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PERSONNEL POLICIES GOALS

The District's specific personnel goals are:

1. To develop and implement those strategies and procedures for personnel recruitment, screening, and selection that will result in the employment and retention of individuals with the highest capabilities, strongest commitment to quality education, and greatest probability of effectively implementing the system's learning program.
2. To develop a general staff assignment strategy that will contribute to the learning program, and to use it as the primary basis for determining staff assignments.
3. To provide positive programs of staff development that contribute both to improvement of the learning program and to each staff member's career development aspirations.
4. To provide for a genuine team approach to education.
5. To develop and use for personnel evaluation positive processes that contribute to the improvement of both staff capabilities and the learning program.

LEGAL REF.: 603 CMR 26:08 paragraphs 3,7,8,9

EQUAL EMPLOYMENT OPPORTUNITY

The Natick Public Schools believes in the dignity of all people and of their labors and will take action to ensure that any individual within the district who is responsible for hiring and/or personnel supervision understands that applicants are recruited, considered, and employed and staff is assigned, promoted and terminated without regard to their race, creed, disability, pregnancy or pregnancy related conditions, color, age, sex, gender identity, national origin or sexual orientation. Every available opportunity will be taken in order to assure that each applicant for a position is selected on the basis of education, training and experience, along with their ability to meet the requirements established and necessary for the performance of the job.

CONTRACTUAL REFS.: Units A,B & C Article II
Title I, Article II
Teacher Assistants, Article III, Section 6
Secretaries, Article II, Section 4
Custodians, Article I, Section 3
Cafeteria Workers, Article II, Section 3

Revised by the Natick School Committee: April 9, 2018

SEXUAL HARASSMENT OF EMPLOYEES

SECTION I

The Natick Public Schools, in accordance with the provisions of state and federal law (42 U.S.C.A., Section 2000(e) - Title VII of the Civil Rights Act and MGL, Ch. 15 IB, Section 4, paragraph 16A), recognizes sexual harassment as unlawful and also recognizes that retaliation for either filing a complaint or cooperating in an investigation is unlawful.

SECTION II

Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

- (1) Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment.
- (2) Submission to or rejection of such conduct by an individual is used as the basis for decisions affecting the individual, or
- (3) Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive employment environment.

Sexual harassment is illegal and, in some cases, may be subject to prosecution under criminal sexual conduct statutes.

SECTION III

Sexual harassment may include, but is not limited to:

- a. Assault, inappropriate touching, intentionally impeding movement, continuing comments, gestures or written communications of a suggestive or derogatory nature involving or because of sex;
- b. Questioning or complementing someone about his/her body or sexual behavior, sexually oriented jokes or continuing to express sexual interest after being informed that the interest is unwelcome;
- c. Any sexual or gender-based gestures, noises, remarks, suggestions, jokes, leering, gesturing, voyeurism;
- d. Displaying sexually suggestive pictures or objects anywhere in the workplace.

Sexual harassment may include conduct by men towards women, men towards men, women towards men, women towards women, employees towards supervisors, supervisors towards employees, employees towards employees, employees towards citizens or vendors, and citizens or vendors towards employees. It may also include consensual sexual conduct by co-workers that is offensive or disadvantageous to a third party employee.

In addition, an employee's mistreatment of another employee away from work may be, or may become, prohibited conduct if it is in any way associated with workplace conduct. Such mistreatment could include any conduct towards an employee outside of the workplace that would be prohibited in the workplace. Conduct including but not limited to following that employee home without her or his consent, making repeated unwelcome sexual overtures by telephone or sending unwelcome sexual materials through the mail, may be prohibited conduct.

The above examples are not all inclusive. The individual's feelings and reactions to inappropriate behavior determine whether sexual harassment has taken place. Conduct not described in these examples might constitute sexual harassment. A common sense question to ask yourself about any conduct is, "Would I want my spouse, child, sister, brother or parent to have to experience, see or listen to something like this?". If the answer is "No" then the conduct should be stopped.

SECTION IV

No form of sexual harassment will be tolerated by the Natick Public Schools. Anyone found to have committed any form of sexual harassment will be disciplined, up to and including termination. Employees found to have knowingly made false accusations of sexual harassment will be disciplined up to and including discharge.

All supervisors are expected to be alert to any possible sexual harassment and to take appropriate steps to eliminate and report the same. Supervisors found to have tolerated or condoned sexual harassment, or found to have failed to take appropriate actions to prevent sexual harassment will be disciplined.

Retaliation against any individual for reporting sexual harassment or cooperating in an investigation will not be tolerated and will be treated with the same strict discipline as the harassment itself.

SECTION V

In the case of employees covered by the EAN Unit A, Unit B (Administrators), Unit C (Nurses), Teacher Assistants or Secretaries and Clerks contracts, employees who wish to file an internal complaint should refer to the sexual harassment grievance procedure article of their contract. Non-represented employees and members of bargaining units without a sexual harassment grievance procedure in their contract may follow the procedure below:

PURPOSE: As established by federal and state regulations, the purpose of this grievance procedure is to facilitate compliance with the law, provide prompt and equitable resolution of complaints and promote a means for mutual problem solving and understanding. Any individual(s) who feel(s) that his/her/their rights, under Title DC, or other pertinent laws or regulations concerning sex discrimination have been violated by any individual, group of individuals, practice or policy may file a complaint.

PROCEDURE

- A. The complainant or his/her representative must address the respondent in the situation. If no resolution is achieved within ten (10) student days of the time the respondent was addressed, the complainant may proceed to the Principal, supervisor or administrator within ten (10) additional student days. If the Principal, supervisor or administrator is a respondent, the complainant may proceed to any administrator that he/she is comfortable with.

Once the Principal, supervisor or administrator receives the complaint, he/she shall notify the Personnel Manager of same and conduct an appropriate investigation of the complaint. At his/her discretion, the administrator may request that the Personnel Manager conduct or assist in conducting the investigation.

Such investigation may consist of, but may not be limited to, the following actions:

1. Interview(s) with the grievant;
 2. Interview(s) with the individual alleged to be the harasser;
 3. Interviews with other employees or witnesses;
 4. Interviews with other individuals at the discretion of the investigator;
 5. Review of pertinent records.
- B. If no resolution is achieved within ten (10) student days of the meeting with the Principal, supervisor or administrator of choice, the complainant may proceed to the Superintendent within ten (10) additional student days.

ADDITIONAL PROVISIONS

1. At any time, a complainant or respondent may choose a person to advise, assist, mediate or represent him/her during the procedure from a list supplied by the Chapter 622/Title IX Committee. Records will be kept from the moment any Sexual Harassment Grievance Procedure Representative is involved.
2. All proceedings relative to sexual harassment complaints will be held in closed session and all discussions held in strict confidence.
3. Parties may mutually agree to extend or condense time limits; such agreement must be reduced to writing.
4. If, at any time after an apparent resolution of a complaint, sexual harassment reoccurs, the complainant may reactivate the complaint at the level at which the complaint was apparently resolved.
5. Anyone named in the file will have the right to inspect the file under conditions of controlled access. There will be no other access, unless or until there is a subsequent complaint involving any of the named individuals. Access at any such subsequent time shall be limited to persons involved in the investigation, or litigation of that subsequent complaint.

SECTION VI

You may file an internal complaint with any of the following individuals on the attached list, or ask them to advise, assist, mediate or represent you in the process.

The Personnel Manager must be notified immediately by the Principal, supervisor or administrator of all complaints filed (651-7110).

You may also file a complaint with one of the agencies listed in Section VII.

SECTION VII

Individuals wishing to contact a state or federal employment discrimination enforcement agency may write or call one of the following:

Equal Employment Opportunity Commission
One Congress Street
Boston, MA 02114
(617)565-3200

Massachusetts Commission Against Discrimination
One Ashburton Place
Room 601
Boston, MA 02108
(617)727-3990

As directed by M.G.L. C 151B S3A, the Natick School Committee will include its sexual harassment of employees policy in the staff manual which is distributed each year to each employee and a copy to every new employee upon hire.

SCHOOL COMMITTEE-STAFF COMMUNICATIONS

The School Committee will maintain open communication with the staff.

Staff Communications to the School Committee

All official communications or reports to the Committee or any of its subcommittees from principals, supervisors, teachers, or other staff members will be submitted through the Superintendent. Staff members are encouraged to attend and participate in all School Committee meetings.

School Committee Communications to Staff

All official communications, policies, and directives of staff concern will be communicated to staff members through the Superintendent.

STAFF ETHICS / CONFLICT OF INTEREST

The School Committee expects members of its professional staff to be familiar with the code of ethics that applies to their profession and to adhere to it in their relationships with students, parents, coworkers, and officials of the school system.

No employee of the Committee will engage in or have a financial interest in, directly or indirectly, any activity that conflicts or raises a reasonable question of conflict with his/her duties and responsibilities in the school system. Nor will any staff member engage in any type of private business during school time or on school property.

Employees will not engage in work of any type where information concerning customer, client, or employer originates from any information available to them through school sources.

Moreover, as there should be no conflict of interest in the supervision and evaluation of employees, at no time may any administrator responsible for the supervision and/or evaluation of an employee be directly related to him/her.

In order to avoid the appearance of any possible conflict, it is the policy of the School Committee that when an immediate family member, as defined in the Conflict of Interest statute, of a School Committee member or district administrator is to be hired into or promoted within the School District, the Superintendent shall file public notice with the School Committee and the Town or District Clerk at least two weeks prior to executing the hiring in accordance with the law.

LEGAL REFS.: M.G.L. 71:52; 268A:1 et seq.

STAFF CONDUCT

All staff members have a responsibility to familiarize themselves with and abide by the laws of the State as these affect their work, the policies of the School Committee, and the regulations designed to implement them.

In the area of personal conduct, the School Committee expects that all District employees will conduct themselves in a manner that not only reflects positively on the school system but also sets forth a model worthy of emulation by students.

All staff members will be expected to carry out their assigned responsibilities in accordance with the applicable district Performance Standards.

Essential to the success of ongoing school operations and the instructional program are the following specific responsibilities, which will be required of all personnel:

1. Faithfulness and promptness in attendance at work.
2. Support and enforcement of policies of the School Committee and their implementing regulations and school rules with regard to students.
3. Diligence in submitting required reports promptly at the times specified.
4. Care and protection of school property.
5. Concern for and attention to their own and the school system's legal responsibility for the safety and welfare of students, including the need to ensure that students are under supervision at all times.

LEGAL REFS.: M.G.L.71:37H; 264:11; 264:14

ACCEPTANCE AND USE OF GIFTS, GRANTS AND DONATIONS

Gifts

The acceptance of gifts worth \$50 or more by school personnel in a calendar year when the gift is given because of the position they hold, or because of some action the recipient could take or has taken in his or her public role, violates the conflict of interest law. Acceptance of gifts worth less than \$50, while not prohibited by the conflict of interest law, may require a written public disclosure to be made.

In keeping with this policy, no employee of the school district will accept a gift worth \$50 or more that is given because of the employee's public position, or anything that the employee could do or has done in his or her public position. Gifts worth less than \$50 may be accepted, but a written disclosure to the employee's appointing authority must be made if the gift and the circumstances in which it was given could cause a reasonable person to think that the employee could be improperly influenced. The value of personal gifts accepted is aggregated over a calendar year (4 gifts of \$20 value is the same as 1 gift of \$80 if given in the same calendar year).

In general, homemade gifts without retail value are permissible because a reasonable person would not expect an employee would unduly show favor to the giver, so no disclosure is required. Such gifts could include homemade food items (cookies, candy, etc), handpicked flowers, and handmade gifts worth less than \$10 (ten) dollars.

Class Gifts

There is a specific exception to the prohibition against accepting gifts worth \$50 or more, when the teacher knows only that the gift is from the class, not from specific donors. A single class gift per calendar year valued up to \$150 or several class gifts in a single year with a total value up to \$150 from parents and students in a class may be accepted provided the gift is identified only as being from the class and the names of the givers and the amounts given are not identified to the recipient. The recipient may not accept an individual gift from someone who contributed to the class gift. It is the responsibility of the employee to confirm that the individual offering such gift did not contribute to the class gift.

Gifts for School Use

Gifts given to a teacher solely for classroom use or to purchase classroom supplies are not considered gifts to an individual employee and are not subject to the \$50 limit. However, an employee who accepts such gifts must keep receipts documenting that money or gift cards were used for classroom supplies.

Solicitations

In spirit, the School Committee supports the many worthwhile charitable drives that take place in the community and is gratified when school employees give them their support. However, the solicitation of funds from staff members through the use of school personnel and school time is prohibited by the conflict of interest law. Therefore, no solicitations of funds for charitable purposes should be made among staff members. Staff members of course remain free to support charitable causes of their own selection.

Faculty and Employee Fundraising

The School Committee recognizes that easy access to social media has given rise to many opportunities for employees of the school district to raise money for a myriad of worthy causes for

our schools and children and the School Committee supports these efforts. The School Committee has concerns, however, that the school district might be portrayed, unintentionally, in a less than positive light, where the money is ultimately flowing through, and whether or not the building principal/Superintendent have approved of the activity. The School Committee, therefore, directs the following:

1. Any employee of the school district, before engaging in any fund-raising activity through the internet, social media, crowd sourcing websites and/or web site access will first fill out the "Permission to Fund-Raise" form, available at each school and on the Natick Public Schools' website, and submit for approval by both the building principal AND the Superintendent of Schools. The activity may proceed only after procurement of BOTH signatures.
2. The employee must list any percentage that the fundraising website takes as part of gross revenues.
3. The employee must write out exactly the wording to be used on the website or social media tool for the fund-raising activity. All monies collected must be accounted for by each building principal.
4. Anything donated to a school or school employee is considered property of Natick Public Schools and must go to School Committee for acceptance.

This policy is meant to provide protection for both the school district and the employee, and refers only to those fund-raising activities that are undertaken by staff in their capacity as an employee of the school district. This policy is in no way meant to limit fund-raising activities that are personal in nature and are not connected to the school system or a particular school.

Legal Ref: M.G.L. 268A:3; 268A:23; 930 CMR 5.00

CROSS REFS.: KHA, Public Solicitations in the Schools
JP, Student Donations and Gifts

LEGAL REFS.: M.G.L. 268A et al

Approved by the Natick School Committee: June 19, 2017

DRUG-FREE WORKPLACE POLICY

The School Committee will make a good faith effort to continue to maintain a drug free workplace and certifies the following:

1. NOTICE

That it will notify all employees in writing that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the district's workplace and specify the actions that will be taken against employees for violation of such prohibitions.

2. EDUCATION/ASSISTANCE

That it will establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace; the district's policy of maintaining a drug-free work place; and available drug counseling, rehabilitation, and employee assistance programs; and the penalty that may be imposed on employees for drug abuse violations occurring in the workplace.

3. EMPLOYEES WHOSE EMPLOYMENT IS FUNDED BY A FEDERAL GRANT

- a. That it will give each employee whose employment is funded by a federal grant a copy of the legally required statement.
- b. That it will notify the employee in the required statement that as a condition of employment under the grant, the employee will abide by the terms of the statement, and will notify the district of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- c. That it will notify the federal agency within ten days after receiving notice from an employee or otherwise receiving notice of such conviction.
- d. That it will take one of the following actions within 30 days of receiving notice with respect to any employee who is so convicted; take appropriate personnel action against such an employee, up to and including termination; or require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health law enforcement, or other appropriate agency.

LEGAL REFS.: The Drug-Free Workplace Act of 1988

CROSS REFS.: JICH, Drug and Alcohol Use by Students

Drug Free Schools and Communities Act of 1989 as per handbook p.V-1

TOBACCO USE ON SCHOOL PROPERTY BY STAFF MEMBERS

Smoking or the use of tobacco within school buildings, the school facilities or on school property or buses by any individual, including school personnel, is prohibited.

Staff members who violate this policy will be referred to their immediate supervisor.

LEGAL REF.: M.G.L. 71:37H

Natick Public Schools Staff and Elected Officials/Committee Appointments Responsible Use Policy

Purpose

The purpose of the Natick Public Schools (NPS) Staff and Elected Officials/Committee Appointees Responsible Use Policy (RUP) is to prevent unauthorized access and other unlawful activities by users online, prevent unauthorized disclosure of or access to sensitive information, and to comply with legislation including, but not limited to, the Children's Internet Protection Act (CIPA), Children's Online Privacy Protection Act (COPPA), Family Educational Rights and Privacy Act (FERPA) and Massachusetts Public Records Law. Furthermore, the RUP clarifies the educational purpose of district technology.

NPS uses technology protection measures to block or filter access, as much as reasonably possible, to visual and written depictions that are obscene, pornographic, or harmful to minors over the network. The District can and will monitor user online activities and access, review, copy, and store or delete any communications or files and disclose them to others as it deems necessary. Users should have no expectation of privacy regarding their use of NPS equipment, network, and/or Internet access or files, including email and whether using NPS equipment, network and/or Internet access or files for official or non-official purposes.

All employees and school officials/appointees are required to use their school-issued accounts for all communications with students or when conducting all school business. This will ensure compliance with the Commonwealth's public records laws M.G.L. c. 66, & 10(b) and archiving regulations. The law requires public employees or officials who send, receive or maintain records in their capacity as public employees or officials, to retain, disclose and dispose of such records in compliance with strict provisions of the public records law. This law applies whether or not the record is in the form of a paper document or an electronic communication. When public employees or officials communicate through school-based resources such records are retained according to the Municipal Public Records Retention Schedule. If, however, an employee or official communicates outside of these resources, such information is not retained, and the burden then falls on the employee or official to comply with public records laws when using personal email or social network accounts to communicate with students, community members, and/or parents and guardians. The employee or official should understand that the NPS has a right to receive a copy of communications on personal email or social networks for school business at any time.

NPS will take all necessary measures to secure the network against potential cybersecurity threats. This may include blocking access to websites, applications, including, but not limited to, email, data management and reporting tools, and other web applications.

Summary

Natick Public Schools believes in a Digital Citizenship model for supporting safe and responsible use of all **Online and Digital Technologies (ODT)** in teaching and learning. An important part of this is that we are able to show others what that responsible use looks like.

Because we know this is important for us all, we ask everyone, the staff, officials/appointees, students and volunteers working at our schools to agree to use the internet and other ODT in a safe and responsible way. NPS utilizes resources from [Common Sense Education](#) for our Digital Citizenship curriculum.

All staff and officials/appointees are responsible for practicing positive Digital Citizenship. Positive Digital Citizenship includes appropriate behavior and contributions on websites, use of [cell phones](#), [social media](#), discussion boards, media sharing sites, and all other electronic communications, including new technology. It is important, to be honest in all digital communications without disclosing sensitive personal information. Employees and officials/appointees should also reference the [Educator Ethics Protocol](#) which provides a useful framework for decision making around what is and is not responsible for ethical conduct.

Responsible Use Guidelines for Employees and Officials/Appointees

If you are supervising students using technology, be vigilant in order to ensure students are meeting the provisions outlined in the RUP.

Digital Citizenship

- I understand all employees and officials/appointees are responsible for modeling and actively practicing positive digital citizenship.
- I understand any employee and officials/appointees using classroom technology are explicitly required to teach students about positive digital citizenship.
- I understand what employees and officials/appointees do and post online must not disrupt school activities or compromise school safety and security.
- I will not gamble using the NPS network.

Privacy

- I will not share personal information about students or employees including, but not limited to, names, home addresses, date of birth, telephone numbers, student ID numbers, employee numbers, and visuals.
- I understand the transfer of student information shall be only through approved district information systems. Email is not a secure method for transmitting student data.
- I will be aware of privacy settings on websites that I visit.
- I am aware that I am responsible for protecting student's data privacy by only using software applications and third-party websites that have been fully vetted by the school district. Please refer to <https://natickps.learnplatform.com/>

- I will abide by all laws, this Responsible Use Policy, and all district data privacy and security policies.

Passwords

- I understand that under no circumstances are school or district passwords to be shared with others, including other district staff or students.
- I will log out of unattended equipment and accounts in order to maintain privacy and security.

Professional Language

- I will use professional language in all work-related communications including email, social media posts, audio recordings, conferencing, and artistic works.
- I will not use NPS technology for commercial activities, product advertisement or political lobbying, including lobbying for office, when not directly related to the educational purposes of the NPS.

Cyberbullying

- I understand bullying in any form, including cyberbullying, is unacceptable both in and out of school.
- I will report all cases of bullying to the building principal or district administrator.

Inappropriate Material

- I will not seek out, display, or circulate material that is hate speech, discriminatory, harassing, sexually explicit, or violent while at school or while identified as a District employee.
- I understand exceptions may be made in an appropriate educational context.
- I understand the use of the district network for illegal, political, or commercial purposes is strictly forbidden.
- I understand transmitting large files that are unrelated to district business and disruptive to the district network is prohibited.

Security

- I understand all users are responsible for respecting and maintaining the security of district electronic resources and networks.
- I will not use the district network or equipment to obtain unauthorized information, attempt to access information protected by privacy laws, or impersonate other users.
- I will not try to bypass security settings and filters, including through the use of proxy servers.
- I will not install or use illegal software or files, including unauthorized software or apps, on any district computers, tablets, smartphones, or new technologies.
- I will notify the District if I observe any security concerns, such as that websites should be blocked or the filtering system is not working appropriately.

Equipment and Network Safety

- I will take all reasonable precautions when handling district equipment.

- I will report any technical issues I am experiencing to the Technology Services Department in a timely fashion.
- I will use caution when downloading files, opening emails, clicking on links or opening attachments as these could be a phishing attack and contain viruses or malware.
- I understand vandalism in any form is prohibited and must be reported to the appropriate administrator and/or technical personnel.

Data Storage

- I understand the school district provides me with a Google account to save and store all my data and files.
- I understand I should not save or store personal data or files on any device.
- I understand that the school district may re-image any computer at any time to maintain the equipment in good working order.

Copyright and Trademarks

- While there are fair use exemptions (<http://www.copyright.gov/fls/fl102.html>), I understand I must respect intellectual property.
- I will follow all copyright guidelines (<http://copyright.gov/title17/>) when using the work of others.
- I will not download illegally obtained music, software, apps, and other works.
- I understand all NPS trademarks, logos and symbols are for school district use only. Please refer to http://www.natickps.org/contact/communications/district_logos for approval directions.

Public Records Law

- I will use only school provided resources and accounts when communicating with students, staff or conducting all school business to comply with the Commonwealth's public records laws M.G.L. c. 66, & 10(b).
- I will use my school issued email account for daily communications.
- I will use Google Hangouts/Chat feature when I need to communicate urgently with other staff or in a time sensitive manner. Imessage does not comply with archiving regulations.
- I will use Blackboard Connect when I need to target communications to students or families in mass attending the Natick Public Schools.
- I will use Constant Contact when communicating general information with the Natick Community at large.

Consequences for Irresponsible Use

Misuse of NPS ODT may result in restricted access or account cancellation. Failure to uphold the responsibilities listed above is misuse. Such misuse may also lead to disciplinary and/or legal action against employees and officials/appointees, including personnel action and/or criminal prosecution by government authorities. The District will attempt to tailor any disciplinary action to the specific issues related to each violation.

Disclaimer

NPS makes no guarantees about the quality of the services provided and is not liable for any claims, losses, damages, costs, or other obligations arising from the use of the network or District accounts. Users are responsible for any charges incurred while using District devices and/or network.

NPS also denies any liability for the accuracy or quality of the information obtained through user access. Any statement accessible online is understood to be the author's individual point of view and not that of the District, its affiliates, ~~or~~ employees, and officials/appointees.

Adopted and approved by the Natick School Committee on June 17, 2019

Natick Public Schools Written Information Security Policy for Faculty, Staff, and Elected Officials/Committee Appointments

I. OBJECTIVE:

The objective of the Natick Public Schools in the development and implementation of this comprehensive Written Information Security Policy (“WISP”), is to create effective administrative, technical and physical safeguards for the protection of personal information of our students and our staff.

II. PURPOSE:

The purpose of the WISP is to better: (a) ensure the security and confidentiality of personal information; (b) protect against any reasonably anticipated threats or hazards to the security or integrity of such information; and (c) protect against unauthorized access to or use of such information in a manner that creates a substantial risk of identity theft or fraud.

III. SCOPE:

In formulating and implementing the WISP, the Natick Public Schools has addressed and incorporated the following protocols:

- (1) identified reasonably foreseeable internal and external risks to the security, confidentiality, and/or integrity of any electronic, paper or other records containing personal information;
- (2) assessed the likelihood and potential damage of these threats, taking into consideration the sensitivity of the personal information;
- (3) evaluated the sufficiency of existing policies, procedures, and other safeguards in place to control risks;
- (4) designed and implemented a WISP that puts safeguards in place to minimize those risks, consistent with the requirements of compliance with all applicable state privacy statutes, including the FERPA, PPRA, COPPA, IDEA, 603 C.M.R. 23.00, 603 CMR 28.00, and Massachusetts General Law, Chapter 71, Sections 34D to 34H; and
- (5) implemented regular monitoring of the effectiveness of those safeguards.

IV. DATA PRIVACY TEAM:

The Natick Public Schools has established a Data Privacy Team to implement, supervise and maintain the WISP.

Our Data Privacy Team acts as stewards in all data privacy and protection decisions and consists of the following positions:

Superintendent
Assistant Superintendent of Teaching, Learning & Innovation
Assistant Superintendent of Student Services
Director of Technology
Director of Digital Learning
Director of Finance
Director of Human Resources
Director of Communications

Emailing dataprivacy@natickps.org will send a message to the entire Data Privacy Team. Please do so with any questions, concerns, complaints, or to report a data privacy or security issue. Any disputes concerning the processing of the PII will be responded to within three (3) weeks.

All updates regarding data privacy and security are located on our website at http://www.natickps.org/about/data_privacy

This team will be responsible for the following:

- Implementation of the WISP including all provisions outlined in Section VII: Daily Operational Protocol;
- Training of all employees;
- Regular testing of the WISP's safeguards;
- Evaluating the ability of any of our third party service providers to implement and maintain appropriate security measures for the personal information to which we have permitted them access, and requiring such third party service providers by contract to implement and maintain appropriate security measures;
- Reviewing the scope of the security measures in the WISP at least annually, or whenever there is a material change in our school or district practices that may implicate the security or integrity of records containing personal information;
- Conducting an annual training session for all faculty, long and short term subs, coaches, administrators, staff, including temporary and contract employees, and elected officials/committee appointees who have access to personal information on the elements of the WISP. All attendees at such training sessions are required to certify their attendance at the training, and their familiarity with our requirements for ensuring the protection of personal information.

V. INTERNAL RISK MITIGATION POLICIES:

To guard against internal risks to the security, confidentiality, and/or integrity of any electronic, paper or other records containing personal information, and evaluating and improving, where necessary, the effectiveness of the current safeguards for limiting such risks, the following measures are mandatory and are effective immediately:

- We will only collect personal information of students or employees that is necessary to accomplish our legitimate school or district business or to comply with any and all federal, state or local regulations.
- Access to records containing personal information shall be limited to those employees whose duties, relevant to their job description, have a legitimate need to access said records, and only for this legitimate job-related purpose.
- Written and electronic records containing personal information shall be securely destroyed or deleted at the earliest opportunity consistent with school or district needs or legal retention requirements and with notice provided to parents/legal guardians and/or students in accordance with state law.
- A copy of the WISP will be distributed electronically to each current employee and to each new employee on the beginning date of their employment. It shall be the employee's responsibility for acknowledging, and electronically signing, that he/she has received a copy of the WISP and will abide by its provisions. Employees are encouraged and invited to advise the Data Privacy Team of any activities or operations which appear to pose risks to the security of personal information. If any member of the Data Privacy Team is involved with these risks, employees are encouraged and invited to advise any other school or district leaders.
- Mandatory annual training for all current employees will be held at the start of each school year to detail the provisions of the WISP.
- All employment contracts, where applicable, will be amended to require all employees to comply with the provisions of the WISP and to prohibit any nonconforming use of personal data as defined by the WISP.
- Terminated employees must return all records containing personal data, in any form, in their possession at the time of termination. This includes all data stored on any portable device and any device owned directly by the terminated employee.
- A terminated employee's physical and electronic access to records containing personal information shall be restricted at the time of termination. This shall include remote electronic access to personal records, voicemail, internet, and email access. All computer equipment, keys, keycards, access devices, badges, company IDs, business cards, and the like shall be surrendered at the time of termination.
- Disciplinary action will be applicable to violations of the WISP, irrespective of whether personal data was actually accessed or used without authorization.
- All security measures including the WISP shall be reviewed at least annually to ensure that the policies contained in the WISP are adequate and meet all applicable federal and state regulations.
- Should our school or district practices change in a way that impacts the collection, storage, and/or transportation of records containing personal information the WISP will be reviewed to ensure that the policies contained in the WISP are adequate and meet all applicable federal and state regulations.

- The Data Privacy Team shall be responsible for all review and modifications of the WISP and shall fully consult and apprise the School Committee of all reviews including any recommendations that improves security arising from the review.
- All building principals or his/her designee shall maintain a secured and confidential master list of all lock combinations, codes, and keys. The list will identify which employees possess keys, keycards, or other access devices and that only approved employees have been provided access credentials.
- The Data Privacy Team shall ensure that access to personal information is restricted to approved and active user accounts.
- Current employees' user ID's and passwords shall conform to accepted security standards. All passwords shall be changed at least annually, more often as needed. Employees should not use the same passwords for school accounts as for personal accounts. Any user suspecting that his/her password may have been compromised must report the incident to their supervisor and change all passwords immediately. Users should not disclose their passwords to anyone as stated in RUP.
- Employees are required to report suspicious or unauthorized use of personal information to a supervisor or the Data Privacy Team.
- Whenever there is an incident that requires notification pursuant to the Security Breach Notifications of Massachusetts General Law Chapter 93H: "Security Breaches", the Data Privacy Team shall host a mandatory post-incident review of events and actions taken, if any, in order to determine how to alter security practices to better safeguard personal information.

VI. EXTERNAL RISK MITIGATION POLICIES:

- Firewall protection, operating system, security patches, and all software products shall be reasonably up-to-date and installed on any computer that stores or processes personal information.
- Personal information shall not be removed from school or district premises in electronic or written form absent legitimate school or district need and use of reasonable security measures, as described in this policy.
- All system security software including, anti-virus, anti-malware, and internet security shall be reasonably up-to-date and installed on any computer that stores or processes personal information.
- There shall be secure user authentication protocols in place that:
 - Controls user ID and other identifiers;
 - Assigns passwords in a manner that conforms to accepted security standards, or applies use of unique identifier technologies;
 - Controls passwords to ensure that password information is secure.

VII. DAILY OPERATIONAL PROTOCOL:

This section of our WISP outlines our daily efforts to minimize security risks to any computer system that processes or stores personal information, ensures that physical files containing

personal information are reasonable secured and develops daily employee practices designed to minimize access and security risks to personal information of our students and/or employees.

The Daily Operational Protocol shall be reviewed and modified as deemed necessary at a meeting of the Data Privacy Team and personnel responsible and/or authorized for the security of personal information. Any modifications to the Daily Operational Protocol shall be published in an updated version of the WISP. At the time of publication, a copy of the WISP shall be distributed to all current employees and to new hires on their date of employment.

A. Recordkeeping Protocol: We will only collect personal information of students and employees that is necessary to accomplish our legitimate school or district business or to comply with any and all federal and state and local laws.

- Any personal information stored shall be disposed of when no longer needed for school or district purposes or required by law for storage and pursuant to disposal notice requirements under federal and state law. Disposal methods must be consistent with those prescribed by the WISP.
- Any paper files containing personal information of students or employees shall be stored in a locked filing cabinet. Only building leaders, district leaders, department heads or employees that require access to do their primary job function will be assigned keys to filing cabinets and only those individuals are allowed access to the paper files. Individual files may be assigned to employees on an as-needed basis by the department supervisor.
- All employees are prohibited from keeping unsecured paper files containing personal information in their work area when they are not present (e.g. lunch breaks).
- At the end of the work day, all files containing personal information are to be returned to the locked filing cabinet.
- Paper or electronically stored records containing personal information shall be disposed of in a manner that complies with M.G.L. c. 93I sec. 2 and as follows:
 - - (a) paper documents containing personal information shall be either redacted, burned, pulverized or shredded so that personal data cannot practicably be read or reconstructed;
 - (b) electronic media and other non-paper media containing personal information shall be destroyed or erased so that personal information cannot practicably be read or reconstructed.
- Electronic records containing personal information shall not be stored or transported on any portable electronic device, sent or transmitted electronically to any portable device, or sent or transported electronically to any computer, portable or not, without being encrypted. The only exception shall be where there is no reasonable risk of unauthorized access to the personal information or it is technologically not feasible to encrypt the data as is and where

transmitted. If encryption software is needed, please contact our technology services help desk at X5555 for assistance.

- If necessary for the functioning of individual departments, the department head, in consultation with the Data Privacy Team, may develop departmental rules that ensure reasonable restrictions upon access and handling of files containing personal information and must comply with all WISP standards. Departmental rules are to be published as an addendum to the WISP.

B. Access Control Protocol:

- All our computers shall restrict user access to those employees having an authorized and unique log-in ID assigned by the school district.
- Any employee leaving sight of their computer while it is on must lock it requiring a password to regain access, or configure their computer to automatically lock after 5 minutes of inactivity and require re-log-in.
- Access to electronically stored records containing personal information shall be electronically limited to those employees having an authorized and unique log-in ID assigned by the Data Privacy Team.
- Where practical, all visitors (including all third party vendors) who are expected to access areas other than public spaces such as information technology closets or computer rooms, or granted access to office space that may contain personal information should be required to sign-in with a Photo ID at a designated reception area where they will be assigned a visitor's ID or guest badge unless escorted at all times. Visitors are required to wear said visitor ID in a plainly visible location on their body, unless escorted at all times.
- Where practical, all visitors are restricted from areas where files containing personal information are stored. Alternatively, visitors must be escorted or accompanied by an approved employee in any area where files containing personal information are stored.
- Cleaning personnel (or others on site after normal school hours and not also authorized to have access to personal information) are not to have access to areas where files containing personal information are stored.
- All computers with an internet connections or any computer that stores or processes personal information must have a reasonably up-to-date version of software providing virus, anti-spyware and anti-malware protection installed and active at all times.
- An inventory of all school or district computer devices authorized for local personal information storage is contained in district technology inventory system, which shall be made known only to the Data Privacy Team and other managers on a "need to know" basis.
- The District will utilize industry standards and current best practices to segment internal computer networks based on the data they contain. This will be done to prevent unauthorized users from accessing services unrelated to their job duties and minimize potential damage from other compromised systems.

C. Third Party Service Provider Protocol: Any service provider or individual that receives, stores, maintains, processes, or otherwise is permitted access to any file containing personal information (“Third Party Service Provider”) shall be required to sign a Data Privacy Agreement (“DPA”) prior to providing the service. (Examples include third parties who provide off-site backup storage copies of all our electronic data; paper record copying or storage service providers; contractors or vendors working with our students or employees and having authorized access to our records):

- It shall be the responsibility of the Data Privacy Team to obtain reasonable confirmation that any Third Party Service Provider is capable of meeting security standards consistent with all applicable state privacy statutes, including the FERPA, PPRA, COPPA, IDEA, 603 C.M.R. 23.00, 603 CMR 28.00, and Massachusetts General Law, Chapter 71, Sections 34D to 34H.
- If a vendor will not sign the DPA, the District will seek parent/guardian consent for the information to be shared with a vendor and provide the vendor’s privacy policy to the parents/guardians.

VIII. Breach of Data Security Protocol:

Should any employee know of a security breach at any of our facilities, or that any unencrypted personal information has been lost or stolen or accessed without authorization, or that encrypted personal information along with the access code or security key has been acquired by an unauthorized person or for an unauthorized purpose, the following protocol is to be followed:

- Employees are to notify the Data Privacy Team or department head in the event of a known or suspected security breach or unauthorized use of personal information.
- The Data Privacy Team shall be responsible for drafting a security breach notification to be provided to the Massachusetts Office of Consumer Affairs and Business Regulation and the Massachusetts Attorney General’s office, to the extent there is a “data breach.” A “data breach” is the unauthorized acquisition or use of sensitive personal information that creates a substantial risk of identity theft or fraud. Sensitive personal information is “resident’s first name and last name or first initial and last name in combination with any 1 or more of the following data elements that relate to such resident:
 - Social Security number;
 - driver’s license number or state-issued identification card number; or
 - financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number or password, that would permit access to a resident’s financial account.
- The security breach notification for a “data breach,” shall include the following:
 - A detailed description of the nature and circumstances of the security breach or unauthorized acquisition or use of personal information;
 - The number of Massachusetts residents affected at the time the notification is submitted;

- The steps already taken relative to the incident;
 - Any steps intended to be taken relative to the incident subsequent to the filing of the notification; and
 - Information regarding whether law enforcement officials are engaged in investigating the incident.
- In the case of a “data breach”, the Data Privacy Team will notify affected individuals about:
 - Consumer's right to obtain a police report
 - Information on how to request a security freeze at no charge
 - Information needed to request a security freeze
 - Information on complimentary credit monitoring services.
 - Name of the parent organization and subsidiary organizations affected

Adopted and Approved by the Natick School Committee on June 17, 2019

GBEF - (INTERIM) STAFF, VENDOR AND CONSULTANT

COVID-19 VACCINATION POLICY

The District is committed to providing a safe environment for the 2022-2023 school year during the COVID-19 pandemic. According to public health experts, vaccination continues to be the leading prevention strategy to end the COVID-19 pandemic, prevent hospitalizations and severe disease, and keep members of our school community safe. To mitigate the impact of absences due to COVID-19 on school building operations, the district, consistent with public health guidance, we shall require all staff to demonstrate that they have received full COVID-19 vaccination and maintain full vaccination as a condition of employment. A person is fully vaccinated two (2) weeks after the final dose of vaccination (1 dose for Johnson & Johnson and 2 doses for Pfizer and Moderna. This policy reflects the current CDC definition of "fully vaccinated." This policy will remain linked to the CDC definition of "fully vaccinated" and shall be negotiated should the CDC revise its definition.

STAFF: This policy applies to all existing and newly hired employees and staff. Staff must demonstrate that they are fully vaccinated with an FDA approved or emergency use authorized COVID-19 vaccine by August 30, 2022. Only those staff who have been granted medical exemptions under the Americans with Disabilities Act ("ADA") or have an exemption for a sincerely held religious belief, practice, or observance (Title VII) will be exempt from this mandate. (This section is subject to collective bargaining negotiations relative to implementation and impact).

Staff who are granted an exemption must either participate in NPS provided weekly asymptomatic COVID-19 testing when provided by NPS OR provide official proof of weekly negative COVID-19 tests as a condition of employment.

Natick Public School administration will establish processes for verifying staff vaccination status, the exemption process, and testing protocols necessary to implement this policy.

OTHER CONTRACTED AND CONSULTING EMPLOYEES WORKING IN CLOSE CONTACT WITH STUDENTS (see definition of close contact below).

The above policy also includes all contracted employees and outside vendors, including food service, transportation, visiting or consulting practitioners who will be in close contact with students, during the school day or advising clubs or athletic teams on a regular basis (i.e. at least one time a week) regardless of whether the employee contracted employee/vendor has been diagnosed with COVID-19 in the past.

This policy will remain in place until rescinded by the School Committee or the conclusion of the 2022-23 school year, whichever comes first. This Policy may be reviewed and revised in response to issuance of public health and medical recommendations regarding vaccination, including but not limited to booster shots.

REFERENCES:

Governor Baker's Executive Order No. 595

<https://www.mass.gov/doc/august-19-2021-executive-department-employee-vaccination-order/download>

Massachusetts Department of Public Health

<https://www.mass.gov/info-details/massachusetts-covid-19-vaccine-information>

Center for Disease Control and Prevention Vaccine Information

Vaccines for COVID-19

Center for Disease Control and Prevention - Guidance for Covid-19 Prevention in K-12 Schools Updated August 5, 2021

Guidance for COVID-19 Prevention in K-12 Schools and ECE Programs

Massachusetts Department of Elementary and Secondary Education and
Department of Public Health

DESE/DPH COVID-19 Guidance for Districts and Schools: Fall 2021 - July 30, 2021

Approved by the Natick School Committee on June 13, 2022

CELL PHONE POLICY

Use of a cell phone by an employee is permitted only during non-instructional time, unless previously approved by the school principal.

When on an approved call, employees should withdraw to a non-instructional, non-student area where the conversation will not be overheard. Employees should ensure that their friends and family members are aware of this policy.

Ringers and audible alerts should be turned off in the classroom.

Employees should not communicate with students from their personal cell phone, except when authorized by the principal or athletic director.

The NPS is not responsible for the loss of personal cell phones brought into the workplace.

Employees who are required to drive to various locations during the workday are expected to refrain from using their phone while driving. Safety must come before all other concerns. Employees should make every effort not to use their phone when driving on school property. Regardless of the circumstances, employees are strongly encouraged to pull off to the side of the road and safely stop their vehicle before placing or accepting a call. If acceptance of a call is unavoidable and pulling over is not an option, employees are expected to keep the call short, and keep their eyes on the road. Special care should be taken in situations where there is traffic; inclement weather or the employee is driving in an unfamiliar area. Under no circumstances are employees required to place themselves at risk to fulfill business needs. Employees who are charged with violations of this policy resulting from the use of their phone while driving will be solely responsible for all liabilities that result from that action.

Adoption Date: June 19, 2017

STAFF PERSONAL SECURITY AND SAFETY

Through its overall safety program and various policies pertaining to school personnel, the Committee will seek to assure the safety of employees during their working hours and assist them in the maintenance of good health.

Employees offered a position as a custodian, maintenance worker or food service worker must successfully pass a pre-employment physical examination (provided at School Committee cost) prior to the date of employment.

The Superintendent may require an employee to submit to a physical examination by a physician appointed by the school system whenever that employee's health appears to be a hazard to children or others in the school system or when a doctor's certificate is legally required to verify need for sick leave.

School employees, their families and members of their household are eligible to use the confidential services provided by the town's employee assistance program.

LEGAL REFS.: M.G.L. 71:54; 71:55C

CROSS REFS.: EB, Environmental and Safety Program
GCBD, Professional Staff Fringe Benefits
GDBD, Support Staff Fringe Benefits

Contractual references: Units A, B and C Article XIII (Health and Safety)
Association of Secretaries and Clerks - Side Letter

STAFF PARTICIPATION IN POLITICAL ACTIVITIES

The School Committee recognizes that employees of the school system have the same fundamental civic responsibilities and privileges as other citizens. Among these are signing nomination papers, petitioning the general court or appearing before its committees, to the extent that such rights, except voting, are not exercised on the school premises during school hours, or when their exercise would actually interfere with the performance of school duties, and campaigning for an elective public office and holding an elective or appointive office.

In connection with campaigning, an employee will not: use school system facilities, equipment or supplies; discuss his/her campaign with school personnel or students during the working day; use any time during the working day for campaigning purposes. Under no circumstances will students be pressured into campaigning for any staff member, or any political candidate.

LEGAL REF.: M.G.L. 71:44

PERSONNEL RECORDS

Information about staff members is required for the daily administration of the school system, for implementing salary and other personnel policies, for budget and financial planning, for responding to appropriate inquiries about employees, and for meeting the School Committee's education reporting requirements. To meet these needs, the Superintendent will implement a comprehensive and efficient system of personnel records maintenance and control under the following guidelines:

1. A personnel file for each present and former employee will be accurately maintained in the central administrative office. In addition to the application for employment and references, the folders will contain records and information relative to compensation, payroll deductions, evaluations, and any other pertinent information.
2. The Superintendent will be the official custodian for personnel files and will have overall responsibility for maintaining and preserving the confidentiality of the files within the provisions of the law.
3. Personnel records are considered confidential under the law and will not be open to public inspection. Access to personnel files will be limited to persons authorized by the Superintendent to use the files for the reasons cited above.
4. Each employee will have the right, upon written request, to review the contents of his/her own personnel file.
5. Employees may make written objections to any information contained in the file. Any written objection must be signed by the staff member and will become part of the employee's personnel file. Further, no negative comment will be placed in a staff member's file unless it is signed by the person making the comment and the staff member is informed of the comment and afforded the opportunity to include his/her written response in the file.
6. Lists of school system employees' names and home addresses will be released only to governmental agencies as required for official reports or by the laws.

LEGAL REFS.: Family Educational Rights and Privacy Act, Sec. 438, P.L. 90-247
Title IV, as amended
88 Stat. 571-574 (20 U.S.C. 1232g) and regulations
M.G.L. 4:7; 71:42C
Teachers' Agreement

CONTRACT REF.: All Agreements

CROSS REF.: KDB, Public's Right to Know

STAFF COMPLAINTS AND GRIEVANCES

Grievance procedures will provide for prompt and equitable adjustment of differences at the lowest possible administrative level. Each employee will be assured an opportunity for an orderly presentation and review of complaints and concerns.

Employees covered by a collective bargaining agreement will follow the grievance procedure prescribed therein.

Employees not covered by a collective bargaining agreement may submit their complaint(s) in writing to their immediate supervisor (then the intermediate supervisor if applicable). If the complainant is not satisfied by the supervisor's decision, the employee may submit their complaint(s) in writing to the Superintendent. If the complainant is not satisfied by the Superintendent's decision, the employee may request the opportunity to present the complaint(s) to the School Committee, except where prohibited by law.

LEGAL REFS.: M.G.L. 150E:5; 150E:8; 71:59; 71:59B

CONTRACT REFS.: Units A , B & C: Article VIII
Title I: Article VII
Teacher Assistants: Article V
Secretaries and Clerks: Article VI
Custodians: Article VI
Cafeteria: Article VI

PROFESSIONAL STAFF SALARY SCHEDULES

Teachers

The School Committee will adopt a salary schedule for regular teaching personnel as part of the contract negotiated with the teachers' bargaining unit. The schedule will be designed to recognize and reward training and experience and encourage additional study for professional advancement.

Principals and Administrators

Salaries will be reviewed annually prior to July 1. The Superintendent may, upon the request of the Committee, survey other school systems to determine salaries being paid for comparable positions in each system. The survey will include the effective date of the specified salary.

LEGAL REFS.: M.G.L. 71:40; 71:43

CONTRACT REF.: Teachers' Agreement

EMPLOYMENT OF PRINCIPALS

Principals shall be employed by the Natick Public Schools under individual contracts of employment. Said contracts shall be discussed with the School Committee for their approval of all terms concerning compensation/benefits, prior to the presentation of a contract of employment to the Principal. The compensation/benefit levels, above referenced, may be exceeded only with the approval of the School Committee.

Initial contracts issued to Principals may be up to three years in length, and may be reissued by the Superintendent at levels of compensation/benefits, determined by the School Committee, provided that the Superintendent may employ a Principal under the terms and conditions of the previous contract of employment.

The length of second and subsequent contracts of employment for Principals shall be in accordance with state law.

As a condition of employment, each Principal must maintain current certification, adhere to the policies and goals of the School Committee and the directives of the Superintendent, and annually must submit, with the school council, the educational goals and school improvement plan for the school building(s) under his/her direction.

MERIT COMPENSATION FOR ADMINISTRATIVE STAFF

The Natick School Committee recognizes the importance of administrators to the success of students and the school system. It also recognizes the fundamental connection between authority and accountability. The authority that administrators are given in the discharge of their duties must be accompanied by accountability for the attainment of specified outcomes. Consistent with this, the Committee establishes, as a matter of policy, performance as the sole basis for the evaluation and compensation of administrators.

Accordingly, the Superintendent of Schools is hereby directed and authorized to develop and implement a performance-based evaluation and compensation program for all building level and system-wide non-bargaining unit administrators. The primary goal of this program will be to create an environment in which the administrative team is motivated to attain higher performance levels, both as a group and as individuals, in order to provide opportunities for all students to succeed to the very best of their ability.

Salary ranges, experience levels, and conditions of employment are to be regionally competitive so as to attract and retain the best administrators available. Degree of responsibility and job complexity are to be factors in establishing these ranges, and provisions are to be made for periodic review and adjustments based on regional market and economic conditions. The performance-based evaluation and compensation program is to be a merit system, with performance on job accountabilities and the attainment of mutually accepted goals as the sole merit increases. Provisions are also to be made to encourage innovation and furnish opportunities for special contributions to the school system, through the designate of exemplary performance.

Adopted and approved by the Natick School Committee on June 17, 2019

PROFESSIONAL STAFF SUPPLEMENTARY PAY PLANS

Certain assignments require extra responsibility or extra time over and above that required of other staff members who are on the same position on the basic salary schedule. When such supplemental assignments require extra time and responsibility beyond that regularly expected of teachers, they will be rewarded with extra compensation.

Assignments that are to be accorded extra compensation will be designated by the Committee. **Appointments to positions will be made by the Superintendent for District-wide positions or by the Principal with the approval of the Superintendent for building based personnel.**

A teacher who is offered and undertakes a supplementary pay assignment will receive a supplementary contract specifying the pay, duration and terms of the assignment. Upon termination of the assignment, the supplementary pay will cease. All appointments that receive stipends expire at the end of the fiscal year. Staff may re-apply each year for the supplementary pay assignments.

LEGAL REF.: Collective Bargaining Agreement

ADMINISTRATORS' SICK LEAVE BANK

The School Committee has approved a Sick Leave Bank for use by non-represented salaried employees in Central Office and Instructional Technology, Principals, Assistant Directors of Student Services, Nurse Leader, METCO Director and the Administrative Assistant for Human Resources whose sick leave accumulation is exhausted due to prolonged illness or accident. The Superintendent or designee will ensure procedures are published in appropriate manuals.

Each member will make a minimum initial contribution of 3 days and may choose to contribute up to 10 days.

If the Sick Leave Bank is exhausted during the school year, it shall be renewed by the contribution of one (1) additional sick leave day by each member from his or her annual sick leave allowance. To the extent that such additional day or days have not been used at the conclusion of the school year, these days will accumulate for the subsequent school year.

Administrators new to the Natick School System will contribute one (1) day to the Sick Leave Bank but shall not qualify for consideration of extended-illness leave within the framework of the Sick Leave Bank before completing six months of employment.

Sick Leave Bank days shall only be available after the employee has exhausted his/her entire personal sick leave, both annual and accumulated.

No days may be withdrawn from the Sick Leave Bank for any reason other than prolonged illness or accident of the employee. Days may not be withdrawn to permit an individual to stay at home to care for a member of the family.

The Sick Leave Bank shall be administered by a committee of five (5) employees. Three members of the committee shall be designated by the employees and two (2) by the School Committee. Each party shall notify the other of their representatives on the committee and any changes therein. The Sick Leave Bank committee shall determine the eligibility for members requesting leave from the bank and the amount of leave to be granted. The following criteria shall be used by the Sick Leave Bank Committee in determining eligibility:

- A. The initial grant shall not exceed fifteen (15) days.
- B. The Sick Leave Bank Committee shall consider:
 - 1. Adequate medical evidence of serious illness;
 - 2. Prior utilization of all eligible sick leave;
 - 3. Propriety in the use of sick leave;
 - 4. Length of service in the Natick School System.

Upon completion of the initial fifteen (15) day period, additional grant may be extended by the Sick Leave Bank Committee in its discretion upon the demonstration of need by the applicant.

Any sick leave granted under this Article that is not used during the time period for which it was requested shall revert back to the Sick Leave Bank.

The decision of the Sick Leave Bank committee with respect to eligibility and grant shall be final and binding and not subject to appeal.

Records of the operation of the Sick Leave Bank shall be available for review by the School Committee at any time, provided reasonable notice is given, but in no event less than once annually.

Employees who are granted leave from the Bank shall be required to repay the days withdrawn at a rate of one-half (1/2) of their future sick leave allowance until all days used have been repaid. If an employee leaves the service of the Employer for any reason other than death or disability retirement before he/she has fulfilled his/her repayment obligation, he/she shall recompense the Committee at his/her per-diem rate for each day not repaid. Such repayment shall be deducted from the employee's final paycheck. Upon vote of the membership of the committee at a duly convened meeting, this provision for repayment may be waived.

When a grant is awarded to an employee, the employee shall sign a receipt acknowledging the grant and further agreeing to the repayment of any unfulfilled repayment obligation from the employee's final paycheck in the event that he/she leaves the service of the Committee for any reason other than death or disability retirement.

FAMILY AND MEDICAL LEAVE

The School System shall comply with the mandatory provisions of the Family and Medical Leave Act of 1993. The Superintendent shall issue, and from time to time amend, regulations setting forth the rights and procedures granted by the Act, and shall ensure compliance with those regulations either personally or by delegation, or by some combination of personal oversight and delegation.

LEGAL REFS.: P.L. 103-3 "Family and Medical Leave Act of 1993"
29 U.S.C. S 2601 et seq.
Department of Labor Regulations, 29 C.F.R. Part 825
Va. Code S 22.1-303

Contractual Refs.: Units A, B and C: Article XXVI
Teacher Assistants: Article XIX
Title I: Article XX
Secretaries: Article XII
Custodians/Maint.: Article XII
Cafeteria: Article XV

PROFESSIONAL STAFF HIRING

Through its employment policies, the district will strive to recruit, hire and retain the best candidates for all professional positions. The Superintendent is responsible for ensuring that persons considered for employment in the schools possess appropriate license, provide requested transcripts from a fully accredited educational institution and are otherwise eligible for employment.

The following guidelines will be used in the selection of personnel:

1. There will be no discrimination in the hiring process due to age, sex, creed, race, color, gender identity, national origin, disability, pregnancy or pregnancy related conditions, sexual orientation or place of residence.
2. The administrator responsible for the hiring of a staff member* will establish a representative screening committee (for example, staff, parents, secondary level students, community members). The administrator has the final say in determining who will be recommended for hire to the Superintendent, but it is expected that the screening committee's input will be a factor in the decision.

* In the case of district-wide positions, for the position of principals, it is the Superintendent. For building-based personnel, it is the Principal, with the approval of the Superintendent.

LEGAL REFS.: M.G.L. 69:6; 71:38; 71:38G; 71:39; 71:45; 71:55B, 151B
Massachusetts Board of Education Requirements for Certification of Teachers,
Principals, Supervisors, Directors, Superintendents and Assistant
Superintendents in the Public Schools of the Commonwealth of
Massachusetts, revised 1994

Revised by the Natick School Committee: April 9, 2018

PART-TIME AND SUBSTITUTE PROFESSIONAL STAFF EMPLOYMENT

Part-Time Teachers

Teachers may be employed on a part-time basis. The salary of part-time teachers will bear the same ratio to the step of the salary schedule that the teacher would earn if employed full-time as the hours worked bear to the hours the teacher would work if employed full-time (for example, a teacher employed for half the number of hours would receive half the salary of a full-time teacher).

Substitute Teachers

Each building Principal will have the authority to employ as many substitute teachers as may be necessary to take the place of teachers who are temporarily absent. The Director of Human Resources will recruit substitute teachers as needed. No person shall substitute in a classroom without first having been interviewed by the Director of Human Resources or a building Principal. All substitutes will submit a completed background check form prior to their name being added to the substitute list. The Principal is responsible for securing the necessary substitutes for his/her building on a daily basis,

To the extent possible, the school system will employ substitute teachers who possess a Bachelor's degree and meet the requirements for teacher appointments. Every effort will be made to appoint long term substitutes who possess Massachusetts certification in the field to which they are being assigned. Substitute teachers will be assigned by the Principal on the basis of their areas of competence and preference. All substitute teachers will be expected to provide educational services, rather than to assume merely a student-supervisory role. They will be provided with as much support as possible by building administrators and teachers.

The District will set the daily rate of pay for substitute teachers, including long term substitutes. The latter will be granted such additional benefits as approved by the District.

PROFESSIONAL STAFF JOB-SHARING

Final approval of all job-sharing agreements rests with the Superintendent.

Criteria: Certification at appropriate grade level
 2 years of satisfactory evaluations
 Compatible teaching styles

1. Both teachers will jointly attend Open House night.
2. All duties (e.g. staff development, staff meetings, planning, report cards, progress reports, parent teacher conferences) will be shared equally with the specifics to be determined by the Team (comprised of the two teachers and the building Principal, and/or department head) according to the building schedule.
3. The school-year schedule of each partner will be determined by the Team and the Superintendent in consideration of what is deemed to be in the best interest of the students.
4. Both teachers will meet with the Principal as necessary.
5. The Team will meet to review the effectiveness of the job sharing arrangement annually for the first three years. Beginning with the fourth year the program will be reviewed biannually. If the Principal deems it in the best interest of the students, he/she may terminate the arrangement at any time, with a minimum of two weeks notice to the partners.
6. In the event one partner takes a leave of absence, the remaining teacher will be offered the full-time responsibilities of the classroom position. If the remaining teacher is unable to assume full-time teaching, then a long-term substitute teacher will be appointed. Upon entering into a job-sharing agreement the Team will agree which member will assume the full-time teaching responsibility should the arrangement be terminated for any reason.
7. The job-sharing teachers will remain on their regular evaluation cycle.
8. Both teachers will receive the following:

Compensation will be based on each partner's Full Time Equivalent. Sick leave will be prorated based on each partner's FTE. Seniority will be prorated based on each partner's FTE. Personal time will be prorated based on each partner's FTE. Full step credit will be granted for each year of part-time service.

All members of the Team and the Superintendent will sign off annually on the above provisions.

STAFF DEVELOPMENT

All staff members will be encouraged to seek opportunities for the development of increased competencies beyond those they may attain through the performance of their assigned duties and assistance from peers and supervisors.

Opportunities for professional growth may be provided through such means as the following:

1. Planned in-service programs and workshops offered within the school system; these may include participation by outside consultants.
2. Membership on curriculum development committees drawing personnel from within and outside the school system.
3. Approved release-time for visits to other classrooms and schools and for attendance at conferences, workshops, and other professional meetings.
4. Leaves of absence for graduate study, research, and travel.

The Superintendent has authority to approve or deny release-time for conferences and visitations, and reimbursements for expenses, provided such activities are within budget allocations for the purpose.

LEGAL REFS.: M..G.L. 71:38G

Contractual Refs: Units A &B Article XXI, XXIII, XXIV
Unit C: Article XX, XXII, XXIII
Title I: Article XVI, XVII, XVIII

PHILOSOPHY OF STAFF DEVELOPMENT

All staff members will be encouraged in and provided with suitable opportunities for the development of increased competencies beyond those they may attain through the performance of their assigned duties and assistance from supervisors.

Opportunities for professional growth may be provided through such means as the following:

1. Planned in-service programs and workshops offered within the school system from time to time; these may include participation by outside consultants.
2. Membership on curriculum development committees drawing personnel from within and without the school system.
3. Released time for visits to other classrooms and schools and for attendance at conferences, workshops, and other professional meetings.
4. Leaves of absence for graduate study, research, and travel.
5. Partial payment of tuition for approved courses.

The Superintendent will have authority to approve or deny released time for conferences and visitations and reimbursements for expenses, provided such activities are within budget allocations for the purpose.

PROFESSIONAL TEACHER STATUS

Teachers and certain other professional employees who have served in the School District for three consecutive years shall be entitled to professional teacher status. The Superintendent, upon recommendation of the Principal, may award such status to a teacher who has served in the Principal's school for not less than one year or a teacher who has obtained such status in any other public school district in the Commonwealth. The Superintendent will base his/her decisions on the results of evaluation procedures conducted according to Committee policy.

At the end of each of the first three years of a teacher's employment, it will be the responsibility of the Superintendent to notify each employee promptly in writing of the decision on reappointment. Notification to a teacher not being reappointed must be made by **June 15** or at an earlier date if required by a collective bargaining agreement.

A teacher who attains professional teacher status will have continuous employment in the service of the school system. A teacher with professional teacher status whose position is abolished by the School Committee may be continued in the employ of the school system in another position for which he/she is legally qualified.

Nothing in these provisions will be considered as restricting the Superintendent from changing teaching assignments or altering or abolishing supervisory assignments except that, by law, no teacher may be assigned to a position for which he/she is not legally qualified.

Established by law and Committee policy

LEGAL REFS.: M.G.L. 71:38; 71:38G; 71:38H; 71:41; 71:42; 71:43

PROFESSIONAL STAFF ASSIGNMENTS AND TRANSFERS

The basic consideration in the assignment of professional staff members will be the needs of the students and the instructional program.

Therefore, the assignment and transfer of professional staff members will be accomplished by the Superintendent on the basis of the employee's qualifications, the needs of the school system, and the employees' expressed desires.

Care will be exercised by the Superintendent to assure that all schools are staffed with effective teachers.

Within an individual school, the building administrator will have the authority to assign classes and courses, provided this is done with full regard for the teacher's area of certification and the policies delineated above.

CONTRACT REF.: Teachers' Agreement

PROFESSIONAL STAFF TIME SCHEDULES

Administrators

The nature of the duties and responsibilities of administrators and supervisors will require their hours of work to vary and extend as necessary to fulfill the requirements of their positions.

During the course of their contract year, all administrators will be expected to work during the hours and on the days that the Superintendent's office is open unless special arrangements have been made with the Superintendent. On days schools are closed because of bad weather or other emergencies; all staff members, except those who work only on teacher work days, are required to report to work as soon as they are able to do so.

The working year for administrators will be established individually through their contracts.

Teachers

Teachers' work day and work year will be as defined in the applicable collective bargaining agreement.

On days when opening of school is delayed due to weather conditions, teachers are required to report to work as soon as they are able to do so.

The working year for teachers will be established with The Education Association of Natick in conjunction with the Committee's adoption of the school calendar.

LEGAL REF.: M.G.L. 71:80

CONTRACT REF.: Units A and B Article XII
Unit C Article XI
Title I Article XI

EVALUATION OF PROFESSIONAL STAFF

In order to assure a high quality of teacher and administrator performance and to advance the instructional programs of the schools, a continuous program for teacher and administrator evaluation will be established by the School Committee. The evaluation process will provide a positive and beneficial experience for teachers and administrators and will enhance the learning environment for students.

The evaluation process will include:

1. The development and periodic review of techniques and procedures for evaluating professional staff.
2. Interpretation of the information gained in the evaluative process in terms of the objectives of the instructional program.

Evaluation of staff covered by a collective bargaining agreement will be conducted according to the applicable provisions therein.

Administrative staff (i.e. principals and central office administrators) will be evaluated every 2 years. New administrative staff will be evaluated every year for the first three years of employment.

CONTRACT REF.: Units A and B Article XIV
Unit C Article XH
Title I Article XII

LEGAL REFS.: M.G.L. 69:1B; 71:38; 71:38Q; 150E; 152B
603 CMR 35:00

RESIGNATION OF PROFESSIONAL STAFF MEMBERS

Professional staff members may discontinue their service in the school system during the school year by submitting a written notice of intent to resign to the appropriate hiring authority.

Such written notice of intent to resign will be given to the Superintendent. The staff member will be notified in writing of the Superintendent's action on the resignation.

When a resignation is accepted by the Superintendent the employee may be expected to continue in service at his or her assigned duties for a period of 30 days after submission of the resignation.

RETIREMENT OF PROFESSIONAL STAFF MEMBERS

Annually, the Superintendent will inform the Committee of the professional staff members who have indicated their intention to retire at the end of the current school year. No further School Committee action is necessary unless approval is needed for the payment of or participation in continued local benefits.

LEGAL REF.: Age Discrimination in Employment Law, P.L. 95-256

CONTRACT REF.: Teachers' Contract

SUSPENSION AND DISMISSAL OF PROFESSIONAL STAFF MEMBERS

The Superintendent will strive to assist personnel to perform their duties efficiently. However, the **Superintendent** may dismiss any employee in accordance with state law. Further, the Committee recognizes the constitutional rights of the District's employees and assures them the protection of due process of law. To guarantee such rights, a system of constitutionally and legally sound procedures will be followed in each case of suspension or dismissal of an employee.

When the Superintendent or a Principal determines that sufficient cause exists that a professional employee be suspended or dismissed from service in the school system, he or she will:

1. Be certain that each such case is supported by defensible records.
2. Determine if the individual is to be suspended immediately with the understanding that the suspension will be subject to restoration of salary and position if an appeal is decided in favor of the individual.
3. Follow the procedures for dismissal or suspension that are contained in applicable laws as well as those included in the current agreement with the teachers' bargaining unit.
4. Provide the individual involved with a written statement that will:
 - a. Indicate whether the action the Superintendent is taking is dismissal or suspension.
 - b. State the reason for the suspension or dismissal.
 - c. Guarantee that all procedures will be in accordance with due process of law.
 - d. Inform employees who have a right to request a hearing under appropriate laws that they may be represented at such a hearing by counsel of their choice.

LEGAL REFS.: M.G.L. 71:42; 71:42D

PRIVATE TUTORING FOR PAY

Definition: "Tutoring" means giving private instruction or help to an individual or group for which the teacher receives remuneration other than through the School Committee.

Tutoring is not to be recommended for a student unless the appropriate teacher of the student involved is consulted and agrees that it will be of real help. If tutoring seems advisable, the Principal may give the parents/guardians a list of persons who are willing to tutor. This list may include teachers, but not the student's teacher of the subject in which he/she or she is to be tutored.

Tutoring for pay is not to be done in the school building.

SUPPORT STAFF POSITIONS

Education is a cooperative enterprise in which all employees of the school system must participate intelligently and effectively for the benefit of the children. This school system will employ support staff members in positions that function to support the education program.

All support staff positions will be established initially by the School Committee. In each case, the Superintendent will submit for the School Committee's consideration and approval, a job description including wages and benefits for the position.

Although positions may remain temporarily unfilled, or the number of persons holding the same type of position reduced or increased due to system needs, only the Committee may abolish a position it has created.

NOTE: Support staff job descriptions and job specifications are available for review in the Superintendent's office.

SUPPORT STAFF CONTRACTS AND COMPENSATION PLANS

In establishing rates of compensation for support staff, the School Committee will take into account the responsibilities of the position, the qualifications needed, past experience and years of service in the school department.

Compensation plans for support staff will be reviewed at least once every three years. Such review, where applicable, will be carried out in connection with negotiations with representatives of recognized bargaining units. The master agreements with these units will be considered appendices to this manual and will have the full force of School Committee policy.

The rates of pay for staff not covered by collective bargaining agreements will be initially set by the School Committee and reviewed annually.

LEGAL REF.: M.G.L. 71:38

CONTRACT REFS.: Teacher Assistants Unit ARTICLE XII
 Association of Secretaries and Clerks ARTICLE VII
 Maintenance and Custodial Employees ARTICLE VII
 Cafeteria Employees ARTICLE VII

CROSS REF.: GDB subcodes (all relate to compensation)

SUPPORT STAFF CONTRACTS AND COMPENSATION PLANS

In establishing rates of pay and levels of compensation for support staff personnel, the School Committee will take into account the responsibilities of the position, the qualifications needed, past experience of the individual, and years of service in the school department.

Compensation plans will be reviewed annually for all categories of staff. Such review, where applicable, will be carried out in connection with negotiations with representatives of recognized bargaining units. The master agreements with these units will be considered appendices to this manual and will have the full force of School Committee policy.

The School Committee will set the rates of pay for personnel not covered by collective bargaining agreements.

Overtime

Support staff employees will be paid overtime wages for work performed in excess of 40 hours in a work week.

In counting hours for the purpose of allowing overtime work and pay, supervisors will consider sick leave, vacation time, and holidays as time worked.

Every effort must be made to minimize overtime by scheduling duties during the regular workday. Overtime will be authorized only by the Superintendent and only to cover emergency situations. All such work will be assigned on a fair and equitable basis.

LEGAL REF.: M.G.L. 71:38

CONTRACT REFS.: All Contracts

SUPPORT STAFF SUPPLEMENTARY PAY PLANS

Support staff employees will be paid overtime wages for work performed in excess of 40 hours in a work week as per the Fair Labor Standards Act. Support staff employees may also be eligible for contractual overtime as per the conditions of their collective bargaining agreement.

Every effort must be made to minimize overtime by scheduling duties during the regular work day. Overtime will be authorized only by the Superintendent. All such work will be assigned on a fair and equitable basis.

LEGAL REF'S: Fair Labor Standards Act
455 CMR Section 2.01(4) and 2.03(3)

CONTRACTUAL REF'S: Teacher Assistants Unit ARTICLE XII
Association of Secretaries and Clerks ARTICLE VII
Maintenance and Custodial Employees ARTICLE VII
Cafeteria Employees ARTICLE VII

SUPPORT STAFF LEAVES AND ABSENCES

Leaves and absences accorded to the support staff will be for the purposes of helping them maintain their physical health, take care of family and other personal emergencies and discharge important and necessary obligations.

All requests for long-term leaves of absence will be submitted to the Superintendent.

Support staff will be granted leaves in accordance-with the terms of the agreements with recognized bargaining units.

Leave benefits granted to employees who are not members of a recognized bargaining unit will be listed on a benefit sheet specific to the particular position. Every effort will be made to ensure such benefits are comparable to those granted employees in similar positions that are covered by collective bargaining agreements.

LEGAL REF.: M.G.L. 149:105D; 71:41A

CONTRACT REFS.: Teacher Assistants Unit ARTICLE XVI, XVII, XVIII, XX
Association of Secretaries and Clerks ARTICLE VIII, X, XVI, XVII, XVIII.
Maintenance and Custodial Employees ARTICLE VII, VIII, XL
Cafeteria Employees ARTICLE IX, X, XII

SUPPORT STAFF VACATIONS AND HOLIDAYS

Holidays

The school calendar, as adopted by the School Committee, establishes holidays and school recess periods for school-year employees.

School year and full-year employees will be granted paid holidays as provided in any applicable collective bargaining agreement.

Leave benefits granted to non-represented employees will be listed on benefit sheets specific to the particular position. Every effort will be made to ensure such benefits are comparable to those granted employees in similar positions that are covered by collective bargaining agreements.

Employees are expected to report to work during school recess periods unless days during these periods are considered official and designated as paid holidays by the School Committee.

Vacations

Full-year employees are eligible for paid vacation time as per the provisions of their applicable collective bargaining agreement. Non represented employees will be granted vacation comparable to that granted employees in similar positions that are covered by collective bargaining agreements.

CONTRACTUAL REF'S: Association of Secretaries and Clerks: ARTICLE XIII,XIV
Maintenance and Custodial Employees ARTICLE IX, X
Cafeteria Employees ARTICLE XI

LEGAL REFS.: M.G.L. 4:7; 136:12

SUPPORT STAFF RECRUITING/POSTING OF VACANCIES

The School Committee will establish support staff positions in the school system on the basis of need. The recruitment and selection of candidates for such positions will be the responsibility of the Principal, for building based positions and the Superintendent for district-wide positions.

All support staff vacancies will be made known to all support staff as per the conditions of any applicable collective bargaining agreement.

CONTRACTUAL REF'S: Teacher Assistants Unit ARTICLE X
 Secretaries and Clerks ARTICLE IX
 Maintenance and Custodial Employees ARTICLE V
 Cafeteria Employees ARTICLE VIII

SUPPORT STAFF HIRING

All candidates will be considered on the basis of their merits, qualifications, and the needs of the school system. In each instance, the Superintendent and others playing a role in the selection process will seek to employ the best qualified person for the job.

Vacancies in positions will be filled by the Superintendent and/or the Principal in accordance with the law and in compliance with the applicable collective bargaining agreement.

CONTRACTUAL REFS: Teacher Assistants Unit Article X
 Association of Secretaries and Clerks Article IX
 Maintenance and Custodians Article V
 Cafeteria Employees Article VIII

LEGAL REFS.: M.G.L. 71:55B; 71:59B; 264:14

SUPPORT STAFF PROBATION

The probationary period for employees covered by a collective bargaining agreement will be as provided therein.

Employees not covered by a collective bargaining agreement are, at all times, employees at-will except to the extent their right to employment may be protected by federal or state statute or by a written individual employment contract signed by both the employee and an authorized representative of the School District. The first six months any such employee spends in a position will be an adaptive period during which time the employee will be assisted and supervised in adapting to the job and his/her ability to so adapt will be monitored. Should the employee at any such time during this six month period not make satisfactory progress in adapting, a new employee will be released and an employee transferred from another position will normally be returned to that position if available.

CONTRACTUAL REFS.: Teacher Assistants, ARTICLE XXI
 Secretaries and Clerks ARTICLE IX
 Custodians and Maintenance ARTICLE V
 Cafeteria Employees ARTICLE VIII

SUPPORT STAFF ASSIGNMENTS AND TRANSFERS

The Superintendent will make district-wide assignments and transfers of support staff members for the efficient operation of the school department.

The Principal is responsible for assigning support staff in his/her own building.

The preferences of employees will be taken into consideration in making assignments and transfers; however, the best interests of students and the school system will be given priority.

CONTRACT REFS.: Cafeteria Employees ARTICLE II, VIII
 Teacher Assistants ARTICLE III, X
 Custodians and Maintenance, ARTICLE II, V
 Secretaries and Clerks ARTICLE III, IX

SUPPORT STAFF TIME SCHEDULES

The work day and the work year for members of the support staff will be as set forth in any applicable collective bargaining agreement.

Specific time schedules for support staff members will be set by the appropriate administrators. Administrators will inform the Superintendent of the assigned schedules.

CONTRACTUAL REFS.: Teacher Assistants ARTICLE VIII
Secretaries and Clerks, ARTICLE XV
Custodians and Maintenance, ARTICLE XI
Cafeteria Employees, ARTICLE VII

EVALUATION OF SUPPORT STAFF

The purpose of the Natick Public Schools' performance evaluation process for support staff is to ensure the periodic communication between an employee and supervisor in order to improve performance. Support staff are evaluated annually by their immediate supervisor and the building Principal. Goals are set by the employee and supervisor for each school year and reviewed at the end of the evaluation cycle. The evaluation year begins on the first teacher day of the school year and ends on the day prior to the first teacher day of the subsequent school year.

A copy of each evaluation report shall be furnished to the employee who shall have the right to discuss same with the evaluator(s). The employee shall sign the evaluation to indicate receipt, but such signature shall in no way indicate agreement with the content thereof.

CONTRACTUAL REF'S: Teacher Assistants Article IX

SUPPORT STAFF PROMOTIONS

The School District encourages non-represented employees to pursue promotional opportunities. When hiring, preference will be given to qualified applicants from within the school system, provided their qualifications are equal to those of other applicants. However, the best qualified person from among all who apply within and without the school system will be selected.

RETIREMENT OF SUPPORT STAFF MEMBERS

All full-time non-instructional personnel are required to participate in the Commonwealth of Massachusetts Retirement System.

Periodically, the Superintendent will present to the Committee the names of support staff members who have indicated their intentions to retire.

LEGAL REFS.: Age Discrimination in Employment Law, P.L. 95-256

SUSPENSION AND DISMISSAL OF SUPPORT STAFF MEMBERS

Support staff employed by the School District may be terminated by the Principal of the building in which they serve, with the approval of the Superintendent. However, employees may request the Superintendent to review the circumstances of their termination.

In the event of failure to perform as required, the Superintendent may immediately suspend or terminate employment depending upon agreement language.

Support staff employees may or may not be given prior notice of their dismissal depending upon the circumstances.

The Superintendent, or the Principal, with the approval of the Superintendent, may also suspend/remove employees from their individual assignments.

SOURCE: MASC September 2016

Revised and Approved by the Natick School Committee on May 2, 2022