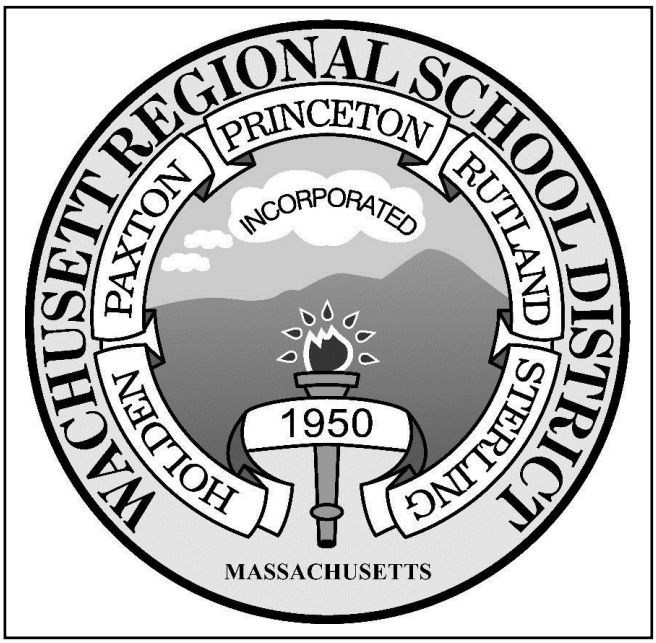

Wachusett Regional School District

Employee Handbook

Revised November, 2016

The Wachusett Regional School District does not discriminate on the basis of race, color, sex, religion, age, national origin, sexual orientation or disability, in the operation of the educational programs, activities, or employment policies, and no person will be excluded from or discriminated against in admission to its public schools, or in obtaining the advantages, privileges, and courses of study of such public schools on account of race, color, sex, religion, age, national origin, sexual orientation, disability, gender identity , ELL status, housing status or other protected category.

Wachusett Regional School District
Jefferson School
1745 Main Street
Jefferson, MA 01522

Wachusett Regional School District

Employee Handbook

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Introductory Statement

This Employee Handbook is designed to acquaint employees with the Wachusett Regional School District as an employer and to provide information about working conditions, employee benefits, and some of the policies affecting employment. Employees should read, understand, and comply with all provisions of this Handbook, which describes many of the responsibilities as an employee and outlines the programs developed by the District to benefit employees. One of the District's objectives is to provide a work environment that is conducive to both personal and professional growth.

No Employee Handbook can anticipate every circumstance or question about policies. From time to time, the need may arise to change policies described in this Handbook. The District, therefore, reserves the right to revise, supplement, or rescind any policies or portion(s) of the Handbook as it deems appropriate, through the appropriate process. Employees will be notified of such changes as they occur, and told how to substitute the updated information.

This Handbook is meant to provide generalized guidelines for employees in collective bargaining units. For non-bargaining unit employees, this Handbook, in conjunction with approved School Committee Personnel Policies and individual employment contracts, reflects employee benefits and rights.

Wherever discrepancies exist between this Handbook and collective bargaining agreements, i.e. union contracts, or between this Handbook and an individual's employment contract, the bargaining agreement or individual employment contract will control. Employees should receive a copy of any applicable collectively bargained agreement or contract when hired. Copies of collectively bargained contracts are available in the Office of Human Resources at the District Central Office, Jefferson School, 1745 Main Street, Jefferson, MA 01522 or on the District's website, www.wrsd.net (click on Employee Information).

Section A Employment Policies

1. AFFIRMATIVE ACTION

The Wachusett Regional School District, recognizing the right of an individual to work and to advance on the basis of merit, ability, and potential without regard to race, color, gender, religion, age, national origin, sexual orientation, or disability, resolves to take Affirmative Action measures to ensure equal opportunity in the areas of hiring, promotion, demotion or transfer, recruitment, layoff or termination, rate of compensation, in-service or apprenticeship training programs, and all terms and conditions of employment.

Non-discrimination and equal opportunity are the policies of the Wachusett Regional School District in all of its programs and activities. Each department or school within the District, in discharging its statutory responsibilities, shall consider the likely effects which its decisions, programs, and activities shall have in meeting the goals of equality or opportunity.

Affirmative Action requires more than vigilance in the elimination of discriminatory barriers on the grounds of race, color, gender, religion, age, national origin, sexual orientation, or disability. It must also entail positive and aggressive measures to ensure equal opportunity in internal personnel practices and in those programs, which can affect persons outside of the District. This Affirmative Action shall include efforts necessary to remedy the effects of present and past discriminatory patterns and any action necessary to guarantee equal opportunity for all people.

2. AMERICANS WITH DISABILITIES

The District acknowledges and affirms its commitment to provide a workplace with equal access for all employees. The District recognizes its obligations to make reasonable accommodation to employees protected by the Americans with Disabilities Act and to prevent any inequitable treatment.

In general, it is the responsibility of the employee with a disability to inform the District that an accommodation is needed to perform essential job functions or to receive equal benefits and privileges of employment. An employer is not required to provide an accommodation if unaware of the need. The District shall request documentation of the individual's functional limitations to support the request.

The District will not discriminate against qualified individuals with disabilities with regard to any aspect of their employment. Our District is committed to complying with the American with Disabilities Act of 1990 and its related Section 504 of the Rehabilitation Act of 1973. Our District recognizes that some individuals with disabilities may require accommodations at work. The District complies with the Americans with Disabilities Act (ADA) and applicable state and local laws providing for nondiscrimination in employment against qualified individuals with disabilities. Our District also provides reasonable accommodation for such individuals in accordance with these laws. It is the District's policy to, without limitation:

1. Ensure that qualified individuals with disabilities are treated in a nondiscriminatory manner in the pre-employment process and that employees with disabilities are treated in a nondiscriminatory manner in all terms, conditions, and privileges of employment.

2. Administer medical examinations, such as second-medical-opinion or fitness-for-duty exams, (a) to applicants only after conditional offers of employment have been extended and (b) to employees only when justified by business necessity.

3. Keep all medical-related information confidential in accordance with the requirements of the ADA and retain such information in separate confidential files.

4. Provide applicants and employees with disabilities with reasonable accommodation, except where such an accommodation would create an undue hardship on the School District.

5. Notify individuals with disabilities that the District provides reasonable accommodation to qualified individuals with disabilities, by including this policy in the employee handbook and by posting the Equal Employment Opportunity Commission's poster on not discriminating against individuals with disabilities and other protected groups conspicuously in the break rooms at each of the District's school buildings and in the Central Office in Jefferson.

Procedure for Requesting an Accommodation Based on a Physical or Mental Impairment

Qualified individuals with disabilities may make requests for reasonable accommodation to Director of Human Resources or his designee. On receipt of an accommodation request, Director of Human Resources or his designee will meet with the requesting individual to discuss and identify the precise limitations resulting from the disability and the potential accommodation that the District might make to help overcome those limitations.

The Director of Human Resources, in conjunction with the appropriate management representatives identified as having a need to know (e.g., the individual's supervisor), will determine the feasibility of the requested accommodation, considering various factors, including, but not limited to, the nature and cost of the accommodation, the availability of tax credits and deductions, outside funding, the District's overall financial resources and organization, and the accommodation's impact on the operation of the facility, including its impact on the ability of other employees to perform their duties and on the facility's ability to conduct business.

The Director of Human Resources will inform the employee of the District's decision on the accommodation request or on how to make the accommodation.

Procedure for Requesting an Accommodation Based on a Physical or Mental Impairment

If you require an accommodation for a sincerely held religious practice, please contact the Director of Human Resources. The District will work with you to help assess whether your request can be reasonably accommodated, taking into account the District's needs, resources, your job description, and the other relevant factors. If the request imposes an undue hardship on the District, the request for accommodation may not be able to be provided.

3. CONFLICT OF INTEREST

Chapter 28 of the Acts of 2009, known as the Ethic's Reform Law, imposes mandatory education and training requirements for all public employees. The State Ethics Commission is responsible for implementing the requirements and the District's Human Resources Office is the liaison with the Commission.

The statutory definitions of who is a municipal employee for the purposes of the Conflict of Interest Law are very broad. Every employee must be given a summary of the Conflict of Interest Law prepared by the Ethics Commission; every recipient must acknowledge

receipt of the summary; and every employee must complete an online training program prepared by the Commission. This is required every two years.

Summary of the Conflict of Interest Law for Public Employees

This summary of the conflict of interest law, General Laws chapter 268A, is intended to help employees understand how that law applies to them. This summary is not a substitute for legal advice, nor does it mention every aspect of the law that may apply in a particular situation. Public employees can obtain free confidential advice about the conflict of interest law from the Commission's Legal Division. Agency counsel may also provide advice.

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

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

I. Are you a Public Employee for conflict of interest law purposes?

You do not have to be a full-time, paid public employee to be considered a public employee for conflict of interest purposes. Anyone performing services for a state or municipal agency or holding a state or municipal position, whether paid or unpaid, including full and part-time municipal or school district employees, elected officials, volunteers, and consultants, is a public employee under the conflict of interest law. An employee of a private firm can also be a public employee, if the private firm has a contract with the state or other public entity and the employee is a "key employee" under the contract, meaning the public entity has specifically contracted for her services. The law also covers private parties who engage in impermissible dealings with state employees, such as offering bribes or illegal gifts.

II. On-the-job restrictions.

(a) <u>Bribes</u>. Asking for and taking bribes is prohibited. (See Section 2)

A bribe is anything of value corruptly received by a pubic employee in exchange for the employee being influenced in his official actions. Giving, offering, receiving, or asking for a bribe is illegal.

Bribes are more serious than illegal gifts because they involve corrupt intent. In other words, the public employee intends to sell his office by agreeing to do or not do some official act, and the giver intends to influence him to do so. Bribes of any value are illegal.

(b) <u>Gifts and gratuities</u>. Asking for or accepting a gift because of your official position, or because of something you can do or have done in your official position, is prohibited. (See Sections 3, 23(b)(2), and 26)

Public employees may not accept gifts and gratuities valued at $50 or more given to influence their official actions or because of their official position. Accepting a gift intended to reward past official action or to bring about future official action is illegal, as is giving such gifts. Accepting a gift given to you because of the state position you hold is also illegal. Meals, entertainment event tickets, golf, gift baskets, and payment of travel expenses can all be illegal gifts if given in connection with official action or position, as can anything worth $50 or more. A number of smaller gifts together worth $50 or more may also violate these sections.

Example of violation: A highway inspector allows a pavement contractor to buy him lunch every day during a two-month road repaving project.

Example of violation: An industry association provides a free day's outing, including a barbecue lunch, golf, a cocktail hour, and a clam bake, to a group of legislators.

<u>Regulatory exemptions</u>. There are situations in which a public employee's receipt of a gift does not present a genuine risk of a conflict of interest, and may in fact advance the public interest. The Commission has created exemptions, and is considering creating additional exemptions, permitting giving and receiving gifts in these situations. One commonly used exemption permits public employees to accept payment of travelrelated expenses when doing so advances a public purpose. Other exemptions are listed on the Commission's website.

Example where there is no violation: A non-profit concerned with preventing domestic violence offers to pay the travel expenses of an assistant district attorney to a conference

on prosecuting domestic violence cases. The attorney fills out a disclosure form and obtains prior approval from his appointing authority.

(c) Misuse of position. Using your official position to get something you are not entitled to, or to get someone else something they are not entitled to, is prohibited. Causing someone else to do these things is also prohibited. (See, Sections 23(b)(2) and 26)

A public employee may not use her official position to get something worth $50 or more that would not be properly available to other similarly situated individuals. Similarly, a state employee may not use her official position to get something worth $50 or more for someone else that would not be properly available to other similarly situated individuals. Causing someone else to do these things is also prohibited.

Example of violation: A state employee writes a novel on work time, using her office computer, and directing her secretary to proofread the draft.

Example of violation: The commissioner of a state agency directs subordinates to drive her wife to and from the grocery store.

Example of violation: An assistant attorney general avoids a speeding ticket by asking the police officer who stops him, "Do you know who I am?" and showing his state I.D.

(d) Self-dealing and nepotism. Participating as a state employee in a matter in which you, your immediate family, your business organization, or your future employer has a financial interest is prohibited. (See Section 6)

A public employee may not participate in any particular matter in which he or a member of his immediate family (parents, children, siblings, spouse, and spouse's parents, children, and siblings) has a financial interest. He also may not participate in any particular matter in which a prospective employer, or a business organization of which he is a director, officer, trustee, or employee has a financial interest. Participation includes discussing as well as voting on a matter, and delegating a matter to someone else.

A financial interest may create a conflict of interest whether it is large or small, and positive or negative. In other words, it does not matter if a lot of money is involved or only a little. It also does not matter if you are putting money into your pocket or taking it out. If you, your immediate family, your business, or your employer have or has a financial interest in a matter, you may not participate. The financial interest must be direct

and immediate or reasonably foreseeable to create a conflict. Financial interests which are remote, speculative or not sufficiently identifiable do not create conflicts.

Neither general legislation nor home rule legislation are "particular matters" for purposes of the conflict of interest law. A public employee can participate in general legislation and home rule legislation even if she has a financial interest in such legislation, but state legislators and constitutional officers must file a disclosure if the matter will substantially affect their financial interests.

Example of violation: The chief administrative officer of a state agency, who has a balance of 900 hours in accumulated sick leave, proposes a plan by which the agency will pay employees for accumulated sick leave.

Example of violation: An employee of the Massachusetts Cultural Council is also the director of a non-profit corporation dedicated to increasing art in public spaces. The non-profit applies to the Council for a grant, and the employee participates in rating the applications received for that grant.

Example of violation: A state employee promotes his son to a position under his supervision.

Example where there is no violation: Proposed legislation under consideration by the State Senate will amend the General Laws with respect to insurance coverage of ocean front property. A State Senator owns ocean front property in Cape Cod. The Senator can discuss and vote on the legislation because it is general legislation, but must file a disclosure because the legislation will substantially affect her financial interest.

A public employee whose duties do not require her to participate in a particular matter may comply with the law by simply not participating in the particular matter in which she has a financial interest. She need not give a reason for not participating.

An appointed public employee may also comply with the law by filing a written disclosure about the financial interest with his appointing authority, and seeking permission to participate notwithstanding the conflict. If a public employee's duties would require him to participate in a matter in which he has a financial interest, this is the procedure he should use. The appointing authority may grant written permission to participate if she determines that the financial interest in question is not so substantial that it is likely to affect the integrity of the employee's services to the municipality. Otherwise, the appointing authority will assign the matter to someone else, or do it

herself. Participating without disclosing the financial interest is a violation. Elected employees cannot use the disclosure procedure because they have no appointing authority.

Example where there is no violation: An appointed member of a state licensing board wishes to participate in board discussions about imposing a continuing education requirement on licensees. Compliance with the proposed requirement will cost every licensee several hundred dollars per year. The board member is himself a licensee. Prior to participating in any board discussion, the member files a disclosure of his financial interest with his appointing authority, and the appointing authority gives him a written determination authorizing his participation, despite his financial interest.

(e) <u>False claims</u>. Presenting a false claim to your employer for a payment or benefit is prohibited, and causing someone else to do so is also prohibited. (See Sections 23(b)(4) and 26)

A state employee may not present a false or fraudulent claim to his employer for any payment or benefit worth $50 or more, or cause another person to do so.

Example of violation: A state agency manager directs his secretary to fill out time sheets to show him as present at work on days when he was skiing.

(f) Appearance of conflict. Acting in a manner that would make a reasonable person think you can be improperly influenced is prohibited. (See Section 23(b)(3))

A public employee may not act in a manner that would cause a reasonable person to think that she would show favor toward someone, or that she can be improperly influenced. Section 23(b)(3) requires a state employee to consider whether her relationships and affiliations could prevent her from acting fairly and objectively when she performs her duties for the state. If she cannot be fair and objective because of a relationship or affiliation, she should not perform her duties. However, a state employee, whether elected or appointed, can avoid violating this provision by making a public disclosure of the facts. An appointed employee must make the disclosure in writing to his appointing official.

Example where there is no violation: A public employee is engaged to be married to the owner of a business. The business owner submits a response to a request for proposals from the agency. A reasonable person could conclude that the employee might favor her fiance's response. The employee files a written disclosure with her appointing authority

explaining her relationship with her fiancé prior to the meeting at which responses to the RFP will be considered. There is no violation of Section 23(b)(3).

Example where there is no violation: The State House of Representatives is considering legislation which will create a general law that sets a maximum limit on insurance premiums paid by obstetricians. A State Representative is married to an obstetrician who will be affected by the proposed legislation. The Representative can participate in the matter but files a disclosure of his wife's interest to eliminate any appearance of a conflict. There is no violation.

(g) Confidential information. Improperly disclosing or personally using confidential information obtained through your job is prohibited. (See Section 23(c))

Public employees may not improperly disclose confidential information, or make personal use of non-public information they acquired in the course of their official duties to further their personal interests.

III. After-hours restrictions.

(a) Taking a second paid job that conflicts with the duties of your public sector job is prohibited. (<u>See</u>, Section 23(b)(1))

A public employee may not accept other paid employment if the responsibilities of the second job are incompatible with his or her state job.

Example: A state police trooper may not work as a paid private security guard in the area where he serves because the demands of his private employment would conflict with his duties as a trooper.

Example: A State Senator may not take a second position counseling clients on how to receive favorable consideration in the Massachusetts Senate.

(b) <u>Divided loyalties</u>. Receiving pay from anyone other than the District to work on a matter involving the District is prohibited. Acting as agent or attorney for anyone other than the state in a matter involving the state is also prohibited whether or not you are paid. (See Section 4)

Because the Commonwealth is entitled to the undivided loyalty of its employees, a public employee may not be paid by other people and organizations in relation to a matter in

which the state has an interest. In addition, a public employee may not act on behalf of other people and organizations or act as an attorney for other people and organizations if the state has an interest in a matter. Acting as agent includes contacting the state in person, by phone, or in writing; acting as a liaison; providing documents to the state; and serving as spokesman.

A public employee may always represent his own personal interests, even before his own state agency or board, on the same terms and conditions that would apply to other similarly situated members of the public.

State Senators and State Representatives are not subject to Section 4. However, they may personally appear before state agencies for compensation other than their legislative salaries only on ministerial matters such as filing tax returns, permit and license applications, and incorporation papers, and in state court proceedings and quasi-judicial agency proceedings.

Example of violation: A public employee makes inquiries to another governmental agency about an investigation that the second governmental agency is conducting of his wife.

Example of violation: A state advisory commission member participates in matters at his agency that affect one of his private clients, and is compensated by the client for his work on its behalf.

Example where there is no violation: A State Senator is contacted by a constituent who has applied for benefits to a State agency, has not received a timely determination by the agency, and cannot get his calls to the agency returned. The Senator may call the agency on the constituent's behalf to inquire about the matter. The Senator's aide may also call the agency on the constituent's behalf to inquire about the matter without violating Section 4.

While many public employees earn their livelihood in public sector jobs, some state employees volunteer their time to the state or receive small stipends. Others may serve in a part-time state position which permits them to have other personal or private employment during normal working hours. In recognition of the need not to unduly restrict the ability of volunteers and part-time employees to earn a living, the law is less restrictive for these "special" state employees than for other state employees.

If a public sector position is a "special" state position, an employee holding that position may be paid by others, act on behalf of others, and act as attorney for others with respect to matters before state agencies other than his own, provided that he has not officially participated in the matter, and the matter is not now, and has not within the past year been, under his official responsibility, and is not pending before his own state agency.

Example: A part-time investigator for a state agency may work on her own time privately for a party litigating a case with a different state agency, provided that she has not participated in or had responsibility for the litigated matter in her state position.

(c) <u>Inside track</u>. Being paid by the state, directly or indirectly, under some second arrangement in addition to your job is prohibited, unless an exemption applies. (See Section 7)

A public sector employee generally may not have a financial interest in a state contract, including a second state job. A state employee is also generally prohibited from having an indirect financial interest in a contract that the state has with someone else. This provision is intended to prevent state employees from having an "inside track" to further financial opportunities.

Example of violation: A state employee accepts paid employment with a second state agency.

Example of violation: A state employee buys a surplus computer from his agency.

Example of violation: A state employee wants to work for a non-profit that receives funding under a contract with the state. Unless she can satisfy the requirements of an exemption under Section 7, she cannot take the job.

There are numerous exemptions. Some exemptions apply only to special state employees. Specific exemptions may cover State Senators and State Representatives, teaching and related activities in state facilities, providing services to state agency clients, and other specific situations. Please call the Ethics Commission's Legal Division for advice about a specific situation.

IV. After you leave public sector employment. (See Section 5)

(a) Forever ban. After you leave your public sector job, you may never work for anyone other than the public sector entity for whom you worked on a matter that you worked on as an employee of that public sector entity.

If you participated in a matter as a District employee, you cannot ever be paid to work on that same matter for anyone other than the District, nor may you act for someone else, whether paid or not. The purpose of this restriction is to bar former employees from selling to private interests their familiarity with the facts of particular matters that are of continuing concern to the District. The restriction does not prohibit former public sector employees from using the expertise acquired in government service in their subsequent private activities.

Example of violation: A former state employee works for a contractor under a contract that she helped to draft and oversee for the state.

(b) <u>One year cooling-off period</u>. For one year after you leave your District job you may not participate in any matter over which you had official responsibility during your last two years of public service.

Former public sector employees are barred for one year after they leave public sector employment from personally appearing before any agency of the District in connection with matters that were under their authority in their prior District positions during the two years before they left.

Example: A state employee negotiates a three-year contract with a company. The manager who supervised the employee, and had official responsibility for the contract but did not participate in negotiating it, leaves her job to work for the company to which the contract was awarded. The former manager may not call or write the state in connection with the company's work on the contract for one year after leaving the state.

(c) Partners. Your partners will be subject to restrictions while you serve as a public employee and after your state service ends.

Partners of public sector employees and former public sector employees are also subject to restrictions under the conflict of interest law. For example, if a state employee participated in a matter, or if he has official responsibility for a matter, then his partner may not act on behalf of anyone other than the state or provide services as an attorney to anyone but the state in relation to the matter.

Example: An architect serves on the state Architectural Access Board, and is responsible for every matter that comes before the Board. While he serves, his partners may not submit architectural plans for any clients seeking a variance from the Board.

Example: A former state agency general counsel joins a law firm as a partner. Her new partners cannot represent any private clients in connection with matters she litigated for the state for one year after her job with the state ended.

Example: A professional engineer formerly employed by a state agency joins an engineering firm organized as a partnership. His new partners cannot appear before his former agency in connection with matters that he worked on for the state for one year after his job with the state ended.

(d) Legislative and executive agents. For one year after you leave your state job you may not act as a legislative or executive agent before your former agency.

Example of violation: The chief of staff of a State Senator leaves his position. Three months later, he contacts his successor to lobby on behalf of a client.

This summary of the Massachusetts Public Sector Conflict of Interest Law is not intended to be legal advice and, because it is a summary, it does not mention every provision of the conflict law that may apply in a particular situation. You can find further information about how the law applies in many situations elsewhere on the Commonwealth of Massachusetts website. You can also contact the State Ethics Commission's Legal Division via this website, by telephone, or by letter.

4. EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of the Wachusett Regional School District that employment decisions be based on merit, qualifications, and competence. Except where required or permitted by law, employment practices will not be influenced or affected by virtue of an applicant's or employee's race, color, gender, religion, age, national origin, sexual orientation, or disability, or any other characteristic protected by law. In addition, the District intends to provide a work environment that is free of unlawful harassment of any kind. This policy governs all aspects of employment, promotion, assignment, discharge, and other terms and conditions of employment.

5. HIRING OF RELATIVES

It is well accepted that employment of relatives in the same area of an organization can cause conflicts and problems concerning disparate treatment. In these circumstances, all parties leave themselves open to charges of inequitable consideration in decisions concerning work assignments, transfer opportunities, time-off privileges, training and development opportunities, performance evaluations, promotions, demotions, disciplinary actions, and discharge.

It is the policy of the District that relatives of persons currently employed by the Wachusett Regional School District may be hired only if they will not be working directly for or directly supervising a relative. If already employed, these individuals cannot be transferred into such a reporting relationship. The District also abides by the rules set by the State Ethics Commission.

If two employees already employed by the District become related in accordance with the above definition, a case-by-case review shall be made. In some circumstances one of the employees may be transferred, or otherwise assigned. A waiver may be requested.

For the purposes of this practice, a relative is defined to include spouses, parents, children, adopted children, brothers, sisters, brothers-in-law, sisters-in-law, father-inlaw, mother-in-law, step-parents, step-siblings, step-children, uncles, aunts, nephews, and nieces.

6. STANDARDS FOR EMPLOYMENT

Pursuant to School Committee Policy P5241.11 **Policy Relating to Personnel Management** ***Standards for Employment*** (included in Appendix 1), an effective school program requires the services of individuals of integrity, high ideals, and human understanding. To that end, the Wachusett Regional School District shall attempt to hire candidates who meet these criteria.

All candidates for employment must disclose information regarding convictions for felonies and misdemeanors according to the regulations established by the Massachusetts Commission Against Discrimination (MCAD).

The District shall advise prospective employees that failure to disclose such information shall be grounds for non-employment with the District. The District shall ensure all

prospective employees, however, that conviction shall not be an automatic bar to employment.

The District shall instruct all personnel to disclose all convictions, other than a first conviction for any of the following misdemeanors: drunkenness, simple assault, speeding, minor traffic violations, affray, or disturbance of the peace, during the course of their employment. Disclosure shall be made within thirty (30) days of the conviction for any such offense. Failure and/or refusal to disclose shall constitute sufficient grounds for termination. However, convictions do not automatically lead to termination. The decision related to termination, probation, suspension, and/or reprimand shall be made based on the following:

1. Nature of offense
2. Date of offense
3. Relationship of offense to current or proposed job assignment
4. The work record of the employee, where applicable
5. Appropriate collectively bargained agreements

7. CRIMINAL HISTORY SYSTEMS BOARD / Fingerprinting

The Wachusett Regional School District is committed to employing only those staff who are eligible to be employed upon review of their Criminal Offense Record Information (CORI) obtained from the DCJIS accordance with MGL c.6 Section 172. Additionally a state and national fingerprint background check shall be obtained on staff who may have direct and unmonitored contact with children.

As a condition of employment, each new employee must provide an authorization, properly completed, signed and dated, that permits the District to obtain CORI information. In addition, each employee must, as a condition of employment, also provide an authorization, properly completed, signed and dated, that permits the District to obtain CORI information every three years thereafter.

l. CONDUCTING CORI SCREENING

Cori checks will only be conducted as authorized by DCJIS and MGL c.6, §.172 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. If requested, the candidates will be provided with a copy of the CORI policy.

ll. ACCESS TO CORI/Fingerprinting

All CORIs and Fingerprinting results obtained from DCJIS and the FBI are confidential, and access to the information must be limited to those individuals who have a "need to know." This may include, but is not limited to, hiring manager, staff submitting the 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 CORIs/ Fingerprinting results. The list will be updated every six (6) months and is subject to inspection upon request at any time.

lll. CORI / Fingerprint TRAINING

An informed review of a criminal record requires training. Accordingly, all personnel authorized to review or access CORI/Fingerprinting data at the District will review, and will be thoroughly familiar with, the educational and relevant training materials regarding laws and regulations governing such.

Additionally, to the extent the District is required by MGL c.6, s.171A, to maintain a CORI Policy, all personnel authorized to conduct criminal history background checks and/or to review CORI information will review, and will be thoroughly familiar with, the educational and relevant training materials regarding CORI laws and regulation made available by the DCJIS.

IV. USE OF CRIMINAL HISTORY IN BACKGROUND SCREENING

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

Checks will be made consistent with this policy and any applicable law or regulations regarding employment by a Massachusetts school district.

V. VERIFYING A SUBJECT'S IDENTITY

When a criminal record is accessed, 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 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/employee.

VI. INQUIRING ABOUT CRIMINAL HISTORY

In connection with any decision regarding employment or volunteer opportunities, the candidate shall be provided 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.

VII. DETERMINING SUITABILITY

While many position holders cannot work for the District if they have criminal records by virtue of the community of individuals we serve, with regard to other positions, if a determination is made, based on the information provided in section V above, 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 crime 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;

(i) Any other relevant information, including information submitted by the candidate or requested by the hiring authority.

VIII. ADVERSE DECISION BASED ON CORI/Fingerprinting

If an authorized official is inclined to make an adverse decision based on the results of a criminal history background check or fingerprint check, the applicant will be notified immediately. The subject shall be provided the District's Policy and a copy of the criminal history findings. The source(s) of the criminal history will also be revealed. The employee/volunteer/subject will be provided a copy of the DCJIS' ***Information Concerning the Process for Correcting a Criminal Record*.**

IX. <u>SECONDARY DISSEMINATION LOGS</u>

All CORIs /fingerprints obtained from DSJIS and the FBI are confidential. Wachusett will not disseminate criminal findings outside the organization. A secondary dissemination log will be maintained by the reviewer when the District is required by a court order to reveal criminal history findings outside of the agency.

8. IMMIGRATION LAW COMPLIANCE

The Wachusett Regional School District is committed to employing only United States citizens and aliens who are authorized to work in the United States, and complies with the Immigration Reform and Control Act of 1986.

As a condition of employment, each new employee must provide specified identification, properly complete, sign, and date the first section of the Immigration and Naturalization Service Form I-9. Before commencing work, newly hired employees must also complete the form if:

- The prospective employee has not previously filed an I-9 with the District;
- The prospective employee's previous I-9 is more than three years old; or,
- The prospective employee's previous I-9 is no longer valid.

9. OUTSIDE EMPLOYMENT

Employees of the Wachusett Regional School District may hold a job with another organization as long as they satisfactorily perform their job responsibilities with the District and provided further that any such outside job does not violate the above discussed conflict of interest law. Employees should consider the impact that outside employment may have on their health and physical endurance. All employees will be subject to the District's scheduling demands, regardless of any existing outside work requirements.

All employees are required to disclose immediately any outside employment that may conflict or have the appearance of a conflict with their regular employment. All disclosures must be placed on file in the Superintendent's Office with the Director of Human Resources.

If the District determines that an employee's outside work interferes with performance or the ability to meet the District's expectation, the employee may be asked to terminate the outside employment if wishing to remain employed by the District.

Outside employment will present a conflict of interest if it has an actual or potential adverse impact on the Wachusett Regional School District as determined by the District in its sole and exclusive discretion.

10. SEXUAL HARASSMENT

The District shall provide an educational and work environment free of sexual advances, requests for sexual favors, and other verbal or physical conduct or communications constituting sexual harassment as defined by law.

The District strives to maintain an environment free from discrimination and harassment, where employees treat each other with respect, dignity and courtesy.

This policy applies to all phases of employment, including but not limited to recruiting, testing, hiring, promoting, demoting, transferring, laying-off, terminating, paying, granting benefits and training.

I. Policy

A. Introduction. The District depends upon a work environment of tolerance and respect for the achievement of its goals. The District is committed to providing a working environment that is free of all forms of abuse or harassment. The District recognizes the right of all employees to be treated with respect and dignity.

Sexual harassment is a form of behavior that adversely affects the employment relationship. State and Federal law prohibit such behavior. Sexual harassment of individuals occurring in the workplace or in other settings in which individuals of the District may find themselves in connection with their employment is unlawful and will not be tolerated by the District. The District also condemns and prohibits sexual or other harassment by any applicant, client, vendor or visitor.

Because the District takes allegations of sexual harassment seriously, we will respond promptly to complaints of sexual harassment and where it is determined that inappropriate conduct has occurred, we will act promptly to eliminate the conduct and impose such corrective action as is necessary, including disciplinary action where appropriate, including discharge.

It is important to note that while this policy sets forth our goals of promoting a workplace that is free of sexual harassment, the policy is not designed or intended to limit our authority to discipline or take remedial action for workplace conduct which we deem unacceptable, regardless of whether that conduct satisfies the definition of sexual harassment.

B. Definition of Sexual Harassment. Sexual harassment does not refer to purely voluntary social activities. It refers to behavior which is not welcomed by the employee, which is personally offensive to him or her, and which undermines morale and/or interferes with the ability of the employee to work effectively. While it is not possible to list all of the circumstances that may constitute sexual harassment, depending upon the totality of the facts, including the severity of the conduct and its pervasiveness, following is a list of situations that could constitute sexual harassment.

- verbal abuse of a sexual nature;

- Subtle pressure for sexual activity;
- Inappropriate patting or pinching or other physical contact;

- Intentional brushing against a student's or employee's body;
- Any sexually motivated touching; Sexual remarks or jokes.
- use of sexually degrading words;
- jokes or language of a sexual nature;
- conversation or gossip with sexual overtones;
- obscene or suggestive gestures or sounds;
- sexually-oriented teasing;
- verbal comments of a sexual nature about an individual's appearance or sexual terms used to describe an individual;
- inquiries into one's sexual experiences;
- discussion of one's sexual activities;
- comments, jokes or threats directed at a person because of his/her sexual preference;
- unwelcome and repeated invitations (for lunch, dinner, drinks, dates, sexual relations);
- demand for sexual favors accompanied by an implied or overt threat concerning an individual's employment status or promises of preferential treatment;
- physical contact such as touching, hugging, kissing, stroking, fondling, patting, pinching or repeated brushing up against one's body;
- deliberate bumping, cornering, mauling, grabbing;
- assaults, molestations or coerced sexual acts;
- posting or distributing sexually suggestive objects, pictures, cartoons or other materials;

- sexually-oriented letters or notes;

- sending offensive or discriminatory messages or materials through the use of electronic communications (e.g., electronic mail, including the Internet, voice mail and facsimile) which contain overt sexual language, sexual implications or innuendo, or comments that offensively address someone's sexual orientation;

- staring at parts of a person's body; • sexually suggestive gestures, leering; and

- condoning sexual harassment.

Sexual harassment is not limited to prohibited behavior by a male employee toward a female employee. Sexual harassment can occur in a variety of circumstances. Here are some things to remember.

- A man as well as a woman may be the victim of sexual harassment, and a woman as well as a man may be the harasser;

- The harasser does not have to be the victim's supervisor;

- The victim does not have to be of the opposite sex from the harasser;

- The victim does not have to be the person at whom the unwelcome sexual conduct is directed. The victim may be someone who is affected by the harassing conduct, even when it is directed toward another person, if the conduct creates an intimidating, hostile, or offensive working environment for the co-worker or interferes with the co-worker's work performance.

Individual Responsibilities

Each individual of the District is personally responsible for:

- ensuring that his/her conduct does not sexually harass any other employee or person with whom the employee comes in contact on the job, such as an outside vendor;

- cooperating in any investigation of alleged sexual harassment by providing any information he/she possesses concerning the matter being investigated;

- actively participating in efforts to prevent and eliminate sexual harassment and to maintain a working environment free from such discrimination; and

- ensuring that an employee who files a sexual harassment claim or cooperates in an investigation may do so without fear of retaliation or reprisal.

C. The Rule. The District does not tolerate sexual harassment. It is, therefore, against the policy of the Company for any individual, male or female, to harass another individual sexually, that is, by making unwelcome sexual advances, requests for sexual favors, or other uninvited verbal or physical conduct of a sexual nature when:

- submission to such conduct is made either implicitly or explicitly a term or condition of an employee's employment;

- submission to, or rejection of, such conduct by an individual is made the basis for employment decisions affecting the employee;

- such conduct has the purpose or effect of interfering with an individual's work performance; or

- a hostile or intimidating work environment is created for the employee, or

- such conduct has the purpose or effect of interfering with an individual's work performance.

It is also against the policy of the District for an individual to sexually harass any person with whom the employee comes in contact on the job or to engage in any harassment or inappropriate or unprofessional conduct in the workplace.

II. Violation of Policy

Any individual violating this policy will be subject to appropriate discipline, including possible discharge.

III. Procedures for Complaints

Any employee who believes he or she has been the victim of sexual harassment should report the alleged sexual harassment under this policy and procedure as soon as possible. Complaints should be submitted in accordance with the following:

1. The building principal is the person responsible for receiving oral or written reports of sexual harassment at the building level. Upon receipt of a report, the principal will conduct an investigation into facts surrounding the alleged incident and attempt to resolve the incident. If the principal is unable to reach a resolution with the parties involved, then a written report will be forwarded to the Superintendent.

   In the event that an allegation of sexual harassment involves the Superintendent, the complaint must be filed with the Chairman of the School Committee, and the investigation will be conducted under the direction of the School Committee.

   In the event that an allegation of sexual harassment involves a principal, the complaints must be filed with the Superintendent, and the investigation will be conducted under the Superintendent's direction. Upon receipt of a report or complaint alleging sexual harassment, the Superintendent or School Committee Chairman, as applicable, will immediately authorize an investigation. This investigation may be conducted by a designated school district official or by an outside party designated by the Superintendent or School Committee, as applicable. The investigating party will provide a written report of the results of the investigation to the official authorizing the investigation. The Chairman of the School Committee will convey any such report received by him or her to the School Committee.

   The investigation may consist of personal interviews with the complainant, the individual(s) against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint. The investigation may also consist of any other methods and documents determined by the investigator to be relevant.

2. Submission of a complaint or report of sexual harassment by an employee will not affect his or her future employment or work assignments. However, submission of a complaint or report which is known by the employee submitting it to be false may result in disciplinary action.

3. The school district will respect the confidentiality of complainant and the individual(s) against whom the complaint is filed as much as possible, consistent with the school district's legal obligations and the necessity to investigate allegations of discrimination and sexual harassment and take disciplinary action when the conduct has occurred.

   In addition, immediate steps may be taken to protect the complainant, students, employees, or others pending completion of an investigation of alleged sexual harassment.

4. Any action taken in accordance with this policy will be consistent with the requirements of applicable collective bargained agreements, Massachusetts statutes and School Committee Policies.

5. If the investigation does not confirm the allegation of sexual harassment, the complaint will be dismissed. Upon receipt of a finding that a complaint is valid, the principal, Superintendent, or School Committee, as applicable, will take such action as is determined to be appropriate based on the results of the investigation and all the circumstances. A substantiated charge against a staff member, school volunteer or other adult connected with the school district will subject that person to disciplinary action, where possible, including but not limited to warning, suspension, and/or termination and to other appropriate action when discipline is not possible.

6. The result of the investigation of each complaint filed under these procedures will be reported in writing to the complainant and the subject of the complaint. The report will state whether any disciplinary action has been taken as a result of the complaint, but will not describe any such disciplinary action.

Any individual who retaliates against any person because he or she alleged sexual harassment or testified, assisted, or participated in an investigation proceeding or hearing related to a sexual harassment complaint will be subject to disciplinary action. Retaliation includes, but is not limited to, any form of intimidation, reprisal, or harassment.

The School Committee recognizes that not every advance or conduct of a sexual nature between students or between employees consists of harassment. Whether a particular action or incident is a personal, social relationship without an unlawful effect requires a determination based on all the facts and surrounding circumstances.

School district employees are expected to maintain the highest standards of conduct with regard to students however. Nothing in this policy will be deemed to sanction any conduct, verbal or physical, of a sexual nature, directed by an employee or other adult connected with the school district toward a student. No employee may engage in verbal or physical sexual conduct toward a student at any time.

In addition, every employee is required to report any incident of sexual harassment of a student by another employee, school volunteer, or other adult connected with the school district of which the employee has knowledge. An employee who receives a complaint from a student that the student has been sexually harassed is also required to report that complaint as provided in the School Committee's Sexual Harassment Policy and Procedures for Students. Failure to make any such report will subject the employee to disciplinary action.

Decision

After the response of the charged individual has been made, and any further investigation that may be warranted has been carried out, the District will make a final decision. Anyone found to have engaged in such wrongful behavior will be subject to appropriate discipline, which may include termination.

State and Federal Agencies

The Massachusetts Commission Against Discrimination ("MCAD"), located at 436 Dwight Street, Room 220, Springfield, MA 01103 (413) 739-2145, One Ashburton Place, Room 601, Boston, MA 02108 (617) 994-6000, or 455 Main Street, Worcester, MA 01608 (508) 799-8010 is responsible for enforcing the Massachusetts Sexual Harassment Law, and the U.S. Equal Employment Opportunity Commission ("EEOC") is responsible for enforcing the federal law prohibiting sexual harassment. The EEOC is located at JFK Federal Office Building, Government Center, Room 475, Boston, MA 02203. They may be contacted at the above addresses. A complaint to the MCAD must be filed within 300 days. A complaint under the federal law should be filed within 300 days.

Every employee is required to report any incident of sexual harassment of a student by another employee, school volunteer, or other adult connected with the District. Failure to make any such report will subject the employee to disciplinary action.

Please refer to School Committee Policy P5235, **Policy Relating to Personnel Management *Sexual Harassment*** for more information (Appendix 1).

11. MOTOR VEHICLE RESPONSIBILITIES

Employees who drive District motor vehicles are required to hold a valid driver's license at all times. Each employee who may be asked to use a District provided vehicle is required to present a valid license to the Director of Human Resources. The Director of Human Resources and your supervisor must be notified immediately should you receive a moving violation or have your driver's license revoked.

Generally, District motor vehicles are to be used for work-related transportation and for transportation to and from work. In order to be reimbursed for gasoline purchases, a dated and stamped receipt must be provided. Any other use of Company vehicles requires prior authorization from the Director of Human Resources. Employees involved in automobile accidents through their own negligence will be subject to disciplinary action.

Employees are expressly reminded that the District has or may install GPS locator devices on each of its District-provided vehicles and management will be able to determine at any moment where each of its vehicles are located and how long they have been at a particular location if they are not moving. EMPLOYEES ARE ALSO REMINDED THAT THEY ARE NOT ALLOWED TO TEXT WHILE DRIVING.

If you are involved in an accident in which any property damage or personal injury has occurred the following procedures should be followed:

1. Notify emergency assistance such as EMT if necessary.
2. Take photographs with the disposable camera provided and/or your cell phone camera of the following:

    a. view both vehicles showing position upon impact;

    b. intersection, street signs, traffic lights;

    c. damage to both vehicles;

    d. if someone fell from or near the District's truck, take a picture showing point of impact, fall or drop off point; and

    e. any fixed object struck.

3. Compose written report to the Superintendent's office printed or typed preferably as close to the time of the incident as possible and containing the following information:

   a. weather conditions, pavement conditions;

   b. other driver's name, address, phone number and if possible some information on vehicle owner if not the same;

   c. operator's license number; insurance Company, vehicle identification number, vehicle plate number and description of vehicle; and

   d. names and address of any witnesses, badge number and location of any attendant police officer.

12. TELEPHONE/SMART DEVICE USAGE

Texting, checking social media, and using one's cell phone can be huge time waster. With that in mind, we ask that you refrain from using your cell phone or checking personal email, texting, or using any non-work related social media during breaks or other non-work hours. In case of emergency, employees are advised to provide their friends and family with the District's main number and/or the main number of the school at which he or she works.

Section B Employment Status and Records

1. EMPLOYMENT APPLICATIONS

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

2. EMPLOYMENT APPOINTMENTS

An employee's effective date of employment, whether hourly, salaried, or stipend, from which salary will be determined, shall be the effective date assigned by the Superintendent and received by the employee, as contained in the Superintendent's letter of appointment. No employee may start work, hourly, salaried, or stipend, until such time as the Superintendent has signed a letter of appointment and distributed that letter of appointment to the employee. An employee will not be paid for any time worked prior to the receipt of an appointment letter from the Superintendent. Any time spent with the District prior to the effective date of employment, as contained in the Superintendent's letter of appointment shall be considered voluntary.

3. EMPLOYMENT CATEGORIES

It is necessary to clarify the definitions of employment classifications so that employees of the District understand their employment status and benefit eligibility.

Each employee is designated as either hourly or salaried. Hourly employees are entitled to overtime pay under the specific provisions of federal and state laws. Employees who are covered under these provisions are compensated for overtime after forty (40) hours at the rate of time and a half (1½) their regular hourly rate. Salaried employees are excluded from specific provisions of federal and state wage and hour laws. The provisions of the collectively bargained agreement between the employee union and the District shall be the final determinate.

Hourly Employees

Hourly Employees are those employees who are covered under the Fair Labor Standards Act (FLSA) and are paid for hours actually worked. Employees who are covered under these provisions are compensated for overtime after forty (40) hours at the rate of time and a half (1½) their regular hourly rate. The provisions of the collectively bargained agreement between the employee union and the District shall be the final determinate.

Salaried Employees

Salaried Employees are exempt from the overtime provisions of the FLSA. *Salaried Employees* normally work a minimum of thirty-five (35) hours per week, but may be required to work additional hours without additional compensation.

In addition to the above, each employee will belong to one or more of the following employment categories:

Full-Time

Full-Time Employees are those who are not in a temporary, intermittent, or probationary status and who are regularly assigned to work a full-time schedule. *Full-Time Employees* are eligible for the District's benefit package, subject to the terms, conditions, and limitations of each benefit program, and the terms of their union or employment contract.

Part-Time with Benefits

Part-time with Benefits Employees are those who are not in a temporary, intermittent, or probationary status and who are regularly scheduled to work a minimum schedule of twenty (20) hours per week. *Part-time with Benefits Employees* are eligible for benefits, subject to the terms, conditions, and limitations of each benefit program, and the terms of their union or employment contract.

Part-Time without Benefits

Part-Time without Benefits *Employees* are those who are not assigned to a temporary, intermittent, or probationary status and who are not regularly scheduled to work at least eighteen and three-quarters (18.75) hours in a thirty-seven and one-half (37.5) hour work week or twenty (20) hours in a forty (40) hour work week. They receive all state and federally mandated benefits. They are ineligible for all of the District's other benefit

programs except for Workers' Compensation coverage unless otherwise specified in a union or employment contract.

Probationary Full-Time and Part-Time

Probationary Employees are those whose performance is being evaluated in order to determine whether further employment will continue either as a new employee, in a new position, or other circumstances as mutually agreed between the employee and the District. Probationary periods are typically ninety (90) days in length. Employees who satisfactorily complete the probationary period will be notified of their appointment by the District. Completion of one's probationary period does not, except as may be provided in any applicable collective bargaining agreement or individual employment agreement, create any job protections.

Temporary

Temporary Employees are those who are hired as interim replacements, to supplement the work force, or to assist in the completion of a specific project. Employment assignments in this category are of a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status. *Temporary Employees* receive only those benefits mandated by state and federal laws. They are ineligible for sick Leave and holiday pay (if a holiday falls on a regularly scheduled work day).

Intermittent

Intermittent Employees are those who have established an employment relationship with the District but who are assigned to work on an intermittent and/or unpredictable basis. *Intermittent Employees* receive only those benefits mandated by state and federal laws. *Intermittent Employees* are ineligible for all other benefits except for Workers' Compensation coverage.

4. PERFORMANCE EVALUATIONS

District administrators and employees are expected to discuss job performance and goals on both a formal, yearly basis and on an informal, day-to-day basis. The District will try to perform a Formal Performance Evaluations for every employee annually.

These evaluations will provide both administrators and employees with opportunities to discuss performance, assignment, identify and correct weaknesses, encourage and recognize strengths, and discuss positive, purposeful approaches to meeting goals.

Performance evaluations are scheduled annually according to the administrator's schedule or individual union or employment contracts. Please review the individual union or employment contract for more specific information regarding performance evaluation.

The District uses performance reviews as a tool to determine pay increases, promotions and/or terminations.

All performance reviews are based on merit, achievement and other factors may include but are not limited to:

- Quality of work
- Attitude
- Knowledge of work
- Job skills
- Attendance and punctuality
- Teamwork and cooperation
- Compliance with company policy
- Past performance reviews
- Improvement
- Acceptance of responsibility and constructive feedback

Employees should note that a performance review does not guarantee a pay increase or promotion. Written performance evaluations may be made at any time to advise employees of unacceptable performance.

Except as provided by an applicable union collective bargaining agreement, evaluations or any subsequent change in employment status, position, or pay does not alter the employee's at will-relationship with the company.

Forward any questions about performance expectation or evaluation to the supervisor conducting the evaluation.

Except as required by law or applicable collective bargaining agreement, the District reserves the right to not conduct performance evaluations. In the event that the District does not conduct a performance evaluation it is expressly acknowledged that the District has not created any job protections for the employee or employees who did not receive a performance evaluation. Except as provided elsewhere in a collective bargaining agreement or individual employment agreement, at all times, all employees will remain employees' at-will.

5. PERSONNEL DATA CHANGES

Each employee shall promptly notify the District, in writing, of any changes in personal data, which may impact on their employment. Personal mailing addresses, telephone numbers, number and names of dependents, individuals to be contacted in the event of emergency, educational accomplishments, and other such status changes must be accurate and current at all times.

6. PERSONNEL FILES

Personnel files are the property of the Wachusett Regional School District, and access to the information contained therein is restricted except as may be required by state or federal laws or the judicial process. Only authorized representatives of the District, the employee, or the employee's designated representative with a legitimate reason to review information in a file are allowed to do so. With reasonable advance notice, an employee may review material and/or request a copy of any or all of the materials, at the employee's cost, in the employee's file, but only in the presence of the designated file custodian, the Director of Human Resources, and/or designee. With written authorization from the employee, the employee's representative may review and/or request copies of file contents.

All personnel files are kept in the Office of Human Resources at the Central Office. These files are locked after normal business hours with access limited as described above.

These files contain documentation regarding all aspects of the employee's tenure with the District, such as performance appraisals, beneficiary designation forms, disciplinary notices, and letters of commendation, among others.

To ensure that your personnel file is up-to-date at all times, notify the Director of Human Resources or his designee of any changes in your name, telephone number, home address, marital status, number of dependents, tax exemptions, emergency contact, beneficiary designations, scholastic achievements, the individuals to notify in case of an emergency, and so forth. The District will notify an employee within 10 days of our placing any information in your personnel file that may be used to negatively affect your qualification for employment, promotion, transfer or additional compensation. Moreover, the District will notify you within 10 days of any information placed in your personnel file that may reflect the possibility that you could be subject to disciplinary action.

A "personnel record" is a record kept by our District that identifies an employee and may affect or be used to consider that employee's qualifications for employment, promotion, transfer, additional compensation or disciplinary action. By law, an employee may request access to his or her personnel file to two separate occasions in a calendar year. Additionally, an employee's request to review his or her personnel file that originates from a notification of negative information added to the personnel record does not count toward the limit of two annually permitted reviews.

All personal changes affecting your employee record should be reported to Human Resources as soon as possible. These may include the following:

*Legal Name

*Address

*Telephone Number

*Marital Status

*Number of income tax exemptions

*Insurance beneficiary and dependent coverage

*Name and telephone number of person to call in case of an emergency

*Military Reserve Status

*Educational Achievements

*Special acknowledgments and or certifications

An employee's personnel file consists of the employee's employment application, withholding forms, reference checks, emergency information and any performance appraisals, benefits data or other appropriate employment-related documents.

It is the employee's responsibility to notify Human Resources of any changes in name, address, telephone number, marital status, number of dependents, military service status, beneficiaries or person to notify in case of an accident.

7. REFERENCE CHECKS

It is the policy of the Wachusett Regional School District to check the employment references and education of all applicants, in order to ensure that individuals who join the District are well qualified and have a strong potential to be productive and successful.

The Wachusett Regional School District will respond to written reference check inquiries on current employees. Responses to such inquiries will confirm only dates of employment, and positions held. No employment data will be released without a written authorization signed by the individual who is the subject of the inquiry. Employment verifications are to be issued only by the Office of Human Resources.

Section C Employee Benefit Programs

1. EMPLOYEE BENEFITS

Eligible employees in the Wachusett Regional School District are provided a wide range of benefits. A number of the programs, such as participation in mandated Retirement Systems, Workers' Compensation, and Unemployment Insurance, cover all employees in the manner prescribed by law. Some benefit programs require contributions from the employee.

Benefits eligibility is dependent upon a variety of factors, including the employee's classification and the employment contract or collectively bargained agreement. The employee's supervisor or the Office of Human Resources can identify the programs for which you are eligible.

The following benefit programs are available to eligible employees:

- Auto Mileage**
- Benefit Conversion at Termination
- Bereavement Leave*
- Educational Leave*
- Educational Financial Assistance
- Family Medical Leave
- Health Insurance
- Jury Duty Leave*
- Life Insurance
- Long Term Disability Insurance
- Maternity Leave
- Meal Allowances**
- Military Leave*
- Paid Holidays
- Parking
- Pension
- Personal Leave*
- Sick Leave*
- Special Leave*
- Tax-Sheltered Annuities
- Travel Allowances**
- Vacation Leave*
- Workers' Compensation

* Defined in Section D, Leave Benefits.
**Pursuant to School Committee Policy

2. INSURANCE BENEFIT GUIDELINES

WRSD Employee's Eligibility for Insurance

Full-time and part time employees who work at least twenty (20) hours per week are eligible to enroll in health insurance, effective the first day of employment. Full time and

part time employees who work twenty (20) or more hours per week are eligible for dental, life and voluntary life insurance within thirty (30) days of being hired. Employees who work thirty (30) or more hours per week per school year or work twenty (20) or more hours per week full year are eligible to enroll in long term disability insurance within thirty (30) days of being hired.

Health Insurance

Employees eligible to enroll in health insurance coverage through the District have ten (10) days from the date of hire to submit a completed enrollment insurance form(s) to the District to be eligible. The employee's health insurance policy would become effective the first date of employment.

If an employee decides not to enroll during the initial eligibility (within ten (10) days from the initial date of hire), the employee may elect to enroll during the District's open enrollment period, mid-April through mid-May of each year, without penalty. The employee's policy would then become effective July 1st.

If an employee has a qualifying event, the employee may enroll in the health insurance coverage through the District immediately upon the qualifying event without waiting for the District's open enrollment period. The employee is required to submit the qualifying event documentation to the District for eligibility approval.

If an employee is enrolling himself/herself and spouse in the District's health insurance, the employee must enroll as a family policy and not two individual policies. The District's current insurance guidelines with the current health and dental insurance carriers do not allow two individual policies unless both members are employees of the District.

The employee and the District share the cost of the monthly health insurance premium, pursuant to the Memorandum of Agreement between the Wachusett Regional School Committee and the Public Employee Committee.

If an employee should resign or leave involuntarily from the District, the employee may continue with the health insurance coverage through the District under Consolidated Omnibus Budget Reconciliation Act of 1965 (COBRA) for an eighteen-month period, or longer under certain qualifying circumstances. Teachers who have completed the school year and whose employee contributions for insurance were deducted from the compensation paid for services during the previous school year will be covered at the

employee rate through August 31st, pursuant to Massachusetts General Laws, Chapter 32B, Section 2.

If an employee retires from the District, the employee may continue with the employee's health insurance coverage as a retired employee at the above detailed apportionment of the premium detailed in the PEC agreement.

Dental Insurance

Employees eligible to enroll in dental insurance coverage through the District have thirty (30) days from the date of hire to submit a completed enrollment insurance form(s) to the District to be eligible. The employee's dental insurance policy would become effective on the employee's date of hire. There is no waiting period.

If an employee decides not to enroll during the initial eligibility (within thirty (30) days from the initial date of hire), the employee may elect to enroll during the District's open enrollment period.

If an employee has a qualifying event, the employee may enroll in the dental insurance coverage through the District immediately upon the qualifying event without waiting for the District's open enrollment period. The employee is required to submit the qualifying event documentation to the District for eligibility approval.

If an employee is enrolling himself/herself and spouse in the District's dental insurance, the employee must enroll as a family policy and not two individual policies. The District's current insurance guidelines with the current dental insurance carriers do not allow two individual policies unless both members are employees of the District.

The employee is responsible for 100% of the monthly dental insurance premium. The District does not contribute to the cost of dental insurance.

If an employee should resign or leave involuntarily from the District, the employee may continue with the employee's dental insurance coverage through the District under Consolidated Omnibus Budget Reconciliation Act of 1965 (COBRA) for an eighteenmonth period. Teachers who have completed the school year and whose employee contributions for insurance were deducted from the compensation paid for services during the previous school year will be covered at the employee rate through August 31st, pursuant to Massachusetts General Laws, Chapter 32B, Section 2.

If an employee should retire from the District, the employee may continue with the employee's dental insurance coverage as a retired employee. The retired employee is responsible for paying 100% of the dental insurance premium.

Life Insurance

Employees eligible to enroll in the *Basic $10,000.00 Life and Accidental Death and Dismemberment Insurance* have thirty (30) days from the employee's date of hire to submit the completed enrollment card to the District to be eligible. The employee's life insurance policy is effective on the first day of the following month from the date of hire. For example, if an employee's date of hire is the 23rd of the month, the employee's life insurance policy will be effective the first of the following month.

If an employee decides not to enroll during the employee's initial eligibility (within thirty (30) days from the employee's initial date of hire), the employee has the option of enrolling at a later date of the employee's choice. The employee would be required to complete an enrollment card along with an additional form, *Evidence of Insurability*. This additional form has medical questions that the employee is required to answer prior to the life insurance carrier approving the enrollment application.

The employee and the District share the cost of the monthly life insurance premium 50/50.

If the employee should resign or involuntarily leave the District, the employee may continue with their life insurance policy directly through the life insurance carrier. Teachers who have completed the school year and whose employee contributions for insurance were deducted from the compensation paid for services during the previous school year will be covered at the employee rate through August 31st, pursuant to Massachusetts General Laws, Chapter 32B, Section 2. The District is required to forward to the employee the necessary paperwork to continue their life insurance coverage.

If an employee should retire from the District, the employee may continue with the employee's life insurance policy as a retired employee of the District. The retired employee and the District share the monthly insurance cost. The retired employee is responsible for 95% of the cost and the District is responsible for 5% of the cost.

Group Voluntary Life Insurance

Employees are eligible to enroll in the *Group Voluntary Life and Accidental Death and Dismemberment Insurance Plan* as long as they have enrolled in the *Basic $10,000.00 Life*

Insurance Plan. Employees have thirty (30) days from the employee's date of hire to submit a completed enrollment form to the District in order to be eligible. The voluntary life insurance policy is effective on the first day of the following month from the date of hire.

Under the *Group Voluntary Life and Accidental Death and Dismemberment Insurance Plan*, the insurance carrier offers life insurance coverage for the employee, employee's spouse and dependent child(ren) from age 14 days to age 19 or to age 25 if the dependent child(ren) are full time students.

If an employee decides not to enroll during the employee's initial eligibility (within 30 days from the employee's date of hire) the employee has the option of enrolling at a later date of the employee's choice. The employee is required to complete an enrollment form along with an additional form, *Evidence of Insurability*. This additional form has medical questions that the employee is required to answer prior to the life insurance carrier approving the enrollment application.

The employee is responsible for 100% of the monthly insurance premium.

When an employee leaves employment through the District, the voluntary life insurance policy(s) through the District automatically ends. Teachers who have completed the school year and whose employee contributions for insurance were deducted from the compensation paid for services during the previous school year will be covered at the employee rate through August 31st, pursuant to Massachusetts General Laws, Chapter 32B, Section 2. The employee may continue the life insurance policy(s) directly through the life insurance carrier. The District is responsible for forwarding the necessary paperwork to the employee for the conversion privilege.

Long Term Disability Insurance

Employees who work twenty (20) or more hours per week, full year, or thirty (30) or more hours per week, school year, are eligible to enroll in long term disability insurance. Employees have thirty (30) days from the employee's date of hire to submit the employee's completed enrollment form to the District to be eligible. The employee's long term disability insurance policy is effective on the employee's date of hire. There is no waiting period.

If an employee decides not to enroll in the long term disability insurance within thirty (30) days of the employee's date of hire, the employee has the option of enrolling at a later

date of the employee's choice. The employee is required to complete an enrollment form along with additional information, *Declaration of Insurability Form*. This additional information has medical questions that the employee is required to answer before the long term disability insurance carrier will approve the enrollment application.

The employee is responsible for 100% of the insurance premium. Employees of the District that participate in the long term disability insurance are entitled to a salary stipend equivalent to 50% of the member's yearly insurance premium. Employees must show proof of enrollment to receive the salary stipend from the District.

The long term disability insurance policy is immediately terminated when the employee leaves employment voluntarily, involuntarily or retires from the District. Teachers who have completed the school year and whose employee contributions for insurance were deducted from the compensation paid for services during the previous school year will be covered at the employee rate through August 31st, pursuant to Massachusetts General Laws, Chapter 32B, Section 2. This benefit is only for actively working employees of the District. The District reserves the right to terminate its long term disability insurance policy at any time.

Medicare Eligible – Active Employees

If an employee of the District is actively working and turns age 65 and is Medicare eligible and has health insurance coverage through the District, his/her current health plan will remain the primary insurance carrier and Medicare will become the secondary insurance carrier.

When the employee retires from the District, Medicare insurance will become the employee's primary insurance carrier and the employee's Medicare plan through the District would become the secondary insurance carrier. If the employee is eligible for Medicare Part B and the employee did not elect to enroll in Medicare Part B while actively working, that employee must enroll in Medicare Part B, without penalty, within 30 days of retirement.

Medicare Eligible – Retired Employees of WRSD

When a retired employee of the District turns age 65 and is Medicare eligible, the retired employee of the District must enroll in a Medicare plan with the District. This applies to the retired employee as well as the employee's spouse.

COBRA Insurance Coverage – Former Employees

If an employee is enrolled in either health and/or dental insurance through the District and should voluntarily or involuntarily leave the District, the former employee is eligible to continue with health and/or dental insurance. Teachers who have completed the school year and whose employee contributions for insurance were deducted from the compensation paid for services during the previous school year will be covered at the employee rate through August 31st, pursuant to Massachusetts General Laws, Chapter 32B, Section 2. Pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1965 (COBRA), the former employee is eligible to continue with the dental insurance coverage under COBRA through the District for a period of 18 months. Pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1965 (COBRA), the former employee is eligible to continue with the health insurance coverage under COBRA through the District for a period of eighteen (18) months.

For dental insurance, the former employee has sixty days from the date of notice by the District or the date coverage ceases, whichever occurs later, to notify the District of the former employee's election to participate in COBRA health and/or dental insurance coverage. The former employee is responsible for 101% of the insurance premium. The District invoices the former employee on a quarterly basis but the insurance premium is due monthly, on the first of each month.

If an employee of the District should pass away the surviving spouse and dependent child(ren) are eligible to continue with health insurance under COBRA through the District for a period of 36 months. The surviving spouse and eligible dependent child(ren) would be responsible for 101% of the insurance premium. The District invoices the surviving spouse on a quarterly basis but the insurance premium is due monthly, on the first of the month.

If an employee of the District should pass away the surviving spouse and dependent child(ren) are eligible to continue with dental insurance coverage through the District. The surviving spouse and dependent child(ren) are eligible to continue with the dental coverage under COBRA through the District for a period of 36 months. The surviving spouse and eligible dependent child(ren) would be responsible for 101% of the insurance premium. The District invoices the surviving spouse on a quarterly basis but the insurance premium is due monthly, on the first of the month.

If an employee of the District was enrolled in a family health insurance plan for both himself/herself and ex-spouse and either the employee or ex-spouse should remarry, the ex-spouse is immediately terminated from the insurance plan effective on the marriage date.

Health Insurance Benefits – Retired Employees of WRSD

When an employee of District retires from his/her position in the District under a State retirement plan, the employee may continue with the employee's health insurance coverage as a retired employee according to the parameters of the PEC agreement.

A retired employee can only convert his/her individual policy to a family policy after the employee's retirement date if there is a qualifying event to change the individual policy to a family policy. Examples of some qualifying events are: marriage, birth of a child, legal guardianship or adoption of a dependent child, dependent child becomes an eligible full-time student on the exact same date as the employee was to retire.

If a retired employee has not maintained health insurance coverage through the District as an employee or as a retired employee and was eligible for health insurance benefits at the time of retirement, the retired employee has the option of enrolling during the District's open enrollment period or if there is a COBRA qualifying event. The retired employee has the option of enrolling in an individual plan or a family plan for his/her spouse and/or dependent children.

Monthly Health Insurance Premium

Monthly health insurance premiums will be part of the PEC agreement. If the retired employee is a member of the Massachusetts Teacher Retirement System (MTRS) or Worcester Regional Retirement System (WRRS), the retired employee will have the monthly insurance premium deducted from the retired employee's monthly pension check. If the retired employee is not a member of Massachusetts Teacher Retirement System (MTRS) or Worcester Regional Retirement System (WRRS), the District will automatically invoice the retired employee for the monthly insurance premium. The District will mail quarterly invoices but the retired employee is responsible for paying the monthly premium each month. If the retired employee wishes to pay the insurance premium quarterly, the retired employee may do so; otherwise payments are due on the first of each month. If a retired employee is residing out of State and the District's health insurance policies will not cover the employee and his family for routine medical care, the employee may enroll in a health insurance program where he/she resides. The

District, upon proper certification, will reimburse the retiree for 50% of the cost of the premium or 50% of the cost of the District's comparable program, whichever is less.

Health Insurance Coverage for a Surviving Spouse and/or Dependent Child(ren) of a Deceased Retired Employee of WRSD

If a retired employee of the District, who has maintained family health insurance coverage for his/her spouse and/or dependent child(ren) through the District and has passed away, the surviving spouse and/or dependent child(ren) may continue the health insurance coverage through the District's group coverage at the retiree rate. If the surviving spouse should remarry the health insurance through the District automatically ends. If the dependent child(ren) should reach age 19 or age 25 for full time students, the family health insurance coverage automatically ends and the spouse can enroll in an individual policy through the District. If the surviving spouse and/or dependent child(ren) should voluntarily cancel their health insurance coverage through the District's group coverage, the surviving spouse and/or dependent child(ren) cannot re-enroll.

If a retired employee of the District, who has maintained an individual health insurance policy through the District, has passed away, the surviving spouse and/or dependent child(ren) may obtain family or individual health insurance coverage through the District's group policy during the District's open enrollment period or if the surviving spouse experiences a COBRA qualifying event. The surviving spouse and/or dependent child(ren) would have coverage at the retired employee rate. If the surviving spouse should remarry, insurance coverage through the District automatically ends. If the dependent child(ren) should reach age 19 or age 25 for full time students, the spouse can enroll in an individual policy through the District. If the surviving spouse and/or dependent child(ren) should voluntarily cancel their health insurance coverage through the District's group coverage, the surviving spouse and/or dependent child(ren) cannot re-enroll.

If a retired employee of the District who never had health insurance coverage as an employee of the District or if a retired employee of the District has passed away, the surviving spouse and/or dependent child(ren) may obtain family or individual health insurance coverage through the District's group coverage during the District's open enrollment period or if the surviving spouse experiences a COBRA qualifying event. The surviving spouse and/or dependent children would have coverage at the retiree rate for

life. If the surviving spouse should remarry, the health insurance through the District automatically ends. If the dependent child(ren) should reach age 19 or age 25 for full time students, the family health insurance coverage automatically ends and the spouse can enroll in an individual policy through the District. If the surviving spouse and/or dependent child(ren) should voluntarily cancel the health insurance coverage through the District's group coverage, the surviving spouse and/or dependent child(ren) cannot re-enroll.

If an employee of the District should pass away the surviving spouse and dependent child(ren) are eligible to continue with dental insurance coverage through the District. The surviving spouse and dependent child(ren) are eligible to continue with the dental coverage under COBRA through the District for a period of 36 months. The surviving spouse and eligible dependent child(ren) would be responsible for 101% of the insurance premium. The District invoices the surviving spouse on a quarterly basis but the insurance premium is due monthly, on the first of the month.

Should the spouse remarry, the insurance coverage through the District automatically ends. If the dependent child(ren) reach the age of 19, or age 25 for full time students, the family insurance coverage automatically ends through the District and the spouse may convert to an individual policy. If the surviving spouse and/or dependent child(ren) voluntarily cancel the health and/or dental insurance coverage through the District, the option to re-enroll at a later date will not be available.

3. WORKERS' COMPENSATION INSURANCE

The Wachusett Regional School District provides a comprehensive Workers' Compensation program at no cost to employees. This program covers any injury or illness sustained in the course of employment that requires medical treatment.

The District provides insurance to compensate for any illness or injury an employee might suffer while working on company premises, traveling on official company business, or attending an activity officially sponsored by the District. All work-related accidents, regardless of how minor they appear to be, must be reported to the office immediately. These injuries are insured through the Worker's Compensation Laws of

Massachusetts and you will be instructed in the proper procedure to use in the event of such an accident. This procedure is for your protection in case you incur medical bills, or lose time on the job as a result of the accident.

Any employee who sustains a work-related injury or illness must inform their supervisor or building administrator immediately. A *First Report of Injury Form* must be completed and signed before any determination of liability will be made. No matter how minor an on-the-job injury may appear, it is important that the report be sent or faxed (508 829-1680) to the Office of Human Resources within twenty-four (24) hours or the next business day. This will enable an eligible employee to qualify for coverage as quickly as possible. (See "Accidents at Work", Section F, Working Conditions).

In case of absence due to an industrial accident, the District agrees to allow the employee to make up the difference between regular take home pay and the amount received from workers compensation. The amount of such difference shall be charged against the employee's accrued sick leave. If no sick leave is available, the employee may not recover any difference in pay.

To provide for payment of your medical expenses and for partial salary continuation in the event of a work-related accident or illness, you are covered by workers' compensation insurance. The amount of benefits payable and the duration of payment depend upon the nature of your injury or illness. In general, however, all medical expenses included in connection with an injury or illness is paid in full in accordance with the following procedures:

1. Covered employees are required to obtain treatment within the preferred provider organization for the first scheduled appointment or the worker may incur the responsibility to pay for such an appointment, unless the type and specialty of provider is not available through the preferred provider network.

2. Covered injured workers may seek medical services outside the network, after initial scheduled appointment, without incurring any obligation to pay for such subsequent services, if you so desire.

3. Covered employees will not be charged for co-payments or deductibles for compensable injuries.

Coverage begins on the first day of employment. This insurance covers an injury or illness sustained in the course of employment that requires medical, surgical, or hospital

treatment. Subject to applicable legal requirements, workers' compensation insurance provides benefits after a short waiting period or, if the employee is hospitalized, immediately. Any employee who sustains a work-related injury or illness should immediately inform his/her supervisor. No matter how minor an on-the-job injury may appear, it is important to be reported immediately. This will enable employees to qualify for coverage as quickly as possible and the District to report injuries as required by state law in a timely fashion.

You must also report the details to your supervisor immediately. And you must complete a report for every injury, no matter how small, to keep the coverage in force and to get any benefits or other compensation to which you may be entitled.

Any employee covered by the District's insurance plans who is currently paying for any insurance coverage must continue to make such insurance payments during the worker's compensation leave of absence. Failure to make such payments may result in termination of the employee's coverage.

An employee out of work for a protracted period of time due to any injury whether on the job, or for any other medical reason, including sickness, must contact the Office of Human Resources at least once a week. This is done to provide some insight as to the return of an injured employee and the scheduling of the department in his/her absence. If time lost exceeds two (2) days, a doctor's note may be required upon returning to work.

Bills and Excuse Notes

All medical treatment bills should be sent to the Office of Human Resources, Jefferson School, 1745 Main Street, Jefferson, Massachusetts 01522 to expedite processing. The Office of Human Resources and the employee's supervisor or building administrator will need copies of medical excuse note(s) from the doctor(s) including the projected return to work date and restrictions, if any. The employee is required to provide an excuse note(s) for all days unable to work.

4. AUTOMOBILE MILEAGE, PARKING, TOLLS REIMBURSEMENT

Pursuant to School Committee policy, the District will reimburse District employees for privately-owned vehicle expenses incurred in connection with conducting District

business including mileage, parking, and tolls. The District will not reimburse commuting expenses. Mileage shall be reimbursed at rates established by the United State Internal Revenue Service for standard business expenses. All claims for reimbursement shall be made on District-approved forms and must be submitted no later than thirty (30) days after the date that the expense was incurred.

Further information is contained in School Committee Policy P5273.2 *Policy Relating to Personnel Management* **Reimbursement Mileage, Parking, Tolls,** which is included in Appendix 1.

If there is a conflict between this policy and the terms of a collectively bargained agreement applicable to an employee seeking reimbursement, the terms of the applicable collectively bargained agreement shall prevail.

5. MEAL REIMBURSEMENT

Pursuant to School Committee Policy, the District shall not pay for, or reimburse District employees and their guests for restaurant meals, catered meals, or other food or beverages, except as provided below. Under no circumstances shall the District pay for or reimburse District employees or their guests for alcoholic beverages. Requests for reimbursement and supporting documentation must be submitted within thirty (30) calendar days after the expense is incurred on District-approved forms. Documentation for reimbursement must include dated itemized receipts, an explanation of the District business being conducted with the names and titles of the persons participating in the business and for whom meal, food, and/or beverages were paid, and the date, time, and location such business was conducted.

This policy shall not apply to:

- Refreshments provided for teacher education programs, workshops or in-service days held in the schools;
- Refreshments provided at school or District administration sponsored programs and events held on school grounds;
- School Committee sponsored recognition dinner programs held at a district school and prepared by District cafeteria workers; and
- Meal and non-alcoholic beverage expenses incurred in connection with employee travel, which is addressed below.

Further information is contained in School Committee Policy P5264.1 ***Policy Relating to Personnel Management*** **Payment or Reimbursement for Meals**, which is included in Appendix 1.

If there is a conflict between this policy and the terms of a collectively bargained agreement applicable to an employee seeking reimbursement, the terms of the applicable collectively bargained agreement shall prevail.

6. EMPLOYEE TRAVEL FOR WORKSHOPS, CONFERENCES, VISITATIONS

An employee seeking reimbursement for travel expenses (except for mileage, parking, and tolls, which are addressed above) shall request prior approval for such travel using the requisite District form. The form shall include the cost and purpose of the travel and the date(s). Prior to incurring any expenses:

- All school-based employees must obtain prior written approval for the travel from the building principal and the Superintendent;
- All central Office employees must obtain prior written approval for the travel from the Superintendent; and
- The Superintendent must obtain prior written approval from the Business/Finance Subcommittee.
- Upon completion of the pre-approved travel, the employee shall file the appropriate District approved reimbursement form(s) that will detail all expenses incurred, along with receipts for all expenses. The employee must attach a copy of the written approval authorizing the travel to his/her reimbursement form(s). Further information is contained in School Committee Policy P5273.3 ***Policy Relating to Personnel Management*** **Employee Travel for Workshops, Conferences, Visitations**, which is included in Appendix 1.

If there is a conflict between this policy and the terms of a collectively bargained agreement applicable to an employee seeking reimbursement, the terms of the applicable collectively bargained agreement shall prevail.

7. HOLIDAYS

The Wachusett Regional School District is closed for business on the following holidays:

- New Year's Day (January 1)
- Martin Luther King Day (third Monday in January)
- Presidents' Day (third Monday in February)
- Patriots' Day (third Monday in April)
- Memorial Day (last Monday in May)
- Independence Day (July 4)
- Labor Day (first Monday in September)
- Columbus Day (second Monday in October)
- Veterans' Day (November 11)
- Thanksgiving Day (fourth Thursday in November)
- Day after Thanksgiving
- Christmas Eve Day
- Christmas Day

Holidays falling on Sunday will be observed one day later, on Monday. Saturday holidays are observed one day earlier, on Friday.

Holiday Pay:

Represented/Contract Employees:

In accordance with the guidelines set forth in individual employment or collectively bargained contracts and District policy, the Wachusett Regional School District will provide holiday pay to eligible employees.

Unrepresented Non-Contract Employees:

Full time/full year staff and part time/full year staff who are scheduled to work twenty (20) hours or more per week will be granted holiday pay when the District is closed for business for the above stated holidays**.**

If an employee questions whether he/she is paid for any of the holidays listed above, please consult your individual collective bargaining agreement, individual employment contract or the Office of Human Resources.

8. EDUCATIONAL FINANCIAL ASSISTANCE

The Wachusett Regional School District endorses professional development and growth including participation in continuing education. Employees may qualify for tuition reimbursement for courses. Please refer to your collectively bargained agreement or individual employment contract for specific eligibility and rate of reimbursement. Participation in educational programs must be authorized in writing by your building administrator or department supervisor and the Superintendent or designee. Successful completion of accredited courses with a minimum grade of "B" is required.

9. RETIREMENT BENEFITS

Part-Time and Temporary Employees

The Wachusett Regional School District participates in the Commonwealth of Massachusetts Deferred Compensation Plan as a result of accepting the provision of Massachusetts General Laws Chapter 29, Section 64D, in accordance with the Omnibus Budget Reconciliation Act of 1990 (OBRA). As a part-time, temporary, or seasonal employee of the District, you are required to contribute a percentage, set by the District, of your compensation to the Commonwealth's Deferred Compensation Plan, in lieu of having to pay FICA taxes. The minimum contribution required by state law is 7.5% of your gross compensation per pay period. If you have any questions regarding OBRA, you should direct those to the Office of Human Resources or the Payroll Office.

Full-Time and Part-Time Employees with Benefits

Employees whose positions require they be certified by the Massachusetts Department of Elementary and Secondary Education (DESE) to participate in the Massachusetts State Teachers' Retirement System (MTRS). All other non-certified employees participate in the Worcester Regional Retirement System (WRRS).

Employees who have creditable service with other government agencies in Massachusetts who participate in the State Retirement System may request their contributions and years of service be transferred, along with their original eligibility date, to one of the above retirement systems according to established rules and regulations.

10. TAX SHELTERED ANNUITIES

Tax sheltered annuity (403) (b) plans are available to employees wishing to supplement their retirement and defer federal and state income taxes. Such plans are established as a salary reduction agreement. The contract is between the employee and an authorized investment firm. These plans are 100% employee funded. For information about these funds, consult a financial advisor.

11. LONGEVITY

Your collectively bargained agreement or individual employment contract may provide for longevity. Please refer to such agreement(s) for specific provisions of longevity payments.

Section D Leave Benefits

1. SICK LEAVE

***Represented/Contract Employees*:**

Consult the individual collectively bargained agreement or individual employment contract to determine the benefits to which the employee is entitled.

***Unrepresented Non-Contract Employees*:**

Unrepresented Non-Contract Employees: During the first five (5) years of employment, full-time, full-year and full-time, school year staff will accrue sick leave at the rate of twelve (12) days per year, cumulative to one hundred eighty (180) days. After completing five (5) years of employment, full-time, full-year and full-time, school year staff will accrue sick leave at the rate of fifteen (15) days per year, cumulative to one hundred eighty (180) days. Full-time is considered thirty (30) hours or more per week, prorated to award on basis of hours per week, with requirement of an average of twenty (20) hours worked per week, to receive this benefit.

For illness of an Unrepresented Non-Contract employee's immediate family, which necessitates the employee's absence from work, up to five (5) days per year may be charged to the employee's personal sick leave.

Unrepresented Non-Contract Employees who are full time or part time with benefits are eligible for sick leave benefits. Full-time is thirty (30) hours or more per week, prorated to award on basis of hours worked per week, with requirement of minimal employment to average twenty (20) scheduled hours per week.

Upon termination, unused sick leave is relinquished by the employee and returned to the District. Any employee in this category who had sick days accrued prior to September 1, 1994 had such days carried forward. *Unrepresented Non-Contract Employees* should contact the Office of Human Resources with questions regarding their individual accrual rates.

2. PERSONAL LEAVE

***Represented/Contract Employees*:**

In accordance with the guidelines set forth in individual employment or collectively bargained contracts and District policy, the Wachusett Regional School District will provide paid personal leave to eligible employees who wish to take time off from work duties to fulfill personal obligations. Full-time employees and part-time with benefits employees are eligible to take a Personal Leave, in accordance with any procedures required to do so under the applicable collective bargaining agreement.

***Unrepresented Non-Contract Employees*:**

Consistent with School Committee Policy, the District will provide up to three (3) days per year which may be used for personal leave at full pay, with prior approval of the Superintendent or designee, for the purpose of conducting personal business that must be conducted during regular work hours. Employees' unused personal days shall be converted to unused sick days and be added to the employee's total sick day accrual at the end of the fiscal year. *Unrepresented Non-Contract Employees* must be scheduled for an average of twenty (20) hours per week to receive this benefit. Requests for personal leave will be evaluated based on a number of factors, including, but not limited to, anticipated operational and educational requirements and staffing considerations during the proposed leave of absence.

3. BEREAVEMENT LEAVE

If an employee wishes to take time off due to the death of an immediate family member, the employee shall notify their supervisor or building administrator as soon as possible. Approval of Bereavement Leave will occur in the absence of unusual operating requirements.

***Represented/Contract Employees*:**

The Wachusett Regional School District will provide bereavement leave to eligible employees who wish to take time off from work duties in the event of the death of a member of an employee's family in accordance with the guidelines set forth in individual employment or collectively bargained contracts and District policy.

***Unrepresented Non-Contract Employees*:**

In the event of the death of a member of an employee's immediate family (e.g., husband, wife, parent, parent-in-law, son, daughter, brother, sister, stepchild, grandparent, grandchild), an *Unrepresented Non-Contract Employee* will be allowed to take up to five (5) bereavement days at full pay per event.

In the event of the death of an aunt, uncle, niece, or nephew who lives at an address other than that of the employee, an *Unrepresented Non-Contract Employee* will be allowed to take up to one (1) bereavement day at full pay per event.

Any employee may, with the approval of the Superintendent or designee, use any available paid leave for additional time off. All other provisions relative to Bereavement Leave are subject to the respective collective bargaining agreements and employment contracts.

4. VACATION LEAVE

The following employee classifications are eligible for vacation benefits according to the guidelines set forth in District procedures and in conformance with individual union and employment contracts:

- Full-time Employees
- Part-time with Benefits Employees

- Probationary Employees

Represented/Contract Employees:

The Wachusett Regional School District will provide vacation leave to eligible represented/contract employees in accordance with the guidelines set forth in individual employment or collectively bargained contracts and District policy.

Unrepresented Non-Contract Employees:

Unrepresented non-contract full time/full year and part time/full year employees who are scheduled to work twenty (20) hours or more per week, will be granted vacation leave in accordance with the following: the employee will be granted 0.833 days per full month worked until July 1, then ten (10) days vacation per year through five completed years of employment, fifteen days vacation per year for six through ten (6-10) completed years of employment and twenty (20) days vacation per year after ten completed years of employment and thereafter. Vacation leave accrual will begin with date of hire into a position eligible for the benefit.

Full time/full year unrepresented non-contract employees who currently are accruing at a higher rate will maintain the current higher rate until such time as they are compatible with the schedule. All accrued vacation must be used by June 30 of each year.

IMPORTANT NOTE: Vacation time is not cumulative from year to year.

If you are an unrepresented non-contract employee, contact the Office of Human Resources with questions regarding vacation.

Calculations

Employees who have satisfied all eligibility requirements shall either accrue vacation on a monthly basis or may be awarded that upcoming year's vacation on July 1 of that year. Please consult your individual collective bargaining agreement or individual employment contract to determine the method of calculation. Vacation pay will be calculated based on the employee's straight-time pay rate in effect when vacation benefits are used. Vacation pay does not include any special form of compensation.

Prorating Vacation

Those employees who have satisfied all eligibility requirements and accrue vacation on a monthly basis will be paid out all accrued but not taken vacation upon separation from employment with District. Those employees who have satisfied all eligibility requirements and who are advanced access to vacation for the upcoming year on July 1 will have the vacation amount due them upon separation for that year prorated based upon the proportion of time actually worked by the employee in that fiscal year which began in July. If any excess vacation days have already been used, the employee will compensate the District for them.

Requests

Employees who have satisfied all eligibility requirements must submit vacation requests to their building administrator or supervisor. Requests will be evaluated based upon various factors, including anticipated operating requirements and staffing considerations during the proposed period of absence. Vacation shall be approved at the discretion of the building administrator and Superintendent or designee and at the convenience of the District.

5. FAMILY MEDICAL LEAVE

The District abides by the provisions of the 1993 *Family and Medical Leave Act* (FMLA). All eligible employees are entitled to up to twelve (12) weeks of unpaid leave for certain family and medical reasons in a one (1) year period. Employees are eligible for FMLA if they have worked for the District for at least one (1) year, and for one thousand two hundred and fifty (1,250) hours over the previous twelve (12) months.

Unpaid FMLA leave must be granted for any of the following reasons:

- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

The use of available vacation time is subject to District approval for any of the above reasons. The use of available sick time is only applicable when the employee has a serious health condition. The District requires all employees applying for a FMLA to submit a written request to the Superintendent of Schools.

6. PARENTAL LEAVE

Pursuant to the Massachusetts Parental Leave Act (formerly the Massachusetts Maternity Leave Act), upon application of the employee, a Parental Leave of Absence without pay shall be granted to eligible employees who have been so employed at least three (3) months before said application. The leave is to commence at the time of the birth of the baby or other qualifying event provided under the statute and to extend for a period not to exceed eight (8) weeks from the date of birth of the baby or the start of any other statutorily approved basis for the parental leave. The employee on Parental Leave may use accrued personal, and vacation time. If the employee's doctor has executed the Physician's Certification, the employee on Maternity Leave may use accrued sick time. The District shall have the option of filling the vacant position temporarily for the period of absence. The provisions of the Massachusetts Parental Leave Act (MPLA) also provide for leave upon the arrival of the adopted child. This leave is unpaid. Please refer to your individual employment or collectively bargained contract for more details on Parental Leave.

7. SMALL NECESSITIES LEAVE

Pursuant to School Committee Policy P5281.8 **Policy Relating to Personnel Management** ***Small Necessities Leave*** (Appendix 1) and Massachusetts General Laws Chapter 149, Section 52D, the Wachusett Regional School District provides eligible employees with leave as governed by the Massachusetts *Small Necessities Leave Act* (SNLA) as set forth below.

Eligible employees may be entitled to take up to twenty-four (24) hours of unpaid leave during any rolling twelve (12) month period for any of the following covered purposes:

A) Participation in school activities of a son or daughter as long as those activities are directly related to the educational advancement of the child (e.g., parent-teacher conferences, interviews for a new school);

B) Accompanying a son or daughter to routine health care appointments, including medical and dental appointments;

C) Accompanying an elderly relative (defined as an individual at least sixty (60) years of age related to the employee by blood or marriage) to routine health care appointments, including medical and dental visits;

D) Accompanying an elderly relative to an appointment for professional services related to the individual's care, such as interviewing for a nursing home or group care facility.

Leaves covered by the law and this policy will be referred to in this policy as SNLA leave. Any leave taken by an eligible employee for any reason(s) covered by state law or this policy will be considered SNLA leave and will be credited as such in school records, even if the employee does not specifically identify it as leave under this law or policy. School policies are intended to comply with the applicable state law, and no benefit is intended in excess of the applicable law.

***Eligibility for leave*:**

Generally, an employee who has been employed by the District for at least twelve (12) months and has worked at least on thousand two hundred fifty (1,250) hours during the twelve month period immediately prior to the commencement of the leave may be eligible for SNLA leave for any of the purposes listed above.

Duration of leave:

An employee may take up to twenty-four (24) hours of SNLA leave within any rolling twelve (12) month period, measured backward from the date any leave is used. SNLA leave may be taken in half-day increment blocks, up to the maximum amount of leave time available.

Requests for leave:

In the event of foreseeable leave, employees are expected to submit a written request for leave forty-eight (48) hours prior to the anticipated commencement of the leave. Where leave is not foreseeable, notice must be given as soon as is practicable, but not less than one-day prior to the leave.

Pay during SNLA leave:

Employees are required to use paid vacation or personal time off, if available, during the time taken for SNLA leave. Any paid time off used is exhausted simultaneously with an employee's entitlement to SNLA leave. If the employee has no paid time off available, then the leave will be unpaid.

Certification:

An employee may be required to submit a certification form from the health care provider or administrator visited during the leave. It is the employee's responsibility to ensure that the certification form is completed and returned to the Office of Human Resources. If an employee fails to obtain the appropriate medical certification of the need for the leave, the District reserves the right to refuse to SNLA leave or to refuse to allow an employee to remain on SNLA leave.

8. JURY DUTY LEAVE

The Wachusett Regional School District encourages employees to fulfill their civic responsibilities by serving jury duty when required. Employees selected for jury duty shall receive their regular daily rate of pay for the first three (3) days of jury service. For any additional days of service, the District will pay the difference between regular straight time rate of pay and any payment received for jury service. The employee will be required to present proper evidence of jury service and the amount of compensation for such service, exclusive of travel and meal allowances.

Either the District or the employee may request an excuse from jury duty if, in the District's judgment, the employee's absence would create serious operational difficulties.

All insurance benefits shall remain in full effect during the term of the jury duty absence provided the employee continues to make co-payments as required. Accrual of benefits calculations, such as Vacation, Sick Leave, or Holiday benefits, will not be affected during unpaid jury duty leave.

9. MILITARY LEAVE

A Military Leave of Absence without compensation shall be granted to any employee not in a temporary status called to active duty with the Armed Forces of the United States.

A non-temporary employee who is a member of a reserve component of the Armed Forces of the United States shall be granted a leave of absence without loss of pay during their annual tour of duty not exceeding seventeen (17) days.

Non-temporary employees who are members of the Armed Forces of the Commonwealth of Massachusetts and who are called to duty by the Governor for the purpose of repelling invasion, suppressing an insurrection or civil disorder, or maintaining order in the case

of a public disaster or emergency, shall be granted a leave of absence without loss of pay during the periods of such service. They shall also be granted a leave of absence without loss of pay during their annual tour of duty not exceeding seventeen (17) days with the Armed Services of the Commonwealth of Massachusetts.

Non-temporary employees will not lose seniority benefits if they are called to active duty for an extended period of time provided that they return to their job in accordance with the following:

- If leave was less than 31 days: the employee get eight hours after their service ends plus a reasonable period for safe transportation from where their service took place. After that, the employee must report for work no later than the first full work day.

- If leave was between 31 and 180 days: the employee must submit an application for re-employment with the District within 14 days after their service ends.

- If leave was more than 180 days: the employee must submit an application for re-employment with the District within 90 days after their service ends.

Upon approval of such leave, the District will identify the date by which notice of return shall be given, if known. Failure to return by the date identified and/or failure to notify the District of intention to return shall constitute a resignation from employment. Absent emergency

10. UNPAID LEAVE

***Represented/Contract Employees*:**

In accordance with the guidelines set forth in individual employment or collectively bargained contracts and District policy, the Wachusett Regional School District will provide unpaid leave to eligible employees who wish to take time off from work duties to fulfill personal obligations. Full-time employees and part-time with benefits employees are eligible to take an unpaid leave.

***Unrepresented Non-Contract Employees*:**

Consistent with School Committee Policy, the District will allow eligible unrepresented non-contract employees to take unpaid leave to take time off from work duties to fulfill

personal obligations, with prior approval of the Superintendent. Full-time employees and part-time with benefits employees are eligible to take an unpaid leave. Employees may request unpaid leave after having completed six (6) months of service in an eligible employment classification. Pending the District's approval, employees may take any available sick leave, if authorized, or vacation leave prior to the effective date of the leave of absence. Absent emergency conditions, such leaves shall be requested at least sixty (60) days in advance.

Requests for unpaid leave will be evaluated based on a number of factors, including anticipated operational and educational requirements and staffing considerations during the proposed unpaid leave of absence.

The District will continue to provide insurance benefits for the first thirty (30) days after the leave begins. Thereafter, employees must pay the full costs of their insurance benefits on the due date. The District will resume payment of the costs of these benefits when the employee returns to active employment. Accruals of benefit calculations, such as vacation leave, sick leave, or holiday benefits, will be suspended during the leave and will resume upon return to active employment.

To the extent possible, employees returning from unpaid leave will be returned to their former position or will be offered the first available comparable position for which they are qualified. If an employee fails to report to work at the expiration of the approved unpaid leave period, the District will assume that the employee has voluntarily terminated employment.

Section E Timekeeping and Payroll Policies

1. COMPENSATORY TIME OFF

Under the Fair Labor Standards Act, public employers are permitted to offer compensatory time off to their employees in place of overtime payments. Employees must be notified prior to accepting and/or working extra hours that they will receive compensatory time off instead of paid overtime. *Please be advised that it is not the practice of the District to offer or authorize compensatory time.* Any granting of compensatory time off must be approved by the Superintendent or designee in advance.

2. OVERTIME COMPENSATION

Overtime compensation is paid to all hourly employees in accordance with federal and state wage and hour restrictions. As required by law, overtime pay is based on actual hours worked, except in those instances where provisions of a collective bargaining agreement may prevail. The District shall make every effort to pay overtime in the next payroll period but in no case later than the second payroll period after the hours are actually worked.

3. PAYDAYS

Frequency

Employees of the Wachusett Regional School District are paid bi-weekly on every other Friday. Teachers have three options for payment: twenty-six equal payments, twentyone equal payments, or twenty-one payments with a balloon payment at the end of the fiscal year. For other salaried employees, the annual salary is divided into twenty-six equal payments. For hourly employees, each paycheck includes earnings for all work performed through the Saturday before the date of the check.

Direct Deposit

Employees may have their pay directly deposited into an approved banking institution or credit union, if the District is provided with advance written authorization. Employees

will receive an itemized statement of wages when the District makes direct deposits. The District strongly encourages employees to participate in the direct deposit program.

4. PAYROLL DEDUCTIONS

Mandatory

The law requires that the District make certain deductions from every employee's compensation. Among these are applicable federal and state income taxes. The District also must deduct the employee's share of retirement contribution according to the current rate set by law, Medicare taxes on each employee's earnings up to a specified limit, and for absences not covered by paid leave.

Optional

The District offers programs and benefits beyond those required by law. Eligible employees may voluntarily authorize deductions from their paychecks to cover the cost of participation in these programs.

If you have questions concerning why deductions were made from your paycheck or how they were calculated, please do not hesitate to contact the District's Payroll Office.

5. TIMEKEEPING

Hourly Employees

Accurately recording of time worked is the responsibility of every hourly employee. Federal and state laws require the District to keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is all the time actually spent on the job performing assigned duties.

Hourly employees should accurately record the time they begin and end their work, as well as the beginning and ending time of each meal period, in the manner prescribed by the Office of Human Resources. They should also record the beginning and ending time of any split shift or departure from work for personal reasons. Overtime work must always be approved before it is performed.

Tampering, altering, or falsifying time records, or recording time on another employee's time record may result in disciplinary action, up to and including termination.

Salaried Employees

All salaried employees are required to accurately and immediately report any absence, paid or unpaid, to the appropriate District personnel as provided for in the procedures promulgated by the Office of Human Resources. All salaried employees are required to work for the aggregate number of days in a year for which they are contracted. The number of days of work per year is included in the collectively bargained agreement or individual employment contract.

6. EMERGENCY DELAYED OPENING/EARLY DISMISSAL

If it becomes necessary to delay the opening of school or to dismiss students early due to inclement weather or other unforeseen emergency, all employees are expected to report to work at the regular time or remain at their work stations until the usual end of the work day, unless specifically informed by the District's administration to report to work late or leave early or otherwise provided for in the collectively bargained agreement. Absent such notification by the District to arrive late or to leave early, employees who report to work late or leave early will not be paid for any hour(s) that not worked due to reporting late or leaving early.

Section F Working Conditions

1. ACCIDENTS AT WORK

When an accident occurs at work, the employee should report the incident immediately to his/her supervisor or building administrator. All *First Report of Injury Forms* must be

forwarded to the Office of Human Resources within twenty-four (24) hours of the accident when possible, but not later than the next business day.

All accidents that result in injury must be reported to the appropriate supervisor or building administrator, regardless of how insignificant the injury may appear. Such reports are necessary to comply with the laws and to initiate workers' compensation claims if necessary.

2. DRESS CODE

All employees should report to work dressed appropriately for the duties they perform.

3. OVERTIME ASSIGNMENT

When operating requirements or other needs of the District cannot be met during regular working hours, employees will be given the opportunity to volunteer for overtime work assignments. However, certain employees may be required to accept overtime assignments when no volunteers are available. All overtime work must receive prior authorization by the administration. Please refer to any applicable collectively bargained agreement for additional information.

4. SMOKING IN THE WORKPLACE

In keeping with the District's intent to provide a safe and healthful work environment and in conformance with state law, smoking is prohibited in all District owned or leased buildings and facilities and at the work place. This policy applies equally to employees and visitors.

5. USE OF EQUIPMENT AND VEHICLES

Operation

Equipment and vehicles essential to accomplishing work assignments are expensive and may be difficult to replace. When using District equipment and vehicles, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards, and guidelines.

Defects/Damage

Employees are required to notify their supervisor or building administrator if any equipment, machine, tool, or vehicle appears to be damaged, defective, or in need of repair, in order to prevent deterioration of equipment and possible injury to employees or the public.

Neglect

The improper, careless, negligent, destructive, or unsafe use or operation of equipment or vehicles, as well as excessive or avoidable traffic and/or parking violations while using District vehicles, can result in disciplinary action, including termination.

Accident

If an employee is involved in a vehicle accident in a District vehicle, he/she must report the accident to their supervisor or building administrator immediately and complete all required forms.

6. USE OF DISTRICT FITNESS EQUIPMENT AND FACILITIES

Pursuant to School Committee Policy P5233.1 **Policy Relating to Personnel Management** ***Employee Use of District Fitness Equipment and Facilities*** (Appendix 1), the Wachusett Regional School Committee encourages the health and fitness of District employees. As such, the District may authorize the utilization of District fitness equipment and facilities by District employees outside of their normal work hours when not being used by students. Additionally, said use of equipment or facilities shall be according to posted rules and at a time when the District buildings are open and available for use. At no time may District equipment and facilities be utilized by nonDistrict personnel without an appropriate permit issued prior to such use.

Employees using said equipment and facilities shall agree, in writing, to hold the District harmless for any injury caused by the use of such equipment and facilities. The District shall determine an operational mechanism to attain and record such waiver of liability prior to use. Any employee using fitness equipment and facilities who has not waived such liability shall not be authorized to use the equipment and facilities.

The District reserves the right to establish additional rules, regulations, and policies regarding the use of District fitness equipment and facilities, including the amendment

or revocation of the use authorization, at any time, in the exercise of its managerial discretion. These rules shall be properly posted and enforced.

7. PARKING

While the District is not responsible to provide parking for employees, the District will make every effort to accommodate employee's needs. Employees may park for free in any parking lot owned by the District. Employees at the Wachusett Regional High School must obtain a parking sticker from the principal's office. Only employees who possess a handicapped parking permit may park in handicapped parking spaces. Parking in a designated handicapped space without possessing a handicapped permit to do so will be grounds for discipline or discharge.

Section G

Employee Conduct and Discipline Policies

1. ATTENDANCE AND PUNCTUALITY

To maintain a safe and productive work environment, the Wachusett Regional School District expects employees to be reliable and to be punctual in reporting for scheduled work. In the instance when an employee cannot avoid being late to work or is unable to work as scheduled, the employee must notify the District as soon as possible in advance of the anticipated tardiness or absence. See Section E, *Timekeeping and Payroll*, Section 6, for information on *Emergency Delayed Opening/Early Dismissal*.

Poor attendance and excessive tardiness are disruptive and may lead to disciplinary action, up to and including termination of employment.

2. HARASSMENT

As stated above, the Wachusett Regional School District is committed to providing a work environment that is free of all forms of harassment and discrimination. Actions, words, jokes, or comments based on an individual's physical capabilities, sex, race, ethnicity, age, religion, national origin, sexual preference, or any other legally protected characteristic will not be tolerated.

Any individual who has reason to believe that he/she is the victim of illegal behavior should promptly report the facts of the incident to the Director of Administrative Services. A prompt and confidential investigation will be conducted, and the District will take appropriate corrective action where it is warranted.

Anyone engaged in any improper harassment will be subject to disciplinary action, up to and including termination.

3. BULLYING PREVENTION AND INTERVENTION

The Wachusett Regional School District is committed to fostering and maintaining a safe, nuturing, positive, and productive educational and work environment. Harassment, intimidation and bullying within the Wachusett Regional community will not be tolerated and all complaints will be taken seriously and promptly investigated.

The purpose of this section is to prevent harassment, intimidation, and bullying between or among any members of the school community and to offer persons who believe they have been subjected to it an efficient and effective means to end it.

Definitions

Aggressor is a student or member of a school staff including, but not limited to, an educator, school nurse, cafeteria worker, custodian, bus driver, athletic coach, advisor to an extracurricular activity or paraprofessional who engages in bullying, cyberbullying, or retaliation.

Bullying is the repeated use by one or more students or by a member of a school staff including, but not limited to, an educator, school nurse, cafeteria worker, custodian, bus driver, athletic coach, advisor to an extracurricular activity or paraprofessional who makes a written, verbal or electronic expression or a physical act or gesture, or any combination thereof, directed at a target that: (i) causes physical or emotional harm to the target or damage to the target's property; (ii) places the target in reasonable fear of harm to himself/herself or of damage to his/her property; (iii) creates a hostile environment at school for the target; (iv) infringes on the rights of the target at school; or (v) materially and substantially disrupts the education process or the orderly operation of a school. Bullying includes cyberbullying.

Cyberbullying is bullying through the use of technology or any electronic devices such as telephones, cell phones, computers, and the Internet. It includes, but is not limited to, email, instant messages, text messages, and Internet postings.

Hostile Environment is a situation in which bullying causes the school environment to be permeated with intimidation, ridicule, or insult that is sufficiently severe or pervasive to alter the conditions of the student's education.

Target is a person against whom bullying, cyberbullying, or retaliation is directed.

Retaliation is any form of intimidation, reprisal, or harassment directed against a person who reports bullying, provides information during an investigation of bullying, or witnesses or has reliable information about bullying.

Prohibition Against Bullying:

Bullying is prohibited:

- on school grounds;
- on property immediately adjacent to school grounds;
- at a school-sponsored or school-related activity, function, or program, whether it takes place on or off school grounds;
- at a school bus stop, on a school bus or other vehicle owned, leased, or used by a school district or school;
- through the use of technology or an electronic device that is owed, leased or used by a school district or school (for example, on a computer or over the Internet);
- at any program or location that is not school-related, or through the use of personal technology or electronic device, if the bullying 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.

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

Anyone engaged in any form of bullying will be subject to disciplinary action, up to and including termination.

Reporting Bullying:

Anyone, including a parent or guardian, student, or school staff member, can report bullying or retaliation. Reports can be made in writing or orally to the principal or another staff member, or reports may be made anonymously. Contact your principal or Nancy Houle, Ph.D., Supervisor of Pupil Personnel Services, 508-829-1670 est. 237, if you have questions or concerns.

School staff members must report immediately to the principal or his/her designee if they witness or become aware of bullying or retaliation. Staff members include, but are not limited to, educators, administrators, counselors, school nurses, cafeteria workers, custodians, bus drivers, athletic coaches, advisors to an extracurricular activity, or paraprofessionals.

When the school principal or his/her designee receives a report, he or she shall promptly conduct an investigation. If the school principal or designee determines that bullying or retaliation has occurred, he or she shall: (i) notify the parents or guardians of the target, and to the extent consistent with state and federal law, notify them of the action taken to prevent any further acts of bullying or retaliation; (ii) notify the parents or guardians of the aggressor; (iii) take appropriate disciplinary action; and (iv) notify the local law enforcement agency if the school principal or designee believes that criminal charges may be pursued against the aggressor.

Professional Development for School and District Staff:

Schools and districts must provide ongoing professional development to increase the skills of all staff members to prevent, identify, and respond to bullying.

The content of such professional development is to include, but not be limited to: (i) developmentally appropriate strategies to prevent bullying incidents; (ii) developmentally appropriate strategies for immediate, effective interventions to stop bullying incidents; (iii) information regarding the complex interaction and power

differential that can take place between and among an aggressor, target, and witnesses to the bullying; (iv) research findings on bullying, including information about specific categories of students who have been shown to be particularly at risk for bullying in the school environment; (v) information on the incidence and nature of cyberbullying; and (vi) Internet safety issues as they relate to cyberbullying.

4. PROHIBITED SUBSTANCES

Drug-Free Workplace Act

In accordance with the *Drug-Free Workplace Act of 1988*, the District maintains a drugfree workplace. The unlawful manufacture, distribution, possession, or use of alcoholic beverages or illegal drugs is banned in the workplace and in any manner which is unbecoming to the position of any employee.

Compliance

Compliance with the School Committee Policy P5241.4 **Policy Relating to Personnel Management *Substance Abuse*** (Appendix 1) and the *Drug-Free Workplace Act* is a condition of employment with the Wachusett Regional School District. Any violation of the policy will result in appropriate disciplinary action, which may also include and require satisfactory participation in an approved substance abuse assistance or rehabilitation program. Employees who refuse or reject such assistance will be treated according to the disciplinary practices up to and including termination.

Notification

Should an employee be convicted of an alcohol or drug-related crime that occurred in the workplace or in a manner unbecoming to an employee of the District, they must notify the Superintendent or designee no later than five (5) days after such conviction. The District will implement the above mentioned disciplinary action within thirty (30) days after notice of the conviction is received.

Prescription Medications

Employees may use physician-prescribed medications, provided that the use of such drugs does not adversely affect job performance or the safety of the employee or other individuals in the workplace.

1. To the extent allowed by law, and subject to any job protections which inure to an employee by virtue of an applicable collective bargaining agreement by which he or she is covered, it is the policy of the District to provide a drug-free workplace for all of its employees.

2. Accordingly, the District hereby notifies every employee that the manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited when in the employ of the District.

3. Violation of this policy shall result in a disciplinary action, including, but not limited to, suspension and/or termination.

4. The purpose of establishing a drug-free work place is to inform District employees about:

(a) the serious danger of drug abuse in the workplace;

(b) the District's policy of maintaining a drug-free workplace;

(c) the availability of drug counseling, rehabilitation, and employee assistance programs; and

(d) the consequences of employee drug use in the workplace (see paragraph 3, above).

5. As stated above, the District establishes, as a condition of employment, that each employee must abide by the drug-free workplace policy; and that each employee must notify the District within five days (5) of any conviction for violation of any federal or state criminal drug law.

6. The District may require any employee who violates this Policy to participate in an approved drug abuse assistance rehabilitation program.

7. All employees will be given a copy of this policy to retain and review.

8. The Company will make a good faith effort to maintain a drug-free workplace through implementation of this policy statement.

Alcohol

Employees are prohibited from using or being under the influence of alcohol while performing District business, while operating a motor vehicle in the course of business or for any job-related purpose, or while on District premises.

Illegal Drugs

Wachusett employees are prohibited from using or being under the influence of illegal drugs while at work. Employees may not use, manufacture, distribute, purchase, transfer or possess an illegal drug while in District property, while operating a motor vehicle for any job-related purpose or while on the job, or while performing School District business.

This policy does not prohibit the proper use of medication prescribed by a physician; however, misuse of such medications is prohibited. Additionally, the company reserves the right to remove a person from working on a piece of equipment or from performing certain job duties if the Company determines, in its sole judgment, that it is too dangerous for the employee to do so.

Using, possessing, manufacturing, selling or distributing illegal drugs or drug-related paraphernalia while on District premises or on work time shall be cause for IMMEDIATE DISMISSAL

5. RESIGNATION/TERMINATION

Resignation is a voluntary act initiated by the employee to terminate employment with the District. The Wachusett Regional School District requests at least two (2) weeks' notice, unless otherwise provided for in a collective bargaining agreement or individual employment contract, in writing, of anticipated resignation of all employees. The District may, at its discretion, waive the two (2) week notice requirement.

If an employee does not provide advance notice as requested, and the notice requirement has not been waived, the employee may be considered ineligible for rehire.

Unless expressly proscribed by statute, employment contract or collective bargaining agreement, employment with the District is on an "at will" basis and may be terminated with or without cause or notice. Similarly, as stated immediately above employees are free to resign their employment at any time.

Any employee who is discharged by the District shall be paid only wages accrued to the effective date of the separation.

Upon termination/resignation, an employee is required:

- to continue to work until the last scheduled day of employment;
- to turn in all reports, District property, and paperwork required to be completed by the employee when due and no later than the last day of work;

6. RETURN OF PROPERTY

Employees are responsible for all property, vehicles, materials, keys, computer data, or written information issued to them or in their possession or control. Employees must return all District property that is in their possession or control in the event of termination, resignation, layoff, or immediately upon request. The employee's final paycheck will not be released until all District property is returned or the District is reimbursed for any damaged property, unless otherwise agreed to in writing by the Superintendent, who will be the final determinate of the status of the employee's compliance with this provision.

The District may also take any other action deemed appropriate to recover or to protect its property.

7. RULES OF CONDUCT

Pursuant to School Committee Policy P5241 **Policy Relating to Personnel Management *Rules of Conduct*** (Appendix 1) the Wachusett Regional School District shall maintain *Rules of Conduct* to assure orderly operations and the best possible work environment. The School Committee expects its employees to be courteous, dress appropriately, and treat each parent and student as a client. It is not possible to list all forms of behavior that are considered unacceptable in the workplace.

The District expects every employee to adhere to the highest standards of job performance and of personal conduct, including individual involvement with District personnel and outside District contacts.

Standards of Conduct and Discipline are needed in any organization to operate efficiently and safely. The District's rules and regulations serve as a guideline for your safety and personal conduct and ensure a productive and cohesive atmosphere during the workday. Failure to follow these guidelines could result in disciplinary action ranging from warnings for minor offenses to discharge for more serious offenses or repeat violations and possible notification to the local police authorities for major offenses. While it would be impossible to list every action that could result in disciplinary action, the following are examples of unacceptable behavior that may be cause for disciplinary action up to and including immediate termination. This list is not all-inclusive.

Subject to any applicable collective bargaining agreement, the District reserves the right to discipline or discharge any employee for violating any District policy, practice or rule of conduct. The following list is intended to give you notice of our expectations and standards. However, it does not include every type of unacceptable behavior that can or will result in disciplinary action. Be aware that Wachusett RSD retains the discretion to determine the nature and extent of any discipline based upon the circumstances of each individual case.

Subject to any applicable collective bargaining agreement or individual employment agreement, Employees may be disciplined or terminated for poor job performance, including, but not limited to the following: unsatisfactory quality or quantity of work.

Subject to any applicable collective bargaining agreement or individual employment agreement, employees may also be disciplined or terminated for misconduct, including, but not limited to the following:

- Possession, distribution, sale, transfer, or use of alcoholic beverages or illegal substances in the workplace, while on duty, or while operating District-owned vehicles or equipment or on or in any District-owned or leased facility or grounds;
- Working under the influence of alcohol or illegal drugs;
- Theft or inappropriate removal or possession of District property;
- Falsification of District records, including student, personnel, and other public records or reports;
- Negligence or improper conduct leading to damage to District property;
- Violation of any safety rules;
- Smoking in prohibited areas;
- Excessive absenteeism; and/or, Unsatisfactory performance or conduct.

- Failure to notify your supervisor of an absence
- Failing to follow instructions or District procedures, or Failing to follow established safety regulations.
- using vulgar, profane or obscene language, including any communication or action that violates our policy against harassment and other unlawful forms of discrimination
- Disorderly conduct, fighting or other acts of violence
- Misusing, destroying or stealing District property or another person's property
- Possessing, entering with or using weapons on company property
- Possessing, selling, using or reporting to work with alcohol, controlled substances or illegal drugs present in the employee's system, on company property or on District time
- Violating conflict of interest rules
- Disclosing or using confidential or proprietary information without authorization
- Violating the District's computer or software use policies, and
- being convicted of a crime that indicates unfitness for a job or presents a threat to the District, its students, or its employees in any way.
- Disrespect, disobedience or insubordination to supervisors or administrators. (An example of insubordination is refusal to perform work as directed, willful neglect of duty, refusal to obey any proper order or instruction or directing abusive language or gestures toward a supervisor or administrator.) Making false claims of injury, illness or disability.
- Committing or threatening to commit any act of violence while on District property, including premises and parking lots, such as fighting, improper physical contact, immoral conduct or behavior, or other act likely to incite such conduct.

- Lending, or permitting, the unauthorized duplication, of keys belonging to the District
- Possession of firearms, weapons, explosives, or any device having the appearance of such on District property, including premises and parking lots.
- Removing records, employee lists, or confidential material belonging to the District.
- Harassment of any type, this includes sexual harassment, delaying work and/or intentionally hindering a fellow worker. Each employee is expected to treat his or her fellow employees with dignity and respect.
- Displaying or possessing material, which has the purpose of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

Please note that the above is not an all-inclusive list. There may be other conduct deemed inappropriate by the District, in its discretion, that is not referenced above.

8. FRAUD PREVENTION

Pursuant to School Committee Policy P5240 **Policy Relating to Personnel Management** ***Fraud Prevention Policy*** (Appendix 1), the District recognizes a zero tolerance policy regarding fraud and corruption. All matters raised by any source will be taken seriously and properly investigated. This policy covers all District employees.

Fraud is defined as an intentional deception, misappropriation of resources or the manipulation of data to the advantage or disadvantage of a person or entity. Some examples of fraud include:

- Any dishonest or fraudulent act;
- Forgery or alteration of any document, account or record belonging to the District;
- Forgery or alteration of a check, bank draft, or any other financial document;
- Misappropriation of funds, securities, supplies, or other assets of the District;
- Falsification of expenses and invoices;
- Theft of cash or fixed assets;
- Failure to account for monies collected;

- Accepting or seeking anything of material value from contractors, vendors, or persons providing services/materials to the District (Exception: Gifts less than $50 in value);
- Destruction, removal, or inappropriate use of records, furniture, fixtures, and equipment; and/or
- Knowingly providing false information on job applications and requests for funding.

Corruption is defined as the offering, giving, soliciting or accepting of an inducement or reward that may improperly influence the action of a person or entity. Some examples of corruption include:

- Bribery
- Conspiracy
- Extortion

Reporting of Fraud or Corruption

Allegations and concerns about fraudulent or corrupt activity may come from various sources including:

- Employees
- Vendors
- Members of the public
- Results of internal or external audit reviews
- Any other interested parties

All employees and officers have a duty to report concerns they have or information provided to them about the possible fraudulent or corrupt activity of any officer, employee, vendor or any other party with any association with the District. Any person who has a reasonable basis for believing fraudulent or corrupt acts have occurred has a responsibility to report the suspected act immediately and should not attempt to personally conduct investigations or interviews/interrogations related to any suspected fraudulent act.

Concerns should be reported to any of the following:

- Superintendent of Schools
- Director of Operations
- Director of Human Resources
- Director of Student/Information Services
- Business Manager
- Any principal in the District
- Any School Committee Member
- An anonymous Fraud and Corruption Hotline published by the WRSD.

Retaliation and retribution will not be tolerated against any employee or member of the public who reports suspected fraudulent or corrupt activities. However, if an employee is determined to have acted maliciously or with deceit, the employee will be subject to disciplinary action, up to and including termination.

All reports will be taken seriously and will be investigated by the Superintendent/designee and/or the District Counsel. If deemed necessary, the District will notify and fully cooperate with appropriate law enforcement agencies. Any investigation resulting in the finding of fraud or corruption will be referred to the *Wachusett Regional School District Disciplinary Committee* for action. The *Disciplinary Committee* is composed of Wachusett Regional School District's District Counsel, Director of Human Resources, Business Manager and the Superintendent of Schools. Fraudulent or corrupt activities that result in disciplinary action will be reported to the Wachusett Regional School Committee and also to the appropriate state agency (Office of Inspector General, Office of the State Auditor, or Office of the Attorney General).

If the complaint involves the Superintendent of Schools the Chair of the Wachusett Regional School Committee shall establish an Ad-Hoc Subcommittee to review the complaint and recommend possible action by the School Committee.

Deterring Fraud and Corruption

The District has established internal controls, policies and procedures in an effort to deter, prevent and detect fraud and corruption. All new employees, as well as temporary and contract employees, are subject to background investigations including a criminal

background check (CORI). The District will also verify all applicants' employment history, education and personal references prior to making an offer of employment.

District employees will receive fraud and corruption awareness training. New employees will receive training as part of New Employee Orientation at the commencement of employment. All employees will receive fraud and corruption awareness training every two years. All employees will receive a copy of this Fraud Prevention Policy.

Corrective Action

Final determination regarding action against an employee found to have committed fraud or corruption will be made by the Disciplinary Committee or the School Committee should the determination involve the Superintendent of Schools.

All employees of the District will be treated equally regardless of their position or years of service with the District. Determinations will be made based on a finding of facts in each case, actual or potential damage to the District, cooperation by the offender and legal requirements.

Depending upon the seriousness of the offense and the facts of each individual case, the District may take action against an employee ranging from a written reprimand and a probationary period to termination of employment. The District may also initiate legal action, either civil or criminal, or both. In all cases involving monetary losses, the District will seek to recover such losses.

9. SECURITY INSPECTIONS

The Wachusett Regional School District wishes to maintain a work environment that is free of illegal drugs, alcohol, firearms, explosives, or other improper materials. To this end, the District prohibits the possession, transfer, sale, or use of such materials on its premises. The cooperation of all employees in administering this regulation is required.

Desks, lockers, and other storage devices may be provided for the convenience of employees but remain the sole property of the District. Accordingly, any articles found within them, can be inspected by any agent or representative of the District at any time, either with or without prior notice with probable cause. To the extent possible, inspections will take place in the presence of the employee.

10. EMPLOYEE USE OF INFORMATION TECHNOLOGY

Pursuant to School Committee Policy P5234.1 **Policy Relating to Personnel Management** ***Employee Use of Information Technology*** (Appendix 1), the Wachusett Regional School Committee encourages the use of available technology by employees or approved District users as a tool to assist them in performing their respective duties. The District's information technology is designed to promote both professional and personal development of all staff members.

The computer, electronic mail, Internet access, and voice mail systems are District property and are intended for official District business. District business includes but is not limited to communication between and among staff members and with individuals and professional or educational organizers outside of the District. Excessive or inappropriate personal use of these systems may result in disciplinary action. Under no circumstances is District information technology to be utilized to solicit, harass, or offend any other employee or individual, nor is it to be utilized for any inappropriate or unlawful purpose. Derogatory, defamatory, obscene, or otherwise inappropriate messages are strictly prohibited. District information technology shall not be used to send commercial messages.

The District's information technology systems store and record information transmitted via e-mail and this record cannot be deleted by the user. The District may conduct monitoring of messages. Transmissions are District property and should not be considered confidential or private. By using the District's information technology systems, the employee or user is expressly consenting to such monitoring.

Employees or users are prohibited from sending highly sensitive or confidential District information related to any other employee, a District student, or any other matter. Under no circumstances may confidential information be transmitted outside of the District without the express prior approval of the Superintendent.

In consideration of the District providing the use of technology, the user agrees to indemnify and hold harmless the District regarding any claims, costs and/or damages incurred by the District resulting from the use of the technology in violation of District policy.

The District disclaims any liability for damages incurred resulting from the use of the technology by an employee or user.

Appendix 1

Related School Committee Policies

P5233.1 Policy Relating to Personnel Management
Employee Use of District Fitness Equipment and Facilities

P5234.1 Policy Relating to Personnel Management
Employee Use of Information Technology

P5235 Policy Relating to Personnel Management
Sexual Harassment

P5240 Policy Relating to Personnel Management
Fraud Prevention Policy

P5241 Policy Relating to Personnel Management ***Rules of Conduct***

P5241.11 Policy Relating to Personnel Management
Standards of Employment

P5241.4 Policy Relating to Personnel Management
Substance Abuse

P5252 Policy Relating to Personnel Management
Physical Restraint

P5264.1 Policy Relating to Personnel Management
Payment or Reimbursement for Meals

P5273.2 Policy Relating to Personnel Management
Reimbursement Mileage, Parking, Tolls

P5273.3 Policy Relating to Personnel Management
Employee Travel for Workshops, Conferences, Visitations

P5274 Policy Relating to Personnel Management
Unrepresented Non-Contract Employees Benefits

P5281.8 Policy Relating to Personnel Management
Small Necessities Leave

NOTE: ALL POLICIES ARE AVAILABLE ON THE DISTRICT WEBSITE: WWW.WRSD.NET

POLICY RELATING TO PERSONNEL MANAGEMENT

EMPLOYEE USE OF DISTRICT FITNESS EQUIPMENT AND FACILITIES

The Wachusett Regional School Committee encourages the health and fitness of District employees. As such, the District may authorize the utilization of District fitness equipment and facilities by District employees outside of their normal work hours when not being used by students. Additionally, said use of equipment or facilities shall be according to posted rules and at a time when the District buildings are open and available for use. At no time may District equipment and facilities be utilized by non-District personnel without an appropriate permit issued prior to such use.

Employees using said equipment and facilities shall agree, in writing, to hold the District harmless for any injury caused by the use of such equipment and facilities. The District shall determine an operational mechanism to attain and record such waiver of liability prior to use. Any employee using fitness equipment and facilities who has not waived such liability shall not be authorized to use the equipment and facilities.

The District reserves the right to establish additional rules, regulations, and policies regarding the use of District fitness equipment and facilities, including the amendment or revocation of the use authorization, at any time, in the exercise of its managerial discretion. These rules shall be properly posted and enforced.

A reference to this policy shall be included in the District's employee handbook.

First Reading: 12/08/97 Second

Reading: 01/12/98

WRSDC Policy 5233.1

POLICY RELATING TO PERSONNEL MANAGEMENT

EMPLOYEE USE OF INFORMATION TECHNOLOGY

The Wachusett Regional School Committee encourages the use of available technology by employees or approved District users as a tool to assist them in performing their respective duties. The District's information technology is designed to promote both professional and personal development of all staff members.

The computer, electronic mail, internet access, and voice mail systems are District property and are intended for official District business. District business includes but is not limited to communication between and among staff members and with individuals and professional or educational organizations outside of the District. Excessive or inappropriate personal use of these systems may result in disciplinary action. Under no circumstances is District information technology to be utilized to solicit, harass, or offend any other employee or individual nor is it to be utilized for any inappropriate or unlawful purpose. Derogatory, defamatory, obscene or otherwise inappropriate messages are strictly prohibited. District information technology shall not be used to send commercial messages.

The District's information technology systems store and record information transmitted via email and this record cannot be deleted by the user. The District may conduct monitoring of messages. Transmissions are District property and should not be considered confidential or private. By using the District's information technology systems, the employee or user is expressly consenting to such monitoring.

Employees or users are prohibited from sending highly sensitive or confidential District information related to any other employee, a District student or other matter. Under no circumstances may confidential information be transmitted outside of the District without the express prior approval of the superintendent.

In consideration of the District providing the use of the technology, the user agrees to indemnify and hold harmless the District regarding any claims, costs and/or damages incurred by the District resulting from the use of the technology in violation of District policy.

The District disclaims any liability for damages incurred resulting from the use of the technology by an employee or user.

EMPLOYEE USE OF INFORMATION TECHNOLOGY (continued)

A reference to this policy shall be included in the District's employee handbook and shall be publicized to employees upon approval and once annually thereafter.

First Reading: 04/27/98 Second

Reading: 05/19/98

WRSDC Policy 5234.1

P5235A

POLICY RELATING TO PERSONNEL MANAGEMENT

SEXUAL HARASSMENT

The Wachusett Regional School District shall provide an educational and work environment free of sexual advances, requests for sexual favors, and other verbal or physical conduct or communications constituting sexual harassment as defined by this policy and law.

It will be a violation of this policy for any employee, school volunteer or adult connected with the school district to harass a student or employee through conduct or communication of a sexual nature as defined by this policy.

Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, sexually motivated physical conduct or communication of a sexual nature when:

1. Submission to or rejection of such conduct is made either explicitly or implicitly a term or condition of an individual's employment, or either explicitly or implicitly is made a term or condition of the provision of educational benefits, privileges, or placement services, or is used as a basis for evaluation of academic achievement

2. Submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's employment, or education

3. Such conduct or communication has the purpose or effect of substantially or unreasonably interfering with an individual's employment, work performance or education, by creating an intimidating, hostile, humiliating, or sexually offensive employment or education environment

Sexual harassment may include, but is not limited to:

1. Sexually oriented verbal harassment or abuse

2. Subtle pressure for sexual activity

3. Inappropriate patting or pinching or other physical contact

4. Intentional brushing against a student's or employee's body
5. Demanding sexual favors accompanied by implied or overt threats concerning an individual's employment or educational status

6. Demanding sexual favors accompanied by implied or overt promises of preferential treatment with regard to an individual's employment or educational status

7. Any sexually motivated touching

8. Displaying sexually suggestive pictures, objects, cartoons, posters, or other pornographic materials

9. Sexual remarks or jokes

Any employee who believes he or she has been the victim of sexual harassment should report the alleged sexual harassment under this policy and procedure as soon as possible. Complaints should be submitted in accordance with the following:

1. The building principal is the person responsible for receiving oral or written reports of sexual harassment at the building level. Upon receipt of a report, the principal will conduct an investigation into facts surrounding the alleged incident and attempt to resolve the incident. If the principal is unable to reach a resolution with the parties involved, then a written report will be forwarded to the Superintendent.

   In the event that an allegation of sexual harassment involves the Superintendent, the complaint must be filed with the Chairman of the School Committee, and the investigation will be conducted under the direction of the School Committee.

   In the event that an allegation of sexual harassment involves a principal, the complaints must be filed with the Superintendent, and the investigation will be conducted under the Superintendent's direction. Upon receipt of a report or complaint alleging sexual harassment, the Superintendent or School Committee Chairman, as applicable, will immediately authorize an investigation. This investigation may be conducted by a designated school district official or by an outside party designated by the Superintendent or School Committee, as applicable. The investigating party will provide a written report of the results of the investigation to the official authorizing the investigation. The Chairman of the School Committee will convey any such report received by him or her to the School Committee.

The investigation may consist of personal interviews with the complainant, the individual(s) against whom the complaint is filed, and others who may have knowledge

of the alleged incident(s) or circumstances giving rise to the complaint. The investigation may also consist of any other methods and documents determined by the investigator to be relevant.

2. Submission of a complaint or report of sexual harassment by an employee will not affect his or her future employment or work assignments. However, submission of a complaint or report which is known by the employee submitting it to be false may result in disciplinary action.

3. The school district will respect the confidentiality of complainant and the individual(s) against whom the complaint is filed as much as possible, consistent with the school district's legal obligations and the necessity to investigate allegations of discrimination and sexual harassment and take disciplinary action when the conduct has occurred.

   In addition, immediate steps may be taken to protect the complainant, students, employees, or others pending completion of an investigation of alleged sexual harassment.

5. Any action taken in accordance with this policy will be consistent with the requirements of applicable collective bargained agreements, Massachusetts statutes and School Committee Policies.

5. If the investigation does not confirm the allegation of sexual harassment, the complaint will be dismissed. Upon receipt of a finding that a complaint is valid, the principal, Superintendent, or School Committee, as applicable, will take such action as is determined to be appropriate based on the results of the investigation and all the circumstances. A substantiated charge against a staff member, school volunteer or other adult connected with the school district will subject that person to disciplinary action, where possible, including but not limited to warning, suspension, and/or termination and to other appropriate action when discipline is not possible.

6. The result of the investigation of each complaint filed under these procedures will be reported in writing to the complainant and the subject of the complaint. The report will state whether any disciplinary action has been taken as a result of the complaint, but will not describe any such disciplinary action.

Any individual who retaliates against any person because he or she alleged sexual harassment or testified, assisted, or participated in an investigation proceeding or hearing related to a sexual harassment complaint will be subject to disciplinary action. Retaliation includes, but is not limited to, any form of intimidation, reprisal, or harassment.

The School Committee recognizes that not every advance or conduct of a sexual nature between students or between employees consists of harassment. Whether a particular action or incident is a personal, social relationship without an unlawful effect requires a determination based on all the facts and surrounding circumstances.

School district employees are expected to maintain the highest standards of conduct with regard to students however. Nothing in this policy will be deemed to sanction any conduct, verbal or physical, of a sexual nature, directed by an employee or other adult connected with the school district toward a student. No employee may engage in verbal or physical sexual conduct toward a student at any time.

In addition, every employee is required to report any incident of sexual harassment of a student by another employee, school volunteer, or other adult connected with the school district of which the employee has knowledge. An employee who receives a complaint from a student that the student has been sexually harassed is also required to report that complaint as provided in the School Committee's Sexual Harassment Policy and Procedures for Students. Failure to make any such report will subject the employee to disciplinary action.

First Reading: 09/12/94

Second Reading: 09/26/94
WRSDC Policy 5235

P5240A

POLICY RELATING TO PERSONNEL MANAGEMENT
FRAUD PREVENTION POLICY

Introduction

The Wachusett Regional School District recognizes the importance of protecting the District, its operations, its employees and its assets against financial risks, operational breaches and unethical activities. Therefore, it is incumbent upon the Wachusett Regional School Committee, Superintendent, and administrative staff to institute and clearly communicate the fraud prevention policy to employees.

The Wachusett Regional School District recognizes a zero tolerance policy regarding fraud and corruption. All matters raised by any source will be taken seriously and properly investigated.

This policy covers all Wachusett Regional School District employees. Additionally, this policy covers all Wachusett Regional School District vendors, customers and partners to the extent that any Wachusett Regional School District resources are involved or impacted.

Fraud is defined as an intentional deception, misappropriation of resources or the manipulation of data to the advantage or disadvantage of a person or entity. Some examples of fraud include:

- Any dishonest or fraudulent act;
- Forgery or alteration of any document, account or record belonging to the District;
- Forgery or alteration of a check, bank draft, or any other financial document;
- Misappropriation of funds, securities, supplies, or other assets of the District;
- Falsification of expenses and invoices;
- Theft of cash or fixed assets;
- Failure to account for monies collected;
- Accepting or seeking anything of material value from contractors, vendors, or persons providing services/materials to the District (Exception: Gifts less than $50 in value);
- Destruction, removal, or inappropriate use of records, furniture, fixtures, and equipment; and/or
- Knowingly providing false information on job applications and requests for funding.

FRAUD PREVENTION POLICY (CONTINUED)

Corruption is defined as the offering, giving, soliciting or accepting of an inducement or reward that may improperly influence the action of a person or entity. Some examples of corruption include:

- Bribery
- Conspiracy
- Extortion

Reporting of Fraud or Corruption

Allegations and concerns about fraudulent or corrupt activity may come from various sources including:

- Employees
- Vendors
- Members of the public
- Results of internal or external audit reviews
- Any other interested parties

All employees and officers have a duty to report concerns they have or information provided to them about the possible fraudulent or corrupt activity of any officer, employee, vendor or any other party with any association with the Wachusett Regional School District. Any person who has a reasonable basis for believing fraudulent or corrupt acts have occurred has a responsibility to report the suspected act immediately and should not attempt to personally conduct investigations or interviews/interrogations related to any suspected fraudulent act.

Concerns should be reported to any of the following:

- Superintendent of Schools
- Director of Operations
- Director of Human Resources
- Director of Student/Information Services
- Business Manager
- Any principal in the Wachusett Regional School District
- Any School Committee Member
- An anonymous Fraud and Corruption Hotline published by the WRSD.

Retaliation and retribution will not be tolerated against any employee or member of the public who reports suspected fraudulent or corrupt activities. However, if an employee is determined to have acted maliciously or with deceit, the employee will be subject to disciplinary action, up to and including termination.

All reports will be taken seriously and will be investigated by the Superintendent/designee and/or the District Counsel. If deemed necessary, the Wachusett Regional School District will notify and fully cooperate with appropriate law enforcement agencies. Any investigation resulting in the finding of fraud or corruption will be referred to the Wachusett Regional School District Disciplinary Committee for action. The Disciplinary Committee is composed of

Wachusett Regional School District's District Counsel, Director of Human Resources, Business Manager and the Superintendent of Schools. Fraudulent or corrupt activities that result in disciplinary action will be reported to the Wachusett Regional School Committee and also to the appropriate state agency (Office of Inspector General, Office of the State Auditor, or Office of the Attorney General).

If the complaint involves the Superintendent of Schools the Chair of the Wachusett Regional School Committee shall establish an Ad-Hoc Subcommittee to review the complaint and recommend possible action by the School Committee.

Deterring Fraud and Corruption

The Wachusett Regional School District has established internal controls, policies and procedures in an effort to deter, prevent and detect fraud and corruption.

All new employees, as well as temporary and contract employees, are subject to background investigations including a criminal background check (CORI). The Wachusett Regional School District will also verify all applicants' employment history, education and personal references prior to making an offer of employment.

All vendors, contractors and suppliers must be active, in good standing and authorized to transact business in the Commonwealth of Massachusetts. Vendors, contractors and suppliers, who will be visiting District schools are subject to background investigations including a criminal

background check (CORI) and are subject to screening, including verification of the individual's or company's status as a debarred party.

Wachusett Regional School District employees will receive fraud and corruption awareness training. New employees will receive training as part of New Employee Orientation at the commencement of employment. All employees will receive fraud and corruption awareness training every two years. All employees will receive a copy of this Fraud Prevention Policy.

Corrective Action

Final determination regarding action against an employee, vendor, recipient or other person found to have committed fraud or corruption will be made by the Disciplinary Committee, or the School Committee should the determination involve the Superintendent of Schools.

All employees of the Wachusett Regional School District will be treated equally regardless of their position or years of service with the District. Determinations will be made based on a finding of facts in each case, actual or potential damage to the District, cooperation by the offender and legal requirements.

Depending upon the seriousness of the offense and the facts of each individual case, the Wachusett Regional School District may take action against an employee ranging from a written reprimand and a probationary period to termination of employment. The Wachusett Regional School District may also initiate legal action, either civil or criminal, or both. In all cases involng monetary losses, the Wachusett Regional School District will seek to recover such losses.

First Reading:	02/13/06
Second Reading:	03/01/06
Amendment First Reading:	04/09/07
Amendment Second Reading:	04/23/07

WRSDC Policy 5240

RULES OF CONDUCT

The Wachusett Regional School District shall maintain Rules of Conduct to assure orderly operations and the best possible work environment. The School Committee expects its employees to be courteous, dress appropriately, and treat each parent and student as a client. It is not possible to list all forms of behavior that are considered unacceptable in the workplace. These Rules of Conduct shall not be considered inclusive and are examples of infractions that may result in disciplinary action, including suspension or termination of employment:

Possession, distribution, sale, transfer, or use of alcoholic beverages or illegal substances in the workplace, while on duty, while operating District-owned vehicles or equipment or on or in any District-owned or leased facility or grounds

Working under the influence of alcohol or illegal substances

Theft or inappropriate removal or possession of District property

Falsification of District records, including student personnel and other public records or reports

Negligence or improper conduct leading to damage to District property

Violation of any safety rules

Smoking in prohibited areas

Sexual or other unlawful harassment

Excessive absenteeism

Unsatisfactory performance or conduct

Please note that the above is not an all inclusive list. There may be conduct deemed inappropriate by the District that is not referenced above.

RULES OF CONDUCT (continued)

The Rules of Conduct policies and regulations shall be contained within the employee handbook and distributed to all employees annually and all new employees at the time of employment.

First Reading: 05/13/96 Second

Reading: 05/28/96

WRSDC Policy 5241

P5241.11

STANDARDS FOR EMPLOYMENT

An effective school program requires the services of individuals of integrity, high ideals, and human understanding. To that end, the Wachusett Regional School District shall attempt to hire candidates who meet these criteria.

All candidates for employment must disclose information regarding convictions for felonies and misdemeanors according to the regulations established by the Massachusetts Commission Against Discrimination (MCAD).

The District shall advise prospective employees that failure to disclose such information shall be grounds for non-employment with the District. The District shall ensure all prospective employees, however, that conviction shall not be an automatic bar to employment.

The District shall instruct all personnel to disclose all convictions, other than a first conviction for any of the following misdemeanors: drunkenness, simple assault, speeding, minor traffic violations, affray, or disturbance of the peace, during the course of their employment. Disclosure shall be made within thirty (30) days of the conviction for any such offense. Failure and/or refusal to disclose shall constitute sufficient grounds for termination. However, convictions do not automatically lead to termination. The decision related to termination, probation, suspension, and/or reprimand shall be made based on the following:

Nature of offense

POLICY RELATING TO PERSONNEL MANAGEMENT

Date of offense
Relationship of offense to current or proposed job assignment
The work record of the employee, where applicable Appropriate collectively bargained agreements

First Reading:	04/10/95
Second Reading:	05/09/95
Amendment First Reading:	09/10/07
Amendment Second Reading:	10/09/07

WRSDC Policy 5241.11

POLICY RELATING TO PERSONNEL MANAGEMENT

SUBSTANCE ABUSE

The manufacture, distribution, dispensing, possession, sale, or use of illicit substances and/or alcohol by an employee on school premises is prohibited. Disciplinary sanctions, including termination of employment and referral for prosecution shall be imposed on employees who violate this standard of conduct.

Alcohol - Any employee of the District found using or possessing alcohol in any District owned or leased building or grounds, or in any official job-related activity shall be subject to appropriate disciplinary action, including reprimand, suspension, termination, or referral for prosecution.

Illegal Substances - Any employee of the District found possessing, trafficking, and/or using illegal substances in any District owned or leased building or grounds, or in any official jobrelated activity shall be subject to disciplinary action, including reprimand, suspension, termination. Referral for prosecution shall be required.

Employee Notification - At the time of hire, each employee shall receive a copy of Policy #5241.4, Substance Abuse, which prohibits the manufacture, distribution, dispensing, possession, sale or use of any narcotic drug, amphetamine, barbiturate, marijuana, alcohol, and any other controlled substance in the work place.

At the time of hire, each employee shall sign a statement verifying receipt of a copy of this policy and shall understand that compliance with this policy is a mandatory condition of employment.

This policy shall be contained within the employee handbook and distributed to all employees annually and all new employees at the time of employment.

First Reading: 05/13/96

Second Reading: 05/28/96

P5252A

POLICY RELATING TO PERSONNEL MANAGEMENT

PHYSICAL RESTRAINT

The Wachusett Regional School District recognizes that on occasion physical restraint is required to protect the safety of school community members from serious, imminent physical harm. Physical restraint is defined as the use of bodily force to limit a student's freedom of movement. Physical restraint shall only be used in emergency situations, in the judgment of the school staff member, when other less intrusive alternatives have failed or been deemed inappropriate, and with extreme caution.

A. Training

To ensure the proper use of restraint and to prevent or minimize any harm to the student as a result of the use of restraint:

- All staff will receive training regarding the District's restraint policy and will be reviewed annually and employees hired after the school year begins will receive training within one month of starting their employment, which will include the following:

- The District's restraint policy;
- Interventions, which may preclude the need for restraint, including de-escalation of problematic behaviors and methods of preventing student violence and/or self-injurious behavior;
- Types of restraints and related safety considerations, including information regarding the increased risk of injury to a student when an extended restraint is used;
- Administering physical restraint in accordance with known medical or psychological limitations and/or behavioral intervention plans applicable to an individual student; and
- Identification of program staff who have received in-depth training in the use of physical restraint.
- Designated staff members shall participate in a certified-in-depth training in the use of physical restraint. Those designated staff

members will then be authorized to serve as school-wide resources to assist in ensuring proper administration of physical restraint.

- The District will develop methods for engaging parents in discussion about restraint prevention and the use of restraint solely as an emergency measure.

B. Administration of Physical Restraint

- Physical restraint may only be used in the following circumstances:

- When non-physical interventions would be ineffective; and
- The student's behavior poses a threat of imminent, serious harm to self and/or others.

- Physical restraint is prohibited in the following circumstances:
- As a means of punishment; or
- As a response to property destruction, disruption of school order, a student's refusal to comply with a school rule or staff directive or verbal threats that do not constitute a threat of imminent, serious, physical harm. However, in the judgment of the staff member, if the property destruction or the refusal to comply with a school rule or staff directive might escalate into, or could itself lead to serious, imminent harm to the student or to others, physical restraint is appropriate.

- Only school personnel who have received required training pursuant to this policy shall administer physical restraint on students with, wherever possible, one adult witness who does not participate in the restraint.
- The training requirements shall not preclude a teacher, employee or agent of the school from using reasonable force to protect students, other persons or themselves from assault or imminent, serious, physical harm.
- Physical restraint shall be limited to the use of such reasonable force as is necessary to protect a student or others from assault or imminent, serious, physical harm.
- A person administering physical restraint shall use the safest method available and appropriate to the situation, subject to the safety requirements set forth in this policy. Floor or prone restraints may only be administered by a staff member who has received in-depth training as specified in this policy and, when in the judgment of the trained staff member, such method is required to provide safety for the student or others pursuant to 603 CMR 46.03 (1)(b).

- Physical restraint shall be discontinued, as soon as possible, when it is determined that the student is no longer at risk of causing imminent physical harm to self or others. (If, due to unusual circumstances, a restraint continues for more than twenty minutes, it shall be considered an "extended restraint" for purposes of the reporting requirements.)

POLICY RELATING TO PERSONNEL MANAGEMENT

PHYSICAL RESTRAINT (continued)

- Additional safety requirements:
- A restrained student shall not be prevented from breathing or speaking. A staff member will continuously monitor the physical status of the student, including skin color and respiration, during the restraint.
- If at any time during a physical restraint the student demonstrates significant physical distress, as determined by the staff member, the student shall be released from the restraint immediately, and school staff shall take steps to seek medical assistance.
- Program staff shall review and consider any known medical or psychological limitations and/or behavioral intervention plans regarding the use of physical restraint on an individual student.
- Medical restraint, mechanical restraint, and prone restraint shall be prohibited unless permitted pursuant to 603 CMR 46.03(1)(b). Seclusion shall be prohibited.

- Any use of physical restraint in a manner inconsistent with 603 CMR 46.00 is prohibited.

- At an appropriate time after release of a student from physical restraint, a school administrator or other appropriate school staff shall:

- Review the incident with the student to address the behavior that precipitated the restraint;
- Review the incident with the staff person(s) who administered the restraint to discuss whether proper restraint procedures were followed; and
- Consider whether any follow-up is appropriate for students and staff members who witnessed the incident.

C. Reporting

Staff shall report the use of physical restraint to the school principal after administration of a physical restraint that results in injury to a student or staff member; or lasts longer than five minutes. The following reporting procedure will be followed:

- The staff member shall verbally inform the principal of the restraint as soon as possible and shall provide a written report no later than the next school working day.

- The written report shall be provided to the principal or designee. The principal shall prepare the report if the principal administered the restraint.

- The principal or designee shall maintain an on-going record of all reported instances of physical restraint, which shall be made available for review by the Department of Education, upon request.

- The District shall develop a procedure for conducting periodic reviews of the data and documentation on the use of physical restraints as described in 603 CMR 46.06(5) and (6).

- The principal shall send a copy of the report to the Superintendent at the Central Office.

- The principal or his/her designee shall make reasonable efforts to verbally inform the student's parent(s)/guardian(s) of such restraint within 24 hours of the restraint, and by written or e-mailed report postmarked no later than three school days following the use of such restraint. If the school customarily provides school related information to the parent(s)/guardian(s) in a language other than English, the written restraint report shall be provided in that language. The written report shall include:
- Names and job titles of the staff who administered the restraint and observers, if any; the date of the restraint; the time the restraint began and ended; and the name of the administrator who was verbally informed following the restraint.
- A description of the activity in which the restrained student and other students and staff in the same room or vicinity were engaged immediately preceding the use of physical restraint; the behavior that prompted the restraint; the efforts

made to de-escalate the situation; alternatives to restraint that were attempted; and the justification for initiating physical restraint.

- A description of the administration of the restraint including the holds used and reasons such holds were necessary; the student's behavior and reactions during the restraint; how the restraint ended; and documentation of injury to the student and/or staff, if any, during the restraint and any medical care provided.
- For extended restraints, the written report shall describe the alternatives to extended restraint that were attempted, the outcome of those efforts and the justification for administering the extended restraint.
- Information regarding any further action(s) that the school has taken or may take, including any disciplinary sanctions that may be imposed on the student.
- Information regarding opportunities for the student's parent(s)/guardian(s) to discuss with school officials the administration of the restraint, any disciplinary sanctions that may be imposed on the student and/or any other related matter.

- When a restraint has resulted in a serious injury to a student or program staff member or when an extended restraint has been administered, the program shall provide a copy of the written report to the Department of Education within five (5) school days of the administration of the restraint. The program shall also provide the Department with a copy of the record of physical restraints maintained by the program administrator for the thirty day period prior to the date of the reported restraint.

D. <u>Special Circumstances</u>

- Parent(s)/guardian(s) may voluntarily waive the reporting requirements as stated above for restraints that do not result in serious injury to the student or to a staff member and do not constitute extended restraint.

- The Wachusett Regional School District may seek such individual waiver for students who present a high risk of frequent, dangerous behavior that may require the frequent use of restraint.

- The Wachusett Regional School District shall not require parental consent to such a waiver as a condition of admission or provision of services.

- Parent(s)/guardian(s) may withdraw consent to such waiver at any time without penalty.

- Extended restraints and restraint that result in serious injury to a student or staff member must be reported as described above, regardless of any individual waiver.

- The following documentation regarding individual waiver of reporting requirements will be maintained on-site in the student's file and will be made available for inspection to the Department of Education upon request:

- Informed written consent of parent(s)/guardian(s) to the waiver, which shall specify those reporting requirements listed above that the parent(s)/guardian(s) aggress to waive; and
- Specific information regarding when and how the parent(s)/guardian(s) will be informed regarding the administration of all restraints to the individual student.

- Nothing herein shall be construed to allow a program or classroom to receive an exemption or waiver from any of the requirements of this policy on behalf of all of the students enrolled in a particular program or classroom.

E. ***Receiving/Investigating Complaints***

Any student, or parent(s)/guardian(s) on said student's behalf, who believes he or she has been inappropriately restrained by an employee of the Wachusett Regional School District, should follow the procedure in P8151 **Policy Relating to Communication/Public Relations *Complaints About District Personnel*.**

This policy shall be reviewed annually, provided to school staff, and shall be included in student handbooks.

(M.G.L. chapter 69, section 1B, and chapter 71, section 37G; Massachusetts Department of Education Regulation 603 CMR 46.00 Physical Restraint)

First Reading: 12/10/01 Second Reading:

01/14/02

Amendment First Reading: 01/08/07

Amendment Second Reading: 01/22/07

WRSDC Policy 5252

P5264.1A

POLICY RELATING TO PERSONNEL MANAGEMENT

PAYMENT OR REIMBURSEMENT FOR MEALS

The Wachusett Regional School District shall not pay for, or reimburse District employees and their guests for restaurant meals, catered meals or other food or beverages, except as provided below. Under no circumstances shall the District pay for or reimburse District employees or their guests for alcoholic beverages.

The Superintendent may incur food and non-alcoholic beverage expenses for meals incurred in connection with conducting District business, subject to pre-approval by the Business/Finance Subcommittee or to review, prior to reimbursement, by the Business/Finance Subcommittee**.** In the absence of the superintendent and acting in his/her stead, the Directors may incur food and non-alcoholic beverage expenses for meals incurred in connection with conducting District business, subject to pre-approval by the Superintendent or to review, prior to reimbursement, by the Superintendent.

Requests for reimbursement and supporting documentation must be submitted within thirty (30) calendar days after the expense is incurred on District approved forms. Documentation for reimbursement must include dated itemized receipts, an explanation of the District business being conducted with the names and titles of the persons participating in the business and for whom meal, food and/or beverages were paid, and the date, time, and location such business was conducted.

Except in limited circumstances as defined by the Business/Finance Subcommittee, the District shall not reimburse food, beverage or meal expenses for business conducted by the Superintendent with other District employees. Reimbursement shall based upon rates established by the U. S. General Services Administration for the relevant meal and location.

This policy shall not apply to:

1. Refreshments provided for teacher education programs, workshops or in-service days held in the schools.

2. Refreshments provided at school or District administration sponsored programs and events held on school grounds.

3. School Committee sponsored recognition dinner programs held at a District school and prepared by District cafeteria workers.

4. Meal and non-alcoholic beverage expenses incurred in connection with employee travel, which is governed by other policies.

The administration shall prepare a quarterly report for the School Committee listing meal expenses incurred under this policy, including: classification of employee, destination, dates and purpose of meals.

Employees Covered by Collective Bargaining Agreements

If there is a conflict between this policy and the terms of a collective bargaining agreement applicable to an employee seeking reimbursement, the terms of the applicable collective bargaining agreement shall prevail.

First Reading: 01/10/06

Second Reading: 01/24/06

P5273.2A

POLICY RELATING TO PERSONNEL MANAGEMENT

REIMBURSEMENT MILEAGE, PARKING, TOLLS

The Wachusett Regional School District will reimburse District employees for privatelyowned vehicle expenses incurred in connection with conducting District business including: mileage, parking and tolls.

The District will not reimburse commuting expenses. If an employee conducts District business on the way to or from the employee's residence, the District will only reimburse mileage and tolls attributable to the difference between the distance traveled and toll expenses incurred to accomplish the District's business and the distance and toll expenses involved in the employee's regular commute. The District will not pay for or reimburse parking tickets, traffic fines, towing or vehicle repairs for an employee's privately-owned vehicle.

Mileage shall be reimbursed at rates established by the United States Internal Revenue Service for standard business expenses. All claims for mileage, parking, and toll reimbursement for the use of a personal vehicle must be submitted by the employee to the Superintendent, or his/her designee, with appropriate documentation no later than thirty (30) days after the date that the expense was incurred. Reimbursement claims by the Superintendent must be submitted to the Business/Finance Subcommittee with appropriate documentation no later than thirty (30) days after the date that the expense was incurred.

All claims for reimbursement shall be made on district approved forms and shall include a statement of the purpose for the travel, the date of the travel, the total mileage, and the parking and toll costs. Receipts for parking and tolls should be attached to the form for reimbursement.

If there is a conflict between this policy and the terms of a collective bargaining agreement applicable to an employee seeking reimbursement, the terms of the applicable collective bargaining agreement shall prevail.

School Committee members shall be entitled to reimbursement for privately owned vehicle expenses incurred in conducting School Committee business outside of the

District approved by majority vote of the School Committee. Such approval may be given before or after the event at the discretion of the School Committee.

POLICY RELATING TO PERSONNEL MANAGEMENT

REIMBURSEMENT MILEAGE, PARKING, TOLLS (continued)

Reimbursements will be made upon the same terms and conditions specified above.

First Reading: 01/10/06

Second Reading: 01/24/06

POLICY RELATING TO PERSONNEL MANAGEMENT

EMPLOYEE TRAVEL FOR WORKSHOPS, CONFERENCES, VISITATIONS

A. Budget

The Wachusett Regional School District shall develop a staff travel budget for each cost center that will provide for the reimbursement of travel expenses for workshops, conferences, and visitations for its employees.

B. Approval

An employee seeking reimbursement for travel expenses, except for mileage, parking, and tolls, which are covered by Policy 5273.2**,** shall request prior approval for such travel using the requisite District form. The form shall include the cost and purpose of the travel and the date(s). Prior to incurring any expenses:

- all school-based employees must obtain prior written approval for the travel from the building principal and the Superintendent;
- all Central Office employees, must obtain prior written approval for the travel from the Superintendent;
- the Superintendent must obtain prior written approval from the Business/Finance Subcommittee.

The approved cost of travel and related expenses will be encumbered against the relevant account.

C. Reimbursement

Upon completion of the pre-approved travel, the employee shall file a reimbursement form(s) that will detail all expenses incurred, along with receipts for all expenses. The employee must attach a copy of the written approval authorizing the travel to his/her reimbursement form(s). Reimbursement for air travel shall be limited to coach fares on commercial airlines. Employees

POLICY RELATING TO PERSONNEL MANAGEMENT

EMPLOYEE TRAVEL FOR WORKSHOPS, CONFERENCES, VISITATIONS

are required to use the airline, which provides the lowest fare to the destination for the authorized travel dates. Reimbursement for travel by Amtrak or other commercial rail shall be limited to coach fares. Employees shall not

(continued)

be reimbursed for lodging unless the purpose of the trip requires multiple days and the destination is more than 35 miles from their residence or the District's Central Office, whichever is closer. The employee may incur food and non-alcoholic beverage expenses for meals incurred in connection with conducting District business, subject to the approval by the Superintendent. Reimbursement shall be based upon rates established by the U. S. General Services Administration for the relevant meal and location.

No expenditures will be reimbursed unless documented by a receipt. Requests for reimbursement must be submitted within 30 days of the completion of the travel. The Wachusett Regional School District shall reimburse the employee for all reasonable expenses associated with travel that have been pre-approved. In no case will such

expenses include alcohol, entertainment expenditures, and travel lodging, meals, or other costs for associates, family members, or others accompanying a traveling employee.

Requests for reimbursement shall be reviewed for completeness by the Business Manager prior to submission:

- to the Superintendent for final approval in the case of requests for reimbursement from Central Office employees and all other District employees;
- to the Business/Finance Subcommittee for final approval in the case of the Superintendent's requests for reimbursement.

D. Quarterly Expense Report for Travel

The administration shall prepare a quarterly report for the School Committee listing travel expenses incurred under this policy, including: classification of employee, destination, dates and purpose of travel.

POLICY RELATING TO PERSONNEL MANAGEMENT

EMPLOYEE TRAVEL FOR WORKSHOPS, CONFERENCES, VISITATIONS

(continued)

E. Employees Covered by Collective Bargaining Agreements

If there is a conflict between this policy and the terms of a collective bargaining agreement applicable to an employee seeking reimbursement, the terms of the applicable collective bargaining agreement shall prevail.

First Reading: 01/10/06

Second Reading: 01/24/06

POLICY RELATING TO PERSONNEL MANAGEMENT

EMPLOYEE TRAVEL FOR WORKSHOPS, CONFERENCES, VISITATIONS

Amendment First Reading: 09/10/07

Amendment Second Reading: 10/09/07

WRSDC Policy 5273.3

POLICY RELATING TO PERSONNEL MANAGEMENT

UNREPRESENTED NON-CONTRACT EMPLOYEES BENEFITS

The Wachusett Regional School District shall provide benefits to Unrepresented Non-Contract employees in the following manner:

SICK LEAVE

During the first five (5) years of employment, full-time, full-year and full-time, school year staff will accrue sick leave at the rate of twelve (12) days per year, cumulative to one hundred eighty (180) days. After completing five (5) years of employment, full-time, full-year and full-time, school year staff will accrue sick leave at the rate of fifteen (15) days per year, cumulative to one hundred eighty (180) days. Full-time is thirty (30) hours or more per week, prorated to award on basis of hours per week, with requirement of an average of twenty (20) hours worked per week, to receive this benefit.

For illness of an Unrepresented Non-Contract employee's immediate family, which necessitates the employee's absence from work, up to five (5) days per year may be charged to the employee's personal sick leave.

PERSONAL LEAVE POLICY

The District will provide up to three (3) days per year which may be used for personal leave at full pay, with prior approval of the Superintendent or designee, for the purpose of conducting personal business that must be conducted during regular work hours. Employees' unused personal days shall be converted to unused sick days and be added to the employee's total sick day accrual at the end of the fiscal year.

HEALTH AND LIFE BENEFITS

Unrepresented and non-contract employees who are regularly employed twenty (20) hours or more per week for the District shall receive health insurance and life insurance

First Reading: 09/26/94

Second Reading: 10/11/94

Amendment First Reading: 10/12/04

Amendment Second Reading: 10/25/04

Re-Amendment First Reading: 09/10/07

Re-Amendment Second Reading: 10/09/07

Re-amendment First Reading: 08/12/13

Re-amendment Second Reading: 09/09/13

WRSDC Policy 5274

POLICY RELATING TO PERSONNEL MANAGEMENT

SMALL NECESSITIES LEAVE

The Wachusett Regional School District provides eligible employees with leave as governed by the Massachusetts Small Necessities Leave Act (SNLA) as set forth below.

Eligible employees may be entitled to take up to twenty-four (24) hours of unpaid leave during any rolling twelve (12) month period for any of the following "covered purposes:"

E) Participation in school activities of a son or daughter as long as those activities are directly related to the educational advancement of the child (e.g., parent-teacher conferences, interviews for a new school);

F) Accompanying a son or daughter to routine health care appointments, including medical and dental appointments;

G) Accompanying an "elderly relative" (defined as an individual at least sixty [60] years of age related to the employee by blood or marriage) to routine health care appointments, including medical and dental visits;

H) Accompanying an elderly relative to an appointment for professional services related to the individual's care, such as interviewing for a nursing home or group care facility.

Leaves covered by the law and this policy will be referred to in this policy as SNLA leave. Any leave taken by an eligible employee for any reason(s) covered by state law or this policy will be considered SNLA leave and will be credited as such in school records, even if the employee does not specifically identify it as leave under this law or policy. School policies are intended to comply with the applicable state law, and no benefit is intended in excess of the applicable law.

Eligibility for leave:

Generally, an employee who has been employed by the District for at least twelve (12) months and has worked at least 1,250 hours during the twelve month period immediately prior to the commencement of the leave may be eligible for SNLA leave for any of the purposes listed above.

POLICY RELATING TO PERSONNEL MANAGEMENT

SMALL NECESSITIES LEAVE (continued)

Duration of leave:

An employee may take up to twenty-four (24) hours of SNLA leave within any rolling twelve (12) month period, measured backward from the date any leave is used. SNLA leave may be taken in half-day increment blocks, up to the maximum amount of leave time available.

Requests for leave:

In the event of foreseeable leave, employees are expected to submit a written request for leave forty-eight (48) hours prior to the anticipated commencement of the leave. Where leave is not foreseeable, notice must be given as soon as is practicable, but not less than one day prior to the leave.

Pay during SNLA leave:

Employees are required to use paid vacation or personal time off, if available, during the time taken for SNLA leave. Any paid time off used is exhausted simultaneously with an employee's entitlement to SNLA leave. If the employee has no paid time off available, then the leave will be unpaid.

Certification:

An employee may be required to submit a certification form from the health care provider or administrator visited during the leave. It is the employee's responsibility to ensure that the certification form is completed and returned to the Office of Human Resources. If an employee fails to obtain the appropriate medical certification of the need for the leave, the District reserves the right to refuse the SNLA leave or to refuse to allow an employee to remain on SNLA leave.

POLICY RELATING TO PERSONNEL MANAGEMENT

SMALL NECESSITIES LEAVE (continued)

Notification:

This policy shall be posted in all District facilities in locations convenient for employee notification. Additionally, reference to this policy shall be included in the District's employee handbook

First Reading: 04/12/99

Second Reading: 04/26/99

Amendment First Reading: 04/09/07

Amendment Second Reading: 04/23/07
WRSDC Policy 5281.8

Appendix 2 Who to Call

Call the Superintendent's Office at (508) 829-1670 if:

- You have a question relative to the accuracy of your paycheck:

  - Director of Human Resources, extension 224
  - Director of Business and Finance, extension 226

- You have a question relative to your health insurance or other benefits:

  Administrative Assistant -- Benefits, extension 231

- You have a question relative to your accrued leave time:

  Administrative Assistant -- Human Resources, extension 228

- You wish to make an appointment to see a member of the District's administrative team:

  Call the office extension listed in the Telephone Directory

- You have a question relative to curriculum development:

  Deputy Superintendent, extension 253

- You have a question relative to staff development:

 Deputy Superintendent, extension 253

- You have a question relative to open positions in the District:

  - Consult the website at www.wrsd.net
  - Consult the *District News*
  - Check the Posted Position listing in each school and at the Central Office

Appendix 3

District Administration

Directory and Telephone Listing

OFFICE OF THE SUPERINTENDENT

Wachusett Regional School District
Jefferson School
1745 Main Street
Jefferson, MA 01522
508/829-1670

Title	Extension
Superintendent of Schools	x230
Deputy Superintendent	x253
Director of Human Resources	x224
Director of Business and Finance	x226
Administrator of Special Education	x238
Supervisor of Pupil Personnel Services	x237
Coordinator of Special Education	x257
Coordinator of Special Education	x276
Curriculum Supervisor	x258
K-8 Facilities Manager	x254
Manager of Food Services	x278
Executive Secretary to the Superintendent	x230

A complete staff directory is available on the District website: www.wrsd.net

Direct links to the District schools can be found on the District's website:
www.wrsd.net

CENTRAL TREE MIDDLE SCHOOL

281 Main Street

Rutland, MA 01543

508/886-0073

CHOCKSETT MIDDLE SCHOOL

40 Boutelle Road

Sterling, MA 01564

978/422-6552

DAVIS HILL ELEMENTARY SCHOOL

78 Jamieson Road

Holden, MA 01520

508/829-1754

DAWSON ELEMENTARY SCHOOL

155 Salisbury Street Holden,

MA 01520

508/829-6828

DR. LEROY E. MAYO ELEMENTARY SCHOOL

351 Bullard Street

Holden, MA 01520

508/829-3203

EARLY CHILDHOOD CENTER

1745 Main Street

Jefferson, MA 01522

508/829-1670

GLENWOOD ELEMENTARY SCHOOL

65 Glenwood Road

Rutland, MA 01543

508/886-0399

HOUGHTON ELEMENTARY SCHOOL

32 Boutelle Road

Sterling, MA 01564

978/422-2333

MOUNTVIEW MIDDLE SCHOOL

270 Shrewsbury Street

Holden, MA 01520

508/829-5577

NAQUAG ELEMENTARY SCHOOL

285 Main Street

Rutland, MA 01543

508/886-2901

PAXTON CENTER SCHOOL

West Street

Paxton, MA 01612

508/798-8576

THOMAS PRINCE SCHOOL

170 Sterling Road

Princeton, MA 01541

978/464-2110

WACHUSETT REGIONAL HIGH SCHOOL

1401 Main Street

Holden, MA 01520

508/829-6771