

SCHOOL-YEAR EMPLOYEE HANDBOOK FOR THE MOHAWK TRAIL REGIONAL SCHOOL DISTRICT

WELCOME AND CONGRATULATIONS

You are now a member of a wonderful staff and a school district that cares about students. Our district is comprised of many talented and skilled individuals who make positive contributions on a daily basis. I am confident that you also will contribute to this tradition of excellence. On behalf of the School Committee, I want to take this opportunity to officially welcome you to the district. I believe that your experience here will be both rewarding and fulfilling and wish you much success in the coming year.

It is important to remember that the Employee Handbook is not a contract of employment. The School Committee may change this Handbook at any time, and in this event you will receive written notification of the change(s), and these change(s) will be attached to the Employee Handbook as an addendum. **ALL EMPLOYEES COVERED BY THIS EMPLOYEE HANDBOOK ARE AT-WILL EMPLOYEES, WHICH MEANS AN EMPLOYEE MAY RESIGN AT ANY TIME BY GIVING WRITTEN NOTICE TO THE EMPLOYER AND THE EMPLOYER MAY TERMINATE EMPLOYMENT AT ANY TIME BY GIVING WRITTEN NOTICE TO THE EMPLOYEE.**

There may be other policies issued from time to time, either by School Committee vote, changes or additions to the School Committee Policy Manual, or by the Superintendent of Schools/Principal, which you are responsible to comply with even though they are not contained in this Employee Handbook.

This handbook is designed to provide new employees with information regarding fringe benefits, employment policies, and employee rights and responsibilities of employment. The School retains all managerial and administrative rights and prerogatives entrusted to it and conferred on employers inherently and by law.

Michael A. Buoniconti
Superintendent of Schools

SCHOOL-YEAR EMPLOYEE HANDBOOK FOR THE MOHAWK TRAIL REGIONAL SCHOOL DISTRICT

WHO IS A SCHOOL-YEAR EMPLOYEE?

A School-Year Employee is an Elementary Cafeteria Worker, Elementary School Secretary, High School Receptionist-Attendance Clerk, or School Registrar/Secretary who generally works during the 180-day school-year when school is in session and some additional days during the summer. The School-Year Employee Handbook does not cover any other category of employees except those listed above. A school-year employee may work full or part time. The employee may be required to put in extra hours and/or overtime based upon the operational needs of the employer. If this becomes necessary, the employee's supervisor will contact the employee. There is a separate handbook for Year Round Employees.

WHEN YOU ARE HIRED

You will receive a packet of forms from the payroll office to complete. These forms are needed to comply with state, federal, and school committee regulations. It is very important that you fill out and return all these forms so that we may promptly put you on the payroll with all the accurate information that is required. The District maintains a personnel file on each employee. If you wish to see your personnel file, make an appointment with the Personnel and Benefits Coordinator.

The following completed forms and information **must be submitted as a condition of continued employment:**

1. **TB Tests:** In response to the repeal of M.G.L., Chapter 71, Section 55B on July 31, 2003, school personnel are no longer required to be screened for tuberculosis prior to employment in the District. This repeal is found in Chapter 46 of the Acts of 2003, Section 81. However, if any employee is exposed to a person with tuberculosis, or if such employee lives or is employed in a city or town where a high prevalence of tuberculosis exists, employees may be required to have TB testing.
2. **W-4, M-4 Withholding Forms Employee withholding allowance certificates:** The District will withhold amounts as required by federal and state law.
3. **Franklin County Retirement System or Deferred Compensation:** Application Form.
4. **Birth Certificate:** Originals will be copied and returned.
5. **Employment Eligibility Verification:** To verify citizenship or employment authorization.
6. **Drug Free Workplace Policy:** Employees will sign and return acknowledgment of the Drug Free Workplace Policy within seven days of employment.
7. **Sexual Harassment Policy:** Employees will sign and return acknowledgment of the Sexual Harassment Policy within seven days of employment.
8. **Internet Use Policy:** Employees will sign and return acknowledgement of the Internet Use Policy within seven days of employment
9. **Massachusetts Ethics Commission Conflict of Interest:** Employees will sign that they have received the Summary of the Conflict of Interest Law and will take the on-line Conflict of Interest training/test. The certificate of completion of the Conflict of Interest Training will be submitted to the Payroll Office for filing.

- 10. Criminal Offender Records Information (C.O.R.I.):** Criminal Offender Record Information is obtained on all new employees. C.O.R.I. information is obtained on current employees whenever it is deemed advisable by the Superintendent of Schools to protect the safety of students in the District and at a minimum every three years. If the result of the C.O.R.I. check is not acceptable to the Superintendent or if the employee refuses to permit a C.O.R.I. check, the employee will be terminated from employment. Employees are also subject to Criminal History Record Information (CHRI) checks which require an employee to submit to a fingerprint-based state and national criminal history record check under state and federal law.
- 11. Medical Insurance Forms:** If you are eligible for and wish to take advantage of Medical, Dental and/or Life Insurance Benefits, contact the Personnel and Benefits Coordinator (413-625-0192 ext. 1018) in the Central Office for the forms. Sign up immediately to avoid missing the deadline for enrollment (see under Fringe Benefits, below).

CONDUCT OF EMPLOYEES

The Mohawk District requires employees to conform to all District rules, regulations and policies, as determined by the School Committee, and expects all employees to conform to the highest ethical standards while performing duties on behalf of the District.

The Mohawk Trail Regional School Committee accepts the tenets of Chapter 268A of the General Laws governing the conduct of public officials and employees and recognizes that violations of this statute could result in criminal and civil penalties.

Employees are encouraged to disclose any conflict of interest or potential/perceived conflict of interest prior to any related discussion or decision-making process.

Employees are encouraged to contact the State Ethics Commission at the address below for clarification on issues that they suspect may be being potential conflicts of interest: One Ashburton Place, Boston, MA 02108; 617-727-0060 or 888-485-4766; fax 617-723-5851; www.mass.gov/ethics.

FRINGE BENEFITS

Benefit Proration for Multiple Positions

An employee who works for the District in a position covered by this Employee Handbook and in another position not covered by this Employee Handbook shall receive benefits under this Employee Handbook only for that portion of the time the employee is working in a position covered by this Employee Handbook.

A. Paid Holidays

The District provides 7 ½ paid holidays per year: Labor Day, Columbus Day, Veteran's Day, ½ day the Day before Thanksgiving, Thanksgiving, the Day after Thanksgiving, Martin Luther King Day, and Memorial Day. Paid Holidays are prorated for part-time employees. In a holiday week, part-time employees should reduce their number of hours worked by the

amount of their prorated holiday hours. (Note: School Secretaries who work 215 days or more per year will also receive July 4th as a paid holiday.)

B. Health Insurance

Employees of the district who regularly work at least half-time (0.5 FTE or full-time equivalent) are currently offered a choice of health insurance plans. The employer contribution varies depending on the specific plan the employee chooses. Please see the insurance rate sheet for specific details. New employees may enroll in a health insurance plan within 10 days of date of their hire date. Current employees may enroll or make changes to their plan during Open Enrollment in April for coverage effective July 1. A qualifying event, such as a change in family status (including marriage, birth of a child, divorce, death of a spouse or child, termination of employment of a spouse or such other events as the health insurance carrier determines) will permit a change of plans outside of Open Enrollment. You must notify the Central Office within 30 days of the qualifying event and complete any additional paperwork that is required.

Employees who are resigning as of August and wish to continue insurance coverage through August must so notify the payroll office by May 15th, and premiums for August coverage will be deducted from such employee's wages in the month of June. If notice of intent of resignation is delivered after May 15th and no additional deduction is withheld in June, the employee's coverage will terminate as of July 31st, unless the employee provides to the District full payment for his/her share of health insurance premiums for the month of August within five (5) business days of submitting his/her notice of intent to resign.

C. Health Insurance for Retirees

Pursuant to M.G.L., c. 32B, s.9A, the Committee agrees to provide a fifty percent contribution to the total premium payment on the health insurance plan for retirees. Employees employed by the district as of September 1, 1998, are eligible to participate in the health insurance plan for retirees. The Committee also agrees to provide a fifty percent contribution to the premium payment to any supplemental retiree health insurance plan. Employees must go under the Medicare Plan if eligible pursuant to M.G.L., c. 32B, s. 16. The Committee will permit a spouse to continue receiving retiree health insurance coverage for up to one year after the death of the retiree.

D. Dental Insurance

This is a separate plan, which is also offered only to employees who regularly work 20 hours per week or more. Please refer to the current Rate Sheet for premium information. New employees may join within 10 days of date of hire. Present employees may elect to enroll in dental coverage or make changes to their existing plan during Open Enrollment annually. Dental insurance is available to retirees and the District pays 50% of the Low Plan Premium Cost, regardless of which plan the retiree chooses.

E. Life Insurance

Life Insurance with coverage of \$20,000 is available for all employees in the Mohawk School District who regularly work 20 hours per week or more. The employer pays the cost of the premium. Accepting this life insurance policy is optional. Upon retirement, this \$20,000 life insurance policy is not available from the district. Retirees may obtain a \$1,000 life insurance

policy through the insurance carrier; however, the retiree must pay the full premium.

Employees receive notification annually of insurance rates and employer/employee contributions.

F. Franklin County Retirement

Federal law requires that all eligible employees be covered by a retirement plan; participation is not optional. Retirement benefits are provided by the Franklin County Retirement System. The amount of the employee contribution to the retirement system is determined by the date of hire. Employees who work less than 20 hours per week will be enrolled in a Deferred Compensation plan. Contact the payroll office for more information.

G. Flex Spending

Flex spending is available to all employees as a method of setting aside pre-tax funds to cover qualified medical and childcare expenses. Employees must sign up during Open Enrollment. This option covers the calendar year (January-December).

H. Course Reimbursement

Course reimbursement is available to all support staff employees for courses that are work related and approved in advance by the Building Principal and the Superintendent. The reimbursement for all schools shall be 75% of the cost of the course (tuition and fees) up to \$800.00 per employee per year. Educational workshops not part of an academic program will be approved on a case-by-case review and based on the budget as well as the workshop content.

LEAVE POLICIES

A. Sick Leave

A total of 15 days per year (prorated for part-time) are provided and may be accumulated to a total of 180 days. The Employer reserves the right to require medical certification for sick days under the Family and Medical Leave Act of 1993 or where sick leave usage appears excessive, patterned, or suggests abuse of sick leave. Such medical certification may be required for every sick leave day if deemed necessary. Sick leave notification should be given to your Building Principal or supervisor as much in advance as possible, preferably the night prior to your absence but a minimum of two hours before your scheduled work hours so a substitute can be arranged.

1. Current Employees Sick Leave Buy Back

Remuneration shall be an amount equal to the employee's personal sick leave accumulation at the end of each school-year, less one-hundred-and-eighty days, multiplied by the minimum per diem support staff substitute rate for that employee's position.

2. Sick Leave Bank Policy

There is a Sick Leave Bank Committee for the Mohawk Trail Regional School District. The Committee is responsible for managing the Sick Leave Bank, rendering

determinations with respect to grants of leave from the Sick Leave Bank and for receiving applications from eligible employees covered by this Employee Handbook. The Sick Leave Bank Committee shall consist of the Superintendent or Business Administrator and one school committee member, as well as the Building Principal, one custodian, and one clerical or secretarial staff representing the school where the applicant is employed.

The Sick Leave Bank Committee shall provide grants of Sick Leave to those support staff employees under its jurisdiction who are disabled as a result of a prolonged or catastrophic illness or injury, and who have no remaining unused Sick Leave/Personal Leave in their personal account. Such grants of Sick Leave from Bank shall be made by a majority vote of the Committee after the receipt of a written request from a support staff employee together with any medical certification of illness or injury as may be required by the Committee. The vote of the Committee shall be final.

The Sick Leave Bank Committee may not provide grants of Sick Leave totaling more than 180 days (prorated for part-time employees) to any individual support staff employee during any five-year period.

In the event the total accumulated Sick Leave days in the bank becomes less than one half the allowable maximum accumulation, then each participating support staff employee shall be assessed one or two days of their personal entitlement of Sick Leave and such days shall be added to the bank. No more than two days of personal sick leave may be assessed per participating support staff employee in any one school-year.

The maximum accumulation of days in the Sick Leave Bank shall not exceed two and one half times the number of participating members.

A grant of sick leave for an employee having less than a full-time assignment shall provide for the payment of a per diem rate of pay prorated in accordance with the prorated pay policy for part-time support staff employees. An employee who is not eligible to receive sick leave pay cannot receive grants of sick leave from the sick leave bank.

In the case of assessment of sick leave days of part-time employees for the purpose of crediting the Sick Leave Bank with additional sick leave days, the pro-rationing rule shall not apply and said employees' personal accumulated sick leave entitlement shall be debited by the number of hours necessary to equal a full time employee's normal work day for each day credited to the bank.

Any unused sick leave remaining in the bank at the end of any school-year shall automatically be carried over to the next school-year.

B. Military Leave

Any employee shall be entitled to a leave of absence during the time of his/her compulsory service in the armed forces of the Commonwealth or during a compulsory annual tour of duty not exceeding seventeen (17) days as provided in Chapter 33, Section 59 of the General Laws as a member of a reserve component of the armed forces of the United States, and shall

receive his/her ordinary remuneration therefore. He/she shall also be entitled to the same leave of absence with pay given to other like employees.

C. Bereavement Leave

The Building Principal will grant up to five days of paid leave (per occurrence) for the death of an immediate family member. Immediate family shall be defined as a spouse, parent, child or sibling, including step and foster relationships. The Building Principal will grant up to three days of paid leave (per occurrence) for the death of a grandparent, grandchild, brother-in-law, sister-in-law, mother-in-law, father-in-law, or domestic partner. The Superintendent of Schools may grant additional unpaid leave. Bereavement days are for the purpose of bereavement at the time of death and for attending a memorial service. (One of the allowable days may be taken at a subsequent time to attend a memorial service.) Bereavement leave does not apply during the December, February, and April breaks or during the summer months when school is out of session. Bereavement leave will not be granted for individuals not included above; instead an employee must request a personal or unpaid day.

D. Personal Leave

Three days per year are allowed (prorated for part-time) as personal leave. Unused personal leave will accumulate as sick leave. A request for personal leave must be submitted 48 hours in advance (except in the event of an emergency) to your building principal or supervisor. See Addendum A, which is an attached form (subject to revision).

E. Jury Duty

Employees will be paid for the first three days, or part thereof, of either trial or grand juror service in accordance with M.G.L. c. 234A, §48. The employee shall immediately notify his/her supervisor in writing upon receipt of notice of jury duty and provide the District with written verification of the date(s) of jury duty. The Employee shall submit official court documentation of the date(s) of jury service and compensation therefore as soon as jury service is completed.

F. Family and Medical Leave Policy

The District shall comply with the mandatory provisions of the Family and Medical Leave Act of 1993. The Chief Administrative Officer shall ensure compliance with those regulations either personally or by delegation, or by some combination of personal oversight and delegation. Employees may request leave pursuant to the FMLA and/or the District may designate leave as qualifying for FMLA with or without a request from the employee.

1. Leave without Pay

- a. Employees may take leave without pay when they have exhausted their leave benefits and need additional leave to cover personal illness; the illness of a spouse, child, or parent; the birth or adoption of a child; for any “qualifying exigency” arising out of the fact that the employee’s spouse, son, daughter, or parent is on active duty, or has been notified of an impending call or order to active duty as a member of the National Guard or Reserves, in support of a contingency operation; or to care for a covered service member with a serious injury or illness if the employee is the service member’s spouse, son, daughter, parent, or next of kin.

- b. An employee is not entitled to leave without pay unless:
- (1). That employee has been employed for at least twelve (12) months by the District* **and**
 - (2). That employee has worked at least 1250 hours in the previous 12-month period or has a salaried position of at least .5 F.T.E.s
 - (a) While the twelve (12) months of employment need not be consecutive, employment periods prior to a break in service of seven (7) years or more need not be counted unless the break is occasioned by the employee's fulfillment of his/her National Guard or Reserve military obligation (as protected under the Uniformed Services Employment and Reemployment Rights Act (USERRA)), or a written agreement, including a collective bargaining agreement, exists concerning the employer's intention to rehire the employee after the break in service.
- c. Extent of leave
- (1) An eligible employee may take up to twelve weeks (or twenty-six (26) weeks if leave to care for a covered service member with a serious injury or illness is also used) of leave total during a twelve (12) month period, including any paid leave used. The employee must exhaust all sick leave and personal leave available per this Handbook before being entitled to take leave without pay.
- d. Definitions:
- (1) "Child" means a son or daughter, whether biological, adopted, foster child, a stepchild, legal ward or child to whom the employee stands in loco parentis, if the child is either under the age of eighteen (18) years or is incapable of self-care because of a mental or physical disability.
 - (2) "Health care provider" means a doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the state where the doctor practices, or any person determined by the Secretary of Labor to be capable of providing health care services.
 - (3) "Intermittent Leave" means leave taken in whole day periods but less than a whole work week.
 - (4) "Parent" means a biological parent of an employee or an individual who stood in loco parentis to an employee when the employee was a child.
 - (5) "Reduced leave schedule" means a leave schedule that reduces the usual number of hours per work week, or hours per workday, of an employee.
 - (6) "Serious health condition" means an illness, injury, impairment, or physical or mental condition which involves either:
 - (a) Inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity (i.e., inability to work, attend school, or perform other regular daily activities) or subsequent treatment in connection with such inpatient care; **or**
 - (b) Continuing treatment by a health care provider, which includes:
 - (i) A period of incapacity lasting more than three (3) consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that **also** includes:
 - Treatment two (2) or more times by or under the supervision of a health care provider (i.e., in-person visits, the first within seven

- (7) days and both within thirty (30) days of the first day of incapacity); or
- One (1) treatment by a health care provider (i.e., an in-person visit within seven (7) days of the first day of incapacity) with a continuing regimen of treatment (e.g., prescription medication, physical therapy); **or**
- (ii) Any period of incapacity related to pregnancy or for prenatal care. A visit to the health care provider is not necessary for each absence; or
- (iii) Any period of incapacity or treatment for a chronic serious health condition which continues over an extended period of time, requires periodic visits (at least twice a year) to a health care provider, and may involve occasional episodes of incapacity. A visit to a health care provider is not necessary for absence; or
- (iv) A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective. Only supervision by a health care provider is required, rather than active treatment; or
- (v) Any absences to receive multiple treatments for restorative surgery or for a condition that would likely result in a period of incapacity of more than three (3) days if not treated.

(7) “Spouse” means a husband or wife, as defined by state law.

(8) “Twelve Month Period” the preceding twelve-month period from when the leave commences.

2. Types of Leave without Pay

a. Personal Medical Leave without Pay: The District may grant a medical leave of absence without pay to an employee who, because of a serious health condition, is unable to perform the functions of his or her job.

(1) An employee must exhaust all available sick leave before taking leave without pay.

(2) Medical Certification:

(a) The District may require a medical certification from the employee's health care provider, stating:

(i) The date on which the health condition began,

(ii) The probable duration of the condition,

(iii) The appropriate medical facts within the health care provider's knowledge regarding the condition,

(iv) A statement that the employee is unable to perform the functions of his/her job.

(b) If the District has reason to doubt the validity of the medical certification provided by the employee's health care provider, the District may require, at the District's expense, a second opinion. The employee must obtain the opinion of the District's designated health care provider concerning the information in (2), above. The health care provider giving the second opinion may not be a person regularly employed by the District.

(c) If the second opinion conflicts with the first, the District may require, at

the District's expense, a third opinion. The third health care provider's opinion shall be final and binding on the District and the employee.

- (d) The District may require an employee on medical leave without pay to provide medical certifications at reasonable intervals.
- (3) If the necessity for leave is foreseeable based on planned medical treatment, the employee:
 - (a) Shall make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the school, subject to the approval of the employee's health care provider.
 - (b) Shall give the employee's supervisor at least thirty (30) days' notice, before the date the leave is to begin, of the employee's intention to take personal medical leave without pay, except that if the date of treatment requires the leave to begin in less than thirty (30) days, the employee shall provide such notice as practicable.
- (4) If the necessity for leave is foreseeable less than thirty (30) days in advance, the employee must provide notice as soon as practicable – generally, either the same or next business day.
- (5) If the necessity for leave is not foreseeable, the employee must provide notice to the employer as soon as practicable under the facts and circumstances of the particular case. Absent unusual circumstances, employees must comply with the employer's usual and customary notice and procedural requirements for requesting leave.
- (6) The employee may take intermittent leave or take leave on a reduced leave schedule when medically necessary.
- (7) Before the employee may resume work, the employee must present his or her supervisor with written medical certification from the employee's health care provider that the employee is able to resume work. If reasonable safety concerns exist, the District may, under certain circumstances, require such a certification for employees returning from intermittent FMLA leave.

b. Family Medical Leave without Pay

The District may grant a medical leave of absence without pay to an employee who needs the time off to care for the employee's spouse, child or parent, if the spouse, child or parent has a serious health condition.

- (1) Medical Certification
 - (a) The District may require a medical certification from the health care provider for the spouse, child, or parent, as the case may be, stating:
 - (i.) The date on which the health condition began,
 - (ii) The probable duration of the condition,
 - (iii) The appropriate medical facts within the health care provider's knowledge regarding the condition,
 - (iv) That the employee is needed to care for the spouse, child, or parents, as the case may be, and an estimate of the amount of time that such employee is needed to care for the spouse, child, or parent.
 - (b) If the District has reason to doubt the validity of the medical certification provided by the employee's health care provider, the District may require, at

the District's expense a second opinion. The employee must obtain the opinion of the District's designated health care provider concerning the information in (1) above. The health care provider giving the second opinion may not be a person regularly employed by the District.

- (c) If the second opinion conflicts with the first, the District may require, at the District's expense, a third opinion. The third provider's opinion shall be final and binding on the District and the employee.
- (d) The District may require an employee on medical leave without pay to provide medical certification at reasonable intervals.
- (2) If the necessity for leave is foreseeable based on planned medical treatment, the employee:
 - (a) Shall make a reasonable effort to schedule the treatments so as not to disrupt unduly the operations of the District, subject to the approval of the health care provider for the spouse, child, or parent of the employee, as the case may be, and
 - (b) Shall give the employee's supervisor at least thirty (30) days' notice, before the date the leave is to begin, of the employee's intention to take family medical leave without pay, except that if the date of the treatment requires the leave to begin in less than thirty days, the employee shall provide such notice as practicable.
- (3) If the necessity for leave is foreseeable less than thirty (30) days in advance, the employee must provide notice as soon as practicable – generally, either the same or next business day.
- (4) If the necessity for leave is not foreseeable, the employee must provide notice to the employer as soon as practicable under the facts and circumstances of the particular case. Absent unusual circumstances, employees must comply with the employer's usual and customary notice and procedural requirements for requesting leave.
- (5) The employee may take intermittent leave or take leave on a reduced leave schedule when medically necessary.

c. Parental Leave without Pay

An employee may take parental leave without pay within one year of the birth of the child in order to care for that child. An employee may take parental leave without pay within one year of the placement of a child with the employee for adoption or foster care.

- (1) When the need for parental leave without pay is foreseeable based on expected birth or placement, the employee shall give his or her supervisor at least thirty (30) days' notice before the date the leave is to begin. If the date of the birth or placement requires leave to begin in less than thirty days, the employee shall provide such notice as is practicable. Absent unusual circumstances, employees must comply with the employer's usual and customary notice and procedural requirements for requesting leave.
- (2) An employee taking parental leave without pay may not take intermittent leave or work on a reduced leave schedule without the express consent of the Business Office in writing.

d. Qualifying Exigencies Leave Without Pay

An employee may take leave without pay for qualifying exigencies arising out of the fact that the employee's spouse, son, daughter, or parent is on active duty or call to active duty status as a member of the National Guard or Reserves in support of a contingency operation. Qualifying exigency leave is not available to family members of military members in the Regular Armed Forces. A qualifying exigency is defined as: (1) Short-notice deployment (i.e., deployment on seven or less days of notice) for a period of seven days from the date of notification; (2) Military events and related activities; (3) Childcare and school activities; (4) Financial and legal arrangements; (5) Counseling; (6) Rest and recuperation; (7) Post-deployment activities; and (8) Additional activities not encompassed in the other categories, but agreed to by the employer and employee.

(1) Certification

(a) Leave for a qualifying exigency must be supported by a copy of the covered military member's active duty orders and certification providing the appropriate facts related to the particular qualifying exigency for which leave is sought, including contact information if the leave involves meeting with a third party. A second and third opinion and recertification are not permitted for certification of a qualifying exigency. The employer may contact the individual or entity named in a certification of leave for a qualifying exigency for purposes of verifying the existence and nature of the meeting.

(2) An employee must provide notice of the need for foreseeable leave due to a qualifying exigency as soon as practicable. When the need is not foreseeable, the employee must provide notice to the employer as soon as practicable under the facts and circumstances of the particular case. Generally, it should be practicable to provide notice for unforeseeable leave within the time prescribed by the employer's usual and customary notice requirements.

(3) Leave may be taken intermittently for a qualifying exigency.

e. Care for Service Member Leave Without Pay

An employee who is a spouse, son, daughter, parent, or next of kin of a current member of the Armed Forces, including a member of the National Guard or Reserves, with a serious injury or illness may take leave without pay for up to a total of twenty-six (26) workweeks during a single twelve (12) month period to care for the service member. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness. A serious injury or illness is one that was incurred by a service member in the line of duty on active duty that may render the service member medically unfit to perform the duties of his or her office, grade, rank, or rating. The "single 12-month period" for leave to care for a covered service member with a serious injury or illness begins on the first day the employee takes leave for this reason and ends 12 months later, regardless of the 12-month period established by the employer for other types of FMLA leave. An eligible employee is limited to a combined total of 26 workweeks of leave for any FMLA-qualifying reason during the "single 12-

month period.” (Only 12 of the 26 weeks total may be for a FMLA-qualifying reason other than to care for a covered service member).

(1) Medical Certification

- (a) Leave to care for a covered service member with a serious injury or illness must be supported by a certification completed by an authorized health care provider or by a copy of an Invitational Travel Order (ITO) or Invitational Travel Authorization (ITA) issued to any member of the covered service member’s family. Second and third opinions and recertification are not permitted. The employer may use a health care provider, a human resource professional, a leave administrator, or a management official – but not the employee’s direct supervisor – to authenticate or clarify a medical certification of a serious injury or illness, or an ITO or ITA.
- (2) Employees seeking to use military caregiver leave must provide 30 days advance notice of the need to take FMLA leave for planned medical treatment for a serious injury or illness of a covered service member. If leave is foreseeable, but 30 days advance notice is not practicable, the employee must provide notice as soon as practicable – generally, either the same or next business day. When the need is not foreseeable, the employee must provide notice to the employer as soon as practicable under the facts and circumstances of the particular case. Generally, it should be practicable to provide notice for unforeseeable leave within the time prescribed by the employer’s usual and customary notice requirements.
- (3) Leave may be taken intermittently whenever medically necessary to care for a covered service member with a serious injury or illness. When leave is needed for planned medical treatment, the employee must make a reasonable effort to schedule treatment so as not to unduly disrupt the employer’s operation.

3. Special Rules

a. Benefits during Leave:

- (1) While the employee is on leave, the District shall maintain coverage of that employee under its group health plan at the level and under the conditions which would have been provided if the employee had continued in employment instead of being on leave.
- (2) If the employee normally had a monthly payment to that plan, the employee must make that monthly payment. If the employee fails to make such payments, the District shall, if possible, continue the benefits at the reduced rate. If such a reduced rate is not possible, then the employee shall be excluded from the group health plan.

b. Employment and Benefits upon Return to Work:

- (1) Any employee who takes leave under this Policy for the intended purpose of the leave shall be entitled, on return from leave--
 - (a) to be restored to his or her former job, or
 - (b) to be placed in an equivalent position with equivalent benefits, pay, and other terms and conditions of employment.
- (2) The taking of leave under this policy shall not result in the loss of any employment benefit accrued before the date on which the leave began, nor be counted against the employee under a “no fault” attendance policy. If a bonus or other payment, however, is based on the achievement of a specified goal, such as hours worked or

perfect attendance, and the employee has not met the goal due to FMLA leave, payment may be denied unless it is paid to an employee on equivalent leave status for a reason that does not qualify as FMLA leave.

- (3) No employee shall accrue seniority or employment benefits during any period of leave, nor shall the employee be entitled to any right, benefit, or position of employment other than those to which the employee would have been entitled if the employee had not taken the leave.

c. Failure to Return from Leave:

The District may recover the premium which it paid for maintaining coverage of the employee under its group health plan during the employee's unpaid leave under this policy if:

- (1) The employee fails to return from unpaid leave under this policy after the period of leave to which the employee is entitled has expired; and
- (2) The employee fails to return to work for a reason other than--
 - (a) the continuance, recurrence, or onset of a serious health condition which would entitle the employee to personal or family medical leave without pay, or
 - (b) other circumstances beyond the control of the employee.

d. Prohibited Acts:

- (1) No employee of the District shall interfere with, restrain, or deny the exercise of or the attempt to exercise any right provided under this title.
- (2) No employee of the District shall discriminate against any individual for opposing any practice contrary to this policy.
- (3) No employee of the District shall discriminate against any individual for:
 - (a) Filing any charge, instituting or causing to be instituted any proceeding, under or related to this policy,
 - (b) Giving, or being about to give, any information in connection with any inquiry or proceeding relating to any right provided under this policy, or
 - (c) Testifying, or being about to testify, in any inquiry or proceeding relating to any right provided under this policy.

G. Massachusetts Parental Leave Act Policy

The District provides pregnancy disability leaves of absence to eligible employees who are temporarily unable to work due to a disability related to pregnancy, for childbirth, or related medical conditions, and leaves of absence in order to adopt a child (or children) or for placement of a child (or children) pursuant to a court order.

Employees who have completed three (3) months of employment in a full time position are eligible to request pregnancy disability or paternity leave as described in this policy.

Employees should make requests for pregnancy disability leave, childbirth, adoption leave, or for placement of a child pursuant to a court order to their supervisors at least two (2) weeks in advance of foreseeable events and as soon as possible for unforeseeable events. Requests must be in writing and include the anticipated start of the leave and the intention to return with an anticipated date.

Pregnancy disability leave, childbirth, adoption leave, or for placement of a child pursuant to a

court order will be concurrent with the benefits of other types of leave such as FMLA and medical leave. If the employee is eligible under the guidelines of the Massachusetts Parental Leave Act, the portion of the leave that may extend beyond the date of childbirth will be counted toward fulfillment of the requirements of that Act.

A health care provider's statement must be submitted verifying the need for pregnancy disability leave or childbirth and its beginning and expected ending dates. Any changes in this information should be promptly reported to the District. Employees returning from pregnancy disability leave or childbirth must submit a health care provider's verification of their fitness to return to work.

Employees are normally granted leave for the period of disability up to a maximum of eight (8) weeks per child or adoption (see also FMLA policy for potential greater leave entitlement). Employees will be paid accrued sick time if the leave is the result of a medical disability until benefits are exhausted, and then paid accrued personal time available following the guidelines of the general leave policies. Employees may choose to be in an unpaid leave status for any period covered under the Massachusetts Parental Leave Act (MPLA). For all other disability time, or if the employee chooses to be paid for a period of disability under the MPLA, payment of accrued sick time will occur before the other categories of accrued time are used as described above and following the guidelines of the general leave policies. Paid sick time cannot be used for leaves that are not the result of a medical disability (e.g., childrearing leave, adoption leave, or for placement of a child pursuant to a court order).

Subject to the terms, conditions, and limitations of the applicable plans, and general leave policies, the District will continue to provide health insurance benefits for the full period of the paid, approved pregnancy disability leave, childbirth or adoption leave. Employees are required to pay the same deductions they paid prior to the commencement of the leave. Payments not made within thirty (30) days of their due date will trigger cancellation of health insurance coverage. Insurance benefits may be available during the period of unpaid leave, if the employee is also eligible under the terms of the Family and Medical Leave Act, subject to the Family and Medical Leave Act policy (see FMLA Leave Policy). If an employee fails to return from paternity leave, the District may seek reimbursement from the employee for the portion of the premiums it paid on behalf of the employee (also known as the employer contribution) during the employee's leave.

So that an employee's return to work can be properly scheduled, anyone on pregnancy disability leave, childbirth, or adoption leave is requested to provide the District with at least two (2) weeks advance notice of the date he/she intends to return to work.

When a leave ends, the employee will be reinstated to the same position, unless either the job ceased to exist because of legitimate business reasons, or if the job could not be preserved due to operational needs. If the same position is not available, the employee will be offered a comparable position in terms of such issues as pay and position. The employee's restoration rights are the same as they would have been had the employee not been on leave.

Thus, the employee will be subject to any pay or benefit reductions or other adverse actions, including layoffs, that he/she would have experienced if he/she had not taken leave under this policy.

An employee is not entitled to seniority or benefit accrual during periods of unpaid leave, but will not lose any seniority or accrued benefits earned prior to the leave.

Failure to report to work promptly at the end of the pregnancy disability leave, childbirth or adoption leave will be considered a voluntary resignation.

H. Small Necessities Leave Act Policy

In accordance with General Laws c.149, §52D, an eligible employee is entitled to a total of 24 hours of leave during a twelve (12)-month period, in addition to other leave under this section, to participate in school activities directly related to the education advancement of the employee's child; to accompany the employee's child to routine medical or dental appointments, and to accompany an elderly relative as defined in section 52D to routine medical or dental appointments or other professional services related to the elder's care. Leave under this provision is in addition to the twelve (12)-week leave provision and may be taken on an intermittent or reduced leave schedule. Family business leave shall be unpaid, unless the employee applies any paid leave that he or she has available.

I. Domestic Violence Leave Act Policy

A. Administrative Policy

It is the Administrative Policy of the District to implement and administer the provisions of An Act Relative to Domestic Violence. This law is intended to reduce domestic violence, and to provide victims and family members of victims of domestic violence protected work leave for qualifying reasons associated with domestic violence.

B. Definitions

"Eligible Employees": All employees who are employed by an Employer of fifty (50) or more employees and have exhausted all vacation, personal, or sick leave.

"Qualifying events": "Domestic Violence" against an Eligible Employee or "Family Member" (unless the employee is the perpetrator of violence against the family member) for qualifying reasons.

"Domestic violence": Abuse against an employee or the employee's family member by a current or former spouse of the employee or the employee's family member, a person with whom the employee or the employee's family member shares a child in common, a person who is cohabitating with or has cohabitated with the employee or the employee's family member, a person who is related by blood or marriage to the employee, or a person with whom the employee or employee's family member has or had a dating or engagement relationship.

"Family Member": Persons who are married to one another, persons in a substantive dating or engagement relationship and who reside together, persons having a child in

common regardless of whether they have ever married or resided together, a parent, step-parent, child, step-child, sibling, grandparent or grandchild, or persons in a guardianship relationship.

“Length of Leave”: The leave entitlement under An Act Relative to Domestic Leave is up to fifteen (15) unpaid days of Domestic Violence Leave in a twelve (12) month period to employees who qualify to seek or obtain medical attention, counseling, victim services or legal assistance, secure housing, obtain a protective order from a court, appear in court or before a grand jury, meet with a district attorney or other law enforcement official, attend child custody proceedings or address other issues directly related to the abusive behavior against the employee or family member of the employee.

C. Procedure

Notice Requirement: An employee submitting for Domestic Violence Leave is required to inform the employer prior to taking such leave, unless there is an imminent danger to the health or safety of an employee or the employee’s family member. However, in the case of imminent danger, the employee shall notify the employer within three (3) workdays that the leave was taken.

D. Effect of Benefits

1. An employee granted a leave under this policy will continue to be covered under the employer’s group health insurance plans and life insurance plans under the same conditions as coverage would have been provided if he/she had been continuously employed during the leave period.
2. If the employee fails to return from domestic violence leave, the employer may seek reimbursement from the employee for the portion of the premiums it paid on behalf of that employee (also known as the employer contribution) during the employee’s leave.
3. An employee shall be in an unpaid leave status for the duration of the leave.

E. Job Protection

1. If the employee returns to work within the time permitted, a maximum of fifteen (15) days in a twelve (12) month period, he/she will be reinstated to his/her former position or an equivalent position with equivalent pay, benefits, status and authority.
2. The employee’s restoration rights are the same as they would have been had the employee not been on leave. Thus, the employee will be subject to any pay or benefit reductions or other adverse actions, including layoff, which he/she would have experienced if he or she had not taken leave under this policy.
3. If the employee fails to return after qualifying leave under this section, the employee may be terminated, unless reinstated to his/her same or similar position, in accordance with applicable laws, other leave-related policies, and/or appropriate bargaining unit contract language.

PAYROLL PROCEDURES

A. Time Sheets

All support staff must submit time sheets on a biweekly basis. Time sheets must be completed accurately and submitted in a timely manner. Paychecks will not be issued without a time sheet. Time sheets must be signed by the Building Principal. Employees should be advised that falsifying information on a timesheet may result in disciplinary action up to and including termination of employment.

1. Overtime Pay Rate

Employees authorized to work overtime will receive pay at “time and one half” for all hours worked in excess of 40 hours per week. Pay will be at “double time” for any previously authorized hours worked on Sundays or Holidays.

B. Method of Pay/Direct Deposit of Paychecks:

Paychecks are currently issued on a biweekly basis, dated on alternate Thursdays for a two-week period. All employees must designate a financial institution for direct deposit of paychecks within sixty (60) days after the employee’s first day of service with the District. Contact payroll department for forms. Employees may designate specific amounts to go to multiple bank accounts.

C. Proration of Benefits:

Part-time employees receive a pro-ration of benefits based upon their weekly regular hours divided by five. This includes, but is not limited to holidays.

D. Equalized Pay Policy:

- a. Eligibility: Any employee who has worked at his/her present position for at least three (3) years is eligible for the equalized pay option subject to the following exclusions:
 - (1) Anyone who changes position in the middle of the school-year (one school to another or change within a school)
 - (2) Any shared position (one job, two workers)
- b. Guidelines
 - (1) Time sheets will be filled out by all employees, even those on equalized pay.
 - (2) Depending on the date of the first pay period of the year, the first paycheck may be delayed or one half of the first paycheck may be held.
 - (3) Equalized pay is OPTIONAL. Employees wishing to be paid under the equalized pay method must return the annual form to the payroll department by the required date and they must sign a statement as follows: “I realize that by participating in the equalized pay program, if I should change or leave my position, I may be liable for return of overpayment of wages paid to me. I agree to pay the School District for any such overpayment within fourteen days of said change or termination.
 - (4) There will be 22 or 26 pays under equalized pay.

E. Pay Schedule

Support staff pay rates are determined based on prior related experience. Increases will be given based on merit.

F. Longevity Stipend

Any employee working a regular schedule of at least 17.5 hours per week with 20+ years of service to the district will be given a longevity stipend as follows:

After 20 years	\$300.00
After 25 years	\$500.00
After 30 years	\$700.00

This stipend will be paid as part of the employee’s salary on a bi-weekly basis. This benefit is prorated on a yearly basis.

G. Retirement/Longevity Bonus

A retirement longevity bonus in the following amounts will be provided:

After 15 years	\$1000.00
After 20 years	\$1500.00
After 25 years	\$2000.00

This bonus will be paid upon notification from the Franklin County Retirement Board that said employee has retired. This benefit is not prorated.

OTHER INFORMATION

Snow Days

Employees do not receive pay for snow days unless worked.

1- and 2 Hour Delays and Early Dismissals for Inclement Weather

Employees will be paid for the hours actually worked on days there are delays or early dismissals for inclement weather.

EMPLOYEES’ RIGHTS AND RESPONSIBILITIES

Worker’s Compensation

As required by law, the District provides for payment to injured employees by insuring with the Massachusetts Interlocal Insurance Association (MIIA). Employees who are injured arising out of and in the course of employment receive benefits pursuant to the Worker’s Compensation Law. If you are injured on the job you must immediately complete the “Employer’s First Report of Accident” form and submit it to your school nurse.

Worker’s Compensation Claims Procedure

The Worker’s Compensation Claim Procedure is in accordance with Massachusetts General Laws, Chapter 152. This policy covers all employees.

If there is a work-related injury or condition in any department that a department head believes

will cause an employee to be absent from work for any length of time, one of the two following procedures must be followed:

1. Work-related injury or condition which results in less than 5 days lost time from work (medical cases only) - the following forms must be completed and immediately forwarded to the Accounting Office:
 - A. Form No. 118: Employer's Notification to Insurer of Medical Only Injuries (Department of Industrial Accidents - Form 118). This form is to be completed by the employee, supervisor, and department head.
 - B. Supervisor's Report Form: This form is to be completed by the employee's supervisor. It is used for loss control purposes.
 - C. Medical Authorization Forms: Whenever possible this form should be signed by the injured employee. This form allows the Worker's Compensation carrier to obtain medical records associated with the case, and to conduct a proper investigation promptly.

These forms, and others if required, will be forwarded to the Worker's Compensation carrier by the Business Office.

2. Work-related injuries or conditions which could result in 5 days or more lost time from work. The lost work days do not have to be consecutive. The following forms must be completed after 2 days or more of lost time and immediately forwarded to the Business Office:
 - A. Form No. 101: Employer's First Report of Injury (Department of Industrial Accidents - Form 101). This form is to be completed by the employee, supervisor, and department head as soon as 5 days of lost time from work have occurred as a result of an alleged work-related injury or condition. Please note it is the Employer's responsibility to file this form. Failure to do so within 5 days after the fifth working day is lost will result in monetary penalties. Any department incurring a monetary penalty for failure to notify will be responsible for paying any fines.
 - B. Supervisor's Report Form: see Worker's Compensation Claims Procedure 1-B.
 - C. Medical Authorization Form: see Worker's Compensation Claim Procedure 1-C.

These forms, and others if required, will be forwarded to:

1. Massachusetts Department of Industrial Accidents
2. The District's Worker's Compensation Carrier
3. Employee

All forms are self-explanatory, and should be filled out in black ink or typed.

IF APPROVED

The District will be advised of the amount of Worker's Compensation that will be paid. The District will then adjust the employee's attendance record to reflect the time charged between the date of the accident and the date of the claim approval.

The employee will receive a Worker's Compensation check in the mail each pay period as

long as the employee is out on approved worker's compensation leave. This check may be signed over to the District, or it may be kept by the employee in lieu of his/her regular compensation. If an employee chooses to keep the workers compensation check, all benefit contributions must be fully continued. For further information on this policy contact the Business Office. The Business Office will determine the last date the department can pay the employee against accrued sick and/or personal time, and ask the employee for permission to apply said leave to make up the gap between worker's compensation pay and his/her normal pay.

IF NOT APPROVED

The District will charge the employee for accrued sick, or personal time used, beginning with the day following the accident. Payroll records submitted by the District should indicate this usage. The Business Office will determine the date accrued sick or personal time is exhausted. After that date, no payroll submission for that employee will be accepted.

Equal Opportunity Employer

The Mohawk Trail Regional School District is an Equal Opportunity Employers and does not discriminate on the basis of race, sex, color, disability, religion, national origin, gender identity, sexual orientation, or age.

Smoke-Free Workplace

Under the State Education Reform Act, the use of tobacco products within school buildings, school facilities or on the school grounds or on any school buses, at any time, by any individual, including school personnel, is strictly prohibited and employees violating this policy will be subject to discipline up to and including termination from employment.

Americans with Disabilities Act

It is the policy of the District to comply with requirements of the regulations contained in the U.S. Americans with Disabilities Act of 1990. This policy applies to all employees of the District.

The District will not discriminate against people with disabilities in any employment practices or in terms, conditions or privileges of employment, including, but not limited to: application, testing, hiring, assignment, evaluation, disciplinary action, training, promotion, medical examination, layoff/recall, termination, compensation, leaves or benefits.

The District has and will continue to establish occupational qualification for each position, including the education, skills, and work experience required, and the physical, mental and environmental standards necessary for job performance, health, and safety. Such standards are job-related and consistent with business necessity.

The District will provide reasonable accommodation to the known physical or mental limitations of a qualified applicant or employee unless such accommodation will impose undue hardship on the District. The District will provide reasonable accommodation:

- To ensure equal employment opportunity in the application process
- To enable a qualified individual with a disability to perform the essential functions of the job

- To enable an employee with a disability to enjoy equal benefits and privileges of employment.
- The District need not provide reasonable accommodation for an individual who is otherwise not qualified for a position.
- The duty to provide reasonable accommodation is on-going, and may arise any time an employee's job changes.
- It is the obligation of the individual with the disability to request the accommodation.
- If the cost of providing the accommodation is determined to meet the criteria of undue hardship on the District, the affected individual will be offered the opportunity to provide the accommodation or partial accommodation on their own.

Some examples of reasonable accommodation include, but are not limited to, the following:

- Making facilities readily accessible and usable;
- Restructuring a job by reallocating or distributing marginal job functions;
- Altering when or how an essential job function is performed;
- Creating part-time or flexible schedules;
- Obtaining or modifying equipment or devices;
- Providing qualified readers or interpreters;
- Permitting the use of accrued or unpaid leave for treatment; and,
- Providing reserved parking.

When attempting to identify what is a reasonable accommodation, the District should do the following:

- a) Examine the particular job involved, determining its purpose and its essential functions.
- b) Consult with the individual with the disability to find out their specific physical or mental abilities and limitations.
- c) In consultation with the individual, identify potential accommodations and assess how effective each would be.
- d) If an individual requests an accommodation which the appointing authority or department head considers to be unnecessary, the department head may ask for written documentation from a physician or other professional with knowledge of the individual's functional limitations.
- e) The determination that any reasonable accommodation represents an undue hardship will be made by the Superintendent or his/her designee.

No pre-employment inquiries may be made about an applicant's disability. This prohibition does not prevent an employer from obtaining necessary information regarding an applicant's qualifications, including medical information necessary to assess such qualifications and to ensure health and safety on the job. Before making a job offer, the District may ask questions about an applicant's ability to perform specific job functions, and may make a job offer that is conditioned on satisfactory results of a post-offer medical examination or inquiry. The District may not make inquiries about specific disabilities. Questions which may not be asked during a pre-employment interview include (but are not limited to):

- Have you ever had, or been treated for any of the following conditions?
- Please list any conditions or diseases for which you have been treated in the past three years.
- Have you ever been hospitalized? If so, for what condition?

- Have you ever been treated by a psychiatrist or psychologist? If so, for what condition?
- Have you ever been treated for any mental condition?
- How many days were you absent from work because of illness last year?
- Do you have any disabilities or impairments which may affect your performance in the position?
- Are you taking any prescription drugs?
- Have you ever been treated for drug addiction or alcoholism?
- Have you ever filed a workers' compensation claim?

In addition, these questions may not be asked of a previous employer or other reference provider for an applicant during reference checks. In addition, the hiring manager may not ask the reference provider about the applicant's disability, illness or Worker's Compensation history.

Even if the applicant is qualified to perform the job, the District may deny employment if such employment would pose a direct threat to the health and safety of the individual or others, if such threat cannot be eliminated through reasonable accommodation. Such determination must be made by the Superintendent or his/her designee after careful review of the circumstances.

An employee who is an alcoholic is considered to be a person with a disability under the terms of the ADA. However, the District may discipline, discharge or deny employment to an alcoholic whose use of alcohol adversely affects job performance or conduct to the extent that he or she is "not qualified" for the position.

Persons addicted to drugs, but who are no longer using drugs illegally and who are receiving treatment for drug addiction, or who have been rehabilitated successfully, are protected from discrimination by the ADA. However, the District will discharge or deny employment to current illegal users of drugs, and/or users of marijuana, in accordance with policies established herein. The District may ask questions regarding the use of alcohol, illegal use of drugs, and/or marijuana. However, the employer may not ask whether the applicant is a drug addict or alcoholic, or whether he/she has ever been in a drug or alcohol rehabilitation program.

Violation of this policy will lead to appropriate disciplinary action up to and including termination from the District.

Pregnant Workers' Fairness Act

It is the policy of the District to comply with the provisions of the PWFA.

A. Effect of the Law

The PWFA prohibits discrimination against pregnant workers and establishes that pregnancy and any pregnancy related conditions, including but not limited to lactation or the need to express breast milk for a nursing child, require reasonable accommodations by employers.

The PWFA requires employers provide reasonable accommodation for an employee's pregnancy or pregnancy related condition, unless an employer is able to demonstrate such an accommodation would impose an undue hardship.

B. Reasonable Accommodations

Upon an employee's request for an accommodation, an employer is required to engage in timely, good faith negotiations to determine a reasonable accommodation that can be implemented. An employer is permitted to require documentation about the need for a reasonable accommodation from an appropriate health care professional or rehabilitation professional. The law has defined appropriate health care or rehabilitation professional as including: a medical doctor, a psychiatrist, a psychologist, a nurse practitioner, a physician assistant, a psychiatric clinical nurse specialist, a physical therapist, an occupational therapist, a speech therapist, a vocational rehabilitation specialist, a midwife, a lactation consultant or another licensed mental health professional authorized to perform specified mental health services.

However, an employer may not require documentation from a health care professional relating to the following accommodations:

- More frequent restroom, food or water breaks;
- Seating;
- Limits on lifting more than 20 pounds; and
- Private, non-bathroom space for expressing breast milk

The PWFA contains a non-exhaustive list of various reasonable accommodations that employers may provide to employees. This list includes:

- More frequent or longer paid/unpaid breaks;
- Time off to attend to a pregnancy complication or to recover from childbirth with/without pay;
- Acquisition or modification of equipment or seating;
- A temporary transfer to a less strenuous or hazardous position;
- Job restructuring;
- Light duty;
- Private non-bathroom space for expressing breast milk;
- Assistance with manual labor; and/or
- A modified work schedule.

Under the PWFA, an employer is not required to transfer or discharge an employee with more seniority or promote an employee who is not able to perform the essential functions of the job with or without a reasonable accommodation.

C. Retaliation is Prohibited

An employer is prohibited from retaliating against an employee who requests a pregnancy related accommodation. Once the need for the reasonable accommodation ceases, an employer is required to reinstate the employee to their original employment status or position with equivalent pay and accumulated seniority. Furthermore, the PWFA prohibits employers from imposing accommodations upon pregnant employees such as a leave of absence.

EMPLOYEE RECEIPT AND ACKNOWLEDGMENT

I have received and read my copy of the Mohawk Trail Regional School District's Employee Handbook. I understand that this booklet provides a general outline of the District's employment practices and policies. I also understand that these practices and policies are subject to change by the School Committee and that such changes may add to, amend, modify, supersede, or eliminate the practices and policies in this booklet at any time.

I also am fully aware that this Employee Handbook does not constitute a contract of employment; rather it is intended to describe the District's personnel and employment policies. I understand that my employment is at-will and that I may be terminated without cause at any time, unless otherwise stated in a collective bargaining agreement which covers the position to which I am appointed.

Employee Signature _____ Date _____