

**Blue Hills Regional Technical School**  
**2019 – 2020**  
**Employee Handbook**



**Revised July 2018**



# BLUE HILLS REGIONAL TECHNICAL SCHOOL DISTRICT

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Dear Blue Hills Regional Technical School Employee:

We are pleased to provide you with this comprehensive Employee Handbook. This handbook addresses the business and personnel features of our school system. Guides for other matters, such as curriculum, school office-specific procedures, special education procedures, and other manuals such as DSC Policies are provided as necessary under separate cover.

## **Scope:**

This Handbook is not intended to be totally inclusive of explanations of all regulations and statutes (*See Disclaimer on the following page*). Employees should know that we are governed by both federal and state laws on many issues, and by state and district policy in others. It is the employee's responsibility to be aware that these exist along with the policies, guidelines, and procedures established in the contractual agreement, school procedures, and other relevant sources.

## **Guidance:**

If you are ever in doubt about how to respond to a particular situation – especially those outside the scope of this document, please seek advice from the principal or your supervisor. Precaution, prevention, and communication should be constant reminders to ensure the safety of everyone, compliance with law, and allowing us to devote as much time as possible to our mission and our students.

Also, please follow a lead of “no surprises.” Should a situation arise outside the norm, it is preferable to let the principal or your supervisor know as soon as possible. The best advice for all employees in carrying out their work with our students and colleagues is to use common sense, be conscientious and responsible, and respect students and colleagues in action and decision making.

Thank you for taking the time to consider these issues. This Handbook is established to provide compliance with legal issues and to ensure consistency in our efforts. With this in place, we can devote the majority of our time to issues of planning, teaching, and working for every student's success.

***Please acknowledge your receipt of this Employee Handbook and your intention to read and comply with its contents, by taking the web based quiz through the Staff Training Portal***

James P. Quaglia  
Superintendent – Director

Steven M. Moore  
Assistant Superintendent for Business and  
Personnel



## **DISCLAIMERS**

The policies, procedures and benefits contained in this Personnel Handbook supersede all previous policies, procedures and benefits of the Blue Hills Regional Technical School District, except as provided by collective bargaining agreement, or individual contract. Bargaining unit employees and employees covered under individual contract should consult the terms of their applicable agreement.

This Personnel Handbook is intended solely as a guide. The language used in the Personnel Handbook should not be construed as creating a contract, express or implied, between the Blue Hills Regional Technical School District and any of its employees, or a guarantee of employment for any specific duration. Although we hope that your employment with the Blue Hills Regional Technical School District will be mutually rewarding, unless otherwise provided by contract or statute, either you or the Blue Hills Regional Technical School District may terminate this relationship at any time, for any reason, with or without cause or notice.

Please note that no supervisor, manager, or representative of the Blue Hills Regional Technical School District, other than the Superintendent-Director, has the authority to enter into any agreement with you for employment for any specified period of time or to make any promises or commitments relative to your employment with the Blue Hills Regional Technical School District.

Should any provision in this Personnel Handbook be found to be unenforceable and invalid, such a finding does not invalidate the entire Personnel Handbook. The Blue Hills Regional Technical School District reserves the right to change, amend, modify or discontinue any policy or provision outlined herein.



PERSONNEL HANDBOOK 2019-2020

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## **I. INTRODUCTION**

Welcome to the staff of the Blue Hills Regional Technical School District. As you begin your employment with the Blue Hills Regional Technical School District, you are invited to read and become familiar with this Personnel Handbook. It provides helpful and valuable information about the policies, procedures, and opportunities available to guide and assist you in performing to the best of your abilities and developing and realizing your potential as one of our valued employees. Please read it carefully and keep it for future reference.

The policies stated in this Personnel Handbook are guidelines only and are subject to change at the sole discretion of the Blue Hills Regional Technical School District, as are all other policies, procedures, benefits, or programs of the Blue Hills Regional Technical School District. You will receive updated information concerning any changes in policy as they occur.

## **II. MISSION STATEMENT**

Blue Hills Regional Technical School's mission is to continue its history of academic achievement, technical training and character development through a curriculum which emphasizes the integration of cutting-edge technical programs and challenging academic courses; enabling its students to become competent, caring and productive people in a diverse and changing world.

## **III. GOALS**

This goals document is designed to serve as a “roadmap” to guide the direction of the planning for our school. As a living-document, the philosophy and goals will be reviewed annually as part of the ongoing process of providing excellence in education to our students.

GOAL 1: To provide high quality technical education programs to all students.

1. To offer all students opportunities for employment, advancement and post-secondary education.
2. To offer all students a wide range of occupational program options that are responsive to current labor market needs.
3. To review, revise and improve technical programs curricula and use integrated, applied learning models for instruction.
4. To upgrade equipment, machinery, tools and technology for student instruction in all occupational areas.
5. To prepare all students for life-long learning and the attainment of professional licensing, certification or approval in their occupational areas.
6. To support school-to-career opportunities for all students to transition into successful employment.
7. To measure individual student progress in the attainment of occupational competencies.
8. To prepare all students for passing statewide occupational proficiency assessment programs required for obtaining their proficiency certificates.

GOAL 2: To challenge each student to achieve their highest academic potential.

1. To provide high quality academic programs that are aligned with state curricula frameworks and learning standards.
2. To provide a variety of course offerings, which allow each student to work at his/her individual ability, level and reach his/her highest potential.
3. To develop curricula and methods of instruction which utilize the integration of academic and vocational content.
4. To prepare students for passing statewide academic assessment programs required to obtain their high school diplomas.
5. To continuously update textbooks, provide current learning materials and make available the latest educational technology for all students.

GOAL 3: To support the physical, social and emotional well-being of students.

1. To provide physical education classes, health classes, sports and athletic activities designed to establish life-long habits of good health and fitness.
2. To provide a wide range of clubs and student organizations which promote the importance of leadership, citizenship, achievement, respect, teamwork, and school spirit.
3. To provide a wide range of extra-curricular activities, which reflect students' interests, which enhance each student's self-esteem, and which foster sportsmanship and positive social skills.
4. To provide student support groups, peer mediation and other student-centered programs which promote students helping others.

GOAL 4: To provide a safe school environment.

1. To regularly review building security plans with administrators, faculty, staff members, local fire and police departments and students.
2. To regularly conduct school-wide safety drills as outlined in the school's emergency/procedure manual, in cooperation with local fire and police departments.
3. To promote a school climate that teaches respect for diversity, tolerance for differences in others, and peaceful resolution of conflicts through a variety of school-wide activities that are scheduled throughout the school year.
4. To establish and strictly enforce school-wide discipline policies and procedures related to personal safety, safety rules in vocational areas, and safety offenses listed in the student handbook.
5. To support the establishment of student groups which promote non-violence and respect for the safety of self and others.

GOAL 5: To cultivate a positive school climate.

1. To encourage faculty, student, parent and administrator participation in school policy development and implementation.

2. To encourage and support open lines of communication among the faculty, the student body, the administration, the District School Committee, parents and members of the local communities.
3. To provide opportunities for forums or open-meetings to be held around issues affecting the good of the school.

GOAL 6: To provide high quality professional development activities for faculty, support staff and administrators.

1. To provide opportunities for all personnel to achieve their goals in attaining certification, re-certification or occupational approval as required by state law.
2. To educate all instructional personnel with regard to current methods of curriculum development, instruction and assessment.
3. To inform all personnel regarding current state and federal legislation pertaining to the education of students with diverse learning styles and educational needs.
4. To provide support to faculty and staff in the use of computers and other technology as instructional tools.
5. To provide orientation and mentoring programs for new teachers and support staff
6. To promote activities which encourage teachers to take on leadership and administrative roles within the school.
7. To study innovative and effective models of school restructuring which lead to improved student achievement.

GOAL 7: To maintain and expand student enrollment.

1. To aggressively and actively develop media/marketing strategies to disseminate information about the school to a wide audience within the district and the state.
2. To regularly review admissions activities and policies for the recruitment and retention of students.
3. To attract potential students through articulation agreements and innovative programs with postsecondary educational institutions, which provide students with college credit and/or facilitate their transitions to further educational opportunities after graduation.
4. To provide a wide range of support services and personnel for potential dropouts and students who are at-risk for success in schools.

GOAL 8: To maintain buildings, grounds and facilities.

1. To annually review machinery, equipment, tools and materials within the vocational technical areas to ensure that the industry standards for quality, safety and use are being met.
2. To adhere to all federal and state regulations and local building codes pertaining to the health and safety of individuals within the school or on school property.

3. To regularly inspect all areas of the school to ensure that timely repairs or replacements are made.
4. To annually review the school's plan for building and grounds maintenance to update priorities as needs arise.

**GOAL 9:** To foster linkages with the business community.

1. To maintain the Blue Hills Regional Technical School Foundation for generating opportunities to obtain donations and financial support for the school and its programs.
2. To maintain relationships with community employers for cooperative education placements, apprenticeship placements, and other programs leading to licensures and certifications for students.
3. To maintain and promote the Continuing Education. Program to assist members of the business community with options for training existing employees as well as for developing a supply of potential employees.
4. To promote industry participation in the school's various advisory boards.

**GOAL 10:** To meet the diverse learning needs of all students within the regular education setting.

1. To promote the participation of diverse populations in school programs: disabled individuals; educationally disadvantaged individuals; economically disadvantaged individuals; and students with limited English proficiency.
2. To develop the necessary accommodations for students to meet with educational success within their academic and occupational programs.
3. To offer programs that provide opportunities for non-traditional students in all occupational areas.
4. To develop and enforce school-wide policies that promote equity and equal access for all students.

**IV. EMPLOYMENT WITH THE BLUE HILLS REGIONAL TECHNICAL SCHOOL DISTRICT**

**A. EMPLOYMENT PAPERWORK**

Upon acceptance of a job offer from the Superintendent-Director and prior to beginning work, all new employees must arrange to visit the Business Office to ensure that documentation necessary for employment has been submitted. At this time, employees can review their eligibility to receive benefits. Federal regulations require, and therefore it is a condition of employment, that before becoming employed all applicants must: 1) complete a sign Federal Form I-9, Employment Eligibility Verification Form and 2) present documents of identity and eligibility to work in the U.S., as specified on the I-9 form. In addition, birth certificates are required by the District for all non-teaching staff members. Depending on the nature of your position within the District, official education transcripts may be required. All employees must present their original Social Security cards in their legal name, so that a copy may be made.



## B. EMPLOYMENT CLASSIFICATIONS

Positions are classified as a regular full-time, regular part-time, or temporary, as well as a non-exempt or exempt. Unless otherwise specified, the *benefits* described in this Personnel Handbook apply only to full-time employees. All other *policies* described in this Personnel Handbook, and communicated by the Blue Hills Regional Technical School District, apply to *all* employees. If you are unsure into which job classification your position fits, please check your appointment letter or ask to speak with the District's Assistant Superintendent.

Many of our employees are represented by a collective bargaining unit, or are working under an individual contract. The policies in this Handbook apply to those employees, **except as provided otherwise by collective bargaining agreement or individual contract.** Bargaining unit employees and employees covered under individual contract should consult the terms of their applicable agreement.

1. **Probationary Employees:** New, rehired, or promoted employees will serve a prescribed period of close supervision and evaluation in order to assess their ability and adaptation. Probationary employment may be terminated at will. Termination is at the discretion of the Superintendent-Director without advance notice, or by the employee.
2. **Regular Full-Time Employees:** Employees who regularly work a minimum of forty (40) hours per week on a continuous basis following satisfactory completion of a probationary period.
3. **Regular Part-Time Employees:** Employees who complete a satisfactory probationary period and regularly work less than forty (40) hours per week on a continuous basis. Employees must work a minimum of twenty (20) hours per week on a continuous basis in order to receive benefits.
4. **Temporary Employees:** Employees holding jobs of limited or specified duration arising out of special projects, position vacancy pending appointment, the absence of a position incumbent, abnormal work-loads, emergencies, or other reasons determined by the Superintendent-Director. Temporary employees may work either full- or part-time work schedules, but will not be eligible to receive District-sponsored benefits, accrue any form of service credit, or file formal grievances except in matters pertaining to alleged discrimination.
5. **Non-Exempt Employees:** Employees covered by overtime pay and other distinctive positions of the Fair Labor Standards Act or applicable state laws. Such employees are entitled to overtime pay, for work required to be performed over forty (40) hours per work week. Overtime must be authorized in advance by a designated authority.
6. **Exempt Employees:** Employees classified as exempt are ineligible for overtime pay and other employment conditions as provided in the Fair Labor Standards Act and applicable state laws. Generally, such employees are those occupying executive, administrative, or professional positions.

**C. EQUAL EMPLOYMENT OPPORTUNITY**

The Blue Hills Regional Technical School District subscribes to the fullest extent to the principle of the dignity of all people of their labors and will take action to ensure that any individual within the District who is responsible for hiring and/or personnel supervision understands that applicants are employed, assigned, and promoted without regard to their race, creed, color, age, sex, national origins, disability, gender identity, and sexual orientation. Every available opportunity will be taken to assure that each applicant for a position is selected on the basis of qualifications, merit and ability.

**D. BACKGROUND AND REFERENCE CHECKS**

Every person applying for a position as an employee or volunteer in the Blue Hills Regional Technical School District will supply references who will attest to the sound character of the applicant. In addition, applicants for a paid position within the school system will furnish a complete employment record accounting for each year of pertinent employment.

The Principal (or his/her designee will review the employment history of each applicant recommended for employment to the Superintendent-Director. An employment history check covering at least a five year period will be conducted on each applicant and will include, but not limited to, telephone contact with former employees.

**E. CRIMINAL RECORDS CHECK AND FINGERPRINTING**

Criminal Offender Records Checks (C.O.R.I.) are conducted on all employees at the time of job offer at the Superintendent's office, and all offers of employment are contingent upon satisfactory results as determined by the Superintendent-Director. All criminal record checks will be done on a voluntary basis with prior written approval of the applicant. However, failure to comply with the request for a criminal records check will disqualify an applicant from further consideration for employment.

Each employee must, as a condition of employment, also provide an authorization properly completed, signed and dated, that permits the District to obtain C.O.R.I. information every three years thereafter. An unsatisfactory C.O.R.I report may result in termination of employment

In addition, employees hired by the District commencing with the 2013-2014 school year will be required to submit to a state and national finger-print criminal background check prior to commencing employment with the District and as a condition of continued employment with the District. Employees hired prior to the 2013-2014 school year will be required, as a condition of continued employment, to submit fingerprints for federal background checks prior to the beginning of the 2016-2017 school year. The individual employee or prospective employee is responsible for the cost of the national criminal background check. An unsatisfactory finger-print criminal background check may result in termination of employment.

## **F. PERSONNEL FILES**

The Blues Hills Regional Technical School District maintains personnel files for each employee. These files contain documentation regarding all aspects of the employee's employment relationship with the Blues Hills Regional Technical School District, such as performance appraisals, beneficiary designation forms, disciplinary warning notices, and letters of commendation from administrators. Personnel records are considered confidential under the law and will not be open to public inspection. Access to personnel files will be limited to persons authorized by the Superintendent to use the files for reasons cited above.

Employees will be notified within 10 days of the employer placing in the personnel record any information that is, has been used, or may be used, to negatively affect the employee's qualification for employment, promotion, transfer, additional compensation or the possibility that the employee will be subject to disciplinary action. Employees may make written objections to any information contained in the file. Any written objection must be signed by the staff member and will become part of the employee's personnel file. Further, no negative comment will be placed in a staff member's file unless it is signed by the person making the comment and the staff member is informed of the comment and afforded the opportunity to include his written response in the file.

Employees may view the contents of their personnel file during regular business hours, and with 24 hours written notice. If you are interested in reviewing your file, contact the HR Specialist.

To ensure that your personnel file is up-to-date at all times, notify your supervisor or the Assistant Superintendent of any changes in your name, home telephone number, home address, marital status, number of dependents, beneficiary designations, scholastic achievements, emergency contact information, and so forth.

## **G. CONFIDENTIAL INFORMATION**

As an employee of the Blues Hills Regional Technical School District, you may have access to proprietary and confidential information. It is expected that you will become familiar with your responsibilities with regard to confidential information, and honor all commitments to maintain confidentiality where required. Failure to do so may result in disciplinary action up to and including termination of employment.

## **H. AT WILL EMPLOYMENT**

Employment the Blues Hills Regional Technical School District is at will. This means your employment can be terminated with or without cause and with or without notice, at any time, at the option of either the District or yourself, except as otherwise provided by collective bargaining agreement, individual employment contract or statute.

## **I. NOTICE OF TERMINATION OF EMPLOYMENT**

Employees desiring to terminate their employment relationship with the Blues Hills Regional Technical School District are requested to notify the Blues Hills Regional Technical School District at least two work weeks in advance of their intended termination. Such notice should be given, in writing, to your supervisor.

As previously discussed, all employment relationships with the Blues Hills Regional Technical School District are on an at-will basis, unless otherwise stated in applicable collective bargaining agreement or individual contract, or by statute. Thus, although the Blues Hills Regional Technical School District hopes that our relationships with employees are long-term and mutually rewarding, your employment can be terminated with or without cause and with or without notice, at any time, at the option of either the Blues Hills Regional Technical School District or yourself.

## **V. EMPLOYMENT POLICIES**

### **A. DISTRICT SCHOOL COMMITTEE-STAFF COMMUNICATIONS**

The District School Committee wishes to maintain open channels of communication between itself and the staff. The basic line of communication shall, however, be through the Superintendent.

#### **1. Staff Communications to the District School Committee**

All communications or reports to the Committee or any of its subcommittees from Principals, supervisors, teachers, or other staff members shall be submitted through the Superintendent. This procedure does not deny the right of any employee to appeal to the Committee from administrative decisions on important matters, **except those matters that are outside the Committee's legal authority**; provided that the Superintendent has been notified of the forthcoming appeal and that it is processed in accordance with the Committee's policy on complaints and grievances. Staff members are also reminded that the Committee meetings are public meetings. As such, they provide an excellent opportunity to observe firsthand the Committee's deliberations on problems of staff concern.

#### **2. District School committee Communications to Staff**

All official communications, policies, and directives of staff interest and concern shall be communicated to staff members through the Superintendent, or his designee. The Superintendents shall develop appropriate methods to keep staff informed of the Committee's pertinent problems, concerns and actions.

#### **3. Visits to Schools**

Individual District School Committee members interested in visiting school or classrooms shall inform the Superintendent-Director upon arrival. Such visits will be regarded as informal expressions of interest in school affairs and not as "inspections" or visits for supervisory or administrative purposes. Official visits by Committee members shall be carried on only under Committee approval.

## **B. NOTICE OF NON-DISCRIMINATION AND SEXUAL HARASSMENT**

### **1. Non-Discrimination**

This is to notify all persons that Blue Hills Regional Technical School District does not discriminate against any person because of his/her race, color, religious creed, national origin, pregnancy, pregnancy-related conditions, sex, sexual orientation, which shall not include persons whose sexual orientation involves minor children as the sex object, age, ancestry, disability or marital status in the provision of or access to services, employment and activities. This is in accordance with all applicable federal and state law and regulations, including, but not limited to, Section 504 of the Rehabilitation Act of 1973 (29 U.S.C Chapter 794) as amended; the Americans with Disabilities Act, 42 U.S.C Chapter 12101, as amended; the Civil Rights Act of 1964, as amended; Title VI and IX, 42 U.S.C Section 2000 et seq., as amended; Article 114 of the Massachusetts Constitution; Chapter 151B, Chapter 76, Section 5 and Chapter 272, Sections 92, 98, and 98A, of the Massachusetts General Laws; and Executive Orders 227, 246, 253.

### **2. Sexual Harassment**

Sexual Harassment is unwanted, pervasive, and unwelcomed sexual attention from peers, subordinates, supervisors, customers, clients, or any other person the victim may interact with in order to fulfill school duties or job. The victim's responses may be restrained by fear of reprisals. The range of behaviors include: verbal comments, subtle pressures for sexual activity, leering, pinching, patting, and other forms of unwanted touching, as well as rape or attempted rape.

### **3. Filing a Claim, Complaint Investigation and Grievance Procedure**

Complaints of discrimination or harassment based upon sex, race, color, religion, national origin, and sexual orientation made by or against a staff member should be made to the or Assistant Superintendent for Business & Personnel, Blue Hills Regional Technical School, 800 Randolph Street, Canton, MA 02021, Telephone (781) 828-5800. Complaints of discrimination or harassment based upon disability should be made to the Assistant Superintendent for Business & Personnel. This procedure applies to complaints pursuant to state and federal laws, particularly to complaints under Title VI and Title IX, Chapter 622, Mass. General Laws Chapter 151B, Section 504 and the Americans With Disabilities Act.

When a complaint of discrimination or harassment is made the following investigative and appeal procedures will be followed:

1. Complaints may be made verbally or in writing. Complaints should be made promptly, within a short time after the occurrence giving rise to the complaint, to assure a prompt investigation and fair resolution. All complaints will be thoroughly investigated. Both the complainant and the subject of the complaint will be interviewed and given a full opportunity to state their case. Witnesses, if any, will also be interviewed. A record will be kept of each investigation.

2. The complaints will be investigated within a reasonable time, usually not to exceed ten (10) school days after the complaint has been received. Both the complainant and the subject of the complaint will be informed of the result of the investigation in writing. If the complaint is substantiated, the investigator will refer the matter to the proper supervisor or administrator for appropriate disciplinary action.

Discipline of school staff will be consistent with collective bargaining procedures and may include reprimand, suspension from employment, or discharge.

3. In the event a complainant or subject of a complaint disputes the results of the investigation or resolution, he or she may further appeal to the Superintendent-Director within ten (10) days of the investigator's decision. Any request for appeal shall be made in writing. The Superintendent-Director shall meet with the parties to hear the appeal, and shall review the records of the investigation. The Superintendent-Director shall issue a decision within ten (10) days of the hearing.
4. Further appeal may be taken to the School Committee within ten (10) days of the Superintendent-Director's decision. Such appeal must be in writing. The School Committee will hear the appeal and make its determination with ten (10) days of the School Committee hearing.

#### **4. Administrative Agencies**

Nothing in this policy or procedure shall be deemed to affect a complainant's right to other remedies at law including the administrative appeal or lawsuit. Administrative agencies with jurisdiction in these Matters include:

|  |                                   |
|--|-----------------------------------|
| The Massachusetts Commission Against Discrimination (MCAD) |                                   |
| Boston Office  | Springfield Office                |
| One Ashburton Place, Room 601                              | 424 Dwight Street, Room 220       |
| Boston, Massachusetts 02108                                | Springfield, Massachusetts 0.1103 |
| (617) 727-3990   | (413) 739-2145                    |

The United States Department of Education Office For Civil Rights  
A W. McCormack Building  
Post Office and Court House  
Room 222  
Boston, MA 02109-4557

Massachusetts Department of Elementary and Secondary Education (DESE) and  
Bureau of Special Education Appeal  
State Board of Education  
350 Main Street  
Malden, MA 02148  
(781) 388-3300

The United States Equal Employment Opportunity Commission (EEOC)  
1 Congress Street —10th Floor  
Boston, Massachusetts 02114  
(617) 565-3200

**C. DISCRIMINATION/HARASSMENT/BULLYING –  
ADMINISTRATIVE INVESTIGATION PROCEDURE**

The following checklist presents a series of actions for initiation and completion of harassment, bullying, and discrimination complaint investigations.

Please note that the steps outlined below will be completed according to the time lines set forth in the School's Policy on Complaint Investigation and Grievance Procedure.

**1. Initiation of Investigation.**

When approached by a student or employee with information that harassment or discrimination may be taking place in the school environment, the responsible complaint officer will initiate an investigation.

- a. The investigation will commence as soon as possible after the complaint has been brought to the attention of the complaint officer. Usually the investigation should commence within one school day of such complaint.
- b. The investigative officer must be objective and fair in both fact and appearance in all matters related to the investigation. If the matter involves only a student(s), the complaint officer should be the Dean of Students.
- c. In the event a complaint involves only an employee(s), the complaint officer will be designated by the superintendent/director and will be a person(s) of sufficient authority to fully investigate and resolve the matter (i.e., Principal or Assistant Superintendent).
- d. In the event the complaint involves both a staff member(s) and a student(s) the Superintendent/Director may appoint multiple investigators to conduct the investigation.

**2. Conducting Interviews/Investigation.**

- a. The complaint officer will demonstrate sensitivity and reaffirm that harassment, bullying or discrimination violates the school policy, that it will not be tolerated and that no retaliation will occur because of the complaint.
- b. The complaint officer will learn all the facts and circumstances relating to the alleged discrimination or hostile environment (e.g. the frequency of harassing conduct; or bullying; severity of conduct; whether the conduct is physically threatening to the complainant, humiliating, or a mere

offensive utterance; or whether it unreasonably interferes with the functioning of the complainant in the school environment) or bullying.

- c. The complaint officer will identify the specific dates and location of relevant events; identify witnesses or other possible victims of the alleged harassment, bullying or discriminatory conduct.
- d. The complaint officer will request copies of any documentary evidence that may exist (e.g. diaries, discipline or conduct notes, reprimands, calendars, personal notes, etc.).
- e. The complaint officer will ask the complainant whether he/she perceived his/her school or work environment to be hostile or abusive at the time of each instance of alleged harassment, bullying or discrimination occurred.
- f. The complaint officer will request complainant to write out the complaint in detail during the interview or shortly thereafter and sign the statement; and/or
- g. The complaint officer will prepare a statement of complainant's complaint based upon the interview and request him or her sign it.
- h. Where the alleged perpetrator is an employee represented by a Union, the complaint officer will advise the employee of his/her right to have union representation at any meeting held to investigate the complaint.
- i. The complaint officer will take notes and/or make recording of all witness interviews, including the interview with the alleged. Recordings can only be made with the consent of all parties present.
- j. The complaint officer will remain objective during the investigative process and will not automatically take the complainant's accounting of events as the truth of the matter. The complaint officer will assure that both sides have equal opportunity to present their version of the facts and will weigh the credibility of their positions thereafter.
- k. During the investigation process, all communications and files will be kept confidential and secure. Findings will be shared only with others on a "need to know" basis.
- l. The complaint officer will determine the merits of the complaint based on factors such as corroborating evidence, the timing of the complaint after the alleged harassment/bullying/discrimination action, any documentary evidence and the credibility of the parties and any witnesses interviewed.
- m. The complaint officer will reduce his/her final determination to writing, including a statement summarizing the allegations, all steps taken as part of the investigation, summaries of all witness statements and evidence considered and conclusions reached.



- n. The complaint officer shall forward his/her final determination report to the Superintendent for further action.

**3. If Complaint Is Substantiated** - Matter should be referred to Superintendent for further action consistent with the guidelines set forth below.

a. If an employee is charged party:

1. Take prompt and effective action reasonably calculated to end the problem and notify law enforcement if appropriate.
2. Take appropriate disciplinary action against the employee, taking into consideration doctrines of progressive discipline and any and all just cause and/or due process protections to which the employee is entitled by statute, collective bargaining or other agreement. At this point it is strongly advised that the District's counsel be consulted to ensure that any disciplinary action complies with applicable statutory and collective bargaining provisions.
3. Require that the employee satisfactorily participate in the District's Employee Assistance Program ("EAP"). If the employee refuses to avail himself or herself of such assistance and/or fails to comply with the recommendations of the EAP provider in this regard, the Superintendent-Director will take appropriate disciplinary action against the employee up to and including termination.
4. Where employee is represented by a union, provide the right to union representation at each and every meeting which might reasonably lead to disciplinary action. This includes any meetings conducted as part of the initial investigation.
5. Accompany all discipline, short of termination, up to and/or including participation in, or requirement in, an employee-sponsored assistance program with written warning that the employer does not condone conduct of a discriminatory or harassing nature and any repetition of such conduct will result in further disciplinary action up to and including termination.
6. Closely monitor employee's conduct after initial incident.
7. On an annual basis redistribute to all employees the Blue Hills Regional Vocational School District Policies relative to Sexual Harassment, Discrimination and Bullying.

b. If student is the charged party:

1. Take prompt and effective action reasonably calculated to end the harassment or bullying.

2. Notify law enforcement as necessary or appropriate.
3. Take appropriate disciplinary action against the student, taking into consideration any and all due process protections afforded by statute and/or school policy. Comply with all Special Education regulations and procedures which may be implicated by such discipline. Where appropriate take steps to minimize student's contact with complainant.
4. Closely monitor student's conduct.
5. On an annual basis redistribute to all students the Blue Hills Regional Vocational School District Policies relative to Sexual Harassment, Discrimination and Bullying.
6. Nothing in this policy is designed or intended to limit the District's authority to discipline or take remedial action under General Laws Chapter 71, §37H or other statutes or regulations, or in response to violent, harmful, or disruptive behavior, regardless of whether this policy covers the conduct. Reports of cyber-bullying by electronic or other means, occurring in or out of school will be reviewed and, when a nexus to work or school exists, will prompt disciplinary action.

The Blue Hills Regional Technical School District will follow guidelines issued by the Department of Elementary and Secondary Education related to bullying. Other specific actions regarding students and/or staff may be necessary under the relevant sections of Massachusetts General Laws, c. 71 and c. 71B.

#### **D. AMERICANS WITH DISABILITIES ACT**

Blue Hills Regional Technical School District complies with the Americans with Disabilities Act (ADA) and applicable state and local laws providing for non-discrimination in the employment of qualified individuals with disabilities. Blue Hills Regional Technical School District also provides reasonable accommodation for such individuals in accordance with these laws. It is the Blue Hills Regional Technical School District's policy to, without limitation:

1. Ensure that qualified individuals with disabilities are treated in a non-discriminatory manner in the pre-employment process and that qualified employees with disabilities are treated in a non-discriminatory manner in all terms, conditions, and privileges of employment;
2. Keep all medical-related information confidential in accordance with the requirements of the ADA and retain such information in separate confidential files;
3. Provide qualified applicants and employees with disabilities with reasonable accommodation, except where such an accommodation would create an undue hardship on the Blue Hills Regional Technical School District; and

4. Notify individuals with disabilities that the Blue Hills Regional Technical School District provides reasonable accommodation to qualified individuals with disabilities, including this policy in the Blue Hills Regional Technical School District's Personnel Handbook and by posting the Equal Employment Opportunity Commission's poster on prohibiting discrimination against individuals with disabilities and other protected groups in the workplace.

**Procedure for Requesting an Accommodation:**

Qualified individuals with disabilities may make direct requests for reasonable accommodation to the Superintendent, in writing or verbally. On receipt of an accommodation request, the Superintendent will meet with the requesting individual to discuss and identify the precise limitations resulting from the disability and the potential accommodation that Blue Hills Regional Technical School District might make to help overcome those limitations.

The Superintendent, in conjunction with only those administrator(s) identified as having a legitimate business need to know, will determine the reasonableness of the requested accommodation. They will consider various factors, including, but not limited to the following: the nature and cost of the accommodation, Blue Hills Regional Technical School District's overall financial resources and organization, and the accommodation's impact on the operation of the District, including its impact on the ability of other employees to perform their duties and on the District's ability to provide service to the students and the community.

The Superintendent will inform the employee of the District's decision on the accommodation request and/or how it will make the accommodation.

**E. DRUG-FREE WORKPLACE POLICY**

1. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance and/or alcohol is prohibited on school property or on other work sites where employees may be assigned. In addition, the manufacture, distribution, dispensation, possession, or use of controlled substances or alcohol is prohibited on non-working time to the extent that it impairs an employee's ability to perform his/her job; and/or attendance; and/or conduct; and/or reliability.
2. As a condition of employment, the employee will:
  - a) Abide by the terms of the statement in Section 1;
  - b) Have a valid prescription for all medication / drugs in their possession on school grounds and keep all medications beyond 1 daily dose in the possession of the school nurse if there is the necessity to bring medications into the building.
  - c) Notify the Superintendent-Director of any criminal drug statute conviction for a violation occurring within the workplace no later than five days after such conviction.

3. When an employee violates the District's drug-free workplace policy, the Superintendent-Director may:
  - a) Take appropriate disciplinary action against the employee up to and including termination, or
  - b) Require that the employee satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency. If the employee refuses to avail himself or herself of assistance, and/or the results of participation are unsatisfactory, the Superintendent-Director will take appropriate disciplinary action against the employee up to and including termination.
4. The Superintendent-Director shall, within thirty days after receiving notice from an employee of a conviction as described in Section 2b, either
  - a) Take appropriate disciplinary action against the employee up to and including termination; or
  - b) Require that the employee satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement or other appropriate agency. If the employee refuses to avail himself or herself of assistance, and/or the results of participation are unsatisfactory, Superintendent-Director will take appropriate disciplinary action against the employee up to and including termination.
5. The District shall establish a drug-free awareness program to inform employees about:
  - a) The danger of drug abuse in the workplace;
  - b) The employer's policy of maintaining a drug-free workplace;
  - c) Any available drug counseling, rehabilitation and employee assistance programs; and,
  - d) The penalties that may be imposed upon employee's drug use violation.
6. Each employee will be given a copy of the following statute: The Drug Free Workplace Act of 1988, 34 CFR part B5, subpart F.

## **F. NO SMOKING ENFORCEMENT PROCEDURE**

Smoking or the use of any tobacco products within the school buildings, school facilities, on school grounds or on school busses by any individual, including school personnel, is prohibited by law and is strictly enforced.

Employees found to have violated this prohibition will be subject to disciplinary action as follows:

Disciplinary Step:

1. Verbal reprimand by immediate administrator;
2. Written reprimand to personnel file by immediate administrator;
3. Written reprimand to personnel file by Superintendent-Director;
4. One (1) day suspension without pay or enrollment in a Stop Smoking Program, at the individual's expense, for each incident.

## **G. ACCEPTABLE USE POLICY - TECHNOLOGY**

Blue Hills Regional Technical School District recognizes that internet resources and various electronic tools including, but not limited to, laptop and tablet computers, "smart" phones, and digital cameras change how information may be created, accessed, communicated, and transferred. The School Committee supports the use of the District's network and electronic tools by both students and staff for educational purposes and it recognizes that the District must assure that students develop the skills that are necessary to appropriately and safely analyze, evaluate, and utilize such resources. The School Committee expects that staff will blend thoughtful use of such information and tools throughout the curriculum and provide guidance and instruction to students in the appropriate use of both, including adherence to copyright and cyber-bullying laws.

The Blue Hills Regional Technical School District shall not be liable for individual user's inappropriate use of electronic resources or violations of copyright restrictions, users' mistakes, or negligence or costs incurred by users.

As electronic tools and the internet are constantly changing and the rate of change is increasing, this policy will be regularly reviewed to assure currency with new tools or Internet services.

### **Use of District Devices and Electronic Network:**

All data stored or transmitted on any District electronic device or transmitted from any device on the District network may be monitored, retrieved, downloaded, printed, copied at any time and without notice, as staff and students have no right to privacy with regard to such data. This information may be disclosed to others, including law enforcement agencies.

The use of the District's network and electronic tools is a privilege, not a right. Access to network services will be provided to students and staff who demonstrate continual

adherence to this policy. In addition, no student will be allowed to independently use the network unless parents or guardians provide permission. Such permission may be provided on a paper copy or electronically in whatever format the District may provide.

*Any violation of these guidelines may result in disciplinary action up to, and including termination of employment.*

### **Prohibited Behaviors**

The District's network or electronic tools may not be used for the following:

- Harassment, discrimination, or bullying. This includes, but is not limited to, the use of obscene, profane, lewd, vulgar, rude, inflammatory, threatening, or disrespectful language or images that harass and discriminate against a protected class or constitute cyber-bullying.
- Posting of personal information. No student or staff member may use the network to post personal addresses, telephone numbers, or personal email addresses of oneself or others without express prior consent of the principal and parents.
- Sharing of email accounts. Staff and students will take reasonable precautions to maintain the security of email or other accounts provided by the district by keeping passwords confidential.
- Plagiarism. Text, graphics, video, or other content must be used in accordance with copyright law and properly cited.
- Copying district-purchased and/or copyrighted software.
- Accessing confidential information. No one may gain unauthorized access or intentionally seek information on, obtain copies of, or modify files, other data, or passwords for which the person has not been given access, or misrepresent other users on the network.
- Illegal activity of any type.

The following uses are generally prohibited, with limited exceptions:

- Commercial or for-profit purposes, including advertising. Students may not use the District network to offer, provide, or purchase products or services. However, a staff member may use the network for these purposes as their job requires.
- Accessing inappropriate material. Although the District network is filtered in accordance with the Children's Internet Protection Act, it may be possible to access material that is profane, obscene, or pornographic, that advocates illegal acts, or that advocates violence or discrimination towards other people. Such use is prohibited unless a teacher approves a specific, special exception for a student to conduct research.

- Political lobbying for candidates. The network may be used, however, within the rights of free speech to communicate with elected representatives and to express opinions on political issues.
- Uploading or downloading unauthorized software on any District electronic device. The Director of Technology may authorize downloading of software for district devices.

### **Social Networking**

Staff will not:

- Fraternize with individual students using social networking websites or APPS such as, but not limited to, Facebook, MySpace, and similar Internet sites.
- Contact individual students via personal cell telephone, text, or instant message except in emergency or previously approved situations. When a staff member must use their personal communication device to contact students, the staff member should promptly notify the Principal and explain the reason.
- Give out private contact information without prior approval.
- Make inappropriate contact with staff, students, or parents including:
  - Bullying;
  - Harassing; or
  - Exhibiting or advocating use of drugs or alcohol.

Staff may:

- Make contact with students through the District's email and telephone system for school related purposes.
- Use APPS such as "REMIND" to send text messages or similar electronic communication from their personal device to relay information to a group of students or to a sub-set of that group to be passed along to the others in that group such as athletic teams, entire classrooms, and clubs. Communication should be limited to outgoing messages only. Phone numbers not disclosed to the recipients.

Please remember:

Your conduct as a private citizen can affect your job. Information posted to a social networking site or blog can be accessed by students, parents, and co-workers and should reflect a high level of professionalism.

## H. MANDATORY REPORTING

### 1. Child Abuse/Neglect

Blue Hills Regional Technical School District fully intends to comply with laws for reporting child abuse and neglect.

Any school official or employee who has reasonable cause to believe that a child under the age of 18 years may be suffering from abuse or neglect, or observes the child being subjected to conditions or circumstances which would reasonably result in abuse or neglect, will immediately report or cause a report to be made to the Principal or his/her designee, who will then become responsible for making a report to the Department of Children and Families (“DCF”) as required by law. Employees remain free to report directly to DCF, but in such case, shall provide notice of such report to the Principal.

### 2. Requirement to Report Personal Injury

Employees are required to immediately report any instance of personal injury that occurs during work time to their supervisor or the Assistant Superintendent.

### 3. Requirement to Report Torts

Employees are required to immediately report any torts (action or omission that results in or leads to an injury or loss of property or personal injury or death) suffered in the performance of their job duties. Notification should be made, in writing, to your immediate supervisor, and to the Assistant Superintendent.

## I. SCHOOL CANCELLATION/CAMPUS CLOSURE/DELAYED OPENING

Only the Superintendent can declare a campus closure for any reason including snow or any other unanticipated circumstance

If it becomes necessary to cancel or delay the opening of school, for storms or emergencies, announcements will be made on select Boston-area television stations. A school delay will postpone the start of the bus schedules and bell schedule as outlined in the announcement.

The **Connect Ed** telephone announcing system will be used to notify staff, students and parents of emergencies, late arrivals, and closures whenever possible. Employees will be contacted at a primary number which they have provided to the school.

When school is cancelled or delayed for students, **essential employees** shall report to work, unless otherwise notified. Maintenance and custodial personnel are considered “**essential employees**” and are required to work their normal shifts during campus closures, unless instructed otherwise by the superintendent or director of facilities.

When the superintendent declares the campus as being closed all defined day employees are not required to report to work unless specifically instructed to do so by their supervisor or the superintendent. All year round employees are not required to work that day unless directed otherwise by their supervisor.



Days when the campus is closed are neither considered a non-contractual work day nor a required work day. Regardless of the number of days the superintendent closes the campus all defined day employees are required to report to work the required number of contractual days less any contractually awarded time off.

The only situation when a campus closure would count as a work day for a defined day employee is when there are not sufficient days remaining in the work year for the employee to work their full contractual obligation. *Example: The Superintendent declares the campus closed for security reasons on June 30<sup>th</sup> and the employee still needs to work one day to meet their contractual obligation. In this case the employee would be allowed to count the closure as a work day, as there are insufficient days remaining in the contractual year for them to make up the day.*

**Definitions:**

**Defined day employee** – any employee whose contract specifies a specific number of work days and the required days are less than 260 days.

**Required (Contractual) work day** – Corresponds to the number of days the employee required report to work and is paid for in their contract or collective bargaining agreement. Employees may use sick, vacation, and personal days, as a means of being compensated for absences on required work days

**Non-contractual work day** – Day school is open for business but the employee is not required to report to work.

**Work Days** – Days that the school is open for business. Exceptions include holidays and weekends. The District Committee through the superintendent may declare certain weekends and school vacation days as work days, so to meet the 180 day state mandate.

**Campus** – All school buildings and grounds

**J. DISTRICT AND PERSONAL PROPERTY**

**1. Personal Property**

The Blue Hills Regional Technical School District does not accept any responsibility for the loss or damage to personal property. Personal property should not be brought to the school. Employees who bring personal property to the school do so at their own risk and should take steps to safe guard their belongings at all times.

**2. District Property**

- a. Theft or loss of school property is to be reported immediately to the Assistant Superintendent or Principal.
- b. Equipment and vehicles essential to accomplishing work assignments are expensive and may be difficult to replace. When using District equipment and vehicles, employees are expected to exercise care, perform required maintenance and follow all operating instructions, safety standards and guidelines.

- c. Employees are required to notify their supervisor or the Assistant Superintendent/Principal if any equipment, machine, tool, or vehicle appears to be damaged, defective, or in need of repair, in order to prevent deterioration of equipment and possible injury to employees or the public.
- d. The improper, careless, negligent, destructive, or unsafe use or operation of equipment vehicles, as well as excessive or avoidable traffic and/or parking violations while using District vehicles, can result in disciplinary action, up to and including termination.
- e. If an employee is involved in a vehicular accident in a District vehicle, he/she must report the accident to their supervisor and/or the Assistant Superintendent/Principal immediately and complete all required forms.
- f. Prior approval from the Superintendent-Director is required for the removal of school property from the building.

### **3. Use of District Logo and Name**

No employee shall use the district logo or name for any purpose other than direct authorized school business without the express written consent of the Superintendent.

### **4. Signing Contracts or Entering Into Agreements on Behalf of the District**

No employee shall represent themselves as an agent for the district and enter into or sign any contracts, agreements, or grant applications on behalf of the district. Only the Superintendent or Assistant Superintendent may act as agents on behalf of the district

## **K. I.D. POLICY**

As a result of District School Committee policy, all staff are required to wear photo I.D. badges at all times. Badges will be provided to staff at no cost.

## **L. DRESS AND APPEARANCE**

It is expected that all employees will maintain a high standard of personal and professional appearance. Blue Hills Regional HS seeks to maintain a professional environment. All employees should use discretion in wearing attire that is appropriate for the desired school environment.

Employees are also required to keep their work environment clean and orderly. Before departing at the end of the workday, employees should lock all files and cabinets, clear all work materials from desk surfaces, and turn off or lock computers, especially if they contain materials of a sensitive or confidential nature.

## **M. LEAVING/ENTERING THE SCHOOL BUILDING**

1. It is a general rule that teachers may not leave the school building during the course of the school day. A regular exception to this rule includes instructors working with construction crews, externship and sports.
2. Circumstances may require that lead teachers leave the building to visit construction sites or career development programs. These visits must be cleared and recorded through the designated Administrator's office prior to departure.
3. Advance approval is required in all instances for staff that leave the premises during the contractual work day. All staff must notify their appropriate administrator and the Security Desk of the departure and return to BHR.
4. Entrance Cards: For additional information, please refer to the latest School Committee Policy regarding entrance security.

## **N. STAFF ETHICS/CONFLICT OF INTEREST**

The District School Committee expects members of its professional staff to be familiar with the code of ethics that applies to their profession and to adhere to it in their relationships with students, parents, coworkers, and officials of the school system.

No employee of the Committee will engage in or have a financial interest in, directly or indirectly, any activity that conflicts or raises a reasonable question of conflict with his duties and responsibilities in the school system. 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 customer, client, or employer 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 any administrator responsible for the supervision and/or evaluation of an employee be directly related to him.

In order to avoid the appearance of any possible conflict, it is the policy of the District School Committee that no employee be hired who is related to any member of the District School Committee or who is related to any administrator of the School District. This provision will not affect anyone currently employed in the District that may be related to either a District School Committee member or an administrator but no promotions or hiring in the future will be exempted from this provision.

## **O. CONTACT WITH THE PRESS OR ELECTRONIC MEDIA**

All press and electronic media inquiries regarding the school district and its operations must be referred to the superintendent. The superintendent and only the superintendent is authorized to make or approve public statements pertaining to the school district and its

operations. No employees unless specifically authorized by the Superintendent are authorized to make statements or to communicate anything to the press or electronic media regarding the district or its operation.

Employees wishing to release information to the press or electronic media regarding upcoming / previous school events or other school news must contact the Superintendent prior to the release of any information.

## **P. OTHER POLICIES**

There are several other District School Committee policies pertinent to your employment with the District. All employees are expected to be familiar with and adhere to these policies. You can view these policies on the Blue Hills Regional Technical School District web site: [www.bluehills.org](http://www.bluehills.org).

## **VI. GENERAL EXPECTATIONS AND STANDARDS OF CONDUCT**

By accepting employment with us, you have a responsibility to the Blue Hills Regional Technical School District and to your fellow employees to adhere to certain rules of behavior and conduct. The purpose of these rules is not to restrict your rights, but rather to be certain that you understand what conduct is expected and necessary. The list set forth below is not all inclusive. The Blue Hills Regional Technical School District reserves its rights under law to promulgate additional workplace rules as is necessary for the efficient operation of the school system.

### **A. ABSENTEEISM AND TARDINESS**

Regular and predictable attendance is necessary to perform the essential functions of your job. The Blue Hills Regional Technical School District expects all employees to assume responsibility for their attendance and promptness. Recognizing, however, that illnesses and injuries may occur, the District has benefit plans to compensate qualified employees for certain time lost for legitimate medical reasons, including time off to secure necessary treatment for an illness. (Please consult the appropriate sections of this Personnel Handbook and/or your applicable Collective Bargaining Agreement or Individual Employment Contract for information regarding these benefits.)

If you are unable to work because of illness or other unanticipated reasons, you must notify your supervisor as soon as possible, but not later than the start of your shift on each day of your absence unless you have already been granted an authorized medical leave. Additionally, at a minimum, you must call and report your absence to the Security Booth Operator, and teachers must also call the Sub line.

If you are absent for more than five (5) consecutive workdays, medical documentation from your health care provider will be required. The District reserves the right to require independent medical verification of an employee's inability to work, based on a medical exam by a physician chosen by and paid for by the District (Please refer to your CBA or individual contract for specific governing language). Additionally, a fitness for duty note from your health care provider will also be required before you will be permitted to return

to work. The District reserves its right, exercisable in its sole discretion, to require you to submit to a fitness for duty exam by a physician or health care provider of its choosing.

**Unexpected absences or tardiness:** An unexpected absence or tardiness is typically a non-medical absence that is the result of circumstances beyond your control, such as car trouble or emergency household repair (water heater).

Please consult with your supervisor or your Collective Bargaining Agreement, or the Teacher Handbook (as appropriate) regarding whom to call in the event of an unexpected absence. At a minimum, Instructional staff (teachers) must call and report their absence to the Security Booth Operator and must also call the Sub line.

Non-Instructional staff should contact their direct supervisor first and then the Security Booth Operator if they were unable to speak directly with their supervisor.

## **B. COMMUNITY RELATIONS: APPROPRIATE CONDUCT**

The success of the Blue Hills Regional Technical School District depends upon the quality of the relationships between the District, our employees, employees of our member towns, and our member communities as a whole. Others' impression of the Blue Hills Regional Technical School District and their interest and willingness to support our goals are greatly formed by the people who serve them. Regardless of your position, you are an ambassador of our District. The more goodwill you promote, the more the community will respect and appreciate you and the Blue Hills Regional Technical School District.

Some of our business is conducted off-site, at conferences, seminars, and the like. It is important to remember that, although some of these events may have a social element, it is absolutely imperative that you conduct yourself with the highest level of professionalism while representing the Blue Hills Regional Technical School District. Our community needs to have confidence in our ability to conduct our business in a professional manner. It is expected that you will conduct yourself accordingly and maintain a strictly professional business demeanor.

## **C. GUIDELINES FOR APPROPRIATE CONDUCT – GENERAL**

Types of behavior and conduct that the Blue Hills Regional Technical School District considers inappropriate and which could lead to disciplinary action, up to and including immediate termination of employment, include but are not limited to, the following:

- a. Falsifying employment or other Blue Hills Regional Technical School District records;
- b. Violating any of the Blue Hills Regional Technical School District's policies;
- c. Establishing a pattern of absenteeism or tardiness;
- d. Engaging in excessive, unnecessary, or unauthorized use of Blue Hills Regional Technical School District supplies or equipment, particularly for personal purposes;

- e. Removing from the premises, without proper authorization District property.
- f. Reporting to work intoxicated or under the influence of alcohol or non-prescribed drugs, or reporting to work in an impaired state due to alcohol or either non-prescribed and/or prescribed drugs;
- g. Illegally manufacturing, possessing, using, selling, distributing, or transporting drugs;
- h. Bringing or using alcoholic beverages on Blue Hills Regional Technical School District property;
- i. Fighting or using obscene, abusive, or threatening language or gestures;
- j. Stealing property from co-workers, students, parents, or the Blue Hills Regional Technical School District;
- k. Accepting any gift, gratuity, favor, entertainment, reward, or any other item of monetary value that might influence or appear to influence the judgment or conduct of the employee in the performance of his or her job, in excess of that allowed by law or regulation;
- l. Having firearms on Blue Hills Regional Technical School District premises or while on Blue Hills Regional Technical School District business;
- m. Disregarding safety or security regulations, including crisis plans;
- n. Engaging in insubordination or refusal to follow the lawful directions of a person with management responsibility;
- o. Failing to maintain the confidentiality of Blue Hills Regional Technical School District or student information;
- p. Interfering with the performance of other employees or participating in any interruption of work;
- q. Neglecting one's own job duties and responsibilities or refusing to perform work assigned;
- r. Compromising computer security by unauthorized copying of software or unauthorized use of District computer facilities;
- s. Violating intellectual property or copyright laws;
- t. Misappropriation of District funds or property.

Please remember that your conduct as a private citizen can affect your job. Information posted to a social networking site or blog can be accessed by students, parents, and co-workers and should reflect a high level of professionalism.

## **D. GUIDELINES FOR APPROPRIATE CONDUCT – STUDENT INTERACTION**

Teachers and other District staff working with students have greater responsibility in today's society. In order to maintain the respect and confidence of one's colleagues, of students, of parents and of members of the District community, staff members should strive for the highest possible degree of ethical conduct at all times. You are expected to model professional behavior, values and responsibilities, both in and out of school. Blue Hills Regional Technical School District expects all staff members to observe appropriate boundaries when interacting with students, such as, but not limited to:

- a. All staff members are encouraged to form positive, professional relationships with students that are appropriate to their school roles.
- b. Staff should treat all students fairly and avoid situations that appear to show favoritism for an individual or selected group of students.
- c. All student communication should be conducted face-to-face, or through District e-mail accounts, District-sponsored on-line learning management systems or District web pages. It is inappropriate to communicate with students via personal e-mail or cell phone, text messages, IM, blogs, or social networking accounts or sites, except in an emergency or other previously approved situation, as described in the District's Acceptable Use Policy. (See Acceptable Use Policy)
- d. Within school, staff members should avoid meeting with individual students in locations that are not ordinarily and routinely accessible by other students and staff.
- e. Staff should not transport individual students in their personal vehicles, except as pre-approved for transport to and from school-sanctioned events.
- f. Employees are expected to use caution with self-disclosure about their personal life.

It is everyone's job to address or report behavior that we reasonably believe does not adhere to these guidelines.

## **VII. COMPENSATION POLICIES**

### **A. COMPENSATION AND ANNUAL PAY ADJUSTMENTS**

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

Completed employment paperwork must be provided to the Business Office two weeks prior to a scheduled pay date in order to receive a paycheck.

Salary increases, including step increases, are governed by collective bargaining agreements for union employees, and in many cases (especially those employees with a non-union contract) are at the discretion of the Superintendent. Non-union employees are granted annual pay increases at the sole discretion of the Superintendent-Director and the Blue Hills Regional District School Committee.

## **B. PAY PERIOD**

Employees at the Blue Hills Regional Vocational Technical School 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 hours or more per week, depending upon the nature of the position, school and district needs and collective bargaining agreements. One's supervisor or department administrator will explain the work hours associated with a position in accordance with School policies and practices and answer any pertinent questions.

There is a Payroll Calendar published annually that reflects our 26 pay dates over the course of the fiscal year, currently scheduled on alternating WEDNESDAYs.

For full-time salaried employees, your salary is divided equally over these 26\* pay periods. For all others such as hourly, seasonal, part-time employees, you are paid based upon submitted time sheets reflecting the hours you actually work.

## **C. TIME SHEETS**

By law, we are obligated to keep accurate records of the time worked by all regular and temporary, full and part-time, non-exempt employees (Employment Classification is explained in Section B). This is done by time sheets. Your time sheet indicates when you started and finished work. Non-exempt employees are to record in and out for brief absences like a doctor or dentist appointment. Timesheets are submitted to the Finance Office with Supervisor signature the Wednesday preceding the last day of the pay period and/or in accordance with the payroll calendar. Falsifying your time sheet could lead to disciplinary action, up to and including immediate termination of employment.

## **D. OVERTIME**

The Blue Hills Regional Technical School District observes all legal and contractual requirements to pay overtime to those non-exempt employees who are suffered or permitted to work in excess of forty (40) hours in a given work week, or as required by collective bargaining agreement. Overtime work must be authorized in advance by your supervisor or building administrator, as appropriate. Unauthorized overtime work is strictly prohibited.

## **E. DEDUCTIONS FROM PAYCHECK (MANDATORY)**

The Blue Hills Regional Technical School District is required by law to make certain deductions from your paycheck. Among these are your federal, state, and local income taxes and your contribution to mandated retirement plans. These deductions will be itemized on your check stub. The amount of these deductions depends on your earnings and on the information you furnish on your W-4 form regarding the number of dependents/exemptions you claim during your enrollment process. Any change in name, address, telephone number, marital status, or number of exemptions must be reported to the Finance Office immediately, to ensure proper accounting for tax purposes.



Any other mandatory deductions to be made from your paycheck, such as court-ordered attachments, will be explained whenever the Blue Hills Regional Technical School District is ordered to make such deductions. Other deductions are detailed in the next section.

#### **F. DEDUCTIONS (VOLUNTARY) / DIRECT DEPOSIT (Mandatory as of 9/1/18)**

It may be possible for you to authorize the Blue Hills Regional Technical School District to make additional deductions from your paycheck, such as for medical/dental contributions, flexible spending accounts, and 403(b) or 457 contributions. As of September 1, 2018 all Blue Hills Employees will be required to use Direct Deposit for their paychecks. There is no charge to the employee for direct deposit. Employees will receive live checks for their first two (2) pay periods or until the direct deposit can be verified by our payroll company and the employees bank

#### **G. ERROR IN PAY**

Every effort is made to avoid errors in your paycheck. Employees are responsible for reviewing their pay checks in a timely manner for accuracy. If you believe an error has been made, tell the Finance Office immediately. The necessary steps will be taken to research the problem and to assure that any correction is made properly and promptly.

#### **H. PAYCHECK DISTRIBUTION & CASHING PROCEDURES**

Checks and direct deposit advisements are passed out by hand to all employees, or held for those who are out for the day. It is each employee's responsibility to pick up any held checks or advisements. In the event that your paycheck is lost or stolen, please notify the Finance Office immediately, and we will attempt to put a stop-payment notice on your check. If we are able to do so, you will be issued another check. Unfortunately, the Blue Hills Regional Technical School District is unable to take responsibility for lost or stolen paychecks; and if we are unable to stop payment on your check, you alone will be responsible for the loss and the cost of a replacement check, if applicable.

#### **I. PERFORMANCE**

Blue Hills Regional Technical School District endeavors to provide employees constant and consistent communication to ensure acceptable performance throughout the year. It is the District's policy to provide periodic evaluations of employee work performance for the purpose of the following (depending upon position):

1. Discussing with employee his/her general job performance and completion of assigned tasks;
2. Highlighting achievements or deficiencies for the purpose of recognition or improvement;
3. Identifying employee potential for additional responsibilities or promotion;
4. Establishing training needs; and
5. Providing a basis for compensation action recommendations.

Supervisors meet as needed with all employees to discuss goals and assessment. Annually or as contractually stipulated, you will be given a performance evaluation. Having your performance evaluated does not necessarily mean that you will be given a compensation increase. Compensation increases are given at the sole discretion of the District.

Although the District has a regularly scheduled performance feedback opportunity, you should never hesitate to schedule an appointment to discuss your performance with your supervisor at any time the need arises. Your supervisor is always happy to keep you informed on the status of your performance.

## **VIII. BENEFITS**

### **A. SUMMARY OF BENEFITS**

The following is a list of some of the benefits made available to eligible employees of the Blue Hills Regional Technical School District. You will be provided with a detailed list of all options as well as materials for your review. It is up to the employee to take the time to review and decide what is in the best interest(s) for his/her family.

### **B. ELIGIBILITY FOR BENEFITS**

Permanent full-time employees will enjoy all of the benefits set described in this Personnel Handbook. Some benefits can be pro-rated for permanent part-time employees, with the exception of insurance benefits. To be eligible for group insurance benefits, an employee must work 20 or more hours per week during the regular work week of permanent or temporary employment and must enroll within thirty (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.

### **C. HEALTH INSURANCE**

#### **1. PLAN OPTIONS**

The District currently offers group health insurance through the Commonwealth’s Group Insurance Commission (GIC).

District employees who qualify for medical coverage have the option of selecting from those plans offered by the District.

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.

As of fiscal year 2014, the District shall contribute 85% of the cost of all health insurance plans offered by the District.

Eligible employees may elect either individual or family coverage. Family coverage provides for spouses and/or dependents up to age 26 or for two years after they lose their dependent status.

An employee may change from individual to family coverage, or add additional members to the plan within thirty (30) days of a birth or adoption of a child or marriage (proper documentation will be required). The Business Office must be notified within thirty (30) days of such an event to effect a change in coverage outside of the open enrollment period, and provide documentation.

Pursuant through written notice to the Superintendent-Director, any employee, who retires under the terms of the Massachusetts Teacher's or Blue Hills Regional Technical School's Retirement Board, as well as his/her surviving spouse and dependent(s), as defined by the District's group health insurance plans, may continue as a member of those health insurance plans, to the extent as the member is otherwise eligible, provided written notice of the member's intended retirement is provided to the Superintendent-Director.

Any benefit employee who has retired under the terms of either the Massachusetts Teachers' Retirement Board or the Blue Hills Retirement Board upon reaching the age to be eligible for Medicare benefits shall be required to file for Medicare Parts A and B. The eligible employee then may select a Medicare "Supplement" offered by the GIC. A retiree who is not Medicare eligible may be entitled to a contribution by the District to his/her non-Medicare plan until such time that employee becomes Medicare eligible. As of fiscal year 2014, the District's contribution is 85%.

The District shall continue to make a health insurance premium contribution for the surviving spouse and dependent(s) of the retired employee. As of fiscal year 2014, this contribution is 85%. Should the surviving spouse remarry, the District's contribution shall cease. The remarried surviving spouse of the employee and his/her dependent(s) may continue as members of the District group health insurance plans and pay 100% of the cost.

To obtain further information about available health insurance options, contact the Assistant Superintendent at 781.828.5800 x336

## **2. HEALTH INSURANCE 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's group health insurance plan for up to eighteen months (36 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 or dental insurance premiums. For additional information about this option, please contact the Business Office.

#### **D. LIFE INSURANCE**

Upon hire benefit eligible employees are given an opportunity to enroll in the district's basic life insurance program. The enrollment window remains open for 30 days. After the close of the enrollment window employees are no longer eligible for the basic life insurance plan.

The district does offer other life insurance options. Interested employees should contact the Office of Business and Personnel.

#### **E. DENTAL INSURANCE**

Employees who work 20 or more hours per week are eligible for dental insurance benefits. New employees must enroll within thirty (30) calendar days from the date of hire. Any eligible employee may enroll during an open enrollment period.

Once an employee has elected dental insurance, he/she must remain enrolled in until the next open enrollment period. During the open enrollment period, employees may elect to remain enrolled or terminate their enrollment.

As of fiscal year 2015, the employee will contribute 100% of the cost of the dental plan offered by the District.

Eligible employees may elect either individual or family coverage. Family coverage provides for spouses and/or dependents up to age 26 or for two years after they lose their dependent status.

An employee may change from individual to family coverage, or add additional members to the plan within thirty (30) days of a birth or adoption of a child or marriage (proper documentation will be required). The Business Office must be notified within thirty (30) days of such an event to effect a change in coverage outside of the open enrollment period, and provide documentation.

Pursuant through written notice to the Superintendent-Director, any employee, who retires under the terms of the Massachusetts Teacher's or Blue Hills Regional Technical School's Retirement Board, as well as his/her surviving spouse and dependent(s), as defined by the District's group health insurance plans, may continue as a member of those health insurance plans, to the extent as the member is otherwise eligible, provided written notice of the member's intended retirement is provided to the Superintendent-Director.

#### **F. EMPLOYEE ASSISTANCE PROGRAM**

The Employee Assistance Program (EAP) provides you and your family with confidential professional assistance to help resolve issues that are affecting your life or your work. If you are facing family, financial, stress, substance abuse or any other personal problem don't hesitate to call the EAP. There is no cost to you, all calls are confidential and you can call 24 hours a day 7 days a week.

To reach a professional counselor for any of the following needs call toll free 1-800-666-5227 or 1-800-252-4555 or log on to [www.EducatorsEAP.com](http://www.EducatorsEAP.com). There is also a brochure available in the Finance Office and a small card you can place in your wallet for future reference:

*\*Counseling Benefits* - Help with personal issues from relationships to stress and substance abuse. When you call you will connect immediately with a counselor. Should you need referral to a local counselor we have more than 25,000 providers available to ensure one near you.

*\*Work/Life Benefits* - Assistance for other personal, financial and legal issues such as: debt restructuring, childcare, legal counseling, real estate and tenant/landlord concern, interpersonal skills with family

*\* Educator Resource Centers* - Online tools, links, and articles on hot-button issues, challenges and opportunities facing you and your students

*\*Information Resource Benefits* - Access a vast collection of self-help tools and articles

*\*Lifestyle Benefits* - Discounts and savings plans to help with fitness, smoking cessations, and retirement and college planning.

*\*Personal Development Benefits* - Help balancing your work, life and career. Visit EducatorsEAP.com for tutorials, exercises and worksheets.

*\*Wellness Benefits* - Information and resources to improve your overall wellness.

## **F. TAX SHELTERED ANNUITIES**

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

## **G. FLEXIBLE SPENDING ACCOUNTS**

For eligible employees you may opt to participate in Section 125/Cafeteria Plans. Blue Hills Regional Technical School offers Medical Flexible Spending (MFS) and Dependent Care Flexible Spending (DCFS) options. These plans allow employees to set aside pre-tax dollars for qualified uses that occur during the plan year. You may use a plan-issued debit card for MFS eligible claims. DCFS claims are submitted via reimbursement forms and/or via website.

You can contribute up to the designated amount but once submit the SRA (Salary Reduction Agreement) you may not change or discontinue your contributions during the plan year unless you have a qualifying event or change in family status. You should estimate your annual contribution carefully as any unused funds will be forfeited at the end of the plan year.

If you terminate participation in the plan year due to a qualifying event or termination of employment, you can only be reimbursed for expenses incurred prior to your termination in the plan OR through the end of the plan year, not to exceed the amount of funds in your account at the time of termination. In addition, if you do not incur and submit sufficient claims for reimbursement, the balance will be returned to your Blue Hills Regional Technical School.

Enrollment forms and written explanation of this process are handed out during the annual open enrollment process.

Employees with Flex Spending accounts will be offered COBRA for their Flex Spending account only if they have a positive unclaimed balance in the account upon termination. **Upon termination all Flex Spending privileges are canceled.** Employees must continue to make contributions to keep receiving the benefits of the plan and to keep their debit card active. In no case will the benefit be extended beyond the current plan year.

## **H. RETIREMENT PLANS**

### **1. 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 MTRB.

### **2. Blue Hills Retirement System**

Other full-time and part-time employees who work a minimum of 20 hours per week **must** participate in the Blue Hills Retirement System. Participation in the Plan begins on the first day of qualified employment. New employees will be enrolled in the Plan through the Finance Office.

## **I. WORKERS' 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, to the Business Manager. An Accident Report Form, available at the Nurse's office and from the Finance Office, and should be completed within 24 hours. Your failure to follow this procedure may result in the appropriate workers' compensation report not being filed in accordance with the law, which may consequently jeopardize your right to benefits in connection with the injury.

## **J. UNEMPLOYMENT INSURANCE**

The Blue Hills Regional Technical School District provides terminated employees with unemployment compensation insurance consistent with the statutory requirements of the Commonwealth of Massachusetts. This program is entirely financed by the

District. Unemployment compensation provides temporary income for those who have lost their jobs under certain conditions. In order to expedite the process in determining your eligibility for unemployment benefits you should notify your supervisor in writing your intent to vacate your position. For more information about unemployment compensation, or to apply for benefits, contact the local office of the Massachusetts Department of Unemployment Assistance.

## **K. SOCIAL SECURITY**

As a municipal employee, your earnings from this job are not covered under Social Security. When you retire, or if you become disabled, you may receive a pension based on earnings from this job, through the Blue Hills Retirement System, the Massachusetts Teachers Retirement System, or OBRA. If you do, and you are also entitled to a benefit from Social Security based on either your own work or the work of your spouse or former spouse, your pension may affect the amount of the Social Security benefit you receive.

## **L. PAID TIME OFF**

### **1. Bereavement/Funeral Leave**

This information is contained in your CBA or individual contract. Employees may be eligible for paid bereavement or funeral days pursuant to the provisions of their individual contract or Collective Bargaining Agreement, as appropriate.

### **2. Holidays**

The Blue Hills Regional Technical School District recognizes the following holidays:

|                             |                  |
|-----------------------------|------------------|
| New Years' Day              | Independence Day |
| Martin Luther King, Jr. Day | Labor Day        |
| Presidents' Day             | Columbus Day     |
| Patriots' Day               | Veterans' Day    |
| Memorial Day                | Thanksgiving Day |
| Good Friday                 | Christmas Day    |

Teachers and certain other staff who work on a school calendar basis do not receive paid holidays. Other employees may be eligible for paid holidays pursuant to the provisions of this Personnel Handbook or their applicable collective bargaining agreement or individual contract. In order to be eligible for a paid holiday, the holiday must fall within the employee's regular work week and on a day that the employee is regularly scheduled to work. Employees who are on unpaid leave of absence or are otherwise absent without pay are not eligible for paid holidays.

### **3. Personal Days**

Employees may be eligible for paid personal days pursuant to the provisions of their individual contract or collective bargaining agreement. Days are pro-rated on biannual or quarterly basis. Personal Days require 24 hours' notice to be

approved. (Check your CBA or individual contract for different approval timelines)

#### **4. Vacation**

Outlined in Employees may be eligible for paid vacation days pursuant to their individual contracts or collective bargaining agreement, as appropriate. For eligible employees, vacation time is accrued at the beginning of each fiscal year (July) for the upcoming year, but may be prorated and final wages assessed for any time taken and not earned, should the employee vacate their position before the end of the contract year. Vacation Days require 24 hours' notice to be approved. (Check your CBA or individual contract for different approval timelines)

#### **5. Sick Leave**

Employees may be eligible for paid sick time pursuant to their individual contract or a Collective Bargaining Agreement, as appropriate.

Note: Employees on unpaid leave are not eligible to earn sick time. Sick time officially accrues at the end of each month worked and only earned time may be used. The district may at its discretion allow an employee to use anticipated earned time rather than dock an employees' wages. However should the employee fail to earn the time before separation from the district the district may withhold from the employee's final payment the value of sick time taken but not earned.

Accrued and unused sick time has no cash value upon retirement, unless specifically provided otherwise in an individual contract or collective bargaining agreement.

Sick time may only be transferred to another employee through an authorized sick bank and according to the sick bank's guidelines.

#### **6. Jury Duty**

Employees are granted time off with pay to serve Jury Duty. Appropriate documentation must be provided to the Superintendent-Director's office for submittal to the Finance Office. The District will make up the difference between jury duty pay and regular salary, in any, for the period of jury service. All employees are requested to ask for a postponement of jury duty to a school vacation period, so as not to interfere with the educational process.

The district expects that employees will return to their job if they are excused from jury duty during the employee's regular working hours.



## M. OTHER LEAVES OF ABSENCE

### 1. Family and Medical Leave Act

The Family and Medical Leave Act of 1993 (FMLA) enables eligible employees to take up to twelve (12) weeks of *unpaid*, job-protected leave during a calendar year. To receive pay during this leave, you may elect to use accrued vacation time or sick time (if applicable). *Any paid time taken will still be counted toward FMLA leave.* To be eligible for FMLA leave, an employee must have been employed with the Blue Hills Regional Technical School District for twelve months (not necessarily consecutively) and worked at least 1,250 hours during the twelve months preceding the beginning date of the FMLA leave.

FMLA leave may be granted for the following reasons:

1. Birth and care of the employee's child or placement for adoption or foster care of a child with the employee;
2. To care for an immediate family member (spouse, child, parent) who has a serious health condition;
3. For the employee's own serious health condition; or
4. Any qualifying exigency arising out of the fact that the spouse, son, daughter, or parent of the employee is on active duty, or has been notified of an impending call to active duty status, in support of a contingency operation.
5. The district's FMLA plan year is 12 months from the first day of leave in any year.

Additionally, an eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member who is recovering from a serious illness or injury sustained in the line of duty on active duty is entitled to up to 26 weeks of leave in a single 12-month period to care for the service member.

District-paid benefits, such as Health, Life, and Long-Term Disability insurance coverage will continue during this leave. Any voluntary Health or Life benefits will also continue during this leave. *The employee will be responsible for paying the share of the premiums that he/she normally pays when he/she is working.* Premium payments should be sent to the District's Finance Office, as specified by the District. If payments are in default, a certified letter will be sent, notifying the employee that the benefits will be cancelled on the last day of the covered month, unless payment in full is received by the last day of the month. Continuation of the aforementioned benefits is specifically conditioned upon the employee returning to work following the expiration of the leave period. In the event that the employee does not return to work as scheduled, the employee shall be liable for reimbursement of the employer's portion of the premium on Group Health, Life, and LTD paid on behalf of the employee during the leave period and the District will take all action necessary to recover same. All other benefits are suspended during unpaid leave (paid holidays, vacation accumulation) and will resume upon the employee's return to work.

Employees interested in applying for FMLA leave must contact the district's Business Office and obtain the proper FMLA leave request forms. No FMLA leave will be awarded until the application process is completed and approved. FMLA may be retroactively awarded back to the date the employee initially requested the leave with the Business Office.

## **2. Massachusetts Maternity (Parental) Leave Act**

Upon completion of three months of full time service or the equivalent to a maximum of six months, both male and female employees shall be entitled to eight weeks of unpaid parental leave for birth or adoption pursuant to the expanded Massachusetts Maternity Leave Act (M.G.L. Ch. 149, Section 105D, also referred herein as "MMLA").

Paid sick leave benefits, if available, may be used for the period of actual disability. The employee may be required to submit a doctor's note certifying the period of disability. MMLA leave will be considered to also qualify as FMLA leave, and will run concurrently.

## **3. The Pregnant Workers Fairness Act**

The Pregnant Workers Fairness Act 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.

Under the Act:

- Upon request for an accommodation, the employer has an obligation to communicate with the employee in order to determine a reasonable accommodation for the pregnancy or pregnancy-related condition. This is called an "interactive process," and it must be done in good faith. A reasonable accommodation is a modification or adjustment that allows the employee or job applicant to perform the essential functions of the job while pregnant or experiencing a pregnancy-related condition, without undue hardship to the employer.
- An employer must accommodate conditions related to pregnancy, including post-pregnancy conditions such as the need to express breast milk for a nursing child, unless doing so would pose an undue hardship on the employer. "Undue hardship" means that providing the accommodation would cause the employer significant difficulty or expense.

- An employer cannot require a pregnant employee to accept a particular accommodation, or to begin disability or parental leave if another reasonable accommodation would enable the employee to perform the essential functions of the job without undue hardship to the employer. • An employer cannot refuse to hire a pregnant job applicant or applicant with a pregnancy-related condition, because of the pregnancy or the pregnancy-related condition, if an applicant is capable of performing the essential functions of the position with a reasonable accommodation. • An employer cannot deny an employment opportunity or take adverse action against an employee because of the employee's request for or use of a reasonable accommodation for a pregnancy or pregnancy-related condition.
- An employer cannot require medical documentation about the need for an accommodation if the accommodation requested is for: (i) more frequent restroom, food or water breaks; (ii) seating; (iii) limits on lifting no more than 20 pounds; and (iv) private, non-bathroom space for expressing breast milk. An employer, may, however, request medical documentation for other accommodations.
- Employers must provide written notice to employees of the right to be free from discrimination due to pregnancy or a condition related to pregnancy, including the right to reasonable accommodations for conditions related to pregnancy, in a handbook, pamphlet, or other means of notice no later than April 1, 2018.
- Employers must also provide written notice of employees' rights under the Act: (1) to new employees at or prior to the start of employment; and (2) to an employee who notifies the employer of a pregnancy or a pregnancy-related condition, no more than 10 days after such notification. The foregoing is a synopsis of the requirements under the Act, and both employees and employers are encouraged to read the full text of the law available on the General Court's website here: <https://malegislature.gov/Laws/SessionLaws/Acts/2017/Chapter54>.

If you believe you have been discriminated against on the basis of pregnancy or a pregnancy-related condition, you may file a formal complaint with the MCAD. You may also have the right to file a complaint with the Equal Employment Opportunity Commission if the conduct violates the Pregnancy Discrimination Act, which amended Title VII of the Civil Rights Act of 1964. Both agencies require the formal complaint to be filed within 300 days of the discriminatory act.

#### **4. Small Necessities Leave Act**

In addition to the Federal FMLA law, above, and in accordance with the law of the Commonwealth of Massachusetts (Small Necessities Leave Act), eligible Massachusetts employees are entitled to an additional total of twenty-four (24) hours of *unpaid* leave during a twelve-month period. To be eligible for leave under the Small Necessities Leave Act, an employee must have been employed with the Blue Hills Regional School District for twelve months (not necessarily

consecutively) and worked at least 1,250 hours during the twelve months preceding the beginning date of the leave. SNLA leave may be granted for the following:

1. To participate in school activities directly related to the educational advancement of a son or daughter of the employee, such as parent-teacher conferences or interviewing for a new school;
2. To accompany the son or daughter of the employee to routine medical or dental appointments, such as check-ups or vaccinations; and
3. To accompany an elderly relative of the employee to routine medical or dental appointments or appointments for other professional services related to the elder's care, such as interviewing at nursing or group homes.

If the necessity for leave under this Act is foreseeable, we ask that you provide us with not less than seven days' notice before the date the leave is to begin. If the necessity for leave is not foreseeable, we ask that you provide such notice as is practicable. Requests for SNLA-qualifying leave should be made to your immediate supervisor. To receive pay for leave under the SNLA, you may voluntarily elect to use personal leave or vacation leave, as is applicable. *Any paid time taken will still be counted toward SNLA leave.*

## **5. Domestic Violence Victim Leave**

Under the Act Relative to Domestic Violence, public and private employers with more than 50 employees must allow workers affected by domestic violence to take up to 15 days of leave in any 12-month period in order to attend to circumstances closely related to the abusive behavior under the law (MA Gen. Laws Ch. 6 Sec. 116A et seq.)

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

Except in cases of imminent danger to the health or safety of an employee, an employee seeking leave from work under this section must provide appropriate advance notice of the leave to the employer as required by the employer's leave policy.

An employer can request that an employee provide documentation evidencing that the employee or employee's family member has been a victim of abusive behavior and that the leave is taken under the Law. An employee must provide such

documentation to the employer within a reasonable period after the employer requests documentation relative to the employee's absence. However, an employer cannot require the employee to show evidence of an arrest, conviction or other law enforcement documentation for such abusive behavior. An employee can satisfy the request for required documentation by providing any one of the following documents to the employer: (1) A protective order (2) A document under the letterhead of the court, provider or public agency (3) A police report or statement of a victim or witness provided to police, (4) Documentation that the perpetrator of the abusive behavior against the employee or family member of the employee has: admitted to sufficient facts to support a finding of guilt of abusive behavior (5) Medical documentation of treatment as a result of the abusive behavior (6) A sworn statement, signed under the penalties of perjury, provided by a counselor, social worker, health care worker, member of the clergy, shelter worker, legal advocate or other professional who has assisted the employee or the employee's family member in addressing the effects of the abusive behavior. (7) A sworn statement, signed under the penalties of perjury, from the employee attesting that the employee has been the victim of abusive behavior or is the family member of a victim of abusive behavior.

## **6. Military Leave**

Leaves of absence without pay for military or Reserve duty are granted to all employees. If you are called to active military duty or to Reserve or National Guard training, or if you volunteer for the same, you should notify your supervisor and submit copies of your military orders as soon as it is practicable. You will be granted a military leave of absence without pay for the period of military service, in accordance with applicable federal and state laws. If you are a reservist or a member of the National Guard, you are granted time off without pay for required military training. Your eligibility for reinstatement after your military duty or training is completed is determined in accordance with applicable federal and state laws.

## **7. Leave Without Pay**

Employees who have exhausted all of their sick leave and call in sick will not be paid for the day. And where vacation and personal days require a minimum of 24 hours notice and prior approval, employees may not be allowed to substitute personal or vacation leave for sick leave when calling in sick on the day of the absence.

Employees whom have exhausted all of their paid leave may request leave without pay in advance.

Employees must get the approval of their direct supervisor (and the principal for all instructional program staff) for all unpaid leave request of less than (3) three days in length and must get the superintendent's final approval for all leave without pay requests greater than (3) three days in length.

Employees who are on unpaid leave are still required to pay their portion of their benefit costs should any pay owed to them be insufficient to cover those costs.

District-paid benefits, such as Health, Life, and Long-Term Disability insurance coverage may continue during this leave. Any voluntary Health or Life benefits may also continue during this leave. *Provided the employee pays his/her share of the premiums that he/she normally pays when he/she is working.*

Premium payments should be sent to the District's Finance Office, as specified by the District. If payments are in default, a certified letter will be sent, notifying the employee that the benefits will be cancelled on the last day of the covered month, unless payment in full is received by the last day of the month. Continuation of the aforementioned benefits is specifically conditioned upon the employee returning to work following the expiration of the leave period. In the event that the employee does not return to work as scheduled, the employee shall be liable for reimbursement of the employer's portion of the any benefit premium, paid on behalf of the employee during the leave period and the District will take all action necessary to recover same.

All other benefits are suspended during unpaid leave (paid holidays, sick leave accumulation, and vacation accumulation) and will resume upon the employee's return to work.

## **IX. UNDERSTANDING BY EMPLOYEE**

I understand that the information in the Blue Hills Regional Technical School District Personnel Handbook represents guidelines only and that the Blue Hills Regional Technical School District reserves the right:

1. To modify this Handbook; and
2. To amend or terminate any policies, procedures, or employee benefit programs whether or not described in this Handbook at any time, unless provided by contract, collective bargaining agreement, or statute.

As many of our employees are represented by a collective bargaining unit, or are working under an individual contract, I understand that the policies in this Handbook apply to those employees, *except as provided by collective bargaining agreement, or individual contract*. If covered by an individual contract or collective bargaining agreement, I understand that I should consult the terms of my applicable agreement.

I also understand that any changes made by the Blue Hills Regional Technical School District with respect to its policies, procedures, or programs can supersede, modify, or eliminate any of the policies, procedures, or programs outlined in this Handbook, except as provided by contract, collective bargaining agreement, or statute. I accept responsibility for familiarizing myself with the information in this Handbook and will seek verification or clarification of its terms or guidance where necessary.

Furthermore, I acknowledge that this Handbook is neither a contract of employment nor a legal document and nothing in the Handbook creates an express or implied contract of employment, or a guarantee of employment for any specific duration between the Blue Hills Regional Technical School District and me, and that I should not view it as such. I understand that I should consult my supervisor or the Superintendent-Director if I have any questions that are not answered in this Handbook.

I also understand that no administrator or representative of the Blue Hills Regional Technical School District, other than the Superintendent-Director, has any authority to enter into any agreement guaranteeing employment for any specified period of time. I understand that any such agreement, if made, shall not be enforceable unless it is a formal written agreement signed by both the previously mentioned Blue Hills Regional Technical School District representative and me.

**EMPLOYEES SHOULD LOG INTO THE TRAINING PORTAL TO ACKNOWLEDGE THEIR RECEIPT OF THIS HANDBOOK**