

# SECTION - A

## FOUNDATIONS AND BASIC COMMITMENTS

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## AA – 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.

Under the General Laws of Massachusetts,

"... Every town shall maintain... a sufficient number of schools for the instruction of all children who may legally attend a public school therein."

The public educational systems of Freetown and Lakeville structurally are departments of the towns operated under laws pertaining to education and under regulations of the Massachusetts Board of Education. The area served by the Freetown and Lakeville Public Schools is coterminous with the Towns of Freetown and Lakeville.

Established by law

The Freetown-Lakeville Regional School District is a regional school district formed pursuant to Chapter 71 of the General Laws of Massachusetts, as amended. It shall be a body politic and corporate with all the powers and duties conferred by law upon School Committees, and with additional powers and duties established in Chapter 71, S.16.

Freetown-Lakeville Regional-School District. The name of the school district shall be the Freetown-Lakeville Regional School District. It is in this name that the district conducts all business; titles its contracts; signs letterheads and publications; enters into contracts; sues and is sued; holds and conveys property.

District Boundaries. The district boundaries of the Freetown-Lakeville Regional School District include the towns of Freetown and Lakeville, Massachusetts.

The Freetown-Lakeville Regional School Committee is a body politic and corporate, organized in accordance with the "Agreement between the Towns of Freetown and Lakeville, Massachusetts with Respect to the Formation of a Regional School District", in which the powers, duties and liabilities of the regional school district are vested and exercised. Its legal authority is determined by Chapter 71 of the General Laws of Massachusetts, as amended.

LEGAL REFS: Constitution of Massachusetts, Part II, Chapter V, Section II  
M.G.L. 7:1  
M.G.L. 7:16

CROSS REF: BB School Committee Legal Status

Historical Note: Massachusetts has the oldest public school system in the nation. Dating back to 1647, the laws of the Massachusetts Bay Colony required towns to provide for a program of public education.

### **AAA – THE ORGANIZATION OF THE DISTRICT**

The "Agreement between the Town of Freetown and Lakeville, Massachusetts With Respect to the Formation of a Regional School District" defines the powers, duties and composition of the regional school district that shall be vested in and exercised by a regional district School Committee organized in accordance with the agreement, as amended. (See attached - Agreement between the Towns of Freetown and Lakeville, Massachusetts with Respect to the Formation of a Regional School District.)

**AAA-E-1 – AGREEMENT BETWEEN TOWNS OF FREETOWN AND LAKEVILLE,  
MASSACHUSETTS WITH RESPECT TO THE FORMATION OF A REGIONAL SCHOOL  
DISTRICT**

This AGREEMENT entered into pursuant to Chapter 71 of the General Laws of Massachusetts, as amended, between the Towns of Freetown and Lakeville hereinafter referred to as member towns. In consideration of the mutual promises herein contained, it is hereby agreed as follows:

**SECTION I THE REGIONAL SCHOOL COMMITTEE**

**A. Powers, Duties, and Composition**

The powers and duties of the regional school district shall be vested in and exercised by a Regional District School Committee hereinafter referred to as the Committee. The Committee shall consist of six members, three from each member town except that following acceptance of this agreement by the two member towns the original Committee shall be appointed as provided in Section I E. Of the three members from each member town, two shall be elected members and one shall be an appointed member. Elected members shall be those elected at annual town elections. Appointed members shall be those appointed by the local School Committee of each member town.

**B. Elected Members**

Commencing with the annual town election of 1958 each member town shall elect two members to serve on the Committee of whom one shall serve for a period of one year and one shall serve for a period of three years. Thereafter, at the expiration of the term of office of an elected member, the member town concerned shall at its annual election, elect one member to serve for a term of three years or until his/her successor is elected and qualified. Nothing herein contained shall prevent a member of the local School Committee of a member town from serving on the Committee as an elected member.

**C. Appointed Members**

Immediately after each annual town election, commencing with the annual election of 1958, the local School Committee of each member town shall appoint from its own membership one member to serve on the Committee for a term of one year or until his/her successor is appointed and qualified.

**D. Vacancies**

If a vacancy occurs among the appointed members, the local School Committee of the member town involved shall with thirty days appoint a member from its own membership to serve for the balance of the unexpired term. If a vacancy occurs a month the elected members, the selectmen and the remaining Committee members from the town involved shall within thirty days appoint member to serve until the next annual town election, at which election a successor shall be elected to serve for the balance of the unexpired term, if any.

E. Interim Committee

Within ten days after the establishment of the Regional School District, the moderator of each member town shall appoint three members, all of whom shall have been members of the Regional School District planning board which submitted this agreement (unless no such persons are available), and the six members so appointed shall serve until their successors are appointed, elected and qualified and provided in Section I B. and Section I C.

F. Organization

Promptly upon the appointment and qualification of the original members and annually thereafter upon the annual election, appointment and qualification of successors, the Committee shall organize and choose by ballot a chairperson from its own membership. At such meeting or at any other meeting the said Committee shall appoint a treasurer and secretary who may be the same person but who need not be members of the Committee, choose such other officers as it deems advisable, and determine the terms of office and prescribe the powers and duties of any of its officers. At the organization meeting, the Committee shall fix the time and place for its regular meetings and for the first annual meeting. At every annual meeting, the Committee shall again fix the time and place for its regular meetings and for the first annual meeting. At every annual meeting, the Committee shall again fix the time and place for its regular meetings and for the succeeding annual meeting. The committee may provide for the calling of special meetings.

G. Quorum

The quorum of the committee for the transaction of business shall be four, but a lesser number may adjourn.

**SECTION II TYPE OF REGIONAL SCHOOL DISTRICT**

The Regional District School shall be a Junior-Senior High School, consisting of grades seven through twelve, inclusive. The Committee is hereby authorized to establish and maintain state-aided vocational education, acting as trustees therefor, in accordance with the provisions of Chapter 74 of the General Laws and acts amendatory thereto or dependent thereon; if the Committee deems it desirable.

### SECTION III LOCATION OF THE REGIONAL DISTRICT SCHOOL

The Regional District School shall be located within the district on any part of a site which shall be located within a three-mile radius of the point where the Lakeville-Freetown Line crosses Route 140.

### SECTION IV APPOINTMENT AND PAYMENT OF COSTS

#### A. Classification of Costs

For the purpose of apportionment to the member towns, all costs of the district shall be classified as capital costs or operating costs.

#### B. Capital Costs

Capital costs shall include all expenses in the nature of capital outlay such as the cost of real estate, cost of buildings and additions to buildings and costs of remodeling and making extraordinary repairs to building or additions to buildings including without limitation the cost of original equipment and furnishings for such buildings or additions, plans, architects' and consultants' fees, grading and other costs incidental to placing school buildings and additions and related premises in operating condition. Capital costs shall also include the payment of principal and of interest on bonds or other obligations issued by the District to finance capital costs.

#### C. Operating Costs

Operating costs shall include all costs not included in capital costs as defined in Section IV B. but including interest on temporary notes issued by the District in anticipation of revenue.

#### D. Apportionment of Capital Costs

Capital costs shall be apportioned to the member towns annually in December for the ensuing calendar year as follows: Payment of principal and interest on notes or other obligations issued by the Regional School District to finance capital costs shall be apportioned to the member towns for the calendar years 1957 and 1958 as follows:

Freetown	58.5%
Lakeville	47.15%

The Regional District School, determined as to any member towns by adding together the percentage which its equalized valuation on October 1 of the year in which the apportionment is determined bears to the total equalized valuations of all the member towns on the same date and percentage which its pupil enrollment in the Regional District School on the aforesaid October 1 bears to the total pupil enrollment of all the member towns in the Regional District School on the same date and dividing this sum by two. In the event that enrollment in the Regional District School has not been accomplished on October 1 of any year in which the apportionment is so determined, pupil enrollment shall be the number of pupils in grades 7 through 12 residing in each member town and receiving education at such town's expense on the said October 1. All other capital costs shall be so apportioned on the basis of equalized valuations and pupil enrollments prevailing on October 1 next preceding the date on which the apportionment is determined by the Committee. Equalized valuation shall mean the valuation of the towns as determined by the General Court for the purpose of establishing the basis of apportionment of state and county taxes, the latest of such enactments being Chapter 559 of the Acts of 1945.

E. Appointment of Operating Costs

Operating costs for the first calendar year next following the establishment of the Regional School District and for every calendar year thereafter shall be apportioned to the member towns on the basis of their respective pupil enrollments in the regional school. Each member town's share for each calendar year shall be determined by computing the ratio which that town's pupil enrollment in the Regional District School on October 1 of the year in which the apportionment is determined bears to the total pupil enrollment from all the member towns in the Regional District School on the same date. In the event that enrollment in the Regional District School has not been accomplished by October 1 of any year, operating costs shall be apportioned on the basis enrollment in grades seven through twelve of pupils residing in each member town and receiving education at such town's expense on October 1 of that year.

F. Times of Payment of Apportioned Costs

Each member town shall pay its proportionate share of the capital and operating costs to the Regional School District each year in four equal installments no later than the tenth day of April, June, September and December.

G. Provisions Applicable Forthwith

The foregoing provisions of this section IV shall be applicable forthwith upon establishment of the Regional School district and are intended to apply to expenses of the district prior to the completion of the initial school building as well as thereafter.

## SECTION V TRANSPORTATION

School transportation shall be provided by the Regional School District and the cost thereof shall be apportioned to the member towns as an operating cost.

## SECTION VI AMENDMENTS

A. Limitation

This agreement may be amended from time to time in the manner hereinafter provided, but no such amendment shall be made which shall substantially impair the rights of the holders of any bonds or notes or other indebtedness of the district then outstanding, or the rights of the district to procure the means for payment thereof, provided that nothing in this section shall prevent the admission of a new town or towns to the district and the reapportionment accordingly of capital costs of the district represented by bonds or notes of the district then outstanding and of interest thereon.

B. Procedure

A proposal for amendment may be initiated by a majority vote of all the members of the Committee. Any such proposal for amendment shall be presented to the secretary of the Committee who shall mail or deliver a notice in writing to the Board of Selectmen of each of the member towns that a proposal to amend this agreement has been received and shall enclose a copy of such proposal. The Selectmen in each member town shall include in the warrant for the next annual or a special town meeting called for the purpose an article stating the proposal or the substance thereof. Such amendment shall take effect upon its acceptance by each of the member towns.

## SECTION VII ADMISSION OF ADDITIONAL TOWNS

By an amendment of this agreement adopted under and in accordance with section VI above, any other town or towns may admitted to the Regional School District upon adoption as therein provided of such amendment and upon acceptance by the town or towns seeking admission of the agreement as so amended and also upon compliance with such provisions of law as may be applicable and such terms as may be set forth in such amendment.

## SECTION VIII WITHDRAWAL

- A. Any member town may, by vote at an annual or special town meeting, petition to withdraw from the District on June 30<sup>th</sup> of the year named in the vote, but not sooner than the second June 30<sup>th</sup> following the date of said vote, under terms to be stipulated in a proposed amendment to this agreement, and subject to the provisions of Section VI except as otherwise provided herein, provided
- (1) that the town seeking to withdraw shall remain liable for any unpaid operating costs which have been certified by the District Treasurer to the treasurer of the withdrawing town, including the full amount so certified for the year in which such withdrawal takes effect and;
  - (2) that the said town shall remain liable to the District for its share of the indebtedness, other than temporary debt in anticipation of revenue, of the District outstanding at the time of such withdrawal, and for interest thereon, to the same extent and in the same manner as though the town had not withdrawn from the District, except that such liability shall be reduced by any amount which such town has paid over at the time of withdrawal and which has been applied to the payment of such indebtedness. Pursuant to such vote, the town seeking to withdraw shall give at least one year's written notice to the District of its intention to withdraw.
- B. Thereupon, the Regional District School Committee shall draw up and initiate an amendment to the agreement providing for the withdrawal of the petitioning town. The town seeking to withdraw shall cease to be a member town if the proposed amendment is then approved in the following manner and order;
- (1) by a vote of the town seeking to withdraw and;
  - (2) by a vote of the remaining member town.
- C. The withdrawing town's annual share of any future installment of principal and interest on obligations outstanding on the effective date of its withdrawal shall be fixed at the percentage prevailing for such town at the last annual apportionment made next prior to the effective date of the withdrawal. The remainder of any such installment after subtracting the shares of any town or towns which have withdrawn shall be apportioned to the remaining member towns in the manner provided in Section IV D.
- D. Upon the effective date of withdrawal, the terms of office of all members serving on the Regional District School Committee from the withdrawing town shall terminate and the total membership of the Committee, as provided in Section I A, shall be decreased accordingly.



- E. Money received by the District from the withdrawing town for payment of funded indebtedness or interest thereon shall be used only for such purpose and until so used shall be deposited in trust in the name of the District with a Massachusetts Bank or Trust company having a combined capital and surplus of not less than \$5,000,000.

## SECTION IX WITHDRAWAL

### A. Initial Budget

Within sixty days after the Committee is organized, it shall prepare a reasonably detailed operating and maintenance budget covering expenses, if any, for the balance of the then calendar year. Copies of such proposed budget shall be submitted to the Chairperson of the finance or Advisory committee of each member town, or if there is no finance or Advisory Committee in a member town, to the Chairperson of the Board of Selectmen of such town, for its consideration. A budget shall be adopted not earlier than fourteen days but within thirty days after the proposed budget has been so submitted. The amount of the said budget shall be apportioned between the member towns according to the provisions in Section IV thereof. The treasurer shall certify to each member town its respective share of said budget. The sums thus certified shall be payable forthwith by each member town to the Committee but only from funds which may be or may have been appropriated by each member town for such purpose, if any.

### B. Tentative Maintenance and Operating Budget

Thereafter, on or before November 1, the Committee shall annually prepare a tentative maintenance and operating budget for the ensuing calendar year, including therein provision for any installment of principal or interest to become due in such year on any bonds or other evidences of indebtedness of the district and any other capital costs to be apportioned to the member towns in such year. The said budget shall be in reasonable detail, including the amounts payable under the following classifications of expenses and such other classifications as may be necessary:

1. General Control
2. Expenses of Instruction
3. Operation of Plant
4. Maintenance of Plant
5. Auxiliary Agencies
6. Outlay
7. Debt Service
8. Cost of Transportation
9. Special Charges

Copies of such tentative budget shall be mailed to the Chairperson of the finance or Advisory Committee of each member town; or if there is no finance or Advisory Committee in a member town, to the Chairperson of the Board of Selectmen of such town.

C. Final Maintenance and Operating Budget

The Committee shall on or before December 1 in each year adopt an annual maintenance and operating budget for the ensuing calendar year, said budget to include debt and interest charges and any other current capital costs as separate items, and shall apportion the amounts necessary to be raised in order to meet the said budget in accordance with the provisions of Section IV D. and IV E. The amounts so apportioned for each member town, shall, prior to December 31 of each year preceding the calendar year to which said budget relates, be certified by the District Treasurer to the treasurers of the member towns, and each town shall be liable for and shall appropriate the amounts so certified to it.

**SECTION X INCURRING OF DEBT**

Within three days after the date on which the Committee authorizes the incurring of debt, other than temporary debt in anticipation of revenue to be received from member towns, the said Committee shall cause written notice of the date of said authorization, the sum authorized, and the general purpose or purposes for authorizing such debt, to be given to the Board of Selectmen of each member town. The notice for which provision is herein made shall be deemed to have been duly given to a Board of Selectmen of a member town if delivered to the Chairperson of said Board or if mailed by registered or certified mail with in time specified, postage prepaid and addressed to the Chairperson of said Board at the Selectman's office or at his/her last known permanent address in such town. Within thirty days after the date on which the Committee authorizes the incurring of said debt, the Selectmen of each member town shall call a town meeting for the purpose of expressing approval or disapproval of the amount of said debt and if at such meeting a majority of the voters present and voting thereon express disapproval of the amount authorized by the Committee, the said debt shall not be incurred and the Committee shall thereupon prepare an alternative proposal and a new or revised authorization to incur debt.

**SECTION XI TUITION STUDENTS**

The committee may accept for enrollment in the Regional District School pupils from towns other than the member towns on a tuition basis and on such terms as it may determine. Income received by the Regional District School from tuition pupils shall be deducted from the total operating costs in the next annual budget to be prepared after the receipt thereof, prior to apportionment under Section IV E. to the member towns.

**SECTION XII EMPLOYMENT OF TEACHERS AND EXTENSION OF TENURE**

All teachers in positions to be superseded by the establishment of the Regional District School shall be given preferred consideration for similar positions in the Regional District School to the extent that such positions exist therein. Any such teacher who on the date of his/her contract of employment with the district is then on tenure shall continue to serve on al tenure basis.

**SECTION XIII JURISDICTION**

The establishment of the Regional School District shall not affect the obligation of the member towns to provide education in grades seven through twelve, inclusive, until such time as the Regional District School Committee shall notify the local School Committee of the member towns that the Regional District School is in proper condition and prepared to function.

**AAA-E-2 AMENDMENT NUMBER 1 TO THE AGREEMENT**

**FOR THE ESTABLISHMENT OF THE FREETOWN-LAKEVILLE REGIONAL SCHOOL DISTRICT**

The agreement for the establishment of the Freetown-Lakeville Regional School District is hereby amended as follows:

1. By striking out Section II and inserting in place thereof the following section:

**SECTION II TYPE OF REGIONAL SCHOOL DISTRICT**

The Regional School District shall include all grades from grade five through grade twelve. The Committee is hereby authorized to establish and maintain state-aided vocational education, acting as trustees therefor, in accordance with the provisions of Chapter 74 of the General Laws and acts amendatory thereof or dependent thereon; if the Committee deems it desirable.

2. By striking out Section III and inserting in place thereof the following Section:

**SECTION III SCHOOLS OF THE DISTRICT**

Any Regional School constructed to accommodate the pupils from both member towns in any one or more of the grades from five through twelve shall be located within the district on any part of a site which shall be located within a three-mile radius of the point where the Lakeville-Freetown line crosses Route 140. As soon as feasible the Committee shall take the necessary action to construct a middle school to accommodate the pupils from both member towns attending grades five through eight. The Committee shall assume jurisdiction over the pupils in grades five and six when the middle school opens.

3. By striking out Section IV and inserting in place thereof the following section:

**SECTION IV APPORTIONMENT AND PAYMENT OF COSTS**

**A. Classification of Costs**

For the purpose of apportioning assessments levied by the District against the member towns, costs shall be divided into two categories: capital costs and operating costs.

**B. Capital Costs**

Capital costs shall include all expenses in the nature of capital outlay such as the cost of acquiring land, the cost of constructing, reconstructing, or adding to a school building or buildings, the cost of remodeling or making extraordinary repairs to a school building or buildings, the cost of constructing sewerage systems and sewerage treatment and disposal facilities or the cost of the purchase or use of such systems with a municipality, and any other item of capital outlay for which a Regional School District may be fees, grading and other costs incidental to placing school buildings and additions, sewerage systems and sewerage treatment and disposal facilities, and any premises related to the foregoing in operating condition. Capital costs shall also include payment of principal of and interest on bonds, notes or other obligations issued by the District finance capital costs.

C. Operating Costs

Operating costs shall include all costs not included in capital costs as defined in subsection IV (B), but including interest on temporary notes issued by the District in anticipation of revenue.

D. Apportionment of Capital Costs

Capital costs, including debt service on bonds or notes issued by the District to finance capital costs, in connection with any particular District School shall be apportioned on the basis of each member town's pupil enrollment in such school. Each member town's share shall be determined by computing the ratio which its pupil enrollment in such school on October 1 of the year next preceding the year for which the apportionment is made bears to the total pupil enrollment from all the member towns in such school on that date. If there is no enrollment in such school on the aforesaid October 1, the apportionment of debt service with respect thereto shall be made on the basis of the estimated pupil enrollment from each member town in such school on the aforesaid date had there been any enrollment, and for every year thereafter the method of apportioning capital costs as set forth in this subsection shall apply to the outstanding bonds of the District dated December 15, 1958 which were issued for the construction of the initial Regional School.

E. Apportionment of Operating Costs

Operating costs, and any capital costs not apportioned pursuant to subsection IV (D), for every calendar year shall be apportioned to the member towns on the basis of their respective pupil enrollments in the Regional District Schools. Each member town's share shall be determined by computing the ratio which that town's pupil enrollment in the Regional District Schools on October 1 of the year next preceding the year for which the apportionment is determined bears to the total pupil enrollment from all the member towns in the Regional District Schools on the same date. If there is no enrollment in the aforesaid schools on such date, operating costs shall be apportioned on the basis of enrollment in all the grades from five through grade twelve of pupils residing in each member town and receiving education at such town's expense on that date.

F. Times of Payment of Apportioned Costs

Each member town shall pay to the District in each year its proportionate share, certified as provided in subsection IX (C), of the capital and operating costs. The annual share of each member town shall be paid in such amounts and at such times that at least the following percentages of such annual share shall be paid on or before the dates indicated, respectively:

Times of Payment:

April 1	25%
June 1	60%
September 15	75%
November 15	100%

4. By striking out Section XII and inserting in place thereof the following section:

## **SECTION XII EMPLOYMENT OF TEACHERS AND EXTENSION OF TENURE**

Any teacher in grades five or six in any of the member towns who is serving at the discretion of the local School Committee at the time the district assumes jurisdiction over the pupils in grades five and six shall be employed by the Regional District School Committee to serve at its discretion. Any teacher in grades five or six in any of the member towns who is not serving.

At the discretion of the local School Committee at the time the committee assumes jurisdiction over the pupils in grades five and six shall be given preferred consideration for similar positions in the Regional district Schools to the extent that such positions exist herein.

**AAA-E-3 AMENDMENT NUMBER 2 TO THE AGREEMENT**

**FOR THE ESTABLISHMENT OF THE FREETOWN-LAKEVILLE REGIONAL SCHOOL DISTRICT**

Pursuant to the provisions of Chapter 510 of the Acts of 1970, the Agreement entered into between the towns of Freetown and Lakeville, Massachusetts as amended pursuant to which the Freetown-Lakeville Regional School District was established and now operates is hereby further amended by adding the following Section XIV:

**SECTION XIV FISCAL YEAR AND TIMES OF PAYMENT OF APPORTIONED COSTS**

The fiscal year or period of the District shall be the same as the fiscal period of the member towns as provided by law, and the work year or fiscal year as it relates in this Agreement to a fiscal or budget year shall mean the fiscal year of the District.

Notwithstanding the provisions of Section IV.7, as amended by Section IV.7 of the amendment #1, of this Agreement, the dates on or before which the respective percentages of the annual share of costs of the District apportioned to each member town shall be paid as follows:

25%	October 15
35%	December 15
15%	March 15
25%	May 15

provided, however, that for the fiscal period beginning January 1, 1973 and ending June 30, 1974 the dates on or before which the respective percentages of the costs of the district for said period apportioned to each member town shall be paid as follows:

15%	April 1, 1973
25%	June 1, 1973
10%	September 15, 1973
15%	November 15, 1973
15%	April 1, 1974
20%	June 1, 1974

This section shall be effective only to the extent that Chapter 849 of the Acts of 1969 as amended shall be in effect.

**INSERT SIGNATURES OF THE SCHOOL COMMITTEE**

SOURCE: Freetown-Lakeville

**AAA-E-4 AMENDMENT NUMBER 3 TO THE AGREEMENT**

**FOR THE ESTABLISHMENT OF THE FREETOWN-LAKEVILLE REGIONAL SCHOOL DISTRICT**

Pursuant to the provisions of Chapter 1025 of the Acts of 1973, the Agreement entered into between the towns of Freetown and Lakeville, Massachusetts as amended pursuant to which the Freetown-Lakeville Regional School District was established and now operates is hereby further amended as follows:

1. By striking out Section IV F and substituting the following section:

F. Times of Payment of Apportioned Costs.

1. Capital costs. At least fifteen (15) days before the date on which any indebtedness (consisting of interest or principal and interest on bonds or notes) incurred by the District to finance capital costs is payable, each member town shall pay to the District its share of the amount which is so payable by the District on said date. All other capital costs not consisting of payments on account of indebtedness as aforesaid shall be paid in the same manner as operating costs.
2. Special Operating costs and Operating costs. Each member town shall pay to the district in each fiscal year its proportionate share, determined as provided in subsections IV (C) and IV (D), of the special operating costs and operating costs. The annual share of each member town shall be paid in twelve (12) equal installments at such times that each installment except the first shall be paid on or before the first day of each month of the fiscal year, and the first such installment shall be paid on or before the fifteenth day of the first month of the fiscal year.

2. By striking out Section IX and substituting the following section:

**SECTION IX BUDGET**

Not less than thirty days prior to the date on which the committee adopts its final budget for the ensuing fiscal year, the Committee shall annually prepare a tentative operating and maintenance budget, including therein provision for any installment of principal or interest to become due in such year on any bonds, notes or other evidence of indebtedness of the District. The said budget shall be in reasonable detail, including the amounts payable under the classification of expenses as recommended by the Massachusetts Department of Education. Copies of such tentative budget shall be mailed to the chairperson of the finance or Advisory Committee of each member town.



Not later than fifteen days following the date on which copies of the tentative operating and maintenance budget are mailed to the Chairperson of the finance or Advisory Committee of each member town as aforesaid, the Committee shall hold a public hearing within the District, after posting in at least two public places each member town, at least seven days in advance of the hearing, a notice stating the time, place, and purpose of the hearing and giving such further notice as may be required by law. At such hearing, the committee shall present the tentative budget and shall answer any reasonable inquiries with respect thereto. The Committee shall adopt an annual operating maintenance budget on or before the latest date therefor permitted by law, but in no event later than (March 31). Said budget shall include debt and interest charges as a separate item, for the ensuing fiscal year, and the said Committee shall apportion the amounts necessary to be raised in order to meet the said budget in accordance with the provisions of subsections (D) and (E) of Section IV. The amounts so apportioned to each member town shall, not later than thirty days following adoption of the final annual budget, be certified by the District treasurer to the treasurer of such member town, and each member town shall, at its next annual town meeting, appropriate the amounts so certified to it.

3. By striking out Section XIV (as added in Amendment No. 2) and substituting the following section:

#### **SECTION XIV FISCAL YEAR**

The fiscal year or period of the district shall be the same as the fiscal period of the member towns as provided by law, and the work year or fiscal year as it relates in this Agreement to a fiscal or budget year shall mean the fiscal year of the District. The fiscal year begins on July 1 and ends of June 30 of the following calendar year.

**INSERT SIGNATURES HERE**

**AAA-E-5 AMENDMENT TO THE AGREEMENT**

**FOR THE ESTABLISHMENT OF THE FREETOWN-LAKEVILLE REGIONAL SCHOOL DISTRICT**

The Agreement for the establishment of the Freetown-Lakeville Regional School District is hereby amended as follows:

Section IV,D, Apportioning of capital costs, as most recently amended in relevant parts by an amendment dated February 20, 1973 is further amended by inserting a new second paragraph and subsections to the provisions of Article IV, D which new provisions read:

For purposes of renovating and reconstructing the George R. Austin Middle School and in order to accommodate a lack of available elementary class space, the towns of Freetown and Lakeville agree that the Regional School Committee will accept a request from a member town to house elementary grade Freetown and/or Lakeville students at a regional school facility, which is subject to the jurisdiction of the Regional School District Committee by this agreement.

In the event the Regional School District Committee votes to incur debt for purposes of renovation and construction in order to convert the existing GRAMS facility into a 750 pupil intermediate school serving both towns, the Town of Lakeville shall be guaranteed, except as provided below, a total student enrollment of 550 pupils, more or less, and the Town of Freetown shall be guaranteed a total enrollment of 200 pupils, more or less, for the duration of the debt attributable to the renovation and construction of this facility. Freetown shall not pay any additional capital costs for such new renovation or construction to the George R. Austin facility, except as provided below, until such time as its student enrollment exceeds its Grade 5 pupil enrollment as of October 1, 2003

New capital costs associated with the renovation or reconstruction of the George R. Austin facility not apportioned pursuant to sub-section IV,D as an existing capital cost at the time this amendment is accepted shall be paid first in each year of the project from revenue in operational budgets which exceeds the amount of the principal and interest paid on previously bonded debt in fiscal year 2002 and then by apportioning capital costs to each town based on pupil enrollment. After application of said revenue the Town of Lakeville shall be entirely responsible for all capital costs associated with such renovation and construction provided, however, that if Freetown's prior year's October 1<sup>st</sup> enrollment exceeds its enrollment as of October 1, 2003 in any given year, that portion of the capital costs associated with the per capita share for each Freetown pupil enrolled in excess of the number of Freetown students enrolled as of October 1, 2003 shall be apportioned to the Town of Freetown in accordance with the provisions of subparagraph D existing as of July 1, 2001. If the student enrollment at GRAMS exceeds 600 the Regional School District Committee shall meet to study the question whether the GRAMS facility should be expanded to accommodate the additional growth. In such an event, the additional capital costs attributable to renovation or construction to create a building with a capacity greater than 750 pupils will be apportioned in accordance with the provisions of subparagraph D existing as of July 1, 2001.

Thereafter, the remaining balance of the calculated new capital costs for said reconstruction and renovation shall be apportioned to each member town by computing the ratio which that town's pupil enrollment in George R. Austin facility as of October 1<sup>st</sup> of that year bears to the total pupil enrollment for Regional Students enrolled in George R. Austin facility from all the member town's that year. In subsequent years each town's share of the new capital costs shall be recalculated annually based on the ratio which it's pupil enrollment in such school on the proceeding October 1<sup>st</sup> bears to the total pupil enrollment for all member towns in such school on that date.

## **AB - 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. They also have 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 communications with citizens of the communities. The public will be kept informed of the progress and problems of the school systems, and citizens will be urged to bring their aspirations and feelings about their public schools to the attention of these bodies, 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 the 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 communities in matters involving public education. The committee recognize that ultimate responsibility for public education rests with the state, but individual School Committees have been assigned specific authority through state law. The committees will not relinquish any of their authority since they believes that decision-making control over the children's learning should be in the hands of local citizens as much as possible.

## AC - 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 in the following statements of the School Committees' intent to:

1. Promote the rights and responsibilities of all individuals as set forth in the State and Federal Constitutions, pertinent legislation, and applicable judicial interpretations.
2. Encourage positive experiences in human values for children, 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 Committees' 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, gender, gender Identity, religion, national origin, sexual orientation, homelessness, or disability, pregnancy or pregnancy related conditions. If you have a complaint or feel that you have been discriminated against because of your race, color, gender, gender identity, religion, national origin, sexual orientation, homelessness, or disability, register your complaint with the Title IX compliance officer.

LEGAL REFS.: Title VI, Civil Rights Act of 1964, Amended  
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  
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 2600  
Board of Education Chapter 766 Regulations, adopted 10/74, as amended through  
3/28/78

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

SOURCE: Freetown-Lakeville Regional School District

**AC-R - GRIEVANCE PROCEDURES TITLE VI, CHAPTER 622, TITLE IX, SECTION 504,  
CHAPTER 766 EMPLOYEES, STUDENTS, PARENTS**

**Title VI, Chapter 622**

It is the policy of the Freetown-Lakeville Regional School District to comply with Chapter 622 and Title VI of the Civil Rights Act of 1964 which prohibits discrimination on the basis of race, color, religion, and national origin.

Title VI and Chapter 622 make it clear that all aspects of public school education must be fully open and available to members of both sexes and all minority groups. No public school may exclude a child from any course, activity or resource available in that school on account of race, color, sex, religion, national origin or sexual orientation.

\*Policy Manual Section AC

**Title IX**

It is a policy of the Freetown-Lakeville Regional School District to comply with Title IX which prohibits discrimination on the basis of sex.

Title IX states that: "No person in the United States shall on the basis of sex, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any education program or activity receiving Federal financial assistance."

\*Policy Manual Section ACA

**Section 504**

It is a policy of the Freetown-Lakeville Regional School District to comply with Section 504 which prohibits discrimination on the basis of mental or physical handicap for students and employees.

Section 504 of the Federal Rehabilitation Act of 1973 provides that: "No otherwise qualified handicapped individual in the United States shall, solely by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

\*Policy Manual Section ACE

## Grievance Procedure

Any grievances from parents, students or employees based on instances of possible non-compliance with Title VI, Chapter 622; Title IX; or Section 504 should be reported to the Director of Business, Freetown-Lakeville Regional School District on grievance forms which are available in the Director of Business office, Superintendent's Office, or Principal's Office.

If a student, parent or an employee in the Freetown-Lakeville Regional School District feels a violation of any of these laws exists, he or she should take the following action:

1. Contact the Principal of the school, or the immediate supervisor, in writing, to inform him or her of the existence of a possible violation with details of the case. Request that the discriminatory situation be corrected as soon as possible.
2. If the matter is not resolved at the conference or in written communication within five (5) working days, the aggrieved individual should present his or her complaint in writing, to the Director of Business.
3. The Director of Business within five (5) working days after receipt of the written complaint will meet with the individual filing the complaint, in an effort to resolve the matter.
4. If the complaint is still unresolved within five (5) working days after said meeting with the Director of Business, the aggrieved individual should present the complaint, the writing, to the Superintendent of Schools and so notify the Director of Business.
5. The Superintendent of Schools and the Director of Business shall meet with the aggrieved individual in an effort to resolve the complaint. If the complaint is still unresolved after five (5) working days, the individual should now present the complaint, in writing, to the School Committee and so notify the Director of Business.
6. Upon receiving the complaint, the matter shall be placed upon the agenda of the School Committee for consideration at the next regular School Committee meeting. The School Committee shall meet with the individual filing the complaint in an effort to resolve the matter. All meetings under this procedure with the School Committee shall be held in accordance of the open meeting law in the Commonwealth of Massachusetts, if appropriate, and shall include only parties in interest and their designated or selected representatives.
7. If the complaint cannot be resolved by and between the School Committee and the person filing the complaint the matter may be submitted to:

Office of Civil Rights  
Boston, MA, 02110-1491  
E-mail: [OCR.Boston@ed.gov](mailto:OCR.Boston@ed.gov)  
Department of Education  
U.S. Department of Education  
Telephone 617-289-0111

350 Main Street  
33 Arch Street, Suite 900  
FAX 617-289-0150  
Or  
Massachusetts State  
Malden, MA 02148

8. Under Chapter 622, it is possible to file a grievance with respective School Committee.

NOTE: Parents, Students and Employees may file a complaint at any time with the Office of Civil Rights or State Department of Education.

\*Policy Manuals available for review in the Building Principal's Office or Office of the Superintendent.

## **ACA - NONDISCRIMINATION ON THE BASIS OF GENDER**

The School Committee, in accordance with Title IX of the Education Amendments of 1972, declares that the school system does not and will not discriminate on the basis of gender or gender identity in the educational programs and activities of the public schools. This policy will extend not only to students with regard to educational opportunities, but also to employees with regard to employment opportunities.

The School Committee will continue to ensure fair and equitable educational and employment opportunities, without regard to gender, to all of its students and employees.

The Committee will designate an individual to act as the school system's Title IX compliance officer. All students and employees will be notified of the name and office address and telephone number of the compliance officer.

LEGAL REFS.: Title IX of the Education Amendments of 1972  
45 CFR, Part 86, (Federal Register, 6/4/75)  
M.G.L. 76:5; 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, amended 10/24/78  
Board of Education 603 CMR

CROSS REG.: A.C. Nondiscrimination



## ACAB - SEXUAL HARASSMENT

All persons associated with the Freetown-Lakeville Regional School District including, but not necessarily limited to, the Committee, the administration, the staff, and the student, 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. Because the Freetown-Lakeville 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 Committee will annually appoint a sexual harassment grievance officer who will be vested with the authority and responsibility of processing all sexual harassment complaints in accordance with the procedure set out in Policy ACAB-R.

### Grievance Officer

Director of Business  
98 Howland Road  
Lakeville, MA 02347

(508) 923-2000

## ACAB-R - SEXUAL HARASSMENT

### 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 the grievance officer. 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 facts.
  - d. On the basis of the grievance officer's perception of the situation he/she may:
    - (1) Attempt to resolve the matter informally through reconciliation.
    - (2) 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 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.

LEGALS 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

## **ACAC - HARASSMENT POLICY**

The Freetown-Lakeville Regional School Districts shall provide a learning environment that promotes and encourages an appreciation of diversity. Individual differences of students within School District policies and procedures are appreciated and respected. All students can expect to learn and thrive without encountering harassment about individual differences.

This policy applies to bias crimes, civil rights violations, bias incidents and bias-related harassment occurring on school premises or property, or in the course of school-sponsored activities, including those outside of school if there is a detrimental effect on the school or educational climate.

Creation of a hostile environment is defined as engaging in prohibited activities that tend to degrade a student's self-esteem and/or ability to learn and thrive in school and at school-related activities. Prohibited activities include but are not limited to, harassment about race, gender, sexual preference, handicap, religion, ethnic or social group, appearance, dress, learning style, interests, or behaviors.

Bullying behaviors are also prohibited. Such behaviors include, but are not limited to, teasing, verbal harassment, unwanted touches, physical attacks intentional damage or theft of personal property and/or ostracism. Anyone who has been subject to or has observed any of these behaviors or situations will come forward and report such incidents,

All reports of such conduct will be investigated and action will be taken under the guidelines of an individual school's disciplinary code. The administration will act to investigate all complaints, either formal or informal, verbal and/or written harassment (including electronic), of sexual or bias-related harassment or violations of civil rights and to take appropriate action against any pupil, teacher, administrator, or other school personnel who is found to have violated this policy. Guidance and/or counseling to all parties to the incident shall be made available.

This policy will be placed in all Faculty and Student Handbooks.

Approved:               September 20, 2000  
                              Freetown School Committee  
                              Lakeville School Committee  
                              Freetown-Lakeville Regional School Committee

## ACE - NONDISCRIMINATION ON THE BASIS OF DISABILITY

Title II of the Americans With Disabilities Act of 1992 requires that no qualified individual with a disability shall, because 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.

### Communication

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, a 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, assisted 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.

### Notice

The district shall make available to applicants, participants, beneficiaries, and other interested persons information regarding the provisions of Title II of the American With Disabilities Act (ADA) and its applicability to the services, programs, or activities of the district. The information shall be made available in such a manner as the School Committee and Superintendent find necessary to apprise such persons of the projections against discrimination assured them by the ADA.

### Compliance Coordinator

The district shall designate at least one employee to coordinate its efforts to comply with and carry out its responsibilities under Title II of ADA, including any investigation of any complaint communicated to it alleging its noncompliance or alleging any actions that would be prohibited under ADA. The district shall make available to all interested individuals the name, office address, and telephone number of the employee(s) so designated and shall adopt and publish procedures for the prompt and equitable resolution of complaints alleging any action that would be prohibited under the ADA. The school system receives federal financial assistance and must comply with the above requirements. Additionally, the School Committee is of the general view that:

Discrimination against a qualified handicapped person solely on the basis of handicap is unfair; and

To the extent possible, qualified handicapped persons should be in the mainstream of life in a school community. Accordingly, employees of the school system will comply with the above requirements of the law and policy statements of this committee to ensure nondiscrimination on the basis of handicap.

LEGAL REFS.: Rehabilitation Act of 1973, Section 504  
Education For All Handicapped Children Act of 1975  
M.G.L. 71B:1 et seq. (Chapter 766 of the Acts of 1972)  
Title II, Americans with Disabilities Act of 1992  
Board of Education Chapter 766 Regulations, adopted 10/74, as amended  
through 3/28/78

CROSS REFS: IGB, Support Services

Revised October 3, 2000

## **AD - DISTRICT-WIDE MISSION STATEMENT**

The Freetown-Lakeville Regional School District exists to provide all children with a safe haven to develop intellectually, emotionally, artistically, socially and athletically in an environment that stresses tolerance and understanding. This environment fosters respect for the diversity of our school community. We are also mindful of our responsibility to establish an ethical approach to learning in all of our students. Our communities recognize and respond to the diverse human needs of students and consider developmental differences, individual strengths, human frailties and ambitions of our students and families. As we focus on students learning, we recognize the reality that our students must be life-long learners who are enabled to succeed in a global society as invested citizens.

Adopted December 20, 2000

### **ADC - TOBACCO USE 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

## ADDA - BACKGROUND CHECKS

It shall be the policy of the Freetown-Lakeville Regional School District to obtain all available Federal and State background information through SAFIS (Statewide Applicant Fingerprint Identification Services) and CORI (Criminal Offender Record Information), as allowed by law, of all employees and prospective employees of the school department including any individual who regularly provides school related transportation (including taxi cab drivers) to children. Any fees associated with such background checks shall be the responsibility of the individual.

In accordance with 603 CMR 51.00 regulations and employee shall be defined as “an individual working, applying to work, in a Massachusetts public or private school. Employees shall include any substitute employee, apprentice, intern, or student teacher, or individuals in similar positions”. A subcontractor is defined as “an individual not employed by the school employer but commissioned by the school committee or school, or employed by the city or town to perform work on school grounds with students. Such individuals may be the employees of a contractor or vendor hired by a school, or may be independent contractors or service providers hired by a school or may be performing services on school grounds under a contract or lease with the school, school district, city or town”. A volunteer is defined as “an individual who performs a service for a school employer on an unpaid basis, who is not an apprentice, intern, or student teacher.

The School Committee may require that chaperones, volunteers, subcontractors, fellow school committee members, student teachers, and practicum students be required to submit to a federal background check through SAFIS in addition to the already required CORI if they have direct and unmonitored contact with children. Any fees associated with such background checks shall be the responsibility of the individual.

The Superintendent, Human Resources, or their certified designees shall periodically, but not less than every three years, obtain all available Criminal Offender Record Information from the criminal history systems board on all employees, individuals who regularly provide school related transportation to children, including taxicab company employees, and volunteers who may have direct 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 and/or Statewide Applicant Fingerprint Identification Services for any subcontractor or laborer who performs work on school grounds, and who may have direct and unmonitored contract with children, and shall notify them of this requirement and comply with the appropriate provisions of this policy.

Pursuant to Massachusetts Regulation 603 CMR 51.00 “Direct and unmonitored contact with children shall mean contact with students when no other employee, for whom the employer has made a suitability determination pursuant to 603 CMR 51.00 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 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.”



If an individual is required to submit to a SAFIS or CORI 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 for SAFIS or personal information for CORI. In addition, the applicant or employee will be provided with all information needed to successfully register for a fingerprinting appointment.

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 a request form authorizing receipt by the district of all federal and state background check data from the criminal history board. In the event that an individual has questions concerning the signing of the request form, he/she may meet with the Superintendent; however, failure to sign the CORI request form may result in a referral to local counsel for appropriate action. Completed request forms must be kept in secure files.

The School Committee, Superintendent, or their designees certified to obtain information under this policy, shall prohibit the dissemination of school information for any purpose other than to further the protection of school children. All federal and state background records will be kept in a locked cabinet, separate from personnel files in the Business Office. SAFIS and CORI results are not subject to the public record law.

When no longer needed, criminal record information and any suitability determinations will be destroyed by shredding paper copies and/or by deleting all electronic copies from the electronic storage location, including any backup copies or files. CORI data may be retained for not more than three years. SAFIS data may be retained for not more than the life employment or volunteer duties.

All background check information is subject to strict state and federal laws, rules and regulations. Criminal history information 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, the FBI, and the Executive Office of Public Safety & Security. Failure to comply with such rules and regulations could lead to sanctions. Federal law prohibits the exchange of records and information and could be 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 criminal history information.

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

Criminal history record information shall only be store 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 laws and rules, and regulations, have been implemented to ensure the security and confidentiality of information. Each individual involved in the handling of such information is to familiarize himself/herself with these safeguards. In addition to the above, each individual involved in the handling of such information will strictly adhere to the portions of this policy on the storage, retention, and destruction of such information. SAFIS and CORI results are not subject to the public record law.

The hiring authority, subject to applicable law, reserves the exclusive right concerning any employment decision made pursuant to Chapter 385 of the Acts of 2001. The employer may consider

the following factors when reviewing a federal or state background check: the type and nature of the offense; the date of the offense and whether the individual has been subsequently arrested, as well as any other factors the employer deems relevant. Unless otherwise provided by law, a criminal record will not automatically disqualify an applicant. Rather, determinations of suitability based on CORI or SAFIS checks will be made consistent with this policy and any applicable law or regulations.

For SAFIS results, a record of suitability determination will be retained. The following information will be included in the determination- the name, date of birth of the applicant; the date on which the school employer received the national criminal history check results; and the suitability determination (either “unsuitable” or “suitable”). A copy of the individual’s suitability determination document 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.

If a criminal record is received from the Criminal History Systems Board (CHSB), the Superintendent will closely compare the record provided by CHSB with the information on the CORI request form and any other identifying information provided by the applicant, to ensure the record related to the applicant.

If the district is inclined to make an adverse decision based on the results of any federal or state background check, the applicant will be notified immediately. The applicant shall be provided with a copy of the criminal record and the district’s Background Check policy, advised of the part(s) of the record that make the individual unsuitable for the position or license, and given an opportunity to dispute the accuracy and relevance of the CORI or SAFIS record.

The Superintendent shall ensure that on the application for employment and/or volunteer form there shall be a statement that as a condition of employment or volunteer service the school district is required by law to obtain Criminal Offender Record Information for any employee, individual who regularly provides school related transportation, or volunteer who may have direct and unmonitored contact with children. Current employees, person’s regularly providing school related transportation, and volunteer shall also be informed in writing by the Superintendent prior to the periodic obtaining of their Criminal Offender Record Information.

The Superintendent shall amend employment applications to include questions concerning criminal records (see attachment) which the Massachusetts Commission against Discrimination has determined may legally asked of prospective employees. Any employment application which seeks information concerning prior arrests or convictions of the applicant shall include the following statement: “An applicant for employment with a sealed record on file with the commissioner of probation may answer ‘no record’ with respect to an inquiry herein relative to prior arrests or criminal court appearances or convictions. An applicant for employment with a sealed record on file with the commissioner of probation may answer ‘no record’ to any inquiry herein relative to prior arrests or criminal court appearances. In addition, any applicant for employment may answer ‘no record’ with respect to any inquiry relative to prior arrests, court appearances and adjudications in all cases of delinquency or as a child in need of service which did not result in a complaint transferred to the court for criminal prosecution.”

If the Superintendent is inclined to make an adverse decision on an individual’s criminal record, the school district will take the following steps prior to making a final adverse determination:

- Provide the individual with a copy of his/her record used in making the adverse decision;

- Provide the individual with a copy of this policy;
- Provide the individual with the opportunity to complete or challenge the accuracy of his/her record; and
- Provide the individual with information on the process for updating, changing, correcting, or sealing the record.

A final adverse decision based on an individual's criminal record will not be made until the individual has been afforded a reasonable time, depending on the particular circumstances but not more than 30 days, to correct, or complete the criminal record.

Pursuant to state law and regulation, if the school 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 school 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 background checks. The school district 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 school district discovers information from a state or national criminal record check about a licensed educator or applicant for a Massachusetts Educator License that implicates grounds for licensure action pursuant to the regulation, the school district shall report to the Commissioner in writing within 30 days of the discovery, regardless of whether the school 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 regulation to the Commissioner and shall also send a copy of the criminal record check results to the employee or applicant.

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 the 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.

As soon as possible after the district obtains the certification from the criminal history systems board to receive CORI and/or SAFIS data, the Superintendent shall obtain such data for any person then providing volunteer service, as a condition of continued service.

LEGAL REFS.: M.G.L.71:38R, 151B, 276, &100A, St.2002,c.385

P.L. 92-544; Title 28 U.S.C. & 634; Title28 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

### ADDA-R - C.O.R.I REQUIREMENTS

Applicants challenging the accuracy of the policy shall be provided a copy of the Criminal History Systems Board's (CHSB) Information Concerning the Process in Correcting a Criminal Record. If the CORI record provided does not exactly match the identification information provided by the applicant, the Superintendent will make a determination based on a comparison of the CORI record and documents provided by the applicant. The Superintendent may contact the CHSB and request a detailed search consistent with CHSB policy.

If the Superintendent reasonably believes the record belongs to the applicant and is accurate, based on the information as provided in district policy, then the determination of suitability for the position or license will be made. Unless otherwise provided by law, factors considered in determining suitability may include, but not be limited to the following:

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

The Superintendent will notify the applicant of the decision and the basis of the decision in a timely manner.

### ADDA-E-1 - 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 failure to recite or acknowledge such information as he has a right to withhold by 804 CMR 3.02.



**AE - 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: