

File: GBJ - PERSONNEL RECORDS

Reviewed PSC 9/8/20

Information about staff members is required for the daily administration of the school district 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 folder 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 their 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 members 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 their written response in the file.
6. Lists of school district employees' home addresses will be released only to governmental agencies as required for official reports or by the laws.

SOURCE: MASC

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

CONTACT REF.: All Agreements

CROSS REFS.: [KDB](#), Public's Right to Know



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1. A personnel folder for each present and former employee will be accurately maintained ~~in accordance with the Public Records Retention Schedule~~ 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.
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File: GBK - STAFF COMPLAINTS AND GRIEVANCES

Reviewed for PSC - School Committee 1st Reading

The Regional School Committee will encourage the administration to develop effective means of resolving differences that may arise among employees and between employees and administrators; reduce potential areas of grievances; and establish and maintain recognized channels of communication between the staff, administration, and School Committee.

It is the Committee's desire that grievance procedures provide for prompt and equitable adjustment of differences at the lowest possible administrative level, and that each employee be assured opportunity for an orderly presentation and review of complaints and concerns.

Channels established will provide for the following

1. That teachers and other school employees may appeal a ruling of a Principal or other administrator to the Superintendent.
2. That all school employees may appeal a ruling of the Superintendent to the School Committee, except in those areas where the law has specifically assigned authority to the Principal and/or the Superintendent and Committee action would be in conflict with that law.
3. That all hearings of complaints before the Superintendent or School Committee be conducted in the presence of the administrator who made the ruling that is the subject of the grievance.

The process established for the resolution of grievances in contracts negotiated with recognized employee bargaining units will apply only to "grievances" as defined in the particular contract.

SOURCE: MASC September 2020

LEGAL REFS.: M.G.L. [150E:5](#); [150E:8](#)

CONTRACT REFS.: All Contract Agreements

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SOURCE: MASC September 2020

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

CONTRACT REFS.: All Contract Agreements

File: GCBB - EMPLOYMENT OF PRINCIPALS

Reviewed for PSC – School Committee 1st Reading

Principals shall be employed by the King Philip Regional School District under individual contracts of employment. Said contracts shall be submitted to 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 Regional 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 Regional 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 their direction.

SOURCE: MASC September 2016

LEGAL REF.: M.G.L. [71:41](#); [71:59B](#)

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Initial cContracts issued to principals may be ~~from one-up~~ to three years in length, and may be reissued by the Superintendent at levels of compensation/benefits, determined by the Regional School Committee, provided that the Superintendent may employ a Principal under the terms and conditions of the previous ~~year's~~ 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 Regional School Committee and the directives of the Superintendent, and annually ~~by February 1~~ must submit, with the school council, the educational goals and school improvement plan for the school building(s) under ~~his/her~~ their direction.

SOURCE: MASC September 2016

LEGAL REF.: M.G.L. 71:41; 71:59B

CROSS REFS.: ~~BDEA-E, School Improvement Plan~~

File: GCF - PROFESSIONAL STAFF HIRING

Reviewed for PSC – School Committee 1st Reading

Through its employment policies, the District will strive to attract, secure, and hold the highest qualified personnel for all professional positions.

It is the responsibility of the Superintendent, and of persons to whom he or she delegates this responsibility, to determine the personnel needs of the school district and to locate suitable candidates. No position may be created without the approval of the School Committee. The District's goal is to employ and retain personnel who are motivated, will strive always to do their best, and are committed to providing the best educational environment for the students.

It will be the duty of the Superintendent to see that persons considered for employment in the schools meet all certification requirements and the requirements of the Committee for the type of position for which the nomination is made.

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

1. There will be no discrimination in the hiring process due to race, color, religion, national origin, sex, gender identify, sexual orientation age, genetic information, ancestry, military status, disability, pregnancy or pregnancy related condition.
2. The quality of instruction is enhanced by a staff with a wide variation in background, educational preparation, and previous experience.
3. The administrator responsible for the hiring of a staff member (in the case of District-wide positions, for the position of Principals, it is the Superintendent; for building-based personnel, it is the Principal) is directed to establish a representative screening committee. The administrator has the final say in determining who will be hired but it is expected that the screening committee's input will be a factor in the decision. For those positions where the hiring authority rests with the School Committee, a representative screening committee may be established by the School Committee, or the School Committee may direct the Superintendent to establish a screening committee to assist the Superintendent in making their recommendation to the School Committee.

SOURCE: MASC March 2018

LEGAL REFS.: M.G.L. [69:6](#); [71:38](#); [71:38G](#); [71:39](#); [71:45](#);

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

BESE Regulations 603 CMR [7:00](#), 26:00, and [44:00](#)

NOTE: School Committees may determine the size and composition of the screening committee.

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It will be the duty of the Superintendent to see that persons con-sidered for employment in the schools meet all certification requirements and the requirements of the Committee for the type of position for which the nomination is made.

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

1. There will be no discrimination in the hiring process due to race, color, religion, national origin, sex, gender identify, sexual orientation age, genetic information, ancestry, military status, disability, pregnancy or pregnancy related condition. ~~sex, creed, race, color, national origin, disability, sexual orientation or place of residence.~~
2. The quality of instruction is enhanced by a staff with a wide variation in background, educational preparation, and previous experience.
3. The administrator responsible for the hiring of a staff member (in the case of District-wide positions, for the position of Principals, it is the Superintendent; for building-based personnel, it is the Principal) is directed to establish a representative screening committee. The administrator has the final say in determining who will be hired but it is expected that the screening committee's input will be a factor in the decision. For those positions where the hiring authority rests with the School Committee, a representative screening committee may be established by the School Committee, or the School Committee may direct the Superintendent to establish a screening committee to assist the Superintendent in making their recommendation to the School Committee.

SOURCE: MASC March 2018

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NOTE: School Committees may determine the size and composition of the screening committee.

File: GCG - SUBSTITUTE PROFESSIONAL STAFF EMPLOYMENT

Reviewed for PSC – School Committee 1st reading

The school district will employ as substitute teachers, to the extent possible, persons who meet the requirements for teacher appointments and will assign teachers substitute teaching positions on the basis of their areas of competence. When the supply of potential substitutes in a particular subject area is too limited to meet school department needs, there will be active recruitment for substitutes in those areas. 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 Regional School Committee will set the daily rate of pay for substitute teachers, including extended-term substitutes. The latter will be granted such additional benefits as approved by the School Committee.

SOURCE: MASC

**File: GCG - ~~PART-TIME AND~~ SUBSTITUTE PROFESSIONAL STAFF
EMPLOYMENT**



Reviewed for PSC

Part-Time Teachers

~~Teachers may be employed on a part-time basis. The salary of part-time teachers will be on a pro-rata basis of that of a full-time teacher (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. Periodically he/she will submit to the Superintendent a list of qualified substitutes for approval.~~

The school district will employ as substitute teachers, to the extent possible, persons who meet the requirements for teacher appointments and will assign teachers substitute teaching positions on the basis of their areas of competence. When the supply of potential substitutes in a particular subject area is too limited to meet school department needs, there will be active recruitment for substitutes in those areas. 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.

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SOURCE: MASC

File: GCJ - PROFESSIONAL TEACHER STATUS

PSC Review 10/15/20 – School Committee 1st reading

Teachers and certain other professional employees who have served in the school district for three consecutive years shall be entitled to professional teacher status. However, 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 their decisions on the results of evaluation procedures conducted according to Regional School 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 district subject to satisfactory evaluations. A teacher with professional teacher status whose position is abolished by the Regional School Committee may be continued in the employ of the school district in another position for which they are 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 they are not legally qualified.

Established by law and Committee policy

SOURCE: MASC 2016

LEGAL REFS.: M.G.L. [71:38](#); [71:38G](#); [71:38H](#); [71:41](#); [71:42](#); [71:42B](#); [71:43](#)

NOTE: Regional school districts should cite M.G.L. [71:42B](#) at this code.

LEGAL REFS.: M.G.L. [71:42B](#)

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LEGAL REFS.: M.G.L. 71:42B

File: GCO - EVALUATION OF PROFESSIONAL STAFF

Reviewed for Policy Subcommittee – School Committee 1st Reading

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 Regional School Committee. Regular reports will be made to the Superintendent concerning the outcomes of these evaluations.

The evaluation process will include:

1. The development and periodic review of techniques and procedures for making evaluations;
2. Interpretation of the information gained in the evaluative process in terms of the objectives of the instructional program; and
3. The application of the information gained to the planning of staff development and in-service training activities, which are designed to improve instruction and increase teacher competence.

The evaluation process will include self-evaluation, supervisor initiated observations, and teacher initiated observations.

The formal evaluations will be written and will be discussed by the supervisor and the person being evaluated. The discussions may either precede or follow the writing of the evaluation document. Copies of the written summative document will be signed by both parties and incorporated into the personnel files of the teacher or administrator. In addition, the individual and their department chair (if applicable) will receive a signed copy. The signature should indicate that the evaluation has been read and discussed.

The written evaluation should be specific in terms of the person's strengths and weaknesses. Those areas where improvement is needed should be clearly set forth and recommendations for improvement should be made. Subsequent evaluations should address themselves to any improvement or to any continuing difficulty that is observed.

SOURCE: MASC

LEGAL REF: M.G.L. [69:1B](#); [71:38](#); [71:38Q](#); [150E](#); [152B](#)

603 CMR 35:00

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LEGAL REF: M.G.L. 69:1B; 71:38; 71:38Q; 150E; 152B

603 CMR 35:00

File: GCQD - RESIGNATION OF PROFESSIONAL STAFF MEMBERS

Reviewed for Policy Subcommittee – MASC ONLY/NEW TO KP

School Committee 1st reading

Professional staff members may discontinue their service in the school district 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.

SOURCE: MASC



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SOURCE: MASC

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File: GCRD - TUTORING FOR PAY

Reviewed for PSC – School Committee 1st Reading

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.

A teacher cannot recommend that one of their own students get tutoring, and then be paid to tutor that same student in a second job.

A teacher may not tutor students who are currently in their class. Even if the teacher does not recommend that the current student receive private tutoring, the teacher should not tutor current students.

Teachers and other public employees may not approach a student, or the student's parents/guardians, seeking private tutoring work. A teacher may provide tutoring when the relationship is initiated by the parents/guardians or a student, but, if the student is, or in the future may be, under the teacher's authority, the teacher will need to provide a written disclosure.

A teacher cannot use school resources such as classrooms or materials in connection with a private tutoring business. A public school employee cannot use a school or district website to advertise private tutoring services. Schools cannot send home brochures for a particular tutoring service with the children.

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 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 or she is to be tutored.

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

LEGAL REF: M. G. L. [268A](#) Mass. Ethics Commission FAQs for Public School Teachers

SOURCE: MASC 2013

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LEGAL REF: M. G. L. 268A Mass. Ethics Commission FAQs for Public School Teachers

SOURCE: MASC 2013

NOTE: A teacher cannot tutor in their own district if the district is going to pay for the tutoring unless the district has included a provision in the teachers' collective bargaining agreement providing a set amount of extra pay for tutoring by teachers that will be included in the teachers' regular paychecks.

Commented [1]: do we?

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File: GDCCA - INDEPENDENT EMPLOYEES SICK LEAVE BANK

Reviewed for PSC – KP only/MASC does not have this policy

School Committee 1st reading

The Independent Employees Contract (IEC) employees are not a unit represented by a union or other organized labor group. Each of the IEC employees individually bargains their employment contract with either the Superintendent of Schools or School Committee based on State law and regulations.

1. Purpose:

A. The School Committee provides IEC individuals the ability to create an IEC sick leave bank. The purpose of the sick leave bank is to provide a small measure of financial security to IEC members who face a medical situation where their individual sick leave benefits as outlined in their contract are exhausted.

B. The IEC members recognize that the sick leave bank is not a disability fund or disability insurance. The bank provides support for IEC members who have a prolonged illness and who meet the eligibility requirements set forth herein. It is a benefit that is based on the IEC member's contributions.

2. Membership eligibility:

A. The bank can only be used by active IEC members under a King Philip Regional School District Individual Employment Contract.

B. An employee wishing to join the IEC sick leave bank must make an initial deposit of three (3) days from his or her then accrued sick leave accumulation no later than thirty (30) days after the effective date of the establishment of the IEC sick leave bank or the commencement of the fiscal year. Failure to make the initial donation within this time limit shall disqualify an employee from obtaining membership until the next fiscal year (July 1) when membership may again be sought in accordance with the procedure set forth herein.

3. Withdrawal:

A. An IEC sick leave bank member must have an illness that has a duration of ten scheduled work days or longer in order to access the bank.

B. To access the bank, an individual IEC member must file an application and request a meeting of the IEC sick leave bank committee through the payroll and benefits office.

C. Only members who have contributed to the sick leave bank can withdraw from the bank.

D. IEC members need to contribute three (3) sick days to the bank, either all at once or one each year for three consecutive years.

E. Once an IEC member has contributed to the bank he or she can apply to withdraw from the bank, even if the member has not yet given three days (but at least 1) provided that he or she has met the requirements for withdrawing.

4. Application Review Process

A. The sick leave bank committee will consist of 2 IEC members and 3 members of the School Committee, each representing one of the District's three towns.

B. The request for sick leave bank days will include medical documentation related to the type of illness, the seriousness of the illness, the length of the anticipated medical leave and expected or anticipated return to work date, such documentation certified by a physician or medical provider registered to practice in the Commonwealth of Massachusetts or the employee's state of residence. Medical information pertaining to the member's withdrawal application is confidential and will be maintained in a confidential file outside of the employee's personnel file.

C. The following criteria will be used by the committee in administering the bank and determining the eligibility and amount of leave:

- Adequacy of medical evidence of serious illness or incapacitation.
- Length of service in the school system and whether the individual has accessed the bank before.
- Prior attendance record and propriety of prior use of sick leave.

D. The committee may in its discretion request additional medical information from the applicant.

E. An individual who applies to withdraw from the sick bank must have exhausted all of their accrued sick time, or must anticipate that he or she will exhaust all accrued sick time within 5 days of the date the application is filed.

5. Duration

A. An individual may file an application to the sick leave bank for up to twenty work days. Any unused approved days will return to the sick leave bank at the end of the fiscal year in which they were approved.

B. Applications for sick leave bank can be renewed for an additional twenty work days at the discretion of the sick leave bank committee. The individual must re-apply with updated medical documentation, which will be considered by the committee. Additional requested days may be granted by the committee upon demonstration of additional need by the applicant. In no event shall the sick leave bank committee grant members more than 60 work days during a single year.

6. Additional Provisions

A. In the event that the total available days in the IEC sick leave bank is depleted, members will be asked to donate three (3) days as outlined above in order to remain a member of the bank in good standing.

B. At the resignation or retirement of an IEC member, the member may contribute up to 5 unused sick days to the bank.

Approved: 11/21/16

File: GDCCA - INDEPENDENT EMPLOYEES SICK LEAVE BANK

Reviewed for PSC – KP only/MASC does not have this policy

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B. The IEC members recognize that the sick leave bank is not a disability fund or disability insurance. The bank provides support for IEC members who have a prolonged illness and who meet the eligibility requirements set forth herein. It is a benefit that is based on the IEC member's contributions.

2. Membership eligibility:

A. The bank can only be used by active IEC members under a King Philip Regional School District Individual Employment Contract.

B. An employee wishing to join the IEC sick leave bank must make an initial deposit of three (3) days from his or her then accrued sick leave accumulation no later than thirty (30) days after the effective date of the establishment of the IEC sick leave bank or the commencement of the fiscal year. Failure to make the initial donation within this time limit shall disqualify an employee from obtaining membership until the next fiscal year (July 1) when membership may again be sought in accordance with the procedure set forth herein.

3. Withdrawal:

A. An IEC sick leave bank member must have an illness that has a duration of ten scheduled work days or longer in order to access the bank.

B. To access the bank, an individual IEC member must file an application and request a meeting of the IEC sick leave bank committee through the payroll and benefits office.

C. Only members who have contributed to the sick leave bank can withdraw from the bank.

D. IEC members need to contribute three (3) sick days to the bank, either all at once or one each year for three consecutive years.

E. Once an IEC member has contributed to the bank he or she can apply to withdraw from the bank, even if the member has not yet given three days (but at least 1) provided that he or she has met the requirements for withdrawing.

4. Application Review Process

A. The sick leave bank committee will consist of 2 IEC members and 3 members of the School Committee, each representing one of the District's three towns.

B. The request for sick leave bank days will include medical documentation related to the type of illness, the seriousness of the illness, the length of the anticipated medical leave and expected or anticipated return to work date, such documentation certified by a physician or medical provider registered to practice in the Commonwealth of Massachusetts or the employee's state of residence. Medical information pertaining to the member's withdrawal application is confidential and will be maintained in a confidential file outside of the employee's personnel file.

C. The following criteria will be used by the committee in administering the bank and determining the eligibility and amount of leave:

- Adequacy of medical evidence of serious illness or incapacitation.
- Length of service in the school system and whether the individual has accessed the bank before.
- Prior attendance record and propriety of prior use of sick leave.

D. The committee may in its discretion request additional medical information from the applicant.

E. An individual who applies to withdraw from the sick bank must have exhausted all of their accrued sick time, or must anticipate that he or she will exhaust all accrued sick time within 5 days of the date the application is filed.

5. Duration

A. An individual may file an application to the sick leave bank for up to twenty work days. Any unused approved days will return to the sick leave bank at the end of the fiscal year in which they were approved.

B. Applications for sick leave bank can be renewed for an additional twenty work days at the discretion of the sick leave bank committee. The individual must re-apply with updated medical documentation, which will be considered by the committee. Additional requested days may be granted by the committee upon demonstration of additional need by the applicant. In no event shall the sick leave bank committee grant members more than 60 work days during a single year.

6. Additional Provisions

A. In the event that the total available days in the IEC sick leave bank is depleted, members will be asked to donate three (3) days as outlined above in order to remain a member of the bank in good standing.

B. At the resignation or retirement of an IEC member, the member may contribute up to 5 unused sick days to the bank.

Approved: 11/21/16

File: GDQD - SUSPENSION AND DISMISSAL OF SUPPORT STAFF MEMBERS

Reviewed for PSC – School Committee 1st reading

Support staff employees 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 on 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



File: GDQD - SUSPENSION AND DISMISSAL OF SUPPORT STAFF MEMBERS

Reviewed for PSC

Support staff employees 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.

~~Bus drivers are employed on a monthly basis with continuity of employment conditioned only upon satisfactory performance.~~ 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 ~~will generally~~ be given prior notice of their dismissal ~~two weeks prior to the effective date.~~ Depending on 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

File: GDE - SUPPORT STAFF RECRUITING/POSTING OF VACANCIES

Reviewed for PSC – KP Only-MASC does not have this policy.

School Committee Review

- RESCIND

The Regional School Committee will establish, and budget for, support staff positions in the school district 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 Superintendent for district-wide positions. The Superintendent will confer with principals and other supervisory personnel, as appropriate, in making district wide selections.

All support staff vacancies will be made known to all support staff personnel.

CONTRACT REF: Custodian's Contract, Food Services Contract, Secretary and

Teacher Assistants' Contract



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CONTRACT REF: Custodian's Contract, ~~Cafeteria Workers~~ Food Services Contract, Secretary and

Teacher Assistants' Contract

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