

Contents

File AA: SCHOOL DISTRICT LEGAL STATUS	2
File AA-E: AGREEMENT AMONG THE TOWNS OF HUNTINGTON, MIDDLEFIELD, MONTGOMERY, RUSSELL, WORTHINGTON, CHESTER AND BLANDFORD, MASSACHUSETTS WITH RESPECT TO THE FORMATION OF A REGIONAL SCHOOL DISTRICT	3
File AB: THE PEOPLE AND THEIR SCHOOL DISTRICT	18
File AC: NONDISCRIMINATION.....	19
File ACA: NONDISCRIMINATION ON THE BASIS OF SEX	21
File ACAB: SEXUAL HARASSMENT POLICY	22
File ACE: NONDISCRIMINATION ON THE BASIS OF DISABILITY	26
File ACE-R: NONDISCRIMINATION ON THE BASIS OF HANDICAP.....	28
File ACE-E-1: NONDISCRIMINATION ON THE BASIS OF HANDICAP	39
File ACE-E-2: NONDISCRIMINATION ON THE BASIS OF HANDICAP	40
File ACE-E-3: NONDISCRIMINATION ON THE BASIS OF HANDICAP.....	41
File ACE-E-4: NONDISCRIMINATION ON THE BASIS OF HANDICAP.....	42
File AD: EDUCATIONAL PHILOSOPHY	43
File AD-1: MISSION	44
File ADA: SCHOOL DISTRICT GOALS AND OBJECTIVES	45
File ADC: TOBACCO PRODUCTS ON SCHOOL PREMISES PROHIBITED	46
File ADDA: BACKGROUND CHECKS.....	47
File ADDA-R: DCJIS MODEL CORI POLICY	54
File AE: COMMITMENT TO ACCOMPLISHMENT	57

File AA: SCHOOL DISTRICT LEGAL STATUS

Education in the Gateway Regional School District has its legal basis in the will of the people as expressed in the Constitution and laws of the Commonwealth. The district was established through a formal agreement instituted according to the terms of Chapter 71 of the General Laws of Massachusetts, which govern the establishment of Regional School Districts.

The Regional School District came into being in 1957. Several years of discussion involving area towns had preceded the formation of a regional planning board composed of representatives from Huntington, Montgomery, Blandford, and Russell. When voters in Blandford and Russell elected not to participate, the two remaining towns received approval from the State Department of Education to form a Regional Secondary School District. By 1965, a Regional Junior-Senior High School had been opened and the district had five member towns:

- Huntington
- Montgomery
- Worthington
- Middlefield
- Russell

In 1967, the voters of the five towns approved a K-12 District plan. On July 1, 1968, the 17-person Regional District School Committee took office, including the newest member towns, Blandford and Chester.

Under the terms of the regional agreement, the Regional School District assumes responsibility for public education in the seven member towns.

(NOTE: The regional agreement is included in its entirety as an exhibit of code AA, following immediately in this manual.)

LEGAL REF.: Constitution of Massachusetts, Part II, Chapter V, Section II
M.G.L., 71

CROSS REF.: AA-E, School District Legal Status (Regional Agreement)
BB, School Committee Legal Status

**File AA-E: AGREEMENT AMONG THE TOWNS OF HUNTINGTON, MIDDLEFIELD,
MONTGOMERY, RUSSELL, WORTHINGTON, CHESTER AND BLANDFORD,
MASSACHUSETTS WITH RESPECT TO THE FORMATION OF A REGIONAL SCHOOL
DISTRICT**

Established July 11, 1957

First Amendment	June 1, 1959	(Chester/Worthington Enter)
Second "	October 6, 1960	(Chester Withdraws)
Third "	November 23, 1962	(Middlefield Enters)
Fourth "	March 8, 1965	(Post Graduate Students)
Fifth "	May 18, 1965	(Russell Enters)
Sixth "	November 6, 1967	(K-12 District)
Seventh"	May 27, 1968	(Blandford/Chester Enter)
Eighth "	December 13, 1972	(Payment Dates)
Ninth "	December 26, 1973	(Adoption of Budget)
Tenth "	May 10, 1976	(Apportionment of Costs)

This **AGREEMENT** is entered into pursuant to Chapter 71 of the General Laws of Massachusetts, as amended, by the Towns of Huntington, Middlefield, Montgomery, Russell, Worthington, Chester and Blandford hereinafter referred to as member towns. In consideration of the mutual promises herein contained, it is hereby agreed as follows:

SECTION I THE REGIONAL DISTRICT SCHOOL COMMITTEE

(A) Powers, Duties and Composition

The powers and duties of the Regional School District shall be vested in and exercised by a Regional District School Committee, hereinafter sometimes referred to as the Committee. The Committee shall consist of the following:

- Three members from the Town of Huntington
- Two members from the Town of Middlefield
- Two members from the Town of Montgomery
- Three members from the Town of Russell
- Two members from the Town of Worthington
- Three members from the Town of Chester
- Two members from the Town of Blandford

(B) **Continuation of Members**

Until the annual town elections next following the assumption of jurisdiction by the Committee over the pupils in all grades from kindergarten through grade twelve, the members of the Committee shall be appointed and elected and vacancies shall be filled as provided in Subsections (C), (D), and (E) of Section I as in effect prior to the adoption of the sixth amendment of this agreement, provided, however, that the terms of office of all such members shall terminate upon the election and qualification of successors as provided in Subsection (C) of Section I. As Amended.

X

(C) **Membership**

At the annual town elections next following the assumption of jurisdiction by the Committee of pupils in all grades from kindergarten through grade twelve, the Towns of Huntington, Russell and Chester shall each elect three members to serve on the Committee, one for a term of one year, one for a term of two years and one for a term of three years; and the Towns of Middlefield, Montgomery, Worthington and Blandford shall each elect two members to serve on the Committee, one for a term of two years and one for a term of three years. Thereafter, in every year in which the term of office of a member expires, each member town involved shall, at the annual town election, elect one member to serve for a term of three years. As Amended

(D) **Vacancies**

If a vacancy occurs among the members elected under Subsection (C) of Section I, the selectmen and remaining Committee members from the town involved, acting jointly, shall appoint a member to serve until the next annual town election, at which election a successor shall be elected to serve for the balance of the unexpired term, if any. As Amended.

(E) **Powers and Duties**

The Committee shall have all the powers and duties conferred and imposed upon School Committees by law and conferred and imposed upon by this Agreement, and such other additional powers and duties as are specified in Sections 16 to 161, inclusive, of Chapter 71 of the General Laws and any amendments thereof or additions thereto now or hereafter enacted, or as may be specified in any other applicable general or special laws. As Amended.

(F) **Organization**

Promptly upon the appointment and qualification of the initial members and annually thereafter upon the election or appointment and qualification of successors, the Committee shall organize and choose by ballot a Chairperson from its own membership. At the same meeting or at any other meeting the committee shall appoint a Treasurer and Secretary who may be the same person but need not be members of the Committee, choose such other officers as it deems advisable, determine the terms of office of its officers (except the Chairperson who shall be elected annually as provided above) and prescribe the powers and duties of any of its officers, fix the time and place for its regular meetings, and provide for calling of special meetings. As Amended.

SECTION II LOCATION OF REGIONAL SCHOOLS

(A) Location of Schools

Regional District Schools, essentially for grades five through twelve, consisting of a Middle School and a Secondary School, shall be located in the Town of Huntington within a radius of one mile from the Norwich Bridge. All other schools shall be Elementary Schools and shall be located within the District.

As Amended.

(B) Lease of Schools in Member Towns

The Town of Huntington is hereby authorized to lease to the Regional School District all the premises and the building presently known as the Murrayfield Elementary School. The Town of Middlefield is hereby authorized to lease to the Regional School District all the premises and the building presently known as the Middlefield Elementary School. The Town of Russell is hereby authorized to lease to the Regional School District all the premises and the building presently known as the Russell Elementary School.

The Town of Worthington is hereby authorized to lease to the Regional School District all the premises and the building presently known as the Russell H. Conwell School. The Town of Chester is hereby authorized to lease to the Regional School District all the premises and the building presently known as the Chester Elementary School. The Town of Blandford is hereby authorized to lease to the Regional School District all the premises and the building known as the Blandford Elementary School. Each of the leases authorized above shall be for a term of twenty years and the term shall commence on the date when the Committee assumes jurisdiction over the pupils in the elementary schools. Each of the leases shall contain a provision or provisions for the extension of the term thereof for an additional term not in excess of twenty years, renewable at any time during the term, at the option of the Committee. Each of the leases shall contain provisions authorizing the Regional School District to insure, repair, improve, alter or remodel any of the leased buildings. Each of the Towns of Huntington, Middlefield, Russell and Blandford shall separately charge the District rent for each calendar year commencing with the calendar year next following the year in which the Committee assumes jurisdiction of the pupils in kindergarten through grade six, in which any principal and interest shall become due on any outstanding bonds issued by each respective town for the construction of a leased school. The annual rental shall be equal to the amount of principal and interest which each respective town shall be obligated to pay on such outstanding bonds in such calendar year less the amount of the state school construction grant to be received by the town in such year on account of the construction of the leased school. The total amount of the rentals for any year shall be apportioned to all the member towns as an operating cost. No rental shall be charged by any such town after its outstanding bond issue referred to above has been retired. No rental shall be charged by the Town of Worthington and by the Town of Chester. Each lease involving a member town shall be on such other terms as may be determined by the Selectmen thereof and the Committee, who shall execute the lease for the member town and the Regional School District, respectively. Nothing contained in any such lease shall prevent the Committee from permitting the use of the leased buildings or premises by the member towns for public or town affairs and activities.

As Amended.

SECTION III TYPE OF REGIONAL DISTRICT SCHOOL

- (A) The Regional School district shall include all grades from kindergarten through grade twelve.
As Amended.
- (B) The Committee is hereby authorized, in its discretion, to establish and maintain state-aided vocational education, acting as trustees therefor, in accordance with the provisions of Chapter 74 of the General Laws and Acts amendatory thereto or dependent thereon.
- (C) The Committee is hereby authorized, in its discretion, to accept post graduate students, resident in member towns, and to establish appropriate tuition amounts to be included in budget assessments provided such post graduate students were enrolled on October first of the year preceding the year for which the apportionment is determined.
As Amended 3/8/65

SECTION IV APPORTIONMENT AND PAYMENT OF COSTS INCURRED BY THE DISTRICT

(A) **Classification of Costs**

For the purpose of apportioning assessments levied by the District against the member towns, costs shall be divided into two categories: Capital Costs and Operating Costs

(B) **Capital Costs**

Capital costs shall include all expenses in the nature of capital outlay such as the cost of acquiring land, the cost of construction, reconstructing, and adding to buildings, and the cost of remodeling or making extraordinary repairs to a school building or buildings, including without limitation the cost of the original equipment and furnishings for such buildings or additions, plans, architects' and consultants' fees, grading and other costs incidental to placing school buildings and additions and related premises in operating condition. Capital costs shall also include payment of principal of and interest on bonds or other obligations issued by the District to finance capital costs.

(C) **Operating Costs**

Operating costs shall include all costs not included in capital costs as defined in Subsection IV (B), but including interest on temporary notes issued by the District in anticipation of revenue.

(D) **Apportionment of Capital and Operating Costs**

Capital and operating costs shall be apportioned annually for the ensuing fiscal year on the basis of each member town's public school population. For the purpose of this Subsection, public school population shall be defined as the number of children residing in a member town and receiving education at the town's expense. Each member town's share for each fiscal year shall be determined by computing the ratio which that town's public school population on March 1 of the fiscal year preceding the fiscal year for which the apportionment is determined bears to the total public school population from all the member towns on the same date. In computing a town's public school population, the pupils referred in Subsection (D) of Section X shall be excluded.

As Amended. 5/10/76

(E) **Times of Payment of Apportioned Costs**

This fiscal year and times or period of the District shall be the same as the fiscal period of the member towns as provided by law, and the word year or fiscal year as it relates in this Agreement to a fiscal or budget year shall mean the fiscal year of the District. Notwithstanding the provisions of Section IV (E) of this Agreement, the dates on or before which the respective percentages of the annual share of costs of the District apportioned to each member town shall be paid as follows:

On or before August 1	at least 20%
On or before November 1	at least 30%
On or before February 1	at least 20%
On or before April 1	at least 30%

Providing, however, that the fiscal period beginning January 1, 1973 and ending June 30, 1974, the dates on or before which the respective percentages of the costs of the District for said period apportioned to each member town shall be paid as follows:

On or before April 1, 1973	at least 18%
On or before June 1, 1973	at least 18%
On or before Sept. 1, 1973	at least 18%
On or before Nov. 1, 1973	at least 18%
On or before Feb. 1, 1974	at least 10%
On or before April 1, 1974	at least 18%

This section shall be effective only to the extent that Chapter 849 of the Acts of 1969 as amended shall be in effect.

As Amended 12/13/72

SECTION V BUDGET

(A)

Within sixty days after the committee is organized, it shall prepare a reasonably detailed operating and maintenance budget covering expenses, if any, for the balance of the then calendar year. Copies of such proposed budget shall be submitted to the Chairperson of the Finance or Advisory Committee in a member town, to the Chairperson of the board of Selectmen of such town, for its consideration. A budget shall be adopted not earlier than fourteen days but within thirty days after the proposed budget has been so submitted. The amount of said budget shall be apportioned to the member towns according to the provisions of Section IV hereof. The Treasurer shall certify to each member town its respective share of said budget. The sums thus certified shall be payable forthwith by each member town to the Committee but only from funds which may be or may have been appropriated by each member town for such purpose.

(B) **Maintenance and Operating Budget**

Thereafter, the Committee shall adopt an annual maintenance and operating budget for the next fiscal year not later than forty-five days prior to the earliest date on which the business session of the annual town meeting of any member town is to be held, but not later than March 31, including in such budget, as separate items, any installment of principal or interest to become due in such fiscal year on any bonds or other evidences of indebtedness of the District and any other capital costs to be apportioned to the member towns in such fiscal year. The said budget shall be in reasonable detail, including the amounts payable under the following classification of expenses and such other classifications as may be necessary:

1. General Control
2. Instruction
3. Operating of Plant
4. Maintenance of Plant
5. Auxiliary Agencies
6. Outlay
7. Debt Service
8. Cost of Transportation
9. Special Charges
10. Non-recurring Expenses

(Each to be itemized)

The Committee shall apportion to the member towns the amounts necessary to be raised in order to meet said annual budget in accordance with the provisions of Section IV. The District Treasurer shall, within 30 days from the date on which the annual budget is adopted by the Regional District School Committee, but not later than April 30, certify to the Treasurer of each member town the total amount so apportioned to that town and each town shall be liable for and shall appropriate the amount so certified to it.

As amended.

SECTION VI TRANSPORTATION

School transportation shall be provided by the Regional School District and the cost thereof shall be apportioned to the member towns as an operation cost.

SECTION VII AMENDMENTS

(A) Limitation

This Agreement may be amended from time to time in the manner hereinafter provided, but no amendment shall be made which shall substantially impair the rights of the holders of any bonds or notes or other evidences of indebtedness of the District then outstanding, or the rights of the District to procure the means for payment thereof, provided that nothing in this section shall prevent the admission of a new town or towns to the District and the reapportionment accordingly of capital costs of the District represented by bonds or notes of the District then outstanding and of interest thereon.

(B) Procedure

Any proposal for amendment, except a proposal for amendment providing for the withdrawal of a member town (which shall be acted upon as provided in Section IX), may be initiated by a majority vote of all the members of the Committee or by a petition signed by 10% of the registered voters of any one of the member towns.

In the latter case, said petition shall contain at the end thereof a certification by the Town Clerk of such member town as to the number of registered voters in said town according to the most recent voting list and the number of signatures on the petition which appear to be the names of registered voters of said town and said petition shall be presented to the Secretary of the Committee. In either case, the Secretary of the Committee shall mail or deliver a notice in writing to the Board of Selectmen of each of the member towns that a proposal to amend this Agreement has been made and shall enclose a copy of such proposal (without the signatures in the case of a proposal by petition). The Selectmen of each member town shall include in the warrant for the next annual or a special town meeting called for the purpose an article stating the proposal or the substance thereof. Such amendment shall take effect upon its acceptance by all off the member towns, acceptance by each town to be by a majority vote at a town meeting as aforesaid.

SECTION VIII ADMISSION

By an amendment of this Agreement adopted under and in accordance with Section VII above, any other town or towns may be admitted to the Regional School District upon adoption as therein provided of such amendment and upon acceptance by the town or towns seeking admission of the agreement as so amended and also upon compliance with such provisions of law as may be applicable, and such terms as may be set forth in such amendment.

SECTION IX WITHDRAWAL

(A) Limitations

The withdrawal of a member town from the District may be effected by an amendment to this agreement in the manner hereinafter provided by this section. Any member town seeking to withdraw shall, by vote at an annual or special town meeting, request the Committee to draw up an amendment to this agreement setting forth the terms by which such town may withdraw from the District, provided (1) that the town seeking to withdraw shall remain liable for any unpaid operating costs which have been certified by the District Treasurer to the Treasurer of the withdrawing town, including the full amount so certified for the year in which such withdrawal takes effect and (2) that the said town shall remain liable to the District for its share of the indebtedness, other than temporary debt in anticipation of revenue, of the District outstanding at the time of such withdrawal, and for interest thereon, to the same extent and in the same manner as though the town had not withdrawn from the District, except that such liability shall be reduced by any amount which such town has paid over at the time of withdrawal and which has been applied to the payment of such indebtedness.

(B) Procedure

The clerk of the town seeking to withdraw shall notify the Committee in writing that such town has voted to request the Committee to draw up an amendment to the agreement (enclosing a certified copy of such vote). Thereupon, the Committee shall draw up an amendment to the agreement setting forth such terms of withdrawal as it deems advisable, subject to the limitation contained in Subsection VII (A). The Secretary of the Committee shall mail or deliver a notice in writing to the Board of Selectmen of each member town that the Committee has drawn up an amendment to the agreement providing for the withdrawal of a member town (enclosing a copy of such amendment). The Selectmen of each member town shall include in the warrant for the next annual or a special town meeting called for the purpose of an article stating the amendment of the substance thereof. Such amendment shall take effect upon its acceptance by all of the member towns, acceptance by each town to be by a majority vote at a town meeting as aforesaid.

(C) Cessation of Terms of Office of Withdrawing Towns' Members

Upon the effective date of withdrawal the terms of office of all members serving on the Regional District School Committee from the withdrawing town shall terminate and the total membership of the Committee shall be decreased accordingly.

(D) Payments of Certain Capital Costs Made by a Withdrawing Town

Money received by the District from the withdrawing town for payment of funded indebtedness or interest thereon shall be used only for such purpose and until so used shall be deposited in trust in the name of the District with a Massachusetts bank or trust company having a combined capital and surplus of not less than \$5,000,000.

(E) **Apportionment of Capital Costs After Withdrawal**

The withdrawing town's annual share of any future installment of the principal and interest on obligations outstanding on the effective date of its withdrawal shall be fixed at the percentage prevailing for such town at the last annual apportionment made next prior to the effective date of the withdrawal. The remainder of any such installment after subtracting the share of any towns which have withdrawn shall be apportioned to the remaining participating towns in the manner provided in Subsection IV (D) and any amendments which may be made thereto.

As Amended.

SECTION X STUDENTS

(A) **Students Entitled to Attend the Regional District Schools**

The Regional School District shall accept all children residing in the District who are entitled to attend the public schools.

As Amended.

(B) **Permission to Certain Students to Attend High Schools Outside the District**

At the discretion of the local School Committee, any member town in which reside students who attend high school outside the District on a tuition basis at the time the Regional District School is opened may continue on a tuition basis such of those students who in ordinary course would be graduated within one year from the time the Regional District School is opened.

(C) **Admission of Pupils Residing Outside the District**

The Committee may accept for enrollment in the Regional District School pupils from other than the member towns on a tuition basis and on such terms as it may determine.

(D) **Vocational and Trade School Pupils**

Any pupil residing in a member town who is desirous of attending a trade or vocational school outside the District shall have all the privileges of attending such a school as are not or hereafter provided for by law and the cost of tuition for attending such a school and the cost of transportation, when necessary, shall be borne by the town in which the pupil resides, provided, however, that nothing containing herein shall prevent the Regional School District from including such costs in its operating budget and assessing the towns involved for such costs.

SECTION XI EMPLOYMENT OF TEACHERS AND EXTENSION OF TENURE

All teachers in positions to be superseded by the establishment and operation of the Regional School District shall be given preferred consideration for similar positions in the Regional District School to the extent that such positions exist therein. Any such teacher who on the date of this contract of employment with the District is then on tenure shall continue thereafter to serve on a tenure basis.

SECTION XII ASSUMPTION OF JURISDICTION BY THE REGIONAL DISTRICT SCHOOL COMMITTEE

The adoption of the sixth amendment of this agreement shall not affect the obligation of the member towns to provide education in kindergarten through grade six, inclusive, until such time as the Committee elects, it shall mail by registered or certified mail to the local School Committees and Boards of Selectmen of the member towns written notice of the date upon which the Committee shall assume jurisdiction over the pupils in kindergarten through grade six, inclusive, in the member towns. Such notice shall be mailed at least one month in advance of the date specified in the notice.

As Amended.

SECTION XIII ADMISSION OF THE TOWNS OF CHESTER AND WORTHINGTON

If the amendment dated April 28, 1959 is accepted by the Towns of Huntington and Montgomery, any of the Towns of Chester or Worthington which prior or subsequent thereto accept this agreement as amended by such amendment (there being no other amendment) shall be thereby admitted to the Regional School District. If the Town of Chester is not admitted to the Regional School District under such amendment, then the words "and Chester" in the caption preceding Section I and the words "and three members from the Town of Chester" in Subsection I (A) shall be deemed to be automatically stricken from this agreement. If the Town of Worthington is not admitted to the Regional School District under such amendment, then the words "and Worthington" in the caption preceding Section I and the words "and two members from the Town of Worthington" in Subsection I (A) shall be deemed to be automatically stricken from this agreement.

As Amended
6/1/59

SECTION XIV WITHDRAWAL OF THE TOWN OF CHESTER

The withdrawal of the Town of Chester shall be effective if the amendment of the agreement approved by the Regional District School Committee on June 6, 1960, is (1) accepted by the Town of Chester by a majority vote at a special town meeting to be called and held within thirty days after the Secretary of the Regional School Committee delivers to the Board of Selectmen of the Town of Chester a notice in writing that the Regional District School Committee has approved the said amendment, and (2) accepted by the Towns of Huntington, Montgomery, and Worthington at town meetings in accordance with Subsection (B) of Section IX of the agreement.

The Regional District School Committee may submit the amendment to any of the Towns of Huntington, Montgomery and Worthington within one year after an adverse vote in such town or towns, otherwise the amendment shall not take effect after an adverse vote in any town. No town may reverse, rescind or amend its acceptance of the amendment once given. Acceptance of this amendment does not preclude the reentrance of the Town of Chester to the Regional School District by another amendment.

As Amended.
10/6/60

SECTION XV ADMISSION OF THE TOWN OF MIDDLEFIELD

The Town of Middlefield shall be deemed to be a member town of the Gateway Regional School District if it is admitted to the District not later than December 1, 1962, in accordance with the terms of the agreement. If the said Town of Middlefield is so admitted to the District, it shall pay to the District the sum of \$9,074,20 over a period of five years as hereinafter provided. It is agreed that the said sum of \$9,074,20 represents the amount which the Town of Middlefield would pay through December 31, 1962, as its share of the capital costs had the said town been a member town from the date of the original establishment of the District. The said sum of \$9,074,20 shall be paid to the District as follows:

\$1,814.84 in 1963
\$1,814.84 in 1964
\$1,814.84 in 1965
\$1,814.84 in 1966
\$1,814.84 in 1967

Provided, however, that each annual sum of \$1,814.84 shall be paid in four equal installments on the first day of April, June, September and November. The money so received shall be expended by the District for capital purposes, including equipment, and such expenditures shall not be included in the amounts apportioned to the member towns under Subsection (D) of Section IV of this agreement.

In addition to the amounts specified in the preceding paragraph, the Town of Middlefield shall, commencing in 1963, pay its share of operating and capital costs in accordance with the terms of the agreement.

As Amended
11/23/62

SECTION XVI ADMISSION OF THE TOWN OF RUSSELL

The Town of Russell shall be deemed to be a member town of the Gateway Regional School District if it votes to become a member on or before May 10, 1965, in accordance with the terms of the Agreement and amendments and if all other member towns have voted to accept the Town of Russell as a member in accordance with the terms of the Agreement and amendments not later than June 1, 1965. If the said Town of Russell is admitted to the District it shall pay to the District the sum of \$25,500.00 over a period of five years as hereinafter provided. It is agreed that the said sum of

\$25,500.00 represents the amount which the Town of Russell would have paid through August 31, 1965, as its share of the capital costs including equipment and debt service had the said town been a member town from the date of the original establishment of the District. The said sum of \$25,500.00 shall be paid to the District, as follows:

\$5,100.00 in 1965
\$5,100.00 in 1966
\$5,100.00 in 1967
\$5,100.00 in 1968
\$5,100.00 in 1969

Provided, however, that the sum of \$5,100.00 payable in 1965 shall be paid on or before September 1, 1965 and that each annual sum of \$5, 100.00 thereafter shall be paid in four equal installments on or before the first day of April, June, September and November. The money so received shall be expended by the District for capital purposes including equipment and debt service and such expenditures shall not be included in the amounts apportioned to the member towns under Subsection (D) of Section IV of this Agreement.

If the Town of Russell becomes a member of the Gateway Regional School District not later than June 1, 1965 all eligible students of grades seven through twelve shall be enrolled as students for the opening of the Gateway Regional Junior Senior High School on September 8, 1965.

Any capital costs including equipment and debt service and all other operating costs including transportation which are included in the 1965 budget after the Town of Russell has become a member shall be apportioned to the Town of Russell on the basis of its total number of students enrolled in grades 7 through 12 in the Russell Elementary School, the Westfield Junior High School and the Westfield Senior High School on October 1, 1964 or as printed in the Annual Report of the Town of Russell for 1964. The Town of Russell shall make payment to the Gateway Regional School District in 1965 in the manner as prescribed in the Agreement as amended, one half of its share of the 1965 budget as determined by the Gateway Regional District School Committee on or before September 1, 1965 and one half on or before November 1, 1965. Commencing in 1966 the Town of Russell shall pay its share of all operating and capital costs in accordance with the terms of the Agreement as amended.

As Amended.
5/18/65

SECTION XVII ADMISSION OF THE TOWN OF CHESTER

(A) Election of Members from the Town of Chester

Within thirty days after the admission of the Town of Chester to the District, the Selectmen of said town shall cause a special election to be held for the purpose of electing three persons to serve on the Gateway Regional District School Committee. Ballots shall be prepared and furnished for such election containing such nominations as may be made for such office. The proceedings in such election and qualifications of the persons to be elected shall be the same as in an annual election. The three persons so elected shall serve until the annual town election in 1969. At the annual town election in 1969, the said town shall elect three members to serve on the Gateway Regional District School Committee, one for a term of one year, one for a term of two years, and one for a term of three years. Thereafter, in every year in which the term of office of a member expires, the said town shall, at its annual town election, elect one member to serve for a term of three years.

(B) Certain Payments to be Made by the Town of Chester

The Town of Chester shall pay to the District the sum of \$45,000.00 as hereinafter provided. It is agreed that the said sum of \$45,000.00 represents the amount which the Town of Chester would have paid through June 30, 1968, as its share of the capital costs including equipment and debt service had the said town been a member town from the date of the original establishment of the District. The said sum of \$45,000.00 shall be paid to the District as follows:

\$9,000.00 in 1968
\$9,000.00 in 1969
\$9,000.00 in 1970
\$9,000.00 in 1971
\$9,000.00 in 1972

Provided, however, that the sum of \$9,000.00 payable in 1968 shall be paid on or before September 1, 1968, and that each annual sum of \$9,000.00 due thereafter shall be paid in four equal installments on or before the first day of April, June, September and November. The money so received shall be expended for any capital costs of the District.

The Town of Chester shall also pay to the District the sum of \$2,750.00 on or before September 1, 1968, as its share of the costs of preliminary planning for new school space and facilities for the District, including a Middle School and any other spaces and facilities to include all the grades from kindergarten through grade 12.

(C) **Payment of Capital and Operating Costs**

The Town of Chester shall pay operating and capital costs to the District from July 1, 1968, to December 31, 1968. Such payment shall be in such sum as may be determined by the Regional District School Committee, the said sum to be determined so far as practical on the basis set forth in Subsection (D) of Section IV of this Agreement. One half of said sum shall be paid by the Town of Chester on or before September 1, 1968, and the other half shall be paid on or before November 1, 1968. For the year 1969 and for every subsequent year, the Town of Chester shall pay its share of the operating and capital costs in accordance with the terms of the Agreement, as amended.

As Amended.
5/27/68

SECTION XVIII ADMISSION OF THE TOWN OF BLANDFORD

(A) **Election of Members From the Town of Blandford**

Within thirty days after the admission of the Town of Blandford to the District, the Selectmen of said town shall cause a special election to be held for the purpose of electing two persons to serve on the Gateway Regional District School Committee. Ballots shall be prepared and furnished for such election containing such nominations as may be made for such office. The proceedings in such election and qualifications of the persons to be elected shall be the same as in an annual election. The two persons so elected shall serve on the Gateway Regional District Committee, one for a term of two years and one for a term of three years. Thereafter, in every year in which the term of office of a member expires, the said town shall, at its annual town election, elect one member to serve for a term of three years.

(B) **Certain Payments to be Made by the Town of Blandford**

The Town of Blandford shall pay to the District the sum of \$36,500.00 as hereinafter provided. It is agreed that the said sum of \$36,500.00 represents the amount which the town of Blandford would have paid through June 30, 1968, as its share of the capital costs including equipment and debt service had the said town been a member town from the date of the original establishment of the District. The said sum of \$36,500.00 shall be paid to the District as follows:

14 of 15

\$7,300.00 in 1968
\$7,300.00 in 1969
\$7,300.00 in 1970
\$7,300.00 in 1971
\$7,300.00 in 1972

Provided, however, that the sum of \$7,300.00 payable in 1968 shall be paid on or before September 1, 1968, and that each annual sum of \$7,300.00 due thereafter shall be paid in four equal installments on or before the first day of April, June, September and November. The money so received shall be expended for any capital costs of the District.

The Town of Blandford shall also pay to the District the sum of \$2,250.00 on or before September 1, 1968, as its share of the costs of preliminary planning for new school space and facilities for the District, including a Middle School and any other spaces and facilities to include all the grades from kindergarten through grade 12.

(C) **Payment of Capital and Operating Costs**

The Town of Blandford shall pay operating and capital costs to the District from July 1, 1968, to December 31, 1968. Such payment shall be in such sum as may be determined by the Regional District School Committee, the said sum to be determined so far as practical on the basis set forth in Subsection (D) of Section IV of this Agreement. One half of said sum shall be paid by the Town of Blandford on or before September 1, 1968, and the other half shall be paid on or before November 1, 1968. For the year 1968 and for every subsequent year, the Town of Blandford shall pay its share of the operating and capital costs in accordance with the terms of the Agreement, as amended.

As Amended
5/27/68

File AB: THE PEOPLE AND THEIR SCHOOL DISTRICT

The Gateway Regional School Committee has the dual responsibility for implementing statutory requirements pertaining to public education and local citizens' expectations for the education of the community's youth. It also has an obligation to determine and assess citizens' desires. When citizens elect delegates to represent them in the conduct of public education, their representatives have the authority to exercise their best judgment in determining policies, making decisions, and approving procedures for carrying out the responsibility.

The School Committee therefore affirms and declares its intent to:

1. Maintain two-way communications with citizens of the community. The public will be kept informed of the progress and problems of the school system, and citizens will be urged to bring their aspirations and feelings about their public schools to the attention of this body, which they have chosen to represent them in the management of public education.
2. Establish policies and make decisions on the basis of declared educational philosophy and goals. All decisions made by this committee will be made with priority given to the purposes set forth, most crucial of which is the optimal learning of the children enrolled in our schools.
3. Act as a truly representative body for members of the community in matters involving public education. The committee recognizes that ultimate responsibility for public education rests with the state, but individual School Committees have been assigned specific authority through state law. The committee will not relinquish any of this authority since it believes that decision-making control over the children's learning should be in the hands of local citizens as much as possible.

File AC: NONDISCRIMINATION

Public schools have the responsibility to overcome, insofar as possible, any barriers that prevent children from achieving their potential. The public school system will do its part. This commitment to the community is affirmed in the following statements of the School Committee's intent to:

1. Promote the rights and responsibilities of all individuals as set forth in the State and Federal Constitutions, pertinent legislation, and applicable judicial interpretations.
2. Encourage positive experiences in human values for children, youth and adults, all of whom have differing personal and family characteristics and who come from various socioeconomic, racial and ethnic groups.
3. Work toward a more integrated society and to enlist the support of individuals as well as groups and agencies, both private and governmental, in such an effort.
4. Use all appropriate communication and action techniques to air and reduce the grievances of individuals and groups.
5. Carefully consider, in all the decisions made within the school system, the potential benefits or adverse consequences that those decisions might have on the human relations aspects of all segments of society.
6. Initiate a process of reviewing policies and practices of the school system in order to achieve to the greatest extent possible the objectives of this statement.

The committee's 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 admission to a public school of any town or in obtaining the advantages, privileges, and courses of study of such public school on account of race, color, sex, religion, national origin, sexual orientation and discrimination. If you have a complaint or feel that you have been discriminated against because of your race, color, sex, religion, national origin, sexual orientation and disability, register your complaint with the Title IX compliance officer.

LEGAL REFS.: Title VI, Civil Rights Act of 1964
Title VII, Civil Rights Act of 1964, as amended by the Equal Employment
Opportunity Act of 1972
Executive Order 11246, as amended by E.O. 11375
Equal Pay Act, as amended by the Education Amendments of 1972
Title IX, Education Amendments of 1972
Rehabilitation Act of 1973

1 of 2

Education For All Handicapped Children Act of 1975
M.G.L. 71B:1 et seq. (Chapter 766 of the Acts of 1972)
M.G.L. 76:5; Amended 1993
M.G.L.76:16 (Chapter 622 of the Acts of 1971)
Board of Education Chapter 622 Regulations Pertaining to Access to Equal
Educational Opportunity, adopted 6/24/75, as amended 10/24/78
Board of Education 603 CMR 2600
Board of Education Chapter 766 Regulations, adopted 10/74, as amended through
3/28/78

CROSS REFS.: ACA- ACE Subcategories for Nondiscrimination
 GBA, Equal Opportunity Employment
 JB, Equal Educational Opportunities

File ACA: NONDISCRIMINATION ON THE BASIS OF SEX

The Gateway Regional School Committee, in accordance with Title IX of the Education Amendments of 1972, declares that the school system does not and will not discriminate on the basis of sex in the educational programs and activities of the public schools. This policy will extend not only to students with regard to educational opportunities, but also to employees with regard to employment opportunities.

The School Committee will continue to ensure fair and equitable educational and employment opportunities, without regard to sex, to all of its students and employees.

The committee will designate an individual to act as the school system's Title IX compliance officer. All students and employees will be notified of the name and office address and telephone number of the compliance officer.

LEGAL REFS.: Title IX of the Education Amendments of 1972
45 CFR, Part 86, (Federal Register, 6/4/75)
M.G.L. 76:5; 76:16 (Chapter 622 of the Acts of 1971)
Board of Education Chapter 622 Regulations Pertaining to Access to Equal
Educational Opportunity, adopted 6/24/75, amended 10/24/78
Board of Education 603 CMR 2600

CROSS REF.: AC, Nondiscrimination

File ACAB: SEXUAL HARASSMENT POLICY

It is the policy of the Gateway Regional School District to maintain a learning and working environment free from sexual harassment. No employee or student will be subjected to sexual harassment (as defined by Title VII of the 1964 Civil Rights Act and/or by Title IX of the 1972 Education Act).

It will be a violation of this policy for any student or staff member to harass another student or staff member through contact or communication as defined below.

DEFINITION

Sexual harassment is defined as any unwelcome advance, request, or conduct which has the purpose or effect of unreasonably interfering with an individual's right to live and learn in an environment void of intimidation, hostile, humiliating, or sexually offensive behavior.

This definition applies to explicit or implicit sexual harassment occurring within the school environment between student to student, staff to student, student to staff, or staff to staff.

IDENTIFICATION OF BEHAVIORS AND ACTIVITIES AS DEFINED

- Repeated remarks or written comments with sexual or demeaning implications
- Subtle or direct pressure for sexual activity
- Unwelcome touching or physical contact
- Suggestions or demands for sexual involvement accompanied by implied or explicit threats concerning one's performance evaluation or grade as a student
- Nonverbal sexual intimidation

COMPLAINT/INVESTIGATION PROCEDURE

This procedure applies to all Gateway faculty, employees and students.

Any student, employee or individual on school property who believes that he/she has been subjected to sexual harassment should make a complaint to the building Principal or designee(s) so that appropriate action may be taken.

All employees are charged with the responsibility of discouraging any sexually harassing behaviors within their areas of supervision or assignment. This includes discussing the incident with the individual(s) involved and/or reporting the activity to the appropriate person.

Complaints will be investigated promptly, and corrective action will be taken where appropriate. No person will suffer retaliation or intimidation as a result of using the internal complaint procedure.

Informal Process

All reasonable efforts shall be made by the Principal or designee(s) to reach a settlement between the parties. Should this process prove to be unsuccessful, a formal written complaint may be filed by the complainant.

Formal Process

The complaint will state clearly and concisely the complainant's description of the incident, and he/she will also indicate any remedy sought. The complaint must be signed by the complainant. The Principal's office will send the respondent a copy of the complaint within three working days after it is received. A separate file system shall be maintained as to all matters relating to the complaint. Confidentiality shall be respected to the extent possible.

The respondent will be given an opportunity within three working days to respond in writing. If a statement is given, it should contain full and specific references to each claim in the complaint admitting, denying or explaining the complainant's allegations. The respondent must sign his/her statement which will then be appended to the original complaint. Within three working days, the Principal or investigator's office will forward any and all statements to the complainant and the respondent.

There will be two modes of resolution for formal complaints. A complaint may be settled through (1) mediation or (2) a hearing.

Mediation: The Principal or designee(s) shall act as the mediator at this session. If the complainant and respondent agree to pursue mediation, a date mutually acceptable to both parties will be set within five working days. If the mediation results in a mutually acceptable agreement, copies of the agreement will be forwarded to both parties. If the mediation does not result in an agreement or if mediation is not requested, the case will be scheduled for hearing before the Superintendent.

Hearing: When a hearing is requested by either the complainant or respondent, the Principal or designee(s) will inform the School Committee; and the case will be heard as soon as reasonably possible.

The Superintendent, building Principal, or designee(s) will act as the presiding officer(s) of the hearing and may have counsel present for purposes of assisting in the orderly conduct of the hearing and the questioning of witnesses.

The purpose of the hearing will be to determine whether the school system's policy on sexual harassment has been violated.

Both parties will be given a full and fair hearing which will be held in closed session. The proceeding, although formal, is not a court proceeding and will not be bound by the procedures and rules of evidence of a court of law.

If a criminal complaint has been filed, this process will be held in abeyance until the conclusion of the criminal proceedings.

Decision of the Superintendent, Principal or Designee(s)

After all evidence, testimony, and written arguments have been presented, the Superintendent will determine whether the school system's policy on sexual harassment has been violated.

If the Superintendent, Principal or designee(s) finds that the charge of violating the school system's policy on sexual harassment has been substantiated, he/she will prepare findings and will determine a penalty for the respondent and relief for the complainant.

The penalty should reflect the severity of the harassment. For students the penalties may include, but will not be limited to, and one or combination of the following:

- Verbal admonition
- Written warning placed in the respondent's student file
- Suspension or expulsion (per Serious Offenses Policy)

For staff the penalties may include, but will not be limited to, and one or combination of the following:

- Verbal admonition
- Written warning placed in the respondent's personnel file
- Probation
- Suspension without pay
- Demotion
- Dismissal
- Removal from administrative duties within a department
- Professional counseling

Any penalty imposed upon an employee must be in accordance with State and Federal Law and/or any collective bargaining agreement.

The written decision will be forwarded to the complainant and the respondent no later than ten working days after completion of the hearing.

The School Committee

If the complainant has allegedly been sexually harassed by a School Committee member or the Superintendent of Schools, the School Committee will hear the case rather than the Superintendent. The school Committee member charged with the violation will not be a voting member of the School Committee or be part of the deliberations resulting in the determination from the School Committee.

In the event the hearing occurs before the School Committee, the requirements of the Education Reform Act of 1993 and the Open Meeting Law will be observed.

The State and Federal Agencies Primary Responsible for Processing Claims of Sexual Harassment are listed below. You may either call the Agency or write to them.

The Commonwealth of Massachusetts
Commission against Discrimination
436 Dwight Street, Suite 315
Springfield, MA 01103
(413) 739-2145

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

LEGAL REFS.: Title VII, Section 703, Civil Rights Act of 1964 as amended 45
Federal Regulation 74676 issued by EEO Commission
Education Amendments of 1972, 20 U.S.C. 1681 et seq. (Title IX)
Board of Education 603 CMR 26:00

File ACE: NONDISCRIMINATION ON THE BASIS OF DISABILITY

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 at least one employee 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 that:

1. Discrimination against a qualified disabled person solely on the basis of disability is unfair; and
2. To the extent possible, qualified disabled 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 disability.

SOURCE: MASC July 2016

LEGAL REFS.: Rehabilitation Act of 1973, Section 504, as amended

Education for All Disabled Children Act of 1975

M.G.L. [71B:1](#) et seq. (Chapter 766 of the Acts of 1972)

Title II, Americans with Disabilities Act of 1992, as amended

Board of Education Chapter 766 Regulations, adopted 10/74, as amended through 3/28/78

CROSS REFS.: [IGB](#), Support Services Programs

File ACE-R: NONDISCRIMINATION ON THE BASIS OF HANDICAP

I. NONDISCRIMINATORY EMPLOYMENT PRACTICES

It is the policy of the Gateway Regional School District not to discriminate in employment practices against qualified job applicants or employees on the basis of disability under Title I (Employment) of the ADA.

A. REASONABLE ACCOMMODATION POLICY

The Gateway Regional School District is committed to providing "reasonable accommodation" upon request to a qualified job applicant or employee with a disability so that the job applicant or employee to apply, to perform essential functions of the job or to be afforded equal opportunity in other benefits or privileges of employment. Requests for accommodations may be denied if it can be demonstrated that such a request would impose an "undue hardship" on the operation of the program.

Unless it demonstrably would impose an "undue hardship" on the operation of the program, the Gateway Regional School District is committed to:

- Making facilities used by employees readily accessible to and usable by handicapped persons.
- Making modifications or adjustments to the job application process that enables a qualified applicant with a disability to be considered.
- Making modifications or adjustments in the work environment, including acquisition or modification of equipment or devices that enables a qualified individual with a disability to perform the essential functions of the position.
- Making appropriate adjustments or modifications of training materials or policies.
- Making adjustments to the work schedule and job restructuring to enable a qualified individual with a disability to perform the essential functions of the position.

The Gateway Regional School District does not use employment tests or other selection criteria that tend to screen out persons with disabilities unless these criteria are demonstrably job related and unless effective alternatives are not available.

The Gateway Regional School District does not conduct a pre-employment medical examination or make pre-employment inquiries of an applicant as to whether the applicant is a handicapped person or as to the nature or severity of the handicap.

Authority to make "undue hardship" determinations is as follows:

- a.) Requests for modifications or adjustments to the job application process, work schedule or job restructuring should be directed to Director of Pupil Services of the Gateway Regional School District, 12 Littleville Road, Huntington, MA 01050. The Director of Pupil Services will consult with the Superintendent and then make a final decision.
- b.) Requests for modifications for building accessibility or adjustments in the physical work environment should be directed to the Principal of each school building. Undue hardship determinations may be appealed to the Office of the Superintendent of the Gateway Regional School District.

B. EMPLOYMENT TRAINING ASSURANCE

Opportunities for staff to attend informational training sessions on the right and obligations under Title I of the ADA and Section 504 of the Rehabilitation ACT of 1973 are periodically offered to all current school staff. Training and information given will cover at least the following issues: Reasonable accommodation process, essential versus marginal job functions, permissible and impermissible inquiries, and confidentiality. Inquiries and requests for information and policies should be made to the District ADA Coordinator, 12 Littleville Road, Huntington, MA 01050.

II. NONDISCRIMINATORY OPERATIONS

No qualified person with a disability shall be denied the benefits of or be excluded from participation in or otherwise be subjected to discrimination under any of the Gateway Regional School District programs or activities.

A. EQUAL OPPORTUNITY POLICY

In providing its services, programs, and activities, the Gateway Regional School District will not:

1. Deny a qualified individual with a disability the opportunity to participate in or benefit from services and programs offered to the general public by the Gateway Regional School District.
2. Afford a qualified individual with a disability the opportunity to participate in or benefit from any aid, benefit or service that is not equal to that afforded to other.
3. Otherwise, limit qualified individual with a disability that enjoyment of any right, privilege, advantage or opportunity enjoyed by other qualified individuals receiving the aid, benefit or service.

It is the policy of the Gateway Regional School District to ensure that people with disabilities are provided maximum opportunity to participate in and benefit from programs, services, and activities. Moreover, it is the goal of the Gateway Regional School District that such participation be in the same manner as that of non-disabled and in fully integrated settings.

The Gateway Regional School District is committed to providing free and appropriate public education to each qualified handicapped child who is in its district, regardless of the nature or severity of the child's handicap. A free and an appropriate education is the provision of regular or special education and related aids and services that, consistent with state and federal laws, are designed to meet an individual student's educational needs. Specific methods are in place under the Special Education Department of the Gateway Regional School District to identify a child in need of special education services and accommodations. Inquiries and questions regarding eligibility for special educational services may be obtained from the Director of Pupil Services by calling (413) 667-8711. Students who do not qualify for special education services may qualify for services in regular education under Section 504. Inquiries and questions regarding eligibility for services under Section 504 should be directed to the Section 504 Coordinator at the child's school or to the Section 504 District Coordinator at (413) 667-8711.

B. REASONABLE MODIFICATION POLICY

The Gateway Regional School District shall make reasonable program modifications to accommodate the needs of a person with a disability whenever an otherwise qualified person with a disability requests such modification, unless it can be determined that such an accommodation would

impose an undue burden or fundamental alteration to the school program or services. Requests for modifications and accommodations should be made to the District ADA Coordinator (667-8711).

The Gateway Regional School District will comply with all applicable federal and state laws and regulations relative to the use of assistive equipment, including trained assistance animals. In addition, no arbitrary restrictions or limitations will be placed on the type or number of assistive equipment or trained assistance animals that consumers may bring with them to the school program.

The Director of Pupil Services will make final decisions regarding reasonable modifications in a timely fashion (no longer than 10 working days). Written documentation to support a decision that a particular modification poses a fundamental alteration to the program will be shared with the individual requesting the modification. Individuals seeking to contest a rejected request for modification will be given the grievance procedure in the format appropriate to their needs and should be sent to the Superintendent of Gateway Regional School District at 12 Littleville Road, Huntington, MA 01050.

An example of a reasonable modification: Allowing service animals to a program site when animals are normally prohibited.

C. ELIGIBILITY REQUIREMENTS ASSURANCE

The use of eligibility requirements that screen out or tend to screen out people with disabilities is not allowed under this policy. Eligibility requirements are reviewed by the 504 District Coordinator and updated as necessary to comply with the requirements of the ADA. Neutral rules may impose legitimate safety requirements that are necessary for the safe operation of the program even if the effect of such rules is to screen out persons with disabilities. Safety requirements will be based on actual risks and not on mere speculation or stereotypes. Any time eligibility criteria are written for new programs or revised for current programs; the criteria will be reviewed for its impact on people with disabilities.

D. ASSURANCE REGARDING SURCHARGES

It is the policy of the Gateway Regional School District that surcharges are never charged to persons with disabilities, their family members or organizations representing them for the provision of reasonable accommodations, reasonable modifications to policies and procedures, auxiliary aids and services, or any other costs related to the participation of a person with a disability.

E. INTEGRATED SERVICES ASSURANCE

It is the policy of the Gateway Regional School District that all of our services, programs, and activities are provided in the most integrated setting possible. People with disabilities will not be required to participate in separate programs even if separate programs specifically designed to meet the need of persons with disabilities are offered.

Services will not be provided to any person with a disability in a manner or location different from that available to other service recipients unless the potential for removal of architectural barriers or the use of assistive devices and equipment have been found to be inadequate or inappropriate to the needs of the individual or constitute an undue burden or cause a fundamental alteration to the program. In all cases, the affected individuals (family members and other representative when appropriate) will be fully involved in the consideration and decision-making processes.

F. SIGNIFICANT ASSISTANCE ASSURANCE

The Gateway Regional School District does not provide significant support to community groups or programs (i.e. free space for meetings) that exclude or discriminate against people with disabilities.

G. ACCESSIBLE TRANSPORTATION POLICY

The Gateway Regional School District provides regular busing for all students grade K-12 to and from school.

Specially equipped wheelchair van is available to meet the needs of disabled students requiring such an accommodation under an Individualized Education Plan (IEP) or a 504 Plan. Smaller buses or vans are also available with assigned bus monitors for children with special educational needs whose developmental delays or behavioral issues that require closer monitoring during bus transportation.

The Gateway Regional School District does not discriminate on the basis of temporary disabilities. Temporarily disabled students are described as any student living in any town within the district and enrolled in a public or private school who have sustained a medically verified injury or disability which interfered with the student's ability to access routine school service and programs without special consideration.

Requests for special transportation for special education students whose IEP denotes transportation needs and special transportation consideration for a student with a temporary disability qualifying under Section 504 are directed to:

Director of Pupil Services
Gateway Regional School District
12 Littleville Road
Huntington, MA 01050
Voice (413) 685-1017
Fax (413) 667-8739

Busing routes and schedules for students in the Gateway Regional School District are coordinated by:

Gateway Regional School District Business Manager
Voice (413) 685-1027
Fax: (413) 667-8739

Adequate transportation to and from a program outside the District is provided at no greater cost than would be incurred by the person or his or her parent or guardian than if the program was in the program in the District.

H. COMMUNITY REFERRAL ASSURANCE

Whenever the Gateway Regional School District provides a referral to another program, it is our policy to inquire whether the primary referral agencies (those most commonly used) are accessible to persons with disabilities and are aware of the obligations of the ADA. Referrals are made to a variety

of outside agencies including health care facilities, mental health services, out-of-district school programs, social service agencies, etc. by various programs of the Gateway Regional School District. A list of accessible community referrals is available through the ADA Coordinator on request.

I. TRAINING ASSURANCE REGARDING NONDISCRIMINATORY OPERATIONS

The Gateway Regional School District provides staff development training sessions on a periodic and as needed basis to ensure that all programs operate in a manner that is not discriminatory towards people with disabilities. Each school building is assigned a Section 504 coordinator who is available as a resource for staff regarding policies and procedures related to the non-discriminatory operation of the school's programs. The Section 504 Coordinator is required to attend a yearly in-service program on the enforcement of the Section 504 of the Rehabilitation Act of 1973. Annually, all Gateway Regional School District Staff and new hires receive a copy of the Gateway Regional School District's Americans With Disabilities Act (ADA) policy and procedure manual. The ADA policy and procedure is located in the faculty/staff handbooks, in the Superintendent's office, and in the Principal's office in each school building.

IV. EFFECTIVE COMMUNICATION

The Gateway Regional School District is committed to ensuring that communication with individuals with speech, hearing, and visual disabilities be as effective as communication with others.

A. EFFECTIVE COMMUNICATION POLICY

It is the policy of the Gateway Regional School District that speech, hearing, and vision aids and services will be provided when necessary to ensure effective communication with persons whose disabilities affect communication. Persons with communication disabilities will be given the opportunity to request the aid or service they prefer. The requested service or aid will be given primary consideration by the Gateway Regional School District and will be provided unless doing so would impose an undue burden or unless a fully effective alternative is available. A student's need for auxiliary aids and services will be documented in either an appropriate IEP or 504 Plan. Parents or guardians requesting auxiliary communication aids and services in order to properly access a school-based function or meeting should notify the District's 504 Coordinator at least ten (10) days prior to the date the aid is needed. "Undue burden" determinations will be made by the Director of Pupil Services.

B. TTY /TDD ASSURANCE

The Gateway Regional School District consists of seven school buildings and each building will be equipped with a TTY phone. The Gateway Regional School District's main office has a machine and the number is (413) 667.8711. The TTY numbers will be listed in and on Gateway Regional School District's documents and mailings.

C. ALTERNATIVE FORMAT POLICY

It is the policy of the Gateway Regional School District to provide, when possible, documents, publications, and materials used by the program in the alternate format to persons who are unable to read print due to a disability. It is the responsibility of the Gateway Regional School District to provide alternative formats, upon request, at no charge. Large print materials can be made available on an as needed basis for visually impaired students. Consultation services, books on tape,

audiotapes, and Braille transcription are provided through the Massachusetts Association of the Blind (800) 682-9200. The preferred alternate format will be documented in the child's IEP or Section 504 Plan.

The procedure for individuals, other than students, who request an alternate format is:

1. The person making the request should identify the materials desired and specify his/her preferred alternate format to the Director of Pupil Services, 12 Littleville Road, Huntington, MA 01050.
2. Requests must be made in person, or phone, or in writing at least ten (10) days in advance of the event or activity for which the material is need. (Every attempt will be made to meet requests made less than 10 days before an event or activity).
3. If, after primary consideration has been given to the preferred format, the request cannot be met, an alternative effective format will be offered. If a request cannot be met, the person making the request will be informed as soon as possible, but at least 2 days in advance of the event or activity.
4. These requests will be met whenever possible if they do not constitute an undue burden or cause a fundamental alteration to the program as determined by the Director of Pupil Services.

D. INTERPRETER SERVICES POLICY

It is the policy of the Gateway Regional School District that a sign language interpreter be provided upon request to any person needing interpreter services in order to participate in any meeting, program, or activity of the program. Requests should be made three (3) weeks in advance of the scheduled event or meeting. (Every effort will be made to meet requests made with less than 3 weeks notice.) Requests should be made in person, over the phone or in writing to the Director of Pupil Services.

Within one (1) day of receipt of the request, the Director of Pupil Services or his/her designee will arrange for a qualified interpreter by either contacting the Massachusetts Commission for the Deaf and Hard of Hearing (MCPH) (usually requires 3 weeks notice) at (617) 695- 7500 or a local oral interpreter agency or individual such as Starvos CIL in Amherst (256-0473) or The Clarke School for the Deaf (584-3450) in order to schedule the interpreter service.

If an interpreter service cannot be obtained, the Gateway Regional School District will offer the option of an alternative effective form of communication or the opportunity to postpone the meeting until such time as an interpreter can be scheduled unless such accommodation would cause an undue burden or fundamental alteration to the program as determined by the Director of Pupil Services.

These requests will be fulfilled whenever possible if they do not constitute an undue burden or a fundamental alteration to the program as determined by the Director of Pupil Services.

E. ASSISTIVE LISTENING DEVICE ASSURANCE

It is the policy of the Gateway Regional School District to provide assistive listening devices, upon request, to persons needing such devices to participate in programs, services, and activities of the program. Assistive listening devices may be rented through ADCare Educational Institute (ADC) 5 Northampton Street, Worcester, MA (508) 572- 7313 or purchased for individual students who receive audiological services through the Skinner Speech and Hearing Clinic at Holyoke Hospital (413) 536-5221, the Hearing Center at Mercy Hospital (413) 748-6840, or through private companies

specializing in these services. If a child's insurance provider does not cover the cost of a PM receiver for school use, the Gateway Regional School District is responsible to provide the required FM system.

The procedure for requesting an assistive listening device by an individual other than a student is for the individual to identify his/her need for a device in person, by telephone or in writing to the Director of Pupil Services at least ten (10) days before the scheduled event or activity or meeting will take place.

The Director of Pupil Services or his designee will determine the best option for obtaining a rental device for use by the individual. ADCare Educational Institute requires four (4) days notice for timely delivery by express mail. The Gateway Regional School District is also aware the PM systems called "Pocket Talkers" are available for purchase at local electronic stores.

These requests will be fulfilled whenever possible if they do not constitute an undue burden or a fundamental alteration to the program as determined by the Director of Pupil Services.

F. TV CAPTIONING ASSURANCE

The Gateway Regional School District uses televisions periodically as an adjunct to classroom instruction or for staff training. New televisions (after 1994) are equipped with decoders that allow for captioning of programs. If a captioned television is needed for a particular classroom it is made available. Each school building's librarian is aware of what televisions are able to provide captioning.

G. VIDEO ASSURANCE

It is the policy of the Gateway Regional School District to provide captioned versions of videotapes when such captioning is available in order to ensure equally effective communication for people who are deaf and hard of hearing.

H. TRAINING ASSURANCE

It is the policy of the Gateway Regional School District to ensure that Section 504 School Coordinators and Special Education Staff are trained by their respective supervisors or their designee on the use of TTY phones and other equipment necessary to assure effective communication. Current staff and new employees will be provided training every school year as needed on policies and procedures used for handling requests for communication aids and services. The Gateway Regional School District are committed to ensuring that primary consideration is given to the type of service or format preferred by the person with the disability.

V. GRIEVANCE PROCEDURE

The Gateway Regional School District has established an internal procedure in order to provide prompt and equitable resolutions of complaints alleging any action prohibited by the United States Department of Justice regulations implementing Title II of the Americans with Disabilities Act (ADA). Title II (public Services) of the ADA regulations largely reinforces Section 504 of the Rehabilitation Act of 1973.

Title II states, in part, that "no otherwise qualified disabled individual shall, solely by reason of such disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in programs or activities" sponsored by a public entity.

Section 504 of the Rehabilitation Act of 1973 protects the rights of individuals with disabilities within the work and school setting. Section 504 is a federal civil rights statute.

A. DEFINITIONS

A "grievance" is a complaint made pursuant to, and arising out of, the Gateway Regional School District's obligations under Section 504 of the Rehabilitation Act and the Americans with Disabilities Act.

An "aggrieved party" is a person or persons making the complaint.

B. PURPOSE

The purpose of this grievance procedure is to secure prompt and equitable solutions to grievances, which may, from time to time, arise pursuant to Section 504 and/or the Americans with Disabilities Act.

C. GENERAL

No aggrieved party will be subject to coercion, intimidation, interference or discrimination for registering a complaint or for assisting in the investigation of any alleged complaint within the context of this grievance procedure.

All documents, communications, and records dealing with the filing of a grievance will be kept confidential to the full extent provided by law.

Forms for filing a grievance will be provided upon request by the Gateway Regional School District's ADA Coordinator, 12 Littleville Road, Huntington, MA 010350 (Tel: (413) 686-1017).

A. PROCEDURE

When The Aggrieved Party is a student or student's parent:

1. The aggrieved party should complete the Grievance Form and return it to the District ADA Coordinator. The complaint should be filed within thirty (30) days after the complainant becomes aware of the alleged violation. The Gateway Regional School District will provide assistance if needed to prepare and pursue the complaint. (Allegations of discrimination occurring before this grievance procedure was in place will be considered on a case-by-case basis.)
2. Within ten (10) days after receiving the grievance, the ADA Coordinator shall meet with the aggrieved party in an effort to resolve the grievance. This investigation into the complaint is contemplated to be thorough, but informal, in nature. All interested persons and their representatives, if any, shall be afforded an opportunity to be heard and to submit evidence relevant to the complaint. If the grievance is not resolved, it will be forwarded to the Superintendent.
3. Within thirty (30) school days of receipt of an unresolved grievance, the district ADA Coordinator will conduct a hearing to determine what, if any, action shall be taken in response to the grievance. The hearing shall be held at a time and place mutually convenient to all parties. The hearing procedure will follow appropriate due process procedures, including:

- a. the opportunity for the aggrieved party to present the grievance in any suitable manner;
 - b. the right of the aggrieved party to an impartial hearing officer;
 - c. the right of the aggrieved party to be represented by counsel or an advocate at the aggrieved party's expense;
 - d. the right of the aggrieved party to a prompt decision.
4. A written determination of the validity of the complaint and a description of the resolution, if any, shall be issued by the ADA Coordinator and forwarded to the complainant no later than thirty (30) working days after the hearing.
 5. The complainant can request a reconsideration of the case in instances where he or she is dissatisfied with the resolution. The request for reconsideration should be made within thirty (30) working days following receipt of the written determination of the Superintendent of the Gateway Regional School District.
 6. The right of a person to a prompt and equitable resolution for the complaint filed hereunder shall not be impaired by the person's pursuit of other remedy such as the filing of an ADA complaint with the responsible federal department or agency. Use of this grievance procedure is not a prerequisite to the pursuit of other remedies.
 7. These rules shall be construed to protect the substantive rights of the interested persons to meet appropriate due process standards and to assure the Gateway Regional School District complies with the ADA and implementing regulation.
 8. Copies of all resolutions and findings under this procedure shall be filed with the Superintendent's Office of the Gateway Regional School District.

When The Aggrieved Party Is An Employee:

1. The aggrieved party should complete a Grievance Form and return it to the Principal of the school building at which the alleged grievance occurred. The complaint should be filed within thirty (30) days after the complainant becomes aware of the alleged violation. (Allegations of discrimination occurring before this grievance procedure was in place will be considered on a case-by-case basis.)
2. Within ten (10) school days after receiving the grievance, the Principal or the ADA Coordinator (if the complaint is in regards to the Principal) shall meet with the aggrieved party in an effort to resolve the grievance. This investigation into the complaint is contemplated to be thorough, but informal, in nature. All interested persons and their representatives, if any, shall be afforded an opportunity to be heard and to submit evidence relevant to the complaint. If the grievance is not resolved, it will be forwarded to the Superintendent of Schools, 12 Littleville Road, Huntington, MA 01050 or his/her designee.
3. Within thirty (30) school days of receipt of an unresolved grievance, the Superintendent of Schools or her designee will conduct a hearing to determine what, if any, action shall be taken in response to the grievance. The hearing shall be held at a time and place mutually convenient to all parties. The hearing procedure will follow appropriate due process procedures, including:

- a. the opportunity for the aggrieved party to present the grievance in any suitable manner;
 - b. the right of the aggrieved party to an impartial hearing officer;
 - c. the right of the aggrieved party to be represented by counsel or an advocate at the aggrieved party's expense;
 - d. the right of the aggrieved party to a prompt decision.
4. A written determination of the validity of the complaint and description of the resolution, if any, shall be issued to the Superintendent of Schools and forwarded to the complainant no later than thirty (30) working days after its filing.
 5. The complainant can request a reconsideration of the case in instances where he or she is dissatisfied with the resolution. The request for reconsideration should be made within thirty (30) working days following receipt of the written determination to the Superintendent of the Gateway Regional School District.
 6. The right of a person to a prompt and equitable resolution for the complaint filed hereunder shall not be impaired by the person's pursuit of other remedies such as the filing of an ADA complaint with the responsible federal department or agency. Use of this grievance procedure is not a prerequisite to the pursuit of other remedies.
 7. These rules shall be construed to protect the substantive rights of the interested persons to meet appropriate due process standards and to assure that the Gateway Regional School District comply with the ADA and implementing regulation.
 8. Copies of all resolutions and findings made under this procedure shall be filed with the Superintendent's Office of the Gateway Regional School District.

VI. PROGRAM AND FACILITY ACCESSIBILITY AUDIT

The school nurse leader and custodial staff used the ADA Facilities Checklist to survey each school within the district to the best of their understanding of the ADA requirements.

The Gateway Regional School District consists of two elementary schools located in the towns of Huntington and Chester. The Middle-High School Complex is located in Huntington.

The Middle-High School is two levels. There is adequate marked handicap parking with van-accessible spots and a wheelchair ramp. An elevator is available inside the entrance door. The hallways and entryways to the nursing department are adequate and the bathroom is handicap accessible. There are no audible or visual warning signals. There do not appear to be any apparent major barriers that would hinder access to the nurse's office or other programs in the building.

The Littleville and Chester Elementary Schools have marked and adequate handicap parking, are one level and handicap accessible. Hallways and entrances to the health offices are within ADA guidelines. Both have bathrooms that are handicap accessible. There do not appear to be any major barriers that would hinder access to any programs offered in these buildings.

Signage and warning signals are inadequate throughout the district.

File ACE-E-1: NONDISCRIMINATION ON THE BASIS OF HANDICAP

**APPENDIX A
OFFICE FOR CIVIL RIGHTS REGIONAL LOCATION**

United States Government
Office of Civil Rights
John F. Kennedy Federal Building
Room 1875
Boston, MA 02203
Tel: (617) 565-1340
(800) 368-1019

File ACE-E-2: NONDISCRIMINATION ON THE BASIS OF HANDICAP

**APPENDIX B
GATEWAY REGIONAL SCHOOL DISTRICT
HUNTINGTON, MASSACHUSETTS**

Americans with Disabilities Act

Student/Parent Grievance Form

Student's Name _____ Date of Birth _____

School: _____ Grade: _____

Parent(s)/Guardian(s): _____

Phone (H) _____ (W) _____ Address: _____

Grievance filed by: _____ Date: _____
Name

Explain the grievance: (may attach paper to this form) _____

**Return this form to:
District ADA Coordinator, 12 Littleville Road, Huntington, MA 01050**

Signature of Person Completing Form

Date

File ACE-E-3: NONDISCRIMINATION ON THE BASIS OF HANDICAP

**APPENDIX C
GATEWAY REGIONAL SCHOOL DISTRICT
HUNTINGTON, MASSACHUSETTS**

Americans with Disabilities Act

Employee Grievance Form

Employee Name: _____ Title: _____

School Building: _____

Phone (H) _____ (W) _____

Address: _____

Grievance filed by: _____ Date: _____
Name

Explain the grievance: (may attach paper to this form) _____

**Return this form to:
District ADA Coordinator, 12 Littleville Road, Huntington, MA 01050.**

Signature of Person Completing Form

Date

File ACE-E-4: NONDISCRIMINATION ON THE BASIS OF HANDICAP

Agency: Gateway Regional School Committee
Program Name: Gateway Regional School District
Program Type: School Health Program of the Gateway Regional School District

Federal Employer ID # 047001721 0005

Program Address:

Gateway Regional School District
Superintendent's Office 12 Littleville Road
Huntington, MA 01050

Name and Title of Individual Completing Policy:
Jodi Cabral, RN, BSN, Nursing Leader
Reviewed by Fred Dupere General Counsel of Gateway Regional School District

Phone: (413) 685-1203
Fax: (413) 667-8739

File AD: EDUCATIONAL PHILOSOPHY

Education is a continuous process that should lead to a satisfying and productive life in which ongoing learning will have meaning and importance to the individual. Toward this end the education of students in the Gateway Regional School District should increase both students understanding of the world and increase self-understanding as well as inspire original creation and creative thought. Literacy includes then not only emphasis on basic skills but also the development and expansion of ideas and use of increasingly sophisticated thought.

Our democratic society has a vital stake in the informed intelligence of its citizenry and the goals of our system should promote those skills, knowledge, and attitudes which students will need after they graduate from school. Implicit in the education of our students should be a concern for the intellectual, social, physical and emotional needs of the individual student with high expectations for students based on their individual potential.

File AD-1: MISSION

The mission of the Gateway Regional School Committee is to ensure that a well-rounded educational experience is available for all children in the school district which will allow each of them to maximize their individual potential so that they may become successful, active, integral members of an ever-changing world. The Committee recognizes that in fulfilling its mission, it must work with all member towns to assure that the needs and concerns of each are addressed.

- To create a unified Gateway community in order to support the educational needs of the Gateway Regional School District.
- To improve the overall health and safety of the Gateway Regional School District.
- To encourage the unification of the entire Gateway staff in order to build the most effective learning community.
- To maximize student opportunity and achievement that successfully prepares students for their life beyond high school.

File ADA: SCHOOL DISTRICT GOALS AND OBJECTIVES

The goal of this school system is to accept responsibility for the development of each child into an adult who can stand confidently, participate fully, learn continually, and contribute meaningfully to society.

Five objects that contribute to the achievement of this goal, listed with out priority in arrangement, define desirable outcomes to be incorporated into plans for the school system.

1. To ensure that each student develops proficiency in basic academic skills
2. To ensure that each student develops the capacity to recognize and cope with the problems of an unknown future
3. To ensure the development of meaningful, interpersonal relationships among students, staff and community
4. To ensure maximum efficiency in the allocation of material resources
5. To ensure maximum efficiency in the allocation of human resources

REF.: Regional Agreement

File ADC: TOBACCO PRODUCTS ON SCHOOL PREMISES PROHIBITED

Use of any tobacco products, including, but not limited to: cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco and snuff and electronic cigarettes, electronic cigars, electronic pipes or other similar products that rely on vaporization or aerosolization, within the school buildings, school facilities, on school grounds or school buses, or at school sponsored events 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.

SOURCE: MASC July 2016

LEGAL REF: M.G.L. [71:37H](#); [270:6](#)

CROSS REFS.: [GBED](#), Tobacco use on School Property by Staff Members Prohibited

[JICH](#), Alcohol, Tobacco and Drug Use by Students Prohibited

File ADDA: BACKGROUND CHECKS

It shall be the policy of the school district that, as required by law, a state and national fingerprint criminal background check will be conducted to determine the suitability of full or part time current and prospective school employees, who may have direct and unmonitored contact with children. School employees shall include, but not be limited to any apprentice, intern, or student teacher or individuals in similar positions, who may have direct and unmonitored contact with children. The School Committee shall only obtain a fingerprint background check for current and prospective employees for whom the School Committee has direct hiring authority. In the case of an individual directly hired by a school committee, the chair of the School Committee shall review the results of the national criminal history check. The Superintendent shall also obtain a state and national fingerprint background check for any individual who regularly provides school related transportation to children. The School Committee, Superintendent or Principal, as appropriate, may obtain a state and national fingerprint criminal background check for any volunteer, subcontractor or laborer commissioned by the School Committee, school or employed by the city or town to perform work on school grounds, who may have direct and unmonitored contact with children. School volunteers and subcontractors/laborers who may have direct and unmonitored contact with children must continue to submit state CORI checks.

The fee charged by the provider to the employee and educator for national fingerprint background checks will be \$55.00 for school employees subject to licensure by DESE and \$35.00 for other employees, which fee may from time to time be adjusted by the appropriate agency. The employer shall continue to obtain periodically, but not less than every 3 years, from the department of criminal justice information services all available Criminal Offender Record Information (CORI) for any current and prospective employee or volunteer within the school district who may have direct and unmonitored contact with children.

Direct and unmonitored contact with children is defined in DESE regulations as contact with a student when no other employee who has received a suitability determination by the school or district is present. "Contact" refers to any contact with a student that provides the individual with opportunity for physical touch or personal communication.

This policy is applicable to any fingerprint-based state and national criminal history record check made for non-criminal justice purposes and requested under applicable federal authority and/or state statute authorizing such checks for licensing or employment purposes. Where such checks are allowable by law, the following practices and procedures will be followed.

Requesting CHRI (Criminal History Record Information) checks

Fingerprint-based CHRI checks will only be conducted as authorized by state and federal law, in accordance with all applicable state and federal rules and regulations. If an applicant or employee is required to submit to a fingerprint-based state and national criminal history record check, he/she shall be informed of this requirement and instructed on how to comply with the law. Such instruction will include information on the procedure for submitting fingerprints. In addition, the applicant or employee will be provided with all information needed to successfully register for a fingerprinting appointment.

Access to CHRI

All CHRI is subject to strict state and federal rules and regulations in addition to Massachusetts CORI laws and regulations. CHRI cannot be shared with any unauthorized entity for any purpose, including subsequent hiring determinations. All receiving entities are subject to audit by the Massachusetts

Department of Criminal Justice Information Services (DCJIS) and the FBI, and failure to comply with such rules and regulations could lead to sanctions. Federal law and regulations provide that the exchange of records and information is subject to cancellation if dissemination is made outside of the receiving entity or related entities. Furthermore, an entity can be charged criminally for the unauthorized disclosure of CHRI.

Storage of CHRI

CHRI shall only be stored for extended periods of time when needed for the integrity and/or utility of an individual's personnel file. Administrative, technical, and physical safeguards, which are in compliance with the most recent CJIS Security Policy have been implemented to ensure the security and confidentiality of CHRI. Each individual involved in the handling of CHRI is to familiarize himself/herself with these safeguards.

In addition to the above, each individual involved in the handling of CHRI will strictly adhere to the policy on the storage, retention and destruction of CHRI.

Retention and Destruction of CHRI

Federal law prohibits the repurposing or dissemination of CHRI beyond its initial requested purpose. Once an individual's CHRI is received, it will be securely retained in internal agency documents for the following purposes *only*:

Historical reference and/or comparison with future CHRI requests,

Dispute of the accuracy of the record

Evidence for any subsequent proceedings based on information contained in the CHRI.

CHRI will be kept for the above purposes in a secure location in the office of the superintendent. When no longer needed, CHRI and any summary of CHRI data must be destroyed by shredding paper copies and/or by deleting all electronic copies from the electronic storage location, including any backup copies or files. The shredding of paper copies of CHRI by an outside vendor must be supervised by an employee of the district.

CHRI Training

An informed review of a criminal record requires training. Accordingly, all personnel authorized to receive and/or review CHRI at the district will review and become familiar with the educational and relevant training materials regarding SAFIS and CHRI laws and regulations made available by the appropriate agencies, including the DCJIS.

Determining Suitability

In determining an individual's suitability, the following factors will be considered: these factors may include, but not necessarily be limited to: the nature and gravity of the crime and the underlying conduct, the time that has passed since the offense, conviction and/or completion of the sentence, nature of the position held or sought, age of the individual at the time of the offense, number of offenses, any relevant evidence of rehabilitation or lack thereof and any other factors deemed relevant by the district.

A record of the suitability determination will be retained. The following information will be included in the determination:

The name and date of birth of the employee or applicant;

The date on which the school employer received the national criminal history check results; and,

The suitability determination (either "suitable" or "unsuitable").

A copy of an individual's suitability determination documentation must be provided to another school employer, or to the individual, upon request of the individual for whom the school employer conducted a suitability determination.

Relying on Previous Suitability Determination.

The school employer may obtain and may rely on a favorable suitability determination from a prior employer, if the following criteria are met:

The suitability determination was made within the last seven years; and

The individual has not resided outside of Massachusetts for any period longer than three years since the suitability determination was made; and either

The individual has been employed continuously for one or more school employers or has gaps totaling no more than two years in his or her employment for school employers; or

If the individual works as a substitute employee, the individual is still deemed suitable for employment by the school employer who made a favorable suitability determination. Upon request of another school employer, the initial school employer shall provide documentation that the individual is still deemed suitable for employment by the initial school employer.

Adverse Decisions Based on CHRI

If inclined to make an adverse decision based on an individual's CHRI, the district will take the following steps prior to making a final adverse determination:

Provide the individual with a copy of his/her CHRI used in making the adverse decision;

Provide the individual with a copy of this CHRI Policy;

Provide the individual the opportunity to complete or challenge the accuracy of his/her CHRI;

and

Provide the individual with information on the process for updating, changing, or correcting CHRI.

A final adverse decision based on an individual's CHRI will not be made until the individual has been afforded a reasonable time depending on the particular circumstances not to exceed thirty days to correct or complete the CHRI.

If a school employer receives criminal record information from the state or national fingerprint-based background checks that includes no disposition or is otherwise incomplete, the school employer may request that an individual, after providing him a copy of said background check, provide additional information regarding the results of the criminal background checks to assist the school employer in determining the applicant's suitability for direct and unmonitored contact with children, notwithstanding the terms of General Laws chapter 151B, S. 4,(9,9 ½). Furthermore, in exigent circumstances, a school employer may, pursuant to the terms of DESE regulations (see specific regulations in legal references), hire an employee on a conditional basis without first receiving the results of a national criminal background check. After exhausting several preliminary steps as contained in the above referenced regulation the district may require an individual to provide information regarding the individual's history of criminal convictions; however, the individual cannot be asked to provide information about juvenile adjudications or sealed convictions. The superintendent is advised to confer with legal counsel whenever he/she solicits information from an individual concerning his/her history of criminal convictions.

Secondary Dissemination of CHRI

If an individual's CHRI is released to another authorized entity, a record of that dissemination must be made in the secondary dissemination log. The secondary dissemination log is subject to audit by the DCJIS and the FBI.

The following information will be recorded in the log:

Subject Name;

Subject Date of Birth;

Date and Time of the dissemination;

Name of the individual to whom the information was provided;

Name of the agency for which the requestor works;

Contact information for the requestor; and

The specific reason for the request.

Reporting to Commissioner of Elementary and Secondary Education

Pursuant to state law and regulation, if the district dismisses, declines to renew the employment of, obtains the resignation of, or declines to hire a licensed educator or an applicant for a Massachusetts educator license because of information discovered through a state or national criminal record check, the district shall report such decision or action to the Commissioner of Elementary and Secondary Education in writing within 30 days of the employer action or educator resignation. The report shall be in a form requested by the Department and shall include the reason for the action or resignation as well as a copy of the criminal record checks results. The superintendent shall notify the employee or applicant that it has made a report pursuant to the regulations to the Commissioner.

Pursuant to state law and regulation, if the district discovers information from a state or national criminal record check about a licensed educator or an applicant for a Massachusetts educator license that implicates grounds for license action pursuant to regulations, the Superintendent shall report to the Commissioner in writing within 30 days of the discovery, regardless of whether the district retains or hires the educator as an employee. The report must include a copy of the criminal record check results. The school employer shall notify the employee or applicant that it has made a report pursuant to regulations to the Commissioner and shall also send a copy of the criminal record check results to the employee or applicant.

C.O.R.I. REQUIREMENTS

It shall be the policy of the district to obtain all available Criminal Offender Record Information (CORI) from the department of criminal justice information services of prospective employee(s) or volunteer(s) of the school department including any individual who regularly provides school related transportation to children, who may have direct and unmonitored contact with children, prior to hiring the employee(s) or to accepting any person as a volunteer. State law requires that school districts obtain CORI data for employees of taxicab companies that have contracted with the schools to provide transportation to pupils.

The Superintendent, Principal, or their certified designees shall periodically, but not less than every three years, obtain all available Criminal Offender Record Information from the department of criminal justice informational services on all employees, individuals who regularly provide school related transportation to children, including taxicab company employees, and volunteers who may have direct and unmonitored contact with children, during their term of employment or volunteer service.

The Superintendent, Principal, or their certified designees may also have access to Criminal Offender Record Information for any subcontractor or laborer who performs work on school grounds, and who may have direct and unmonitored contact with children, and shall notify them of this requirement and comply with the appropriate provisions of this policy.

Pursuant to a Department of Education regulation, “‘Direct and unmonitored contact with children’ means contact with students when no other employee, for whom the employer has made a suitability determination of the school or district, is present. “‘Contact’” refers to any contact with a student that provides the individual with opportunity for physical touch or personal communication. The school employer may determine when there is potential for direct and unmonitored contact with children by assessing the circumstances and specific factors including but not limited to, whether the individual will be working in proximity with students, the amount of time the individual will spend on school grounds, and whether the individual will be working independently or with others. An individual shall not be

considered to have the potential for direct and unmonitored contact with children if he or she has only the potential for incidental unsupervised contact in commonly used areas of the school grounds.”

In accordance with state law, all current and prospective employees, volunteers, and persons regularly providing school related transportation to children of the school district shall sign an acknowledgement form authorizing receipt by the district of all available CORI data from the department of criminal justice information services. In the event that a current employee has a question concerning the signing of the acknowledgement form, he/she may meet with the Principal or Superintendent; however, failure to sign the CORI acknowledgement form may result in a referral to local counsel for appropriate action. Completed acknowledgement forms must be kept in secure files. The School Committee, Superintendent, Principals or their designees certified to obtain information under the policy, shall prohibit the dissemination of school information for any purpose other than to further the protection of school children.

CORI is not subject to the public records law and must be kept in a secure location, separate from personnel files and may be retained for not more than three years. CORI shall be shared with the individual to whom it pertains, pursuant to law, regulation and the following model policy, and in the event of an inaccurate report the individual should contact the department of criminal justice informational services.

Access to CORI material must be restricted to those individuals certified to receive such information. In the case of prospective employees or volunteers, CORI material should be obtained only where the Superintendent had determined that the applicant is qualified and may forthwith be recommended for employment or volunteer duties.

The hiring authority, subject to applicable law and the model policy, reserves the exclusive right concerning any employment decision.

The Superintendent shall ensure that on the application for employment and/or volunteer form there shall be a statement that as a condition of the employment or volunteer service the school district is required by law to obtain Criminal Offender Record Information for any employee, individual who regularly provides transportation, or volunteer who may have direct and unmonitored contact with children. Current employees, persons regularly providing school related transportation, and volunteers shall also be informed in writing by the Superintendent prior to the periodic obtaining of their Criminal Offender Record Information.

The Superintendent shall amend employment applications to include questions concerning criminal records which the Massachusetts Commission against Discrimination has determined may be legally asked of prospective employees. Any employment application which seeks information concerning prior arrests or convictions of the applicant shall include the following statement: “An applicant for employment with a sealed record on file with the commission of probation may answer ‘no record’ with respect to an inquiry herein relative to prior arrests or criminal court appearances. In addition, any

applicant for employment may answer ‘no record’ with respect to any inquiry relative to prior arrests, court appearances and adjudications in all cases of delinquency or as a child in need of service which did not result in a compliant transferred to the superior court for criminal prosecution.”

Records sealed pursuant to law shall not operate to disqualify a person in any examination, appointment or application for public service on behalf of the Commonwealth or any political subdivision thereof.

The Superintendent shall revise contracts with special education schools and other providers to require a signed statement that the provider has met all legal requirements of the state where it is located relative to criminal background checks for employees and others having direct and unmonitored contact with children.

LEGAL REFS.: M.G.L. [6:167-178](#); [15D:7-8](#); [71:38R](#), [151B](#), [276:100A](#)

P.L. 92-544; Title 28 U.S.C. § 534; Title 28 C.F.R. 20.33(b)

42 U.S.C. § 16962

603 CMR [51.00](#)

803 CMR 2.00

803 CMR 3.05 (Chapter 149 of the Acts of 2004)

[FBI Criminal Justice Information Services Security Policy](#)

[Procedure for correcting a criminal record](#)

[FAQ – Background Checks](#)

SOURCE: MASC October 2014

File ADDA-R: DCJIS MODEL CORI POLICY

This policy is applicable to the criminal history screening of prospective and current employees, subcontractors, volunteers and interns, and professional licensing applicants.

Where Criminal Offender Record Information (CORI) and other criminal history checks may be part of a general background check for employment, volunteer work, licensing purposes, the following practices and procedures will be followed.

CONDUCTING CORI SCREENING

CORI checks will only be conducted as authorized by the DCJIS, state law, and regulation, and only after a CORI Acknowledgement Form has been completed.

If a new CORI check is to be made on a subject within a year of his/her signing of the CORI Acknowledgement Form, the subject shall be given seventy two (72) hours notice that a new CORI check will be conducted.

ACCESS TO CORI

All CORI obtained from the DCJIS is confidential, and access to the information must be limited to those individuals who have a "need to know". This may include, but not be limited to, hiring managers, staff submitting the CORI requests, and staff charged with processing job applications. The district must maintain and keep a current list of each individual authorized to have access to, or view, CORI. This list must be updated every six (6) months and is subject to inspection upon request by the DCJIS at any time.

CORI TRAINING

An informed review of a criminal record requires training. Accordingly, All district personnel authorized to review or access CORI will review, and will be thoroughly familiar with, the educational and relevant training materials regarding CORI laws and regulations made available by the DCJIS.

USE OF CRIMINAL HISTORY IN BACKGROUND SCREENING

CORI used for employment purposes shall only be accessed for applicants who are otherwise qualified for the position for which they have applied.

Unless otherwise provided by law, a criminal record will not automatically disqualify an applicant. Rather, determinations of suitability based on background checks will be made consistent with this policy and any applicable law or regulations.

VERIFYING A SUBJECT'S IDENTITY

If a criminal record is received from the DCJIS, the information is to be closely compared with the information on the CORI Acknowledgement Form and any other identifying information provided by the applicant to ensure the record belongs to the applicant.

If the information in the CORI record provided does not exactly match the identification information provided by the applicant, a determination is to be made by an individual authorized to make such determinations based on a comparison of the CORI record and documents provided by the applicant.

INQUIRING ABOUT CRIMINAL HISTORY

In connection with any decision regarding employment, volunteer opportunities, or professional licensing, the subject shall be provided with a copy of the criminal history record, whether obtained from the DCJIS or from any other source, prior to questioning the subject about his or her criminal history. The source(s) of the criminal history record is also to be disclosed to the subject.

DETERMINING SUITABILITY

If a determination is made, based on the verification of identity information as provided in this policy, that the criminal record belongs to the subject, and the subject does not dispute the record's accuracy, then the determination of suitability for the position or license will be made. Unless otherwise provided by law, factors considered in determining suitability may include, but not be limited to, the following:

- (a) Relevance of the record to the position sought;
- (b) The nature of the work to be performed;
- (c) Time since the conviction;
- (d) Age of the candidate at the time of the offense;
- (e) Seriousness and specific circumstances of the offense;
- (f) The number of offenses;
- (g) Whether the applicant has pending charges;
- (h) Any relevant evidence of rehabilitation or lack thereof; and
- (i) Any other relevant information, including information submitted by the candidate or requested by the organization.

The applicant is to be notified of the decision and the basis for it in a timely manner.

ADVERSE DECISIONS BASED ON CORI

If an authorized official is inclined to make an adverse decision based on the results of a criminal history background check, the applicant will be notified immediately. The subject shall be provided with a copy of the organization's CORI policy and a copy of the criminal history. The source(s) of the criminal history will also be revealed. The subject will then be provided with an opportunity to dispute the accuracy of the CORI record. Subjects shall also be provided a copy of DCJIS' Information Concerning the Process for Correcting a Criminal Record.

SECONDARY DISSEMINATION LOGS

All CORI obtained from the DCJIS is confidential and can only be disseminated as authorized by law and regulation. A central secondary dissemination log shall be used to record any dissemination of Cori outside this organization, including dissemination at the request of the subject.

SOURCE: MASC May 2014

File AE: COMMITMENT TO ACCOMPLISHMENT

The Gateway Regional School Committee accepts ultimate responsibility for all facets of school operations. Because it is accountable to residents of the district, the School Committee will maintain a program of accountability consisting of the following elements:

- Clear statements of expectations and purpose as these relate to operations, programs, departments, and positions.
- Provisions for the staff, resources, and support necessary to achieve stated expectations and purposes, subject to financial support by residents of the district.
- Evaluation of operations and instructional and staff development programs to determine how well expectations and purposes are being met.
- Specific performance objectives to enable individuals to direct their own efforts to the goals and objectives of the district.
- Evaluation of the efforts of employees in line with stated objectives, with the first purpose of evaluation being to help each individual make a maximum contribution to the goals of the district.

Every effort will be made by the School Committee, Superintendent, and staff to fulfill the responsibilities inherent in the concept of accountability.