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## **SCHOOL DISTRICTS' LEGAL STATUS**

The legal basis for public education in the Dover, Sherborn, and Dover-Sherborn Regional schools, ("Schools") 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 Schools operate under laws pertaining to education and under regulations of the Massachusetts Board of Education.

Established by law

LEGAL REFS.: Constitution of Massachusetts, Part II, Chapter V, Section II  
M.G.L. 71:1

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.

FIRST READING: September 22, 2009

SECOND READING: May 22, 2012

ADOPTED: May 22, 2012

SOURCE: MASC

## AGREEMENT BETWEEN THE TOWNS OF DOVER AND SHERBORN, 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

WITNESSETH that

WHEREAS the towns of Dover and Sherborn desire to form a Regional School District as prescribed by said chapter 71; and

WHEREAS such towns desire to enter into an agreement with respect thereto in the form provided by Section 14B of said Chapter 71

NOW THEREFORE, in consideration of the foregoing and of the mutual promises herein contained, the towns of Dover and Sherborn do mutually agree as follows:

1. Number, Composition, Method of Selection in Terms of Office of the Members of the Regional District School Committee. The powers, duties, and liabilities of the Regional School District shall be vested in and exercised by the Regional District School Committee. Such committee shall consist of six members, of which three shall be elected by the town of Dover and three by the town of Sherborn, except that the three initial members from each town shall forthwith following acceptance of this agreement by both towns respectively be appointed by the school committee of each town, to hold office until the next annual election of such town. At such election the first succeeding members of the Committee from each town shall respectively be elected by the town, one member from each town to hold office until the first succeeding, one until the second succeeding, and one until the third succeeding annual election of such town. Thereafter all members elected at the expiration of the terms of elected members shall be elected to three-year terms at the Annual Elections of the towns. If a vacancy occurs during the term of office of a member, the successor shall be appointed to serve until the next Annual Election of such member's town by the remaining members of the Committee from such town, and a successor shall then be elected for the unexpired term, if any. Promptly upon election of the initial members and any successors, the regional district school committee shall organize the selection by ballot from their number of a chairman and by the appointment of a secretary and treasurer who may be the same person. The secretary and treasurer need not be members of the committee. The treasurer shall receive and take charge of all money belonging to the District and shall pay all bills of the District which shall have been approved by the Committee. The treasurer may by vote of the Committee be compensated for his services and shall be subject to sections 35, 52, and 109A of chapter 41 of the General Laws to the extent applicable as heretofore or hereafter amended.

\*2. Location of Regional District School. The Regional District School shall be located on a suitable site in the town of Dover or the town of Sherborn to be selected by the Regional District School Committee, such site to have reasonable facility to access to both towns.

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++++ Type of Regional District School. The Regional District School shall consist of grades 6 through 12, inclusive.

\*\*\*3. Type of Regional District School. The Regional District School shall consist of grades 7 through 12, inclusive.

4. Apportionment of Expenses and Other Items. The several costs of construction and operation of the District and payments of principal and interest on its bonds and other evidences of indebtedness shall be apportioned as follows:

\*\*\*\*(a) apportionment factors defined.

(1) the use apportionment factor to a Town at any time, shall mean the ratio of the number of pupils from such town in grades 6 through 12, inclusive, receiving education at the town's expense to the total number of pupils in such grades in both towns so receiving education. For purposes of this Agreement during the interval between academic years the use apportionment factor shall be that at the close of the preceding academic year. The term "academic" as used in the agreement means the calendar months in which the Regional District is in session.

+ (2) the census apportionment factor of a town for any fiscal year shall mean the ratio of the number of children in grades 5 through 11 inclusive, whose parents or guardians are residents of the town and who are enrolled for full-time attendance in public and vocational schools and classes in the Commonwealth and nonpublic schools anywhere on October 1 of the preceding fiscal year ascertained and recorded by the school committee of such town in the manner required by General Laws, chapter 72, section 2 (amended by Acts of 1966, Chapter 14, section 62) to the total number of such children in both towns on said date.

+ (b) Funded Capital Costs and Interest Thereon. Each installment of principal and interest on bonds or other evidences of indebtedness issued before January 1, 1967 and representing the capital cost of the facilities of the Regional School District shall be apportioned to each town on the basis of its use apportionment factor at November 1 preceding the fiscal year in which such installment is due. Seventy-five percent of each installment of principal and interest on bonds or other evidences of indebtedness issues after January 1, 1967 and representing the capital cost of the facilities of the Regional School District shall be apportioned to each town on the basis of its use apportionment factor at November 1 preceding the fiscal year in which such installment is due. Twenty-five percent on each installment of principal and interest upon bonds or other evidences of indebtedness issued after January 1, 1967 and representing the capital cost of the facilities of the Regional School District shall be apportioned to each town on the basis of its census apportionment factor for the fiscal year in which such installment is due. The treasurer of each town shall pay to the treasurer of the district the amount of such town's share of each installment of principal or interest 15 days before its due date, provided that if in 1973 the date of such installment shall precede the Annual Meeting of the Town and the treasurer may not legally make such payment, payment shall be made immediately after such Annual Meeting.

+ (c) Operating Expenses. Operating expenses shall be determined monthly and apportioned and billed by the district to each town on the basis of its use apportionment factor at November 1 the preceding fiscal year. Billing shall be made at the end of each month and payments made by each Town on or before the 15th day of the next month, except that the billings for June (including the estimated operating expenses for the rest of the month) shall be made on or before June 22 and payment made on or before June 30.

(d) Payments Not to Exceed Budget. The amounts required to be paid by each town under paragraphs (b) and (c) of this section shall in no event exceed in any fiscal year the amount of the annual budget certified in such town under General Laws, chapter 71, section 16B as amended, and section 8 of this agreement.

+ (e) Adjustments. As of September 30 in each year the apportionment of operating expenses for the preceding 12 months shall be recomputed by months on the basis of use apportionment factor at the close of each month (the use apportionment factor for the last month of academic year being taken at the close such academic year). Any resulting adjustment of the total annual operating expense payable by each town shall be made by credit or debit, as may be appropriate on each Town's share of the budget for the ensuing fiscal year.

(f) Apportionment of State and Federal Aid. Sums received by the district as federal or state aid shall be credited to each Town in the same proportion in which such Town has borne or is obligated to bear the expense with respect to which such a with granted.

(g) Apportionment Provisions Applicable Forthwith. The foregoing provisions of this section 4 shall be applicable forthwith on execution of this agreement and are intended to apply to expenses of the district prior to completion of the school as well as thereafter.

5. Transportation. Transportation to and from the Regional District School and any other transportation for Regional School purposes shall be the responsibility of the Regional School District and its cost an ordinary operating expense.

6. Separation – Admission of Other Towns. Neither town may separate from the district during the life of any bonds or other evidences of indebtedness issued by the Regional School District except as herein provided. If all such bonds or other indebtedness shall have been paid in full or the Town which desires to separate shall have paid its share of installments of principal and interest on such indebtedness to date and shall have made irrevocable deposit with a bank or trust company having combined capital were surplus of not less than five million dollars (\$5,000,000.) of funds for the purpose sufficient to meet such Town's share of any future maturing installments of principal and interest on any such bonds or other indebtedness, such Town may, upon the giving of one year's written notice of its intention to do so, pursuant to a majority vote of such Town at an annual or special meeting called for the purpose, withdraw from the Regional School District at the conclusion of any academic year. Until such future liability has been discharged, however, the withdrawing Town shall to the extent thereof, remain liable with respect to such bonds or other indebtedness as if it had not withdrawn. The withdrawing town's share of future maturing principal and interest shall be computed on the basis of its allocation factor at the time of giving such notice.

By amendment of this Agreement adopted in accordance with Section 7, and complying with the proviso therein contained, any other town or towns may be admitted to the Regional School District upon compliance with such provisions of law as may be applicable in such terms as may be set forth in such amendment. Such terms shall be comparable to those herein contained with any adjustments appearing desirable in light of the size and location of the additional town or other factors.

7. Amendment of Agreement. This agreement may be amended in any manner approved by both Towns at an annual meeting or special meeting called for the purpose, provided that no such amendment shall affect any obligation previously contracted by the Regional School District or affect in any manner the liability of the Regional School District upon or of the respective Towns with respect to the payment of principal or interest upon any bonds or other evidences of indebtedness issued by the Regional School

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District.

++8. Preparation and Submission of Budgets. At the opening of each academic year, the Regional District School Committee shall as promptly as practicable proceed with the preparation of a budget for the ensuing fiscal year including 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. Upon the preparation of such budget, and not later than seven days prior to the date when the final budget is required to be adopted as provided herein, the Committee shall hold a public hearing in the Regional High School at which it shall present the proposed Regional School budget and shall answer any reasonable inquiries with respect thereto. Promptly after the holding of such hearing, the Regional District School Committee shall meet for the purpose of adopting a final budget with such modifications in the tentative budget as they may consider necessary or desirable. Not later than 45 days prior to the earliest date on which the business session of the annual town meeting of any member town is to be held, but not later than March 31, the committee shall adopt a budget and shall deliver the same to its treasurer for certification as hereinafter provided, but said budget need not be adopted prior to February 1. Within 30 days from the date on which the budget is adopted by the Committee, but not later than April 30, the Treasurer of the Regional School Committee shall certify to the Treasurer of each of the respective Towns its share of such budget, subject to any adjustment required by paragraph (e) of section 4. The proportionate shares shall be based upon the apportionment factors of the respective towns at November 1 of the current year. Each Town shall at its next annual meeting appropriate the amount so certified.

+++8 (a) Outside Special Education Costs. The net cost of all special education programs for school age children required by law to be placed in educational facilities other than those of the district shall not be included as an operating expense or apportioned but shall be paid in full by the Town which would otherwise have been liable for the same but for the fact of the child's enrollment in the District's schools.

9. Subcommittees. The Regional School Committee may from time to time create subcommittees, the members of which need not be members of the Regional District School Committee, and assign to such committees, subject to the supervision of the Regional District School Committee, such advisory functions as the Regional District School Committee may determine. Without limiting the generality of the foregoing the Regional District School Committee may, to assisted in the construction of the regional school building, appoint a building committee to advise it with respect to plans, specifications, appointment of architects, engineers, the awarding of contracts, the supervision of construction, and any other assistance which the Regional District School Committee may desire.

10. Agreement Not to Limit Statutory Powers. Except as otherwise expressly provided herein no provision of this Agreement shall in any manner be deemed to limit any power now or hereafter conferred by law upon the Regional School District or the Regional District School Committee established hereby.

REGIONAL SCHOOL DISTRICT PLANNING BOARD

s/ Sherwin D. Badger s/ Vivian B. Levya  
s/ David H. Treadwell s/ Alfred H. Lincoln  
s/ J. Wilbert Hutton s/ Charles H. Stockton

Approved

***The Public Schools of Dover and Sherborn***

The Commonwealth of Massachusetts  
Department of Education  
s/ John J. Desmond, Jr.

The Commonwealth of Massachusetts  
Emergency Finance Board  
s/ Salvatore E Aloise  
s/ Morton H. Burdick  
s/ William A. Noonan  
s/ Herman B. Dine

March 24, 1953

March 20, 1953

\*As amended by votes taken at the annual town meetings, Monday, March 7, 1960, in the towns of Dover and Sherborn.

\*\*This sentence amended by votes taken at the annual town meetings, Monday, March 9, 1964, in the town of Dover and Sherborn. (Refers to section 8, second sentence – later further amended, see + below.)

\*\*\*As amended by votes taken at the annual town meetings, March 14, 1966, in Dover and Sherborn.

\*\*\*\*As amended by votes taken at the special town meetings, December 12, 1966, in Dover and Sherborn.

+ As amended by vote of the Dover Sherborn Regional School District Committee on January 2, 1973 as implemented under section 4 of chapter 1025 of the Acts of 1973 and is authorized under general law chapter 510 Acts of 1970. Amended by votes taken at annual town meetings: Sherborn on April 24, 1989, Dover on May 1, 1989, as follows: by deleting there from section 4 (e), which is known as the "prior year's adjustment" clause, to be effective for fiscal year 1992.

+ + As amended by vote of the Dover Sherborn Regional School District Committee on January 7, 1974, as implemented under section 4 of chapter 1025 of the Acts of 1973 and as authorized under General Law chapter 510 Acts of 1970.

+ + + As amended by votes taken at annual town meetings: Sherborn – April 20, 1980; Dover – May 12, 1980.

+ + + + As amended by votes taken at special town meetings: Dover – October 24, 1994; Sherborn – November 29, 1994

June, 1982

September, 1989

December, 1994

***The Public Schools of Dover and Sherborn***

## THE PEOPLE AND THEIR SCHOOLS

The School Committees have 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 Committees therefore affirm and declare their intent to:

1. Maintain two-way communication with citizens of the communities. The public will be kept informed of the progress and problems of the school system, and citizens will be urged to bring their aspirations and feelings about their Schools to the attention of the bodies, which have been chosen to represent them in the management of public education.
2. Establish policies and make decisions on the basis of declared educational philosophy and goals. All decisions made by this Committees 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 Committees 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 this authority since it believes that decision-making control over the children's learning should be in the hands of local citizens as much as possible.

FIRST READING: September 22, 2009

SECOND READING: May 22, 2012

ADOPTED: May 22, 2012

SOURCE: MASC



## NONDISCRIMINATION

Public schools have the responsibility to overcome, insofar as possible, any barriers that prevent children from achieving their potential. The Schools will do their part. This commitment to the community is affirmed by the following statements that the School Committees intend 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 Schools, 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 Schools 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, sex, religion, national origin, sexual orientation, , or disability. If someone has a complaint or feels that they have been discriminated against because of their race, color, sex, gender identity, religion, national origin, sexual orientation or disability, their complaint should be registered with the Title IX compliance officer.

LEGAL REFS.: Title VI, Civil Rights Act of 1964  
Title VII, Civil Rights Act of 1964, as amended by the Equal Employment  
Opportunity Act of 1972  
Executive Order 11246, as amended by E.O. 11375  
Equal Pay Act, as amended by the Education Amendments of 1972  
Title IX, Education Amendments of 1972  
Rehabilitation Act of 1973  
Education for All Handicapped Children Act of 1975  
M.G.L. 71B:1 et seq. (Chapter 766 of the Acts of 1972)  
M.G.L. 76:5; Amended 2011  
M.G.L.76:16  
BESE regulations 63 CMR 26.00 Amended 2012  
BESE regulations 603 CMR 28.00

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

FIRST READING: October 21, 2014

SECOND READING: Dover School Committee October 29, 2014,  
Dover-Sherborn Regional School Committee November 4, 2014  
Sherborn School Committee November 18, 2014

ADOPTED: November 18, 2014

SOURCE: MASC

## NONDISCRIMINATION ON THE BASIS OF SEX

The School Committees, in accordance with Title IX of the Education Amendments of 1972, declare that the Schools do not and will not discriminate on the basis of sex in educational programs and activities. This policy will extend not only to students with regard to educational opportunities, but also to employees with regard to employment opportunities.

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

The Committees 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)  
  
BESE 603 CMR 26.00

CROSS REF.: AC, Nondiscrimination

FIRST READING: October 21, 2014

SECOND READING: Dover School Committee October 28, 2014  
Dover-Sherborn Regional School Committee November 4, 2014  
Sherborn School Committee November 18, 2014

ADOPTED: November 18, 2014

SOURCE: Dover-Sherborn Regional Committee

## SEXUAL HARASSMENT

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

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

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

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

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

**The Grievance Officer:**

The Superintendent will annually appoint grievance officer(s) who will be vested with the authority and responsibility of processing all sexual harassment complaints in accordance with the procedure set out below. The grievance officer is:

Assistant Superintendent  
157 Farm St.  
Dover, MA 02030  
(508) 785-0036:

**Complaint Procedure:**

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

2. The grievance officer will attempt to resolve the problem in an informal manner through the following process:
  - a. The grievance officer will confer with the charging party in order to obtain a clear understanding of that party's statement of the facts, and may interview any witnesses.
  - b. The grievance officer will then attempt to meet with the charged party in order to obtain his/her response to the complaint.
  - c. The grievance officer will hold as many meetings with the parties as is necessary to establish the facts.
  - d. On the basis of the grievance officer's findings, he/she shall:
    - Attempt to resolve the matter informally through reconciliation; and/or
    - 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. In addition to the above, if an employee believes he/she has been subjected to sexual harassment, he/she may file a formal complaint with either or both of the government agencies set forth below. Using our complaint process does not prohibit him/her from filing a complaint with these agencies. Each of the agencies has a short time period for filing a claim (EEOC- 180 days; MCAD-6 months).

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

The Massachusetts Commission Against Discrimination ("MCAD")	
Boston Office	Springfield Office
One Ashburton Place	424 Dwight Street
Room 601	Room 220
Boston, MA 02108	Springfield, MA 01103
(617) 727-3990	(413) 739-2145

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

FIRST READING: September 22, 2009

SECOND READING: May 22, 2012

ADOPTED: May 22, 2012

SOURCE: MASC

## **NONDISCRIMINATION ON THE BASIS OF A DISABILITY**

Title II of the Americans With Disabilities Act of 1992 requires that no qualified individual with a disability shall, because the Schools' 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 Schools or be subject to discrimination. Nor shall the Schools 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 Schools.

### **Reasonable Modification**

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

### **Communication**

The Schools 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 Schools 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 Schools. In determining what type of auxiliary aid or service is necessary, the Schools shall give primary consideration to the requests of the individuals with disabilities.

### **Auxiliary Aids and Services**

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

### **Limit of Required Modification**

The Schools are 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 cause undue financial and administrative burdens. Any decision that, in compliance would fundamentally alter the service program, or activity or unduly burden the Schools 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 Schools shall make available to applicants, participants, beneficiaries, and other interested persons information regarding the provisions of Title II of the Americans With Disabilities Act (ADA) and its applicability to the services, programs, or activities of the Schools. 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 Schools 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 Schools 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 Committees are of the general view that:

1. Discrimination against a qualified person solely on the basis of a disability is unfair; and
2. To the extent possible, qualified persons with a disability 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 the Committees to ensure nondiscrimination on the basis of disability.

The compliance coordinator is:

Assistant Superintendent  
157 Farm St.  
Dover, MA. 02030  
(508) 785-0036:

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, Special Instructional Programs and Accommodations  
                          IGBA, Programs for Handicapped Students

FIRST READING:       September 22, 2009

SECOND READING:     May 22, 2012

ADOPTED:             May 22, 2012

SOURCE:              Dover-Sherborn Regional Committee



## **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 Schools policy and requirements of state law.

LEGAL REF:	M.G.L. 71:37H
FIRST READING:	September 22, 2009
SECOND READING:	May 22, 2012
ADOPTED:	May 22, 2012
SOURCE:	MASC

## **BACKGROUND CHECKS**

It shall be the policy of the Schools that, as required by law, a state and national fingerprint criminal background check will be conducted to determine the suitability of full or part time current and prospective school employees, who may have direct and unmonitored contact with children. School employees shall include, but not be limited, to any apprentice, intern, or student teacher or individuals in similar positions, who may have direct and unmonitored contact with children.

The Committees shall only obtain a fingerprint background check for current and prospective employees for whom the Committees have direct hiring authority. In the case of an individual directly hired by the School Committees, the Chair of each School Committee shall review the results of the national criminal history check. The Superintendent shall also obtain a state and national fingerprint background check for any individual, who regularly provides school related transportation to children. The School Committees, Superintendent or Principal as appropriate may obtain a state and national fingerprint criminal background check for any volunteer, subcontractor or laborer commissioned by a School Committee, school or employed by a town to perform work on school grounds, who may have direct and unmonitored contact with children. School volunteers and subcontractors/laborers who may have direct and unmonitored contact with children must continue to submit state CORI checks.

The fee charged by the provider to the employee and educator for national fingerprint background checks shall be paid by the employee. The Schools shall continue to obtain periodically, but not less than every 3 years, from the Department of Criminal Justice Information Services (DCJIS) all available criminal offender record information (CORI) for any current and prospective employee or volunteer within the Schools who may have direct and unmonitored contact with children.

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

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

### **Requesting Criminal History Record Information (CHRI) Checks**

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

### **Access to CHRI Checks**

All CHRI is subject to strict state and federal rules and regulations in addition to Massachusetts CORI laws and regulations. CHRI cannot be shared with any unauthorized entity for any purpose, including subsequent hiring determinations. All receiving entities are subject to audit by the Massachusetts DCJIS and the FBI, and failure to comply with such rules and regulations could lead to sanctions. Federal law and regulations provide that the exchange of records and information is subject to cancellation if dissemination is made outside of the receiving entity or related entities. Furthermore, an entity can be charged criminally for the unauthorized disclosure of CHRI.

### **Storage of CHRI Checks**

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

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

### **Retention and Destruction of CHRI Checks**

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

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

CHRI checks will be kept for the above purposes in a secure location in the Office of the Superintendent.

When no longer needed, CHRI checks and any summary of CHRI data must be destroyed by shredding paper copies and/or by deleting all electronic copies from the electronic storage location, including any backup copies or files. The shredding of paper copies of CHRI checks by an outside vendor must be supervised by an employee of the district.

### **CHRI Training**

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

### **Determining Suitability**

In determining an individual's suitability, the following factors will be considered: these factors may include, but not necessarily be limited to: the nature and gravity of the crime and the underlying

conduct, the time that has passed since the offense, conviction and/or completion of the sentence, nature of the position held or sought, age of the individual at the time of the offense, number of offenses, any relevant evidence of rehabilitation or lack thereof and any other factors deemed relevant by the district.

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

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

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

#### **Relying on Previous Suitability Determination.**

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

The suitability determination was made within the last seven years; and

The individual has not resided outside of Massachusetts for any period longer than three years since the suitability determination was made; and either

The individual has been employed continuously for one or more school employers or has gaps totaling no more than two years in his or her employment for school employers; or

If the individual works as a substitute employee, the individual is still deemed suitable for employment by the school employer who made a favorable suitability determination. Upon request of another school employer, the initial school employer shall provide documentation that the individual is still deemed suitable for employment by the initial school employer.

#### **Adverse Decisions Based on CHRI**

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

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

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

### **Secondary Dissemination of CHRI Checks**

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

The following information will be recorded in the log:

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

### **Reporting to Commissioner of Elementary and Secondary Education**

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

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

### **CORI REQUIREMENTS**

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

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

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

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

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

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

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

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

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

The Superintendent shall amend employment applications to include questions concerning criminal records which the Massachusetts Commission against Discrimination has determined may be 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 commission of probation may answer ‘no record’ with respect to an 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 compliant transferred to the superior court for criminal prosecution.”

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

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

FIRST READING: October 21, 2014

SECOND READING: Dover School Committee October 28, 2014  
Dover-Sherborn School Committee November 4, 2014  
Sherborn School Committee November 18, 2014

ADOPTED: November 18, 2014

SOURCE: MASC

## **CORIPOLICY**

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

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

### **CONDUCTING CORI SCREENING**

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

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

### **ACCESS TO CORI CHECKS**

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

### **CORI TRAINING**

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

### **USE OF CRIMINAL HISTORY IN BACKGROUND SCREENING**

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

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

### **VERIFYING A SUBJECT'S IDENTITY**

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



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

### **INQUIRING ABOUT CRIMINAL HISTORY**

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

### **DETERMINING SUITABILITY**

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

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

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

### **ADVERSE DECISIONS BASED ON CORI CHECKS**

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

### **SECONDARY DISSEMINATION LOGS**

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

FIRST READING: October 21, 2014

SECOND READING: Dover School Committee October 28, 2014  
Dover-Sherborn School Committee November 4, 2014  
Sherborn School Committee November 18, 2014

ADOPTED: November 18, 2014

SOURCE: MASC

## **SCHOOLS' WELLNESS PROGRAM**

The Dover, Sherborn and Dover-Sherborn Regional Schools are committed to providing a safe and healthy environment that enhances the learning and development of life long wellness. It is, therefore, the Schools' goal to promote the physical, emotional, and social wellness of students and staff through coordinated implementation.

### **I. Physical Activity**

The Schools require students to be enrolled in physical, and health education providing students with information about life-long wellness including physical activities and nutrition awareness.

### **II. Nutrition**

The Schools' Food Service operation complies with all federal, state and local requirements. The Director of Food Services is responsible for all school lunch programs.

- a. School lunch programs operate in accordance with the U.S.D.A. Healthy, Hunger-Free Kids Act of 2010, and are analyzed using U.S.D.A. software.
- b. Each building leader will coordinate with the Director of Food Services concerning nutrition.

### **III. Monitoring and Policy Review**

1. The Wellness Policy Implementation Guidelines, which reflect the Wellness Policy and inform its implementation, are reviewed regularly by school committees.
2. Guidelines may provide for a healthy environment, counseling and guidance services, school nursing services, nutritious school meals and other activities that promote and assess sound nutrition and healthy eating behaviors, K-12 wellness curricula programming, and other opportunities for physical activity.

FIRST READING: February 2, 2016

SECOND READING: April 12, 2016

ADOPTED: April 12, 2016

SOURCE: Dover School Committee  
Sherborn School Committee  
Dover-Sherborn Regional Committee

## **COMMITMENT TO ACCOMPLISHMENT**

The School Committees accept ultimate responsibility for all facets of school operations. Because it is accountable to residents of the towns, the School Committees maintain a program of accountability consisting of the following elements:

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

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

FIRST READING: September 22, 2009

SECOND READING: May 22, 2012

ADOPTED: May 22, 2012

SOURCE: MASC