



# EMPLOYEE HANDBOOK

Somerset Berkley Regional School District  
Somerset Public Schools

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## Section A: INTRODUCTION

### *TO OUR EMPLOYEES*

WELCOME TO Somerset Berkley Regional School District and the Somerset Public Schools!

We are very happy to welcome you to the Somerset Berkley Regional School District (SBRSD) and/or the Somerset Public Schools (SPS), hereinafter referred to as the “District.” We are pleased to have you join our organization and expect you will find the District a friendly and rewarding place to work.

As a school district, the District’s primary goal is to ensure that our students develop the knowledge and skills that prepare them to succeed in an increasingly global and technological society. Your creativity, ideas, and work contributions are part of a team effort that focuses on meeting the needs of our students.

The District takes pride in the quality of the education it provides and the quality of our employees. As a District employee, you are one of our most valuable assets. You play a vital role in the provision of services. Whether in person, on the telephone, or in written or digital correspondence, you represent the District every time you have contact with a member of the community. Our continued success will depend on your contributions and those of the other talented employees with whom you work.

As you begin your employment with SBRSD and/or SPS, we would like to invite you to read and become familiar with the contents of this employee handbook. The employee policies, practices and programs outlined in this Handbook describe some of the services and support available to help you to achieve your personal and professional goals in the District.

These policies and procedures are guidelines and the District retains the right to modify or alter these policies and procedures. Should any provision in this Employee Handbook be found to be unenforceable and/or invalid, such a finding does not invalidate the entire Employee Handbook. The Handbook is not an employment contract and is for informational purposes only. The District recognizes in the case of conflict between the employee and the District, the provisions of the collective bargaining agreement or individual contract apply.

If after reviewing the Handbook you have further questions, please consult your supervisor or the Human Resources Department at Central Office.

The District looks forward to providing you with a challenging, satisfying employment experience as well as the unique opportunity to make a significant contribution to the community.

## NOTICE TO EMPLOYEES

The Employee Handbook has been prepared to provide you with a description of District policies, practices and benefits as they pertain to you as an employee. This Handbook is designed to help answer many of the questions you may have in connection with your employment with the school. The terms of the insured benefit plans described in this Handbook are strictly a summary; more detailed information is contained in the plan summary documents. Nothing contained in this Handbook waives or changes any terms of the policies.

The District hopes that its relationship with each of its employees will be a mutually satisfying experience. Newly hired employees may serve an initial probationary period if their position specifies such a period under a collective bargaining agreement. During this period, the District may terminate the employment relationship at any time, for any reason or no reason at all, unless otherwise stated under the respective collective bargaining agreement.

It is understood that as a District employee it is your responsibility to read and comply with the policies contained in this Handbook and any revisions made to it. Furthermore, it is acknowledged that this Handbook is not a contract of employment.

## CHANGES OF POLICY

Since the nature of municipal government is subject to constant change, the District reserves the right to change any of its policies at any time, including those covered in this Handbook. The District will notify you of changes in advance whenever possible. Changes will be effective on dates determined by the District and you may not rely on policies that have been superseded.

If you are uncertain about any policy or procedure, please check with your supervisor or the Human Resources Department at Central Office.

## Section B: EMPLOYMENT CLASSIFICATIONS

At the time you are hired, you are classified as a full-time or part-time employee and it is determined if you are exempt or non-exempt. By law, employees in certain types of jobs are entitled to overtime pay for hours worked in excess of forty (40) hours per work week. These employees are regarded as non-exempt.

Exempt employees are typically administrators, professional staff, some technical staff, and others whose duties and responsibilities allow them to be exempt from overtime pay provisions as provided by the Federal Fair Labor Standards Act (FLSA) and any applicable state laws.

Unless otherwise specified, the benefits described in this Employee Handbook apply only to full-time employees. All other policies described in this Employee Handbook and communicated by the District, apply to all employees. If you are unsure into which job classification your position fits, please ask the Payroll Department. 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.

### **Full-Time Employees**

An employee who works twenty (20) hours or more regularly per week is considered a full-time employee.

### **Part-Time Employees**

An employee who averages less than a twenty (20) hour workweek on a regular basis is considered a part-time employee. Part-time employees who work over twenty (20) hours per week may be eligible for certain benefits, such as life insurance, and other benefits on a pro-rated basis as set forth herein or in applicable collective bargaining agreements. Any part-time employee who works fewer than twenty (20) hours per week is not eligible for benefits described in this Employee Handbook, except as to the extent required by provision of state and federal laws or collective bargaining agreement.

## EMPLOYMENT POLICIES

### Equal Employment Opportunity

The District is committed to the principles of Equal Employment Opportunity and Affirmative Action. The District shall comply with all Federal and State Laws that have been or shall be enacted for the purpose of eliminating discrimination in all phases of the employment process and the provision of services and programs.

It is the policy and intent of the District to provide non-discriminatory and equal opportunity in employment to all employees and applicants for employment. The District's affirmative action policy prohibits discrimination because of race, sex, color, ancestry, age, gender identity, sexual orientation, disability, religion, national origin, economic status or veteran status in all aspects of its employment procedures and personnel practices.

### Americans with Disabilities Act

The District acts in accordance with Title II of the American with Disabilities Act of 1992 (ADA), which makes it unlawful to discriminate in employment against a qualified individual with a disability. The ADA also prohibits discrimination against individuals with disabilities in providing State and local government services. The District will provide reasonable accommodation, in accordance with the ADA, to qualified applicants and employees with disabilities.

No qualified person with a disability shall, on the basis of a disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance.

For further information or to discuss the need for a reasonable accommodation, please contact the Human Resources Coordinator at (508) 324-3100 x3211.

#### Pregnant Workers Fairness Act

The District acts in accordance with the Massachusetts Pregnant workers Fairness Act which prohibits discrimination against employees based on pregnancy or pregnancy-related conditions.

#### Non-Discrimination

The District endeavors to provide a work environment that is professional and free from intimidation, hostility or other factors which interfere with work performance and the education of our students. Conduct which interferes with the performance of others is often called “harassment”. Such conduct may be visual, verbal or physical and can take many forms. Offensive words, signs, jokes or pranks, as well as offensive language in the workplace or while representing the District are included in conduct considered to be harassment. Harassment of any sort will not be tolerated. State and federal laws provide remedies for workplace harassment which constitutes discrimination on the basis of race, color, sex, age, disability, religion, national origin, marital status, domicile, gender identity, or sexual orientation and pregnancy or a condition related to said pregnancy. By law, the District is required to promulgate a policy prohibiting such conduct and set forth a grievance procedure for addressing allegations of discriminatory harassment. For the full School Committee policy (AC-Nondiscrimination) please go to the district website at [www.somersetschools.org](http://www.somersetschools.org).

An individual who believes that he or she has been subjected to harassment or discrimination, sexual or otherwise, has a right to file a complaint with the District. The complaint shall be filed with the individual’s immediate supervisor and/or school principal. Additionally, employees who observe incidents of harassment or discrimination should immediately report such incidents to their immediate supervisor and /or school principal.

The District will follow the procedures of the Non-Discrimination/Harassment Policy when allegations are made which may constitute discrimination under state or federal law. Offensive conduct which disrupts the workplace, but does not constitute discrimination will be addressed through the ordinary discipline processes applicable to school district employees.

## **HIRING PRACTICES AND PROCEDURES**

#### Job Openings and Position Postings

The District will endeavor to attract, secure, and hold the highest qualified personnel for all positions.

The District posts vacancies through School Spring ([www.schoolspring.com](http://www.schoolspring.com)) or other public advertisements when necessary. It is the responsibility of the Superintendent and Principals to determine the personnel needs and to recruit suitable candidates for employment. All applications for employment either on a permanent or temporary basis, shall be applied for on SchoolSpring, whenever possible. If the applicant is unable to apply for a position on SchoolSpring, he/she should apply in writing to the Human Resources Department.

To be eligible for a position, an applicant shall meet the qualifications as specified in the posting and shall furnish satisfactory evidence of citizenship and/or legal right to work and previous relevant work experience. To be eligible for a teaching position, an applicant shall also meet the Massachusetts certification requirements imposed by law.

An offer of employment will be subject to licensure, if applicable, and confirmation of “CORI” (Criminal Offender Record Information) and a national background check (fingerprint) in accordance with Massachusetts Law and School Committee Policy (ADDA-Background Checks).

### Employment of Relatives

Employment of relatives is permitted, except in circumstances where an appointment places people in supervisory and subordinate roles within the same office or department, or in a situation where influence could be exerted, directly or indirectly, on future decisions concerning the status of employment, promotion, or compensation.

Massachusetts General Laws Chapter 71, Section 67 provides that the District may neither employ a member of the immediate family of a superintendent, central office administrator, or school committee member, nor assign a member of the immediate family of a principal as an employee at the principal’s school, unless written notice is given to the school committee of the proposal to employ or assign at least two weeks in advance of the family member’s employment or assignment. All provisions of the Conflict of Interest Law must also be followed.

### Background Checks

#### *CORI*

Background checks are performed on all potential employees, student teachers, interns, volunteers and any individual who may have direct and unmonitored contact with children prior to hiring any employee or accepting any person as a volunteer as required by state law and regulations. A candidate for a position with the District is required to provide his/her date of birth and any maiden name, alias, or prior legal name he/she may have used at any time in the past.

Subsequent background checks will be performed at least once every three years after the initial inquiry for all employees.

#### *FINGERPRINTING*

Chapter 459 of the Acts of 2012, expanded the law on background checks. All school employees, including educators, maintenance staff, cafeteria workers, bus drivers, and employees of contractors who work in the schools and may have direct and unmonitored contact with children are currently required to complete the new national background check prior to beginning employment.

### Employment Eligibility Verification Form (I-9)

All new employees are subject to the requirements of the Immigration Reform and Control Act of 1986 which stipulates that only American citizens, permanent resident aliens, and aliens who are authorized to work in the United States may be hired. Therefore, each new employee must provide evidence of identity and work eligibility as a condition of employment. The I-9 Form satisfying this requirement is provided in the new employee packet.

### Required Documents

Upon hire, an employee must complete required documents which may include proof of citizenship or permission to work in this country; a certified copy of the employee’s birth certificate for the retirement systems; a statement regarding Social Security and completed W-4 and M-4 tax forms. Paychecks cannot be processed unless all the necessary forms have been completed.

### BUSINESS HOURS

Central Office regular operating hours are 8:00 A.M. to 4:00 P.M. Monday through Friday, and during school vacations from 8:00 A.M. to 3:00 P.M. Each school and department may have its own operating hours; check with your principal or supervisor for the work hours for your building or department. Each

employee working a part-time schedule is required to work a consistent weekly schedule agreed to by your supervisor. Your particular hours of work and scheduling of your lunch period will be determined and assigned by your supervisor.

## COMMUNICATION WITH THE PRESS

Please be advised that the Superintendent of Schools or his/her designee is the only employee authorized to make statements to the press on behalf of the Somerset Berkley Regional School District and Somerset Public Schools that are of a system-wide or a sensitive nature. In non-emergency situations of concern to only one school, principals may coordinate press releases and arrange for visits from the press with the advanced knowledge of the Superintendent. All statements made to the press by other staff members of the particular school must be cleared with the Principal. For the full school committee policy, please see KDD-News Media Relations/News Releases at [www.somersetschools.org](http://www.somersetschools.org)

## CONFIDENTIAL INFORMATION

As an employee of the 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 including keeping confidential information locked up where applicable. Failure to do so may result in disciplinary action up to and including termination of employment.

## RESPECTFUL CLIMATE

Misunderstandings or conflicts can arise in any organization. It is our hope and expectation that all employees of the District will contribute to making the working climate one that is characterized by respectful interactions, cooperation among school and department personnel, with open and constructive communication and trust. We will speak kindly with one another and acknowledge each other's talents and skills although we may have different ways of achieving the same goals. We will work collaboratively toward common goals, support one another and accept each other's ideas. We will communicate openly by seeking, giving, and receiving feedback, and by sharing information necessary to successfully complete our tasks.

## CONFLICT OF INTEREST

The Somerset Berkley Regional School Committee, Somerset School Committee, and Administration not only require that staff members of the District adhere to all laws regarding conflict of interest, but also be alert to and avoid situations which have the appearance of a conflict of interest. All staff members must complete the Massachusetts Code of Ethics on-line training program upon hire and every other year thereafter. A summary of the state conflict of interest law (Massachusetts General Laws Chapter 268A) may be found at: <http://www.mass.gov/ethics>

## REIMBURSEMENT

The District reimburses employees for all authorized expenditures made on behalf of the District (i.e., approved conference trips.) Employees are expected to report reimbursable expenses on District reimbursement forms. Reimbursement forms must be submitted to the Business Office in accordance with their procedures and within thirty (30) days in which the expenses were incurred. Valid receipts/evidence of payment must accompany all expenses. Expenses submitted without corresponding receipts/evidence of

payment are not reimbursable by the District. Copies of bank or credit card statements may also be requested.

The District reimburses employees for expenses that it deems necessary and reasonable for the conduct of business. Office supplies are ordered through a supplier and are not reimbursable expenses. Employees are required to obtain prior managerial approval for incurring any reimbursable expense and employees are expected to use good judgment to ensure that expenses are reasonable.

Examples of expenses which are not reimbursable include, but are not limited to, the following:

- Alcohol and tobacco products
- Parking tickets and moving violations
- Recreational entertainment costs (theater, ski lift tickets, sporting events, etc.)
- Dry cleaning/laundry service
- Valet service
- Personal grooming services
- Tips in excess of 20%
- Sales Tax
- Goods and/or services covered by the state's procurement statutes

## SEXUAL HARASSMENT

The District is committed to maintaining a learning environment that is free of harassment. Sexual harassment will not be tolerated in Somerset Berkley Regional School District or in the Somerset Public Schools. The School Committee prohibits the unlawful sexual harassment of any student or employee by any student, employee or other person at school or at any school-related function.

Persons found in violation of this policy (ACAB-Sexual Harassment) will be subject to disciplinary sanctions. This policy is implemented pursuant to the terms of state and federal law. It applies equally to all students and personnel. To receive a copy of the sexual harassment policy, please contact Human Resources at Central Office.

## PERSONNEL FILES

The District maintains a personnel file for each employee which are considered confidential. These files contain documentation related to each employee's time served with the District, including salary history, performance appraisals, beneficiary designation forms, disciplinary warning notices and letters of commendation. Upon written request provided with five (5) days' notice, you may review or have copies made of your personnel file by scheduling an appointment with the Superintendent. The actual personnel file may not be taken outside of the department.

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/her written response in the file

To ensure that your personnel file is up-to-date at all times, notify your supervisor, Human Resources, or the Payroll Office of any changes in your name, telephone number, home address, beneficiaries, scholastic achievements, and the contact person to notify in case of an emergency.

## SECOND JOB WITH THE DISTRICT

Subject to the restrictions imposed by the Massachusetts Conflict of Interest Law, qualified employees are eligible to be considered for, and appointed to, any coaching or co-curricular stipend position, as outlined in the Collective Bargaining Agreement between the Somerset Berkley Regional School Committee, the Somerset School Committee, and the Somerset Teachers' Association, at the terms and pay rates set forth therein. Qualified employees are also eligible to be considered for, and appointed to, school district sponsored tutoring assignments, the wage for which is set through the Teacher's collective bargaining agreement. These additional jobs must not conflict with the employee's primary job with the district, and must not be performed during his/her regularly scheduled work day.

## SEPARATION OF EMPLOYMENT

Separation of employment can occur for several different reasons.

- **Resignation:** Although we hope your employment with us will be a mutually rewarding experience, we understand that varying circumstances cause employees to voluntarily resign employment. Resigning employees are encouraged to provide at least two weeks' notice to your supervisor, preferably in writing, to facilitate a smooth transition out of the organization. If an employee provides less notice than requested, the district may deem the individual to be ineligible for rehire depending on the circumstances regarding the notice given. See your collective bargaining agreement for additional information regarding leaving the district in good standing, such as a sixty (60) day notice if you are a member of the Somerset Teachers' Association.
- **Retirement:** Employees who wish to retire are encouraged to notify their supervisor in writing at least three (3) months before the planned retirement date.
- **Job abandonment:** Employees who fail to report to work or contact their supervisor for three (3) consecutive workdays shall be considered to have abandoned the job without notice, effective at the end of their normal shift on the third day. Unless the abandonment is due to unforeseen circumstances, the supervisor shall notify the Human Resource department at the expiration of the third workday and initiate the paperwork to terminate the employee. Employees who are separated due to job abandonment are ineligible to receive accrued benefits and are ineligible for rehire.
- **Termination:** Employees of the District are employed on an at-will basis, unless otherwise stated in applicable collective bargaining agreement or individual contract. The district retains the right to terminate an employee at any time, with or without notice, at any time, at the option of the district or yourself.
- **Just Cause:** Employers with the District shall not discipline, reprimand, suspend, or terminate an employee without just cause, unless that employee is still within their probationary period as cited in collective bargaining agreements or individual contracts.

## SOLICITATION & DISTRIBUTION

Under the School Committee policy KHA, there are limits on commercial activities and fundraising. For a copy of the policy, please contact Human Resources, or check Somerset Public Schools website ([www.somersetschools.org](http://www.somersetschools.org)).

## ADDITIONAL POLICIES

There are several school committee policies that have been approved to date, which are pertinent to your experience in our system. All employees are expected to be familiar with, and adhere to, all policies. You

can view all policies on the District web sites under School Committee Policy Manual at [www.somersetschools.org/School-Committee/Policy-Manual/index.html](http://www.somersetschools.org/School-Committee/Policy-Manual/index.html).

If you'd like print copies of any policies, please contact Human Resources at Central Office.

## STANDARDS OF CONDUCT

The success of the District depends upon the quality of the relationships between the District, our employees, our students, employees of the Town, and the community as a whole. By accepting employment with us, you have a responsibility to the District and to your fellow employees to adhere to certain rules of behavior and conduct. Others' impressions of the 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 Somerset Berkley Regional School District and/or the Somerset Public Schools. The more goodwill you promote, the more the community will respect and appreciate you and the District.

Some of our business is conducted off-site, at conferences, seminars, and the like. It is important to remember that, although many of these events have a social element, it is absolutely imperative that you conduct yourself with the highest level of professionalism while representing the 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.

## GUIDELINES FOR APPROPRIATE CONDUCT - GENERAL

Types of behavior and conduct that the 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:

1. Falsifying employment or other District records;
2. Violating any of the District's policies;
3. Establishing a pattern of absenteeism or tardiness;
4. Engaging in excessive, unnecessary, or unauthorized use of District supplies or equipment, particularly for personal purposes;
5. Removing from the premises, without proper authorization, school, Town, or District property.
6. Reporting to work intoxicated or under the influence of non-prescribed drugs, or reporting to work in an impaired state;
7. Illegally manufacturing, possessing, using, selling, distributing, or transporting drugs;
8. Bringing or using alcoholic beverages on District property;
9. Fighting or using obscene, abusive, or threatening language or gestures;
10. Stealing property from co-workers, students, parents, the Town of Somerset, or the District;
11. 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 (see School Committee Policy GBEBC-Gifts to and Solicitations by Staff);
12. Having firearms on District premises or while on District business;
13. Disregarding safety or security regulations, including crisis plans;
14. Engaging in insubordination or refusal to follow the lawful directions of a person with management responsibility;
15. Failing to maintain the confidentiality of the District, or student information;
16. Interfering with the performance of other employees or participating in any interruption of work;
17. Neglecting one's own job duties and responsibilities or refusing to perform work assigned;

18. Compromising computer security by unauthorized copying of software or unauthorized use of company computer facilities;
19. Violating intellectual property or copyright laws; The Copyright Act of 1976 stipulates that materials created by teachers in the scope of their employment are deemed “works for hire” and therefore the school owns them;
20. Misappropriation of District or Town 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.

## GUIDELINES FOR APPROPRIATE CONDUCT – STUDENT INTERACTION

Students need healthy, clearly-defined relationships with adults to feel safe, and to develop into competent and responsible human beings. You are expected to model professional behavior, values and responsibilities, both in and out of school. The District expects all staff members to observe appropriate boundaries when interacting with students, such as, but not limited to:

1. 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 School Committee Policies IJNDB (Acceptable Use Policy –Technology) and SPS School Committee Policy IJNDD (Policy on Facebook and Social Networking Websites).
2. Do not transport individual students in your car, except as pre-approved for transport to and from school-sanctioned events, or in a bona fide emergency. Please see School Committee’s Policies IJOA (Field Trips) and EEAG (Student Transportation in Private Vehicles) for the policies concerning information concerning field trips, athletic events, or school-sponsored trips.
3. Use caution with self-disclosure about your personal life.

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

## ABSENTEEISM AND TARDINESS

As regular and predictable attendance is necessary to perform the essential functions of your job, the 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 employee handbook for information regarding these benefits.)

If you are unable to work because of illness, notify your supervisor as soon as possible, but not later than the start of your shift on each day of your absence unless you are granted an authorized medical leave. If you are absent for more than five (5) consecutive workdays (unless your individual contract or collective bargaining agreement specifies otherwise), medical documentation from your health care provider will be required. A *fitness for duty* note from your health care provider will be required before you will be permitted to return to work.

## ADMINISTRATORS' OBLIGATION TO REPORT

Massachusetts law requires school superintendents to report to the Commissioner of Education in writing wherever a licensed educator is dismissed, not renewed, or resigns after committing misconduct that might warrant revocation or other limitation of the educator's license.

According to state regulation 603, CMR 7.17(8) (h):

*Administrators' Obligation to Report. Any administrator who dismissed, not renewed, or obtained the resignation of any educator for any of the reasons cited in 603 CMR 7.14(8)(a) shall report in writing such resignation or dismissal and the reason the administrator acquires relevant information after an educator's dismissal, resignation, or non-renewal.*

*Failure to make such reports shall be grounds on which the Commissioner may revoke the administrator's license.*

When the Department of Elementary and Secondary Education receives a report under this regulation, it will conduct an investigation of its own to determine whether the facts warrant revocation, suspension, or limitation of an educator's license.

## PERSONAL APPEARANCE AND DEMEANOR

Employees are encouraged to dress in attire appropriate to their position and to behave in a professional, businesslike manner. Please use good judgment in your choice of work clothes and remember to conduct yourself at all times in a way that best represents you and the District.

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

## PERSONAL INFORMATION

The District is committed to ensuring privacy and the protection of our employees' personal and confidential information. This information is available to only those employees with a legitimate business need to know. To protect this information, employees with access must:

1. NEVER e-mail or fax an entire social security or financial account number;
2. Secure all personal employee information in locked cabinets or storage areas;
3. When necessary, only destroy such documents by shredding.

## 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 building administrator along with the building nurse, so to enable the nurse to complete and submit the Report of Injury form.

## BULLYING PREVENTION

To ensure a safe environment in which all students can learn and thrive, it is the responsibility of every employee of the Somerset Berkley Regional School District and the Somerset Public Schools to prevent,

identify and respond appropriately to bullying incidents. The District is committed to compliance of the Massachusetts legislation, *An Act Relative to Bullying in the Schools*. The school committee policy JICFB is available on the district website for you to review to help you understand your responsibilities.

A school or district staff member is required to report immediately to the principal or designee or to the superintendent or designee when the principal or assistant principal is the alleged aggressor or to the school committee or designee when the superintendent is the alleged aggressor, any instance of bullying or retaliation the staff member becomes aware of or witnesses. The requirement to report as provided does not limit the authority of the staff member to respond to behavioral or disciplinary incidents consistent with school or district policies and procedures for behavioral management and discipline

A staff member who is the subject of a complaint of a serious nature will be informed promptly and will be afforded the opportunity to present the facts as they see them, in accordance with district policies and procedures, including any applicable collective bargaining agreements. Procedures for investigating reports of bullying and retaliation by staff are consistent with district policies and procedures for investigations of other alleged misconduct by staff. If necessary, the designated school official will consult with legal counsel about such procedures. Investigations may include interviews of staff, students and others as deemed appropriate. School officials will remind individuals (1) that retaliation is strictly prohibited and will result in disciplinary action and (2) of the importance of being truthful. To the extent practicable given their obligation to investigate and address the allegations at issue, the school officials will maintain confidentiality during the investigation process. In the event disciplinary action against an employee is under consideration, appropriate due process will be provided. Any disciplinary action imposed will be based upon facts found by the designated school official and appropriate standards and expectations in light of the employee's role and responsibilities.

#### DRUG AND ALCOHOL-FREE WORKPLACE

The District has a longstanding commitment to provide a safe and productive work environment. Alcohol and drug abuse pose a threat to the health and safety of employees and students as well as the security of our equipment and facilities. For these reasons, the district is committed to the elimination of drug and/or alcohol use and abuse in the workplace.

For a copy of the Drug-Free Workplace policy GBEC, please contact Human Resources, or check the district website ([www.somersetschools.org](http://www.somersetschools.org)).

#### SMOKE-FREE WORKPLACE (School Committee policy ADC)

The School Committees are dedicated to providing a healthy, comfortable, and productive environment for staff, students and citizens. The School Committees believe that education has a central role in establishing patterns of behavior related to good health and shall take measures to help its students to resist tobacco use. The School Committees are concerned about the health of its employees and also recognizes the importance of adult role modeling for students during formative years. Therefore, the Committees shall promote non-tobacco product use among its staff and students.

The use of tobacco products, including e-cigarettes, is prohibited in school district buildings, on school district grounds, or on school buses by any individual including school personnel. Staff members who violate this policy will be referred to their immediate supervisor.

This policy complies with M.G.L. Chapter 71 Section 37H of the Education Reform Act. For a copy of the school committee policy visit the district website at ([www.somersetschools.org](http://www.somersetschools.org)).

## REQUIREMENT TO REPORT SUSPECTED CHILD ABUSE OR NEGLECT

As an employee of the District, you are considered a mandated reporter. Massachusetts General Laws, Chapter 119, Section 51-A, requires mandated reporters to immediately report to the Department of Children & Families (DCF) if they suspect that a child has been or is at risk of being abused or neglected. Mandated reporters must report all suspected risks of abuse or neglect to DCF. Prior to doing so, the employee should inform the principal. A school administrator, social worker or psychiatrist can assist the employee with the notification to DCF. Should the person in charge/designee advise against filing, the staff member retains the right to contact DCF directly.

Massachusetts law requires mandated reporters to immediately make an oral report to DCF. A written report must be submitted to DCF within forty-eight (48) hours after the oral report has been made. Any mandated reporter who fails to make the required oral and written reports can be punished by a fine of up to \$1000. Under the law, mandated reporters are protected from liability in any civil or criminal action and from any discriminatory or retaliatory actions by an employer.

Anyone who handles personal information about students or other employees has the obligation to maintain strict confidentiality.

## SAFETY, SECURITY, AND EMERGENCY PLANNING

The Somerset Berkley Regional School Committee and Somerset School Committee desire to provide a safe, secure, drug-free, and welcoming environment to all students, staff, and visitors on school property and at school-sponsored events. The practice of safety will be considered a facet of the instructional program of the schools. This includes instruction in accident prevention, fire prevention, emergency procedures, and traffic, bicycle, and pedestrian safety. The protection of our fellow employees, students, and the general public on District property is a responsibility we all share. If an employee knows of any unsafe working conditions or improperly operating equipment which could result in an accident, injury, illness or property loss, the employee should contact their supervisor immediately.

For more information, the school committee policy EB and EBC on Safety and Emergency Planning is available on the district website ([www.somersetschools.org](http://www.somersetschools.org)).

## Section C: COMPENSATION AND PERFORMANCE

### WAGE & SALARY POLICIES

The payroll department is responsible for processing and distributing all paychecks. Questions concerning paychecks, tax and benefit deductions should be directed to Central Office at **508-324-3100** x3221.

#### Pay Period/Payroll

Full year employees are paid on a bi-weekly basis with typically twenty-six (26) pay periods in a calendar year for services performed for the prior pay period. School year employees are paid bi-weekly for their period of work. Those employees who elect lump-sum payments are paid in 21 bi-weekly installments during the school year, with a final installment equal to 5 bi-weekly installments, paid the next regularly scheduled pay date, following the final day of the school year. Under most circumstances payday is Friday with the pay weeks running from Sunday through Saturday. Paystubs reflect payroll deductions mandated by law, including federal income tax, state income tax and contributions to the Bristol County or Massachusetts Teacher Retirement System. For employees hired after April 1, 1986, there is an additional deduction for Federal Medicare tax. Employees may select optional deductions which include deferred compensation, and health, dental and life insurance.

Employees should review their pay stubs for accuracy and pay envelopes for occasional employee notices. Questions pertaining to payroll should be referred to the Finance Department or Payroll.

The pay date schedule is published annually, prior to the start of the fiscal year.

#### 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 Payroll 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. You may be responsible to pay the fee for the stop payment. Unfortunately, the 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.

#### Time Clocks/Time Sheets

By law, we are obligated to keep accurate records of the time worked by all hourly/non-exempt employees. This is done by time clocks/time sheets. The information from the time clock provides a time sheet which indicates when an employee starts and finishes work. Time clocks/time sheets are used by payroll to determine the hours you work to process your paycheck. If you forget to clock in or out, please notify the payroll department immediately. Falsifying your time worked could lead to disciplinary action, up to and including immediate termination of employment.

#### Deductions from Paycheck (Mandatory)

The 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. Any change in name, address, telephone number, marital status, or number of exemptions must be reported to the Human Resources 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 District is ordered to make such deductions.

### Deductions (Voluntary) / Direct Deposit

It may be possible for you to authorize the District to make additional deductions from your paycheck, such as for medical/dental contributions, flexible spending accounts, and 403(b) contributions. You may have your paycheck deposited directly into your savings and/or checking accounts at a participating bank. Employees may split their deposits between a maximum of three accounts. There is no charge to the employee for direct deposit.

### 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 Payroll clerk immediately. The necessary steps will be taken to research the problem and to assure that any correction is made properly and promptly.

### Overtime

Under all legal and contractual requirements, the District will pay overtime to eligible employees who 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.

## PRO-RATION OF SALARY AND BENEFITS

Salary and paid time off benefits will be pro-rated for a partial year's employment unless provided otherwise under individual contracts or collective bargaining agreements.

## PERFORMANCE

### Performance Reviews

Employees that fall under a collective employment agreement may be eligible for step increases upon completion of each employment year on the employment anniversary date until the final step is reached. Anniversary dates, for the purpose of step increases, shall mean the date of hire or, if reclassified, the date of an employee's last reclassification. Step increases may be withheld in any instance where an employee has not shown satisfactory performance within a review period, depending on the language in your collective bargaining agreement. Step increases will not be granted beyond the maximum step of the assigned classification.

Formal performance appraisals may be conducted at the completion of the probationary period and on each anniversary. All performance evaluations shall be conducted in accordance with policies established and consistent with language contained in collective bargaining agreements.

## Section D: BENEFITS

### THE BENEFITS PACKAGE

#### Summary of Benefits

You may not have thought about it, but the value of your benefits amounts to a considerable sum each year in addition to the wages or salary you earn, frequently as much as 35% of your salary base. These are just some of the benefits made available to eligible employees:

- Medical/Health Insurance
- Dental Insurance
- Life Insurance
- Employee Assistance Plan (EAP)
- Flexible Spending Account-Dependent Care
- Flexible Spending Account-Medical
- 403(b) Plan
- Unemployment Compensation Insurance
- Disability Insurance
- Workers' Compensation Insurance
- COBRA
- Funeral (Bereavement) Leave
- Paid Holidays
- Jury/Witness duty
- Meal Break
- Paid Sick Leave
- Personal Leave
- Vacation Leave

#### Eligibility for Benefits

If you are a full-time employee (see the “Employment Classifications” section of this Employee Handbook), you will enjoy all of the benefits described in this Employee Handbook as soon as you meet the eligibility requirements for each particular benefit. Some Part-Time employees may be eligible for certain benefits, such as life insurance, based upon the eligibility requirements of the particular benefit. Other benefits, as set forth herein, will be provided on a pro-rated basis. Any part-time employee who works less than twenty (20) hours per week is not eligible for benefits described in this Employee Handbook except as to the extent required by provision of an applicable collective bargaining agreement or state and federal laws.

#### Benefit Bridging/Change in Status

If an employee has a permanent change in status, this may affect his/her benefit status. Those part-time employees who adopt a permanent change in status to full-time will become eligible for full-time benefits in accordance with our benefit policies, with the first day of full-time employment considered the employee’s starting date for the purposes of benefit determination.

Those full-time employees who adopt a permanent change in status to part-time (20 or fewer hours/week) cease to become eligible for full-time benefits in accordance with our benefit policies, at the conclusion of the last day of full-time employment, and then become eligible for certain benefits, as specified herein, on a pro-rated basis. If the last day of full-time employment occurs on a Friday, medical benefit coverage will be maintained until midnight on the following Sunday.

Those full-time or part-time employees who adopt a permanent change in status to work less than 20 hours/week) cease to become eligible for full-time benefits in accordance with our benefit policies, at the

conclusion of the last day of full-time or part-time employment. If the last day of benefits-eligible employment occurs on a Friday, medical benefit coverage will be maintained until midnight on the following Sunday.

In some circumstances, a reduction in hours may qualify you for continuation of medical benefits under the federal law known as COBRA. Please contact the Human Resource Department regarding you and your dependents/qualified beneficiaries concerning these options at the time your work hours are reduced.

## EMPLOYEE BASIC BENEFIT PROGRAMS

This section of the Employee Handbook highlights some features of our benefit programs. Our group health insurance, life insurance, dental, retirement, and 403(b) plans are described more fully in plan description pamphlets, which you are provided once you are eligible to participate in these programs. The District reserves the right to amend or terminate any of its benefit programs or to require or increase employee premium contributions toward any benefits. Whenever an amendment is made to any of the District's benefits programs, the Human Resources Department will notify plan participants of all approved amendments or plan terminations, in accordance with the requirements of applicable state and federal law.

Eligibility for any coverage set forth herein shall be determined by the specific plan involved.

### Medical/Health Insurance

The District offers two health insurance plans. They include a Preferred Provider Organization (PPO) plan known as Blue Care Elect and a Health Maintenance Organization (HMO) plan known as Network Blue New England. Eligible employees, defined as those employees regularly working a minimum of 20 hours per week, and their dependents may participate in the District's group health insurance plans. Eligible employees may join District-sponsored health insurance plans **only** as new employees, or during open enrollment periods (normally in May of each year), or within 30 days of a "qualifying event" such as loss of health insurance through a spouse. New employees must join health insurance plans within 30 days of their date of hire or wait until the next open enrollment. Employees may terminate their coverage only at the time of open enrollment or a "qualifying event".

Each plan offers a network of doctors and facilities and access to prescription drugs. However, each plan design is different and has unique benefits that are described in the plan summary documents available through the Human Resource Coordinator.

Employees pay their portion of the health insurance premiums through bi-weekly payroll deductions on a pre-tax basis. Premiums are paid one month in advance of coverage. The District pays 75% of the premiums of the District-sponsored plans for full-time employees and eligible part-time employees. The District reserves the right to make changes to the contribution rates set forth herein as permitted by law.

For 12-month employees, benefits under this plan terminate on the last day of employment with the District. For 10-month (school year) employees who are employed as of the last day of school, health benefits terminate on the August 31st following your final day of employment.

School district employees who work a ten-month (school year) schedule, and who elect health coverage, are covered through August 31st of each year. Premiums for summer months' coverage are taken throughout the year (for non-teachers) and in the summer 'balloon' pay check (for teachers).

Retirees may be eligible to continue health benefits, and should contact the Human Resources Coordinator for details.

To opt-out of a health insurance plan, it must be in your current collective bargaining agreement or individual contract. Proof of insurance from your new provider must be submitted to Human Resources in order to qualify. Employees opting out of health coverage are ineligible to participate in the voluntary dental coverage. See your collective bargaining agreement or individual contract for full details.

### Dental Insurance

Employees eligible to participate in the group health insurance plan may elect to participate in Altus Dental insurance. Dental insurance is fully paid by the employee and is offered on an individual or family basis. For a comprehensive listing of covered services contact the HR coordinator for the Benefit Highlights.

For 12-month employees, benefits under this plan terminate on the last day of employment with the school district. For 10-month (school year) employees who are employed as of the last day of school, benefits terminate on the August 31st following your final day of employment.

### Life Insurance

Employees are eligible to participate in the District's group life insurance plan, if they work a minimum of 20 hours per week.

#### *Basic Plan:*

The District offers a group life insurance plan in the amount of \$4,000 with an equal amount of accidental death and dismemberment coverage. The insurance coverage continues only as long as an employee remains in an eligible class of employees and contributions are made. The employee contributes 25% toward the premium cost. Coverage drops to \$2,000 at retirement.

#### *Voluntary Life Plan:*

Employees may purchase additional life insurance to supplement basic life insurance. This additional coverage is offered in increments of \$5,000 up to a maximum of \$20,000. Newly hired employees may elect to purchase optional life insurance without a medical examination. Any life insurance coverage at a later date requires evidence of insurability (medical examination). The insurance coverage continues as long as an employee remains as an active employee. Premiums for optional coverage are fully paid by the employee.

#### *Dependent Plan:*

Employees may also purchase a dependent life insurance policy, which includes accidental death and dismemberment coverage, as a supplement to basic life insurance. It is offered in increments of \$5,000 up to a maximum of \$20,000 for a spouse and/or child(ren). The insurance coverage continues only as long as an employee remains employed by the District. Coverage will automatically terminate after the employee reaches age 75. The premiums for dependent coverage are fully paid by the employee.

### Employee Assistance Program

The District offers an Employee Assistance Program (EAP) to all District employees, their families and household members at no charge to the employee. EAP is a confidential counseling service designed to assist employees and their families with various personal problems. EAP services include initial assessment, short-term counseling, referral and follow-up. The EAP is staffed by licensed professional counselors who are experienced working with a wide range of issues. EAP counselors can provide help for problems such as personal health, work and family life, stress, couples conflicts, parent/child issues, elder issues, financial problems, legal difficulties, and problems caused by dependency on alcohol or drugs. These services are strictly confidential and voluntary.

EAP also provides services to assist employees and supervisors with workplace behavior and conflict.

Appointments are available day and evening and on an emergency basis, 24 hours per day. To speak with a counselor, call 1-800-252-4555.

### Flexible Spending Account/Cafeteria Plan

Under the IRS Code, the District offers a Section 125 Plan also known as a "Cafeteria Plan". All employees automatically participate in the Pre-tax Premium Cafeteria Plan, which entitles employees to deduct insurance premiums on a pre-tax basis. The Cafeteria Plan also allows employees to voluntarily allocate pre-tax dollars to Flexible Spending Accounts (FSAs). FSAs can be established for two purposes:

1.) Out-of-pocket medical expenses and 2.) Dependent care expenses. Employees may institute FSAs when they are new employees or during FSA “open enrollment”.

FSAs are on a year-to-year basis. Expenses from each plan year must be reimbursed with funds set aside in that same FSA year. At the end of each year, current Flexible Spending Accounts will be closed out and new Flexible Spending Accounts may be opened for the following year. There is a grace period of 90 days to process your expenses from the prior year and submit them for reimbursement. After all reimbursements have been processed, any unused accounts left in the account will be forfeited at the end of each plan year. The payroll deductions in the accounts are “use” or “lose” funds. This prevents pre-tax income from being deferred into a new year. Therefore, it is recommended employees be conservative in projecting FSA expense estimates. Once each year, during the “open enrollment” period, employees are given the opportunity to re-enroll and make changes in FSA deductions.

The District offers both a Dependent Care and Medical Flexible Spending Account, which allows employees to contribute, on a pre-tax basis, to an account that allows for reimbursements for qualified expenses. Your contributions to these accounts are made via payroll deductions, before tax is calculated. New, eligible employees can participate the first day of employment. Upon hire, the HR Coordinator will provide information describing the plan in more detail.

#### 403(b) Retirement Plan

The District allows payroll deductions to be made to certain 403(b) retirement plans. The purpose of the plans is to encourage eligible employees to save on a pre-tax basis and to build a financial reserve for retirement. Under the plan, eligible employees may elect to have the District withhold a certain amount of their gross compensation (to a maximum amount per year prescribed by IRS regulations) and contribute that amount to the plan as a savings contribution. Employees may suspend their contributions at any time. Plan details are available from the HR Coordinator.

#### Unemployment Compensation

Employees whose employment is separated from the District may be eligible for unemployment compensation as long as they are available for and actively seeking employment and meet other legal requirements. To apply for unemployment compensation benefits, an individual must visit or call an office of the Massachusetts Department of Unemployment Assistance (DUA) where it will be determined whether or not the employee qualifies for benefits.

#### Disability Insurance

An employee is eligible for disability insurance through Unum Life Insurance Company of America if they are a member of the Massachusetts Teachers Association. Other employees may obtain disability insurance through Boston Mutual Life Insurance Co. Premiums for coverage are fully paid by the employee unless otherwise specified by your collective bargaining agreement or individual employment agreement. Please contact the Human Resources Department at Central Office for more information.

#### Workers' Compensation Insurance

Workers' Compensation is a system that protects employees who are injured on the job or contract a work-related illness. Workers' Compensation insurance pays for necessary medical treatment and partial wage replacement if you are out of work and/or have medical bills as a result of an injury on the job.

An injury, no matter how slight, must be reported to an immediate supervisor at once, so the “Supervisor's Accident Investigation Report” is completed. The school nurse (or supervisor if the school nurse is not available) will be responsible for the completion of the “First Report of Injury” form within 24 hours of the accident. All forms, once completed, should be submitted to the HR Coordinator for processing.

#### Payment for Lost Time

Worker's Compensation Insurance pays a pro-rated amount based on sixty percent of the prior twelve month's earnings.

Within 14 days of receiving the First Report of Injury form, the District's insurance company will begin to pay a portion of lost wages, or send a notice of denial that includes their reasons for denial of a claim. It is the policy of the District to allow employees to use earned sick and/or vacation leave (based on their collective bargaining agreement) to supplement workers' compensation benefits in order to receive full pay. After exhausting earned sick and vacation leave, the employee will only receive disability checks directly from the insurer.

Payment for the first five days of lost time due to a work-related injury or illness would be covered by earned sick leave days, unless the amount of time exceeds 21 days. If more than 21 days are lost, the first five days will then be covered retroactively by Worker's Compensation Insurance.

#### Medical Payments

Employees who incur a work-related injury may report to Southcoast Occupational Health located at 534 Prospect Street, Fall River, MA 02720. Any employee with a serious injury/illness should be immediately transported by ambulance to the local hospital (911). Employees have the right to choose their own health care provider.

When seeking medical attention, please inform all providers that it is a work-related incident and all bills should be directed to the District.

It is important that employees remain in contact with their department head and/or Human Resources Coordinator during any period of absence. Employees must obtain a written authorization to return to work from their treating physician and present it to their supervisor or department head before returning to any work responsibilities.

For further information, contact the Human Resources Department.

#### Continuing or Converting Your Group Health Insurance Coverage-COBRA

The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), and subsequent amendments, require that most employers sponsoring group health and dental insurance plans, offer employees and their families the opportunity for a temporary extension of health and dental coverage (called "continued coverage") at group rates at their own expense under specified conditions.

Employees and their dependents are eligible to continue health and dental insurance for up to 18 months when termination of insurance is due to reduction in hours worked, or upon termination of your employment (for reasons other than gross misconduct).

In addition, employees' eligible dependents may also extend coverage for up to 36 months in the District's group health and dental insurance plan in the event of the employee's death, divorce, legal separation, or entitlement to Medicare benefits, or when a child ceases to be eligible for coverage as a dependent under the terms of the plan.

COBRA participants will be charged the entire applicable premium, not just the portion paid when actively employed.

Employees will be notified within 14 days of separation and will be provided with information on COBRA including a COBRA Election Form. Election to continue coverage must be completed within 60 days after the date of the COBRA Election Notice. Benefits provided shall be identical to coverage for active, full-time employees and/or their dependents that are insured under the plan, but have not terminated their coverage.

#### Bereavement/Funeral Leave

When death occurs to a member of the employee's family, the employee will be compensated for time lost from your regular work schedule in accordance with the following guidelines:

A leave of absence, with pay, will be granted based upon your individual contract or bargaining agreement. One (1) day funeral leave will be granted per year to attend the funeral or memorial service of a family

member not listed in the collective bargaining agreement or individual contract at the discretion of the Superintendent.

Requests for bereavement leave should be made to your immediate supervisor, using the time and attendance program. Pay for bereavement leave will be made for actual time lost from work, at your regular rate of pay. If the death occurs at a time when work is not scheduled, payment will not be made. If a holiday or part of your vacation occurs on any of the days of absence, you may not receive holiday or vacation pay in addition to paid bereavement leave.

#### Holidays

Regular full-time employees may be eligible for holiday pay. Part-time employees receive a prorated benefit. Seasonal and temporary employees are not entitled to holiday pay. To determine the holidays that you are entitled to, please refer to your collective bargaining agreement or individual employment contract.

#### Jury/Witness Duty

If you are an employee who is summoned to jury duty or to appear in court as a witness in Massachusetts, the District will make up the difference between an employee's pay and compensation received for jury duty.

If serving in another state, the state law concerning jury/witness duty will guide the salary requirements for that employee's jury/witness duty. To qualify for jury or witness duty leave, you must enter into the time and attendance program the date(s) you will be out for jury duty as soon as you know, as well as a copy of the summons to serve as soon as it is received. In addition, proof of service must be submitted to the Human Resources Department when your period of jury or witness duty is completed. On any day or half-day you are not required to serve, you will be expected to report to work.

#### Meal Break

As an employee of the Somerset Berkley Regional School District or Somerset Public Schools working six (6) hours or more in a day, you are entitled to a meal break. Please refer to your individual contract or collective bargaining agreement to determine your meal break.

#### Sick Leave

The District recognizes that inability to work because of illness or injury may cause economic hardship. The District also recognizes that employees may require time off to secure necessary treatment for these illnesses or injuries for themselves or their family. For these reasons, the District provides paid sick days to fulltime employees. If you are unable to work because of sudden illness, notify your supervisor by no later than the start of your shift on each day of your absence.

Please refer to your individual contract or collective bargaining agreement to determine the amount of sick days you are entitled to or if sick days may be accumulated. Payments may be made for unused sick days at termination depending on your individual contract or collective bargaining agreement.

Requests for anticipated sick leave (such as for scheduled surgery) should be made to your immediate supervisor, as soon as is practicable, using the time and attendance program. Requests for unanticipated sick leave compensation (such as for a sudden illness) should be made to your immediate supervisor. Sick leave will be for actual time lost from work, at your regular rate of pay. If the illness occurs at a time when work is not scheduled, payment will not be made. If a holiday or part of your vacation occurs on any of the days of absence, you will not receive holiday or vacation pay in addition to paid sick leave.

You may be asked to provide medical documentation for any absence due to illness or injury. If you are sick for five consecutive work days (unless your individual contract or collective bargaining agreement specifies otherwise), you will be required to provide documentation from your health care provider. 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. Before returning to work,

you will need to provide a fit-for-duty certification from your physician, stating that you are medically fit to return to work.

### Personal Leave

The District recognizes the occasional need to attend to personal business which cannot be done outside normal working hours. For this reason, the District provides paid personal leave days to full-time employees. Please refer to your applicable collective bargaining agreement or individual employment contract to determine the number of paid personal leave days. Seasonal and contingent employees are not entitled to personal leave pay, but may be granted unpaid personal leave at the sole discretion of the supervisor.

Requests for personal leave should be made to your immediate supervisor, as soon as is practicable, but at least 48 hours in advance of the requested leave, using the time and attendance program.

### Vacation Leave

Because we recognize the importance of vacation time in providing the opportunity for rest, recreation, and personal activities or responsibilities, the District provides eligible (vacation time is typically available to full-year employees only) employees with paid vacation time.

Vacation leave may be front-loaded at the start of a given fiscal or contractual year. However, vacation is pro-rated for a partial year's employment.

### *Vacation Policies:*

Many positions are not entitled to vacation leave pay. Please refer to your individual contract or collective bargaining agreement to determine if your position receives vacation leave. For those that receive vacation leave, requests for vacation leave should be made to your immediate supervisor, as soon as is practicable, using the time and attendance program. Granting a vacation leave request is at the sole discretion of your supervisor, who will consider current workload and deadlines. Approval will not be unreasonably withheld. Pay for vacation leave will be made for actual time off from work, at your regular rate of pay. If a holiday or an illness occurs on any of the days of absence, you may not receive holiday or sick leave pay in addition to paid vacation leave.

### *Vacation Accumulation Rights:*

Although employees are expected to use all of their vacation leave before the end of each fiscal year, it is understood that this is not always possible. For this reason, an employee may choose to carry forward an accumulated balance. Please refer to your individual contract or collective bargaining agreement for language regarding carry over time of unused vacation into the next fiscal year.

### Family Medical Leave Act (FMLA)

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 12-month period. 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 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.

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.

Benefits, such as Health, Life, and Dental insurance coverage will 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 and shall be set off against the first paycheck upon the employee's return to work. 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 Dental 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.

Additional information pertaining to insurance benefits and the use of accrued leave credits while on an approved FMLA leave may be found in each respective collective bargaining agreement.

#### Massachusetts' Small Necessities Leave Act (SNLA)

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 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. Employees may be required to provide certification of the need for Small Necessities Leave. 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 family illness leave, personal leave, or vacation leave, as is applicable. Any paid time taken will still be counted toward SNLA leave.

#### Medical Leaves of Absence

If you expect to be absent for more than five (5) consecutive workdays as a result of an illness, injury, or disability you must submit a written request for medical leave to your supervisor and the Superintendent as far in advance of your anticipated leave date as practicable. If your absence is due to an emergency, you or a member of your immediate family must inform your supervisor or the head of your department as soon as is practicable; this should be followed up with a written leave request, submitted within three (3) days of the beginning of your leave. All medical leave requests must be accompanied by appropriate medical

certification from your physician, indicating the condition necessitating your leave request and your projected date of return to work.

If your leave request is granted, you are required to provide the District with additional physician's statements attesting to your continued disability and inability to work, at least once every thirty days, or more frequently if requested. Where applicable, Medical Leaves of Absence will count toward FMLA time. If an employee on medical leave is able to return to work prior to the return date given at the beginning of leave the District requests as much notice as practicable. Before returning to work following a medical leave, you must provide a fitness-for-duty certification from your health care provider, stating that you are medically fit to return to work. At the time the medical leave begins, any available sick time will be paid. Any unused vacation, personal, or family illness time will also be paid, if applicable, and if the employee so desires.

Benefits, such as Health, Life, and Dental insurance coverage will continue during this leave. The employee will be responsible for paying their share of the premiums that he/she normally pays when he/she is working. Premium payments should be sent to the Human Resources Coordinator. 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 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.

#### Military Leaves of Absence

An employee called to Reserve or National Guard duty will be compensated for the difference between military pay and regular (base) pay, not to exceed 17 days in any year, provided that said required training cannot take place other than during the school year. Satisfactory evidence of completion of the training period must be submitted to the Payroll Department. Military pay shall be considered to be all pay received for the entire 17-day period, including Saturdays and Sundays. Military leave shall not be charged to vacation time.

#### Extended Leave of Absence

You may be entitled to a leave of absence. Please refer to your individual contract or bargaining agreement for the provisions granted for a maternity leave or a general extended leave of absence.

Employees shall be entitled to eight (8) weeks of unpaid parental leave, for birth, adoption or placement of a child pursuant to a court order, pursuant to the Massachusetts Parental Leave Act (M.G.L. Ch. 149, Section 105D, also referred herein as "MPLA"). Paid sick, vacation or personal leave may be used for the employee's period of actual disability. The employee may be required to submit documentation from his/her health care provider certifying the period of disability.

As set forth above, eligible employees may also be entitled to use FMLA. Please refer to the provisions set forth above relative to FMLA leave regarding options for paid leave and benefit continuation. MPLA and FMLA will run concurrently, and shall not be combined to permit an employee to take more than 12 weeks of leave.

As soon as is practicable, employee must notify his/her supervisor when he/she anticipates leave will begin, and his/her anticipated return to work.

## 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 Bristol County 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.

## Section E: TECHNOLOGY

The Somerset Berkley Regional School District and Somerset Public Schools provide most staff access to computers, including electronic mail and the Internet. The District expects all faculty, students, staff, and associates to use the district's computers and networks, including the internet responsibly.

Employees shall use electronic mail only for purposes directly related to work-related activities. Employees shall not use a code, access a file, or retrieve any stored communication unless they have been given authorization to do so. (Authorization is not required each time the electronic media is accessed in performance of one's duties.) Each employee is responsible for the security of his/her own password.

All computing resources should be used in an effective, ethical, and lawful manner. Users are also expected to learn and follow normal standards of polite conduct and responsible behavior in their use of computer resources.

For more specific rules and guidelines regarding the use of the Internet, please refer to the School Committee policies (IJND, IJNDB, IJNDB-R-1) at the district website ([www.somersetschools.org](http://www.somersetschools.org)).

A user who violates district policy or administrative procedures will be subject to suspension or termination of system/network privileges and will be subject to appropriate disciplinary action and/or prosecution.

## Section F: UNDERSTANDING BY EMPLOYEE

I acknowledge that I have received a copy of the SBRHS and SPS Employee Handbook, and understand that it is my responsibility to read and be familiar with the Handbook and adhere to the District's policies.

I understand that the information in this Handbook represents guidelines only and that the Somerset Berkley Regional School District and/or the Somerset Public Schools reserve 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.

I also, understand that the policies in this handbook apply to all employees, including employees represented by a collective bargaining unit or who are working under an individual employment agreement, but are not intended to replace or amend employment terms or conditions that are set forth in an employee's 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 agreement. In the case of conflicts, the provisions of an applicable collective bargaining agreement or individual employment contract will always supersede the Handbook.

I also understand that any changes made by the 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, nor a guarantee of employment for any specific duration between the District and me, and that I should not view it as such. I understand that I should consult my supervisor or the Human Resources Coordinator if I have any questions that are not answered in this handbook.

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EMPLOYEE NAME

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DATE

Please return this acknowledgement form to Human Resources at Central Office within 7 days of receipt. The signed form will be included in your personnel file.