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SCHOOL DISTRICT LEGAL STATUS

The legal basis for public education in the District is vested in the will of the people as expressed in the Constitution of Massachusetts and state statutes pertaining to education.

This district came into being in 1953 by virtue of the enactment of Chapter 422 of the Acts of 1953 validating the partnership of the towns of Egremont, Monterey, New Marlborough, and Sheffield for the purpose of conducting public education. Chapter 282 of the Acts of 1954 validated the admission of the Town of Alford to the district.

Under the terms of the regional agreement, the regional school district assumes responsibility for public education in the five member towns. (The regional agreement is included in its entirety as an exhibit following immediately in this manual.)

Established through statute.

Approved for inclusion: date of manual adoption

LEGAL REFS.: Constitution of Massachusetts, Part II, Chapter V, Section II
Massachusetts General Laws, Chapter 71

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

SOURCE: Southern Berkshire

RESTATEMENT OF
REGIONAL AGREEMENT
ESTABLISHING THE
SOUTHERN BERKSHIRE REGIONAL SCHOOL DISTRICT

ESTABLISHED MAY 28, 1953

AMENDMENTS:

- April 6, 1954 Town of Alford enters. Amends sections 1 and 2.
- Acts of 1973
(Ch. 1025) Date of annual organizational meeting of the School Committee thereby changed.
Amends sections 2(c) and 8(a). School Committee adopts new organization meeting date as of August 21, 1975. School Committee adopts new budget schedule as of January 24, 1974, adding section 8(b) for this purpose.
- May, 1975 Operation of elementary schools in the several member towns. Amends section 3(a). Amendment of the original 3(a) adopted by School Committee April 4, 1974 and voted by the member towns in May, 1974 is further amended by School Committee action of March 13, 1975 for purpose of clarifying the language of this amendment. Member towns ratify this in annual elections of 1975.
- May, 1995 Date of Official Enrollment Count Changed to October 1. Amends Section 4(e) by providing that the District's official enrollment count be October 1, changing the date from the previously existing January 1. Amendment adopted by School Committee September 1, 1994 and voted by member towns at annual town meetings in May of 1995.
- June 8, 1998 Method of Selecting School Committee Members Changed to Appointive Process: Amends Section 2 to provide that School Committee members be appointed by their respective town select boards. (Per United States District Court, District of Massachusetts, Judgment, Case #96-30115-MAP)
- May, 2001 Towns Vote to Calculate Each Member Town's Operating Budget Contribution based on a Rolling Average of total pupil enrollment (per ballot, attached). Agreement effective FY'03 through FY'11¹

¹ Amendment voted at May, 2001 Annual Member Town Meetings:

To see if the Town will vote pursuant to M.G.L. c. 71, §16B as amended by St.1996, c.151, §220, to calculate the Town's and each member town's contributions to the operating budget of the Southern Berkshire Regional School District (hereinafter "District") for fiscal years beginning July 1, 2002, through June 30, 2011 (hereinafter "Second

May, 2008 Method of Selecting School Committee Members Changed to Elective Process:
Amends Section 2, “The Committee”, to provide that School Committee members be selected through District-wide elections, with residency requirements.

May, 2009 Towns vote to calculate each Member Town’s portion of the operating assessments on a basis of 50% statutory and 50% alternative (per the 2001 amendment) for FY 2010, and 75% statutory and 25% alternative for FY 2011.²
File: AA-E

Interim Period”) as a percentage of the operating budget for the District calculated as an average of total pupil enrollment for the Town and each member town of the District for prior years, as set forth below. Said local contribution for the Town and each member town of the District shall be recalculated annually during each year of the Second Interim Period on the basis of October 1 school census counts for preceding years as follows:

- FY’03 – Oct. 1 census counts of 1997, 1998, 1999, 2000, 2001
- FY’04 – Oct. 1 census counts of 1997, 1998, 1999, 2000, 2001, 2002
- FY’05 – Oct. 1 census counts of 1997, 1998, 1999, 2000, 2001, 2002, 2003
- FY’06 – Oct. 1 census counts of 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004
- FY’07 – Oct. 1 census counts of 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005
- FY’08 – Oct. 1 census counts of 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006
- FY’09 – Oct. 1 census counts of 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007
- FY’10 – Oct. 1 census counts of 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008
- FY’11 – Oct. 1 census counts of 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009

And;

A) to approve and authorize the provisions of an Agreement by and between the Towns of Alford, Egremont, Monterey, New Marlborough and Sheffield, by and through their Boards of Selectmen, and the Southern Berkshire Regional School District, by and through its District Committee, dated April 5, 2001 which provides:

1.) that the Town and the other member towns of the District will employ their best efforts to reach agreement on the methodology for calculating the District’s operational budget assessments of the towns for the fiscal years beginning July 1, 2011 and that the Town, the other member towns of the District and the District agree that negotiations to reach such agreement will commence no later than fiscal year 2009.

² Amendment voted at May 2009 Annual Member Town Meetings:

“To see if the town will vote to suspend the current “Alternative Method” used to calculate each member town’s contributions to the operating and transportation budget of the Southern Berkshire Regional School District, (hereinafter “District”), for fiscal year 2010 and 2011 by amending the SBRSD Regional Agreement by inserting the following at the end of the May, 2001 amendment for calculating each member town’s contributions to the operating and transportation budget of the District effective FY 2003 through FY 2011:

“For Fiscal Year 2010, the operating and transportation budget of the District will be allocated to each member town by the following formula: the sum of 50% of assessment calculated through the Alternative Method and 50% of assessment calculated through the Statutory Method. For Fiscal Year 2011, the operating and transportation budget will be allocated to each member town by the following formula: the sum of 25% of assessment calculated through the Alternative Method and 75% of assessment calculated through the Statutory Method.”

May –
December, 2010 Towns vote on Restatement of Regional Agreement to be effective July 1, 2011 :
 May 1 – Monterey votes approval
 May 3 – Sheffield votes approval
 May 11 – Alford votes approval
 November 6 – Egremont votes approval
 December 6 – New Marlborough votes approval

Jan. 24, 2011 Commissioner of MA Department of Elementary and Secondary Education issues approval of Restatement of Regional Agreement

May, 2012 Towns approve amendment to Article IV, subparagraph “h” , agreeing to pay operating and transportation costs on the 15th day of August, November, February and May.

**RESTATEMENT OF REGIONAL AGREEMENT
OF THE SOUTHERN BERKSHIRE REGIONAL SCHOOL DISTRICT**

This first Restatement of the Regional Agreement of the Southern Berkshire Regional School District established May 28, 1953 is made effective as of July 1, 2011 (hereinafter, the “Restatement” or the “Agreement”). This Restatement is made pursuant to Section 7 of the original Regional Agreement, as previously amended, by restating said Regional Agreement in its entirety, incorporating herein the original Regional Agreement and any and all amendments thereto up to and including this Restatement. The provisions of this Restatement supersede any contrary or inconsistent provisions of the original Agreement and any contrary or inconsistent provisions of any amendments prior to this Restatement.

1. THE DISTRICT.

In 1953, a regional school district (hereinafter the “District”) was established and continues to exist under the provisions of Sections 14 and 15 of Chapter 71 of the Massachusetts General Laws (“MGL”) and any amendments thereto. The District currently includes the Towns of Alford, Egremont, Monterey, New Marlborough and Sheffield (hereinafter the “Member Towns”). The District is a body politic and corporate with all the powers and duties conferred by its regional agreement, as that agreement may be amended from time to time, and by law, and with such other powers and duties as may hereafter be conferred upon the District by law and by the Member Towns by amendment of this Agreement or otherwise.

2. THE COMMITTEE.

The powers and duties of the District shall be exercised by and vested in a regional district school committee, (hereinafter the “Committee”). The Committee shall consist of 10 members with residency requirements as follows: one from Alford, two from Egremont, one from Monterey, two from New Marlborough and four from Sheffield.

- a. Pursuant to MGL c 71 § 14E, members of the Committee shall be elected in biennial state elections by way of district-wide elections with residency requirements, which will result in the required number of members who are residents of the appropriate town serving for a term of four years and thereafter until their respective successors have been duly elected and qualified. For the purposes of arrangement on the ballot, offices having the same residency requirement shall appear on the ballot distinct from offices having different residency requirements, provided always that there shall appear on the ballot appropriate instruction to the effect, ‘you may vote for every position on the Southern Berkshire Regional School District Committee, regardless of where you live in the District.’ As used in this Agreement, a person shall be deemed to be a “resident” and/or to meet the “residency” requirement for a particular Member Town only if such person is properly registered to vote in the respective Member Town.
- b. In order to achieve a staggering of Committee member terms, at the November 2012 biennial election, two residents of Sheffield, one resident of Egremont, one resident of New Marlborough and one resident of Alford shall each be elected to serve a two year term as Committee member, and two residents of Sheffield, one resident of Egremont, one resident of Monterey and one resident of New Marlborough shall each be elected to serve a four year term. In the event that no resident of a particular Member Town runs for the two year term of office, the candidates for the four year term from that Member Town who were not elected to the four year term but received the next highest number of votes shall serve the two year term of office. (For example, the two Sheffield residents receiving the greatest number of votes in the 2012 election shall each serve a

four year term, and the two Sheffield residents receiving the third and fourth greatest number of votes in that election shall each serve a two year term.) Except as otherwise provided in subparagraph (d) of this section, with respect to vacancies, at all subsequent biennial elections, all terms shall be four years.

- c) As and when necessary, each Member Town shall establish an appointive authority made up of locally elected officials designated by such Member Town, such appointive authority to include, among other locally elected officials, the then-serving Committee members residing in such Member Town (hereinafter the “Appointive Authority”).
- d) If any Committee member’s position shall become vacant before his or her term of office has expired, the Appointive Authority for the Member Town so affected shall appoint a resident of such Member Town to serve as a Committee member until the next biennial state election (and thereafter until his or her respective successor has been duly elected and qualified) at which election a successor shall be elected to serve the balance of the unexpired term, if any.
- e) Promptly after the election results are finalized and certified and the elected member has been duly qualified, newly elected members of the Committee shall be sworn to the faithful discharge of their duties by the Town Clerk of the town in which they reside and a record of such oath shall be made and kept by the Town Clerk and a copy thereof delivered to the Secretary of the Committee. Members who have been appointed to fill a vacancy shall be sworn to the faithful discharge of their duties by the Town Clerk of the town in which they reside and a record of such oath shall be made and kept by the Town Clerk and a copy thereof delivered to the Secretary of the Committee.
- f) In the event that any Committee member removes from or is no longer qualified to register to vote in the particular Member Town for which he or she was elected as a Committee member, such Committee member shall be deemed to have resigned his or her position as a Committee member effective on the date of such removal. The Committee member shall immediately inform the School Committee Chair and the Town Clerk of the particular Member Town of his/her removal.

3. THE DISTRICT SCHOOLS.

The District shall provide suitable school facilities for students of all the Member Towns and shall assume all expenses of operation and maintenance of such schools. The Committee shall determine the location, structure, and physical plants of all schools and school facilities. No action shall be taken on any proposal to open any new school or close any existing school (hereinafter any “Proposed School Action”) except upon the affirmative vote of at least seven (7) members of the Committee. At least forty-five days prior to any vote of the Committee on any Proposed School Action, the Committee shall provide notice to all Member Towns stating the nature of the Proposed School Action and the times, dates and places of public hearings to be held thereon. Two separate public hearings shall be held

regarding any Proposed School Action; such public hearings shall be held at least seven (7) days apart and both of such hearings shall be held at least fourteen (14) days prior to any vote of the Committee on the Proposed School Action. At least one of such public hearings shall be held in the Member Town in which the subject school is or would be located. Additional public hearings may be scheduled and held in the discretion of the Committee. Upon the request of any Board of Selectmen of any Member Town, the Committee shall arrange to meet with such Board prior to the Committee's vote on the Proposed School Action. No vote of the Committee to open any new school or close any existing school shall be effective unless such vote is ratified by majority vote of town meeting in at least four-fifths of the Member Towns.

4. APPORTIONMENT OF COSTS.

For the purpose of apportionment among Member Towns of the district, costs shall be classified as capital costs, operating costs, and transportation costs. (For purposes herein, costs apportioned among and assessed to the Member Towns shall not include any costs paid by third party sources.)

- a. Capital costs shall include cost of site, construction, laying out playgrounds and athletic fields, original grading, original equipment, and other costs incurred to put a new school plant into operation. Capital costs shall also include interest on indebtedness incurred to meet these outlays and the expense incident to the preparation, issuing, and marketing of bonds and other obligations. All subsequent improvements to the school plant which would be capitalized according to generally accepted accounting practices shall be treated as capital costs.
- b. For Fiscal Year 2013 (July 1 through June 30) and each Fiscal Year thereafter, each Member Town's respective share of the annual capital costs shall be calculated as follows: each Member Town's respective share of the annual capital costs shall be calculated by multiplying total capital costs by the percentage that such Member Town's Required Minimum Contribution bears to the District's Required District Contribution for the applicable fiscal year. The Required Minimum Contributions for the Member Towns and the Required District Contribution for the District shall be the "required local contribution" and the "required district contribution" respectively as those terms are defined and determined by the Department of Elementary and Secondary Education (hereinafter the "DESE") in accordance with the Education Reform Act and its implementing regulations, as such statute and regulations may be amended from time to time. Each such Member Town's respective percentage in any applicable year is hereinafter referred to as the "Applicable Percentage."
- c. The payments of respective shares of said capital costs of each of the Member Towns for each year shall be paid in two equal installments made by the respective town treasurers by checks payable to the District and delivered to the District not later than August 15th and March 15th of each fiscal year. In the event a different payment schedule is required in order to allow the District to meet its payment obligations under any bond issues or other financing facilities for capital costs ("Indebtedness Payment"), each Member Town shall make such payments of its respective share of said Indebtedness Payment no later than 15 days preceding the date on which such obligation is so payable by the District.

- d. Operating costs shall include all estimated expenses of the District except capital and transportation costs, including but not limited to salaries, administration expenses, wages, textbooks, supplies, additions to current equipment, repairs, maintenance and interest on temporary notes issued in anticipation of revenue to be earned by the District.
- e. For Fiscal Year 2013 and each Fiscal Year thereafter, each Member Town's share of the total operating costs of the District schools in any fiscal year shall be calculated by multiplying the total operating budget by the Member Town's respective Applicable Percentage.
- f. The District shall arrange for necessary transportation for pupils from all member towns attending the Regional District schools under provisions of applicable MGL and special acts.
- g. For Fiscal Year 2013 and each Fiscal Year thereafter, each Member Town's share of the total transportation costs shall be calculated by multiplying the total transportation costs by the Member Town's respective Applicable Percentage.
- h. Each Member Town shall make payment for its respective share of the District's estimated annual operating and transportation costs upon certification by the District treasurer as specified in section 8(b) below, such payment to be made by the respective town treasurer in four equal installments on the fifteenth day of March, May, August and November, by check payable to the District.
- i. Notwithstanding anything to the contrary herein, for the fiscal year 7/1/2011 through 6/30/2012 (hereinafter the "Transition Year") the Member Town's respective shares of capital, operating and transportation costs shall be as provided on Schedule 1.
- j. The Member Towns have agreed to the method of apportionment described in (a) – (i) above on the basis of a formula used by the DESE to calculate required local contributions that takes into account the Member Town's relative (i) income wealth, (ii) student population, and (iii) property wealth (subparagraphs (i)-(iii) hereinafter "Formula Components"). Should the methodology of the DESE (or any other governmental authority that may become responsible for such calculations in the future) change so as to no longer include any one or more of the Formula Components, upon the request of the Board of Selectmen of any Member Town, representatives of the Member Towns shall meet to negotiate in good faith any adjustment to the method of apportionment set forth herein as such Member Town may believe would be equitable. At the request of any Member Town, such negotiations shall continue for up to six months, or longer upon the unanimous agreement of the Boards of Selectmen of all Member Towns, and amending this Agreement, as put forth herein.

5. WITHDRAWAL FROM THE DISTRICT.

Any Member Town may petition to withdraw from the District under terms stipulated in a proposal to withdraw provided (1) that the town petitioning to withdraw (hereinafter the “Withdrawing Town”) has paid over to the District any and all operating costs for which it became liable as a member of the District, and (2) that the Withdrawing Town shall remain liable to the District for its share of the indebtedness of the District outstanding at the time of such withdrawal (including, without limitation, any bond indebtedness), and for the interest thereon, to the same extent and in the same manner as though the Withdrawing Town had not withdrawn from the District, except that such liability shall be reduced by any amount that such Withdrawing Town has paid over at the time of withdrawal and that has been applied to the payment of such indebtedness or interest.

- a. Any Withdrawing Town shall cease to be a Member Town only upon the occurrence of all three of the following events: i) the Withdrawing Town’s proposal to withdraw is approved by a majority of the Committee members from the remaining Member Towns pursuant to a vote at a meeting of the Committee duly called for the purpose of taking such a vote; ii) the Withdrawing Town’s proposal to withdraw is approved by the Withdrawing Town in the following manner: by placing such proposal to withdraw before the voters at an annual or special town meeting of the Withdrawing Town , such vote to be taken by printed ballot only, and such proposal to withdraw being approved by a majority of the votes cast thereon, and iii) the Withdrawing Town’s proposal to withdraw is approved by the Commissioner of the DESE (or such other governmental authority as may have authority to approve such withdrawal) no later than December 31 of the year preceding the proposed withdrawal. Any such withdrawal will be effective only as of July 1 of a given fiscal year.
- b. Money received by the District from the withdrawing town for payment of funded indebtedness or interest thereon shall be used for such purposes only.

6. ADMISSION OF OTHER TOWNS.

Any town may petition by majority vote at an annual or special town meeting or by a petition bearing the signatures of a majority of the registered voters of the petitioning town, to become a member town in the District under terms stipulated in a proposed amendment to this Agreement. Such proposed amendment shall include provisions stating the number of members of the Committee who shall be residents of such petitioning town and shall further provide a mechanism, such as appointment by an Appointive Authority as described in Section 2(c), for designating the persons who initially shall serve as members of the Committee as residents of such petitioning town, with their successors to be elected at the biennial state election next following the July 1 date on which such petitioning town’s admission shall become effective hereunder. Any such petitioning town shall become a Member Town if all of the following conditions are met: i) the proposed amendment is approved by and accepted by the DESE (or such other governmental authority as may have authority to approve such admission), the petitioning

town and each Member Town, ii) the petitioning town shall vote to accept this Agreement and all amendments thereto, and iii) the Commissioner of the DESE (or such other governmental authority as may have authority) shall approve the addition of petitioning town no later than December 31 of the year preceding the date such proposed admission is to become effective. Approval and acceptance by the Committee shall be by a majority vote of the full membership. Approval and acceptance by the petitioning town and by the Member Towns shall be by majority vote at an annual or special town meeting in the manner provided in section 7 (b). Any such admission shall be effective only as of July 1 of a given fiscal year. Once a petitioning town has obtained all requisite approvals and acceptances, it shall be deemed a Member Town hereunder and shall share in District costs according to the provisions of section 4 above.

7. AMENDMENTS.

Except in matters relating to the payment or provision for payment of all bonded obligations of the District as provided for in section 4, this Agreement may be amended from time to time by the following procedure:

- a. A proposal for amendment (except proposals for amendment providing for the withdrawal or addition of a member which are governed as provided in Sections 5 and 6 of this Agreement) may be initiated by a signed petition bearing the signatures of 20 percent of the registered voters of any Member Town or by a signed petition bearing the signatures of 200 registered voters of the District; any such petition shall contain, at the end thereof, a statement by the qualified town clerk or clerks that such names as have been placed thereon are the names of registered voters and that the signatures appear to be genuine. In the alternative, an amendment may be initiated by a majority vote of all of the members of the Committee.
- b. Said proposal for amendment shall be presented to the secretary of the Committee who shall, within one week of receiving said proposal, notify the Board of Selectmen of each of the Member Towns that said proposal for amendment to this Agreement has been received and shall enclose a copy of such proposal. Said Boards shall include said proposal as an article in the warrant for their next annual or a special town meeting and shall direct their respective town clerks to place the proposal upon a printed ballot for consideration at such next annual or special town meeting. Said amendment shall be adopted thereby and made a part of this Agreement only upon its acceptance by each of the Member Towns, acceptance by each Member Town to be by a majority vote at its respective town meeting, to approve the amendment, and acceptance by the DESE.

8. THE BUDGET.

Annually, the Committee shall prepare a tentative operating budget for the ensuing fiscal year. Said tentative budget shall be posted in the town hall of each Member Town, shall be published at least once in a newspaper in general circulation in the District and copies shall be mailed to the chairman of the Board of Selectmen and the chairman of the Finance Committee in each Member Town. Said tentative

budget shall contain a notice stating when and where a public hearing will be held thereon. Said hearing shall be held at least five (5) days prior to adoption of the budget. Upon request of the finance committee of any Member Town, the Committee shall arrange to meet with said finance committee for the purpose of discussing the aforementioned tentative budget. Said budget shall be in reasonable detail showing generally accepted categories of expense in accordance with applicable law and regulation and generally accepted accounting standards.

- a. The costs and expenses of the District, as set forth in the budgets, shall be apportioned among the Member Towns in the manner set forth in section 4. .
- b. The Committee shall adopt such annual operating budget not later than 45 days prior to the earliest date on which the first business session of the annual town meeting of any Member Town is held, but not later than March 31st of any year, provided that such annual budget need not be adopted prior to February 1st of any year. The amounts of said annual budget so apportioned for each Member Town in the District shall be certified to the treasurers of such towns within 30 days from the date on which said annual budget is adopted.

9. THE ANNUAL REPORT.

The Committee shall submit an annual report to each of the Member Towns, containing a detailed financial statement, and a statement showing the method by which the annual charges assessed against each Member Town were computed, together with such additional information relating to the operation and maintenance of the District schools as may be deemed necessary by the Board of Selectmen of any Member Town or by the Committee.

10. VOCATIONAL COURSES.

The Committee may, at its discretion, include in the curriculum of the District schools independent distributive occupations, industrial, agricultural, and household arts schools under Chapter 74 and practical art classes under Section 14 of said Chapter 74.

Restated: 1/24/2011

Southern Berkshire Regional School District, Sheffield, MA

Schedule 1

For the Transition Year (as defined in section 4(i) of this Restatement), the operating and transportation assessments for the Member towns shall be calculated using the so-called “Statutory Formula,” with the required minimum contributions of each Member Town calculated by the Commonwealth in accordance with applicable law, and the amounts above such required minimum contributions to be allocated among the Member Towns based on the rolling average enrollment methodology for Fiscal Year 2011 set forth in the Amendment to the Regional Agreement adopted by the Member Towns in May 2001. During that Transition Year, the capital assessment shall be calculated as described in section 4(b) of this Restatement.

THE PEOPLE AND THEIR SCHOOL DISTRICT

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

The School Committee therefore affirms and declares its intent to:

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

Voted with Manual Adoption September 20, 2012

NONDISCRIMINATION

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

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

The Committee's policy of nondiscrimination will extend to students, staff, the general public, and individuals with whom it does business; No person shall be excluded from or discriminated against in admission to a public school of any town or in obtaining the advantages, privileges, and courses of study of such public school on account of race, color, sex, religion, national origin, sexual orientation or disability. If someone has a complaint or feels that they have been discriminated against because of their race, color, sex, religion, national origin, sexual orientation or disability, their complaint should be registered with the Title IX compliance officer.

Adopted: 2/16/95

Revised: 12/14/2006; 8/23/2012; Re-voted with New Manual Adoption September 20, 2012

LEGAL REFS.: Title VI, Civil Rights Act of 1964
Title VII, Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972
Executive Order 11246, as amended by E.O. 11375
Equal Pay Act, as amended by the Education Amendments of 1972
Title IX, Education Amendments of 1972
Rehabilitation Act of 1973
Education for All Handicapped Children Act of 1975
M.G.L. 71B:1 et seq. (Chapter 766 of the Acts of 1972)
M.G.L. 76:5; Amended 1993
M.G.L.76:16 (Chapter 622 of the Acts of 1971)

Board of Education Chapter 622 Regulations Pertaining to Access to Equal
Educational Opportunity, adopted 6/24/75, as amended 10/24/78
Board of Education 603 CMR 26:00
Board of Education Chapter 766 Regulations, adopted 10/74, as amended through
3/28/78

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

SEXUAL HARASSMENT

All persons associated with the Southern Berkshire Regional School District including, but not necessarily limited to, the Committee, the administration, staff, and students, are expected to conduct themselves at all times so as to provide an atmosphere free from sexual harassment. Any person who engages in sexual harassment while acting, as a member of the school community, will be in violation of this policy. Further, any retaliation against an individual who has complained about sexual harassment or retaliation against individuals for cooperating in an investigation of a sexual harassment complaint is similarly unlawful and will not be tolerated.

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

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

Definition of Sexual Harassment: Unwelcome sexual advances; requests for sexual favors; or other verbal or physical conduct of a sexual nature may constitute sexual harassment where:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of a person's employment or educational development.
2. Submission to or rejection of such conduct by an individual is used as the basis for employment or education decisions affecting such individual.
3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work or educational performance or creating an intimidating, hostile, or offensive working or educational environment.

The Grievance Officers:

- Ingrid Borwick, Central Office, P.O. Box 339, 491 Berkshire School Road, Sheffield, MA 01257(413-229-8778, ext. 300); and
- Jeffrey Lang, Mt. Everett Regional School, P.O. Box 219, 491 Berkshire School Road, Sheffield, MA 01257 (413-229-8734, ext. 138)

The Committee will annually appoint two sexual harassment grievance officers, a male and female, who will be vested with the authority and responsibility of processing all sexual harassment complaints in accordance with the procedure set out below:

Complaint Procedure:

1. Any member of the school community who believes that he/she has been subjected to sexual harassment will report the incident (s) to one of the grievance officers. All complaints shall be investigated promptly and resolved as soon as possible.

2. The grievance officer will attempt to resolve the problem in an informal manner through the following process:
 - a. The grievance officer will confer with the charging party in order to obtain a clear understanding of that party's statement of the facts, and may interview any witnesses.
 - b. The grievance officer will then attempt to meet with the charged party in order to obtain his/her response to the complaint.
 - c. The grievance officer will hold as many meetings with the parties as is necessary to establish the facts.
 - d. On the basis of the grievance officer's perception of the situation he/she may:
 - Attempt to resolve the matter informally through reconciliation.
 - Report the incident and transfer the record to the Superintendent or his/her designee, and so notify the parties by certified mail.
3. After reviewing the record made by the grievance officer, the Superintendent or designee [**Ingrid Borwick, Central Office, P.O. Box 339, 491 Berkshire School Road, Sheffield, MA 01257(413-229-8778, ext. 300); or Jeffrey Lang, Mt. Everett Regional School, P.O. Box 219, 491 Berkshire School Road, Sheffield, MA 01257 (413-229-8734, ext. 138)**] may attempt to gather any more evidence necessary to decide the case, and thereafter impose any sanctions deemed appropriate, including a recommendation to the Committee for termination or expulsion. At this stage of the proceedings the parties may present witnesses and other evidence, and may also be represented. The parties, to the extent permissible by law, shall be informed of the disposition of the complaint. All matters involving sexual harassment complaints will remain confidential to the extent possible. If it is determined that inappropriate conduct has occurred, we will act promptly to eliminate the offending conduct.
4. The grievance officer, upon request, will provide the charging party with government agencies that handle sexual harassment matters.

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

NONDISCRIMINATION ON THE BASIS OF HANDICAP

Title II of the Americans with Disabilities Act of 1992 requires that no qualified individual with a disability shall, because of the district's facilities are inaccessible to or unusable by individuals with disabilities, be excluded from participation in, or be denied the benefits of the services, programs and activities of the district or be subject to discrimination. Nor shall the district exclude or otherwise deny services, programs or activities to an individual because of the known disability of a person with whom the individual is known to have a relationship or association.

Definition

A "qualified individual with a disability" is an individual with a disability who, with or without reasonable modification to rules, policies or practices, the removal of architectural, communication or transportation barriers, or the provision of auxiliary aids and services, meets the essential eligibility requirements for the receipt of services or the participation in programs or activities provided by the district.

Reasonable modification

the district shall make reasonable modification in policies, practices or procedures when the modifications are necessary to avoid discrimination on the basis of disability, unless the district can demonstrate that making the modifications would fundamentally alter the nature of the service, program or activity.

Communications

The district shall take the appropriate steps to ensure that communications with applicants, participants, and members of the public with disabilities are as effective as communications with others. To this end, the district shall furnish appropriate auxiliary aids and services where necessary to afford an individual with a disability an equal opportunity to participate in, and enjoy benefits of, as service, program or activity conducted by the district. In determining what type of auxiliary aid or service is necessary, the district shall give primary consideration to the requests of the individuals with disabilities.

Auxiliary Aids and Services

"Auxiliary aids and services" includes (1) qualified interpreters, note takers, transcription services, written materials, assistive listening systems and other effective methods for making aurally delivered materials available to individuals with hearing impairments; (2) qualified readers, taped texts, audio recordings, Braille materials, large print materials, or other effective methods for making visually delivered materials available to individuals with visual impairments; (3) acquisition or modification of equipment or devices and (4) other similar services and actions.

Limits of Required Modification

The district is not required to take any action that it can demonstrate would result in a fundamental alteration in the nature of a service, program or activity or in undue financial and administrative burdens. Any decision that, in compliance with its responsibility to provide effective communication for individuals with disabilities, would fundamentally alter the service, program, or activity or unduly burden the district shall be made by the School Committee after considering all resources available for use in funding and operating the program, service or activity. The decision shall be accompanied by a written statement of the reasons for reaching that conclusion.

MISSION STATEMENT

To prepare our students for the challenges of global citizenship in a rapidly changing and increasingly competitive world, the Southern Berkshire Regional School District is committed to creating an environment for learning that advances intellectual growth, creative thinking, relationships, and ethical behavior.

Student Academic Expectations for Learning

Students will be able to demonstrate:

1. Effective communication
2. Critical and creative thinking skills
3. Critical and effective uses of information resources
4. Appropriate and effective uses of technology

Student Social and Civic Expectations

Students will:

1. Practice the skills necessary for physical, social, and emotional well being
2. Show respect for self, others, and the environment
3. Set goals and make informed decisions
4. Accept responsibility for their actions
5. Practice civic engagement

DRUG-FREE WORKPLACE POLICY

1. The School Committee hereby notifies employees that the unlawful manufacture, distribution, dispensing, possession, **sale**, or use of a controlled substance is prohibited in the Southern Berkshire Regional School District. Violation of such prohibition can lead to dismissal.
2. An ongoing drug-free awareness program is established to inform employees about:
 - The dangers of drug abuse in the workplace;
 - The Southern Berkshire Regional School District's policy of maintaining a drug-free workplace;
 - Any available drug counseling, rehabilitation and employee assistance programs; and
 - The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. As a condition of continuing employment, employees will:
 - Abide by the terms of this policy; and
 - Notify the Southern Berkshire Regional School District in writing of any criminal drug statute conviction for a violation occurring in the workplace (e.g., Southern Berkshire Regional School District) no later than five calendar days after such conviction.
4. The Southern Berkshire Regional School District will notify the agency granting funds to the Southern Berkshire Regional School District, in writing, within ten calendar days after receiving notice under sub-paragraph (3) from an employee or otherwise receiving actual notice of such conviction.
5. The Southern Berkshire Regional School District will take one of the following actions, within thirty (30) calendar days of receiving notice under sub-paragraph (3), with respect to any employee who is so convicted:
 - Taking appropriate personnel action against such an employee, up to and including termination;
 - or
 - Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by the federal, state or local health, law enforcement or other appropriate agency.
6. Each employee is given a copy of this policy annually.

SMOKING ON SCHOOL PREMISES

Use of any tobacco products within the school buildings, school facilities, or on school grounds or school buses by any individual, including school personnel and students, is prohibited at all times.

A staff member determined to be in violation of this policy shall be subject to disciplinary action.

A student determined to be in violation of this policy shall be subject to disciplinary action pursuant to the student discipline code.

This policy shall be promulgated to all staff and students in appropriate handbook(s) and publications.

Signs shall be posted in all school buildings informing the general public of the District policy and requirements of state law.

LEGAL REF: M.G.L. 71:37H

BACKGROUND CHECKS

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

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

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

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

Requesting CHRI (Criminal History Record Information) checks

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

Access to CHRI

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

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

Storage of CHRI

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

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

Retention and Destruction of CHRI

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

- Historical reference and/or comparison with future CHRI requests,
- Dispute of the accuracy of the record
- Evidence for any subsequent proceedings based on information contained in the CHRI.

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

CHRI Training

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

Determining Suitability

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

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

- The name and date of birth of the employee or applicant;
- The date on which the school employer received the national criminal history check results; and,
- The suitability determination (either "suitable" or "unsuitable").

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

Relying on Previous Suitability Determination.

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

- The suitability determination was made within the last seven years; and
- The individual has not resided outside of Massachusetts for any period longer than three years since the suitability determination was made; and either
- The individual has been employed continuously for one or more school employers or has gaps totaling no more than two years in his or her employment for school employers; or
- If the individual works as a substitute employee, the individual is still deemed suitable for employment by the school employer who made a favorable suitability determination. Upon request of another school employer, the initial school employer shall provide documentation that the individual is still deemed suitable for employment by the initial school employer.

Adverse Decisions Based on CHRI

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

- Provide the individual with a copy of his/her CHRI used in making the adverse decision;
- Provide the individual with a copy of this CHRI Policy;
- Provide the individual the opportunity to complete or challenge the accuracy of his/her CHRI;
- and
- Provide the individual with information on the process for updating, changing, or correcting CHRI.

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

If a school employer receives criminal record information from the state or national fingerprint-based background checks that includes no disposition or is otherwise incomplete, the school employer may request that an individual, after providing him a copy of said background check, provide additional information regarding the results of the criminal background checks to assist the school employer in determining the applicant's suitability for direct and unmonitored contact with children, notwithstanding the terms of General Laws chapter 151B, S. 4,(9,9 ½). Furthermore, in exigent circumstances, a school employer may, pursuant to the terms of DESE regulations (see specific regulations in legal

references), hire an employee on a conditional basis without first receiving the results of a national criminal background check. After exhausting several preliminary steps as contained in the above referenced regulation the district may require an individual to provide information regarding the individual's history of criminal convictions; however, the individual cannot be asked to provide information about juvenile adjudications or sealed convictions. The superintendent is advised to confer with legal counsel whenever he/she solicits information from an individual concerning his/her history of criminal convictions.

Secondary Dissemination of CHRI

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

The following information will be recorded in the log:

- Subject Name;
- Subject Date of Birth;
- Date and Time of the dissemination;
- Name of the individual to whom the information was provided;
- Name of the agency for which the requestor works;
- Contact information for the requestor; and
- The specific reason for the request.

Reporting to Commissioner of Elementary and Secondary Education

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

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

C.O.R.I. REQUIREMENTS

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

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

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

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

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

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

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

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

The Superintendent shall ensure that on the application for employment and/or volunteer form there shall be a statement that as a condition of the employment or volunteer service the school district is required by law to obtain Criminal Offender Record Information for any employee, individual who regularly provides transportation, or volunteer who may have direct and unmonitored contact with

children. Current employees, persons regularly providing school related transportation, and volunteers shall also be informed in writing by the Superintendent prior to the periodic obtaining of their Criminal Offender Record Information.

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

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

LEGAL REFS.: M.G.L.6:167-178; 15D:7-8; 71:38R, 151B, 276:100A
P.L. 92-544; Title 28 U.S.C. § 534; Title 28 C.F.R. 20.33(b)
42 U.S.C. § 16962
603 CMR 51.00
803 CMR 2.00
803 CMR 3.05 (Chapter 149 of the Acts of 2004)
[FBI Criminal Justice Information Services Security Policy](#)
[Procedure for correcting a criminal record](#)
[FAQ – Background Checks](#)

SOURCE: MASC October 2014

Adopted: 6/24/2014

Revised: 3/11/2015

DCJIS MODEL CORI POLICY

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

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

CONDUCTING CORI SCREENING

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

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

ACCESS TO CORI

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

CORI TRAINING

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

USE OF CRIMINAL HISTORY IN BACKGROUND SCREENING

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

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

VERIFYING A SUBJECT'S IDENTITY

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

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

INQUIRING ABOUT CRIMINAL HISTORY

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

DETERMINING SUITABILITY

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

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

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

ADVERSE DECISIONS BASED ON CORI

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

SECONDARY DISSEMINATION LOGS

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

SOURCE: MASC May 2014

Adopted: June 24, 2014

Revised: March 11, 2015

INFORMATION CONCERNING THE PROCESS IN CORRECTING A CRIMINAL RECORD

If you have undergone a background check by an agency that has received a criminal record from the CHSB, you may ask the agency to provide you with a copy of the criminal record. You may also request a copy of your adult criminal record from the Criminal History Systems Board, 200 Arlington Street, Suite 2200, Chelsea, MA 02150 by calling (617) 660-4640 or go to www.mass.gov/chsb/cori/cori_forms.html#pers.

The CHSB charges \$25.00 fee to provide an individual with a copy of his/her criminal record. You may complete an affidavit of indigency and request that the CHSB waive the fee.

Upon receipt, review the record. If you need assistance in interpreting the entries or dispositions, please review the disposition code and "how to read a BOP" on the CHSB's website www.mass.gov/chsb/cori/cori_bop.html. The CHSB does not offer "walk-in" service but you may call our Legal Division at (617) 660-4760 for assistance or the CORI Unit of the Office of the Commissioner of Probation at (617) 727-5300.

If you believe that a case is opened on your record that should be marked closed, you may contact the Office of the Commissioner of Probation CORI Unit at (617) 727-5300 for assistance, or you may go to the Probation Department at the court where the charges were brought and request that the case(s) be updated.

If you believe that a disposition is incorrect, contact the Chief Probation Officer at the court where the charges were brought or the CORI Unit at the Office of the Commissioner of Probation and report that the court incorrectly entered a disposition on your criminal record.

If you believe that someone has stolen or improperly used your identity and were arraigned on criminal charges under your name, you may contact the Office of the Commissioner of Probation CORI Unit or the Chief Probation Officer in the court where the charges were brought. For a listing of courthouses and telephone numbers please see www.mass.gov/chsb/cori/cori_codes_court.html.

In some situations of identity theft, you may need to contact the CHSB to arrange to have a fingerprint analysis conducted.

If there is a warrant currently outstanding against you, you need to appear at the court and ask that the warrant be recalled. You cannot do this over the telephone.

If you believe that an employer, volunteer agency, housing agency or municipality has been provided with a criminal record that does not pertain to you, the agency should contact the CORI Unit for assistance at (617) 660-4640.

C.O.R.I. REQUIREMENTS

Employers may ask the following series of questions:

1. Have you been convicted of a felony? Yes or no?
2. Have you been convicted of a misdemeanor within the past five years (other than a first conviction for any of the following misdemeanors: drunkenness, simple assault, speeding, minor traffic violations, affray or disturbance of the peace)? Yes or no?
3. Have you completed a period of incarceration within the past five years for any misdemeanor (other than a first conviction for any of the following misdemeanors: drunkenness, simple assault, speeding, minor traffic violations, affray or disturbance of the peace)? Yes or no?
4. If the answer to question number 3 above is “yes” please state whether you were convicted more than five years ago for any offense (other than a first conviction for any of the following misdemeanors: drunkenness, simple assault, speeding, minor traffic violations, affray or disturbance of the peace)? Yes or no?

Some employers are authorized to request, receive, view and/or hold criminal offender record information pursuant to state or federal law.

Any inquiry into the criminal record of an applicant must also contain language pursuant to M.G.L. c. 276, § 100A.

It is unlawful for an employer to make any inquiry of an applicant or employee regarding:

1. An arrest, detention or disposition regarding any violation of law in which no conviction resulted.
2. First convictions for the misdemeanors of drunkenness, simple assault, speeding, minor traffic violations, affrays or disturbance of the peace. For the purposes of 804 CMR 3.02 minor traffic violations include any moving traffic violation other than reckless driving, driving to endanger and motor vehicle homicide.
3. Any conviction of a misdemeanor where the date of the conviction or the completion of any period of incarceration resulting therefrom, which ever date is later, occurred five or more years prior to the date of such inquiry, unless such person has been convicted of any offense within five years immediately preceding the date of the inquiry.

No person shall be held under any provision of any law to be guilty of perjury or of otherwise giving false statement by reason of his/her failure to recite or acknowledge such information as he/she has a right to withhold by 804 CMR 3.02.

SCHOOL DISTRICT WELLNESS PROGRAM

The School Committee recognizes the relationship between student well-being and student achievement as well as the importance of a comprehensive district wellness program. Therefore, the school district will provide developmentally appropriate and sequential nutrition and physical education as well as opportunities for physical activity. The wellness program will be implemented in a multidisciplinary fashion and will be evidence based.

Wellness Committee

The school district will establish a wellness committee that consists of at least one (1): parent, student, nurse, school food service representative, School Committee member, school administrator, member of the public, and other community members as appropriate. If available, a qualified, credentialed nutrition professional will be a member of the wellness committee. The School Committee will designate a Wellness Policy Coordinator(s). Only employees of the district who are members of the wellness committee may serve as wellness program coordinators. Wellness coordinators, in consultation with the wellness committee, will be in charge of implementation and evaluation of this policy.

Nutrition Guidelines

It is the policy of the school district that all foods and beverages made available on campus during the school day are consistent with School Lunch Program nutrition guidelines. Guidelines for reimbursable school meals will not be less restrictive than regulations and guidance issued by the Secretary of Agriculture pursuant to law. The district will create procedures that address all foods available to students throughout the school day in the following areas:

- guidelines for maximizing nutritional value by decreasing fat and added sugars, increasing nutrition density and moderating portion size of each individual food or beverage sold within the school environment;
- separate guidelines for foods and beverages in the following categories:
 1. foods and beverages included in a la carte sales in the food service program on school campuses;
 2. foods and beverages sold in vending machines, snack bars, school stores, and concession stands;
 3. foods and beverages sold as part of school-sponsored fundraising activities; and
 4. refreshments served at parties, celebrations, and meetings during the school day; and
 5. specify that its guidelines will be based on nutrition goals, not profit motives.

Nutrition and Physical Education

The school district will provide nutrition education aligned with standards established by the USDA's National School Lunch Program and the School Breakfast Program in all grades. The school district will provide physical education training aligned with the standards established by the Dept. of Elementary and Secondary Education. The wellness program coordinators, in consultation with the wellness committee, will develop procedures that address nutrition and physical education.

Nutrition Education

The following list contains examples of goals your school district may want to consider for inclusion in its policy. Each school district must determine its own goals and include them in its policy.

- Students receive nutrition education that teaches the skills they need to adopt and maintain healthy eating behaviors.
- Nutrition education is offered in the school cafeteria as well as in the classroom, with coordination between the foodservice staff and other school personnel, including teachers.
- Students receive consistent nutrition messages from all aspects of the school program.
- Division health education curriculum standards and guidelines address both nutrition and physical education.
- Nutrition is integrated into the health education or core curricula (e.g., math, science, language arts).
- Schools link nutrition education activities with the coordinated school health program.
- Staff who provide nutrition education have appropriate training.
- The level of student participation in the school breakfast and school lunch programs is appropriate.

Physical Education Activities

The following list contains examples of goals your school district may want to consider for inclusion in its policy. Each school district must determine its own goals and include them in its policy.

- Students are given opportunities for physical activity during the school day through physical education (PE) classes, daily recess periods for elementary school students, and the integration of physical activity into the academic curriculum where appropriate.
- Students are given opportunities for physical activity through a range of before- and/or after-school programs including, but not limited to, intramurals, interscholastic athletics, and physical activity clubs.
- Schools work with the community to create ways for students to walk, bike, rollerblade or skateboard safely to and from school.
- Schools encourage parents and guardians to support their children's participation in physical activity, to be physically active role models, and to include physical activity in family events.
- Schools provide training to enable staff to promote enjoyable, lifelong physical activity among students.

Other School-Based Activities

The wellness program coordinators, in consultation with the wellness committee, are charged with developing procedures addressing other school-based activities to promote wellness.

The following list contains examples of goals your school district may want to consider for inclusion in its policy. Each school district must determine its own goals and include them in its policy.

- An adequate amount of time is allowed for students to eat meals in adequate lunchroom facilities.
- All children who participate in subsidized food programs are able to obtain food in a non-stigmatizing manner.
- Environmentally-friendly practices such as the use of locally grown and seasonal foods, school gardens, and non-disposable tableware have been considered and implemented where appropriate.
- Physical activities and/or nutrition services or programs designed to benefit staff health have been considered and, to the extent practical, implemented.

Evaluation

The wellness committee will assess all education curricula and materials pertaining to wellness for accuracy, completeness, balance and consistency with the state and district's educational goals and standards. Wellness program coordinators shall be responsible for devising a plan for implementation and evaluation of the district wellness policy and are charged with operational responsibility for ensuring that schools meet the goals of the district wellness policy. Wellness program coordinators will report to the School Committee annually.

SOURCE: MASC

ADOPTED: April 20, 2006

LEGAL REFS.: The Child Nutrition and WIC Reauthorization Act of 2004, Section 204,
P.L. 108 -265
The Richard B. Russell National School Lunch Act, 42 U.S.C. §§ 1751 - 1769h
The Child Nutrition Act of 1966, 42 U.S.C. §§ 1771 - 1789

CROSS REFS.: EFC, Free and Reduced-Cost Food Services
IHAMA, Teaching About Alcohol, Tobacco and Drugs
KI, Public Solicitations/Advertising in District Facilities

COMMITMENT TO ACCOMPLISHMENT

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

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

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