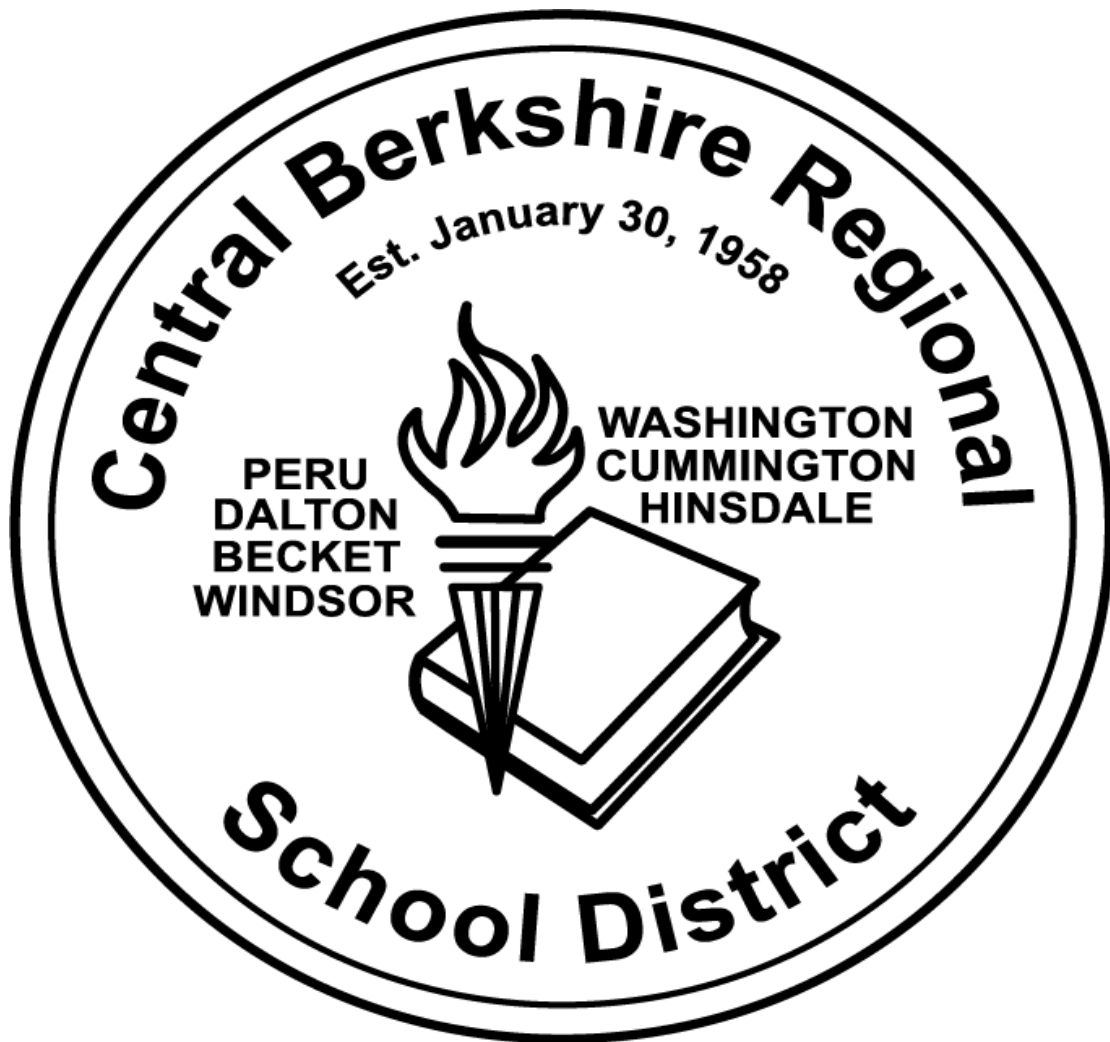


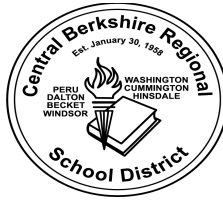
Central Berkshire Regional School District
Employee Handbook
2024-2025



Central Berkshire Regional School District, in accordance with its non-discrimination and zero tolerance policy, does not discriminate in its programs, activities, facilities, employment, or educational opportunities on the basis of race, color, age, disability, sex, religion, national origin, sexual orientation, homelessness, veteran status, or gender identity and does not tolerate any form of discrimination, intimidation, threat, coercion and/or harassment that insults the dignity of others by interfering with their freedom to learn and work. [M.G.L. c.76, s5]

Revised August 2024

EMPLOYEE HANDBOOK 2024-2025



Central Berkshire Regional School District comprises 3 elementary schools, 1 middle school and 1 high school. The District is made up of students from the 7 towns of Cummington, Windsor, Dalton, Hinsdale, Peru, Washington, and Becket.

Central Berkshire Regional School District Vision and Mission

[Strategic Plan Link](#)

Mission

Through the implementation of the Strategic Plan, the Central Berkshire Regional School District will provide a high-quality educational experience for all learners that leads to academic achievement and forms a foundation for success in 21st Century society.

Vision

Central Berkshire Regional School District will provide an inclusive education that supports the academic and social and emotional knowledge and skills to be successful community members in a pluralistic society.

Digital Copy

The Electronic version of the Employee Handbook can be found on the CBRSD website: cbrsd.org, under Staff Resources, Employee Handbook.

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I. Introduction

1. **Purpose of the Employee Handbook** – This Employee Handbook has been written to provide information and guidance to all employees of the Central Berkshire Regional School District (referred to as CBRSD in the remainder of the document). The Handbook does not represent an exhaustive list of each of the CBRSD employment practices. Additionally, this handbook is designed to supplement, but not supersede any of the CBRSD School Committee Policies, Collective Bargaining Agreements, State or Federal Law.
2. **Collective Bargaining Agreements**
 - a. The Collective Bargaining Agreements represented within the district are as follows:
 - i. Covered under the Central Berkshire Teachers Association Collective Bargaining Agreement (CBA) are: teachers; guidance counselors; school nurses, school adjustment counselors, speech and language pathologists
 - ii. Administrative Assistant Collective Bargaining Agreement
 - iii. Custodian and Collective Bargaining Agreement
 - iv. Cafeteria Workers Collective Bargaining Agreement
 - v. Paraprofessional Collective Bargaining Agreement to include COTA (Certified Occupational Therapist Assistants), SLPA (Speech Language Pathology Assistants), and Behavior Interventionists.
 - vi. All other contracts are individual service contracts not covered by the Collective Bargaining Agreements.
3. **School Committee** – The School Committee is the elected body that establishes goals and policies for the CBRSD, appoints the Superintendent and approves the budget. There are fifteen members of the School Committee representing the 7 towns of the district; Becket (2), Cummington (1), Dalton (7), Hinsdale (2), Peru (1), Washington (1), Windsor (1). The School Committee holds regular meetings approximately twice per month during the school year on the 2nd and 4th Thursday of the month. One meeting per month is held during the months of July, August, November and December. The meetings rotate between the 5 school buildings. Notices of the agenda, time, date and location of the meeting are posted as required per law on the school website.

II. Employment and Hiring Practices

1. **Hiring Practices and Employment Requirements**
 - a. **Equal Employment Opportunity** – CBRSD is an equal opportunity employer. It is the policy of the CBRSD to prohibit discrimination in hiring, promotion, discharge, compensation, benefits, job training or any other terms and conditions of employment on the basis of race, color, religion, gender, national origin or ancestry, veteran status and national guard or reserve unit obligations, handicap, disability, age, sexual orientation, gender identification, genetics or any other basis protected by applicable, federal, state or local laws. All employees, volunteers, and students shall not demonstrate any discrimination in any activity associated with CBRSD.
 - b. **Job Postings** – All job postings are posted on the school website (www.cbrsd.org) and internally in the main office of each school building. All job applications must be submitted through Talent Ed Recruit & Hire [HTTPS://central.berkshire.cloud.talentedk12.com/hire/Index.aspx](https://central.berkshire.cloud.talentedk12.com/hire/Index.aspx) unless otherwise specified.
 - c. **Criminal Offender Record Information (CORI) Policy** – The CBRSD employment verification process includes a Criminal Offender Record Information (CORI) check through the Department of Criminal Justice Information Services. In addition, the CBRSD is required to conduct CORI checks of current employees, volunteers, contractors and contracted transportation providers at least once every three years per School Committee policy. All offers of employment are contingent upon satisfactory results of these CORI checks. If the CBRSD Administration is inclined to make an adverse employment decision based on the results of the CORI check, the applicant/employee will be notified. The applicant

or employee shall be provided with a copy of the criminal record and the organization's CORI policy, advised of the part(s) of the record that make the individual unsuitable for the position, and given an opportunity to dispute the accuracy and relevance of the CORI record. Employees who are involved in criminal proceedings that may affect employment should immediately notify their immediate supervisor or the Assistant Superintendent of Schools.

- d. **Fingerprint-Based Criminal History Record Information Checks** – The CBRSD employment verification process includes a state and national criminal background check by fingerprint. The fee associated with the cost of fingerprinting is the responsibility of the employee.
All offers of employment are contingent upon satisfactory results of these CHRI checks. If the CBRSD is inclined to make an adverse employment decision based on the results of the CHRI check, the applicant/employee will be notified. The applicant or employee shall be provided with a copy of the criminal record and the organization's CHRI policy, advised of the part(s) of the record that make the individual unsuitable for the position, and given an opportunity to dispute the accuracy and relevance of the CHRI record. Employees who are involved in criminal proceedings that may affect employment should immediately notify their immediate supervisor or the Assistant Superintendent of Schools. To continue as an employee of Central Berkshire Regional School District all current employees, in accordance with **MGL Chapter 459 of the Acts of 2012 “An Act Relative to Background Checks”**, are required to submit to a fingerprint background check prior to September 1, 2016.
- e. **Sex Offender Registry Information (S.O.R.I.) Requirements** – The Superintendent or his/her designee shall notify the member town police departments annually that the District wishes to be notified regarding registered sex offenders. If an applicant for employment is selected to be hired, administration is directed to seek Sex Offender Registry Information (SORI) regarding said applicant from the local police department or by mailing the appropriate form to the Sex Offender Registry Board (SORB), as well as, from the National Sex Offender Registry. The hiring shall be contingent upon an acceptable SORI report. The Superintendent will develop appropriate procedures to evaluate any information received, and determine the appropriate course of action, if necessary.
- f. **Nepotism** – As per Central Berkshire Regional School District School Committee Policy 3425, no person shall be hired or promoted based on their family relationship to another district employee. No employee shall be in a position that supervises his/her relative, directly or indirectly. Candidates for employment shall be required as part of the hiring process, to disclose if he/she has any relatives employed by the district.

2. Employment Practices

- a. **Personnel Files** – A personnel file for each present and former employee is maintained in the Central Office. The Superintendent is the official custodian for personnel files and has overall responsibility for maintaining and preserving the confidentiality of the files within the provisions of the law. Each employee has the right, upon written request, to review the contents of his/her own personnel file. Original records cannot be removed from personnel files; however, employees who wish to obtain copies of documents contained in their personnel file must first submit to the Coordinator of Human Resources. A copy will be provided within 10 days.
 - i. If an employee disagrees with any information contained in his/her personnel record, CBRSD and the employee may mutually agree to remove or correct it. If CBRSD and the employee do not reach an agreement, the employee may submit a written statement explaining his/her disagreement. This written statement will be retained as part of the employee's record.
- b. **Change of Name or Address** – Employees have an obligation to report any change of name, address, telephone number or emergency contact to the Coordinator of Human Resources. Address changes can be made by submitting a revised W-4 form to the Coordinator of Human Resources who are members of Massachusetts Teachers Retirement must notify the Coordinator of Human Resources of a legal name change and must also submit the appropriate name change application to MTRS so that their records may be updated. (These forms can be found on the district website under Human Resources.)

Questions on Personnel Folders, Change of Name or Address contact Human Resources Coordinator Jen Belcher at jbelcher@cbrsd.org or 413-684-0320.

III. Compensation and Employee Benefits

1. Compensation

- a. **Payroll Cycle** – The payroll cycle is bi-weekly. Specific information on check dates is posted on the official school calendar annually on the district website.
- b. **Direct Deposit** – New employees are required to use Direct Deposit for their payroll checks. All employees hired after July 1, 2012 must be enrolled in direct Deposit. The initiation of Direct Deposit may take two payroll cycles after receipt of an employee's authorization form. To change routing or account information an employee must submit a new direct deposit authorization form.
- c. **Payroll Deductions** – All payroll deductions are itemized on employees' paycheck stub or advice of deposit forms. Mandatory payroll deductions are made, depending upon the number of exemptions claimed, for federal and state income taxes, and for retirement contributions. Employees may also authorize payroll deductions for health and life insurance and other voluntary elected deductions.
- d. **Garnishments and liens** – Subject to provisions of applicable federal and state law, CBRSD may be obliged to retain, and pay to a third party, a portion of the employee's earnings for employees with court mandated garnishments such as child support.
- e. **Dues** – Employees who are employed in a union position may also have union dues deducted from their pay. More information regarding union dues can be obtained through union representatives.

1. Retirement Plans

- a. **Contributions** – Employees who qualify for membership in either Berkshire County Retirement or the Massachusetts Teachers' Retirement System (MTRS) are required to contribute a percentage of salary to the appropriate plan which will be deducted each pay period.
- b. **Retirement Plans** – Employees who work at least 50% of full-time on a regular, permanent basis typically contribute to one of the two State retirement plans: the Berkshire County Retirement (BCR) or the Massachusetts Teachers' Retirement System (MTRS). When an employee retires, or if an employee becomes disabled, he/she may receive a pension based on his/her earnings from this job. This pension shall reduce or may eliminate an employee's entitlement to Social Security benefits when he/she retires.

Contributions shall be made as follows:

| Retirement System | Date of Hire | % of Contribution |
|-----------------------------|---------------------------------------|---|
| MTRS | 7/1/01 to present and Retirement Plus | 11% of regular pay |
| MTRS | 7/1/96 to 6/30/01 | 9% of regular pay + 2% of salary in excess of \$30,000 |
| BERKSHIRE COUNTY RETIREMENT | 7/1/96 to present | 9% of regular pay + 2% of salary in excess of \$30,000 |
| MTRS & BCR | 1/1/84 to 6/30/96 | *% of regular pay + 2% in excess of \$30,000 |
| MTRS & BCR | 1/1/75 to 12/31/83 | 7% of regular pay + 2% in excess of \$30,000 (after 1/2/79) |
| MTRS & BCR | Before 1/1/1975 | 5% regular pay |

- c. **Eligibility for Massachusetts Teachers' Retirement (MTRS)** – If a teacher works part-time or at least 50% of full-time and has never been a member of the Massachusetts Teachers' Retirement before, the teacher will need to enroll in the Berkshire County Retirement for the first six month and then transfer to Massachusetts Teachers' Retirement following six months of work.

- d. **Omnibus Budget Reconciliation Act (OBRA)** – Employees not eligible to participate in the Berkshire County Retirement System shall contribute on a pretax basis, 7.5% of their pay to the Massachusetts deferred compensation plan administered by the Nationwide Retirement Services. The OBRA contribution is in lieu of the social security tax of the Federal Insurance Contribution Act (FICA). This payroll deduction is pursuant to the rules set forth by the Omnibus Budget Reconciliation Act of 1990 (OBRA), pursuant to Internal Revenue Code, Section 3121(b) (7), and in accordance with M.G. L, Chapter 494.
 - e. **Tax-Sheltered Annuity 403(b)** – Employees may also choose to defer income on a pre-tax basis through a 403(b) to provide additional retirement income. Information for 403(b) providers is available on the district website. <https://www.cbrsd.org/staff-resources/human-resources/retiree-information>
2. **Health Insurance** – Employees working at least 20 hours per week may be eligible to participate in the CBRSD group health insurance program. Health insurance is deducted from employee's checks on a pre-tax basis. An employee must enroll within 30 days from the date of employment. If an employee does not enroll within the 30-day period, he/she will not be eligible to enroll until the following Open Enrollment Period in May, to be effective July 1. An employee must furnish a copy of his/her marriage certificate and children's birth certificates, if applicable, to accompany the health insurance enrollment. Information about the different plans available to school employees will be available through Payroll and Benefits and on the district website. <https://www.cbrsd.org/staff-resources/human-resources/health-insurance>
- a. **Employees Eligible for Medicare** – Employees who become eligible for Medicare and continue to work must contact Payroll and Benefits to change coverage upon determination of eligibility. Employees also need to contact the Social Security Administration to determine if they are eligible for Medicare Parts A and B; if eligible, employees must determine whether or not to defer Part B until retirement. Medicare Parts A and B become the primary insurance only upon retirement. Retired employees who become eligible for Medicare Parts A and B may participate in the District's supplemental plan.
 - b. **Continuation of Health Insurance** – Under the Consolidated Omnibus Budget Reconciliation Act (COBRA), employees, as well as spouses and dependents, may be entitled to continue health coverage through the CBRSD, with the employee bearing a portion of the cost, for a period up to 18 months (36 under certain circumstances). Health coverage may continue under COBRA as a result of the following: termination of employment, change in hours which results in ineligibility for health insurance, divorce or legal separation, and/or when a dependent child becomes ineligible. Employees who resign are not eligible for COBRA.
 - c. **Dental insurance** – The CBRSD has made available dental insurance for all employees who are at least 50% full time equivalent. The CBRSD contributes 50% to the plan. The Dental Plan is open enrollment; contact Payroll and Benefits for more information.
 - d. **Group life insurance** – Upon here, employees who are at least 50% full time equivalent may enroll in a term group life insurance plan for basic life insurance in the amount that is set by collective bargaining agreements or individual contracts.
 - e. **Unemployment insurance benefits** – An employee may be eligible for unemployment insurance benefits if he/she is laid off from his/her position. You may contact Payroll and Benefits or the Massachusetts Unemployment Office toll free at 888-626-5553 for more information.
 - f. **Workers Compensation Insurance** – Should an employee suffer an injury on the job, he/she must complete an accident form and return to Payroll and Benefits within 24 hours in order to properly assess his/her eligibility to receive compensation through our Workers' Compensation insurance carrier.

Questions on Compensation and Employee Benefits contact Human Resources Coordinator Jen Belcher at jbelcher@cbrsd.org or 413-684-0320.

3. Reimbursement

- a. **Mileage for use of personal vehicles** – Mileage incurred on behalf of the CBRSD (not commuting mileage) is reimbursed on a monthly basis. All reimbursements for mileage will be paid in accordance with the most current IRS rate. Employees must complete a mileage re-imbusement form indicating dates of travel, mileage and reason for reimbursement. Staff requesting reimbursement for mileage not including travel between buildings as part of their employment expectations must provide supporting documentation to include (MapQuest or Triple A print out documenting total round-trip mileage, original parking receipts, EZ pass or Toll Receipt, proof of attendance noting Title, location and dates of events i.e., agenda, proof of payment for workshop or conference).
 - i. Travel within the district is only reimbursed for travel as part of a routine employment scheduled.
 - 1. Carpooling is encouraged when traveling in groups of more than 1.
- b. **Reimbursement for workshops and conferences**
 - i. Food-All original itemized restaurant receipts with no charges for alcohol and or tobacco and with tips of no more than 20% of total bill must be submitted for reimbursement within a month of expense.
 - ii. Hotel-Original hotel receipt in attendee name, showing zero balance due.
 - iii. Registration fees-Proof of payment of workshop registration fee (canceled check, credit card statement or receipt). Proof of attendance noting Title, Location and Dates of Event must be included. Must be submitted as soon as possible after the monthly event.
- c. **P-Card Purchases**
 - i. Completing the P-Card request form is the proper procedure for using the card and any purchases without prior approval will be denied reimbursement. P-Card requests will be approved only when there is no other means of purchasing available.

Mileage Chart

CBRSD

MILEAGE CHART

SCHOOL TO SCHOOL

| | CENTRAL OFFICE | BECKET WASHINGTON | CRANEVILLE | KITTREDGE | NRMS | WRHS |
|--------------------------|-----------------------|--------------------------|-------------------|------------------|-------------|-------------|
| CENTRAL OFFICE | X | 11.40 | 2.30 | 2.50 | 0.10 | 0.89 |
| BECKET/WASHINGTON | 11.40 | X | 13.60 | 9.00 | 11.40 | 12.20 |
| CRANEVILLE | 2.30 | 13.60 | X | 4.70 | 2.30 | 2.10 |
| KITTREDGE | 2.50 | 9.00 | 4.70 | X | 2.50 | 3.30 |
| NESSACUS | 0.10 | 11.40 | 2.30 | 2.50 | X | 0.90 |
| WAHCONAH | 0.89 | 12.20 | 2.10 | 3.30 | 0.90 | X |

IV. Professional Development and Staff Licensure

1. Professional Development

- a. **Pre-Approval Forms** – All course reimbursement provided by the district must have prior approval in compliance with the contractual agreements covering the employee applying for reimbursement. The required forms with required timelines and components consistent with the contracts are located in the appendix of this handbook. Email forms to Executive Assistant to the Superintendent Beth O'Connor at boconnor@cbrsd.org to be approved by the Assistant Superintendent.
- b. **Educator licensure** – All educators in positions for which DESE licensure is required are required to hold a license issued by the Massachusetts Department of Elementary and Secondary Education (DESE) in order to be eligible to teach in Massachusetts Public Schools. The Educator Licensing and Recruitment (ELAR) system allows current and prospective Massachusetts educators to complete most licensure related transactions on the internet at <https://gateway.edu.state.ma.us/elar>. Within ELAR, individuals may apply for new licenses, renew Professional licenses, check licensure status, and edit personal information, and more.

i. Types of licenses:

1. Provisional: valid for 5 years of employment; for people who have not completed an Approved Educator Preparation Program. Requires a Bachelor's Degree; passing score(s) on Massachusetts Tests for Educator Licensure (MTEL); and additional coursework for some licenses.
2. Temporary: valid for 1 calendar year; for experienced teachers from another state. Requires 3 years teaching under a valid out-of-state license; and possession of a valid educator license/certificate from another state/jurisdiction that is comparable to at least an Initial license in Massachusetts.
3. Initial: valid for 5 years of employment (may be extended one time for 5 additional years of employment). Requires a Bachelor's Degree; passing score(s) on MTEL; and completion of an Educator Preparation Program.
4. Professional: valid for 5 calendar years. Requires 3 years of employment under an Initial license; completion of a Teacher Induction Program; and 50 hours of mentoring beyond the induction program.

An educator who allows his/her license to lapse may be dismissed at the end of the school year.

Questions concerning licensure contact Assistant Superintendent Dr. Michaela Henault at mhenault@cbrsd.org.

V. Procedures for Requesting Leave

1. Absences

- a. **Daily absences** – Daily absences of staff reporting to a building principal are reported at the building level to the designated administrator via the AESOP website. AESOP can be accessed through the employee's district email

The daily attendance report is sent each school day to the Payroll and Benefits office.

All other staff absences are reported via Aesop. Any absences reported after 6:30 am must be completed by contacting the building principal or supervisor. All records of attendance are maintained by Payroll and Benefits. Any questions related to leave time should be directed to Payroll and Benefits.

- i. All **planned** absences must be approved in advance through the Aesop system in compliance with the individual's contractual requirements.
- ii. Any **unplanned** absence due to illness must be reported through the Aesop system as possible and prior to the report time for the building. Following return from an unplanned absence the staff member must complete the Staff Member's Report of Absence From Regular Duties

- iii. **Long Term Absence** – Absences may require a medical note based on an individual's contract and circumstances.
 - iv. For any planned medical absence of more than 5 days please contact Payroll and Benefits in advance of the leave.
2. **Aesop Procedures** Central Berkshire Regional School District has implemented an automated service that will greatly simplify and streamline the process of recording Absences and finding Substitutes. The service will be available 24 hours a day, seven days a week. You may interact with the system either on the Internet, through your district email, by downloading the Frontline Education app to your phone or by way of a Toll-Free automated Phone line. If you have any questions, concerns, or comments; please feel free to contact the central office at (413) 684-0320.
 3. **Jury Duty** – If an employee is called for jury duty, CBRSD will grant him/her a leave of absence in accordance with applicable law. Upon completion of jury duty, a verification of attendance form from the court must be provided to the Payroll and Benefits Office. If the employee is excused from jury duty for the day, or is excused early, he or she should report to work when practical.
 4. **Military leaves** – The CBRSD provides military leaves of absence to all regular and part-time employees in compliance with the Uniformed Services Employment and Reemployment Rights Act ("USERRA") and all other applicable federal and state laws.
 5. **Maternity leave & absence for child rearing**
 - a. **The Massachusetts Parental Leave Act (PLA)** allows for 8 calendar weeks (per child) of leave from the date of delivery. If an employee has sufficient accumulated sick time, they will receive pay through the end of their entitled PLA.
 - i. If giving birth to twins, PLA would allow for 16 weeks; for triplets, 24 weeks, and so on.
 - b. **Family Medical Leave Act (FMLA)** – The employee is entitled to take up to 12 weeks of leave under the federal Family Medical Leave Act (FMLA). FMLA runs concurrently alongside PLA. The first day on FMLA is the first day an employee is absent due to maternity. FMLA only encompasses work weeks. For instance:
 - i. Christmas, April, February and summer vacations (which are not work weeks for teachers) would not count as weeks of FMLA.
 - ii. Thanksgiving, for example, counts as a work week as you would be otherwise expected to report for work during that week.
 - iii. If the employee is out on physician directed bed rest prior to delivery, this would be counted as FMLA, but would not count as MMLA time.
 - iv. Should there be a medical reason for the employee to remain out of work for the full 12 weeks of FMLA, the attending doctor will need to indicate this on the official FMLA paperwork. Typically, the employee would submit this paperwork to the Payroll and Benefits Office after the 6-week post-delivery checkup. With a medical reason precluding the employee from returning to work until the end of FMLA, the employee is entitled to utilize personal illness time to receive pay.
 - v. If the employee elects to use the full twelve weeks to care for the newborn, but there is no associated medical reason, the remainder of the employee's FMLA leave (after PLA) will be unpaid.
 - vi. If the employee's return to work date indicated by the attending doctor, for a medical reason, falls beyond the time afforded by FMLA the employee will need to petition the Superintendent for any additional leave time based on the terms of their individual contract.

6. **Family Medical Leave Act (FMLA)** – The Family and Medical Leave Act (FMLA) provides an entitlement of up to 12 weeks of job-protected, unpaid leave during any 12-month period to eligible, covered employees for the following reasons: 1) birth and care of the eligible employee's child, or placement for adoption or foster care of a child with the employee; 2) care of an immediate family member (spouse, child, parent) who has a serious health condition; or 3) care of the employee's own serious health condition. It also requires that employee's group health benefits be maintained during the leave. The FMLA is administered by the Employment Standards Administration's Wage and Hour Division within the U.S. Department of Labor.
- a. Employees shall provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. Such notice must be submitted in writing to the Payroll and Benefits Office. When 30 days advance notice is not possible, the employee must give notice of the need for such unforeseeable leave as soon as practicable under the facts and circumstances of the situation and generally must comply with CBRSD normal call-in procedures for an absence or tardiness. Employees must provide sufficient information for CBRSD to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions; the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave.
 - b. Employees also must inform CBRSD if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave. Employees requesting leave will be advised whether they are eligible under FMLA. If they are, CBRSD will provide notice of any additional information the employee needs to provide, as well as the employee's rights and responsibilities under the FMLA.
 - c. If the employee is not eligible for the leave, CBRSD will inform the employee and provide a reason for his/her ineligibility.
 - d. The employee will also be informed if leave will be designated as FMLA-protected and the amount of leave that will be counted against the employee's leave entitlement, if possible. If it is determined that the leave is not FMLA-protected, CBRSD will notify the employee of this fact, as well.
 - e. An employee's failure to comply with FMLA leave procedures can be grounds for delaying or denying an employee's request for FMLA-qualifying leave.
 - f. During an approved FMLA leave, the employee's position will be held open to the extent required by the FMLA, and CBRSD will maintain the employee's health coverage under any group health plan (if there is such coverage) on the same terms as if the employee had continued to work. Upon returning from FMLA leave, employees will be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms. Use of FMLA leave will not result in the loss of any available employment benefit that accrued prior to the start of the leave.
7. **All other extended leaves** – All other extended leaves will be considered on a case-by-case basis as per the employee's individual service contract or collective bargaining agreement. In most cases, extended leaves falling outside the scope of FMLA are at the Superintendent's discretion.

Questions on Family Medical Leave Act (FMLA) contact Human Resources Coordinator Jen Belcher at jbelcher@cbrsd.org or 413-684-0320.

VI. Employee Conduct

1. Staff Conduct

- a. All staff members have a responsibility to familiarize themselves with and abide by the laws and regulations of the State as these affect their work, the policies of the School Committee, and the procedures designed to implement them.
- b. In the area of personal conduct, the Committee expects that teachers and others will conduct themselves in a manner that not only reflects credit to the school district but also sets forth a model worthy of emulation by students.

All staff members will be expected to carry out their assigned responsibilities with conscientious concern.

SOURCE: MASC - Updated 2022, LEGAL REFS.: M.G.L. 71:37H

2. Conflict of Interest

- a. The School Committee expects members of its professional staff to be familiar with the code of ethics that applies to their profession and to adhere to it in their relationships with students, parents/guardians, coworkers, and officials of the school district.
- b. No employee of the Committee will engage in or have a financial interest in, directly or indirectly, any activity that conflicts or raises a reasonable question of conflict with his duties and responsibilities in the school district. Nor will any staff member engage in any type of private business during school time or on school property.
- c. Employees will not engage in outside employment of any type where information concerning customer, client, or employer originates from any information available to them through school sources.
- d. Moreover, as there should be no conflict of interest in the supervision and evaluation of employees, at no time may any administrator responsible for the supervision and/or evaluation of an employee be directly related to them.
- e. Every two years, all current employees, including School Committee members, must complete the State Ethics Commission's online training. New employees must complete this training within 30 days of beginning employment and every 2 years thereafter. Upon completing the program, employees should print out the completion certificate and keep a copy for themselves. Employees will be required to provide a copy of the completion certificate to the municipal or district Clerk through the Superintendent's office.
- f. In order to avoid the appearance of any possible conflict, it is the policy of the School Committee that when an immediate family member, as defined in the Conflict-of-Interest statute, of a School Committee member or district administrator is to be hired into or promoted within the School District, the Superintendent shall file public notice with the School Committee and the Municipal or District Clerk at least two weeks prior to executing the hiring in accordance with the law.

SOURCE: MASC - Updated 2022, LEGAL REFS.: M.G.L. 71:52; 268A:1 et seq.

3. Drug Free Workplace-The School District will provide a drug-free workplace and certifies that it will:

- a. Notify all employees in writing that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, is prohibited in the District's workplace, and specify the actions that will be taken against employees for violation of such prohibitions.
- b. Establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace; the District's policy of maintaining a drug-free work-place; and available drug counseling, rehabilitation, and employee assistance programs; and the penalty that may be imposed on employees for drug abuse violations occurring in the workplace.
- c. Make it a requirement that each employee whose employment is funded by a federal grant be given a copy of the statement as required.
- d. Notify the employee in the required statement that as a condition of employment under the grant, the employee will abide by the terms of the statement, and will notify the District of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- e. Notify the federal agency within ten days after receiving notice from an employee or otherwise receiving notice of such conviction.
- f. Take one of the following actions within 30 days of receiving notice with respect to any employee who is so convicted; take appropriate personnel action against such an employee, up to and including termination; or require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health law enforcement, or other appropriate agency.

- g. Make a good faith effort to continue to maintain a drug-free workplace through implementation of all the provisions of this policy.

SOURCE: MASC - Updated 2022, LEGAL REFS: 41USC81

4. **Personnel Use of Technology**

- a. Employees shall use digital resources in a responsible, efficient, ethical, and legal manner in accordance with the mission of the district. Staff members are responsible for teaching and for modeling responsible digital citizenship. The digital resources are provided to support the work of the district; occasional personal communication is permitted so long as such use does not interfere with the employee's job duties and performance, with systems operation, other users, or network performance. All use must comply with the policies and procedures of the Central Berkshire Regional School District.
- b. All staff must agree to and sign an appropriate digital use form prior to being granted access to district digital resources.
- c. Staff is required to use their school-issued accounts, not personal accounts, for all communication with students, and parents/guardians; such accounts must be used with other staff members when conducting school business.
- d. Employees' communication is a matter of public record. This extends to employee use of social media when conducting district business.
- e. Any online activities that would not be considered appropriate in the classroom should not be conducted online. High standards of appropriate online communication and conduct must be maintained.
- f. Team, class, or student organization pages, accounts, or groups will be created only in conjunction with the coach or faculty advisor. All groups must include the appropriate administrator as a member. Access to the page will remain with the coach or faculty advisor.
- g. All contact and messages by coaches and faculty advisors with team members shall be sent to all team members, except for messages concerning medical or academic privacy matters, in which case the messages will be copied to the appropriate administrator.
- h. Failure to uphold the responsibilities above is misuse, which may lead to disciplinary action.

SOURCE: MASC 2023, REF: M.G.L. Ch. 66 10 (b)

5. **Staff-Student Relations**

- a. Employees are prohibited from establishing unprofessional, inappropriate relationships with students. Examples of unprofessional relationships include, but are not limited to: employees fraternizing or communicating with students as if employees and students were peers such as writing personal letters or emails; "texting" students; calling students on cell phones or allowing students to make personal calls to them unrelated to homework or class work; sending inappropriate pictures to students; discussing or revealing to students personal matters about their private lives or inviting students to do the same (other than professional counseling by a school counselor); and engaging in sexualized dialogue, whether in person, by phone, via the Internet, or in writing.
- b. Employees who post information on social media that include inappropriate personal information such as, but not limited to: provocative photographs, sexually explicit messages, use of alcohol, drugs or anything students are prohibited from doing, must understand that if students, parents or other employees obtain access to such information, their case will be investigated by school and district officials and, if warranted, will be disciplined up to and including termination, depending upon the severity of the offense. Additionally, certified personnel, depending upon the severity of the offense, may have their case forwarded to the appropriate organization for review and possible further sanctions. The Superintendent or designees reserve the right to periodically conduct Internet searches to

determine if employees have posted inappropriate materials on-line. If inappropriate use of computers and web sites is discovered, the Superintendent's designees will download the offensive material and promptly bring that misconduct to the attention of the Superintendent.

6. **Email**

- a. School districts require through acceptable use policies, that all electronic or any other communications by employees to students or parents at any time, from any email system shall be professional and acceptable in content to any reasonable person, and limited to information that is school-related or is acceptable to both student and parent. Email between employees, students and parents shall be done through the school-provided email application. Email must conform to school email protocols.

VII. Employee Responsibilities

1. **Mandated reporter** – Under Massachusetts Law, a mandated reporter who has reasonable cause to believe that a child under the age of eighteen years is suffering physical or emotional injury resulting from abuse, including sexual abuse, or from neglect, shall immediately report such condition to the Department of Children and Families ("DCF"). Mandated reporters include teachers, educational administrators, guidance or adjustment counselors, psychologists, attendance officers, social workers, day care providers, health care professionals, court and public safety officials. In the CBRSD, mandated reporters may either report directly to DCF or they may notify the superintendent or the school principal who will then be responsible for making the oral and written report to DCF. The mandated reporter must make the report orally to DCF immediately, and then make a written report to DCF within 48 hours. Please note that any mandated reporter who fails to file the required oral and written reports can be punished by a fine of up to \$1,000.00. Under the law, mandated reporters are protected from liability in any civil or criminal action, and from any discriminatory or retaliatory actions. CBRSD also strongly encourages all other school employees who are not "mandated reporters" to inform a Principal if they suspect a child has been abused or neglected.
 - a. There is a statewide DCF Child Abuse/Neglect Reporting Line, 1-800-KIDS-508. After 5:00 p.m. and on weekends, calls should go to the Child-At-Risk Hotline at 1-800-792-5200.
2. **Confidentiality** – CBRSD employees may have access to confidential, protected or privileged information. All employees are required to protect others' rights to privacy by not releasing such information to unauthorized individuals. Failure to do so may result in disciplinary action up to and including termination of employment. CBRSD employees should consult their supervisors with any questions regarding confidentiality.
3. **Compliance with Physical Restraint Regulations** – In compliance with the Commonwealth of Massachusetts Regulations (603 CMR 46.00) the CBRSD ensures that every student participating in a CBRSD public school education program will be free from the unreasonable use of physical restraint. Physical restraint shall be used only in emergency situations after less intrusive alternatives have failed or been deemed inappropriate, and with extreme caution. School personnel shall use physical restraint with two goals in mind:
 - a. To administer a physical restraint only when needed to protect a student and/or member of the school community from imminent, serious, physical harm; and
 - b. To prevent or minimize any harm to the student as a result of the use of physical force.
 - i. Physical restraint in a public education program shall be limited to the use of such reasonable force as is necessary to protect a student or another member of the school community from assault or imminent, serious, physical harm.
 - ii. Physical restraint is prohibited in the following circumstances:
 - c. As a means of punishment; or
 - d. As a response to property destruction disrupting school order, a student's refusal to comply with a school rule or staff directive, or verbal threats that do not constitute a threat of imminent, serious, physical harm.

VIII. Anti-Discrimination and Anti-Sexual Harassment Policy

NONDISCRIMINATION ON THE BASIS OF SEX

The CBRSD School Committee, in accordance with Title IX of the Education Amendments of 1972, declares that the school district does not and will not discriminate on the basis of sex, sexual orientation, gender identity, sex stereotypes, sex characteristics, marital status, familial status, pregnancy or pregnancy-related conditions and prohibits sex discrimination in any education program or activity that it operates, as required by Title IX, including in admission and employment.

The School Committee will continue to ensure fair and equitable educational and employment opportunities, without regard to sex, sexual orientation, sex stereotypes, sex characteristics, marital status, familial status, pregnancy or pregnancy-related conditions or gender identity, to all of its students and employees.

The Committee will designate an individual to act as the school district'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.

CBRSD shall provide a notice of non-discrimination along with the contact information for its Title IX Coordinator as set forth below. The notice shall be given to students; parents, guardians, or other authorized legal representatives of elementary school and secondary school students; employees; applicants for admission and employment; and all unions and professional organizations holding collective bargaining or professional agreements with the CBRSD.

NOTICE OF NONDISCRIMINATION & RELATED TITLE IX INFORMATION

The CBRSD School Committee and CBRSD do not discriminate on the basis of sex and prohibits sex discrimination, including sex-based harassment in any education program or activity that it operates, as required by Title IX and its regulations, including in admission and employment.

Inquiries about Title IX may be referred to CBRSD Title IX Coordinator, the U.S. Department of Education's Office for Civil Rights, or both. CBRSD Title IX Coordinator is Dr. Michael Henault, Assistant Superintendent, 254 Hinsdale Rd. Dalton, MA, mhenault@cbrsd.org, (413) 684-0320 ext. 1010.

The CBRSD's nondiscrimination policy is included above and grievance procedures can be located here: [CBRSD Grievance Process for Title IX Complaints Updated August 20204.docx](#).

To report information about conduct that may constitute sex discrimination or make a complaint of sex discrimination under Title IX, please contact the Title IX Coordinator as listed above.

The District shall prominently include all elements of its notice of nondiscrimination set out above on its website and in each handbook, catalog, announcement, bulletin, and application form that it makes available to persons entitled to notice under this section, or which are otherwise used in connection with the recruitment of students or employees.

SEXUAL & SEX-BASED HARASSMENT AND RETALIATION

The Central Berkshire Regional School Committee and the Central Berkshire Regional School District (CBRSD) are committed to maintaining an education and work environment for all school community members that is free from all forms of harassment, including sexual and sex-based harassment as provided under MA and Federal law. The members of the school community include the School Committee, employees, administration, faculty, staff, students, volunteers in the schools, and parties contracted to perform work for CBRSD.

Because the District takes allegations of harassment, including sex-based harassment, seriously the District shall respond promptly and meaningfully to every known report of sexual and sex-based harassment and shall investigate every formal complaint of harassment including sexual and sex-based harassment as well as retaliation and following an investigation where it is determined that such inappropriate conduct has occurred, the District shall act promptly to eliminate the conduct and impose corrective action as is necessary, including disciplinary action where appropriate.

Please note that while this policy sets forth the District's goals of promoting an environment that is free of harassment including sexual and sex-based harassment, the policy is not designed or intended to limit the District's authority to discipline or take remedial action for conduct which we deem unacceptable, regardless of whether that conduct satisfies the definition of harassment or sexual or sex-based harassment.

Definitions of Sexual Harassment

TITLE IX

Sex-based harassment prohibited by Title IX is a form of sex discrimination and means sexual harassment and other harassment on the basis of sex, including as described in § 106.10 of Title IX, that is:

- (1) Quid pro quo harassment. An employee, agent, or other person authorized by the District to provide an aid, benefit, or service under the District's education program or activity explicitly or Impliedly conditioning the provision of such an aid, benefit, or service on a person's participation in unwelcome sexual conduct;
- (2) Hostile environment harassment. Unwelcome sex-based conduct that, based on the totality of the circumstances, is subjectively and objectively offensive and is so severe or pervasive that it limits or denies a person's ability to participate in or benefit from the District's education program or activity (i.e., creates a hostile environment).
- (3) Specific offenses. (i) Sexual assault (ii) Dating violence; (iii) Domestic violence; (iv) Stalking

TITLE VII

Title VII of the Civil Rights Act of 1964 prohibits sexual harassment which is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when: (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment. A hostile environment on the basis of sex is created when the conduct is sufficiently severe or pervasive to alter the conditions of employment.

M.G.L. c. 151B

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

M.G.L. c. 151C

M.G.L. c. [151C, § 2](#) (g) prohibits the sexual harassment of students in any program or course of study in any educational institution and M.G.L. c. [151C, § 1](#) (e) defines "sexual harassment" as sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when: (a) submission to or rejection of such advances, requests or conduct is made either explicitly or implicitly a term or condition of the provision of the benefits, privileges or placement services or as a basis for the evaluation of academic achievement; or (b) such advances, requests or conduct have the purpose or effect of unreasonably interfering with an individual's education by creating an intimidating, hostile, humiliating or sexually offensive educational environment.

The legal definition of sexual harassment is broad and in addition to the above examples, other sexually oriented conduct, whether it is intended or not, that is unwelcome and has the effect of creating an environment that is hostile, offensive, intimidating, to male, female, or gender non-conforming students or employees may also constitute sexual harassment.

While it is not possible to list all those additional circumstances that may constitute sexual harassment, the following are some examples of conduct, which if unwelcome, may constitute sexual harassment, depending on the totality of the circumstances, including the severity of the conduct and its pervasiveness:

- Unwelcome sexual advances-whether they involve physical touching or not;
- Sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one's sex life; comment on an individual's body, comment about an individual's sexual activity, deficiencies, or prowess;
- Displaying sexually suggestive objects, pictures, cartoons;
- Unwelcome leering, whistling, brushing against the body, sexual gestures, suggestive or insulting comments.
- Inquiries into one's sexual experiences;
- Discussion of one's sexual activities; and
- Sexual violence, including rape, sexual assault, sexual battery, sexual abuse and sexual coercion as well as physical sexual acts perpetrated against a person's will or where a person is incapable of giving consent (e.g., due to the student's age or use of drugs or alcohol, or because an intellectual or other disability prevents the student from having the capacity to give consent)

Massachusetts General Laws Ch. [119, Section 51 A](#) , requires that public schools report cases of suspected child abuse, immediately orally and file a report within 48 hours detailing the suspected abuse to the Department of Children and Families. For the category of sexual violence, in addition to Section 51A referrals these offences and any other serious matters shall be referred to local law enforcement. Schools must treat seriously all reports of sexual harassment that meet the definition of sexual harassment and the conditions of actual notice and jurisdiction as noted above. Holding a school liable under Title IX can occur only when the school knows of sexual harassment allegations and responds in a way that is deliberately indifferent (clearly unreasonable in light of known circumstance).

RETALIATION IS PROHIBITED

Retaliation is strictly prohibited. Retaliation is any intimidation, threats, coercion, or discrimination against any person for the purpose of interfering with any right or privilege, or because the person has reported information, made a complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, including in an informal resolution process. Nothing in this definition or this part precludes a School from requiring an employee or other person authorized to provide aid, benefit, or service under the School's education program or activity to participate as a witness in, or otherwise assist with, an investigation.

A student or employee who is found to have retaliated against another in violation of this policy will be subject to disciplinary action up to and including student suspension and expulsion or employee termination.

The complainant does not have to be the person at whom the unwelcome sexual conduct is directed.

Allegations of conduct that meet the definition of sexual discrimination, including sex-based harassment under Title IX will be addressed through the Title IX Sexual Discrimination Grievance Procedure. Allegations of conduct that meet the definition of sexual discrimination, including sex-based harassment under Title IX, and simultaneously meet the definitions of sexual harassment under Title VII of the Civil Rights Act of 1964 (employees), M.G.L.

c. [151B](#) (employees), and/or M.G.L. c. [151C](#) (students), will also be addressed through the Title IX Sexual Discrimination Grievance Procedure.

The District's Title IX Grievance Procedure is available at: [CBRS D Grievance Process for Title IX Complaints Updated August 20204.docx](#).

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

Procedure. (See exception under Section II, Part 4, Step 4 below). The definitions of sexual harassment under Title VII, M.G.L. c. [151B](#), and M.G.L. c. [151C](#) are set out in the Civil Rights Grievance Procedure.

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

This policy, or a summary thereof that contain the essential policy elements shall be distributed by CBRSD to its students and employees and each parent or guardian shall sign that they have received and understand the policy.

TITLE IX COORDINATOR

The District's Title IX Coordinator is responsible for coordinating the recipient's compliance with its obligations under this policy and Title IX. The Title IX Coordinator has discretion in issuing a sex-based harassment complaint should they believe based on all of the information, an investigation into possible sex-based harassment should occur. Regardless of whether a complaint is initiated, the Coordinator must take appropriate prompt and effective steps, in addition to steps necessary to effectuate the remedies provided to an individual complainant, if any, to ensure that sex discrimination does not continue or recur within the recipient's education program or activity.

Title IX Coordinator:

Dr. Michael Henault
(413) 684-0320
254 Hinsdale Rd.
Dalton, MA 01225
mhenault@cbrsd.org

Please note that the following entities have specified time limits for filing a claim.

The Complainant may also file a complaint with:

The Mass. Commission Against Discrimination, 1 Ashburton Place, Room 601
Boston, MA 02108
Phone: 617-994-6000.

Office for Civil Rights (U.S. Department of Education)
5 Post Office Square, 8th Floor
Boston, MA 02109.
Phone: 617-289-0111.

The United States Equal Employment Opportunity Commission,
John F. Kennedy Bldg.

IX. CBRSD Civil Rights Laws/District Coordinator Information

Central Berkshire Regional School District Civil Rights Laws/District Coordinator Information

All programs, activities and employment opportunities provided by the CBRSD are offered without regard to race, color, gender, religion, national origin, sexual orientation or disability. Questions regarding implementation of these practices should be addressed to the appropriate coordinator listed [here](#).

Interactions with Students and Student Rights

The Central Berkshire Regional School District is committed to providing a safe, positive and productive educational environment where students can achieve the highest academic standards. No student shall be subjected to harassment, intimidation, bullying, or cyber-bullying.

Bullying Prevention

“Bullying” is the repeated use by one or more students or school staff members of a written, verbal, or electronic expression, or a physical act or gesture, or any combination thereof, directed at a target that:

- causes physical or emotional harm to the target or damage to the target’s property;
- places the target in reasonable fear of harm to themselves, or of damage to their property;
- creates a hostile environment at school for the target;
- infringes on the rights of the target at school; or
- materially and substantially disrupts the education process or the orderly operation of a school.

“Cyber-bullying” means bullying through the use of technology or any electronic communication, which shall include, but shall not be limited to, any transfer of signs, signals, writing, images, sounds, data or intelligence of any nature.

Cyber-bullying shall also include the creation of electronic medium in which the creator assumes the identity of another person or knowingly impersonates another person as author of posted content or messages, if the creation or impersonation creates any of the conditions enumerated in the definition of bullying.

Cyber-bullying shall also include the distribution by electronic means of a communication to more than one person or the posting of material on an electronic medium that may be accessed by one or more persons, if the distribution or posting creates any of the conditions enumerated in the definition of bullying.

Bullying and cyber-bullying may occur in and out of school, during and after school hours, at home and in locations outside of the home. When bullying and cyber-bullying are alleged, the full cooperation and assistance of parents/guardians and families are expected.

For the purpose of this policy, whenever the term bullying is used it is to denote either bullying, or cyber-bullying.

File: JICFB

Bullying is prohibited:

On school grounds;

- On property immediately adjacent to school grounds;
- At school-sponsored or school-related activities;
- At functions or programs whether on or off school grounds
- At school bus stops;
- On school buses or other vehicles owned, leased or used by the school district; or,
- Through the use of technology or an electronic device owned, leased or used by the school district;

Bullying and cyber-bullying are prohibited at a location, activity, function or program that is not school-related or through the use of technology or an electronic device that is not owned, leased or used by the school district if the act or acts in question:

- create a hostile environment at school for the target;

- infringe on the rights of the target at school; and/or
- materially and substantially disrupt the education process or the orderly operation of a school.

Prevention and Intervention Plan

The Superintendent and/or their designee shall oversee the development of a prevention and intervention plan, in consultation with all district stakeholders, which may include teachers, school staff, professional support personnel, school volunteers, administrators, community representatives, local law enforcement agencies, students, parents and guardians, consistent with the requirements of this policy, as well as state and federal laws. The bullying prevention and intervention plan shall be reviewed and updated at least biennially.

The Principal is responsible for the implementation and oversight of the bullying prevention and implementation plan within his or her school.

Reporting

Students, who believe that they are a target of bullying, observe an act of bullying, or who have reasonable grounds to believe that these behaviors are taking place, are obligated to report incidents to a member of the school staff. The target shall, however, not be subject to discipline for failing to report bullying.

Each school shall have a means for anonymous reporting by students of incidents of bullying. No formal disciplinary action shall be taken solely on the basis of an anonymous report.

Any student who knowingly makes a false accusation of bullying shall be subject to disciplinary action.

Parents or guardians, or members of the community, are encouraged to report an incident of bullying as soon as possible.

A member of a school staff shall immediately report any instance of bullying the staff member has witnessed or become aware of to the school principal or their designee.

Investigation Procedures

The Principal or their designee, upon receipt of a viable report, shall promptly contact the parents or guardians of a student who has been the alleged target or alleged perpetrator of bullying. The actions being taken to prevent further acts of bullying shall be discussed.

The school Principal or a designee shall promptly investigate the report of bullying, using a Bullying/Cyber-bullying Report Form which may include interviewing the alleged target, alleged perpetrator, staff members, students and/or witnesses.

Support staff shall assess an alleged target's needs for protection and create and implement a safety plan that shall restore a sense of safety for that student.

Confidentiality shall be used to protect a person who reports bullying, provides information during an investigation of bullying, or is witness to or has reliable information about an act of bullying.

If the school Principal or a designee determines that bullying has occurred, they shall take appropriate disciplinary action and if it is believed that criminal charges may be pursued against the perpetrator, the principal shall consult with the

school's resource officer and the Superintendent to determine if criminal charges are warranted. If it is determined that criminal charges are warranted, the local law enforcement agency shall be notified.

The investigation shall be completed within fourteen school days from the date of the report. The parents or guardians shall be contacted upon completion of the investigation and informed of the results, including whether the allegations were found to be factual, whether a violation of this policy was found, and whether disciplinary action has or shall be taken. At a minimum the Principal or their designee shall contact the parents or guardians as to the status of the investigation on a weekly basis.

Disciplinary actions for students who have committed an act of bullying or retaliation shall be in accordance with district disciplinary policies.

Each school shall document any incident of bullying that is reported per this policy and a file shall be maintained by the Principal or designee. A monthly report shall be provided to the Superintendent.

Confidentiality shall be maintained to the extent consistent with the school's obligations under law.

Retaliation-

Retaliation against a person who reports bullying, provides information during an investigation of bullying, or witnesses or has reliable information about bullying, shall be prohibited.

Target Assistance

The school district shall provide counseling or referral to appropriate services, including guidance, academic intervention, and protection to students, both targets and perpetrators, affected by bullying, as necessary.

Training and Assessment

Annual training shall be provided for school employees and volunteers who have significant contact with students in preventing, identifying, responding to, and reporting incidents of bullying.

Age-appropriate, evidence-based instruction on bullying prevention shall be incorporated into the curriculum for all K to 12 students.

Publication and Notice

Annual written notice of the relevant sections of the bullying prevention and intervention plan shall be provided to students and their parents or guardians, in age-appropriate terms.

Annual written notice of the bullying prevention and intervention plan shall be provided to all school staff. The faculty and staff at each school shall be trained annually on the bullying prevention and intervention plan applicable to the school.

Relevant sections of the bullying prevention and intervention plan relating to the duties of faculty and staff shall be included in the school employee handbook.

The bullying prevention and intervention plan shall be posted on the school district website.

LEGAL REFS.: Title VII, Section 703, Civil Rights Act of 1964 as amended

Federal Regulation 74676 issued by EEO Commission

Title IX of the Education Amendments of 1972

603 CMR 26.00

M.G.L. 71:37O; 265:43, 43A; 268:13B; 269:14A

REFERENCES: Massachusetts Department of Elementary and Secondary Education's Model Bullying Prevention and Intervention Plan

SOURCE: MASC – Updated 2021

X. Employee Accommodations

1. **Employees Covered** – The Americans with Disabilities Act prohibits discrimination in employment against qualified individuals with disabilities. Qualified means someone with a disability who meets the necessary skill, work experience, education, training, licensing or certification, or other job-related requirements of a position. Employees and applicants can request reasonable accommodations by making changes in the work environment or by changing certain practices and procedures as long as these changes do not pose an undue hardship on the employer or alter the essential functions of the job. Employees must maintain standards as outlined in the contract of their collective bargaining unit or individual service contract for performance, attendance and professionalism.

a. The ADA defines a person with a disability as an individual who meets one of the following criteria:

- i. as a physical or mental impairment that limits one or more major life activities (examples are walking, speaking, seeing, hearing and performing manual tasks)
- ii. Has a record of one or more of the above impairments
- iii. Is regarded as having such an impairment

b. **Areas of Employment Addressed**

- i. Performance of essential functions of a position currently held by an employee or one being sought by a qualified employee or applicant.
- ii. The application and selection process in which employees and applicants participate.
- iii. Equal access to employee benefits and privileges.

c. **Process for Requesting Accommodations**

- i. All medical information related to an individual's request for accommodations is confidential and will be maintained in the Payroll and Benefits Office separate from the personnel file.
- ii. The burden is on the employee to provide documentation and request an accommodation when required unless the employer has treated the employee as if they have such impairment.
- iii. To receive an accommodation under the ADA, employees and applicants submit a written request for accommodations with supported medical documentation to the Payroll and Benefits Office. Payroll and Benefits will inform the direct supervisor a request has been made. The direct supervisor will schedule a meeting to determine if any reasonable accommodations are required.
- iv. While the medical information is confidential, the employer is required to share with the direct supervisor the functional limitations as a result of the disability if accommodations are being

requested. The Office of Payroll and Benefits can confirm with the direct supervisor that appropriate documentation has been provided.

- v. While the documentation of a disability may be accompanied with specific recommendations for accommodations, what is a reasonable accommodation is determined by the employer and employee.
- vi. Accommodations are building-based and will be implemented in the building assigned. Specific accommodations needed outside of an individual's assigned building(s) should be requested directly from the Superintendent's Office. Requests for accommodations need to be made by employees yearly or sooner if there is a change in assigned building location.
- vii. The employee is responsible for contacting the direct supervisor if reasonable accommodations are not implemented in an effective and timely manner or if the employee and the accommodations are not working.

XI. District Forms

All [forms](#) can be found on the district website

XII. School Information:

Becket Washington Elementary School:

Start of instructional day: 8:25AM
End of instructional day: 2:50PM
Principal: Mary Kay McCloskey
Office Contact: Ronda Bilodeau
12 Maple Street
Becket, MA 01223
413-623-8757

Craneville Elementary School:

Start of instructional day: 8:25AM
End of instructional day: 2:50PM
Principal: Rebecca Sawyer
Office Contact: Emily O'Connor
71 Park Avenue
Dalton, MA 01226
413-684-0209

Kittredge Elementary School:

Start of instructional day: 8:25AM
End of instructional day: 2:50PM
Principal: Howie Marshall
Office Contact: Shelly Jenkins
80 Maple Street
Hinsdale, MA 01235
413-655-2525

Nessacus Regional Middle School:

Start of instructional day: 7:55AM
End of instructional day: 2:35PM
Principal: John Vosburgh
Office Contact: Tiffany Sayers
35 Fox Road
Dalton, MA 01226
3413-684-0780

Wahconah Regional High School:

Start of instructional day: 7:52AM
End of instructional day: 2:21PM
Principal: Aaron Robb
Office Contact: Christine Noble
150 Windsor Road
Dalton, MA 01226
413-684-1330

XIII. PAY SCHEDULE

Payroll questions, email: JBelcher@cbrsd.org

| Pay Period Start | Pay Period End | Payroll Date |
|---------------------------|---------------------------|---------------------------|
| August 24, 2024 | September 6, 2024 | September 12, 2024 |
| September 7, 2024 | September 20, 2024 | September 26, 2024 |
| September 21, 2024 | October 4, 2024 | October 10, 2024 |
| October 5, 2024 | October 18, 2024 | October 24, 2024 |
| October 19, 2024 | November 1, 2024 | November 7, 2024 |
| November 2, 2024 | November 15, 2024 | November 21, 2024 |
| November 16, 2024 | November 29, 2024 | December 5, 2024 |
| November 30, 2024 | December 13, 2024 | December 19, 2024 |
| December 14, 2024 | December 27, 2024 | January 2, 2025 |
| December 28, 2024 | January 10, 2025 | January 16, 2025 |
| January 11, 2025 | January 24, 2025 | January 30, 2025 |
| January 25, 2025 | February 7, 2025 | February 13, 2025 |
| February 8, 2025 | February 21, 2025 | February 27, 2025 |
| February 22, 2025 | March 7, 2025 | March 13, 2025 |
| March 8, 2025 | March 21, 2025 | March 27, 2025 |
| March 22, 2025 | April 4, 2025 | April 10, 2025 |

| | | |
|-----------------------|-----------------------|-----------------------|
| April 5, 2025 | April 18, 2025 | April 24, 2025 |
| April 19, 2025 | May 2, 2025 | May 8, 2025 |
| May 3, 2025 | May 16, 2025 | May 22, 2025 |
| May 17, 2025 | May 30, 2025 | June 5, 2025 |
| May 31, 2025 | June 13, 2025 | June 19, 2025 |