



**NORTH ANDOVER PUBLIC SCHOOLS**  
**Employee Handbook**

**NASC**  
Approved

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## **I. INTRODUCTION & GENERAL INFORMATION**

North Andover Public Schools wishes all of its employees great success in each and every position. All employees play an important role in our schools and we appreciate the effort and dedication put forth in order to bring out the best in our students.

This Employee Handbook should provide general guidance to all employees on specific policies and practices in the school district. It is recommended that all staff review it annually. Newly hired employees are required to acknowledge that they have read and will comply with these policies and practices.

This handbook does not and is not intended to create any enforceable rights or promises of any kind with respect to the terms and conditions of employment. If an employee needs clarification or additional information regarding the policies and procedures contained in this handbook, they should contact an immediate supervisor or Human Resources.

Where negotiated terms of collective bargaining agreements differ, the terms of the collective bargaining agreement will take precedence over the language in this handbook. North Andover Public Schools and the North Andover School Committee reserve the right to exercise discretion at any time to amend, modify, revoke, rescind or add to any section contained in this Employee Handbook.

### **A. School District Website**

The North Andover Public Schools maintains an internet website where information can be found. All job postings, employee benefits and forms and other items of interest to employees can be found on our website. The website address is:  
[www.northandoverpublicschools.com](http://www.northandoverpublicschools.com).

### **B. School Calendar**

Go to [www.northandoverpublicschools.com](http://www.northandoverpublicschools.com) for a current copy of the school calendar. The calendar link can be found on the home page.

### **C. Availability of Copies of Collective Bargaining Agreements**

The North Andover Public Schools have five employee bargaining units. The collective bargaining agreements can be found on the district website. Go to “Human Resources” then “Union Contracts.”

### **D. School Cancellations**

On days that schools are closed due to inclement weather or other emergency conditions, such closings are announced on the radio and local television stations. All cancellations or delay notifications are also posted on our website and via an automated

call message from the Superintendent of Schools. Certain employees may be required to report to work, even in inclement weather. Your supervisor will advise you if your position falls within this category.

## **II. GENERAL EMPLOYMENT PROVISIONS**

### **A. Employment-at-Will**

Employment with the district is voluntarily entered into and the employee is free to resign at will at any time, with or without reason. Similarly, the North Andover Public School District may terminate its employment relationship with any employee at-will at any time, with or without notice or reason, provided there is no violation of applicable federal or state law.

The provisions of this Employee do not and are not intended to create a contract of employment between the district and any of its employees, nor are they to be construed to constitute contractual obligations of any kind. Rather, they are provided for guidance purposes only. The provisions of this Policy have been developed at the discretion of the Superintendent and the School Committee and, except for its policy of employment-at-will, may be amended, modified, revoked, rescinded or added to at any time, in the district's sole discretion. This Policy does not and is not intended to create any enforceable rights or promises of any kind with respect to the terms and conditions of employment.

These provisions supersede all existing policies and practices and may not be amended or added to without the express written approval of the Superintendent and the School Committee.

### **B. Equal Employment Opportunity**

In order to provide equal employment and advancement opportunities to all individuals, employment decisions are based on merit, qualifications, and abilities. The district does not discriminate in employment opportunities or practices on the basis of race, color, religious creed, sex, national origin, ancestry, gender, sexual orientation, pregnancy, veteran's status, military service, age, marital status, genetic information, handicap or on any other basis protected by federal, state, or local law or ordinance. This policy governs all aspects of employment, including selection, job assignment, compensation, advancement, workforce reduction or transfer, leaves of absence, discipline, termination, and access to benefits and training.

The Superintendent's office will make reasonable accommodations for qualified handicapped individuals with known handicaps, unless doing so would result in an undue hardship.

Any employees with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of the Superintendent or the Director of Human Resources. Employees can raise concerns and make reports

without fear of reprisal or retaliation of any kind. Anyone found to be engaging in any type of unlawful discrimination or retaliation will be subject to disciplinary action, up to and including termination of employment.

### **C. Nondiscrimination**

#### **School Committee Policy AC:**

The North Andover Public Schools does not tolerate discrimination against students, parents, employees or the general public on the basis of race, color, national origin, sex, sexual orientation, gender identity, disability, homelessness, religion, age or immigration status. The North Andover Public Schools is also committed to maintaining a school environment free of harassment based on race, color, religion, national origin, gender, sexual orientation, gender identity, pregnancy or pregnancy status, veteran status, age or disability. In addition, the District provides equal access to all designated youth groups. Consistent with the requirements of the McKinney-Vento Act, the District also does not discriminate against students on the basis of homelessness. The Superintendent shall designate at least one administrator to serve as the compliance officer for the District's non-discrimination policies in education-related activities, including but not limited to responding to inquiries related to Title VI of the Civil Rights Act of 1964; Title VII of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; Title II of the Americans with Disabilities Act; the Age Act; M.G.L c. 76, § 5; M.G.L. c. 151B and 151C; and 603 C.M.R. § 26.00.

Inquiries about the application of Title IX to the District may be referred to the District's Title IX Coordinator, to the Assistant Secretary of the U.S. Department of Education, or both. The North Andover Public Schools' policy of nondiscrimination will extend to students, staff, the general public, and individuals with whom it does business; no person shall be excluded from or discriminated against in employment, admission to a public school of North Andover or in obtaining the advantages, privileges, and courses of study of such public school on account of race, color, religion, national origin, gender, sexual orientation, gender identity, pregnancy or pregnancy status, veteran status, age or disability.

In addition to designating at least one administrator to handle inquiries regarding the District's non-discrimination policies, the Superintendent shall adopt and publish one or more grievance procedures for addressing reports of discrimination, harassment and retaliation under the protected classes identified in this policy. If an individual interested in filing a complaint that they have been discriminated against because of their race, color, religion, national origin, gender, sexual orientation, gender identity, pregnancy or pregnancy status, veteran status, age or disability, their complaint should be filed in accordance with the District's grievance procedures for discrimination, harassment, and retaliation. The student handbooks and grievance procedures shall identify the name, office address and telephone number for the compliance officer(s) for the above-referenced statutes and this policy and be posted on the District's website.

## **E. Nondiscrimination on the Basis of Handicap**

School Committee Policy ACE:

Title II of the Americans With Disabilities Act of 1992 requires that no qualified individual with a disability shall, because the District's facilities are inaccessible to or unusable by individuals with disabilities, be excluded from participation in, or be denied the benefits of the services, programs, and activities of the District or be subject to discrimination. Nor shall the District exclude or otherwise deny services, programs, or activities to an individual because of the known disability of a person with whom the individual is known to have a relationship or association.

**Definition:** A "qualified individual with a disability" is an individual with a disability who, with or without reasonable modification to rules, policies, or practices, the removal of architectural, communication, or transportation barriers, or the provision of auxiliary aids and services, meets the essential eligibility requirements for the receipt of services or the participation in programs or activities provided by the District.

**Reasonable Modification:** The District shall make reasonable modification in policies, practices, or procedures when the modifications are necessary to avoid discrimination on the basis of disability, unless the District can demonstrate that making the modifications would fundamentally alter the nature of the service, program, or activity.

**Communications:** The District shall take the appropriate steps to ensure that communications with applicants, participants, and members of the public with disabilities are as effective as communications with others. To this end, the District shall furnish appropriate auxiliary aids and services where necessary to afford an individual with a disability an equal opportunity to participate in, and enjoy benefits of, a service, program, or activity conducted by the District. In determining what type of auxiliary aid or service is necessary, the District shall give primary consideration to the requests of the individuals with disabilities.

**Auxiliary Aids and Services:** "Auxiliary aids and services" includes (1) qualified interpreters, note takers, transcription services, written materials, assisted listening systems, and other effective methods for making aurally delivered materials available to individuals with hearing impairments; (2) qualified readers, taped texts, audio recordings, Braille materials, large print materials, or other effective methods for making visually delivered materials available to individuals with visual impairments; (3) acquisition or modification of equipment or devices and (4) other similar services and actions.

**Limits of Required Modification:** The District is not required to take any action that it can demonstrate would result in a fundamental alteration in the nature of a service, program, or activity or in undue financial and administrative burdens. Any decision that, in compliance with its responsibility to provide effective communication for individuals with disabilities, would fundamentally alter the service, program, or activity or unduly burden the District shall be made by the School Committee after

considering all resources available for use in funding and operating the program, service, or activity. A written statement of the reasons for reaching that conclusion shall accompany the decision.

**Notice:** The District shall make available to applicants, participants, beneficiaries, and other interested persons information regarding the provisions of Title II of the American with Disabilities Act (ADA) and its applicability to the services, programs, or activities of the District. The information shall be made available in such a manner as the School Committee and Superintendent find necessary to apprise such persons of the protections against discrimination assured them by the ADA.

**Compliance Coordinator:** The District shall designate the Assistant Superintendent of Schools for Teaching and Learning to coordinate its efforts to comply with and carry out its responsibilities under Title II of ADA, including any investigation of any complaint communicated to it alleging its noncompliance or alleging any actions that would be prohibited under ADA. The District shall make available to all interested individuals the name, office address, and telephone number of the employee(s) so designated and shall adopt and publish procedures for the prompt and equitable resolution of complaints alleging any action that would be prohibited under the ADA. The school system receives federal financial assistance and must comply with the above requirements. Additionally, the School Committee is of the general view

1. Discrimination against a qualified handicapped person solely on the basis of handicap is unfair; and
2. To the extent possible, qualified handicapped persons should be in the mainstream of life in the school community. Accordingly, employees of the school system will comply with the above requirements of the law and policy statements of this Committee to ensure nondiscrimination on the basis of handicap.

## **F. Nepotism**

The state conflict of interest law prohibits elected and appointed public officials at the state, county, and municipal level from participating in particular matters<sup>4</sup> in which their immediate family members have a financial interest.<sup>5</sup> Immediate family is defined in the statute as "the employee and his spouse, and their parents, children, brothers and sisters." For example, an official's brother-in-law would be considered "immediate family" if he were the brother of the official's spouse but not if he were married to the official's sister. There may be exemptions or exceptions to this general rule. Every employee is expected to inquire with the Human Resources Director or the State Ethics Commission if they believe they may have a conflict of interest in a particular matter.

Public officials are prohibited from using their position to secure an unwarranted privilege of substantial value for themselves or others, or from acting in a manner which gives a basis for the impression either that they are improperly influenced by another person, or that someone is unduly enjoying their favor because of kinship. Therefore, if a public official wishes to participate in a matter which affects the financial interest of a relative, even if that relative is not a member of his or her immediate family, (e.g., a

cousin or a niece) they may not give preference to the relative because of the relationship. They must also be careful to avoid the appearance of favoritism based on kinship. This is done by publicly disclosing the relationship and following ordinary and accepted procedures without deviation. *State Ethics Commission Advisory on Nepotism, 12/15/1986*

No person shall be hired or promoted based upon their family relationship to another district employee. No employee shall be in a position that supervises his/her relative, directly or indirectly. Candidates for employment shall be required as part of the hiring process to disclose if he/she has any relatives employed by the district.

### **G. Gifts to and Solicitations by Staff**

School Committee Policy GBEBEC:

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 a 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.

### **G. Online Fundraising And Solicitations - Crowdfunding By Staff**

School Committee Policy GBEBD:

School District employees shall comply with all of the following provisions relating to online solicitations and the use of crowdfunding services for school-related purposes as well as all applicable laws, regulations and district policies. No online fundraising may occur except as provided below.

The Superintendent shall have final authority to approve any online fundraising activities by school district employees and shall determine and communicate to Principals the circumstances under which online fundraising proposals shall require Superintendent or School Committee approval in accordance with law and school district policy (KCD). The Principal of each school shall approve all online fundraising activities within their buildings prior to any employee posting any such fundraising solicitation.

Any solicitation shall be for educational purposes only (field trips, supplies, supplemental materials, books, etc.). The solicitation of personal items (coats, nutritional snacks, etc.) shall only be to benefit students directly. To the extent an employee solicits any technology or software, the employee shall secure the prior written approval of the Director of Technology or designee prior to any such solicitation. Any employee seeking to display or post a photograph of a student in conjunction with a fundraising solicitation must first secure the written consent of the student's parent or guardian.

Employees shall not use a crowdfunding source, or set up their appeal in such a way, that they are asking for donations directly from people over whom the employee making the request has authority, or with whom the public employee is having official dealings (such as parents of students in a teacher's classroom- the solicitation can say "Classroom X needs tissues and crayons," but it shouldn't be directed to parents who have shared email addresses with the teacher for purposes of communicating about their student).

Employees using crowdfunding services shall periodically disclose in writing to the Superintendent the names of all individuals whom the employee has directly solicited in any manner including but not limited to oral, written, or electronic solicitation. The

Superintendent shall maintain these disclosures as public records available for public review.

Employees may only use crowdfunding services that send the items or proceeds solicited by the employee directly to the employee's school or to the school district. Employees must verify under the crowdfunding service's terms and conditions that they meet all requirements for such solicitation. Items or proceeds directly sent to employees are considered gifts to the employee and may result in violation of state ethics laws.

If an employee's proposal is approved by the crowdfunding service, the employee agrees to use the donated materials solely as stated in the employee's proposal.

If a solicitation is not fully funded within the time period required by the crowdfunding service, or the solicitation cannot be concluded for any reason, every attempt will be made to return donations to the donors. Donations unable to be returned shall only be used as account credits for future solicitations.

Unless otherwise approved by the Superintendent in writing, all goods and/or proceeds solicited and received through any online solicitation shall become the property of the School Committee, and not of the individual employee who solicited the item(s) or funds. The employee is prohibited from taking any such item(s) or funds to another school or location, without the Superintendent's written approval.

## **H. Conflict of Interest Law**

As an employee, it is necessary for you to become familiar with Chapter 268A of the Massachusetts General Laws, the Conflict of Interest Law.

### **Summary of the Conflict of Interest Law for Municipal Employees**

The conflict of interest law seeks to prevent conflicts between private interests and public duties, foster integrity in public service, and promote the public's trust and confidence in that service by placing restrictions on what municipal employees may do on the job, after hours, and after leaving public service, as described below. The sections referenced below are sections of G.L. c. 268A.

If the State Ethics Commission determines that the conflict of interest law has been violated, it can impose a civil penalty of up to \$10,000 (\$25,000 for bribery cases) for each violation. In addition, the Commission can order the violator to repay any economic advantage he gained by the violation, and to make restitution to injured third parties. Violations of the conflict of interest law can also be prosecuted criminally.

You do not have to be a full-time, paid municipal employee to be considered a municipal employee for conflict of interest purposes. Anyone performing services for a city or town or holding a municipal position, whether paid or unpaid, including full- and part-time municipal employees, elected officials, volunteers, and consultants, is a municipal employee under the conflict of interest law. An employee of a private firm can also be a

municipal employee, if the private firm has a contract with the city or town and the employee is a "key employee" under the contract, meaning the town has specifically contracted for her services. The law also covers private parties who engage in impermissible dealings with municipal employees, such as offering bribes or illegal gifts.

The following is a brief list of actions prohibited by the law.

### **On The Job Restrictions**

- **Bribes** – A bribe is anything of value corruptly received by a public employee in exchange for the employee being influenced in his/her official actions. Giving, offering, receiving, or asking for a bribe is illegal.
- **Gifts and Gratuities** – Asking for or accepting a gift because of your official position, or because of something you can do or have done in your official position, is prohibited. Public employees may not accept gifts and gratuities valued at \$50 or more given to influence their official actions or because of their official position.
- **Class Gifts ~~New Exemption~~**  
A teacher may accept a gift or several gifts during the school year, from public school students and/or their parents and guardians, with an aggregated value up to \$150, if the gift is identified only as being from the class and the identity of the givers and the individual amounts given are not identified to the recipient. A teacher may accept a class gift and also individual gifts from persons who did not contribute to the class gift. Individual gifts must be disclosed if, based on the specific circumstances, a reasonable person might think that the teacher's actions would be influenced by the gift. Any questions about this exception should be directed to the State Ethics Commission at 617-371-9500.
- **Misuse of Position** – Using your official position to get something you are not entitled to, or get someone something they are not entitled to, is prohibited. Causing someone else to do things is also prohibited.
- **Self-Dealing and Nepotism** – Participating as a municipal employee in a matter in which you, your immediate family, your business organization, or your future employer has a financial interest is prohibited.
- **False Claims** – Presenting a false claim to your employer for a payment or benefit is prohibited, and causing someone else to do so is also prohibited.
- **Appearance of Conflict** – Acting in a manner that would make a reasonable person think you can be improperly influenced is prohibited. A public employee should consider whether their relationships and affiliations could prevent him/her from acting fairly and objectively when he/she performs their duties for the North Andover Public School district.
- **Confidential Information** – Improperly disclosing or personally using confidential information obtained through your job is prohibited.

### **After-Hours Restrictions**

- **Second Job** – Taking a second paid job that conflicts with the duties of your public duties is prohibited.

- **Divided Loyalties** – Receiving pay from anyone other than the city or town to work on a matter involving the North Andover Public Schools is prohibited. Acting as agent or attorney for anyone other than the in North Andover Public Schools a matter involving the North Andover Public Schools is also prohibited whether or not you are paid.
- **Inside Track** – Being paid by the North Andover Public Schools, directly or indirectly, under some second arrangement in addition to your job is prohibited, unless an exemption applies.

### **After You Leave Public Employment**

- **Forever Ban** – After you leave your North Andover Public Schools position, you may never work for anyone other than the North Andover Public Schools on a matter that you worked on as a North Andover Public Schools employee.

The purpose of this restriction is to bar former employees from selling to private interests their familiarity with the facts of particular matters that are of continuing concern to their former public employer. This restriction does not prohibit former public employees from using the expertise acquired in government service in their subsequent private activities

- **One-Year Cooling-Off Period** – For one year after you leave your North Andover Public Schools job you may not participate in any matter over which you had official responsibility during your last two years of public service.

This summary is not intended to be legal advice and, because it is a summary, it does not mention every provision of the conflict law that may apply in a particular situation. The State Ethics Commission website, [www.mass.gov/ethics](http://www.mass.gov/ethics), contains further information about how the law applies in many situations.

### **Online Training Program – Conflict of Interest**

All current state, county and municipal employees must complete an ethics training program on the Commission's website. New employees must complete the online training within 30 days of the date on which they commence employment, and every 2 years thereafter. Public employees will be required to provide a certificate of the Town of North Andover and the certificate shall be retained by the employer for 6 years.

## **III. EMPLOYMENT STATUS**

### **A. Introductory Period**

The Introductory Period is intended to give employees in a new position the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether their new position meets their expectations. The district uses this period to evaluate employee capabilities, work habits, and overall performance. Either

the employee or the district may end the employment relationship at will at any time during or after the introductory period, with or without cause or advance notice.

The first six (6) months of employment after the date of hire in a new position are considered the Introductory Period. Union employees should refer to their collective bargaining agreements. Any significant absence by the employee will automatically extend the introductory period by the length of the absence. If the employee's supervisor determines that the designated introductory period does not allow sufficient time to thoroughly evaluate the employee's performance, the introductory period may be extended only for a maximum of an additional 90 calendar days. No permanent employee shall serve more than one introductory period during his/her tenure of employment in a specific position.

If an employee is promoted to another position, the first six (6) months of employment after entering the new position are also considered an Introductory Period. If, upon completion of this introductory period, an employee's performance in the new position is evaluated as unsatisfactory, he/she may return to his/her former position, if available. If the previous position is no longer available, every effort shall be made to provide similar or comparable employment. However, the district does not have an obligation to provide such employment.

## **B. Exit Interviews**

Exit interviews are encouraged when employees leave North Andover Public Schools. Employees will be provided an opportunity to discuss such issues as employee benefits and to make suggestions. Complaints and questions can also be voiced. Formal exit interviews with the Director of Human Resources are available upon request, or the employee will be asked to complete and return an exit interview form. Keys, education materials, and equipment must be returned to the building Principal.

## **IV. EMPLOYMENT PRACTICES**

### **A. Confidentiality**

School department employees may be exposed to confidential and sensitive information regarding our students and staff. All school department employees are expected to act with discretion when dealing with any confidential issues within the workplace and this information should never be discussed outside the workplace. Any employee found violating this section could risk termination.

### **B. Personnel Files**

1. Employees should keep their personnel files up to date by notifying the Director of Human Resources immediately of any changes to his/her address, telephone number, marital status or other relevant personal data. Employees are required to complete a Change of Address Form and submit this to the Director of Human Resources.

2. Administrators shall consult the employee's applicable collective bargaining agreement prior to placing any written material that is adverse to the employee into the employee's personnel file and shall follow the procedures articulated in those agreements. If the employee is not in a collective bargaining unit, or the collective bargaining agreement contains no applicable provision, then the employee shall be afforded an opportunity to read adverse written material before it is placed in the file. The employee, regardless of their status as a member of a collective bargaining unit, shall acknowledge that he/she has read such material by affixing his/her signature on the actual copy to be filed. Such signature does not necessarily indicate agreement with its content, but merely signifies that the employee has read the material to be filed.
3. The employee shall have the right to answer any material filed, and his/her answer shall be attached to the file copy.
4. If any material is placed in an employee's file without proper notice and opportunity to respond, said material shall be removed until such time as the employee has had an opportunity to reply.
5. In accordance with Massachusetts' law, any employee shall have the right to examine all material in his/her personnel file, if requested in writing by the employee. A copy of any such material shall be furnished to the employee at his/her request within five (5) days of the request. An employee or former employee may be required to reimburse the district for photocopying costs.
6. Some personnel records and employee data may be subject to the Public Records Act and, therefore, subject to disclosure.

### **C. Job Opportunities**

The North Andover Public School district's policy is to hire and retain the most qualified employees for vacant positions. Vacancies will also be posted at the Superintendent's office and at each school building, as well on the schools' website which is [www.northandoverpublicschools.com](http://www.northandoverpublicschools.com) and via [SchoolSpring.com](http://SchoolSpring.com). To be considered for a vacancy or transfer within the district, employees must complete an online application. Employees are encouraged to check the postings to keep informed.

### **D. Criminal Background Information**

The Commonwealth of Massachusetts, in order to protect children, requires that the North Andover Public School district obtains criminal background information to determine the suitability of their employees. The information is obtained through two resources: CORI background check (Criminal Offender Record Information) – which includes an individual's criminal history for Massachusetts; and the SAFIS (Statewide Applicant Fingerprint Identification Services) program, which conducts

fingerprint-based background checks through the FBI's national criminal history database.

As an employee of the North Andover Public School district, you will be asked to consent to a CORI check, which will be repeated every 3 years. In addition, you will be required to make an appointment to have your fingerprints taken through SAFIS. The results will be sent directly to the Director of Human Resources. The cost of fingerprinting is \$35 for non-licensed employees and \$55 for employees licensed by the Department of Elementary and Secondary Education. Please visit our website to obtain information to set up your appointment (go under Human Resources and open the 'background checks' link).

Your employment is conditioned upon a determination by the North Andover Public Schools that based on the results of your criminal background history check that you are suitable for employment. Results of your state and national criminal history checks could lead to termination of employment. An employee will not be able to start their employment with the district unless his/her CORI and fingerprint results have been cleared.

## **V. WORK CONDITIONS AND HOURS**

### **A. Central Office Hours**

The School Department's administrative office is open to serve the public Monday-Friday from 8:00 AM to 4:00 PM. Summer hours will be posted on the district's website in June.

### **B. Work Schedules**

The basic work schedule for non-union employees shall be 35 hours. Employees are entitled to a 1-hour unpaid meal/lunch break. Lunch may not be used to shorten the regular workday. Any modification to this work schedule must be requested in writing to and approved by the Superintendent. Union employees should refer to their collective bargaining agreements.

### **C. Overtime**

All employees not covered by a collective bargaining unit will be classified as either exempt or non-exempt.

Overtime compensation is paid to all non-exempt employees in accordance with federal and state wage and hour restrictions. For non-exempt employees, payment is one and one-half (1½) the employee's regular rate for hours worked in excess of the regularly scheduled full-time workweek schedule. Overtime pay is based on actual hours worked. Time off on accrued vacation time, holiday, sick/personal time or any other leave of absence will not be considered hours worked for purposes of performing overtime calculations.

## **D. Compensatory Time**

At the option of the Superintendent, non-exempt employees are eligible to receive compensatory time in lieu of overtime in conformance with the Fair Labor Standards Act (FLSA). Any compensatory time must be utilized within the subsequent 120-day period after it is earned. As with any time away from work, employees must schedule in advance the use of compensatory time with their supervisor.

## **E. Additional Hours**

Exempt employees are not eligible for overtime or compensatory time. Exempt employees are expected to work the number of hours necessary to accomplish assigned duties and responsibilities. With regard to time sheet record keeping, the recording of additional hours worked is for informational purposes only and in no way should be construed that the exempt employee has accrued compensatory time or overtime to be taken as future leave or to be paid for.

Exempt employees with the permission of their supervisor may, on occasion, take time off from regular work hours when the exempt employee has worked an excessive number of pre-approved additional hours outside of regular work hours. Time off from regular work hours shall be limited to an occasional day off or less.

## **F. Tutoring for Pay**

School Committee Policy GCRD:

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

## **VI. TIMEKEEPING & PAYROLL**

### **A. Timekeeping**

All employees must call in to their supervisor if he/she will not be reporting to work. Teachers will follow the process established by the School Department.

All employees are required to accurately complete and submit bi-weekly time sheets. Employees must verify and sign his/her time sheet prior to its submission to his/her supervisor. The supervisor is responsible for reviewing all timesheets and affixing their signature signifying approval.

All other employees (exempt and non-exempt) may be required to complete and submit bi-weekly time sheets at the direction of the Superintendent and/or School Committee. Altering, falsifying, or tampering with time/attendance records may result in disciplinary action, up to and including termination of employment. Hourly and non-exempt employees who report late for work or who work unauthorized overtime/compensatory time may also be subject to disciplinary action.

## **B. Paydays**

A bi-weekly pay period begins on a Sunday and ends on the second Saturday following. All employees are paid bi-weekly, on the Friday following the end of the pay period. In the event that a regularly scheduled payday falls on a holiday, employees will receive pay on the last day of work preceding the regularly scheduled payday.

In the absence of direct deposit, if a regular payday falls during an employee's vacation, the employee's paycheck will be available upon his/her return from vacation. Advanced vacation pay is not permitted. Any questions regarding paychecks should be directed to the Payroll Coordinator.

## **C. Pay Schedule & Direct Deposit**

Full year employees are paid 26 times per year. School year employees have the option of being paid 21 or 26 times per year. This pay option must be made at the time of original hire or by August 1<sup>st</sup>, prior to a new school year. In accordance with federal regulations, changes to the 21/26 pay and lump sum options may not be made after the school year begins. All employees are eligible for payroll direct deposit. Employees must complete the direct deposit authorization form and attach a copy of a voided check or deposit slip. Forms are available from the Human Resources Office or on our website at [www.northandoverpublicschools.com](http://www.northandoverpublicschools.com) and go to Human Resources and under "Staff Forms." Direct deposit is required of all teachers.

## **D. Pay Deductions**

Massachusetts and/or federal law require certain deductions from every employee's compensation, including any applicable federal or state income taxes. Medicare must also be deducted from each employee's earnings, up to a specified limit. New employees are required to complete all applicable payroll and benefits paperwork prior to beginning their employment.

As referenced in greater detail in other sections of this Policy, several benefits programs beyond those required by law are also provided. Eligible employees who choose to participate in these programs may voluntarily authorize deductions from their paychecks to cover the costs of participation.

Employees who have any questions about the amount or manner in which deductions are made from their paychecks should speak with the Payroll Coordinator.

## **E. Administrative Pay Corrections**

The district takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled payday. In the unlikely event that there is an error in the amount of pay, the employee must promptly bring the discrepancy to the attention of their respective supervisor and the Payroll Coordinator so that corrections can be made as quickly as possible. This includes overpayment as well as underpayment. Failure to report overpayment may lead to disciplinary action.

## **VII. LEAVES OF ABSENCE**

### **A. Family and Medical Leave Act (FMLA)**

1. An employee who has been employed for twelve (12) consecutive months or who has worked 1,250 hours in the last twelve months is entitled to up to a total of twelve (12) weeks of unpaid family medical leave.
2. Family medical leave may be requested and must be granted for:
  - a. The birth of a child and to care for the newborn child within one year of birth; the placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement. child, or the adoption of a child under eighteen (18) (or over eighteen (18) if the child has a physical or mental disability and is unable to care for itself) and to care for that child;
  - b. The care for the employee's spouse, parent or child with a serious health condition up to the age of 26. Child is defined as including biological, adopted, or foster children, stepchildren, or child of a person with legal guardianship or who has day-to-day responsibility to care for and financially support a child, even if there is no biological or legal relationship. The serious health condition of the employee that makes the employee unable to perform the functions of his or her position. Serious health conditions are defined in accordance with the *Family Medical Leave Act*, 29 CFR Sec. 825.114.;
  - c. any qualifying exigency arising out of the fact that the employees spouse, child, or parent is a covered military member on "covered active duty;" and
  - d. Twenty six workweeks of leave during a single 12 month period to care for a covered servicemember with a serious injury or illness if the employee is the spouse, child, parent or next of kin of the service member.
3. Except for caring for a newborn or adopted child, when necessary, leave may be consecutive, intermittent or on a reduced hour schedule. In the event of pregnancy, family medical leave will begin on the date of birth of the child unless the employee begins her leave on an earlier date when her physician deems her disabled.

4. An employee must notify the Superintendent, in writing, of their request for family medical leave, with a copy to their immediate supervisor, at least 30 days in advance of the intended date upon which leave will commence and terminate, unless prevented by an emergency situation from giving that length of notice.
5. It is the obligation of the employee intending to use FMLA leave to provide the employer with sufficient information to determine that a requested leave qualifies for leave under this policy. The district may request that employees on leave for a serious health condition to provide medical certification and/or records necessary, including an executed authorization to obtain medical records pertaining to the temporary physical disability, within the time required under the law. The employee may also be requested to provide medical recertification at various intervals.
6. The District will designate leave as FMLA- qualifying and give notice of the designation to the Employee. At the time of designation the district will inform the employee that a fitness-for duty certification must be submitted to be restored for their job.
7. Eligible employees may be required to complete medical certification forms that verify the employee's fitness for duty and ability to actively resume employment. Completed forms must be provided to their supervisors before employees will be permitted to return to work. The district reserves the right to request additional medical documentation or require a fitness-for-duty examination, as may be necessary and consistent with applicable laws.
8. When requesting family medical leave, the employee should state which type of accrued leave to be utilized, if any. Although not required to do so, an employee on FMLA, shall be allowed to use accrued sick leave for the duration, and may use any accrued personal and vacation leave if sick leave is exhausted, for a total of twelve weeks.
9. The district will continue the employee's health benefits coverage during leave. If the Employee is in a paid status during all or part of the FMLA leave period, employee contributions for continued medical benefits at the regular employee rate will be deducted. For any period of FMLA leave where the employee is in an unpaid status, the employee can continue medical insurance coverage by making timely payments at the employee contribution rate. The employee will continue to accrue holiday, vacation and sick leave credits during paid leave. In the event that the employee exhausts all accrued leave, there will be no further accrual of holiday, sick or vacation leave. An employee taking such leave is entitled to be restored to the same or an equivalent position as held by the employee when the leave commenced, the same status, pay, and length of service credit, and will be entitled to any other benefits the employee would have accrued had he/she not taken family leave.

10. So that an employee's return to work can be properly scheduled, an employee on FMLA leave is requested to provide the district with at least (1) week advance notice of the date he/she intends to return to work. An employee who has notified the district of his/her intent to return from FMLA leave will be reinstated to the same or an equivalent position upon her return to employment, with the same status, pay, length of service credit and seniority as the position the employee held prior to the leave. If an employee's job was changed temporarily because of the employee's medical condition prior to leave (e.g., hours were reduced or duties were changed as an accommodation), she will be restored to the same or similar position held prior to such temporary change, as possible. If an employee fails to report to work promptly at the end of the FMLA leave, the district will assume that the employee has voluntarily resigned.

How 12 Months is Counted: The district defines the 12-month period as a “rolling” 12-month period, i.e. the 12-months begins when the employee takes his or her first FMLA day.

### **B. Vacation Time**

All permanent, 52-week employees who regularly work 20 or more hours a week are entitled to a paid vacation. Vacation time will be prorated based on the number of hours worked. Vacation accrual is determined by the employee's collective bargaining agreement or the Superintendent's agreed to vacation policy. All employees must complete a Personal/Vacation Day Request Form and submit this to his/her supervisor.

### **C. Military Leave**

Eligible employees who are absent from work while serving in the United States uniformed services are granted a military leave of absence in accordance with the Uniformed Services Employment and Reemployment Rights Act (“USERRA”) and Chapter 137 of the Acts of 2003.

### **D. Personal Leave**

All permanent employees not covered by a collective bargaining agreement, and who regularly work 20-hours or more per week are entitled to two (2) personal days annually to transact business which cannot be conducted outside the normal working hours. These days may be prorated based on an employee's start date or based on the number of hours worked per week. Employees must complete a Personal/Vacation Day Request Form which must be approved by his/her supervisor.

Employees covered by a collective bargaining agreement should consult their agreement for the specific number of personal days allowed and the process for requesting a day(s) off. Union employees must complete a Personal/Vacation Day Request Form.

### **E. Sick or Medical Leave**

The amount of sick leave earned is determined by the employee's collective bargaining agreement or employment contract. Permanent employees who regularly work 20 or more hours a week are entitled to sick leave. Part-time employees shall be credited with sick leave on a pro-rated basis. Employees unable to work should notify his/her supervisor at the beginning of the workday, stating the expected length of absence.

The employee may be requested to submit to a physician's certificate of illness after three consecutive workdays absence, or as specified in the collective bargaining agreement.

## **F. Bereavement Leave**

Employees who regularly work 20 or more hours a week shall be entitled up to five (5) working days with pay following day of death in an employee's immediate family (spouse, child, parent of either spouse; brother, sister, grandparent of employee, grandchild of employee), and up to three (3) working days following day of death of brother-in-law, sister-in-law, grandparent of spouse, or person in the immediate household. For all other types of employees, paid leave may be granted at the discretion of the Superintendent. Employees who need to take time off due to the death of an immediate family member should notify their immediate supervisor as soon as possible.

Bereavement pay is calculated based on the employee's regular rate of pay and regularly scheduled hours of work. Bereavement leave shall not apply if an employee is on vacation, leave of absence, other leave, or if he/she is not otherwise scheduled to work.

Employees covered by a collective bargaining agreement should consult their agreement for bereavement leave eligibility.

## **G. Unpaid Leave of Absence**

The district provides leaves of absence without pay to eligible employees who wish to take time off from work duties to fulfill personal obligations or to address emergency situations.

1. The Superintendent or his/her designee may, in his/her discretion, grant an employee's request for a leave of absence without pay for good and sufficient reasons. Such a leave shall, if granted, generally not exceed three (3) months, with an option to extend by an additional three (3) months.
2. An employee seeking a leave of absence shall submit a written request to the Superintendent explaining the reasons why a leave is requested, and how long a leave the employee is requesting. Such a written request shall, except in case of emergency, be submitted to the Superintendent at least four (4) weeks prior to the date on which the employee wishes to start the leave. The Superintendent shall have discretion as to whether to approve a request for a leave of absence, and as to the duration of any leave approved. Requests for unpaid leave of leave

will be evaluated based on a number of factors, including anticipated workload requirements and staffing considerations during the proposed period of absence.

3. An approved leave of absence shall not constitute a break in service. However, an employee on an approved leave, other than a leave for military service, shall not accrue seniority or other benefits for the period of the leave. An employee on approved leave will not be entitled to any benefits. Subject to the terms, conditions, and limitations of the applicable plans, the health insurance benefits to eligible employees will be provided until the time the approved personal leave begins. At that time, the employee will become responsible for the full cost of their health insurance benefits if they wish coverage to continue. An employee can continue group health insurance coverage by paying the full premium cost in advance on a monthly basis. When an employee returns from personal leave, benefits according to the terms, conditions and limitations of the applicable plans will again be provided.
4. All leave accruals, such as vacation, sick, and personal time, will be suspended during the leave and will resume upon return to active employment. When an unpaid leave of absence ends, every reasonable effort will be made to return the employee to the same position, if it is available, or to a similar available position for which the employee is qualified. However, reinstatement cannot be guaranteed in all cases. An employee returning to work after an approved leave of absence will be placed at that step of the salary schedule at which he was being paid prior to said leave of absence.
5. Employees may be allowed up to 12 weeks unpaid leave per year for the serious illness of the employee or an immediate family member. Terms and conditions of this leave, including eligibility, are contained in the *Family and Medical Leave Act of 1993* (See Section VI.A.)
6. If an employee fails to report to work promptly at the expiration of the approved leave period, the district will assume the employee has voluntarily resigned.

## **H. Parental Leave**

Pursuant to Massachusetts General Law, Chapter 149, section 105D, parental leave is provided to eligible employees. For those employees who are eligible for FMLA leave, any leave taken pursuant to the Parental Leave Act (“PLA”) shall run concurrently.

An employee, who due to their length of employment, is not eligible for FMLA leave, but who has been employed as a full-time employee by the district for three (3) months is eligible for PLA leave under Massachusetts law. PLA leave provides an eight (8) week leave period.

Employees are eligible for PLA leave for the purpose of giving birth or adopting and subsequently caring for that newborn or adopted child.

The PLA does not require paid leave. Available and applicable accrued paid leave can be used during this period. If paid leave is not applicable, the leave shall be unpaid.

For eligible employees, PLA will be extended to meet the twelve week allowance of the FMLA and will be concurrent with the FMLA period; all weeks of such leave shall not exceed twelve (12) in a 52-week period following birth or adoption of a child.. Further, any two employees of the district shall only be eligible for PLA care in the aggregate for the birth or adoption of the same child.

Under the provisions of the PLA an employee is only required to provide a two (2) week notice for PLA leave. However, the district requests four (4) weeks' notice in order to allow the district to create a plan to fulfill the job obligations of the employee's position.

Accrued sick leave benefits are available to the child-bearer under the same terms and conditions which apply to other medical leave obligations, contractual agreements, and applicable law. An employee may use accrued vacation and personal time during a period of PLA leave.

### **J. Small Necessities Leave Act**

In accordance with MGL c. 149, § 52D, the Small Necessities Leave Act ("SNLA") all employees will be permitted to take up to twenty-four (24) hours of unpaid leave in any twelve month period for the purpose of participating directly or indirectly in school activities of a child; to accompany a child to routine medical and dental appointments; or to accompany an elderly relative to routine medical or dental appointments. Although the leave is unpaid, employees may use available vacation or sick time to compensate for the absence. SNLA Leave may be taken all at once, intermittently, or on a reduced work schedule. Employees wishing to take SNLA Leave must provide seven days written notice to their supervisors, where possible. If seven (7) days notice is not possible, notice must be provided as soon as practicable.

### **K. Domestic Violence Leave Act**

An employee may take up to 15 days of leave, either unpaid or paid leave using their sick time or personal time, from work in any 12 month period if all the following criteria are met: (i) the employee, or a family member of the employee, is a victim of abusive behavior as defined in the Law; (ii) the employee is using the leave from work to: seek or obtain medical attention, counseling, victim services or legal assistance; secure housing; obtain a protective order from a court; appear in court or before a grand jury; meet with a district attorney or other law enforcement official; or attend child custody proceedings or address other issues directly related to the abusive behavior against the employee or family member of the employee; and (iii) the employee is not the perpetrator of the abusive behavior. The accrued paid leave may be used otherwise the leave is unpaid.

An employee must provide such documentation to the employer within a reasonable period after the employer requests documentation relative to the employee's absence. The documentation may include:

1. A protective order, order of equitable relief or other documentation issued by a court of competent jurisdiction as a result of abusive behavior against the employee or employee's family member.
2. A document under the letterhead of the court, provider or public agency which the employee attended for the purposes of acquiring assistance as it relates to the abusive behavior against the employee or the employee's family member.
3. A police report or statement of a victim or witness provided to police, including a police incident report, documenting the abusive behavior complained of by the employee or the employee's family member.
4. Documentation that the perpetrator of the abusive behavior against the employee or family member of the employee has: admitted to sufficient facts to support a finding of guilt of abusive behavior; or has been convicted of, or has been adjudicated a juvenile delinquent by reason of, any offense constituting abusive behavior and which is related to the abusive behavior that necessitated the leave under this section.
5. Medical documentation of treatment as a result of the abusive behavior complained of by the employee or employee's family member.
6. A sworn statement, signed under the penalties of perjury, provided by a counselor, social worker, health care worker, member of the clergy, shelter worker, legal advocate or other professional who has assisted the employee or the employee's family member in addressing the effects of the abusive behavior.
7. A sworn statement, signed under the penalties of perjury, from the employee attesting that the employee has been the victim of abusive behavior or is the family member of a victim of abusive behavior.

All information related to the employee's leave shall be kept confidential and shall not be disclosed, except to the extent that disclosure is:

- requested or consented to, in writing, by the employee;
- ordered to be released by a court of competent jurisdiction;
- otherwise required by applicable federal or state law;
- required in the course of an investigation authorized by law enforcement, including, but not limited to, an investigation by the Attorney General; or workplace
- necessary to protect the safety of the employee or others employed at the

### **VIII. EMPLOYEE CONDUCT**

This policy does not and is not intended to create a contract of employment between the district and any of its employees, nor is it to be construed to constitute contractual obligations of any kind. Rather, it is provided for the guidance only of employees.

The provisions of this Policy have been developed at the discretion of the district and, except for its policy of employment-at-will, may be amended, modified, revoked, rescinded or added to at any time, in the sole discretion of the district as approved by the School Committee. This Policy does not and is not intended to create any

enforceable rights or promises of any kind with respect to the terms and conditions of employment.

### **A. Employee Conduct & Work Rules**

To ensure orderly operations and provide the best possible work environment, employees are expected to follow rules of conduct that will protect the interests and safety of all employees and the organization.

Employees are expected to be respectful of other employees at all times while on the premises or while representing the district. Harsh language and rudeness are not acceptable. Professional and appropriate attitude and demeanor are expected at all times.

It is not possible to list all the forms of behavior that are considered unacceptable in the workplace. The following are examples of infractions of rules of conduct that may result in disciplinary action, including counseling, written warnings, suspension without pay, up to and including termination of employment\*:

- Theft, vandalism or inappropriate removal or possession of property.
- Falsification of records.
- Working under the influence of alcohol or illegal drugs.
- Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace.
- Fighting or threatening violence in the workplace.
- Boisterous or disruptive activity in the workplace.
- Negligence or improper conduct leading to damage of district-owned property.
- Insubordination or other disrespectful conduct.
- Violation of safety or health rules.
- Smoking.
- Sexual or other unlawful harassment or discrimination.
- Possession of dangerous or unauthorized materials, such as knives, weapons, explosives or firearms in the workplace.
- Excessive absenteeism or any absence without notice.
- Unauthorized disclosure of confidential information.
- Inappropriate use of language and profanity.
- Violation of personnel policies.
- Unsatisfactory performance or conduct.
- Unexcused absenteeism or tardiness.
- Negligence in performance of duties.

\*This list is for illustration purposes only and is not intended to be an exhaustive list of possible infractions.

### **B. Smoking on School Premises**

School Committee Policy ADA:

Use of any tobacco products within the school buildings, school facilities, on school grounds or school buses by any individual, including school personnel and students, is prohibited at all times. A staff member determined to be in violation of this policy shall be subject to disciplinary action.

A student determined to be in violation of this policy shall be subject to disciplinary action pursuant to the student discipline code. This policy shall be promulgated to all staff and students in appropriate handbook(s) and publications. Signs shall be posted in all school buildings informing the general public of the district policy and requirements of state law.

### **C. Drug and Alcohol Use**

In accordance with the provisions of the Drug Free Workplace Act of 1988 (United States Code, Title 41, Chapter 10), it is the district's desire to provide a drug-free, healthful and safe workplace. To promote this goal, employees are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory manner. Individuals under the influence of drugs or alcohol in the workplace pose serious safety and health risks, not only to themselves, but also to all those who surround or come into contact with them.

While conducting business-related activities, on or off building premises, no employee may use, possess, manufacture, distribute, dispense, sell, or be under the influence of alcohol, illegal drugs, or controlled substances. The legal use of prescribed drugs is permitted on the job only if it is pursuant to the instructions of a licensed medical care practitioner, it does not impair an employee's ability to perform the essential functions of the job safely and effectively, and it does not endanger other individuals in the workplace.

This policy extends to instances and places where employees are in a position to be regarded or identified as representing the district, such as traveling on business or participating in community, organizational or professional meetings and affairs. Employees using prescription medication that may impair their ability to safely perform their jobs should contact their supervisor to discuss the issue of reasonable accommodation.

In accordance with the Drug Free Workplace Act, an employee must, as a condition of continued employment, notify their supervisor or department head of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

It is a requirement of the federal act that, upon receipt of notice of conviction of a drug statute violation committed in the workplace, the district must notify any federal agency providing funding through a grant. The district must give such notice within ten (10) days, and within thirty (30) days of receiving such notification either take appropriate personnel action against the employee, up to and including termination of employment or mandated participation in an approved drug abuse assistance or rehabilitation

program. Personnel action against the employee convicted of a criminal drug statute violation committed in the workplace will depend on the nature of the violation, the sentence imposed (e.g. confinement, etc.) and employee work history. The employee's failure to notify the district of such a criminal drug statute conviction committed in the workplace within five (5) days, as required, will be subject to sanctions.

#### **D. Accuracy of Employment Application**

The district relies upon the accuracy of information contained in the employment application, as well as the accuracy of a resume or other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in the exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

#### **E. Attendance and Punctuality**

Employees are expected to be reliable and punctual in reporting for scheduled work. Absenteeism and tardiness place a burden on other employees and on the district. Employees are expected to be ready to work at their stated start time each workday. Employees should also return to work promptly after breaks and meal periods.

In the rare instances when employees cannot avoid being late to work or are unable to work as scheduled, they should notify his/her supervisor as soon as possible in advance of the anticipated tardiness or absence. If practicable, notification by the employee personally to his/her supervisor at least one (1) hour prior to the start of the regular workday is expected by employees who are unable to report to work or who will be late.

An employee who is absent for three (3) or more consecutive days is required to provide documentation from a medical care provider upon return to work, verifying the need for medical leave.

An employee absent for three (3) or more consecutive working days who does not properly notify his/her supervisor or the district is considered to have voluntarily terminated his or her employment.

Poor attendance and excessive tardiness are disruptive and will not be tolerated, absent any special accommodations pursuant to state or federal law. Either may lead to disciplinary action, up to and including termination of employment.

#### **F. Curriculum and Instruction Policy**

School Committee Policy IJND:

#### **Access to Electronic Media**

The Committee supports the right of students, employees, and community members to have reasonable access to various information formats and believes it is incumbent upon users to utilize this privilege in an appropriate and responsible manner.

### **Safety Procedures and Guidelines**

The Superintendent or designee shall develop and implement appropriate procedures to provide guidance for access to electronic media. Guidelines shall address teacher supervision of student computer use, ethical use of electronic media (including, but not limited to, the Internet, email, and other district technological resources), and issues of privacy versus administrative review of electronic files and communications. In addition, guidelines shall prohibit utilization of networks for prohibited or illegal activities, the intentional spreading of embedded messages, or the use of other programs with the potential of damaging or destroying programs or data.

Internet safety measures shall be implemented that effectively address the following:

- Controlling access by minors to inappropriate matter on the Internet;
- Safety and security of minors when they are using electronic mail, chat rooms, and other forms of director electronic communications;
- Preventing unauthorized access, including “hacking” and other unlawful activities by minors online;
- Unauthorized disclosure, use and dissemination of personal information regarding minors; and
- Restricting minors’ access to materials harmful to them.

The district shall provide reasonable public notice of, and at least one (1) public hearing or meeting to address and communicate its Internet safety measures.

### **Employee Use**

Employees shall use electronic mail only for purposes directly related to work-related activities. Employees shall not use a code, access a file, or retrieve any stored communication unless they have been given authorization to do so. (Authorization is not required each time the electronic media is accessed in performance of one’s duties.) Each employee is responsible for the security of his/her own password.

### **Disregard of Rules**

Individuals who violate district rules governing the use of district technology shall be subject to disciplinary action up to and including termination. l

### **Audit of Use**

Users with network access shall not utilize district resources to establish email accounts through third-party providers or any other nonstandard electronic mail system.

The Superintendent or designee shall establish a process to determine whether the district's education technology is being used for purposes prohibited by law or for accessing sexually explicit materials. The process shall include, but not be limited to:

1. Utilizing technology that blocks or filters Internet access for both minors and adults to certain visual depictions that are obscene, child pornography, or, with respect to computers with Internet access by minors, harmful to minors;
2. Maintaining and securing a usage log; and
3. Monitoring online activities of minors.

## **G. Acceptable Use Policy – Technology**

School Committee Policy IJNDB:

### **Purpose**

The North Andover Public Schools shall provide access for employees and students to the system/network, including access to external networks, for limited educational purposes. Educational purposes shall be defined as classroom activities, career and professional development, and high quality self-discovery activities of an educational nature. The purpose of the system/network is to assist in preparing students for success in life and work by providing access to a wide range of information and the ability to communicate with others.

The system/network will be used to increase communication (staff, parent, and student), enhance productivity, and assist staff in upgrading existing skills and acquiring new skills through a broader exchange of information. The system/network will also be utilized to provide information to the community, including parents, governmental agencies and businesses.

### **Availability**

The Superintendent or designee shall implement, monitor, and evaluate the district's system/network for instructional and administrative purposes. Access to the system/network, including external networks, shall be made available to employees and students for instructional and administrative purposes and in accordance with administrative regulations and procedures.

Access to the system/network is a privilege, not a right. All users shall be required to acknowledge receipt and understanding of all administrative regulations and procedures governing use of the system and shall agree in writing, on a form provided by the district, to comply with such regulations and procedures.

Noncompliance with applicable regulations and procedures may result in suspension or termination of user privileges and other disciplinary actions consistent with the policies of the North Andover Public Schools. Violations of law may result in criminal prosecution as well as disciplinary action by the North Andover Public Schools.

## Acceptable Use

The Superintendent or designee shall develop and implement administrative regulations, procedures, and user agreements, consistent with the purposes and mission of the North Andover Public Schools as well as with law and policy governing copyright.

## Monitored Use

Electronic mail transmissions and other use of electronic resources by students and employees shall not be considered confidential and may be monitored at any time by designated staff to ensure appropriate use for instructional and administrative purposes.

## Liability

The North Andover Public Schools shall not be liable for users' inappropriate use of electronic resources or violations of copyright restrictions, users' mistakes or negligence, or costs incurred by users. The North Andover Public Schools shall not be responsible for ensuring the accuracy or usability of any information found on external networks.

## H. Terms and Conditions of the Internet

School Committee Policy IJNDB-R:

**Acceptable Use** - Your use of the Internet must be in support of education and research and consistent with the educational objectives of the North Andover Public Schools and the selection policy of the North Andover Public School Libraries.

Should you happen to find materials which may be deemed unacceptable:

- refrain from downloading or printing this material
- notify the classroom teacher or supervisor
- do not publicize the location of this material

Transmission of any material in violation of any national or state regulation is prohibited. This includes, but is not limited to copyrighted, threatening, harassing, or obscene material. Gaining unauthorized access to other systems on the network is illegal. Plagiarism from any source is unacceptable.

**Privileges** - The use of the Internet is a privilege, not a right, and unacceptable use could result in a termination or suspension of this privilege.

**Network Etiquette** - You are expected to abide by the generally accepted rules of network etiquette. These include, but are not limited to, the following:

- Be polite in your messages to others
- Use appropriate language at all times.
- Do not engage in illegal or unethical activities.

- Do not reveal your personal address or phone number or those of others.
- Be considerate of time when downloading. During busy traffic time research will take priority over downloading.
- Do not disrupt the use of the network by other users.
- Respect the privacy of other users

**Liability** – The most important prerequisite for use of the North Andover . Public Schools' Internet connection is that the user takes full responsibility for his/her own actions.

The North Andover Public School system, along with other organizations sponsoring this Internet link-up, will not be liable for the actions of anyone connecting to the Internet through this hook-up. All users shall assume full liability, legal, financial, or otherwise, for their actions.

The North Andover Public Schools makes no warranties of any kind, whether expressed or implied, for the service it is providing. The North Andover Public Schools will not be responsible for any damages you suffer. This includes, but is not limited to:

- loss of data
- non deliveries or misdeliveries of information
- service interruptions

Use of any information obtained via the Internet is at your own risk. Electronic mail is not guaranteed to be private. The North Andover Public Schools specifically denies any responsibility for the accuracy or quality of information obtained through its services

**Security** - Security on any computer system is a high priority, especially when it involves many users. If you feel you can identify a security problem on the North Andover School System Network, you must notify your building Principal. Do not demonstrate the problem to other users. Any user identified as a security risk may be denied access to the Internet.

**Vandalism** - Vandalism will result in termination or suspension of privileges. Vandalism is defined as any malicious attempt to harm or destroy data of another user, or any other network, local or wide. This includes, but is not limited to, the uploading or creation of computer viruses.

Based upon the acceptable use policy outlined in this document, North Andover School building Principals will determine what is acceptable use.

North Andover Public Schools reserves the right to examine all data stored in any school owned or leased machines involved in the internet link to make sure that all users are in compliance with the acceptable use policy. All users are advised that they have no expectation of privacy in the information contained in school owned or leased machines. The North Andover Public Schools administration reserves the right to change these rules at any time without notice.

## **I. Website Guidelines and Procedures for Approval**

### **School Committee Policy IJNDC-R:**

Unlike the Internet itself, schools and the district can control the type of information placed on web pages. Documents created for the web and linked to district web pages shall meet the criteria for use as public information or an instructional resource. The following considerations should be considered when determining the information to include on a school or district web page: Copyright/trademark issues; applicability to the curriculum or communication goals of the school or district; privacy issues; and related School Committee policies. Links to other web pages should be carefully selected based on the above issues.

### **Defined Purpose**

A web page must have a clearly defined purpose that is published on the web page. Included in the purpose, the target audience must be specified and defined; however, all website users are reminded that their audience includes the worldwide community.

### **Content Standards**

All subject matter on web pages should relate to curriculum, instruction, school-authorized activities, general information supporting student safety, growth, and learning, or public information of interest to others. Therefore, neither staff nor students may publish on the district server personal pages or pages for individuals or organizations not directly affiliated with the district. Staff or student work may be published only as it relates to a class project, course, or other school-related activity. Parent groups, partnerships, and municipal or educational cooperatives are considered affiliates of the district. No confidential information is to be published or linked to a web page.

### **Quality Standards**

All web page work must be free of spelling and grammatical errors. Documents may not contain objectionable material or link directly to objectionable materials. Objectionable material is addressed in more detail in the School Committee policy for instructional material selection and reconsideration. Authors and publishers are reminded that a website is a virtual doorway to your school. A site and a school will be judged on its ease for the user, the design, and the content. It is strongly recommended that a school form a building committee of interested individuals including staff, administrators, parents, students, and community members for the development of the website.

Thoughtful consideration should go into decisions regarding purpose, usefulness, and appearance of each item on the website. As much as possible, publishers are encouraged to include student pictures and work. As the district represents itself to the world through this medium, assurances should be provided that students are the focus of the

North Andover Public School district. Written student and parent consent must be secured for publication of student work.

### **Consistency Standards**

Each existing school or department website shall have a link to the district Website once the district website is online. For consistency, all school district websites must contain certain elements:

- At the bottom of each page there must be a link to the home page (to be defined by the school or district home page once online).
- At the bottom of the web page, there must be an indication of the date of the last update to that page and the name or initials of the person(s) responsible for page update. It shall be that person's responsibility to keep the web page current. Repeated failure to do so may result in revocation of approval. It is strongly recommended that a building set up a system of checks and balances for the website (for example: all incoming email is blind copied to the Principal or department head).
- All websites must display the name and approved logo of the North Andover Public School District.
- All web pages must be given names that clearly identify them.
- Links to student email accounts are not allowed.
- Student directory data is prohibited from publication, except for the first name and grade level of a student in relation to a photo or work.
- Web pages may not contain links to other web pages not yet completed. If additional pages are anticipated, but not yet developed, the text that will provide such a link should be included. However, the actual link to said page(s) may not be made until the final page is actually in place.
- All websites must include: the author or publisher's name; the publisher or school's email address; appropriate copyright citations.

### **J. Facebook and Social Networking Websites**

School Committee Policy IJNDD:

The Superintendent and the school Principals will annually remind staff members and orient new staff members concerning the importance of maintaining proper decorum in the online, digital world as well as in person. Employees must conduct themselves in ways that do not distract from or disrupt the educational process. The orientation and reminders will give special emphasis to:

1. Improper fraternization with students using Facebook and similar internet sites or social networks, or via cell phone, texting or telephone.
  - a. Teachers may not list current students as "friends" on networking sites.
  - b. All contacts with students should be through the district's computer and telephone system, except emergency situations.
  - c. All contact and messages by coaches with team members shall be sent to all team members, except for messages concerning medical or academic

- privacy matters, in which case the messages will be copied to the athletic director and the school Principal.
- d. Teachers will not give out their private cell phone or home phone numbers without prior approval of the district.
  - e. Inappropriate contact via email or phone is prohibited.
2. Inappropriateness of posting items with sexual content
  3. Inappropriateness of posting items exhibiting or advocating use of drugs and alcohol
  4. Examples of inappropriate behavior from other districts, as behavior to avoid
  5. Monitoring and penalties for improper use of district computers and technology
  6. The possibility of penalties, including dismissal from employment, for failure to exercise good judgment in online conduct.

The Superintendent or designees will periodically conduct internet searches to see if teachers have posted inappropriate materials online. When inappropriate use of computers and websites is discovered, the Principals and Superintendent will promptly bring that inappropriate use to the attention of the staff member and may consider and apply disciplinary action up to and including termination.

## **K. Title IX and Civil Rights Grievance Procedure**

### **Civil Rights Grievance Procedure**

The North Andover Public Schools is committed to maintaining school environments free of discrimination, harassment or retaliation based on race, color, religion, ancestry, national origin, sex, sexual orientation, gender identity, age, or disability.

Harassment, discrimination, and retaliation in any form or for any reason is prohibited. This includes harassment or discrimination by administrators, personnel, students, vendors and other individuals in school or at school related events. Retaliation against any individual who has brought harassment or discrimination to the attention of school officials or who has cooperated in an investigation of a complaint under this Procedure is unlawful and will not be tolerated by the North Andover Public Schools.

Persons who engage in harassment, discrimination or retaliation may be subject to disciplinary action, including, but not limited to reprimand, suspension, termination/expulsion or other sanctions as determined by the school district administration, subject to applicable procedural requirements.

### **Non-Applicability of This Procedure to Title IX Sexual Harassment Allegations**

The *Civil Rights Grievance Procedure* shall not apply to reports of sexual harassment as defined under Title IX of the Education Amendment of 1972 and its implementing regulations (“Title IX”) effective August of 2020.

Allegations of conduct that could, if proven, meet the definition of sexual harassment under Title IX shall be addressed through the District's *Title IX Sexual Harassment Grievance Procedure*. Similarly, allegations of conduct that meet the definition of sexual harassment under Title IX, and simultaneously meet the definitions of sexual harassment under Title VII (employees), M.G.L. c. 151B (employees), and/or M.G.L. c. 151C (students), will also be addressed through the *Title IX Sexual Harassment Grievance Procedure*. [ [☰ Title IX Sexual Harassment Grievance Procedure](#) ].

Allegations of conduct that do not meet the definition of sexual harassment under Title IX, but could, if proven, meet the definition(s) of sexual harassment under Title VII (employees), M.G.L. c. 151B (employees), and/or M.G.L. c. 151C (students), will be addressed through the [Civil Rights Grievance Procedure](#).

### Definitions

For the purposes of this procedure:

- A. "Discrimination" means discrimination or harassment on the basis of race, age, color, national origin, sex, sexual orientation, gender identity, disability or religion by which an individual is excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any program or activity of the school district.
- B. "Harassment" means unwelcome conduct on the basis of race, , age, color, national origin, sex, sexual orientation, gender identity disability, or religion that is sufficiently severe, persistent or pervasive to create or contribute to a hostile environment for the individual at school. Harassment may include insults, name-calling, off-color jokes, threats, comments, innuendoes, notes, display of pictures or symbols, gestures or other conduct which rises to the level of a hostile environment. A hostile environment is one which unreasonably interfered with an individual's participation in, denied the individual the benefits of, or otherwise subjected the individual to discrimination under any program or activity of the District.

- a. Non-Title IX Sexual Harassment

M.G.L. c. 151B, § 1 - the term "sexual harassment" is defined as sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when: (a) submission to or rejection of such advances, requests or conduct is made either explicitly or implicitly a term or condition of employment or as a basis for employment decisions; (b) such advances, requests or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating or sexually offensive work environment. Discrimination on the basis of sex shall include, but not be limited to, sexual harassment.

M.G.L. c. 151C, § 1 - the term “sexual harassment” is defined as sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when: (a) submission to or rejection of such advances, requests or conduct is made either explicitly or implicitly a term or condition of the provision of the benefits, privileges or placement services or as a basis for the evaluation of academic achievement; or (b) such advances, requests or conduct have the purpose or effect of unreasonably interfering with an individual’s education by creating an intimidating, hostile, humiliating or sexually offensive educational environment.

Title VII of the Civil Rights Act of 1964 - 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 employment decisions affecting such 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 working environment. A hostile environment on the basis of sex is created when the conduct is sufficiently severe or pervasive to alter the conditions of employment.

When determining whether an environment is hostile, the District shall consider the context, nature, frequency, and location of the incidents as well as the credibility of witnesses and the identity, number and relationships of the persons involved. The District must consider whether the alleged harassment was sufficient to have created such an environment for a reasonable person of the same age, gender, and experience as the Complainant, and under similar circumstances. Off-campus conduct may constitute harassment if it creates a hostile environment at school for the victim; however, conduct does not constitute harassment where the incident occurs off-campus at a non-school sponsored activity and does not create a hostile environment at school for the victim.

- C. Retaliation: Retaliatory acts against any individual who exercises his or her rights under the civil rights statutes covered by this Procedure or the Title IX Sexual Harassment Grievance Procedure are considered to be discrimination and are unlawful. Individuals are prohibited from coercing, intimidating, threatening, or interfering with an individual because the individual exercised any right granted or protected under these procedures and/or the Title IX Sexual Harassment Grievance Procedure.
- D. Complainant: An individual who is alleged to be the victim of conduct that could constitute discrimination, harassment, or retaliation under this Procedure. Parents and/or legal guardians of a complainant are not considered a complainant but may file formal complaints on behalf of a minor child and act on behalf of the minor child in any civil rights matter.

- E. Party or Parties: The complainant and/or respondent.
- F. Principal: The Principal or Principal's designee.
- G. Respondent: An individual who has been reported to be the perpetrator of conduct that could constitute discrimination, harassment, or retaliation under this Procedure.

### How to Make a Complaint

Any student or employee who believes that he/she has been discriminated against or harassed should report their concern promptly to the Principal or Civil Rights Coordinator. Students may also report incidents of harassing conduct to a teacher, administrator, or guidance counselor. Any complaint received by a school personnel shall be promptly reported to the Principal or Civil Rights Coordinator. A complaint will not be dismissed because it was reported to the incorrect school personnel. Students or employees who are unsure whether discrimination, harassment, or retaliation has occurred are encouraged to discuss the situation with the Principal. There may be instances where another third-party, who has not experienced but is aware of the occurrence of prohibited conduct, may bring a complaint under this Procedure. In such circumstances, that person is referred to as the "reporter."

- A. Any District employee who observes or receives a report of discrimination, harassment or retaliation shall promptly notify the Principal or Civil Rights Coordinator, identified below. Any District employee who observes discrimination, harassment or retaliation against a student should intervene to stop the conduct and report it to Principal. Upon receipt of a report of discrimination, harassment or retaliation, the Principal shall promptly inform the relevant Civil Rights Coordinator of the report, and the District will respond in a manner consistent with this Procedure. If the report involves an accusation against the Principal or Civil Rights Coordinator, the employee shall report the incident to the Superintendent or designee.
- B. Informal Reports: Individuals may wish to file a formal complaint of discrimination, harassment or retaliation, or to report informally (i.e., without initiating a formal complaint). Such informal reports may be made to the Principal or Civil Rights Coordinator. The District shall inform anyone making an informal report that he or she may initiate a formal complaint at any time, regardless of what steps are being or have been taken in response to an informal report.
- C. Anonymous Reports: Complainants and reporters should be aware that although the District will often be able to maintain confidentiality of reporting persons, the District may sometimes be required to take actions to protect the safety of the school community that may result in the identity of the reporting person being disclosed (to the police, for example). When reporters or Complainants seek to

remain anonymous or have their identities kept confidential, they will be informed that honoring such a request may limit the ability of the District to respond fully to any reported event, including limitations on the ability to take disciplinary action against an Respondent.

- D. **Informal Process:** If the District concludes that it is possible to resolve a matter, whether after formal complaint or an informal report, in a prompt, fair and adequate manner through an informal process involving, and with the consent of, the Complainant and Respondent, the District may seek to do so. The informal process is voluntary, and the Complainant and/or Respondent may terminate or decline any informal process at any time, without penalty.
- E. **Formal Process:** A formal complaint shall state (if known to the reporter or Complainant) the name(s) of the persons involved and witnesses to the conduct, describe the conduct, and identify, to the extent possible, the dates and locations of the conduct. The complaint shall be signed and dated by the reporter and/or Complainant. Complaints will be investigated promptly and equitably by the Civil Rights Coordinator or Principal. Investigations may be initiated whenever warranted, in the absence of a formal complaint, or after a formal complaint has been withdrawn.
- F. **Initial Assessments:** The Civil Rights Coordinator or Principal will make an initial assessment following a complaint. Based on that assessment, the Civil Rights Coordinator or Principal may: (a) if the conduct, even if substantiated, would not constitute harassment, discrimination or retaliation, dismiss the complaint; (b) if the alleged conduct (or complaint) could not, even if true, constitute discrimination, harassment or retaliation, but is within the scope of another procedure, the Civil Rights Coordinator shall refer the matter to the appropriate personnel; (c) if the Civil Rights Coordinator or Principal concludes that it is possible to resolve the complaint in a prompt, fair and adequate manner through an informal process involving and with the consent of both parties, the Civil Rights Coordinator or Principal may seek to do so in accordance with Section D, above; or (d) if the alleged conduct, if substantiated, would constitute discrimination, harassment or retaliation, the Civil Rights Coordinator or Principal will initiate an investigation. The Civil Rights Coordinator or Principal may also identify and initiate any interim measures. See Section G.
- G. **Interim Measures:** The District will provide prompt and reasonable interim measures during the pendency of the investigation, if appropriate, to support and protect the safety of the parties, the educational environment, and the District and/or school community; to deter retaliation; and to preserve the integrity of the investigation and resolution process. Any interim measures will be monitored to ensure they are effective based on the evolving needs of the parties. Violations of the restrictions imposed by interim measures could be considered a violation of school rules and may be considered in determining whether discrimination, harassment or retaliation has occurred.

- H. Timeframes: The District will seek to complete any investigation within twenty (20) school days after receipt of a complaint and provide the written notice of the outcome of the investigation within twenty-five (25) school days. The investigator may impose reasonable timeframes on all parties to facilitate the timely completion of the investigation. The investigator may extend the investigation period beyond the time period identified due to extenuating circumstances, including but not limited to availability and cooperation of witnesses, complexity of the investigation, school vacation periods, and the involvement of law enforcement and other outside agency investigations. If a complaint or report of discrimination, harassment or retaliation is received within three (3) weeks of the end of the academic school year, the investigator will attempt to complete the investigation by the end of the school year. In the event that the investigation extends beyond the last day of school, the District will make reasonable efforts to complete the investigation within the above-referenced time frame, but may extend the investigation period to account for the availability of witnesses during the summer vacation period. If the investigator extends the investigation, he or she will notify the Complainant and Respondent of the extension. A report to the law enforcement will not automatically delay an investigation; however, a request from law enforcement to delay the investigation may require a temporary suspension of an investigation, and the District will promptly resume its investigation upon being advised that law enforcement's evidence gathering is completed. Any interim measures provided to the parties may continue during the period of postponement. See Section G.
- I. Under the formal resolution procedure, the complaint will be investigated by the Principal, Civil Rights Coordinator or other individual designated by the Principal or Civil Rights Coordinator who has responsibility for seeking and gathering evidence relative to the investigation. A formal complaint against an employee who holds a supervisory position shall be investigated by a person who is not subject to that supervisor's authority. During the formal resolution procedure:
1. The Complainant shall be provided with an opportunity to be heard and have the opportunity to identify witnesses and other relevant evidence to the investigator.
  2. The Respondent will be provided with an opportunity to be heard as part of the investigation including the opportunity to provide relevant information and identify witnesses for the investigator's consideration.
  3. The privacy rights of the parties shall be maintained in accordance with applicable state and federal laws.
  4. The investigator will keep a written record of the investigation process.
  5. The investigation will be completed within twenty (20) school days of the date of receipt of the complaint.
  6. The notification of the outcome of the investigation, including, if appropriate, a description of the remedies taken, will be provided to the

parties within twenty-five (25) school days of the receipt of the complaint, unless extended for good cause.

7. Nothing in this Procedure will preclude the investigator, in his or her discretion, from completing the investigation sooner than the time period described above.
- J. Standard of Proof: The investigation shall make factual findings based on a preponderance of the evidence standard.
- K. If the investigator determines that discrimination, harassment or retaliation has occurred, the District shall take steps to eliminate the discriminatory or harassing environment, which shall include but not be limited to:
1. Identifying what steps are necessary to prevent recurrence of any discriminatory behavior, including but not limited to harassment or retaliation, and to correct its discriminatory effects if appropriate; and
  2. Informing the Complainant and Respondent or, in the case of minor children, the parties' parent(s)/legal guardian(s) of the results of the investigation (in accordance with applicable state and federal privacy laws) in accordance with the above timelines. The notification will include the notice of the opportunity for appeal; however, failure to provide notice of appeal shall not constitute a violation of this policy.

The school district administration may also refer the offender for disciplinary procedures to be conducted in accordance with federal and state law. Nothing in the Civil Rights Grievance Procedure shall be interpreted as limiting or prohibiting the District's ability to take appropriate disciplinary action against the offender in accordance with the applicable code(s) of conduct or employment contracts or policies, where appropriate, prior to completion of the investigation, in accordance with the due process rights of employees and students, as applicable. When informing the parties' parent(s)/legal guardian(s) about the results of the investigation, the school district may consider appropriate notification processes when special circumstances may apply (e.g., disclosure of sexual orientation or gender identity/expression).

- L. Appeal: If the Complainant or the Respondent is dissatisfied with the results of the investigation, an appeal may be made to the Superintendent or designee within seven (7) calendar days after receiving notice of the outcome of the investigation, except for circumstances in which the Respondent is subject to long-term suspension as a result of a finding of discrimination, harassment or retaliation. In such an instance, the appeal rights of the Respondent will be provided in a manner consistent with the disciplinary due process requirements applicable to the circumstances (e.g., M.G.L. c. 71, 37H, 37H 1/2 or 37H 3/4). Appeals must be made in writing (email is sufficient) to the Superintendent, North Andover Public Schools 566 Main Street, North Andover, Massachusetts 01845. The Superintendent will decide the appeal within thirty (30) calendar days of the date of receipt of the written appeal.

M. Identification of Civil Rights Coordinator for complaints of discrimination, harassment, and retaliation under this Procedure is:

Lorene Marx, Assistant Superintendent, North Andover Public Schools,  
566 Main Street, North Andover, MA 01845, (978) 794-1503  
[marxl@northandoverpublicschools.com](mailto:marxl@northandoverpublicschools.com)

N. Employment Agencies: The contact information for state and federal employment discrimination enforcement agencies is as follows: (1) Federal: United States Equal Employment Opportunity Commission (EEOC); John F. Kennedy Federal Building; 15 New Sudbury Street, Room 475; Boston, MA 02203-0506; 1-800-669-4000; [EEOC Boston Area Office Website: https://www.eeoc.gov/field-office/boston/location](https://www.eeoc.gov/field-office/boston/location); and (2) State: Massachusetts Commission Against Discrimination (MCAD); Boston Headquarters; One Ashburton Place; Sixth Floor, Room 601; Boston, MA 02108; (617)-994-6000; [MCAD Website: https://www.mass.gov/orgs/massachusetts-commission-against-discrimination](https://www.mass.gov/orgs/massachusetts-commission-against-discrimination).

## **B. Title IX Sexual Harassment Grievance Procedure**

### **Overview**

The North Andover Public Schools is committed to maintaining school environments free of sexual harassment.

Sexual harassment in any form or for any reason is prohibited. This includes sexual harassment by administrators, personnel, students, vendors, and other individuals in school or at school related events.

The District does not discriminate on the basis of sex in its educational programs or activities and is required by Title IX of the Education Amendments of 1972 not to discriminate on the basis of sex. Such non-discrimination also extends to admissions and the employment application process. Retaliation against any individual who has brought sexual harassment to the attention of school officials, or against an individual who has participated, or refused to participate, in the investigation thereof is unlawful and will not be tolerated by the North Andover Public Schools.

### **Scope**

The Title IX Sexual Harassment Grievance Procedure has been developed in accordance with the revised Title IX regulations, 34 CFR Part 106, effective August 14, 2020, which established a new definition of sexual harassment under Title IX and which mandate specific procedures for responding to and investigating allegations of sexual harassment under Title IX.

The Title IX Sexual Harassment Grievance Procedure applies only to allegations of sexual harassment under Title IX, which includes harassment based on sex, sexual orientation, and/or gender identity, and is defined in the Definitions section below.

The Title IX Sexual Harassment Grievance Procedure applies to conduct that occurs within the United States in an education program or activity of the District, regardless of whether such District program or activity is conducted on or off school grounds. A District education program or activity includes locations, events, or circumstances over which the District exercised substantial control over both the respondent and the context in which the sexual harassment occurred.

Allegations of conduct that meet the definition of sexual harassment under Title IX will be addressed through the Title IX Sexual Harassment Grievance Procedure. Allegations of conduct that meet the definition of sexual harassment under Title IX, and simultaneously meet the definitions of sexual harassment under Title VII of the Civil Rights Act of 1964 (employees), M.G.L. c. 151B (employees), and/or M.G.L. c. 151C (students), will also be addressed through the Title IX Sexual Harassment Grievance Procedure.

Allegations of conduct that do not meet the definition of sexual harassment under Title IX, but could, if proven, meet the definition(s) of sexual harassment under Title VII (employees), M.G.L. c. 151B (employees), and/or M.G.L. c. 151C (students), will be addressed through the District's Civil Rights Grievance Procedure. (See exception under Section II, Part 4, Step 4 below). The definitions of sexual harassment under Title VII, M.G.L. c. 151B, and M.G.L. c. 151C are set out in the Civil Rights Grievance Procedure.

The District's Civil Rights Grievance Procedure is available at: [[Civil Rights Grievance Procedure](#)].

### **Confidentiality**

The District will keep the identity of complainants, respondents, and witnesses confidential, except as permitted by the Family Educational Rights and Privacy Act (FERPA), as otherwise required by law, and/or as necessary to carry out this Procedure.

### **Definitions**

**Complainant:** An individual who is alleged to be the victim of conduct that could constitute sexual harassment under Title IX. Parents and/or legal guardians of a complainant are not considered a complainant but may file a Formal Complaint on behalf of a minor child and act on behalf of the minor child in any Title IX matter. For the purpose of this Procedure the terms "complainant" and "alleged victim" shall have the same meaning.

**Formal Complaint:** A document or electronic submission filed by a complainant, that contains the complainant's physical or digital signature or otherwise indicates that the

complainant is the person filing the Formal Complaint, or a document signed by the Title IX coordinator, that:

1. alleges sexual harassment against a respondent; and
2. requests that the District investigate the allegation of sexual harassment.

At the time of filing a Formal Complaint, the complainant must be participating in or attempting to participate in the District's education program or activity with which the Formal Complaint is being filed. Sexual Harassment: Under Title IX, the term "sexual harassment" includes three (3) types of misconduct based on sex:

1. any instance of quid pro quo harassment by a school employee;
2. unwelcome conduct on the basis of sex, including unwelcome conduct based on sex stereotyping or on the basis of traditional notions of masculinity and femininity, that is sufficiently severe and pervasive and objectively offensive conduct, effectively denying a person equal educational access; or
3. any instance of sexual assault, dating violence, domestic violence, or stalking as defined below.

Sexual Assault: An offense that meets the definition of rape, fondling, incest, or statutory rape as used in the FBI's Uniform Crime Reporting system and set out below:

- Rape: The penetration, no matter how slight, of the vagina or anus with any body part or object, or oral penetration by a sex organ of another person, without the consent of the victim.
- Fondling: The touching of the private body parts of another person for the purpose of sexual gratification, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental incapacity. In Massachusetts, pursuant to M.G.L. c. 265, § 13B, a child under the age of 14 is incapable of giving consent to indecent touching.
- Incest: Sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law.
- Statutory Rape: Sexual intercourse with a person who is under the statutory age of consent. In Massachusetts, pursuant to M.G.L. c. 265, § 23, the statutory age of consent is 16 years of age.

For the purposes of the definition of sexual assault, the term "consent" shall be defined in a manner consistent with Massachusetts laws.

Dating Violence: Violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim. The existence of such a relationship shall be determined based on the reporting party's statement and with consideration of the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship. For the purposes of this definition, dating violence includes, but is not limited to, sexual or

physical abuse or the threat of such abuse. Dating violence does not include acts covered under the definition of domestic violence.

**Domestic Violence:** A felony or misdemeanor crime of violence committed by a current or former spouse or intimate partner of the victim; by a person with whom the victim shares a child in common; by a person who is cohabitating with, or has cohabitated with, the victim as a spouse or intimate partner; by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction in which the crime of violence occurred; by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction in which the crime of violence occurred.

**Stalking:** Engaging in a "course of conduct" directed at a specific person that would cause a "reasonable person" to fear for the person's safety or the safety of others or suffer "substantial emotional distress." For the purposes of this definition:

- "Course of conduct" means two or more acts, including, but not limited to, acts in which the stalker directly, indirectly, or through third parties, by any action, method, device, or means, follows, monitors, observes, surveils, threatens, or communicates to or about a person, or interferes with a person's property.
- "Reasonable person" means a reasonable person under similar circumstances and with similar identities to the victim.
- "Substantial emotional distress" means significant mental suffering or anguish that may, but does not necessarily, require medical or other professional treatment or counseling.

**Party or Parties:** The complainant and/or respondent.

**Principal:** The Principal or Principal's designee.

**Respondent:** An individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

**Superintendent:** The Superintendent or Superintendent's designee.

**Supportive Measures:** Individualized services reasonably available that are non-punitive, non-disciplinary, and not unreasonably burdensome to the Complainant or Respondent, while designed to ensure equal educational access, protect safety, and/or deter sexual harassment. Supportive Measures may be offered before or after the filing of a Formal Complaint or where no Formal Complaint has been filed.

Supportive measures are individualized services reasonably available that are non-punitive, non-disciplinary, and not unreasonably burdensome to the other party, while designed to ensure equal educational access, protect safety, and/or deter sexual harassment. Supportive measures available to complainants and respondents include, but are not limited to: counseling; extensions of deadlines or other course-related adjustments; modifications of work or class schedules; campus escort services; mutual restrictions on contact between the parties; changes in work locations; leaves of

absence; increased security and monitoring of certain areas of the building and/or campus; and other similar measures. Violations of the restrictions imposed by supportive measures may be considered a violation of school rules and may also be considered in determining whether sexual harassment has occurred.

Title IX Coordinator: Employee(s) designated by the District to coordinate its efforts to comply with Title IX.

## I. REPORTING SEXUAL HARASSMENT

- A. Who May Report Sexual Harassment: Anyone may report an allegation of sexual harassment.
- B. How to Report Sexual Harassment: Individuals are encouraged to report allegations of sexual harassment to the Title IX Coordinator or the Principal, but any District employee who receives a report of sexual harassment will respond to the report as outlined below.
- C. Internal Reporting: Any District employee who receives a report of sexual harassment shall respond by promptly informing the Principal or Title IX Coordinator of the report. Any District employee who observes sexual harassment of a student should intervene to stop the conduct and shall promptly inform the Principal or Title IX Coordinator of the incident. If a report involves an allegation against the Principal or Title IX Coordinator, the District employee shall instead report the allegation to the Superintendent. Any Principal who receives a report of sexual harassment shall promptly inform the relevant Title IX Coordinator of the report.
- D. District's Response to Report: The District will respond to all reports of sexual harassment promptly and equitably, and in a manner consistent with this Procedure and any other relevant District procedures and policies. Upon receipt of a report, the Title IX Coordinator shall:
  - (1) Promptly and confidentially contact the complainant to discuss the availability of supportive measures;
  - (2) Inform the complainant of the availability of supportive measures with or without the filing of a Title IX Formal Complaint;
  - (3) Consider the complainant's wishes with respect to supportive measures;
  - (4) If the District does not provide the complainant with supportive measures, document the reasons why such response was reasonable; and
  - (5) Explain to the complainant the process for filing a Title IX Formal Complaint. Only the filing of a Title IX Formal Complaint will trigger the Title IX Formal Complaint grievance process, outlined in Section II.

## II. FILING A TITLE IX FORMAL COMPLAINT

Only the filing of a Title IX Formal Complaint will trigger the Title IX Formal Complaint grievance process, outlined below.

- A. **Who may file a Title IX Formal Complaint:** Although anyone may report sexual harassment, only a complainant or a Title IX Coordinator may file a Title IX Formal Complaint. If a complainant chooses not to file a Formal Complaint, the complainant's choice to not initiate an investigation will generally be respected, unless the Title IX Coordinator determines that signing a Formal Complaint to initiate an investigation over the wishes of the complainant is not clearly unreasonable in light of the known circumstances. The Title IX Coordinator will take into account concerns articulated by the parties, the best interests of the community, fairness to all concerned, and the District's legal obligations under applicable state and federal laws. Where the Title IX Coordinator signs the Formal Complaint, the Title IX Coordinator is not a complainant or a party during the grievance process and must comply with the requirement to be free from conflicts or bias.
- B. **Processing of a Title IX Formal Complaint:** Title IX Formal Complaints will be investigated promptly and equitably by the Title IX Coordinator or designee, as follows:

**Step 1:** Title IX Formal Complaint is filed:

1. A Formal Complaint shall state (if known to the reporter or alleged victim) the name(s) of the persons involved, witnesses to the conduct, if any, a description of the conduct, and to the extent possible, the dates and locations of the conduct. A Formal Complaint will not be dismissed solely because it was not completely filled out or it was filled out incorrectly.
2. A Formal Complaint may be filed at any time, including during non-business hours. Formal Complaints submitted outside of normal business hours will be deemed received on the following school working day.
3. At the time of the filing of the Formal Complaint, the alleged victim must be participating in or attempting to participate in the education program or activity of the school district with which the Formal Complaint is filed.
4. A Formal Complaint may be filed with the Title IX Coordinator in person, by mail, or by electronic mail, by using the contact information for the Title IX Coordinator listed in this Procedure, and by any additional method designated by the school.
5. **Consolidation of Formal Complaints:** Schools may consolidate Formal Complaints where the allegations arise out of the same facts.
6. **Consideration of the use of the Informal Resolution Process** with the consent of the parties. See Section II(D).
7. Throughout this process, there shall be a presumption that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.

**Step 2:** Consider Supportive Measures for both the complainant and the respondent: Once a Formal Complaint is filed, the Title IX Coordinator will ensure that supportive measures are considered for both parties. See Section I(D).

**Step 3:** Written Notice of Allegations: Upon receipt of a Formal Complaint, the District shall send written notice of the allegations, including the identity of the parties, to both the complainant and the respondent, if their identities are known. The written notice must include: (1) a statement prohibiting knowingly submitting false information; (2) sufficient details known at the time to allow the respondent the opportunity to respond to the allegations; (3) a statement that the respondent is presumed not responsible for the alleged conduct; (4) that a determination regarding responsibility is made at the conclusion of the grievance process; (5) that the parties may have an advisor of their choice, who may be, but is not required to be, an attorney; and (6) that the parties/advisors may inspect and review evidence in accordance with this Procedure. If, in the course of the investigation, the District decides to investigate allegations of sexual harassment that are not included in the initial written notice of allegations, the District shall provide notice of the additional allegations to the parties whose identities are known.

**Step 4:** Consider Whether Dismissal of Formal Complaint Warranted: Some Formal Complaints will be subject to mandatory or discretionary dismissal under Title IX.

1. Mandatory Dismissal of Formal Complaint: The Title IX Coordinator shall dismiss a Formal Complaint under Title IX when the conduct alleged:
  - a. even if proved, would not meet the definition of sexual harassment under Title IX;
  - b. did not occur in an education program or activity of the District; or
  - c. did not occur against a person in the United States.
2. Discretionary Dismissal of Formal Complaint: The Title IX Coordinator may dismiss a Formal Complaint or allegations therein for purposes of Title IX at any time if:
  - a. the complainant informs the Title IX Coordinator in writing that the complainant desires to withdraw the Formal Complaint or allegations;
  - b. the respondent is no longer enrolled or employed by the District; or
  - c. specific circumstances prevent the District from gathering sufficient evidence to make a determination.
3. The Title IX Coordinator must provide the parties with written notice of any dismissal of a Formal Complaint and the reasons for the dismissal.
4. Dismissal of a Formal Complaint for purposes of Title IX shall not preclude the District from addressing the allegations under any other

relevant District policies or procedure(s), including but not limited to, the Civil Rights Grievance Procedure, the Bullying Prevention and Intervention Plan, the Student Code of Conduct, and/or a collective bargaining contract, nor will it preclude the District from addressing the allegations pursuant to the grievance process set out in Section II of this Procedure. The Title IX Coordinator shall have the discretion to make any such referrals and proceed as appropriate in regard to the allegations.

**Step 5:** Initial Investigation: All Formal Complaints will be investigated by the Title IX Coordinator or other individual designated to serve as the investigator by the Title IX Coordinator. The investigator shall be responsible for seeking and gathering evidence relative to the investigation. Any Formal Complaint against an employee who holds a supervisory position shall be investigated by a person who is not subject to that supervisor's authority. During the Formal Complaint resolution process:

1. Standard of Proof: The investigator shall make factual findings based on a preponderance of the evidence standard.
2. The burden for gathering evidence and the burden of proof remains on the District, not on the parties.
3. The District shall provide equal opportunity for the parties to present fact and expert witnesses and other inculpatory and exculpatory evidence.
4. The District shall not restrict the ability of the parties to discuss the allegations or gather evidence (e.g., no "gag" orders).
5. Each party may have one (1) advisor of their own selection and at their own expense participate in this grievance process. In the case of a student under the age of 18, this advisor may be in addition to the student's parents/guardians. Any restrictions on the participation of an advisor will be applied equally to each party. The advisor may, but is not required to, be an attorney. Any evidence received by an advisor in this process is subject to confidentiality and may be used only for the purpose of the grievance process. Advisors are prohibited from disseminating or disclosing such evidence outside of the grievance process.
6. The District shall send prior written notice to the parties of any investigative interviews, meetings, or hearings in which their participation is invited or expected.
7. Privacy of Medical Treatment and Mental Health Treatment Records: The District may not access or use either the complainant's or the respondent's medical, psychological, or similar treatment records unless the District obtains the party's written consent to do so.
8. The investigator may impose reasonable timeframes on all parties as required to facilitate the timely completion of the investigation. The investigator may extend any of the timeframes beyond the time periods identified in this Procedure for good cause. If a complaint or report of sexual harassment is received within three (3) weeks of the end of the academic school year, the investigator will attempt to complete the investigation by the end of the school year. In the event that the

investigation extends beyond the last day of school, the District will make reasonable efforts to complete the investigation within the applicable time frames, but may extend the investigation period to account for the unavailability of witnesses while school is not in session. If the investigator extends the investigation, the investigator will notify the parties of the extension and the reasons therefore in writing.

**Step 6:** Opportunity for Parties to Respond to Evidence: The District must send the parties, and their advisor(s) (if they have one) evidence directly related to the allegation, in electronic format or hard copy. Parties shall be afforded ten (10) calendar days to inspect, review and respond to the evidence. The District shall not require, allow, rely upon, or otherwise use evidence that constitutes information protected from disclosure by a legally recognized privilege, unless it has been waived by the holder of the privilege.

1. Prior to providing evidence to the parties, the investigator may redact confidential information that is not directly related to the allegations or that is otherwise barred from use under Title IX or by privilege (e.g., treatment records), the Family Educational Rights and Privacy Act and/or 603 CMR 23.00. Information that is directly related to the investigation, and that is not expressly barred from disclosure under Title IX (e.g., treatment records), the Family Educational Rights and Privacy Act, and/or 603 CMR 23.00, must be made available for review by both parties.
2. The parties and their advisors shall be prohibited from dissemination of any of the evidence for any purpose not directly related to this grievance procedure.

**Step 7:** Completion of the Investigative Report: The District must send the parties, and their advisor, an Investigative Report that fairly summarizes relevant evidence but does not reach any conclusions regarding responsibility, in electronic format or hard copy, within twenty-five (25) school days of receipt of the Formal Complaint, unless otherwise extended for good cause. A copy of the Investigative Report will also be sent to the decision-maker.

**Step 8:** Parties' Opportunity to Respond to Investigative Report: The District shall provide each party ten (10) calendar days for the parties to respond to the investigative report. The Investigative Report will notify the parties of the opportunity to submit to the decision-maker directed questions of the other party and/or any witness within that same ten (10) calendar days. (See Step 9).

**Step 9:** Directed Written Questions from the Parties: After the Investigative Report has been sent to the parties, but prior to reaching a determination regarding responsibility, the decision-maker shall afford both the complainant and the respondent the opportunity to submit to the decision-maker written, relevant questions of the other party or any witness, provide the party with the other party's and/or witness's written responses to said written questions, and allow for additional, limited follow-up questions from each party in writing.

Questions that seek disclosure of information protected under a legally recognized privilege, Family Educational Rights and Privacy Act, and/or 603 CMR 23.00 shall not be permitted, unless the person holding the privilege has waived the privilege.

1. The complainant shall be protected from answering questions about the complainant's prior sexual behavior unless such questions and evidence about the [complainant](#)'s prior sexual behavior are offered to prove that someone other than the [respondent](#) committed the conduct alleged by the [complainant](#), or if the questions and evidence concern specific incidents of the [complainant](#)'s prior sexual behavior with respect to the [respondent](#) and are offered to prove [consent](#).
2. Upon receipt of the Investigative Report, each party shall have ten (10) calendar days to submit directed relevant questions to the decision-maker in writing.
  - i. All questions must be posed in a respectful manner (e.g., without profanity and without attacking a person's character or motivations).
  - ii. Questions that are not relevant will be excluded, and the decision-maker shall explain to the party posing the question the reason(s) for excluding any question.
3. Upon receipt of the directed questions from the District, each party and witness shall have five (5) calendar days to respond to those questions in writing.<sup>1</sup>
4. After receipt of the answers by the parties, any follow-up questions by the parties shall be submitted to the decision-maker in writing within three (3) calendar days, and those follow-up questions shall be responded to in writing within three (3) calendar days of receipt.
5. Each party will be provided a copy of the other party's or witness's written answers.

**Step 10:** Determination of Responsibility/Findings of Fact by the Decision-Maker:

1. The decision-maker shall issue a written determination regarding responsibility with a description of the procedural steps taken, findings of fact, conclusions about whether the alleged conduct occurred, rationale for the result as to each allegation, the range of disciplinary sanctions to which the respondent may be subject, whether remedies will be provided to the complainant, and procedures and bases for appeal. The decision-maker's written determination shall not be completed by the Title IX Coordinator or the investigator.
2. **Standard of Proof:** The decision-maker shall make factual findings based on a preponderance of the evidence standard.

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<sup>1</sup> The parent or guardian may act on behalf of the party in drafting questions and submitting written answers. In the case of young children, reasonable accommodation based on disability, and/or other good cause, either party and/or any witness may request and have their oral responses reduced to writing by the investigator or Title IX Coordinator.

3. The decision-maker's findings shall be based on an objective review of all relevant evidence, inculpatory and exculpatory, and avoid credibility determinations based on a person's status as a complainant, respondent, or witness.
  4. The decision-maker shall not draw inferences about the determination of responsibility based solely on a party's failure or refusal to answer questions.
  5. The written determination must be sent simultaneously to both parties.
  6. This determination shall be sent within twenty (20) school days of the issuance of the investigative report unless an extension is agreed upon by the parties or if the process is otherwise reasonably delayed. Except where the parties have agreed to an extension of the timeline or where the process is otherwise reasonably delayed, the written determination shall be issued within sixty (60) school days of receipt of the Formal Complaint.
- C. Remedies: If the decision-maker determines that sexual harassment has occurred, the District administration shall take steps to eliminate the harassing environment, which must include but need not be limited to providing remedies to a complainant that are designed to restore or preserve the complainant's equal access to the District's education programs and/or activities. These remedies may be the same individualized services as the supportive measures outlined in Section I(D) above and/or may consist of alternative interventions and/or punitive or disciplinary sanctions that burden the respondent.
- D. Discipline: Persons who engage in sexual harassment or retaliation may be subject to disciplinary action, including, but not limited to, reprimand, suspension, termination, expulsion (if applicable under M.G.L. c. 71, §§ 37H or 37H 1/2), or other sanctions as determined by the District administration, subject to applicable procedural requirements.
1. Although the respondent may, in accordance with Title IX, be subject to emergency removal at any time, the respondent may not be subject to disciplinary sanctions for the misconduct defined under this Procedure until after this grievance process has been completed.
- E. Informal Process: Only after a Formal Complaint is filed may the District opt to offer and facilitate informal resolution options, such as mediation or restorative justice. Both parties must give voluntary, informed, written consent to attempt any offered informal resolution. Any informal resolution under this Procedure will be facilitated by trained personnel.
1. The informal resolution process is not available to resolve allegations that an employee sexually harassed a student.
  2. The informal process is voluntary, and the alleged victim and/or respondent may terminate or decline any informal process at any time and resume the Formal Complaint grievance process.

3. The informal process shall not exceed thirty (30) calendar days.
  4. Participation in the informal process will stay the timelines of the Formal Complaint process.
- F. **Emergency Removal under Title IX:** The District may remove a respondent on an emergency basis at any time provided that the District: (1) undertakes an individualized safety and risk analysis; (2) determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal and that there is no alternative to the respondent's emergency removal to mitigate the threat presented; and (3) provides the respondent with notice and the opportunity to challenge the decision immediately following the removal.
- G. **Anonymous Reports:** The District may be on notice of an allegation of sexual harassment through receipt of an anonymous report. In cases of anonymous reports, the District's obligation is to respond in a manner that is not clearly unreasonable in light of the known circumstances. If the anonymous reporter is the complainant and they request confidentiality, the District can and should offer supportive measures to the extent consistent with maintaining the request for confidentiality. If an anonymous report is received without a disclosure of the complainant's identity, the District will be unable to provide the complainant supportive measures in response to that report. The District may in conformance with applicable state laws and regulations be required to report sexual harassment identified in an anonymous complaint to state and/or local authorities such as the Massachusetts Department of Children and Families in conformance with state statutes and regulations and/or take actions to protect the safety of the school community (contacting the police, for example) that may result in the identity of the reporting person being disclosed. Although the District shall respond to anonymous reports of sexual harassment in accordance with this Procedure, a Formal Complaint cannot be filed anonymously.
- H. **Appeals:** The complainant or respondent may appeal from a determination regarding responsibility and/or from the District's dismissal of a Formal Complaint or any allegations therein, only on the following bases:
1. procedural irregularity that affected the outcome of the matter;
  2. newly discovered evidence that could affect the outcome of the matter; and/or
  3. Title IX personnel had a conflict of interest or bias that affected the outcome of the matter.

An appeal may be made to the Superintendent or designee within five (5) calendar days after receiving the determination of responsibility or dismissal. The Superintendent will decide the appeal no later than thirty (30) calendar days of the date of receipt of the written appeal. In cases in which it has been determined that a respondent student is subject to long-term suspension as a

result of a finding of sexual harassment in accordance with this Procedure, the respondent may elect to exercise their appeal under the disciplinary due process requirements applicable to the circumstances (e.g., M.G.L. c. 71, §§ 37H, 37H ½ or 37H ¾) in place of this appellate procedure. Appeals must be made in writing (email is sufficient) to the Superintendent, Appeals must be made in writing (email is sufficient) to the Superintendent, North Andover Public Schools 566 Main Street, North Andover, Massachusetts 01845. The Title IX Formal Complaint grievance process is deemed complete when either the time period for appeal has lapsed or upon the issuance of the Superintendent's decision on a timely filed appeal.

- I. Recordkeeping: Records related to this Procedure will be maintained for a period of seven (7) years.
- J. Employment Agencies: The contact information for state and federal employment discrimination enforcement agencies is as follows: (1) Federal: United States Equal Employment Opportunity Commission (EEOC); John F. Kennedy Federal Building; 15 New Sudbury Street, Room 475; Boston, MA 02203-0506; 1-800-669-4000; [EEOC Boston Area Office Website: https://www.eeoc.gov/field-office/boston/location](https://www.eeoc.gov/field-office/boston/location); and (2) State: Massachusetts Commission Against Discrimination (MCAD); Boston Headquarters; One Ashburton Place; Sixth Floor, Room 601; Boston, MA 02108; (617)-994-6000; [MCAD Website: https://www.mass.gov/orgs/massachusetts-commission-against-discrimination](https://www.mass.gov/orgs/massachusetts-commission-against-discrimination)
- K. Identification of key personnel involved in Title IX process for reports and/or Formal Complaints of sexual harassment:
  - Title IX Coordinator: SEL Director, Michelle O'Leary, [olearym@nak12.com](mailto:olearym@nak12.com), 978 794-1503 ext 51048, North Andover Public Schools, 566 Main Street, North Andover, MA 01845
  - Investigator(s):
    - Elementary Level: SEL Director, Michelle O'Leary, [olearym@nak12.com](mailto:olearym@nak12.com), 978 794-1503 ext 51048
    - North Andover High School: Assistant Principals Scott Young [youngs@nak12.com](mailto:youngs@nak12.com) and Allynn Grantham, [granthama@nak12.com](mailto:granthama@nak12.com), 978 794-1503 ext 51111
    - North Andover Middle School: Assistant Principals, Craig Murray, [murrayc@nak12.com](mailto:murrayc@nak12.com), 978 794-1503 ext 61001 and Caroline Beasley, [beasleyc@nak12.com](mailto:beasleyc@nak12.com), 978 794-1503 ext 61102
    - All Staff: Director of Human Resources, Greg Landry, [landryg@nak12.com](mailto:landryg@nak12.com), 978 794-1503 ext 41276
  - Decision-Maker(s):

- o ABECC: Principal Tiffany Goddard, [goddardt@nak12.com](mailto:goddardt@nak12.com), 978 794-1503 ext 55040
  - o Atkinson: Principal Erin O'Loughlin, [oloughline@nak12.com](mailto:oloughline@nak12.com), 978 794-1503 ext 56001
  - o Franklin: Principal Joe Clarke, [clarkej@nak12.com](mailto:clarkej@nak12.com), 978 794-1503 ext 57001
  - o Kittredge: Principal Richard Cushing, [cushingr@nak12.com](mailto:cushingr@nak12.com), 978 794-1503 ext 58001
  - o Sargent: Principal Karen Murdoch-Lahey, [laheyk@nak12.com](mailto:laheyk@nak12.com), 978 794-1503 ext 59001
  - o Thomson: Principal Chris Raymond, [raymondc@nak12.com](mailto:raymondc@nak12.com), 978 794-1503 ext 60001
  - o NAMS: Principal Jorge Goncalves, [goncalvesj@nak12.com](mailto:goncalvesj@nak12.com), 978 794-1870 ext 61101
  - o NAHS: Principal Chet Jackson, [jacksonc@nak12.com](mailto:jacksonc@nak12.com), 978 794-1503 ext 51111
- Appeal Officer: Assistant Superintendent Lorene Marx, [marxl@nak12.com](mailto:marxl@nak12.com), 978 794-1503 ext 41273
  - Informal Resolution Facilitator: SEL Director, Michelle O'Leary, [olearym@nak12.com](mailto:olearym@nak12.com), 978 794-1503 ext 51048

The District will notify students, employees, applicants for admission or employment, parents and legal guardians of students, and unions of the name, title, office address, email address and telephone number of the Title IX Coordinator. This information will be prominently displayed on the District's website.

## **L. Bullying**

School Committee Policy JICFB:

One of the North Andover Public Schools most important responsibilities is to create and sustain a safe school environment where the students can focus on their education and feel welcome. To achieve this goal we must acknowledge that bullying can occur within our community and it is our obligation to respond to it in the most effective manner possible.

Bullying of any type has no place in a school setting. The North Andover Public Schools will endeavor to maintain a learning and working environment free of bullying. Bullying can take many forms and occur in virtually any setting. It can create unnecessary and unwarranted anxiety that will affect attending school, walking in corridors, eating in cafeterias, playing in the school yard or recreation areas, participating in or attending special and extracurricular activities, or riding on the bus to and from school each day.

As a rule, bullying behavior starts in elementary school and peaks in the middle school years. However, it attracts more attention from adults when it appears in high school.

There the students are older and physically larger and the behavior is recognized as being less tolerable and more inappropriate. Also, sexual harassment is, in fact, often a form of bullying. cyber-bullying, the sending or posting of harmful or cruel text images using the Internet or other digital communication devices, is one of the most challenging issues facing administrators, parents and law enforcement officials.

Cyber-bullying can be extremely vicious. Victimization is ongoing (24/7) and can be distributed world-wide and often irretrievable. Because it can be anonymous, individuals who engage in cyberbullying are bolder and less fearful of getting caught.

Bullying and harassment are major distractions from learning. The grades of the victims can suffer. Fear can lead to chronic absenteeism, truancy, or even dropping out of school. Bystanders feel both guilty and helpless for not standing up to the bully.

Most bullying starts out verbally with teasing and put-downs and may become progressively worse, assume physical dimensions and/or make its way out onto the Internet.

Bullying is defined as engaging in conscious, willful and deliberate hostile activity intended to harm, induce fear through threat of further aggression, and create terror.

Examples of bullying include:

- Bullying can be direct or indirect, blatant or subtle. It involves an imbalance of power and repeated and intentional actions.
- Bullying is any behavior considered physical aggression, social aggression, verbal aggression, written aggression, intimidation, sexual harassment, or racial/ethnic harassment.
- Bullying is cutting someone off from essential relationships. Bullying includes isolating the victim by making them feel rejected by his/her community.
- Bullying is malicious gossip and rumor spreading.
- Bullying can take the form of cyberbullying. Electronic communication (including but not limited to texting, Facebook posting, emailing or other forms of internet use) that includes physical threats and/or malicious gossip and slander. Hit lists or polls via email or other methods of communication naming specific students and/or teachers.

The district's approach to bullying is one of restitution, resolution and reconciliation. Staff will provide support for the victim while working to change the behavior of the bully through a combination of education and problem solving. Consequences for irresponsible behavior will be simple, valuable and purposeful.

Retaliation against a student, because a student has filed a report or assisted in the investigation of an incident of bullying, is also prohibited and will be subject to disciplinary action up to and including suspension and expulsion.

The School Committee expects administrators and supervisors to make clear to students and staff that the act of bullying in the school building, on school grounds, on the bus or school-sanctioned transportation, or at school-sponsored functions will not be tolerated and will be grounds for disciplinary action up to and including suspension and expulsion for students and termination for employees.

The district will promptly and reasonably investigate allegations of harassment, including bullying. The Principal of each building will be responsible for handling all complaints by students alleging harassment, including bullying whether the act has been witnessed by staff or not.

The Superintendent will develop administrative guidelines and procedures for the implementation of this policy. These guidelines and procedures will be printed in the Student Handbooks.

The district will implement programs to educate students, staff and parents on bullying and cyber-bullying.

### **M. Physical Restraint of Students**

School Committee Policy JKAA:

Maintaining an orderly, safe environment conducive to learning is an expectation of all staff members of the North Andover School District. Further, students of the district are protected by law from the unreasonable use of physical restraint.

Physical restraint shall be used only in emergency situations after other less intrusive alternatives have failed or been deemed inappropriate, and with extreme caution. School personnel shall use physical restraint with two goals in mind:

1. To administer a physical restraint only when needed to protect a student and/or a member of the school community from immediate, serious, physical harm; and
2. To prevent or minimize any harm to the student as a result of the use of physical restraint.

The following definitions appear at 603CMR 46.02:

1. Extended Restraint: A physical restraint the duration of which is longer than twenty (20) minutes.
2. Physical escort: Touching or holding a student without the use of force for the purpose of directing the student.
3. Physical restraint: The use of bodily force to limit a student's freedom of movement.

The use of mechanical or chemical restraint is prohibited unless explicitly authorized by a physician and approved in writing by the parent/guardian. The use of seclusion restraint is prohibited in public education programs.

- **Mechanical restraint** – The use of a physical device to restrict the movement of a student or the movement or normal function of a portion of his or her body. A protective or stabilizing device ordered by a physician shall not be considered a mechanical restraint.
- **Seclusion restraint** – Physically confining a student alone in a room or limited space without access to school staff. The use of “Time out” procedures during which a staff member remains accessible to the student shall not be considered “seclusion restraint”.
- **Chemical restraint** – the administration of medication for the purpose of restraint.

The Superintendent will develop written procedures identifying:

- Appropriate responses to student behavior, that may require immediate intervention;
- Methods of preventing student violence, self injurious behavior, and suicide;
- Descriptions and explanations of the school’s method of physical restraint;
- Descriptions of the school’s training and reporting requirements;
- Procedures for receiving and investigating complaints.

Each building Principal will identify staff members to serve as a school-wide resource to assist in ensuring proper administration of physical restraint. These staff members will participate in an in-depth training program in the use of physical restraint, which the Dept. of Elementary and Secondary Education recommends be at least 16 hours in length.

Only school personnel who have received training pursuant to 603CMR 46.00 shall administer physical restraint on students. Whenever possible the administration of physical restraint shall be administered in the presence of at least one adult who does not participate in the restraint. A person administering physical restraint shall only use the amount of force necessary to protect the student from injury or harm.

In addition, each staff member will be trained regarding the school’s physical restraint policy. The Principal will arrange training to occur in the first month of each school year, or for staff hired after the beginning of the school year, within a month of their employment.

Physical restraint is prohibited as a means of punishment, or as a response to destruction of property, disruption of school order, a student’s refusal to comply with a school rule or staff directive, or verbal threats that do not constitute a threat of imminent, serious physical harm to the student or others.

A member of the School Committee or any teacher or any employees or agent of the School Committee shall not be precluded from using such reasonable force as is necessary to protect pupils, other persons or themselves from an assault by a pupil.

The program staff shall report the use of physical restraint that lasts longer than five minutes, or results in injury to a student or staff member. The staff member shall inform the administration of the physical restraint as soon as possible, and by written report, no later than the next school day. The Principal or director or his/her designee shall maintain an ongoing record of all reported instances of physical restraint, which, upon request, shall be made available to the Dept. of Elementary and Secondary Education.

When a restraint has resulted in serious injury to a student or program staff member or when an extended restraint has been administered, the program shall provide a copy of the required report to the Dept. of Elementary and Secondary Education within five (5) school working days of the administration of the restraint.

In special circumstances waivers may be sought from parents either through the Individual Education Plan (IEP) process or from parents of students who present a high risk of frequent, dangerous behavior that may frequent the use of restraint.

## **N. Workplace Violence Prevention**

The district is committed to preventing workplace violence and to maintaining a safe work environment and has adopted the following guidelines to deal with intimidation, harassment, or other threats of or actual violence that may occur during business hours or on its premises.

All employees, including management and temporary employees, must be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, "horseplay," or other conduct that may be dangerous to others. Firearms, weapons and other dangerous or hazardous devices or substances are prohibited from district premises without proper authorization.

Conduct that threatens, intimidates, or coerces another employee, or a member of the public at any time, including off-duty periods, will not be tolerated. This prohibition includes all acts of harassment, including harassment that is based on an individual's race, color, religious creed, sex, national origin, ancestry, sexual orientation, pregnancy, veteran's status, military service, age, marital status, genetic information, disability or on any other basis protected by federal, state, or local law or ordinance.

All threats of or actual violence, both direct and indirect, should be reported immediately to the supervisor and/or the Human Resources Director. This includes threats by employees, customers, vendors, solicitors, or other members of the public.

Any employee who applies for or obtains a protective or restraining order which lists the employment location as being a protected area must provide his/her Supervisor/Human Resources Director with a copy of the petition, the declarations used to seek the order, a copy of any temporary protective or restraining order which is granted, and a copy of any protective or restraining order which is made permanent.

All suspicious individuals or activities on school premises should also be reported as soon as possible to a supervisor and/or the Superintendent's office. Employees should never place themselves in a position of peril.

The district will promptly and thoroughly investigate all reports of threats of or actual violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as possible. In order to maintain workplace safety and the integrity of its investigation, the district may suspend employees, either with or without pay, pending investigation or take any other steps, which, at its sole discretion, it deems appropriate.

Anyone determined to be responsible for threats of or actual violence or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action up to and including termination of employment and possible civil or criminal action.

The district encourages employees to bring their disputes or differences with other employees to the attention of their supervisor or management before the situation escalates into potential violence. The district is eager to assist in the resolution of employee disputes.

## **O. Disciplinary and Corrective Action**

The district is committed to administering equitable and consistent discipline for unsatisfactory conduct in the workplace. The best disciplinary or corrective measure is the one that does not have to be enforced and comes from good leadership and fair supervision at all employment levels. The district's own best interest lies in ensuring fair treatment of all employees and in making certain that disciplinary actions are prompt, uniform and impartial. The major purpose of any disciplinary action is to correct the problem, prevent recurrence and prepare the employee for satisfactory service in the future.

Although employment is based on mutual consent and both the employee and the district has the right to terminate employment at will, with or without reason or notice, the district may use discipline, including progressive discipline, at its discretion. This policy does not alter the "at-will" nature of employment.

When disciplinary action becomes necessary, the district may utilize a progressive approach which may include counseling, written warning/reprimand, suspension with or without pay, or termination of employment, depending on the severity of the problem and the number of occurrences. All forms of disciplinary action must be documented in the personnel file. Any disciplinary action involving suspension or termination must be approved by the Superintendent. Circumstances may warrant the skipping of one or more steps, or immediate termination.

While it is impossible to list every type of behavior that may be deemed a prohibited offense, the Employee Conduct and Work Rules provisions (Section VII-A) includes examples of problems that may result in disciplinary action including termination of

employment. Other offenses or unsatisfactory conduct may lead to disciplinary action, including termination, as well.

## **P. Staff Complaints and Grievances**

School Committee Policy GBK:

The 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 an 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 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 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.

## **Q. Safety**

The school district promotes a safe and healthy work environment. The district will provide information to employees about workplace safety and health issues through regular internal communication channels.

Some of the best safety improvement ideas come from employees. Those with ideas, concerns, or suggestions for improved safety in the workplace are encouraged to raise them with a supervisor or the Superintendent. Reports and concerns about workplace safety issues may be made anonymously if the employee wishes. All reports can be made without fear of reprisal.

Each employee is expected to obey safety rules and to exercise caution in all work activities. Employees must immediately report any unsafe conditions to their supervisor or the Superintendent. Employees who violate safety standards, who cause hazardous or dangerous situations, or who fail to report or, where appropriate, remedy such situations, may be subject to disciplinary action up to and including termination of employment.

In the case of accidents that result in injury, regardless of how insignificant the injury may appear, employees should immediately notify their supervisor and/or the Director of Human Resources, to comply with laws and to initiate insurance and workers' compensation benefits procedures.

## **IX. EMPLOYEE BENEFITS**

### **A. Benefits Overview**

\*Permanent employees who regularly work 20 hours or more per week are eligible for most benefits, although employees need to work at least 18.75 hours in a 37.5 hour workweek or 20 hours in a 40-hour workweek to be eligible for the town's health insurance and 30 hours to be eligible for the town's life insurance. A number of programs, such as retirement, workers' compensation and unemployment insurance, cover all employees in the manner prescribed by law. The district also provides additional benefits to employees. Where the term "spouse" is used, it includes spouses in heterosexual and same-sex marriages.

Benefits eligibility is dependent upon a variety of factors, including employee classification and length of service with the district. A more detailed description of the benefits can be obtained from the actual plan documents, such as a summary plan description, and the terms and conditions of those documents control rather than the summaries contained in this Policy.

The existence of these benefits does not give rise to a contractual claim for benefits, and the Town expressly reserves the right to add to or rescind any of the existing programs at any time, consistent with state and federal law. The Town of North Andover may also require or increase employee premium contributions toward any benefits at its discretion.

Pursuant to the authority contained in MGL c. 41, §108C, certain fringe benefits as set forth in subsequent sections of this Policy are hereby granted to employees occupying positions in the classification plan. The fringe benefits are considered to be a part of the compensation plan and the monetary value hereof shall be extended to eligible employees in addition to rates set forth in the appropriate salary or wage schedule.

\*Teachers who work a 0.5 FTE (full-time equivalent) or more are eligible for health benefits and other benefits on a prorated basis.

## **B. Holidays**

School employees will follow the calendar annually voted by the school committee. Employees who work an average of at least 20 hours a week shall be entitled to holiday pay for the designated holiday. Holiday pay is based on the number of hours the employee is regularly scheduled to work and the holiday must fall on the employee's regular workday.

An eligible non-exempt employee must work the day before and after the holiday in order to receive holiday pay, unless the employee's absence is excused in advance or the employee is on an approved vacation. Holidays occurring during an employee's vacation period will be credited as holiday pay instead of the accrued vacation time off that would otherwise have applied. Paid time off for holidays will not be counted as hours worked for the purposes of determining whether overtime pay is owed to non-exempt employees.

Employees are only eligible for receiving paid holidays if they are actively working for the district when the holidays are observed.

## **C. Vacation Time**

All permanent, 52-week employees who regularly work 20 or more hours a week are entitled to a paid vacation. Vacation time will be prorated based on the number of hours worked. Vacation accrual is determined by the employee's collective bargaining agreement or the Superintendent's agreed to vacation policy. All employees must complete a Personal/Vacation Day Request Form and submit this to his/her supervisor.

## **D. Jury Duty**

An employee required to serve on a jury and thus having to be absent from regular duty will be compensated in accordance with the provisions of MGL c234A.

Employees are expected to present the jury duty summons to their immediate supervisor within forty-eight (48) hours of receipt or with as much notice as is practicable so that arrangements can be made to accommodate their absence. During an employee's service as a juror, the employee is expected to report to work if he/she is not scheduled for duty or selected for a panel. Employees will not be penalized in any way for serving on a jury.

Employees covered by a collective bargaining agreement should consult their agreement for specific information regarding this type of leave.

## **E. Workers' Compensation Insurance**

The Town of North Andover provides a comprehensive workers' compensation insurance program at no cost to employees. This program covers accidental injuries or occupational illness arising out of and in the course of employment. Subject to

applicable legal requirements, workers' compensation insurance provides benefit coverage and medical payments.

In the event an employee sustains a work-related injury or illness, he/she must inform their immediate supervisor immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported as promptly as possible. This will enable an eligible employee to qualify for coverage as quickly as possible. All injured employees are required to complete a Report of Incident Form and the Medical Authorization Form within twenty-four (24) hours of the injury. These forms are available from the nurse at the employee's work assignment or the Human Resources Office.

The employee's immediate supervisor must review, sign and make any necessary comments where applicable and forward the form to the Director of Human Resources. Failure by an employee to promptly report the injury or accident may result in delays and/or denial of the claim.

If an employee, who has been absent from work and collected sick pay, and has this absence declared eligible for Worker's Compensation benefits the following shall take place:

- a. When an employee is out more than five (5) days, upon approval of the claim, he/she will receive 60% of their salary. Beginning on Day 6, the employee may choose to be compensated for up to 40% of their salary by using his/her accrued sick leave until they return to work. A request to do so must be submitted in writing to the Payroll Coordinator. Otherwise, the employee will only receive the worker's compensation payment.
- b. If an employee has been out for over 21 days, an employee will receive worker's compensation for the first five (5) days of injury. Those days paid and charged to sick leave (three of the first five days) during this absence will be credited back to the employee based upon the difference between the gross pay paid under sick pay benefit and the portion determined to be collected under Worker's Compensation. The employee will be required to reimburse to the district the dollar amount equivalent to the three days of pay.

Relation of Worker's Compensation Absences and the Family and Medical Leave Act (FMLA) – Time when an employee is absent on a worker's compensation-related injury or illness is chargeable to time that may be available to the employee under the FMLA.

## **F. Health Insurance**

The Town of North Andover's health insurance plan provides eligible employees and their spouses/dependents access to health insurance benefits. New employees must sign up within 10 calendar days of hire. New employee's health insurance begins on the first day of the month following 60 calendar days from the date of employment or two calendar months whichever comes first.

Employees who decline such coverage are not entitled to any payment or cash equivalent of the value of the benefits offered. The Affordable Health Care Act (ACA) is a new set of regulations that are administered through the Internal Revenue Service (IRS) as part of the Health Care Reform. The town is required to report to the IRS the number of employees who are eligible for health insurance but have elected not to participate in health insurance and the reason why. Eligible employees will be asked to complete a form if he/she declines the health insurance.

The district's contribution to health insurance coverage may change at any time. Through payroll deductions, employees pay the remaining premium amount.

Permanent employees who regularly work 18.75 hours in a 37.5 work week or 20 hours in a 40 hour workweek are eligible for health insurance benefits. Employees must be enrolled in a public retirement system to be eligible for the town's health insurance.

Changes in an employee's health insurance coverage are made through the Human Resources Office. Time is of the essence in making such changes. For example, if an employee needs to add a dependent to his/her health insurance because of birth or adoption, or marries and needs health insurance coverage for his/her new spouse, or loses his/her coverage on another person's insurance and needs to enroll in the town's health insurance, this must be done immediately.

These are considered "qualifying events" by the Town, and such changes must be made within 30 days of the occurrence of the qualifying event. Documentation (birth certificate, certificate of adoption, marriage certificate separation or divorce decree, notice from spouse's employer of loss of health coverage, etc.) is needed to make changes in benefits coverage.

Employee's will need to complete the GIC Municipal Employment Status Change Form (Form 1AMUN) which can be sent as an online link from the Human Resources office.

## **G. Dental Insurance**

The Town of North Andover provides employees and their eligible dependents who work 20 or more hours a week the opportunity to participate in a voluntary dental plan provided through Delta Dental. This is a voluntary plan paid for by the employee. For information about this coverage, please visit our website at [www.northandoverpublicschools.com](http://www.northandoverpublicschools.com) and go to "Human Resources" under "Staff Forms."

## **H. Life Insurance**

The Town of North Andover provides employees who work 30 or more hours a week the opportunity to participate in a voluntary basic and/or optional life insurance plan through Prudential Insurance. For information about this coverage, please visit our website at [www.northandoverpublicschools.com](http://www.northandoverpublicschools.com) and go to "Human Resources" under "Other Benefits."

## **I. Short & Long-Term Disability**

The Town of North Andover provides employees who work 20 or more hours a week the opportunity to participate in a short or long term disability plan through Colonial Life. This is a voluntary plan paid for by the employee. For information about this coverage, please visit our website and go to “Human Resources” under “Other Benefits.”

## **J. Flexible Spending Account**

Flexible Spending Accounts allow you to set aside a portion of ‘pre-tax’ dollars to cover certain health and dependent care expenses. These contributions are deducted from your paycheck prior to federal and state taxes.

Cafeteria Plan Advisors, Inc.  
420 Washington St. Suite 100  
Braintree, MA 02184  
Phone: 781-848-9848  
Fax: 781-848-8477  
[www.CPA125.com](http://www.CPA125.com)

## **K. Tax-Sheltered Annuities (403B)**

This is a voluntary benefit that allows employees to set aside a port of their gross income in a tax-sheltered annuity. Visit [www.northandoverpublicschools.com](http://www.northandoverpublicschools.com) and go to “Human Resources” under “Other Benefits” for the “Plan Summary Information ” and a link which includes a complete list of investment companies from which employees may choose.

## **L. Employee Assistance Program**

The Town’s Employee Assistance Program (EAP) is available to all employees and their families. This program is provided through MIAA which is the town’s workers compensation carrier. This program is dedicated to helping people with emotional, family, substance abuse and other personal problems. The EAP can be reached 24 hours a day, seven days a week at 1-800-451-1834.

Please refer to the EAP brochure on our website under “Other Benefits” on the district’s Human Resources web page under “Other Benefits.”

## **M. Retirement**

All permanent employees who regularly work 20 or more hours a week are required to participate in the district’s Retirement System. An enrollment form must be completed at the start of employment, and payroll deductions will begin automatically.

All permanent teachers are required to participate in the Massachusetts Teachers Retirement System (MTRS). Enrollment is automatic upon hire. An MTRS form will be provided to new teachers and must be completed at the start of employment to ensure the proper deduction is being taken.

Employees who are not eligible to participate in the district's Retirement System or the MTRS are automatically enrolled in the OBRA retirement plan. This plan is designed for employees who are part-time (less than 20-hours/week). Employees who leave the district are entitled to a disbursement of the assets held in this account. Please notify the Payroll Coordinator within 60 days from the date of termination in order to receive this disbursement.

## **N. Unemployment**

Employees of the North Andover Public Schools who lose their employment may be entitled to unemployment benefits under the terms and provisions of M.G.L. c. 151A. Information about an employee's entitlement to unemployment benefits, the application procedures for claiming benefits, or answers to specific questions about unemployment benefits can be obtained from the Massachusetts Division of Unemployment Assistance.

## **O. COBRA Coverage**

The Consolidated Omnibus Budget Reconciliation Act (COBRA) statute provides eligible employees and their qualified beneficiaries the opportunity to continue health insurance coverage under the district's health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events include but are not necessarily limited to termination of employment, death of an employee, a reduction in an employee's hours, an employee's divorce or legal separation, and a dependent child no longer meeting eligibility requirements. Under this law, the employee or beneficiary pays the full cost of coverage at the employer group rates plus an administration fee.

Eligible employees are provided with written notice describing rights granted COBRA when they may become eligible for coverage. The notice contains important information about the employee's rights and obligations.

## **X. AMENDMENT OF THE POLICY**

The Superintendent shall, from time to time, propose and the School Committee may adopt Amendments to this Employee Handbook.

**EMPLOYEE HANDBOOK**  
**ACKNOWLEDGMENT FORM**

I understand that my signature below indicates that I have received a copy of the North Andover personnel policies adopted by the North Andover School Committee, and I understand that it is my responsibility to read and comply with these policies, especially those that deal with the prohibition of sexual harassment.

Where negotiated terms of collective bargaining agreements differ, the terms of the collective bargaining agreements will take precedence.

I further understand that any questions that I have regarding this Employee Handbook may be directed to my supervisor and/or the Director of Human Resources for guidance.

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Employee Name (printed)

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Employee Signature

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Date