YOU and ARPS

Your Employee Handbook

THE AMHERST-PELHAM REGIONAL PUBLIC SCHOOLS
Serving Amherst, Pelham and the Amherst-Pelham Regional Schools
170 Chestnut Street, Amherst, MA 01002
Revised 9.5.2025

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This handbook supersedes all previous handbooks for employees and contains current information as of the date of issuance.

Dear Faculty and Staff,

Welcome to the Amherst, Pelham, and Amherst-Pelham Regional Schools! We are truly honored that you have chosen our district as your place of employment. Our students are at the heart of everything we do, and it is our shared mission to ensure their success through the dedication and expertise of an informed and professional faculty and staff.

Our core values—**Accountability, Respect, Professionalism, and Student-Centeredness**—guide every aspect of our work. As members of the ARPS community, it is our collective responsibility to embody these values daily. By doing so, we not only support the academic and personal growth of our students but also foster a positive, collaborative, and respectful work environment.

In this handbook, you will find essential information addressing the business and personnel aspects of our school system. While this document is not exhaustive, it serves as a guide to our district's operations, including topics ranging from special education procedures to school-specific protocols. For more detailed information, our district website offers additional resources, and you will find web links throughout this handbook for further exploration.

It is important to recognize that our district is governed by a combination of federal and state laws, as well as district policies, guidelines, and procedures. As professionals, it is your responsibility to be aware of these legal frameworks and to adhere to the standards set forth in our collective bargaining agreements, individual contracts, and other relevant sources, such as the state athletic association.

The guidelines outlined in this handbook are designed to ensure legal compliance and to promote consistency in our practices across the district. This shared understanding allows us to focus our energy on what truly matters—planning, teaching, and working together to support the success of every student. Should you ever be uncertain about how to proceed in a particular situation, I encourage you to seek guidance from your principal or district supervisor.

Please take the time to read this handbook thoroughly, and acknowledge your receipt and understanding of its contents by signing and returning the last page to the Human Resources Office. If you are a returning employee, you are also required to sign and return a salary notification that includes a statement regarding this handbook and the Boundaries Document.

Thank you for your unwavering commitment to our core values and for your dedication to professionalism and excellence. Together, we will continue to make a positive impact on our students and our community.

Sincerely,

Superintendent of Schools

Dear ARPS Staff,
Welcome to a new school year at ARPS! Whether you are joining us for the first time or are a returning member of our community, I want to extend my heartfelt gratitude for your commitment to our district and our students. Your dedication plays a vital role in the success and well-being of our students, and I am thrilled to have you as part of our team.

At ARPS, our mission is centered around the principles of Accountability, Respect, Professionalism, and a deep focus on being Student-Centered. These core values guide everything we do, from our daily interactions with students and colleagues to the long-term goals we strive to achieve as a district.
This year, we are continuing to advance our district-wide goals, which include:

- **Data & Accountability**: Using data to guide decisions and improve student outcomes.
- **Healing & Stabilization of the District**: Fostering collaboration, trust, and respect within our district.
- **Being Student-Focused**: Prioritizing the academic, social, and emotional well-being of our students.

In alignment with our mission and goals, we are also deeply committed to promoting diversity, inclusivity, equity, and belonging across all levels of our district. We believe that every member of our community, regardless of background, should feel respected, valued, and included.

As the HR Department, our goal is to provide you with the necessary resources to not only recruit top talent but also to support your ongoing professional growth and development. We recognize that the strength of our district lies in the expertise and dedication of our staff. We are here to help you excel in your roles.

It is our hope that this Employee Handbook will answer or clarify any questions you may have; however, should you encounter a question or problem that is not covered in the attached manual, or if you have any questions about your employment with our district, please call any of the staff listed below or visit the Human Resources Office located in the Regional Middle School.
Best wishes for a wonderful and productive school year.

Jennifer Ortiz
Human Resources Director

HR STAFF:

- Yahdira Torres: HR Administrator; 413-362-1873; TorresY@arps.org
- Damany Gordon: Diversity, Equity Specialist; 413-362-1872; GordonD@arps.org
- Carol Newman-Rose: Benefits Specialist; 413-362-1808; Newman-roseC@arps.org

ABOUT THE AMHERST-PELHAM REGIONAL SCHOOLS



The District consists of six schools within two towns; four elementary schools, one middle school and one high school. There is also an alternative program, Summit Academy, which educates secondary students with unique needs. The three Amherst Elementary Schools are governed by an elected five-member school committee. One elementary school in Pelham is governed by a five-member elected school committee. Our Regional High School and Middle school is governed by a nine-member school committee with representatives from each of the four towns within the region; Amherst, Pelham, Leverett, and Shutesbury. Our district serves approximately 2500 students from Preschool through grade twelve and employs approximately 700 permanent employees.

The administrative operations are centralized at the Regional Middle School under the direction of the Superintendent. In addition to the Superintendent, the Central Office houses the Office of Student Services (including Special Education), Business Office, Office of Diversity, Equity and Human Resources, Information Systems, Maintenance and Facilities, Food Services, and The ARPS Family Center.

CORE BELIEFS

The primary responsibility of public education is to prepare our youth for active and productive participation in our society and the world. Understanding that "schools are essential to laying the foundation for the transformation of society and the elimination of oppression and injustice," the Amherst Pelham Regional Schools affirm their commitment to becoming a multicultural school system, defined both as "a philosophical concept built on the ideals of freedom, justice, equality, equity, and

human dignity as acknowledged in various documents (such as the U.S. Declaration of Independence and the Universal Declaration of Human Rights)"[2] and "a process of comprehensive school reform and basic education for all students [which] challenges and rejects racism and other forms of discrimination in schools and society and accepts and affirms the pluralism (ethnic, racial, linguistic, religious, economic, and gender, among others) that students, their communities, and teachers reflect." [3]

Our definition of multicultural education should permeate all we do at every level. It requires that;

- We affirm the right of all students to the opportunity to learn
- We affirm the right of all families to participate in the school community
- We hold high expectations for all students, regardless of ethnicity, race, native language, religion, social class, gender, sexual orientation and/or disability or any other protected class
- We actively interrupt all manifestations of racism, classism, religious intolerance, heterosexism, ableism, sexism and all other forms of injustice
- Our curricula across all disciplines and the instructional strategies employed by teachers are actively anti-bias
- We provide our staff with the education, materials and time to develop the required understandings
- Our staff be racially, ethnically and linguistically representative of our student body
- We allocate resources (monetary and otherwise) to this transformational effort
- We hold ourselves accountable for reaching these goals

One of the best aspects of working in the Amherst, Pelham, and Amherst-Pelham Regional School system is the feeling of collegiality, which is a key component not only to a positive working environment, but also to a more positive learning environment for our students. ARPS understands that disagreements between colleagues sometimes happen, and complaints are taken seriously. Once an administrator receives a complaint, they will take appropriate action. However, it is important and often more beneficial to look first for potential reasons for disagreements, such as miscommunication, before pursuing contract language around complaints. A positive working environment with an open flow of communication provides the best learning environment for the students.

YOU AND ARPS

We are pleased to have you as a member of the staff of the Amherst, Pelham, and Amherst-Pelham Regional School District. The skills and commitment you bring to your job make an important contribution to our goal of achievement, belonging, and community for all children regardless of whether you work full-time or part-time and regardless of your position--whether it is administrative, professional staff, paraeducator, or support staff. Your ability and energy largely determine what this organization will accomplish. We are happy to have you as a member of our team.

Our district has a long history of academic excellence and achievement. It is a place for children to develop intellectual curiosity, and to become humanistic and civic-minded, which is a continuous

process that begins in the home, moves to the classroom, and into the community. The district is committed to creating an environment that allows equity of opportunity for all students.

This Employee Handbook has been written to provide information and guidance to our employees. The Amherst, Pelham, and Amherst-Pelham Regional School District reserves the right to change, add or delete any of the provisions in this handbook at any time. Also, the handbook is not all-inclusive. It is intended to provide relevant information regarding policies and procedures to all staff. Employees will need to work closely with their supervisors so that school-based expectations are clear. This Handbook is not a contract and employees are employees at-will unless a collective bargaining agreement or individual contract provides otherwise. Employees covered under collective bargaining agreements should consult the actual agreements and/or speak with building-based union representatives for detailed information about working conditions and benefits. Like any public agency, the district is governed by federal and state laws and adheres to the policies of the local School Committees.

Employees new to the district are likely to have many questions relating to their specific job functions and responsibilities. Please direct any inquiries you might have to your immediate supervisor, building principal, or contact the Office of Diversity, Equity and Human Resources at (413) 362-1808 or email us at HumanResources@ARPS.org.

EQUAL EMPLOYMENT OPPORTUNITY

ARPS is an equal opportunity employer. Except where required or permitted by law, employment practices will not be influenced or affected by an applicant's or employee's race, color, creed, gender, age, sexual orientation, disability, religion, national origin, genetic information, military status or any other legally protected classification, as these terms have been defined by state and federal anti-discrimination laws.

This policy governs all aspects of employment with ARPS, including hiring, job assignment, promotion, compensation, discipline, termination, access to benefits, training and all other terms, conditions and privileges of employment.

The implementation and maintenance of an effective policy to ensure equal employment opportunity for all persons without regard to protected status is incumbent upon all employees to cooperate in this endeavor. If you have questions or concerns about any type of discrimination, contact the Assistant Superintendent for Diversity, Equity and Human Resources.

Employees may raise concerns, report violations, and/or participate in an investigation without fear of retaliation. Further, any employee's involvement will be kept confidential to the extent practicable. To access the Biased Based Reporting Form you can click the link or go to: https://is.gd/Egpgfu.

EMPLOYEES WITH DISABILITIES

ARPS provides equal employment opportunities to otherwise qualified individuals with disabilities, which includes offering reasonable accommodations. A disability is a physical or mental impairment that

substantially limits one or more major life activities. A qualified individual with a disability is a person with a disability who, with or without reasonable accommodation to his/her disability, can perform the essential functions of his/her position.

In general, it is your responsibility to notify us of the need for an accommodation you believe may be necessary, or the functional limitations caused by your disability. We encourage any employee who believes he/she requires an accommodation due to a disability to request the accommodation through the Assistant Superintendent for Diversity, Equity and Human Resources. Accommodations suitable for individual employees will be determined on a case-by-case basis in consultation with you. When appropriate, we may require additional information from your physician or other medical professional. We also may send you to a physician or other medical professional of our choosing.

All medical information pertaining to an employee will be kept as confidential as practicable and disclosed on a need-to-know basis only.

SEXUAL HARASSMENT

ARPS is steadfast in providing employees a working environment free of unlawful sexual harassment from actions by anyone, including other employees, supervisors, members of management, vendors, or customers. This policy applies to all work-related settings and activities, whether inside or outside the workplace, and includes business trips and business-related social events.

Sexual harassment includes conduct such as unwelcome sexual advances, requests for sexual favors, and/or verbal or physical conduct of a sexual nature, including, but not limited to, drawings, pictures, jokes, teasing, or other sexually related comments, and uninvited physical contact.

Sexual harassment of an employee will not be tolerated.

Employees may raise concerns, report violations, and/or participate in an investigation without fear of retaliation. Further, any employee's involvement will be kept confidential to the extent practicable. To access the Biased Based Reporting Form you can click the link or go to: https://is.gd/Egpgfu.

The District issues a separate Sexual Harassment Policy to each new employee and to all existing employees each year. Employees must review the policy and return the signed and dated signature page.

PROTECTED CLASS HARASSMENT

ARPS is committed to maintaining a work environment free from unlawful harassment or from actions by anyone, including other employees, supervisors, members of management, vendors, or customers. This policy applies to all work-related settings and activities, whether inside or outside the workplace, and includes business trips and business-related social events.

Protected class harassment includes unwelcome conduct that is based upon a person's legally protected classification including race, color, creed, gender, sexual orientation, disability, religion, national origin, age, genetic information, or military status and any terms have been defined by state and federal anti-discrimination laws.

The district is committed to fair treatment of all employees and harassment of any form will not be tolerated. If you feel that you have been treated unfairly or harassed please notify the Office of Diversity, Equity and Human Resources. Employees may raise concerns, report violations, and/or participate in an investigation without fear of retaliation. Further, any employee's involvement will be kept confidential to the extent practicable.

PREGNANT WORKERS FAIRNESS ACT

Massachusetts State legislature signed into law the Pregnant Workers Fairness Act ("the Act") which amends the current statute prohibiting discrimination in employment, G.L. c. 151B, §4, enforced by the Massachusetts Commission Against Discrimination (MCAD).

The Act, **effective on April 1, 2018**, expressly prohibits employment discrimination on the basis of pregnancy and pregnancy-related conditions, such as lactation or the need to express breast milk for a nursing child. It also describes employers' obligations to employees that are pregnant or lactating and the protections these employees are entitled to receive. Generally, employers may not treat employees or job applicants less favorably than other employees based on pregnancy or pregnancy related conditions and have an obligation to accommodate pregnant workers.

Please refer to this link for the complete law: https://goo.gl/SDzzN2

STARTING EMPLOYMENT

EMPLOYMENT PAPERWORK

Upon acceptance of a job offer and prior to beginning work, all new employees must arrange to visit the Human Resources Office to ensure that documentation necessary for employment has been submitted. Employees must provide proof of eligibility to work in the US by completing the Federal Employment Eligibility and Verification Form. Birth certificates are required by the Hampshire County Retirement Board for all non-teaching staff members. Depending on the nature of your position within the district, official education transcripts may also be required. At this time, employees can review their eligibility to receive benefits.

IDENTIFICATION BADGES AND ARPS DEVICES

At the time of new employment each employee of the School District, including administrators, faculty, staff, coaches, and part-time employees will be issued Identification badges (ID badges) which are required to be worn while on School District property. The ID shall be displayed so that it is easily visible.

In the event that an official ID badge is unavailable for any employee, the front office of each school shall issue a temporary identification badge. The temporary ID shall be returned to the front office each time the employee exits the school.

Every employee shall return their ID and all ARPS devices, materials and keys to the principal of their assigned building or the Human Resources Office upon termination of employment.

CRIMINAL RECORDS CHECKS AND FINGERPRINTING

The policies of the Amherst, Pelham, and Amherst-Pelham School District require that Criminal Records Checks (CORIs) , and Sex Offender Registry Information (SORIs) are conducted on all employees, tutors and regular volunteers. CORIs and SORIs are conducted at the time of job offer, and all offers of employment are contingent upon satisfactory results as determined by the employer. The district reserves the right to periodically update CORI and SORI records for individual employees, employees in specific job categories or the school department as a whole. An unsatisfactory CORI or SORI report may result in termination of employment. CORIs and SORIs are routinely conducted every three years, or when the employer becomes aware of the possibility of criminal activity.

All staff hired must have their fingerprint checks conducted by Morpho Trust or SAFIS. Fingerprint records will not be accepted through anyone other than MorphoTrust or SAFIS.

ORIENTATION

The goal of School and department administrators is to support and to encourage all employees in being successful in their jobs. They are prepared to answer questions employees may have about specific responsibilities, work hours and general policies and procedures relating to employment within the District. Please feel free to ask questions of your building principal, supervisor or human resources staff at any time.

EMPLOYMENT EXPECTATIONS

All employees are expected to demonstrate a professional, cooperative, kind and courteous demeanor in all interactions with students, parents, colleagues and members of the community. The use of profane language is prohibited.

It is expected that all employees will follow general and specific work and employment guidelines, carry out instructions and directions appropriately that are issued by supervisors or administrators, and perform job responsibilities in a satisfactory manner. Employees are expected to have regular attendance, arrive to work on time and adhere to designated starting and ending times for work, breaks, lunch, etc. Employees should be conscious that School Department telephones, supplies and equipment and services (including Internet access and fax machines) are for professional use only. Excessive personal calls, or use of supplies, services or equipment for personal reasons are not allowed. Please refer to the Acceptable Use Policy contained in this manual. Employees will abide by the Boundaries Document included with this Handbook.

The duly adopted policies of the Amherst, Pelham, and Amherst-Pelham Regional School Districts, along with federal and state statutes and regulations, are the rules by which our schools and districts are governed. These official policies are compiled in a policy manual, which sets forth the Committee's policies in the following areas:

- Educational Agency Relations
- Facilities Development
- Fiscal Management
- Foundations and Basic Commitments
- General School Administration
- Instructional Program
- Negotiations
- Personnel
- School Committee Governance and Operations
- School-Community Relations
- Students
- Support Services

Please carefully read District Boundaries at the following website: https://is.gd/49WYcd. It is your responsibility to become familiar with and to adhere to all of the policies of the School Districts.

DRESS AND GROOMING

All ARPS employees should take pride in being part of the positive image of ARPS. ARPS does not have a specific dress code, but staff members are expected to use their best judgment in dressing appropriately to present a professional and neat appearance and to assure safe and sanitary working conditions. Please direct any specific concerns or questions about dress and grooming to your program director, principal, or supervisor.

CONFIDENTIALITY

As an employee of our school district, you may have access to confidential, protected or privileged information. School staff members who gain access to any private information about others, including staff, students and families have a duty to keep such information private. School staff are allowed to discuss private information among themselves **if** there is a legitimate educational purpose or "need to know".

NEED TO KNOW

All employees must show extreme caution in managing student, personnel, and financial records. Records with personal information should not be left on desks, and critical records should be maintained in locked files.

Being an employee of a single school, department, or district does not entitle everyone to information about every situation. Details of discipline cases, student academic performance, and confidential information may not be shared simply because one works in the same school or building. Information is provided solely on a "need to know" basis and in compliance with district and state policy and state and federal law.

It is expected that employees will respect others' rights to privacy by not releasing confidential information to unauthorized individuals or groups. Employees should consult their supervisors with any questions regarding confidentiality.

Some school professionals such as counselors, psychologists, and nurses have a higher duty of confidentiality which limits their ability to share private information and only under specific situations.

GENERAL GUIDELINES FOR STAFF TO FOLLOW:

- Discussions regarding personal information of students or families should **only** be shared with other professionals who need to know this information to work with them
- Do not repeat rumors or gossip you hear regarding the personal life of students, their families or staff
- Encourage anyone who requests information about students and their families to pose the question to an administrator
- Do not discuss specific information regarding students and their families in front of other students or in public areas. If such topics are brought up by another, offer to discuss it in private or at a more appropriate time
- You may not release any type of information regarding students and their families to parties outside the school system unless directed to do so by an administrator. Please refer those types of requests to an administrator
- Always consider that other people may see what you have written or hear what you have said regarding students or families
- Respect "need to know" limits on information. Not everyone in a building needs to know the details of a discipline case or situation. Outside of those who "need to know," it is gossip and potentially a violation of privacy
- Do not "cc" everyone on emails and do not "respond to all" except when necessary – especially when student information is included. Again, "need to know" and how much information an individual needs varies

WEAPONS AND DANGEROUS INSTRUMENTS

ARPS's policy is to prohibit the possession, storage, or use of all firearms, lethal knives, and any other weapons or dangerous instruments in, on, or near any ARPS building, site, vehicle used in ARPS business or vehicle of any kind, or at any ARPS or ARPS approved event regardless of location. This policy applies to all persons (including but not limited to employees and students) on ARPS property or at ARPS-sponsored activities, regardless of any lawful license or other legal right to possess or carry a firearm or

other weapon. For purposes of this policy, weapons or dangerous instruments shall include, but not be limited to, any weapon loaded or unloaded from which a shot may be discharged or a switchblade knife, gravity knife, billy blackjack, metal or brass knuckles, dirk knife, switch knife, or any knife having an automatic spring release device by which a switchblade is released from the handle having a blade of more than 1½ inches in length, stiletto or any knife with the edge portion of the blade of which is 1 1/2 inches or more in length, or any martial arts weapon or electronic defense weapon, or any other dangerous or deadly weapon.

SMOKING

Smoking or the use of any tobacco, E-Cigarette, or tetrahydrocannabinol (THC) products within the school buildings, school facilities, on school grounds, school sponsored events, or on school buses by any individual, including school personnel, is prohibited and is strictly enforced.

DRUG FREE WORKPLACE

ARPS recognizes the importance of maintaining a workplace that is drug and alcohol free in order to enhance the welfare of employees and students. The Drug-Free Workplace Act requires the district to certify that they maintain a drug-free workplace as a condition of receiving federal grants and contracts.

Employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession or use of any controlled substance or the possession, use, purchase, sale or other transfer of alcohol by any employee while on school premises or while performing any job-related activity, whether on or off school premises. Employees are also prohibited from reporting for work or performing any job-related activities, on or off school premises, while under the influence of alcohol or any illegal controlled substance. The possession, smell, or use of marijuana is not permitted in the workplace.

This policy does not prohibit the use or possession of a drug prescribed for the employee by a licensed physician and used in a therapeutic dosage in accordance with the physician's instructions; however, employees are required to disclose to the Superintendent the use of any prescribed drug that may impair the employee's ability to perform his/her job safely and effectively.

EMPLOYEE ASSISTANCE PROGRAM

An Employee Assistance Program (EAP) is a counseling and referral service that serves employees and their families who are experiencing individual or family difficulties. The ARPS Employee Assistance Program is available to ALL ARPS employees, and counselors can be reached at 1-800-451-1834 or at AllOneHealthEAP.com. EAP is available to assist employees with a wide variety of health and personal challenges. Referral to the program can be made directly by the employee or family member. Please be assured that all employee interactions with All One Health are strictly confidential; as the employer, we do not have access to personal information you may share with employee assistance staff.

This employee assistance program offers 24-hour assistance. All records regarding an employee's participation in the program are held in strict confidence. No information regarding the nature of such problems will be discussed with school administrators or other personnel, nor will it be included in any school file.

Employees interested in seeking confidential help from the EAP are urged to call the EAP provider for more information. Information on the ARPS EAP may also be retrieved from ARPS.org. Supervisory personnel may advise employees of the program.

STAFF ETHICS/CONFLICT OF INTEREST

The district expects members of its professional staff to be familiar with the code of ethics that applies to their profession and to adhere to it in their relationships with students, parents, co-workers, and officials of the school system. All employees are also required to complete the on-line State Ethics Training and provide a certificate of completion once every two years. No employee of the school district will engage in or have a financial interest in, directly or indirectly, any activity in which the school district has an interest, or that conflicts or raises a reasonable question of conflict with his/her duties and responsibilities in the school district. Nor will any staff member engage in any type of private business during school time or on school property.

Employees will not engage in work of any type where information concerning students or other staff originates from any information available to them through school sources. Moreover, as there should be no conflict of interest in the supervision and evaluation of employees, at no time may an administrator be responsible for the supervision and/or evaluation of an employee directly related to him/her, including individuals who reside in the same household.

At least two weeks before the school district employs a member of the immediate family of the superintendent, a central office administrator or a school committee member, or before a member of the immediate family of a principal shall be assigned as an employee at the principal's building, written notice shall be given to the school committee of such person's prospective employment or assignment.

GIFTS AND GRATUITIES

In general, a public employee may not accept any gift worth $50 or more that is given because of the position he or she holds. Public employees may accept gifts that are worth less than $50, but they should disclose in writing on the form titled "Disclosure of Appearance of Conflict of Interest as required by G.L. c.268a, §23(b)(3)," which can be found on the State Ethics Commission's website, that they have done so if, based on the specific circumstances, a reasonable person would think that the public employee might unduly show favor to the giver or the giver's child, or be influenced by the giver.

The law prohibits gifts to public employees, not gifts to public agencies. Gifts may be received by a public school or for a particular classroom, and the $50 limit does not apply. Example: A PTO wants to

give $75 gift card to a specific classroom to buy classroom supplies. The classroom supplies bought with the gift cards are the property of the school, not the teachers. All gifts, however, must be formally approved by the School Committee before the gift is used and used for the intended purpose (e.g. to buy supplies).

SOLICITATION AND DISTRIBUTION

Employees may post non-school related information in a designated area after receiving approval from the building principal or his/her designee. Solicitation and distribution of non-school related information and other material is limited to non-working time. The distribution of literature or other material, including handbills, in working areas is prohibited at all times. District or school-wide emails soliciting donations for causes are prohibited without prior approval from the Superintendent (for District-wide emails) or the building principal (for building-wide emails), or his/her respective designee. Solicitation and distribution by non-employees on school premises is prohibited at all times unless specifically allowed by separate School Committee policy.

PERFORMANCE EVALUATIONS

All ARPS employees are evaluated periodically. You and your principal, program manager, or supervisor will meet throughout the year and in accordance with negotiated contracts, to evaluate your work. If applicable, a supervisor will formally evaluate an employee's job performance and assess how satisfactorily he/she is performing the responsibilities of their position. Performance evaluations are an important factor in continued employment. These sessions are good opportunities to share concerns, aspirations, and successes with your immediate supervisor.

If an employee does not agree with a performance evaluation, he/she may submit a written response addressing any relevant issues to the supervisor and to the Human Resources Administrator. The performance evaluation and any written response an employee elects to submit will be included in the employee's permanent personnel record. Collective bargaining agreements may have specific requirements regarding evaluation.

You can find a copy of all collective bargaining agreements on the ARPS website. Please take the time to read the contract. It will describe your specific rights under union representation. ARPS management believes in open communication among all levels of staff within the organization. It is important and helpful to employees, and essential to the effective operation of the organization. The Principal, Program Manager or Supervisor is the most direct line of communication between the employee and the organization and is the most likely person to help get questions answered.

PERSONNEL FILE

Official ARPS personnel files are housed in the Department of Human Resources. Employees may review their file within 10 days upon written request to the Human Resources Administrator. Employees may have any document in their personnel file copied, within a reasonable amount of time. **Please note**: Copies may be made available at YOUR expense.

PAYROLL

PAY SCHEDULE/DIRECT DEPOSIT/DEDUCTIONS

Employees are paid biweekly on Wednesdays. Full year employees are paid 26 times per year. School year employees have the option of being paid 22 or 26 times per year. This pay option declaration must be made at the time of original hire or annually, at such time as salary notifications for subsequent years are issued by Human Resources. In accordance with federal regulations, changes to the 22/26-pay and lump sum option may not be made after the school year begins. Employees may elect to have their salary directly deposited to his/her bank account by obtaining a Direct Deposit authorization form from Human Resources or from the Business Office.

All payroll deductions are itemized on paycheck stubs or Advice of Deposit forms. To ensure that an employee is paid accurately, he/she should report any change in name, address, marital status or number of exemptions to (413) 362-1821 or (413) 362-1819. Questions regarding pay may be addressed with the Payroll Department staff at (413) 362-1819 or (413) 362-1821.

PAYCHECK DISTRIBUTION

Most employees receive an electronic email advice to confirm deposit of their biweekly pay. For those individuals who prefer to receive their check or payroll confirmation in paper form, paychecks will be sent from the Business Office to each building and distributed to employees when school is in session. If school is not in session, paychecks may be picked up at the Business Office located in the Middle School between 8:00 a.m. and 3:00 p.m.

OPERATION OF AN EMPLOYER MOTOR VEHICLE

Employees are prohibited from using hand-held devices while operating an employer's motor vehicle.

OVERPAYMENT

Employees are advised to review their initial pay, deductions, and any pay changes carefully. If an employee is overpaid by mistake, the employee is expected to reimburse the District for the overpayment.

If the overpayment is nominal, it is deducted from the employee's next paycheck. In some cases, when overpayment is significant, the Director of Finance and Operations will establish a repayment plan. Determination of what is considered "nominal" or "significant" is at the discretion of the Director of Finance.

EMPLOYMENT ELIGIBILITY FORMS (I-9)

It is the policy of the Amherst, Pelham, and Amherst-Pelham Regional School Districts to comply with the U.S. Immigration Law. ARPS will verify the identity and eligibility of all persons hired after the effective date of the Immigration Reform Act (11-6-86). Employees who refuse to comply with this policy may result in disqualification from employment.

PAYROLL DEDUCTIONS

Federal Income Tax (FIT): Automatic payroll deductions are made biweekly, based on the number of exemptions claimed on your Federal W-4 form.

State Income Tax (SIT): Automatic payroll deductions are made biweekly, based on the filing status selected on your W-4 form.

Insurance: If an employee decides to select health insurance and/or the buy-up/optional long term disability (LTD) insurance, the employee's portion of the premiums will be deducted biweekly. Benefits will not become effective until the first of the month following the official start date. For any employee who is not on a full 12-month work year, insurance deductions for the months of July and August for health and/or optional LTD coverage will have extra deductions taken beginning February through June.

Union Dues: Union dues or any representation fee authorized or negotiated by ARPS contracts will be deducted biweekly each month. For more information, contact your union president.

Tax Sheltered Annuities: The name of your authorized TSA vendor will be reflected on your biweekly paycheck and will also reflect the biweekly TSA deductions. This represents voluntary deductions made biweekly, at your request, for your tax sheltered annuity program.

Direct Deposit: All or part of your remaining pay may be electronically deposited into a banking institution you designate.

BENEFIT ELIGIBILITY

Information regarding the benefits to which you may be entitled is available in the Human Resources Office. If you have any questions, contact the Human Resources Administrator at (413) 362-1895. Except where otherwise provided by law, ARPS reserves the right to amend, expand, or discontinue any or all benefits at its sole discretion. The specific benefits to which employees are entitled are subject to the applicable collective bargaining agreement, if any.

LABOR ORGANIZATIONS

The district negotiates collective bargaining agreements with labor organizations representing several bargaining units. At present, the bargaining units are as follows: certified personnel (department head and teachers), secretarial/clerical, and paraprofessionals are represented by the Amherst-Pelham Education Association APEA, an affiliate of the Massachusetts Teachers' Association. Administrators such as assistant principals and some directors are represented by the Amherst-Pelham Administrators Association, APAA. Custodial, maintenance and transportation staff are represented by AFSCME Local #1725 of the AFL-CIO, and food service workers are represented by UFCW, Local 1439.

The majority of permanent employees hold a position in one of these bargaining units. If your position is in one of these bargaining units, you should receive a copy of the labor agreement that applies to your position from the union representative in your building or from Central Office. The agreements are also

available online at www.arps.org. These agreements outline more specifically some of the employment issues addressed in this Handbook.

JOB OPENINGS AND POSITION POSTINGS

ARPS posts vacancies for unit positions in accordance with the terms of collective bargaining contracts. The position postings allow the District to inform employees of openings that may afford them opportunities for advancement or transfer. All current vacancies are posted within individual buildings and on the District website, www.arps.org. To be considered for a vacancy or to transfer within the district, candidates must apply online for the vacancy. It is also advisable to notify the Assistant Superintendent of Diversity, Equity and Human Resources or the Human Resources Administrator of a request for transfer. If a position is not affiliated with any bargaining unit, the duration of the posting period and placement of postings will be decided by the Superintendent or his/her designee with the needs of the district in mind. Vacancies may also be advertised locally and regionally.

EMPLOYMENT GUIDELINES

COMPENSATION AND PAY SCHEDULE

Salary is based on the salary range established for each position. Previous experience and level of education may be factors in determining salary. Salary schedules for positions covered under collective bargaining agreements are provided within such agreements.

Salary increases, including step increases, are governed by collective bargaining agreements for unionized employees. Non-union employees are granted increases at the discretion of the Superintendent and/or School Committee.

WORK SCHEDULES

Employees within the ARPS District work a wide variety of schedules and hours. The work year may be based on a 10-month or 12-month schedule, and regular work hours may range from less than 10 to 40 or more hours per week, depending upon the nature of the position, school and district needs and collective bargaining agreements. One's supervisor or building/department administrator will explain the work hours associated with a position in accordance with school policies and practices and answer any pertinent questions. Non-exempt employees are eligible for overtime at a rate of time and a half their regular rate when they actually work in excess of 40 hours in a week.

ATTENDANCE AND ABSENCES

Although paid time is provided to you for a variety of reasons, each employee is expected to use benefit time only when necessary. It is important to note that our students are best served when each employee is present. We expect you to maintain an acceptable attendance record so that ARPS can deliver the service that students and the community have come to expect. Regular attendance at work is an essential function of all positions at ARPS. Good attendance is part of responsible, professional

behavior. Your attendance record involves not only days missed because of sickness or injury but times you arrive late to work or overstay a lunch break or other program-approved breaks. Good attendance means employees are on the job at the time expected.

If you know you are going to be absent or anticipate absence(s), contact your supervisor immediately so arrangements can be made to handle your work. Even if you're only out for part of a day, it can impact/affect your program.

All absences must be recorded in the district's absence management system, an automated attendance/substitute placement software program, and employees must report their individual absences by phone or online. In the event of a teacher's absence, it is expected that lesson plans (See XXVII – Responsibilities When Absent) and other pertinent materials relating to curriculum and schedules can be easily accessed by the building administrator and the substitute teacher and that notice of absence will be made to the teacher's supervisor and to the building principal. Instructions for accessing the district's absence management system are provided at the time of hire and are available on the website at www.arps.org. As well, the administrative support team in your building can assist you in your use of the absence management system. Non-exempt employees must log in to and out of work each day via the district's time and attendance software. An employee may not work beyond his/her scheduled hours without prior permission from his/her supervisor.

An employee may be required to provide written medical documentation to support an absence at any time and such documentation will always be required for absences of 3 or more consecutive days.

All employees are required to account for each absence by completing appropriate paperwork, which is available in school offices and online at www.arps.org. Some employees submit individual timesheets that must be certified by their supervisor. If timesheets are not submitted on schedule, an employee may experience delays in receiving pay.

ABSENCES WITHOUT PAY (AWOP)

Effective with the 2026–2027 school year, all requests for an Absence Without Pay must be submitted to and approved by the employee's supervisor at least forty-eight (48) hours in advance of the requested absence.

The following requirements apply:

- Prior supervisory approval is required for any Absence Without Pay.
- An Absence Without Pay may not be used as a substitute for sick leave or other accrued paid leave.
- Taking an Absence Without Pay without prior approval is a violation of District expectations and may result in progressive discipline.

The District will apply the following progressive discipline process when an employee uses an Absence Without Pay without prior approval:

1. First incident: Verbal warning

2. Second incident: First written warning
3. Third incident: Second written warning and Performance Improvement Plan
4. Fourth incident: Suspension
5. Fifth incident: Termination

These requirements do not apply to employees who are using an authorized or approved leave, including medical leave, Family and Medical Leave Act (FMLA) leave, or another approved leave of absence. Authorized leaves will continue to be administered in accordance with applicable laws, collective bargaining agreements, and District procedures.

OVERTIME

All overtime must be authorized in advance. Employees may not work beyond their regular scheduled hours without receiving prior approval from their supervisor.

When submitting overtime through the district's time and attendance system, employees must:

- Confirm that the overtime was approved in advance by the Director of Finance and the Superintendent; and
- Provide a clear and detailed description of the work performed during the overtime hours.

Overtime worked without prior approval or submitted without the required documentation may be reviewed by management and may result in corrective action.

Employees with questions regarding leave use, overtime approval, or documentation requirements should contact their supervisor or the Human Resources Department.

All absences must be recorded in the district's absence management system, an automated attendance/substitute placement software program, and employees must report their individual absences by phone or online. In the event of a teacher's absence, it is expected that lesson plans (See XXVII – Responsibilities When Absent) and other pertinent materials relating to curriculum and schedules can be easily accessed by the building administrator and the substitute teacher and that notice of absence will be made to the teacher's supervisor and to the building principal. Instructions for accessing the district's absence management system are provided at the time of hire and are available on the website at www.arps.org. As well, the administrative support team in your building can assist you in your use of the absence management system. Non-exempt employees must log in to and out of work each day via the district's time and attendance software. An employee may not work beyond his/her scheduled hours without prior permission from his/her supervisor.

An employee may be required to provide written medical documentation to support an absence at any time and such documentation will always be required for absences of 3 or more consecutive days.

All employees are required to account for each absence by completing appropriate paperwork, which is available in school offices and online at www.arps.org. Some employees submit individual timesheets that must be certified by their supervisor. If timesheets are not submitted on schedule, an employee may experience delays in receiving pay.

TIME CLOCK: PUNCHING IN AND OUT

Punching In:

Employees must punch in at the start of their scheduled workday. This should be done promptly. If an employee is unable to punch in due to a system error or other issue, they must immediately notify their supervisor or HR to ensure their time is accurately recorded. Employees must punch in at the actual time they arrive. Leaving a note in the district's time and attendance system to request a time adjustment is not permitted and will not result in an automatic correction. If an employee fails to punch in at the correct time, they will be required to meet with their Supervisor to request that the time be adjusted to reflect their actual arrival. This adjustment will require Supervisor approval.

Punching Out:

Employees must punch out at the end of their scheduled workday. This should be done promptly, unless pre-approved for overtime or additional work hours by their supervisor. If an employee leaves the worksite for any reason other than work-related duties (e.g., personal errands), they must punch out and punch back in upon return.

Breaks and Lunch:

Employees are required to punch out for their lunch break and punch back in when their break is over. Short breaks (typically 15 minutes) do not require punching out, provided they are in accordance with the respective Collective Bargaining Agreement.

Accuracy and Integrity:

Employees are responsible for ensuring that their time records are accurate. Any falsification of time records, including punching in or out for another employee, is strictly prohibited and will result in disciplinary action, up to and including termination.

Corrections and Adjustments:

If an error occurs in punching in or out, employees must report the discrepancy to their supervisor or HR immediately. Any adjustments to time records must be approved by the supervisor and documented accordingly.

Compliance:

Consistent adherence to this policy is expected. Repeated failure to punch in or out correctly may result in disciplinary action.

ANNUAL SALARY NOTICES

Annual salary notices are issued each year before school starts and typically before July 1st. Wages are based on an individual's placement within a salary range. Such placement is determined at the time of hiring based on education and experience that is relevant to the position being filled.

TERMINATION, RESIGNATION OR RETIREMENT

Ongoing employment is not guaranteed to any employee and employees are generally employees at-will unless a collective bargaining agreement or individual contract provides otherwise. Employees at-will may leave the District or may be terminated for any or no reason. Written notice of termination for such reasons will conform with the requirements of individual labor contracts.
In the event that an employee resigns employment, he/she is expected to provide written notification of the resignation and a minimum of two weeks notice to his/her supervisor and to the Human Resources Office. Those individuals whose responsibilities are determined by the academic calendar are expected to fulfill their commitments through the academic year. Certain administrative employees have a greater notice requirement under individual contracts. Employees are encouraged to arrange an exit interview with a Human Resources staff member. During this meeting the employee is expected to return all school property i.e. laptops, keys and badges.

FINAL CHECK ISSUANCE:

Payroll will issue final checks for exiting staff as paper checks. The final check will be sent directly to the HR department for distribution. Before issuing the final check, HR will ensure that all district-issued property—such as keys, badges, and electronic devices—is returned.

If an employee plans to retire, he/she should send written advance notification to his/her supervisor and the Human Resources Office, and also directly contact the Retirement Board in which he/she is enrolled well in advance of the anticipated date of retirement to assure that any pension payments and insurance benefits due will be coordinated to avoid gaps in income or insurance coverage. In addition, collective bargaining agreements may have specific language concerning notification dates that must be adhered to in order to receive certain benefits.

Once notice of retirement or resignation is accepted by the Superintendent or his/her designee, it may not be rescinded.

The Massachusetts Teachers' Retirement System (MTRS) administers the retirement system for teachers and educational administrators. Hampshire County Retirement administers the retirement benefit for non-teaching and some administrative staff. Employees who are not eligible to join the Massachusetts Teachers' or Hampshire County retirement system may contact the human resources department for alternative plan administrators.

REHIRES

Employees who leave the School District in good standing and later wish to return are eligible for consideration for rehire provided an appropriate position is available. A previous employee who is rehired is not guaranteed credit for prior service for purposes of vacation, eligibility, seniority, and other

pertinent benefits. Application of benefits is in accordance with a collective bargaining agreement, where applicable.

RETIREMENT PLANS

MASSACHUSETTS TEACHERS' RETIREMENT PLAN

Eligible teachers and administrators participate in the Massachusetts Teachers Retirement System (MTRS) pension plan, a State-administered plan. If an employee is eligible for this plan, after completing and submitting the application, he/she will be enrolled at the time he/she completed their new hire paperwork. Information on the provisions of this Plan may be obtained from the MTRS.

HAMPSHIRE COUNTY RETIREMENT

Other regular full-time and part-time employees who work a minimum of 20 hours per week may participate in Hampshire County Retirement. Participation in the Plan begins on the first day of qualified employment. New employees will be enrolled in the Plan through the Human Resources Office.

Hampshire County Retirement provides a monthly pension benefit to eligible employees who have completed sufficient service upon retirement. This Plan provides for vested minimum retirement as early as age 55 with 10 years of creditable service. The amount of pension benefit increases as age and amount of creditable service increases. Disability Retirement benefits are also available for permanently disabled employees who meet certain qualifications. Detailed information about employee contributions, venting, plan administration, etc. is available through the Hampshire County Retirement Office.

MANDATORY DEFERRED COMPENSATION

Employees who are not eligible for coverage by the MTRS or through Hampshire County Retirement must, according to Federal law, participate in mandatory deferred compensation in lieu of Social Security. Under this requirement, 7.5% of wages are invested on a tax-deferred basis in a Deferred Compensation Plan (DCP). Limited exceptions may apply for individuals who have already retired through the state retirement system.

These mandatory contributions continue as long as the employee employed by the District is not a member of the retirement system. If employment terminates, the participant may elect to leave the funds in the plan and earn tax-deferred interest or withdraw the funds and pay taxes on the income. Questions regarding this can be addressed to the Human Resources Office.

WORKER'S COMPENSATION

Workers' Compensation is designed to provide benefits in the event that an individual is injured in connection with his or her employment. If an employee is injured, he/she should immediately notify

his/her supervisor and report the accident, no matter how minor it may seem. An Accident Report Form, available from the school office or from the Human Resources Office must be completed immediately at the time of the event and submitted to the Human Resources Office. A copy can also be located online at https://is.gd/i2HN9a.

WHAT YOU SHOULD DO IF YOU ARE INJURED

If you have a work related injury, you should report the injury immediately to your supervisor or building nurse. A staff Accident/Injury report must be completed and submitted to the Office of Diversity Equity and Human Resources within 48 hours or the incident. If medical treatment is needed, your supervisor/building nurse will make certain that you receive prompt medical treatment. In the case of an emergency, you should seek treatment from the nearest emergency facility or hospital. You or a family member must also contact your supervisor as soon as possible. Questions regarding this can be addressed to the Human Resources Administrator at (413) 362-1895.

NOTICE OF PRIVACY PRACTICES UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

The Amherst-Pelham Regional Schools (ARPS) Group Benefit Plans (the "Plans") are required by federal law, specifically the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended, to protect the privacy of your personal health information and to provide you with notice of their legal duties and privacy practices (the "Notice") under HIPAA. You can find more information regarding your protected health information, permitted and required uses and disclosures, as well as how your information can be used by visiting this website: https://goo.gl/LbvJNf. You can also contact the Human Resources Administrator OrtizJ@arps.org.

UNEMPLOYMENT COMPENSATION

Unemployment Compensation provides temporary income for those who have lost their jobs under certain conditions. For more information about Unemployment Compensation, or to apply for benefits, contact the local office of the Massachusetts Department of Employment and Training.

BENEFITS

ELIGIBILITY

Regular full-time and part-time employees who work a schedule of 20 hours or more per week are eligible to participate in medical, life, and dental insurance plans.

HEALTH PLAN ENROLLMENT

New employees who are regularly scheduled to work 20 or more hours per week are eligible for health and dental insurance benefits and must enroll within 30 calendar days from the date of hire. Those who do not enroll within this timeframe will not be eligible to enroll for health insurance coverage until the next annual open enrollment period, with the exception of certain "qualifying" events. It is the responsibility of the employee to inform Human Resources within 30 days of the occurrence of a qualifying event.

Employees who work a schedule with 16 or more hours per week may elect to have a payroll deduction for a non-employer group plan. If you would like information about these State-sponsored plans, please call the Human Resources Administrator at (413) 362-1895.

HEALTH CARE PLAN OPTIONS AND COSTS

District employees who qualify for medical coverage have the option of selecting from the plans offered by Blue Cross/Blue Shield. The Town of Amherst periodically reviews health care plan offerings and these plans can change as can the plan design (e.g., co-payments, deductibles, prescription drug tiers) from time-to-time. Once an employee has elected a health insurance option, he/she must remain enrolled in that option until the next open enrollment period. During the open enrollment period, employees may elect to change plans or coverage or to enroll in a plan if eligible.

Eligible employees may elect either individual or family coverage. Family coverage provides for spouses and/or dependents that are under age 26, and dependents of any age that fit the insurance plan's definition of disabled.

An employee may change from individual to family coverage, or add additional members to the plan within thirty days of a birth or adoption of a child or marriage. The Human Resources Office must be notified within 30 days of such an event to effect a change in coverage outside of the open enrollment period.

To obtain detailed information about the available health insurance options, contact the Human Resources Office at (413) 362-1808.

COBRA

If employment should terminate or an employee becomes ineligible to participate in a group health insurance plan, he/she and/or his/her dependents have the right to continued participation in the district group health insurance plan for up to eighteen months (thirty-six months under certain circumstances) under federal COBRA legislation. The employee will be required to pay the full cost of the premium plus an administrative fee. Under COBRA continuation, the district will no longer contribute to the cost of health insurance premiums. For additional information about this option, please contact the Human Resources Office at (413) 362-1808.

DENTAL INSURANCE

Employees may be eligible to participate in MetLife Dental Plan. This is a voluntary plan paid for by the employee. For information about this coverage, please contact the Human Resources Office at (413) 362-1808.

LIFE INSURANCE

All benefit-eligible employees are required to purchase a minimum life insurance policy. It is mandated that the employee enroll in a minimum ($10,000) term life insurance policy through Boston Life Insurance. Other life insurance options are also available, please contact the Human Resources Office for more information.

VOLUNTARY BENEFITS

All benefit eligible employees also have access to the voluntary benefits at their costs. Open enrollment for these benefits begin in the Fall. All voluntary benefits are administered by a third party enrollment firm. Contact Human Resources for more information.

UNUM-SHORT TERM DISABILITY

Unum is a voluntary benefit that offers several policies including short-term disability insurance, which may help you with out-of-pocket expenses not covered by your medical insurance. UNUM's policies pay cash benefits directly to you and your family, unless assigned, regardless of any other insurance you may have. Open enrollment is held once every year. You must be a ARPS employee, eligible for benefits and scheduled to work 20 or more hours per week. For additional information, please visit the human resources website at https://goo.gl/PMGv5v.

VACATION AND HOLIDAYS

HOLIDAYS

Paid holidays for employees are specified in various union contracts. Teachers and certain other salaried staff who work on a school calendar basis do not receive separate paid holidays. Other employees may be eligible for paid holidays. Our school district recognizes the following holidays:

New Year's Day	Independence Day
Martin Luther King, Jr. Day	Labor Day
Presidents' Day	Columbus Day
Patriots' Day	Veterans' Day
Memorial Day	Thanksgiving Day
Juneteenth	Christmas Day

In some instances, holidays that fall on a Saturday are observed on the preceding Friday, and holidays that fall on a Sunday are observed on the following Monday. Union contracts should be referred to for specific details.

In order to be eligible for paid holidays, the holiday must fall within the employee's regular work week. For instance, an employee whose regular work year is from September to June would not be eligible for the July 4th holiday. Similarly, an employee who normally works a three-day schedule consisting of Wednesdays, Thursdays, and Fridays would not be eligible to be paid for Labor Day, which traditionally falls on a Monday.

Employees who are on unpaid leave of absence or are otherwise absent without pay are not eligible to be paid for holidays.

SCHOOL CANCELLATIONS

Weather or other emergency conditions may necessitate that schools be closed. Such closings are announced on radio and local television stations. Our district also maintains a "snow line" that can be reached by calling (413) 362-1898. Cancellations and delays are also posted on the homepage of our website at www.arps.org. Certain employees may be required to report to work, even in severe weather. Your supervisor will advise you if your position falls within this category. Should unique circumstances occur within the district or at a particular school, the superintendent can activate an "all call" message to your home telephone, advising you in the event of unanticipated situations that might close or delay school.

PERSONAL PROPERTY

The districts are not responsible for damage to personal property brought into the school buildings.

PERSONAL DAYS

Regular, full-time School Department employees are generally granted up to three personal days each year. Part-time employees may be granted a prorated amount of personal time off based on their individual work schedule. These days may be used for personal situations beyond the control of the individual. Employees must notify their supervisor as far in advance as possible when they would like to take a personal day by entering their absence in the district's absence system. The day may not be taken until supervisor approval is received. For Teachers, Paraprofessionals, and Clerical staff members, unused personal days are converted to sick leave days for the subsequent school year. Teachers (Unit A) may not use personal days to extend a school vacation period. Leave which qualifies under the Small Necessities Leave Act is charged against the three annual personal days. Please refer to the appropriate union contract for specific language concerning personal leave.

VACATION

Full-year (12 month) employees are eligible for annual vacation leave based on the nature of their position, length of service, union contract and other factors. Employees covered under collective bargaining agreements should consult their union contract for specific vacation eligibility requirements and benefits. Vacation requests are made via the district's absence management system.

Every effort is made to grant vacation requests at the time an employee desires to take vacation leave. However, adequate coverage must be maintained to ensure effective and safe school and office operations. Therefore, vacation requests must be approved by the supervisor in advance and vacation preference is not guaranteed. For purposes of earning and using vacation time, the work year is July 1 through June 30. Generally, vacation time is not credited in advance and is accrued and credited to the employee's vacation record as of July 1 each year. Employees should consult their union contract to determine how many vacation days are permitted to be accrued.

When an employee leaves the employ of the school district, the district will pay the employee for any accrued, unused vacation days.

LEAVE TIME

SICK LEAVE

Regular full-time employees and part-time employees are eligible to accrue sick leave. Sick leave is to be used in the event of personal illness or eligible family leave, non-job related injury or disability. Sick leave may also be applied to supplement Workers' Compensation payments up to the level of regular pay. Sick leave may be used for doctors' visits which cannot be scheduled outside of normal work hours. Please refer to the Family Medical Leave Policy for information about FMLA leave.

Unused sick days may accumulate from year to year up to a maximum specified within union or individual employment contracts. Employees are encouraged to use sick leave days only when medically necessary to allow the accumulation of sick leave towards income protection in the event of a lengthy illness or disability. The abuse and/or misuse of sick leave is prohibited.

In accordance with union contracts, employees may "buy back" their accumulated sick leave days upon retirement within certain limitations. A per diem rate (in accordance with negotiated union contracts) is applied to calculate the amount to which one is entitled.

FMLA

Eligible employees are able to take up to 12 unpaid weeks of leave for family or medical leave under federal law. The Federal Family and Medical Leave Act (FMLA) apply to employees who have been employed for at least 12 months and who have worked at least 1,250 hours in the prior 12-month period. The FMLA applies for employees who are seeking leave for the purpose of either a) caring for a child within the first 12 months after birth, adoption, or placement for adoption or foster care, b) caring for a spouse, child, or parent who has a serious health condition, or c) an employee's own serious health condition which makes the individual unable to perform his/her job. Thirty days notice is required whenever possible. Advance notice whenever possible, along with the appropriate medical certification must be provided or the request for leave may be denied. The District may require second or third opinions (at the employer's expense) and a fitness for duty report to return to work.

It is important to note that Family Medical leave is generally cumulative for all covered purposes; that is, individual sick leave days, medical leave, maternity leave, doctor's visits, etc. counts cumulatively against the annual entitlement of twelve weeks. Restrictions are in place as well for spouses employed by the same employer and the timing of leaves.

During officially approved Family Medical leave, either paid or unpaid, group health and life insurance benefits will be continued under the same terms as when the individual was working, for a maximum of twelve weeks within a 12-month period. According to individual negotiated union contracts, employees may be able to apply a limited amount of their sick leave to care for a seriously ill family member.

If an employee's need for leave extends beyond 12 weeks due to his or her own medically documented illness or disability, the employee may request to continue to be paid using accumulated sick leave. Once personal sick leave and personal days are exhausted, the leave shall be unpaid. In special circumstances, additional, limited leave may be granted by the Human Resources Director. While on an approved FMLA leave, employees are eligible for group health insurance coverage on the same basis as when they were working, including premium contributions from the district. Requests to extend Personal Medical Leaves of Absence must be made in writing to the Assistant Superintendent of Diversity, Equity and Human Resources.

Upon return from FMLA, most employees will be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms. The use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

The Districts maintain a separate FMLA Policy, which is attached to this Handbook.

PARENTAL LEAVE

Employees who are not eligible under FMLA may be eligible under state law for parental leave. Under this type of leave, employees are eligible for up to eight (8) weeks of unpaid leave for the purpose of the birth or adoption of a child. Written notice of the anticipated date of leave and date of return is required. Accrued sick leave and personal leave may be applied to the leave term.

SMALL NECESSITIES LEAVE

Under state law, eligible employees are able to take up to 24 hours of leave for family obligations during any fiscal year (July 1 to June 30). This law applies to employees who have been employed for at least 12 months and who have worked at least 1,250 hours in the prior 12-month period and who are seeking leave for the purpose of participating in school activities directly related to the achievement of their child, to take their child to a routine medical or dental appointment or to accompany an elderly relative (of 60 or more years of age) to a routine medical or dental appointment or for other services such as interviewing at a nursing home. Leave may be taken in increments of at least 1 hour for up to 24 hours in a fiscal year. This leave is unpaid unless an employee chooses to apply personal leave or accrued sick

or vacation time as provided in applicable collective bargaining agreements. This leave does not diminish any greater period of leave that may be provided for in a collective bargaining agreement.

BEREAVEMENT LEAVE

Employees should consult their respective collective bargaining contracts to ascertain the amount of bereavement leave to which they are entitled. In general, employees are granted 4 days of bereavement leave in the event of a death of a parent, grandparent, child, sibling or member of the household. Bereavement leave requests are made through the district's absence management system.

MILITARY LEAVE

When an employee is called to military service, the employee must give advance written notice to the school district of the military leave. Military leave includes active duty, active duty training, inactive duty training, full-time National Guard duty or an absence to determine fitness to perform military services. Written notice of service may include copies of orders or other written documentation with respect to being called to service. Employees covered under collective bargaining agreements should consult the bargaining agreement for additional information with respect to military leave.

The District pays the difference in salary, if any, between military pay received and regular salary for those on approved military leave. The employee is required to provide documentation of the military pay amount to the Payroll Department so that the appropriate offset amount can be made.

JURY DUTY

Employees are granted time off with pay to serve Jury Duty. Appropriate documentation must be provided to the Human Resources Office for submittal to the Payroll Department. The District will make up the difference between Jury Duty pay and regular salary, if any, for the period of Jury service.

UNPAID LEAVES OF ABSENCE

Unpaid personal leaves of absence may be requested and are subject to approval of the Superintendent or his/her designee. Leave requests must be emailed and submitted to Jennifer Ortiz, Human Resources Director, Ortizj@arps.org with a copy to the appropriate building administrator or supervisor.

COMMUNICABLE DISEASES

Since episodes of communicable diseases are not uncommon in the school setting, it is suggested that staff have knowledge of their immunity status. In the event of an outbreak in school of a communicable disease, staff will be asked to verify their immune status. Therefore, all staff are encouraged to provide the school nurse with any immunization records that are available.

AIDS/HIV AWARENESS – UNIVERSAL PRECAUTIONS

Universal precautions are based on one simple fact: There is no way to be sure a person is not infected, so it is safest to handle everyone's blood and body fluids as if they carried HIV (AIDS) and HBV (Hepatitis

B). Accidental exposures should immediately be reported to an individual's supervisor. Please follow the following guidelines if your job requires you to have possible exposure to blood or body fluids:

1. Avoid contact with body fluids. When contact with body fluids cannot be avoided, personal protective equipment must be used. Use a shovel, a dustpan and brush, or tongs to pick up broken glass. If there's blood on the floor, use a mop instead of a sponge to clean it up.
2. Protect yourself. Personal protective equipment includes gloves, masks, aprons, lab coats, face shields, protective eyewear, mouthpieces, resuscitation bags or other ventilation devices.
3. Wash with soap and water. After removing gloves or if body fluids get on the skin, wash with non-abrasive soap and running water. If there is a splash on the eyes, nose or mouth, rinse the area with plenty of water.
4. Discard or decontaminate. Discard any disposable item that has had direct contact with body fluids into an appropriate receptacle.

CONTROVERSIAL ISSUES

The district believes that controversy is an essential part of the democratic process and that an important goal of public education is to help students develop the capacity to respectfully, critically and positively participate in the discussion and analysis of controversial issues. Teaching staff should seek guidance from building principals in dealing with controversial issues in the classroom. In addition, reference should be made to the School Committee policy regarding such issues.

MANDATORY REPORTING - REPORTING CHILD ABUSE

The School Committees intend fully to comply with laws for reporting child abuse and neglect.

Any school official or employee who knows or has reasonable cause to suspect that a child has been subjected to abuse or neglect, or observes the child being subjected to conditions or circumstances which would reasonably result in abuse or neglect, must, as a matter of law, immediately report or cause a report to be made to the building principal or his/her designee, who will then become responsible for making a report to the Department of Social Services as required by law.

While it is important that an accurate report is made in a professional manner, it is not the responsibility of the school official or employee who initiated the report to prove that the child has been neglected or abused.

The superintendent will prepare and implement such procedures as are necessary to accomplish the intent of this policy and of the law.

CORPORAL PUNISHMENT PROHIBITED

Corporal punishment in a public school is prohibited by law in the Commonwealth of Massachusetts (M.G.L. x. 71 § 37G). This prohibition applies to all Amherst, Pelham, and Amherst-Pelham employees. Corporal punishment is the use of physical force to punish a student. The use of corporal punishment is

a serious matter. Depending on the circumstances, a report of the use of physical force may also be filed by school personnel with the Massachusetts Department of Children and Families (DCF) under the mandated reporter requirements imposed on school and other personnel. In addition, where a criminal violation is deemed likely to have occurred, the matter may be referred to appropriate law enforcement authorities.

Although the use of corporal punishment is prohibited by law, it is legally permitted to use reasonable force as is necessary to protect students, other persons, and staff members from an assault by a student.

NON-DISCRIMINATION POLICY

Public Schools have the responsibility to overcome, insofar as possible, any barriers that prevent children from achieving their potential. This commitment to the community is affirmed in the following statements of School Committees' intent to:

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

The Committees' policy of nondiscrimination extends to students, staff, the general public, and individuals with whom they do business; and applies to race, national origin, religion, sex, age, disability, marital status, sexual orientation, veterans' status, and other protected classifications and as described in School Committee policy.

More information regarding discrimination can be found on the United State Department of Justice. If you believe you have been subjected to discriminatory practice, contact the Office of Diversity Equity and Human Resources at 413-362-1872.

BULLYING

Massachusetts' Anti-Bullying Law, M.G.L. c. 71, s. 37O, and its implementing regulations 603 CMR 49.00. Enacted May 2010. DEFINITIONS from M.G.L. c. 71 § 37O(a)) BULLYING:

The repeated use by one or more students or by a member of a school staff including, but not limited to, an educator, administrator, school nurse, cafeteria worker, custodian, bus driver, athletic coach, advisor to an extracurricular activity or paraprofessional of a written, verbal, or electronic expression or a physical act or gesture or any combination thereof, directed at a victim that:

I. causes physical or emotional harm to the victim or damages the victim's property, or
II. places the victim in reasonable fear of harm or damage to his property, or
III. creates a hostile environment at school for the victim, or
IV. infringes on the rights of the victim at school, or
V. materially and substantially disrupts the education process or orderly operation of a school.

CYBER-BULLYING

Bullying through the use of technology or any electronic communication, which shall include, but shall not be limited to, any transfer of signs, signals, writing, images, sounds, data or intelligence of any nature transmitted in whole or in part by a wire, radio, electromagnetic, photo electronic or photo optical system, including, but not limited to, electronic mail, internet communications, instant messages or facsimile communications. Cyberbullying shall also include:

I. the creation of a web page or blog in which the creator assumes the identity of another person or the knowing impersonation of another person as the author of posted content or messages, if the creation or impersonation creates any of the conditions enumerated in clauses (i) to (v), inclusive, of the definition of bullying.
II. the distribution by electronic means of a communication to one or more persons or the posting of material on an electronic medium that may be accessed by one or more persons, if the distribution or posting creates any of the conditions enumerated in clauses (i) to (v) inclusive, of the definition of bullying.

BULLYING PREVENTION

Acts of bullying, cyberbullying, and retaliation are prohibited: on school grounds, property immediately adjacent to school grounds, at a school sponsored or school related activity, function or program whether 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, or through the use of technology or an electronic device owned, leased or used by a school district or school and at a location, activity, function or program that is not school related, or (through the use of technology or an electronic device) that is not owned, leased or used by a school district or school, if the bullying creates a hostile environment at school for the target, infringes on their rights at school or materially and substantially disrupts the education process or the orderly operation of a school. Nothing contained herein shall require schools to staff any non-school related activities, functions, or programs. Bullying: District Anti-Bullying Plan or policy JICFB.

HOSTILE ENVIRONMENT

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.

RETALIATION

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

STUDENTS WITH DISABILITIES

STUDENTS WITH DISABILITIES

For students identified with a developmental or mental disability, the IEP Team must consider and specifically address the skills and proficiencies needed to avoid and respond to bullying, harassment, or teasing.

Whenever the IEP Team evaluation indicates that a student's disability affects social skills development, or makes student vulnerable to bullying, harassment, or teasing, the IEP must address the skills and proficiencies needed to avoid and respond to bullying, harassment, or teasing. (See M.G.L. c. 71, sect. 37O).

For additional information regarding topics to consider when answering the question of whether the student's disability makes him/her vulnerable to bullying, what to do in the case of bullying, and provisions that will be necessitated following, please contact the Office of Student Services (413) 362-1834.

ACCEPTABLE USE POLICY – TECHNOLOGY

The Amherst, Pelham, and Amherst-Pelham School Districts are pleased to bring access to the district networking facilities, including Internet and email access, to employees and students. Our goal in providing this network service to teachers, staff, and students is to promote educational excellence in our schools by facilitating resource sharing, innovation, and communication.

With access to the Internet, also comes the availability of material that may not be considered to be of educational value in the context of the school setting. We acknowledge the existence of inappropriate material on the Internet, including, but not limited to, any materials not in support of the system's curriculum, and shall do everything we can to actively restrict access to them; however, no combination of hardware and software can guarantee complete control of unacceptable material. It should be clearly understood by all employees that access to such material in any form is strictly prohibited.

The smooth operation of the network relies upon the proper conduct of the end users who must adhere to strict guidelines. Detailed guidelines are attached as an addendum to this employee handbook so that users are fully aware of the responsibilities of Internet and network use. In general this requires a commitment to efficient, ethical, and legal utilization of the network resources. If a user violates any of these provisions, his or her account will be terminated and future access could be denied.

Specific rules and guidelines regarding use of the Internet are attached to this Handbook as an Addendum and are subject to change. Please read this Addendum carefully and abide by its' contents. Summary information about the Acceptable Use Policy is as follows:

1. Acceptable Use – The purpose of network and Internet access is to support research and education. The use of your account must be in support of education and research and consistent with the educational objectives of the Amherst, Pelham, and Amherst-Pelham Regional School District. Use for commercial activities is not acceptable. Installation of any personal software or instant messaging is prohibited as well.
2. Privacy – The district network, the Internet and the ARPS web pages are "public places" shared with other users. Access is granted to users as a privilege and not a right; therefore ARPS hereby notifies all users that:
    a. there is no right to privacy for communication, including email, and
    b. any and all traffic on the district network and individual school local area networks shall be monitored to ensure that the network continues to function in a proper and appropriate manner for all users.
3. Liability – The Amherst, Pelham, and Amherst-Pelham Regional School District shall make no warranties of any kind, either expressed or implied, that the functions or the service provided by or through the district's networks will be error free or without defect. ARPS will not be responsible for any damage users may suffer, including but not limited to loss of data or interruptions of service. ARPS shall not be responsible for the accuracy or quality of the information obtained through or stored on the system. ARPS shall not be responsible for financial obligations arising through the unauthorized use of the system. ARPS shall not be responsible for any copyright violations or any other illegal use of the Internet.
4. Security – Security on any computer system is a high priority, especially when the system involves many users. If you feel you can identify a security problem on the ARPS network on Internet access, you must notify an administrator. Do not demonstrate the problem to other users. Do not use another individual's account without written permission from that individual.
5. Vandalism – Vandalism will result in cancellation of privileges. Vandalism is defined as any attempt to harm or destroy data or property of another user, the Internet, or other networks that are connected to the Internet backbone. This includes, but is not limited to, the uploading or creation of computer viruses and/or hacking.

MEDIA POLICIES IMPORTANT MEDIA RULES

All media requests must go through the Office of the Superintendent. Direct all calls to (413) 362-1892. You or someone in your division may be approved to speak to a reporter covering a story. If this is the case, that approval will be communicated with you and your supervisor.

SOCIAL MEDIA POLICY

ARPS's current Social Media Regulations are available in the Staff Boundaries List.

SOCIAL MEDIA PAGES

The Office of the Superintendent manages the ARPS' social media pages on behalf of ARPS' schools and programs. All staff are encouraged to connect with the Office of the Superintendent to share information on the district pages or to send updates about the school work or program(s) to be distributed on the following social media channels:

- Facebook: @ARPS.org https://www.facebook.com/ARPS.org/
- YouTube: https://www.youtube.com/@arpstubechannel806
- LinkedIn: https://www.linkedin.com/company/amherst-pelham-regional-public-schools/
- Instagram: @arps_district
- BlueSky: @arpsdistrict.bsky.social
- Threads: arps_district
- TikTok: arps_district

Information to be shared on social media should be sent for approval to Seth Keevaenthal at KeevaenthalS@arps.org .

SAFETY

SURVEILLANCE

All school property, both internal and external, is currently, or may be in the future, subject to video surveillance. Additionally, staff may be assigned to work with students in settings outside of the district that may also be subject to video surveillance. Video surveillance is provided for the safety of the school community, but may be used for any lawful purpose. Employees, therefore, shall have no reasonable expectation of privacy when in or around any school property or on any assignment for the school districts.

SHELTER IN PLACE

This means that all exterior windows and doors are locked, and no one leaves the building. Shelter-in-Place status is typically called when there is an emergency situation in the school (such as an ambulance being called for a student or staff member) or a potential threat to safety in a different school building, local business or nearby private home. It is used as a method to control access within the school in the event that an internal or external threat could compromise school safety. This is also an efficient method to evaluate the condition of the school.

LOCKDOWN

This is a method to control access within the school in the event that an internal or external threat is compromising school safety. During Lockdown, interior doors are locked and individuals should move away from windows and doors. Lockdown is likely called because there is a serious threat in the building such as a suspected intruder in the hallway or outside of the building. Lockdown takes

precedence over a fire alarm; you should not exit the building even though the alarm is sounding. *An announcement with code words will be used when all is clear*.

EVACUATION

An alarm will sound indicating the need to evacuate the building as soon as possible. Evacuation is called through a fire alarm or by an announcement made by Main Office.

EVACUATION AND RELOCATION

An occasion may arise when everyone must evacuate the building and the premises to a relocation site (all schools have identified relocation sites). Procedures for family reunification will be utilized in such scenarios.

INSIDE RELOCATION

An occasion may arise, such as a bomb threat, where evacuating from one wing or section of a building is required but there is no need to evacuate the entire building. In such cases, specific instructions will be provided by office staff and/or first responders.

For more information regarding safety within the school, please see the Crisis Response Procedures (flip charts) in your local building and inquire about your school's shelter in place and evacuation procedures.

STAFF BOUNDARIES

Essential Reminders about Employment Expectations While Working with Students and Others

GENERAL

- No weapons on premises (that includes parking lots) – kids and adults!
- No alcohol on school premises. That includes gifts from one adult to another.
- Question anyone in the building who does not have a visible badge or visitor pass even if they look like a parent(s)/guardian(s) or vendor. Ask if you can help. Escort them to the office, do not leave them to wander through the building.
- Do not prop doors open. Always direct visitors to the front door for entry into the building.
- Everyone is a "first responder" and a legal mandatory reporter for issues of abuse and neglect, bullying/cyberbullying. Immediately notify your principal or supervisor if you witness or suspect a child is being abused or neglected.
- Interrupt and report actions and comments that are racist, sexist, hate-filled or discriminatory in any way. Confront put downs and bullying no matter how subtle or "minor" and-report it – it could be part of a pattern about which you are not aware.
- Respect the privacy of others and the confidentiality of information gained in the course of professional practice, unless a legal imperative requires disclosure or there is a legitimate concern for the wellbeing of an individual. Outside of those who "need to know" it is gossip or potentially a violation of privacy. THIS IS ESPECIALLY IMPORTANT DURING THESE UNPRECEDENTED TIMES!
- Public employees' emails are a matter of public record and accessible to anyone from the public who asks for them. Please consider this before pressing "send."
- Please don't "cc" everyone on emails – and don't "respond to all" except when necessary. Please be especially careful about "sharing" files that have personal information on them.
- Your school email address is public information. If you receive an email from a member of the public or community and the sender does not have a child(ren) in your classroom or on your caseload, you are under no obligation to respond.
- Ensure that you do not access, download or otherwise have in your possession, illicit materials/images in electronic or other format.
- Pay attention to your social media post and pictures. Your students, colleagues, and other stakeholders may find them offensive or inappropriate. They may also decide to share the information with your supervisor or administrator for further investigation.

STUDENT PHYSICAL, SOCIAL & MENTAL HEALTH AWARENESS

- It is "ok to tell" if you experience or witness something hurtful or discriminatory. Reporting the matter can be helpful and could save lives. Don't be a bystander. Your silence shows agreement!
- Don't allow conversations about student alcohol use, drug use, partying, or inappropriate activities to continue in your presence. Silence is validation. State: "That's not appropriate talk for here".

- Report any comment from anyone including students that is or could be deemed racist, hate-filled, or inflammatory – even if it is a one-word mistake that is dealt with – to an administrator.
- Take every comment, note, essay, journal entry, or other indication of suicide ideation, self-harming, drug use, illicit activity, hate language, or anger to the point of attack...seriously! Immediately report it to an administrator.

PROFESSIONAL RELATIONSHIPS WITH STUDENTS

- Don't date students or touch students. While we recognize that there are moments where you might appropriately touch/hug students, you need to know that every touch/hug runs the risk of being interpreted as "inappropriate" – thus the guidance not to touch students.
- Don't "IM" or instant message students, visit Facebook profiles of students, invite students to your personal networking spaces, "friend" students, get personal with students, or text message students. If you use social networking tools as part of your instruction, make sure to create an educational version that is different than your personal version.
- When meeting with individual students, you must "remain in the public eye". Recognize that when you are occupying the same space with a student you are placing yourself at risk. Especially during before and after-school hours, keep your classroom door open when working individually with a student and keep yourself visible to anyone walking by. As an alternative, meet in public spaces such as the library, etc.
- Emails to students and parents should be about school related topics i.e. homework, assignments and must be generated only from your school email address.
- Don't escalate! Conversations can quickly shift, Take a breath – walk away –think of other ways to de-escalate a situation, Don't hit, push, sit on, or physically contact students, or colleagues.
- Use appropriate verbal praise and positive reinforcement.
- Do not restrain a student in any way unless the situation warrants restraint and you are trained to do so.
- Do not use inappropriate or hurtful comments to staff, students or any stakeholder, Do not state anything that could resemble a sexually provocative or degrading comment. Do not tell risqué jokes. Do not bully anyone. Do not embarrass or disparage students, caregivers or colleagues.
- All aspects of the educational program are open to observation by administration, staff, parents/guardians, or the general public.

CLASSROOM SPECIFICS

- Classrooms are captive audiences. Adults should not use the classroom as a soap box.
- Do not play music, show movies, or video clips that contain foul language of any kind.
- The school's internet is for school work. Know what is in the Acceptable Use Policy.
- Be committed to equality and inclusion and to respecting and valuing diversity. Don't make assumptions or microaggressions to colleagues, students, caregivers or stakeholders.
- Do not assume that BIPOCs or any protected class of individuals want to engage in discussions around sensitive topics.

PROFESSIONAL RELATIONSHIPS WITH ADULTS

- Conversations in the public should not disclose details of any information that may identify specific students or situations related to students, staff or parents.
- A hostile work environment exists when one's behavior within a workplace creates an environment that is difficult or uncomfortable for another person to work in; do not participate in any activity that can create such an environment for staff members.
- Settle issues at the lowest level. If there is a misunderstanding with a colleague or if you may have offended someone, attempt to resolve the matter directly with that individual first, if possible.
- When communicating with parents when a parent brings up an issue of concern, be an active listener and attempt to engage in collaborative problem solving. Understand that emotions may escalate; therefore when responding, stay focused on the specific matter, do not disclose information regarding other students. If assistance is needed, excuse yourself and seek help.
- It is not advisable to have an ongoing conversation about sensitive subjects with heightened emotions on email. If you receive an angry email from an individual do not respond in kind.
- Be caring, fair and committed to the best interests of the pupils/students entrusted to your care, seek to motivate, inspire and celebrate effort and success.
- Ensure that you do not enter school grounds or participate in any school sponsored activity while under the influence of any substance which impairs.
- Actively maintain your professional license through DESE. Maintaining your license is your responsibility.

This list is not exhaustive of all the things to consider when interacting with our students, families, staff and community. Above all else let respect and kindness guide your motives, actions and interactions.

Resources

Code of Ethics from the National Education Foundation can also be found using https://goo.gl/dcbCv

Code of Professional Conduct for Teachers can also be found using https://goo.gl/U6YSiw

Title IX of the Education Amendments of 1972

The Amherst-Pelham Regional School District does not tolerate discrimination against students, parents, employees or the general public on the basis of sex. The Amherst-Pelham Regional School District is also committed to maintaining a school environment free of harassment based on sex, including harassment based on gender, sexual orientation, gender identity, pregnancy or pregnancy status. The Amherst-Pelham Regional School District's policy of nondiscrimination extends to students, staff, the general public, and individuals with whom it does business; no person shall be excluded from or discriminated against in employment, admission to a public school of Amherst-Pelham Regional School District or in obtaining the advantages, privileges, and courses of study of such public school on account of sex.

How to Report Sexual Harassment: Individuals are encouraged to report allegations of sexual harassment to the Title IX Coordinator(s) identified below or the Principal. Any report of sexual harassment, as defined under Title IX of the Education Amendments of 1972, will be responded to promptly in accordance with the *District's Title IX Sexual Harassment Grievance Procedures*, available at: https://docs.google.com/document/d/1W3bY_I5iHGlLtLYpJm7J7chyD5xlKtL8/edit?usp=sharing&ouid=110901214306322033984&rtpof=true&sd=true. Reports of discriminatory harassment not constituting sexual harassment as defined under Title IX of the Education Amendments of 1972, will be initially addressed through the *District's Title IX Sexual Harassment Grievance Procedure* and may, if dismissed under that procedure, be investigated in accordance with the *District's Civil Rights Grievance Procedures*, available at: https://docs.google.com/document/d/1B9-I0xYEkL3quKp2j7D5WUCoLHX69Vzx/edit?usp=sharing&ouid=110901214306322033984&rtpof=true&sd=true

Upon receipt of a report of sexual harassment, the Title IX Coordinator will: (1) promptly and confidentially contact the complainant to discuss the availability of supportive measures; (2) inform the complainant of the availability of supportive measures with or without the filing of a Title IX Formal Complaint; (3) consider the complainant's wishes with respect to supportive measures; (4) if the school district does not provide the complainant with supportive measures, document the reasons why such response was reasonable; and (5) explain to the complainant the process for filing a Title IX Formal Complaint.

Inquiries about the application of Title IX may be directed to the District's Title IX Coordinator and/or the Assistant Secretary of the U.S. Department of Education, Office for Civil Rights.

The District's Title IX Coordinator is:

Marta Guevara, Director of Student and Family Engagement
Central Office
170 Chestnut Street
guevaram@arps.org
413-362-1859

Civil Rights Grievance Procedure

The Amherst-Pelham Regional School District is committed to maintaining school environments free of discrimination, harassment or retaliation based on race, color, religion, ancestry, national origin, sex, sexual orientation, gender identity, age, or disability.

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

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

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

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

Allegations of conduct that could, if proven, meet the definition of sexual harassment under Title IX shall be addressed through the District's *Title IX Sexual Harassment Grievance Procedure*. Similarly, allegations of conduct that meet the definition of sexual harassment under Title IX, and simultaneously meet the definitions of sexual harassment under Title VII (employees), M.G.L. c. 151B (employees), and/or M.G.L. c. 151C (students), will also be addressed through the *Title IX Sexual Harassment Grievance Procedure*:
https://docs.google.com/document/d/1W3bY_I5iHGlLtLYpJm7J7chyD5xlKtL8/edit?usp=sharing&ouid=110901214306322033984&rtpof=true&sd=true

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

Definitions

For the purposes of this Procedure:

A. "Discrimination" means discrimination or harassment on the basis of race, age, color, national origin, sex, sexual orientation, gender identity, disability or religion by which an individual is excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any program or activity of the school district.

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

   a. Non-Title IX Sexual Harassment

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

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

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

When determining whether an environment is hostile, the District shall consider the context, nature, frequency, and location of the incidents as well as the credibility of witnesses and the identity, number and relationships of the persons involved. The District must consider whether

the alleged harassment was sufficient to have created such an environment for a reasonable person of the same age, gender, and experience as the Complainant, and under similar circumstances. Conduct does not constitute harassment where the incident occurs off-campus at a non-school sponsored activity and does not create a hostile environment at school for the victim.

C. Retaliation: Retaliatory acts against any individual who exercises his or her rights under the civil rights statutes covered by this Procedure or the Title IX Sexual Harassment Grievance Procedure are considered to be discrimination and are unlawful. Individuals are prohibited from coercing, intimidating, threatening, or interfering with an individual because the individual exercised any right granted or protected under these procedures and/or the Title IX Sexual Harassment Grievance Procedure.

D. Complainant: An individual who is alleged to be the victim of conduct that could constitute discrimination, harassment, or retaliation under this Procedure. Parents and/or legal guardians of a complainant are not considered a complainant but may file formal complaints on behalf of a minor child and act on behalf of the minor child in any civil rights matter.

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

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

G. Respondent: An individual who has been reported to be the perpetrator of conduct that could constitute discrimination, harassment, or retaliation under this Procedure.

<u>How to make a complaint</u>

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

A. Any District employee who observes or receives a report of discrimination, harassment or retaliation shall promptly notify the Principal or Civil Rights Coordinator, identified below. Any District employee who observes discrimination, harassment or retaliation against a student should intervene to stop the conduct and report it to Principal. Upon receipt of a report of discrimination, harassment or retaliation, the Principal shall promptly inform the relevant Civil Rights Coordinator of the report, and the District will respond in a manner consistent with this

Procedure. If the report involves an accusation against the Principal or Civil Rights Coordinator, the employee shall report the incident to the Superintendent or designee.

B. Informal Reports: Individuals may wish to file a formal complaint of discrimination, harassment or retaliation, or to report informally (i.e., without initiating a formal complaint). Such informal reports may be made to the Principal or Civil Rights Coordinator. The District shall inform anyone making an informal report that he or she may initiate a formal complaint at any time, regardless of what steps are being or have been taken in response to an informal report.

C. Anonymous Reports: Complainants and reporters should be aware that although the District will often be able to maintain confidentiality of reporting persons, the District may sometimes be required to take actions to protect the safety of the school community that may result in the identity of the reporting person being disclosed (to the police, for example). When reporters or Complainants seek to remain anonymous or have their identities kept confidential, they will be informed that honoring such a request may limit the ability of the District to respond fully to any reported event, including limitations on the ability to take disciplinary action against an Respondent.

D. Informal Process: If the District concludes that it is possible to resolve a matter, whether after formal complaint or an informal report, in a prompt, fair and adequate manner through an informal process involving, and with the consent of, the Complainant and Respondent, the District may seek to do so. The informal process is voluntary, and the Complainant and/or Respondent may terminate or decline any informal process at any time, without penalty.

E. Formal Process: A formal complaint shall state (if known to the reporter or Complainant) the name(s) of the persons involved and witnesses to the conduct, describe the conduct, and identify, to the extent possible, the dates and locations of the conduct. The complaint shall be signed and dated by the reporter and/or Complainant. Complaints will be investigated promptly and equitably by the Civil Rights Coordinator or Principal. Investigations may be initiated whenever warranted, in the absence of a formal complaint, or after a formal complaint has been withdrawn.

F. Initial Assessments: The Civil Rights Coordinator or Principal will make an initial assessment following a complaint. Based on that assessment, the Civil Rights Coordinator or Principal may: (a) if the conduct, even if substantiated, would not constitute harassment, discrimination or retaliation, dismiss the complaint; (b) if the alleged conduct (or complaint) could not, even if true, constitute discrimination, harassment or retaliation, but is within the scope of another procedure, the Civil Rights Coordinator shall refer the matter to the appropriate personnel; (c) if the Civil Rights Coordinator or Principal concludes that it is possible to resolve the complaint in a prompt, fair and adequate manner through an informal process involving and with the consent of both parties, the Civil Rights Coordinator or Principal may seek to do so in accordance with Section D, above; or (d) if the alleged conduct, if substantiated, would constitute discrimination,

harassment or retaliation, the Civil Rights Coordinator or Principal will initiate an investigation. The Civil Rights Coordinator or Principal may also identify and initiate any interim measures. See Section G.

G. Interim Measures: The District will provide prompt and reasonable interim measures during the pendency of the investigation, if appropriate, to support and protect the safety of the parties, the educational environment, and the District and/or school community; to deter retaliation; and to preserve the integrity of the investigation and resolution process. Any interim measures will be monitored to ensure they are effective based on the evolving needs of the parties. Violations of the restrictions imposed by interim measures could be considered a violation of school rules and may be considered in determining whether discrimination, harassment or retaliation has occurred.

H. Timeframes: The District will seek to complete any investigation within twenty (20) school days after receipt of a complaint and provide the written notice of the outcome of the investigation within twenty-five (25) school days. The investigator may impose reasonable timeframes on all parties to facilitate the timely completion of the investigation. The investigator may extend the investigation period beyond the time period identified due to extenuating circumstances, including but not limited to availability and cooperation of witnesses, complexity of the investigation, school vacation periods, and the involvement of law enforcement and other outside agency investigations. If a complaint or report of discrimination, harassment or retaliation is received within three (3) weeks of the end of the academic school year, the investigator will attempt to complete the investigation by the end of the school year. In the event that the investigation extends beyond the last day of school, the District will make reasonable efforts to complete the investigation within the above-referenced time frame, but may extend the investigation period to account for the availability of witnesses during the summer vacation period. If the investigator extends the investigation, he or she will notify the Complainant and Respondent of the extension. A report to the law enforcement will not automatically delay an investigation; however, a request from law enforcement to delay the investigation may require a temporary suspension of an investigation, and the District will promptly resume its investigation upon being advised that law enforcement's evidence gathering is completed. Any interim measures provided to the parties may continue during the period of postponement. See Section G.

I. Under the formal resolution procedure, the complaint will be investigated by the Principal, Civil Rights Coordinator or other individual designated by the Principal or Civil Rights Coordinator who has responsibility for seeking and gathering evidence relative to the investigation. A formal complaint against an employee who holds a supervisory position shall be investigated by a person who is not subject to that supervisor's authority. During the formal resolution procedure:

1. The Complainant shall be provided with an opportunity to be heard and have the opportunity to identify witnesses and other relevant evidence to the investigator.
2. The Respondent will be provided with an opportunity to be heard as part of the investigation including the opportunity to provide relevant information and identify witnesses for the investigator's consideration.
3. The privacy rights of the parties shall be maintained in accordance with applicable state and federal laws.
4. The investigator will keep a written record of the investigation process.
5. The investigation will be completed within twenty (20) school days of the date of receipt of the complaint.
6. The notification of the outcome of the investigation, including, if appropriate, a description of the remedies taken, will be provided to the parties within twenty-five (25) school days of the receipt of the complaint, unless extended for good cause.
7. Nothing in this Procedure will preclude the investigator, in his or her discretion, from completing the investigation sooner than the time period described above.

J. Standard of Proof: The investigation shall made factual findings based on a preponderance of the evidence standard.

K. If the investigator determines that discrimination, harassment or retaliation has occurred, the District shall take steps to eliminate the discriminatory or harassing environment, which shall include but not be limited to:

    1. Identifying what steps are necessary to prevent recurrence of any discriminatory behavior, including but not limited to harassment or retaliation, and to correct its discriminatory effects if appropriate; and
    2. Informing the Complainant and Respondent or, in the case of minor children, the parties' parent(s)/legal guardian(s) of the results of the investigation (in accordance with applicable state and federal privacy laws) in accordance with the above timelines. The notification will include the notice of the opportunity for appeal; however, failure to provide notice of appeal shall not constitute a violation of this policy.

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

L. Appeal: If the Complainant or the Respondent is dissatisfied with the results of the investigation, an appeal may be made to the Superintendent or designee within seven (7) calendar days after receiving notice of the outcome of the investigation, except for circumstances in which the Respondent is subject to long-term suspension as a result of a finding of discrimination, harassment or retaliation. In such an instance, the appeal rights of the Respondent will be provided in a manner consistent with the disciplinary due process requirements applicable to the circumstances (e.g., M.G.L. c. 71, 37H, 37H ½ or 37H ¾). Appeals must be made in writing (email is sufficient) to the Director of Student and Family Engagement, Amherst-Pelham Regional School District, 170 Chestnut Street, Amherst, Massachusetts 01002, or via electronic mail. The Director of Student and Family Engagement will decide the appeal within thirty (30) calendar days of the date of receipt of the written appeal.

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

Thomas Simon, Director of Student Services
Student Services Office
170 Chestnut Street
simont@arps.org
413-362-1830

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

Legal Ref: Section 504 of the Rehabilitation Act of 1973; Title II of the Americans with Disabilities Act of 1990; Title VI of the Civil Rights Act of 1964; Title VII of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; the Age Act; M.G.L. c. 151B and c. 151C; M.G.L. c. 76, § 5; SC Policy JICFB, Bullying Prevention; SC Policy AC, Nondiscrimination.

Title IX Sexual Harassment Grievance Procedure

OVERVIEW

The Amherst-Pelham Regional School District is committed to maintaining school environments free of sexual harassment.

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

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

SCOPE

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

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

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

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

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

The District's Civil Rights Grievance Procedure is available at:
https://docs.google.com/document/d/1B9-l0xYEkL3quKp2j7D5WUCoLHX69Vzx/edit?usp=sharing&ouid=110901214306322033984&rtpof=true&sd=true

CONFIDENTIALITY

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

DEFINITIONS

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

Formal Complaint: A document or electronic submission filed by a complainant, that contains the complainant's physical or digital signature or otherwise indicates that the complainant is the person filing the Formal Complaint, or a document signed by the Title IX coordinator, that:

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

At the time of filing a Formal Complaint, the complainant must be participating in or attempting to participate in the District's education program or activity with which the Formal Complaint is being filed.

Sexual Harassment: Under Title IX, the term "sexual harassment" includes three (3) types of misconduct based on sex:

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

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

- Rape: The penetration, no matter how slight, of the vagina or anus with any body part or object, or oral penetration by a sex organ of another person, without the consent of the victim.
- Fondling: The touching of the private body parts of another person for the purpose of sexual gratification, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental incapacity. In Massachusetts, pursuant to M.G.L. c. 265, § 13B, a child under the age of 14 is incapable of giving consent to indecent touching.

- Incest: Sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law.
- Statutory Rape: Sexual intercourse with a person who is under the statutory age of consent. In Massachusetts, pursuant to M.G.L. c. 265, § 23, the statutory age of consent is 16 years of age.

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

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

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

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

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

Party or Parties: The complainant and/or respondent.

Principal: The Principal or Principal's designee.

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

Superintendent: The Superintendent or Superintendent's designee.

Supportive Measures: Individualized services reasonably available that are non-punitive, non-disciplinary, and not unreasonably burdensome to the Complainant or Respondent, while designed to ensure equal educational access, protect safety, and/or deter sexual harassment. Supportive Measures may be offered before or after the filing of a Formal Complaint or where no Formal Complaint has been filed. Supportive measures are individualized services reasonably available that are non-punitive, non-disciplinary, and not unreasonably burdensome to the other party, while designed to ensure equal educational access, protect safety, and/or deter sexual harassment. Supportive measures available to complainants and respondents include, but are not limited to: counseling; extensions of deadlines or other course-related adjustments; modifications of work or class schedules; campus escort services; mutual restrictions on contact between the parties; changes in work locations; leaves of absence; increased security and monitoring of certain areas of the building and/or campus; and other similar measures. Violations of the restrictions imposed by supportive measures may be considered a violation of school rules and may also be considered in determining whether sexual harassment has occurred.

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

I. REPORTING SEXUAL HARASSMENT

A. Who May Report Sexual Harassment: Anyone may report an allegation of sexual harassment.

B. How to Report Sexual Harassment: Individuals are encouraged to report allegations of sexual harassment to the Title IX Coordinator or the Principal, but any District employee who receives a report of sexual harassment will respond to the report as outlined below.

C. Internal Reporting: Any District employee who receives a report of sexual harassment shall respond by promptly informing the Principal or Title IX Coordinator of the report. Any District employee who observes sexual harassment of a student should intervene to stop the conduct and shall promptly inform the Principal or Title IX Coordinator of the incident. If a report involves an allegation against the Principal or Title IX Coordinator, the District employee shall instead report the allegation to the Superintendent.

   Any Principal who receives a report of sexual harassment shall promptly inform the relevant Title IX Coordinator of the report.

D. District's Response to Report: The District will respond to all reports of sexual harassment promptly and equitably, and in a manner consistent with this Procedure and any other relevant District procedures and policies. Upon receipt of a report, the Title IX Coordinator shall:
   (1) Promptly and confidentially contact the complainant to discuss the availability of supportive measures;
   (2) Inform the complainant of the availability of supportive measures with or without the filing of a Title IX Formal Complaint;
   (3) Consider the complainant's wishes with respect to supportive measures;
   (4) If the District does not provide the complainant with supportive measures, document the reasons why such response was reasonable; and

(5) Explain to the complainant the process for filing a Title IX Formal Complaint. Only the filing of a Title IX Formal Complainant will trigger the Title IX Formal Complaint grievance process, outlined in Section II.

II. FILING A TITLE IX FORMAL COMPLAINT

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

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

B. Processing of a Title IX Formal Complaint: Title IX Formal Complaints will be investigated promptly and equitably by the Title IX Coordinator or designee, as follows:

Step 1: Title IX Formal Complaint is filed:

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

(7) Throughout this process, there shall be a presumption that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.

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

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

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

(1) Mandatory Dismissal of Formal Complaint: The Title IX Coordinator shall dismiss a Formal Complaint under Title IX when the conduct alleged:
    a. even if proved, would not meet the definition of sexual harassment under Title IX;
    b. did not occur in an education program or activity of the District; or
    c. did not occur against a person in the United States.
(2) Discretionary Dismissal of Formal Complaint: The Title IX Coordinator may dismiss a Formal Complaint or allegations therein for purposes of Title IX at any time if:
    a. the complainant informs the Title IX Coordinator in writing that the complainant desires to withdraw the Formal Complaint or allegations;
    b. the respondent is no longer enrolled or employed by the District; or
    c. specific circumstances prevent the District from gathering sufficient evidence to make a determination.
(3) The Title IX Coordinator must provide the parties with written notice of any dismissal of a Formal Complaint and the reasons for the dismissal.
(4) Dismissal of a Formal Complaint for purposes of Title IX shall not preclude the District from addressing the allegations under any other relevant District policies or procedure(s), including but not limited to, the Civil Rights Grievance Procedure, the Bullying Prevention and Intervention Plan, the Student Code of Conduct, and/or a collective bargaining contract, nor will it preclude the District from addressing the allegations pursuant to the grievance process set out in Section II of this Procedure. The Title IX Coordinator shall have the discretion to make any such referrals and proceed as appropriate in regard to the allegations.

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

(1) Standard of Proof: The investigator shall make factual findings based on a preponderance of the evidence standard.

(2) The burden for gathering evidence and the burden of proof remains on the District, not on the parties.

(3) The District shall provide equal opportunity for the parties to present fact and expert witnesses and other inculpatory and exculpatory evidence.

(4) The District shall not restrict the ability of the parties to discuss the allegations or gather evidence (e.g., no "gag" orders).

(5) Each party may have one (1) advisor of their own selection and at their own expense participate in this grievance process. In the case of a student under the age of 18, this advisor may be in addition to the student's parents/guardians. Any restrictions on the participation of an advisor will be applied equally to each party. The advisor may, but is not required to, be an attorney. Any evidence received by an advisor in this process is subject to confidentiality and may be used only for the purpose of the grievance process. Advisors are prohibited from disseminating or disclosing such evidence outside of the grievance process.

(6) The District shall send prior written notice to the parties of any investigative interviews, meetings, or hearings in which their participation is invited or expected.

(7) Privacy of Medical Treatment and Mental Health Treatment Records: The District may not access or use either the complainant's or the respondent's medical, psychological, or similar treatment records unless the District obtains the party's written consent to do so.

(8) The investigator may impose reasonable timeframes on all parties as required to facilitate the timely completion of the investigation. The investigator may extend any of the timeframes beyond the time periods identified in this Procedure for good cause. If a complaint or report of sexual harassment is received within three (3) weeks of the end of the academic school year, the investigator will attempt to complete the investigation by the end of the school year. In the event that the investigation extends beyond the last day of school, the District will make reasonable efforts to complete the investigation within the applicable time frames, but may extend the investigation period to account for the unavailability of witnesses while school is not in session. If the investigator extends the investigation, the investigator will notify the parties of the extension and the reasons therefore in writing.

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

(1) Prior to providing evidence to the parties, the investigator may redact confidential information that is not directly related to the allegations or that is otherwise barred

from use under Title IX or by privilege (e.g., treatment records), the Family Educational Rights and Privacy Act and/or 603 CMR 23.00. Information that is directly related to the investigation, and that is not expressly barred from disclosure under Title IX (e.g., treatment records), the Family Educational Rights and Privacy Act, and/or 603 CMR 23.00, must be made available for review by both parties.

(2) The parties and their advisors shall be prohibited from dissemination of any of the evidence for any purpose not directly related to this grievance procedure.

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

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

Step 9: Directed Written Questions from the Parties: After the Investigative Report has been sent to the parties, but prior to reaching a determination regarding responsibility, the decision-maker shall afford both the complainant and the respondent the opportunity to submit to the decision-maker written, relevant questions of the other party or any witness, provide the party with the other party's and/or witness's written responses to said written questions, and allow for additional, limited follow-up questions from each party in writing. Questions that seek disclosure of information protected under a legally recognized privilege, Family Educational Rights and Privacy Act, and/or 603 CMR 23.00 shall not be permitted, unless the person holding the privilege has waived the privilege.

(1) The complainant shall be protected from answering questions about the complainant's prior sexual behavior unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent.

(2) Upon receipt of the Investigative Report, each party shall have ten (10) calendar days to submit directed relevant questions to the decision-maker in writing.

   a. All questions must be posed in a respectful manner (e.g., without profanity and without attacking a person's character or motivations).

   b. Questions that are not relevant will be excluded, and the decision-maker shall explain to the party posing the question the reason(s) for excluding any question.

(3) Upon receipt of the directed questions from the District, each party and witness shall have five (5) calendar days to respond to those questions in writing.[1]

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

(4) After receipt of the answers by the parties, any follow-up questions by the parties shall be submitted to the decision-maker in writing within three (3) calendar days, and those follow-up questions shall be responded to in writing within three (3) calendar days of receipt.
(5) Each party will be provided a copy of the other party's or witness's written answers.

Step 10: Determination of Responsibility/Findings of Fact by the Decision-Maker:
(1) The decision-maker shall issue a written determination regarding responsibility with a description of the procedural steps taken, findings of fact, conclusions about whether the alleged conduct occurred, rationale for the result as to each allegation, the range of disciplinary sanctions to which the respondent may be subject, whether remedies will be provided to the complainant, and procedures and bases for appeal. The decision-maker's written determination shall not be completed by the Title IX Coordinator or the investigator.
(2) Standard of Proof: The decision-maker shall make factual findings based on a preponderance of the evidence standard.
(3) The decision-maker's findings shall be based on an objective review of all relevant evidence, inculpatory and exculpatory, and avoid credibility determinations based on a person's status as a complainant, respondent, or witness.
(4) The decision-maker shall not draw inferences about the determination of responsibility based solely on a party's failure or refusal to answer questions.
(5) The written determination must be sent simultaneously to both parties.
(6) This determination shall be sent within twenty (20) school days of the issuance of the investigative report unless an extension is agreed upon by the parties or if the process is otherwise reasonably delayed. Except where the parties have agreed to an extension of the timeline or where the process is otherwise reasonably delayed, the written determination shall be issued within sixty (60) school days of receipt of the Formal Complaint.

C. Remedies: If the decision-maker determines that sexual harassment has occurred, the District administration shall take steps to eliminate the harassing environment, which must include but need not be limited to providing remedies to a complainant that are designed to restore or preserve the complainant's equal access to the District's education programs and/or activities. These remedies may be the same individualized services as the supportive measures outlined in Section I(D) above and/or may consist of alternative interventions and/or punitive or disciplinary sanctions that burden the respondent.

D. Discipline: Persons who engage in sexual harassment or retaliation may be subject to disciplinary action, including, but not limited to, reprimand, suspension, termination, expulsion (if applicable under M.G.L. c. 71, §§ 37H or 37H ½), or other sanctions as determined by the District administration, subject to applicable procedural requirements.
(1) Although the respondent may, in accordance with Title IX, be subject to emergency removal at any time, the respondent may not be subject to disciplinary sanctions for the misconduct defined under this Procedure until after this grievance process has been completed.

E. Informal Process: Only after a Formal Complaint is filed may the District opt to offer and facilitate informal resolution options, such as mediation or restorative justice. Both parties must give voluntary, informed, written consent to attempt any offered informal resolution. Any informal resolution under this Procedure will be facilitated by trained personnel.
   (1) The informal resolution process is not available to resolve allegations that an employee sexually harassed a student.
   (2) The informal process is voluntary, and the alleged victim and/or respondent may terminate or decline any informal process at any time and resume the Formal Complaint grievance process.
   (3) The informal process shall not exceed thirty (30) calendar days.

   Participation in the informal process will stay the timelines of the Formal Complaint process.

F. Emergency Removal under Title IX: The District may remove a respondent on an emergency basis at any time provided that the District: (1) undertakes an individualized safety and risk analysis; (2) determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal and that there is no alternative to the respondent's emergency removal to mitigate the threat presented; and (3) provides the respondent with notice and the opportunity to challenge the decision immediately following the removal.

G. Anonymous Reports: The District may be on notice of an allegation of sexual harassment through receipt of an anonymous report. In cases of anonymous reports, the District's obligation is to respond in a manner that is not clearly unreasonable in light of the known circumstances. If the anonymous reporter is the complainant and they request confidentiality, the District can and should offer supportive measures to the extent consistent with maintaining the request for confidentiality. If an anonymous report is received without a disclosure of the complainant's identity, the District will be unable to provide the complainant supportive measures in response to that report. The District may in conformance with applicable state laws and regulations be required to report sexual harassment identified in an anonymous complaint to state and/or local authorities such as the Massachusetts Department of Children and Families in conformance with state statutes and regulations and/or take actions to protect the safety of the school community (contacting the police, for example) that may result in the identity of the reporting person being disclosed. Although the District shall respond to anonymous reports of sexual harassment in accordance with this Procedure, a Formal Complaint cannot be filed anonymously.

H. Appeals: The complainant or respondent may appeal from a determination regarding responsibility and/or from the District's dismissal of a Formal Complaint or any allegations therein, only on the following bases:
   (1) procedural irregularity that affected the outcome of the matter;
   (2) newly discovered evidence that could affect the outcome of the matter; and/or
   (3) Title IX personnel had a conflict of interest or bias that affected the outcome of the matter.

   An appeal may be made to the Superintendent or designee within five (5) calendar days after receiving the determination of responsibility or dismissal. The Superintendent will

decide the appeal no later than thirty (30) calendar days of the date of receipt of the written appeal. In cases in which it has been determined that a respondent student is subject to long-term suspension as a result of a finding of sexual harassment in accordance with this Procedure, the respondent may elect to exercise their appeal under the disciplinary due process requirements applicable to the circumstances (e.g., M.G.L. c. 71, §§ 37H, 37H ½ or 37H ¾) in place of this appellate procedure. Appeals must be made in writing (email is sufficient) to the Superintendent, Appeals must be made in writing (email is sufficient) to the Superintendent, Amherst-Pelham Regional School District, 170 Chestnut Street, Amherst, Massachusetts 01002, or via electronic mail at: hermanx@arps.org

The Title IX Formal Complaint grievance process is deemed complete when either the time period for appeal has lapsed or upon the issuance of the Superintendent's decision on a timely filed appeal.

I. Recordkeeping: Records related to this Procedure will be maintained for a period of seven (7) years.

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

K. Identification of key personnel involved in Title IX process for reports and/or Formal Complaints of sexual harassment:

<table>
<tr><td colspan="2">Title IX Coordinator and Investigator:
Marta Guevara, Director of Student and Family Engagement
Central Office
170 Chestnut Street
guevaram@arps.org
413-362-1859

Confidential Employee: Carol Newman-Rose, Human Resources 413-362-1808</td></tr>
<tr><td>Investigator(s):</td><td>● Decision-maker:</td></tr>
<tr><td>Alicia Lopez, Assistant Principal
Crocker Farm Elementary
280 West Street
lopeza@arps.org
413-362-1657</td><td>Tammy Sullivan Daley, Principal
Crocker Farm Elementary
280 West Street
sullivandaleyt@arps.org
413-362-1657</td></tr>
</table>

Kakas Coblyn, Assistant Principal Amethyst Brook Elementary School 70 South East Street coblynk@arps.org 413-362-1202	Allison Estes, Principal Fort River Elementary 70 South East Street estesa@arps.org 413-362-1202
Diane Chamberlain, SE Administrator Amethyst Brook Elementary School 70 South East Street chamberlaind@arps.org 413-362-1277	Janet Hicks, Interim Principal Pelham Elementary 45 Amherst Road, Pelham darlingb@arps.org 413-362-1102
Tom Simon, SSO Director Summit Academy 21 Mattoon Street simont@arps.org 413-362-1753	Richard Ferro, Assistant Principal Chestnut Street Academy 170 Chestnut Street ferror@arps.org 413-362-1217
Jess Nardizzi, Assistant Principal Amherst Regional Middle School 170 Chestnut Street nardizzij@arps.org 413-362-1847	Juan Rodriguez, Principal Amherst Regional Middle School Chestnut Street Academy 170 Chestnut Street rodriguezja@arps.org 413-362-1847
Miki Gromacki, Samantha Camera, Assistant Principals Amherst Regional High School 21 Mattoon Street gromackim@arps.org, cameras@arps.org, 413-362-1700	Marc Gomes, Principal Amherst Regional High School 21 Mattoon Street sadiqt@arps.org 413-362-1700
Appeal Officer: Superintendent of Schools Central Offices 170 Chestnut Street dushkom@arps.org (email of Superintendent's Assistant) 413-362-1807	
Informal Resolution Facilitator: Principal or Assistant Principal	

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

Legal Refs: Section 504 of the Rehabilitation Act of 1973; Title II of the Americans with Disabilities Act of 1990; Title VI of the Civil Rights Act of 1964; Title VII of the Civil Rights Act; Title IX of the Education Amendments of 1972; the Age Act; M.G.L. c. 151B and c. 151C; and M.G.L. c. 76, § 5; SC Policy JICFB, Bullying Prevention; SC Policy AC, Nondiscrimination.

Summary of the Conflict of Interest Law for Municipal Employees

All municipal employees must be provided with this summary of the conflict of interest law annually. All city and town employees must be provided with this Summary of the Conflict of Interest Law for Municipal Employees within 30 days of hire or election, and then annually. All city and town employees are then required to acknowledge in writing that they received the summary.

This summary of the conflict of interest law, General Laws chapter 268A, is intended to help municipal 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. Municipal employees can obtain free confidential advice about the conflict of interest law from the Commission's Legal Division at our website, phone number, and address above. Municipal 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 municipal employees may do on the job, after hours, and after leaving public service, as described below. The sections referenced below are sections of G.L. c. 268A.

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 municipal employee for conflict of interest law purposes?

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

II. On-the-job restrictions.

(a) Bribes. Asking for and taking bribes is prohibited. (See Section 2)

A bribe is anything of value corruptly received by a municipal 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 municipal 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) Gifts and gratuities. Asking for or accepting a gift because of your official position, or because of something you can do or have done in your official position, is prohibited. (See Sections 3, 23(b)(2), and 26)

Municipal 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 municipal 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 town administrator accepts reduced rental payments from developers.

Example of violation : A developer offers a ski trip to a school district employee who oversees the developer's work for the school district.

Regulatory exemptions . There are situations in which a municipal 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 permitting giving and receiving gifts in these situations. One commonly used exemption permits municipal employees to accept payment of travel-related expenses when doing so advances a public purpose. Another commonly used exemption permits municipal employees to accept payment of costs involved in attendance at educational and training programs. Other exemptions are listed on the Commission's website.

Example where there is no violation : A fire truck manufacturer offers to pay the travel expenses of a fire chief to a trade show where the chief can examine various kinds of fire-fighting equipment that the town may purchase. The chief fills out a disclosure form and obtains prior approval from his appointing authority.

Example where there is no violation : A town treasurer attends a two-day annual school featuring multiple substantive seminars on issues relevant to treasurers. The annual school is paid for in part by banks that do business with town treasurers. The treasurer is only required to make a disclosure if one of the sponsoring banks has official business before her in the six months before or after the annual school.

(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 municipal 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 municipal 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 full-time town employee writes a novel on work time, using her office computer, and directing her secretary to proofread the draft.

Example of violation : A city councilor directs subordinates to drive the councilor's wife to and from the grocery store.

Example of violation : A mayor avoids a speeding ticket by asking the police officer who stops him, "Do you know who I am?" and showing his municipal I.D.

(d) Self-dealing and nepotism. Participating as a municipal employee in a matter in which you, your immediate family, your business organization, or your future employer has a financial interest is prohibited. (See Section 19)

A municipal 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.

Example of violation : A school committee member's wife is a teacher in the town's public schools. The school committee member votes on the budget line item for teachers' salaries.

Example of violation : A member of a town affordable housing committee is also the director of a non-profit housing development corporation. The non-profit makes an application to the committee, and the member/director participates in the discussion.

Example : A planning board member lives next door to property where a developer plans to construct a new building. Because the planning board member owns abutting property, he is presumed to have a financial interest in the matter. He cannot participate unless he provides the State Ethics Commission with an opinion from a qualified independent appraiser that the new construction will not affect his financial interest.

In many cases, where not otherwise required to participate, a municipal employee 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.

There are several exemptions to this section of the law. An appointed municipal employee may file a written disclosure about the financial interest with his appointing authority, and seek permission to participate notwithstanding the conflict. The appointing authority may grant written permission if she determines that the financial interest in question is not so substantial that it is likely to affect the integrity of his services to the municipality. 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 the town zoning advisory committee, which will review and recommend changes to the town's by-laws with regard to a commercial district, is a partner at a company that owns commercial property in the district. Prior to participating in any committee discussions, the member files a disclosure with the zoning board of appeals that appointed him to his position, and that board gives him a written determination authorizing his participation, despite his company's financial interest. There is no violation.

There is also an exemption for both appointed and elected employees where the employee's task is to address a matter of general policy and the employee's financial interest is shared with a substantial portion (generally 10% or more) of the town's population, such as, for instance, a financial interest in real estate tax rates or municipal utility rates.

Regulatory exemptions. In addition to the statutory exemptions just mentioned, the Commission has created several regulatory exemptions permitting municipal employees to participate in particular matters notwithstanding the presence of a financial interest in certain very specific situations when permitting them to do so advances a public purpose. There is an exemption permitting school committee members to participate in setting school fees that will affect their own children if they make a prior written disclosure. There is an exemption permitting town clerks to perform election-related functions even when they, or their immediate family members, are on the ballot, because clerks' election-related functions are extensively regulated by other laws. There is also an exemption permitting

a person serving as a member of a municipal board pursuant to a legal requirement that the board have members with a specified affiliation to participate fully in determinations of general policy by the board, even if the entity with which he is affiliated has a financial interest in the matter. Other exemptions are listed in the Commission's regulations, available on the Commission's website.

Example where there is no violation: A municipal Shellfish Advisory Board has been created to provide advice to the Board of Selectmen on policy issues related to shellfishing. The Advisory Board is required to have members who are currently commercial fishermen. A board member who is a commercial fisherman may participate in determinations of general policy in which he has a financial interest common to all commercial fishermen, but may not participate in determinations in which he alone has a financial interest, such as the extension of his own individual permits or leases.

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

A municipal 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 public works director directs his secretary to fill out timesheets 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 municipal 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 municipal employee to consider whether her relationships and affiliations could prevent her from acting fairly and objectively when she performs her duties for a city or town. If she cannot be fair and objective because of a relationship or affiliation, she should not perform her duties. However, a municipal 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 developer who is the cousin of the chair of the conservation commission has filed an application with the commission. A reasonable person could conclude that the chair might favor her cousin. The chair files a written disclosure with her appointing authority explaining her relationship with her cousin prior to the meeting at which the application will be considered. There is no violation of Sec. 23(b)(3).

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

Municipal 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 municipal job is prohibited. (See Section 23(b)(1))

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

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

(b) Divided loyalties. Receiving pay from anyone other than the city or town to work on a matter involving the city or town is prohibited. Acting as agent or attorney for anyone other than the city or town in a matter involving the city or town is also prohibited whether or not you are paid. (See Sec. 17)

Because cities and towns are entitled to the undivided loyalty of their employees, a municipal employee may not be paid by other people and organizations in relation to a matter if the city or town has an interest in the matter. In addition, a municipal employee may not act on behalf of other people and organizations or act as an attorney for other people and organizations in which the town has an interest. Acting as agent includes contacting the municipality in person, by phone, or in writing; acting as a liaison; providing documents to the city or town; and serving as spokesman.

A municipal employee may always represent his own personal interests, even before his own municipal agency or board, on the same terms and conditions that other similarly situated members of the public would be allowed to do so. A municipal employee may also apply for building and related permits on behalf of someone else and be paid for doing so, unless he works for the permitting agency, or an agency which regulates the permitting agency.

Example of violation : A full-time health agent submits a septic system plan that she has prepared for a private client to the town's board of health.

Example of violation : A planning board member represents a private client before the board of selectmen on a request that town meeting consider rezoning the client's property.

While many municipal employees earn their livelihood in municipal jobs, some municipal employees volunteer their time to provide services to the town or receive small stipends. Others, such as a private attorney who provides legal services to a town as needed, may serve in a position in which they may have other personal or private employment during normal working hours. In recognition of the need not

to unduly restrict the ability of town volunteers and part-time employees to earn a living, the law is less restrictive for "special" municipal employees than for other municipal employees.

The status of "special" municipal employee has to be assigned to a municipal position by vote of the board of selectmen, city council, or similar body. A position is eligible to be designated as "special" if it is unpaid, or if it is part-time and the employee is allowed to have another job during normal working hours, or if the employee was not paid for working more than 800 hours during the preceding 365 days. It is the position that is designated as "special" and not the person or persons holding the position. Selectmen in towns of 10,000 or fewer are automatically "special"; selectman in larger towns cannot be "specials."
If a municipal position has been designated as "special," 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 municipal boards 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.

Example : A school committee member who has been designated as a special municipal employee appears before the board of health on behalf of a client of his private law practice, on a matter that he has not participated in or had responsibility for as a school committee member. There is no conflict. However, he may not appear before the school committee, or the school department, on behalf of a client because he has official responsibility for any matter that comes before the school committee. This is still the case even if he has recused himself from participating in the matter in his official capacity.

Example : A member who sits as an alternate on the conservation commission is a special municipal employee. Under town by-laws, he only has official responsibility for matters assigned to him. He may represent a resident who wants to file an application with the conservation commission as long as the matter is not assigned to him and he will not participate in it.

(c) Inside track. Being paid by your city or town, directly or indirectly, under some second arrangement in addition to your job is prohibited, unless an exemption applies. (See Section 20)

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

Example of violation : Legal counsel to the town housing authority becomes the acting executive director of the authority, and is paid in both positions.

Example of violation : A selectman buys a surplus truck from the town DPW.

Example of violation : A full-time secretary for the board of health wants to have a second paid job working part-time for the town library. She will violate Section 20 unless she can meet the requirements of an exemption.

Example of violation : A city councilor wants to work for a non-profit that receives funding under a contract with her city. Unless she can satisfy the requirements of an exemption under Section 20, she cannot take the job.

There are numerous exemptions. A municipal employee may hold multiple unpaid or elected positions. Some exemptions apply only to special municipal employees. Specific exemptions may cover serving as an unpaid volunteer in a second town position, housing-related benefits, public safety positions, certain elected positions, small towns, and other specific situations. Please call the Ethics Commission's Legal Division for advice about a specific situation.

IV. After you leave municipal employment. (See Section 18)

(a) Forever ban. After you leave your municipal job, you may never work for anyone other than the municipality on a matter that you worked on as a municipal employee.

If you participated in a matter as a municipal employee, you cannot ever be paid to work on that same matter for anyone other than the municipality, 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 their former municipal employer. The restriction does not prohibit former municipal employees from using the expertise acquired in government service in their subsequent private activities.

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

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

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

Example : An assistant town manager negotiates a three-year contract with a company. The town manager who supervised the assistant, 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 to the town in connection with the company's work on the contract for one year after leaving the town.

A former municipal employee who participated as such in general legislation on expanded gaming and related matters may not become an officer or employee of, or acquire a financial interest in, an applicant for a gaming license, or a gaming licensee, for one year after his public employment ceases.

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

Partners of municipal employees and former municipal employees are also subject to restrictions under the conflict of interest law. If a municipal employee participates 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 municipality or provide services as an attorney to anyone but the city or town in relation to the matter.

Example : While serving on a city's historic district commission, an architect reviewed an application to get landmark status for a building. His partners at his architecture firm may not prepare and sign plans for the owner of the building or otherwise act on the owner's behalf in relation to the application for landmark status. In addition, because the architect has official responsibility as a commissioner for every matter that comes before the commission, his partners may not communicate with the commission or otherwise act on behalf of any client on any matter that comes before the commission during the time that the architect serves on the commission.

Example : A former town counsel joins a law firm as a partner. Because she litigated a lawsuit for the town, her new partners cannot represent any private clients in the lawsuit for one year after her job with the town ended.

This summary is not intended to be legal advice and, because it is a summary, it does not mention every provision of the conflict law that may apply in a particular situation. Our website, http://www.mass.gov/ethics contains further information about how the law applies in many situations. You can also contact the Commission's Legal Division via our website, by telephone, or by letter. Our contact information is at the top of this document.

Version 7: Revised November 14, 2016

Acknowledgement of Receipt of Summary of the Conflict of Interest Law for Municipal Employees
I, (print your first and last name): _____ ,

an employee at

(name of your municipal agency or department): _____ ,

hereby acknowledge that I received a copy of the summary of the conflict of interest law

for municipal employees, revised November 14, 2016,

_____ _____

Signature Date

Municipal employees should complete the acknowledgment of receipt and return it to the individual who provided them with a copy of the summary. Alternatively, municipal employees may send an email acknowledging receipt of the summary to the individual who provided them with a copy of it.

CONTACT FOR SUMMARY OF THE CONFLICT OF INTEREST LAW FOR MUNICIPAL EMPLOYEES
David Giannotti, Public Education and Communications Division Chief
Address: One Ashburton Place, 6th Floor, Room 619, Boston, MA 02108
Phone: David Giannotti, Public Education and Communications Division Chief at (617) 371-9505
Resumen de los conflictos de leyes de interés para los Empleados Municipales
Resumo do Conflito de leis de interesse para os Funcionários Municipais

XXIII. ACKNOWLEDGEMENT OF RECEIPT

ACKNOWLEDGEMENT OF RECEIPT

OF THE

AMHERST, PELHAM, AND AMHERST-PELHAM REGIONAL SCHOOL DISTRICT

EMPLOYEE HANDBOOK

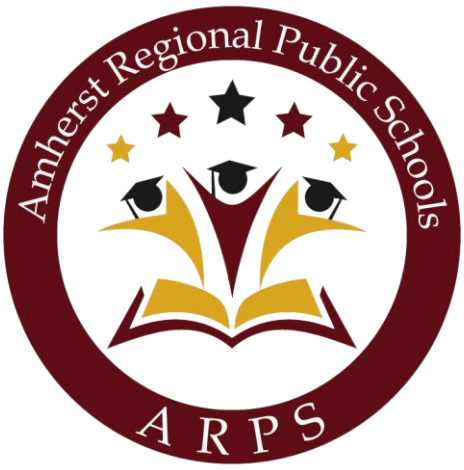
My signature indicates that I have received a copy of the Amherst-Pelham Regional School District Employee Handbook, including the Boundaries Document, COVID-19 Guidelines, Acceptable Use Policy Addendum covering use of technology and the Conflict of Interest Laws. I understand that it contains important information on the general personnel policies and practices of the District and of the privileges and obligations of being an employee of the District. In addition, the Amherst-Pelham Regional School District Employee Handbook contains notifications required by law. For employees returning to the district, their signature on their annual salary notification confirms their agreement to comply with all provisions of the annual Employee Handbook, Boundaries Document, Acceptable Use Policy – Technology, the Conflict of Interest Laws and the updated guidelines regarding COVID-19.

I understand that this handbook does not constitute a contract and makes no guarantees of employment, compensation, or benefits and that the Superintendent and/or School Committee reserve the right to make changes in the policies and practices at any time at their sole discretion, and interpret and administer the policies in light of changing circumstances and events.

Staff Name (please print) _____

Signature _____

Date _____



Contact Us
170 Chestnut Street
Amherst, MA 01002
(413) 362-1810
www.ARPS.org