Benefits Policies & Procedures

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Introduction

Whether you have just joined our staff or have been at Franklin Public Schools for a while, we are confident that at Franklin you will find a dynamic and rewarding place to work. We consider the employees of Franklin Public Schools to be one of its most valuable resources. This booklet has been written to serve as a guide to help familiarize you with the school district of Franklin Public Schools and some of the benefits that are available to you relative to personnel procedures and practices. It is hoped that you will find the information in this booklet helpful. The contents of this booklet are presented as a matter of information only and as guidance to practices and policies.

The booklet contains current information as of the date of issuance and the information may change from time to time after the booklet is issued. Please be advised that this booklet supersedes all previous booklets for employees.

The Franklin School Committee has policies in place which inform decision making. To find the school district policy manual, please go to:

https://www.franklinps.net/district/school-committee-policy-manual

Please read through the School Committee policies and this booklet carefully. Both documents contain information and guidelines that are important to your success here.

Please understand that this booklet is established to provide the employee with information, to comply with legal issues and to ensure consistency in the system's efforts. With this in place, we can focus our attention on student learning.

If you have questions regarding School Committee policies or the information contained in this booklet, please contact Human Resources at 508-553-4838.

Legal Disclaimer:

This booklet is not to be construed as a promise or contract of any kind between Franklin Public School District and any employee. The Franklin Public School District retains the right to revise, change, add to, suspend or cancel, in whole or in part, any of the policies contained in this booklet, at any time, without notice or to vary from the term of this booklet in particular circumstances as they may deem appropriate. It is your responsibility to become familiar with and to know all the School Committee policies and the information contained in this booklet. This booklet is not a contract.

Benefits Eligibility

As Franklin Public School employees, we are also Town of Franklin employees, and as such we have the opportunity to participate in the Town's Health and Welfare Benefits Program. In order to be eligible for these benefits an employee needs to be scheduled to work more than 19 hours per week on a continual basis. Substitute and seasonal employees are not eligible unless they are working a consecutive assignment for no less than 6 months.

The following pages will offer an overview of your "hidden paycheck", the benefits and discounts available through the Town of Franklin and Franklin School Department. The information provided here is only a summary however. For complete details, please refer to the Summary Plan Descriptions, or other documentation available through your Human Resources Department. While we make every effort to provide you with consistent sources of information about your benefits, in the event of a discrepancy, the applicable plan documents/contracts will control.

Health Insurance Coverage

All permanent employees who work more than 19 hours per week are eligible to participate in the Town's Health Insurance Program. Currently the plan is provided through the Massachusetts Strategic Health Group administered by Health Plans, Inc. (HPI)

ChoiceNet Network Exclusive Provider Organization (EPO) Plan (formerly HMO)

The EPO plan does **not require** members to choose a Primary Care Provider (PCP) and referrals are not required!

The deductible is $1,000 for an individual and $2,000 for family. The Plan-Year out-of-pocket limit is $5,000 per person/$10,000 per family for medical and pharmacy expenses. This is the most that you could pay in a year for covered services. Some services do have a co-payment. Please visit Google Drive/Shared Drives/All School Staff/Human Resources Info & Services/Health & Dental Ins. Info for a complete Summary of Benefits.

The town pays 68% of the plan premium.

ChoiceNet Network Plan (EPO)	FY23 Monthly Premium	Monthly Town Contribution	Monthly Employee Contribution	Employee Bi-Weekly Rate	Bi-Weekly 10 months or 22 pay cycles
Individual	$1,007.24	$684.99	$322.35	$161.18	$193.41
Family	$2,574.30	$1,750.52	$823.78	$411.89	$494.27

Best Buy HSA Network Plan - The BestBuy HSA plan has a lower premium than the EPO or PPO plans, but has a higher deductible amount of $2,000 for the Individual Plan and $4,000 for the Family Plan. There are no individual contribution limits within the family deductible. This means that individual family members will continue to pay deductible expenses until the total family deductible amount is reached. After the full, annual family deductible is met, family members on

your policy no longer have to make payments toward the deductible. After meeting the deductible, medical services are then covered in full (at no cost), except for prescriptions which then revert to co-pays.
You may visit healthplansinc.com/mshg click "Search for a Provider" and then click EPO under Standard Plans to search for your providers and see if your Doctors are covered.

Health Savings Account- Health Savings Accounts (HSA) are only available to employees enrolling in Qualified High Deductible Health Plans. HSA's are accounts owned by the subscriber that can be used to pay for qualifying out-of-pocket medical expenses. Contributions can be made via payroll on a pre-tax by the employee and employer. The total value deposited into an HSA rolls-over every year and the account is portable for life.

FY23 Town Contribution – The Town will contribute $750.00 per individual plan and $1,500 per family plan to a Health Savings Account. This contribution will happen in September 2022.

Best Buy HSA Network Plan	FY23 Monthly Premium	Monthly Town Contribution	Monthly Employee Contribution	Employee Bi-Weekly Rate	Bi-Weekly 10 months or 22 pay cycles
Individual	$824.26	$560.50	$263.76	$131.88	$158.26
Family	$2,106.50	$1,432.42	$674.08	$337.04	$404.45

The town pays 68% of the plan premium.

Choicenet PPO – The national provider network plan. You are not required to have a Primary Care Provider (PCP) or obtain referral. However, you need to utilize physicians and specialists within the Harvard Pilgrim Health Care network. The plan's overall deductible is $400 for an individual and $800 for family. The Plan-year Deductible for is **$1,000** per person and up to **$2,000** per family. The Plan-year out-of-pocket limit is $4,000 per person/$8,000 per family (includes in-network medical and pharmacy expenses and out-of-network medical expenses). Most out-of-network services have a 20% co-insurance after deductible. Please visit Google/Drive/Shared Drives/All School Staff/Human Resources Info & Services/Health & Dental Ins. Info for a complete Summary of Benefits.

The town pays 50% of the plan premium.

HPHC Choicenet Best Buy PPO	FY23 Monthly Premium	Monthly Town Contribution	Monthly Employee Contribution	Employee Bi-Weekly Rate	Bi-Weekly 10 months or 22 pay cycles
Individual	$1,244.98	$622.49	$622.49	$311.25	$373.50
Family	$3,467.32	$1,733.66	$1,733.66	$866.83	$1,040.20

Office Co-Pays
HMO/EPO - Many routine services do not have a co-payment; however, other services may have a co-payment after deductible.

PPO - Many in-network routine services do not have a copayment; however, other services may have a co-payment after deductible. All Out-of-Network services will have a 20% co-insurance after the deductible.

Prescription Drugs

We will now have a Prescription deductible for the all HMO and PPO plans as follows:

HMO - $100 per individual/$200 per family
PPO - $100 per individual/$200 per family

- Tier 1 - $10 (retail)/$30 (mail order - $25.00)* deductible, then copayment
- Tier 2 - $30 (retail)/$90 (mail order - $75.00)* deductible then copayment
- Tier 3 - $65 (retail)/$195 (mail order - $160.00)* deductible then copayment

*Retail is for up to a 30-day supply, mail order is for up to 90 day supply

Our Mail Order prescription provider is now through Express Scripts. Brochures and forms are on Google Drive/Shared Drives/All School Staff/HR Info & Services/Health & Dental Insurance Info.

Coverage begins from your first day of employment. If you wish to enroll you must do so within 30 days from your date of employment or wait until open enrollment, unless you experience a "qualifying event". Deductions come out each pay period. Deductions are taken out on a pre-tax basis, lowering your taxable income. Enrollees must pay one month's premium in advance so double deductions are taken for the first few pay periods of a new employee. Upon resignation or dismissal, health coverage ends on the date of separation from Franklin Public Schools. Continuation of Coverage (COBRA) is offered, as appropriate.

Health Plans, Inc. Preventative Dental is limited as it is a medical benefit not a Rider.

- No charge – coverage up to age 13
- Limited to 2 preventative dental exams per plan year and includes only the following: cleaning, fluoride treatment, teaching plaque control and x-rays
- Please visit www.healthplansinc.com, find a provider, click Choicenet HMO, then specialist, then pediatric dentistry.

Dental Insurance

All permanent employees who work more than nineteen (19) hours per week are eligible to participate in the Town's Dental Insurance Program. Currently the plan is provided through Guardian Dental. You get to choose from a High Option Plan or a Low Option Plan. With the High Option the premium is higher but the benefits are greater, covering a higher percentage of the usual and customary rates (UCR). The Low Option does not provide for Group 3 Coverage, such as crowns, bridges, and has a lower ($750) annual per family maximum. Both options offer a 4 tier member election; Single Employee, Employee & Spouse, Employee & Child (ren), and Family. Coverage is effective the first day of employment. New employees have **30 days** from the date of

hire to enroll or they must wait until Open Enrollment unless they experience a qualifying event. Deductions for Dental Insurance are pre-tax and will be deducted per pay period.

The plan options both offer preventive benefits at full coverage with no deductible for such things as initial exams, x-rays, routine cleanings, fluoride treatments sealants, etc. They also have a $50 per member/$150 per family calendar-year deductible, for basic and major coverage which, includes: restorative care, fillings, tooth extraction, root removal, biopsies, periodontal surgery, and maintenance, root canal therapy, crowns, repairs of crowns, etc. The plan includes a passive PPO that means you can go to a provider of your choice; however, if you go to an in-network provider discounted fees will apply resulting in lower out-of-pocket expenses. The annual calendar year maximum benefit for the high option per member is $1,000.

VISION ACCESS PLAN: A person enrolled in dental coverage can received discounts on vision care services or supplies from a vision provider that is under contract with Vision Service Plan's (VSP's) Preferred Provider Organization (PPO) network. The eligible person must pay the entire discounted fee directly to the VSP network doctor. Discounts are not available from providers who are not members of VSP's network. You will find more information at www.Guardianlife.com **Vision Plan is not an insurance plan but a discount, ask your vision care provider if they participate.**

Monthly Cost	High Option (Monthly)	Full Year or 26 Pay Cycle	Bi-weekly 10 months or 22 Pay Cycle	Low Option (Monthly)	Full Year or 26 Pay Cycle	Bi-weekly 10 months or 22 Pay Cycle
Employee	$52.88	$26.44	$31.73	$35.02	$17.51	$21.01
Employee & Spouse	$102.76	$51.38	$61.65	$68.04	$34.02	$40.82
Employee & Child(ren)*	$106.20	$53.10	$63.72	$70.34	$35.17	$42.20
Family	$156.02	$78.01	$93.61	$103.30	$51.65	$61.98

PLEASE NOTE: GUARDIAN DOES NOT ISSUE CARDS. YOU MAY PRINT YOUR 'CARD' ONLY BY FOLLOWING THE INSTRUCTIONS ON *GOOGLE DRIVE/SHARED DRIVES/ALL SCHOOL STAFF/HR INFO & SERVICES/HEALTH AND DENTAL INSURANCE*.

"Qualifying Events"

You may not enroll, drop or change your health or dental coverage at any time. Generally, the coverage you elect remains in effect until the next annual enrollment period. This applies even when you select the "no coverage" option. There must be a significant, documented, qualifying event or change in family status to change your elections during the year. These events include:

- Marriage
- Divorce
- Birth, legal guardianship, or adoption of a dependent child
- A dependent child becomes an eligible full-time student
- A dependent child reaches the maximum age limit for coverage under a family contract

- A member reaches age 65
- Death of a spouse or dependent
- Loss or gain of coverage due to a change in your spouse's employment status
- Cancellation of another health plan due to the termination of an employer's contribution
- Open enrollment period different than that of a spouse

An enrollment & Change form must be filled out and submitted, along with documentation outlining the event, to Human Resources within 30 to 60 days of the qualifying event. However, changes will take effect the date of the actual qualifying event. If not, you will have to wait until the next open enrollment to make your change.

Basic Life Insurance/ Accidental Death & Dismemberment

Voluntary enrollment for employees. Must enroll within 30 days from date of hire or during open enrollment, if offered. Open enrollment is at the discretion of the Insurance Company and all employees would be notified if there is an Open Enrollment. Life insurance coverage is currently offered in the amount of $10,000. Includes Accidental Death & Dismemberment Insurance, which provides extra insurance coverage in the event of an accidental death or accidental loss of limb or eyesight. Both offered through Boston Mutual Life Insurance Company. The effective date of coverage begins 30 days from the date of hire to the first of the following month.

The policy also has a Waiver of Premium Benefit, which means if you are under age 60 and become totally disabled while insured under this plan, your life insurance will remain in force and your premium payments waived. Upon retirement, this policy continues with a face value of $5,000 Life and Accidental Death & Dismemberment. There is also a conversion benefit, which enables you to convert your group life insurance to a whole life policy if you leave your current employment or a portion of the face amount when your insurance reduces due to retirement.

The monthly premium for this policy is $9.80, of which the Town will pay 50%. Payment for this policy is payroll deducted and the entire premium for the employee is $4.90 per month. Employee must list a beneficiary at time of enrollment. Any beneficiary changes should be indicated on a beneficiary change form available from Human Resources.

Once enrolled in the basic plan, additional, voluntary life insurance beyond the basic may be purchased for employees and their family members.

Flexible Spending Account

The Town offers employees the opportunity to take advantage of Section 125 (Flexible Spending Account) of the IRS code, which allows employees to convert a taxable cash benefit (salary) into non-taxable benefits. Under this plan you may choose to pay qualified benefit premiums before any taxes are deducted from your paycheck.

Your Section 125 program can make your benefits plan more affordable. You can pay for your qualified benefits with pre-tax dollars, through payroll deduction. By paying for qualified benefits before you pay taxes, you actually lower your taxable income, which means you pay less

tax. Paying less tax usually means more spendable income. Some of the Benefits that qualify for the plan include:

- Health Insurance (chiropractic, acupuncture, therapy, etc.)
- Dependent Care
- Dental Insurance, Expenses, Orthodontia
- Disability Insurance
- Out of Pocket Medical Expenses

We have selected HealthEquity Resources (HE), to perform the administration of our program. However, you decide what benefits are important to your family and how much money will be set aside for out-of-pocket medical expenses and/or dependent care costs. Voluntary enrollment must be within 30 days of date of employment or you will need to wait until yearly open enrollment. Enrollment is based on a **fiscal** year. Employee is required to re-enroll each plan year. Open Enrollment usually takes place in May for a July 1st start date. Enrollment is initiated by contacting the Human Resources Office at 508-553-4840. A Plan Summary Description can be obtained from Google Drive/Shared Drives/All School Staff/HR Info & Services/Flexible Spending.

Mandatory Retirement Plans

As an employee of the Franklin Schools and the Town of Franklin you will not pay into Social Security. However, in lieu of that you will be required to join a retirement plan. Your role as an employee will determine which plan we enroll you in:

Massachusetts Teachers' Retirement System

- all qualified FEA members (or certified administrators)
- rates differ depending upon date of entry as a MTRB member
- current rate for new members is 11%

Norfolk County Retirement Board

- all personnel who are not eligible for Mass. Teachers' Retirement Board and work over 19 hours per week regularly
- current rate for new members is 9%
- must provide copy of birth certificate to join

Nationwide/OBRA Deferred Compensation Plan

- all personnel who are not eligible for either of the above and work less than 19 hours per week, all regular substitutes
- current rate is 7.5%

Tax Sheltered Annuities 403(b)

A section 403(b) is a voluntary, salary deferral or reduction plan in which employees allocate a portion of their compensation to a qualified tax-sheltered annuity plan, providing additional savings towards retirement. A 403(b) plan can be invested in annuities, mutual funds, or a combination of insurance and annuities. There are two basic tax advantages of all tax-qualified plans:

1) Contributions to the plan are excludable from the employee's gross income, up to certain maximums
2) Earnings on funds accumulated in the plan are tax deferred until taken as distributions

When setting up a Tax Sheltered Annuity Plan it is very important that you select a competent, knowledgeable company representative who can clearly articulate the pros and cons of the plan you are investigating. You should discuss all charges on contributions, asset and administrative charges as well as mortality and expense charges.

Contributions must be planned carefully, as there are limits or "caps" to the amount you may contribute. How much educators can contribute to a 403(b) each year is based on a series of formulae. These formulae use age, years of service, retirement age, salary, projected income from retirement plan, past contributions, etc. to determine one's maximum contribution. Because of these considerations it is best to have a plan representative review and complete a "Maximum Exclusion Allowance" calculation sheet to insure that the cap is not exceeded. This sheet will need to be submitted, along with the salary reduction agreement before any deductions can be processed. Our Third Party Administrator, **TSA Consulting Group**, is responsible for compliance, oversight and management of all of our 403(b) accounts. Please contact them regarding enrollment information, available vendors, and to address any questions you may have regarding your 403(b) Plan. All plan related transactions (other than investment decisions) must be validated by TSA Consulting Group. These include all distributions, rollovers, hardships, loans, and processing of salary reduction agreements before they may be set up with payroll and sent to your vendor. **The website address is:** https://www.tsacg.com/. If you have any plan related questions or need to request forms please contact TSA Consulting Group's toll-free number at 888.796.3786, or by mail at the following address:

TSA Consulting Group
73 Eglin Parkway NE, Ste. 202, Fort Walton Beach, FL 32548
Fax: 866.908.7582

457 Deferred Compensation Plan

As a public sector employee you also have the opportunity to build your retirement savings and reduce today's taxes through enrollment in a Section 457 deferred compensation plan. This plan allows you to defer each year a maximum of 100 percent of your "gross compensation" or an annual dollar limit, whichever is less. Currently the annual dollar limit is $15,500. The town offers this program through 3 vendors listed below. You may enroll at anytime. To enroll you would need to contact the vendor directly.

Nationwide Ron LeClair, Retirement Specialist
Phone 877-677-3678 – Cell: 508-296-0411
Email: leclair@nationwide.com
Website: www.nrsforu.com

Empower Aiman Janineh, Retirement Specialist
Phone 877-457-1900
Email: aiman.janineh@empower.com
Website: www.empower.com

Employee Assistance Program

The EAP program is available to all employees and family members at no cost to employees. This program provides confidential assistance to employees and their families on a variety of personal issues, such as, depression, substance abuse, runaway teens, etc. EAP services include initial assessment, short-term counseling, referral and follow-up. You may find more information about the EAP on Google Shared Drive/HR Info & Services/Emp. Asst Program Info. The EAP is staffed by licensed professional counselors who are experienced working with a wide range of personal problems. Our current program is staffed through **MIIA All One Health** and can be reached confidentially at **1-800-451-1834.**

Mandatory Direct Deposit

Franklin Public Schools will electronically deposit your paycheck into a financial institution associated with NACHA (National Automated Clearing House Association). Most banks and credit unions belong to this association. We have the ability to deposit money into 5 separate accounts. An employee must fill out a direct deposit authorization form, available on line through Human Resources "Forms Cabinet" or by contacting Human Resources. Once the form is submitted the process may take up to three pay periods to go into effect since the account will be tested and validated before the actual money is sent.

On-Line Pay Access

We have established a secure, online site for you to review some of your personnel information such as; pay advice(s), sick accrual information, and tax information. On pay day, you will be able to access this secure website to print and review your pay advice/stub. Franklin Public Schools no longer issues paper advices to employees.

The website (http://franklin.munisselfservice.com) is available 24 hours a day, 7 days a week. You will need your User ID, which is your **4 digit Employee ID Number** and your password to log into the site. Your Employee ID can be found on your first paycheck approximately 1/3 down on the form on the left-hand side. Directions and the access link can also be found on Google/Drive/Shared Drives/Human Resources Info & Services/HR Useful Information

For password resets, please contact Susan Childers in the Human Resource Department via email or at 508-553-4840.

Short & Long-Term Disability

Voluntary short-term and long-term disability insurance is available to employees through a private vendor. Colonial Life & Accident/Boston Mutual Insurance Company has been authorized

by the Town of Franklin to offer its ValueChoice program. With the ValueChoice program, you can:

- Choose benefits that meet individual needs
- Pay premiums through convenient payroll deductions
- Take coverage with you if you change jobs or retire
- Provide coverage for your spouse and children

Cost is determined by the plan selected. Enrollment into the Short- term plan can be at any time, as long as it is prior to the onset of the disability. Please contact **Christine Gordon, District Development Manager at 508-243-3994** or you may email Christine at **c.gordon@coloniallifene.com** to enroll.

Enrollment into the Long-term plan must be at time of hire or any time after your first 30 days as a new hire with proof of insurability. To enroll, please complete an enrollment form for Boston Mutual or an Evidence of Insurability can be found in Google Drive/Shared Drives/All School Staff/HR Info & Services/STD and LTD. This would be used if you choose to enroll outside of your 30 days as a new hire.

Dean College Opportunity

Any 20- hour or more, non-FEA employee, with the Town of Franklin and the school department has the opportunity to enroll, tuition-free, in one course per semester. The cost of registration, lab fees or books and materials is at the employee's own expense. Any interested employee needs to contact Dean's Admissions Office regarding enrollment and will need to submit a letter from the Human Resources Department verifying their employment status.

Health Club Discount

If you are a subscriber to the Town's health insurance plan, you may qualify for their "Fitness Reward". This provides up to $150 that your family can use toward membership or exercise classes at a health club, once you've belonged to a health club and have been a Health Plans, Inc. member for at least four months (in a calendar year). To process your discount you must complete a Fitness Reward Form available on the Health Plans, Inc. website.

B.J.'s Wholesale Club Membership

Employees are eligible to take part in our corporate membership to B.J.'s Wholesale Club. Open Enrollments are held twice a year. To enroll you must contact Susan Childers, Human Resources Assistant via email or at 508-553-4840 **during the scheduled open enrollment period.**

Various Discounts

Check out our Google/Drive/Shared Drives/Human Resources Info & Services/Discount Opportunities for various discounts that are often available, such as Verizon Wireless.

Human Resources Services On-Line

In an effort to enhance communication and improve accessibility we have placed Human Resources information on line through Google. We have placed a folder under the Google/Drive/Shared Drives/Human Resources Info & Services. In this folder you will find information on Bargaining Contracts, Sick Bank Memberships, Seniority Lists, Health & Dental Insurance Information, and a "Forms Cabinet", where you may download such forms as, Direct Deposit, W-4, Personal Day Requests, Time Sheets, etc. You will also find a folder where we place all current job postings as well as Labor Law Bulletins. Be watchful, as we will be looking to further utilize this server to continue to improve communications.

Another tool that we utilize to disseminate important messages quickly, is the Google/Groups/All School Staff. We will post information about open enrollment, health fairs, deadlines, etc.

Personnel Records
Change of Status Information

Your personnel file is important to us. It contains all the information related to your employment with Franklin Public Schools and, personal data used for insurance or other business purposes. Keep your personnel records current. Inform Human Resources of any changes to the information in your file, including your name, address, telephone number, marital status, insurance beneficiary, or the addition of a child to your family.

Do this as soon as the change occurs so that you continue to receive important information at the correct address and so that any changes in your benefits apply as soon as possible.

Address, name, and tax exemption changes can be made by completing and submitting a new W-4 form, available on line through the Human Resources "Forms Cabinet", or by contacting the Human Resources Department.

You may visit our Employee Self Service site to confirm your current information and also make changes to phone numbers, etc. At this time, to change your address or exemptions on your W-4 you must still complete the W-4 form as mentioned above.

Employees may request to view their personnel file. Requests must be made in writing to the Human Resources Director and files will be viewed by appointment only.

Employment Verifications

All requests for employment verifications need to be submitted to the Human Resources Office or the Payroll Office. Every effort will be made to process them in a timely manner.

However, due to the high volume of requests received, it is recommended that they not be submitted with little or no turn around time for responding.

Only job title and dates of employment will be verified via the phone. Requests for salary information must be submitted in writing, along with a signed disclaimer from the employee.

Requesting a Personal Day

Per your contract, you may be eligible to request a personal day for emergency types of situations. Requests for personal time must be submitted on a "Personal Day Request Form". There are different forms based upon your bargaining unit. These forms are available on line through Human Resources "Forms Cabinet" or via your school secretary. Completed forms must be submitted initially to your building principal or immediate supervisor for signature and approval, and then submitted to the Superintendent's Office. Any requests for a day before or after a vacation or holiday period must be submitted to the Superintendent of Schools in advance for consideration.

Lane Change Notification/ Course Reimbursement

Any FEA employee seeking to notify us of a Lane Change per Appendix A, Section II, Paragraph 7 of the Teachers Contract, should do so by submitting a letter in writing to the Superintendent of Schools, located at the Central Office. Please note applicable deadline in contract.

Any FEA employee seeking course reimbursement, per Article XXII, Section 22.3 of the Teachers Contract, must submit a course reimbursement form to the Office of Teaching and Learning, located at Central Office. This form is available from your school office. Prior approval is required.

Leaves of Absence

The overall well being of our employees is important to us. While each employee's contribution on the job is valued, Franklin Public Schools recognizes that there are situations where employees may need to take time off from work. We will grant employees the needed time off from work for certain circumstances. Leaves of absence are granted in accordance with contractual agreements and applicable state and federal laws.

Leaves of absence must be requested in writing and submitted to the Superintendent of Schools and Principal/Supervisor within a reasonable amount of time, in order that appropriate replacement arrangements may be made. Requests must include the reason for the leave, requested length of the leave, and a physician's certification, if medical, and the expected return to work date.

Employees with medical or dental insurance may continue coverage during an approved paid leave of absence or unpaid FMLA leave only (up to 12 weeks). Unpaid leaves beyond that would be offered continued coverage through COBRA at applicable COBRA rates.

Sick Bank Membership

According to most contractual agreements, employees have the opportunity to voluntarily participate in a sick bank. This could allow an employee to access additional sick leave for a prolonged illness should their sick time run out. Please refer to your bargaining contract for details. Upon hire, covered employees have the opportunity to become a member of the bank. A completed sick bank enrollment form needs to be submitted to Human Resources upon hire. Requests to utilize the sick bank must be submitted in writing on a sick bank request form to the Sick Bank Committee for review and approval via the Superintendent, and must be accompanied by appropriate medical documentation.

Salary & Pay Day Information

The Franklin School Department, in conjunction with the Town of Franklin, runs a bi-weekly payroll. All staff is paid on a bi-weekly schedule. Paychecks are deposited on Thursday. Employees who are required to fill out and submit timesheets need to record their time accurately and submit them for their principal/supervisor's approval in a timely fashion in order for a paycheck to be generated. A principal or supervisor must approve any adjustments, changes in hours, or overtime.

PAYCHECK DEDUCTION CODES

Code	Description
	MANDATORY DEDUCTIONS
FICA	**FICA**
STATE TAX	**State Income Tax**
FED TAX	**Federal Income Tax**
MEDICARE SCH	**Medicare Tax** – Formerly FICA (Mandatory for employees hired after 4/1/86)
OBRA-MANDA	**Pension** (Pre-Tax Mandatory Deduction for employees regularly working less than 19 hours per week)
NOR CO RT 9	**Norfolk County Retirement Pension** (Pre-tax Mandatory Deduction for employees regularly working 19+ hours per week) * percentage rate may change
2%>30 NOR	**Norfolk County Retirement Pension and/or Massachusetts Teachers Retirement System** (pre-tax Mandatory Deduction over $30,000.00)
MA TCH RT 11 (9, 8, 7, 5)	**Massachusetts Teacher's Retirement System** (Pre-Tax Mandatory Deduction for Teachers ONLY**) *percentage rate may change**
2%>30K MA	
	VOLUNTARY DEDUCTIONS
See Page 8	**Annuity Plan – 403B** (pre-tax voluntary deduction)
See Page 9	**457 Plan** (pre-tax voluntary deduction)
SAVINGS BONDS	**Savings Bonds**
	Credit Union
FLEX D	**Cafeteria Plan Dependent Care** (Pre-tax voluntary deduction)
FLEX M	**Cafeteria Plan Medical** (Pre-Tax voluntary deduction)
FLEX ADM	**Cafeteria Plan Administrative Fee** (Pre-tax voluntary deduction)
PRE TX DENT	**Pre-tax Dental insurance premiums** (Pre-Tax voluntary deduction)
SUPP LIFE IN	**Additional Life Insurance** (Pre-Tax voluntary deduction)
DEPEND LIFE	**Dependent Life Insurance** (Pre-Tax voluntary deduction)
LIFE INS	**Life/Accidental Death Insurance Premiums** (Pre-Tax voluntary deduction)
PTX HIS SCH	**Medical Insurance Premiums** (Pre-Tax Voluntary Deduction)
ST DISAB COL	**Short Term Disability Insurance Premiums**
FEA UNION DU	**Union Dues**
LTD	**Long Term Disability**
DD NET PAY	**Net amount of Direct Deposit**
DD1, 2, or 3	**Specified Direct deposits into accounts**

2022-2023 Bi-Weekly Payment Schedule

September 1, 2022 w/e 9/3 (for teachers only)	**February 2, 2023 w/e 2/4**
September 15, 2022 w/e 9/17	**February 16, 2023 w/e 2/18**
September 29, 2022 w/e 10/1	**March 2, 2023 w/e 3/4**
October 13, 2022 w/e 10/15	**March 16, 2023 w/e 3/18**
October 27, 2022 w/e 10/29	**March 30, 2023 w/e 4/1**
November 10, 2022 w/e 11/12	**April 13, 2023 w/e 4/15**
November 24, 2022 w/e 11/26	**April 27, 2023 w/e 4/29**
December 8, 2022 w/e 12/10	**May 11, 2023 w/e 5/13**
December 22, 2022 w/e 12/24	**May 25, 2023 w/e 5/27**
January 5, 2023 w/e 1/7	**June 8, 2023 w/e 6/10**
January 19, 2023 w/e 1/21	**June 22, 2023 w/e 6/24**

Confidential information includes employee evaluations, student files, medical information, and any personal information that can violate an individual right of privacy when disclosed.

Employees form relationships based on trust in dealing with students and other staff members. Therefore, all employees must protect that trust, and refrain from discussing confidential matters outside of properly defined school channels.

Discussions and written information regarding students should be handled with discretion. All staff is expected to maintain confidentiality of student records and parent information.

Leaving Franklin Public Schools & Retirement Information

Prior to retiring from Franklin Public Schools, you may schedule an appointment to meet with the Payroll Manager/Human Resources Assistant.

This meeting with the Payroll Manager will also explain your final pay and the retirement process. A meeting with the Human Resources Assistant will advise as to what you can expect with regard to your benefits, especially any health insurance concerns.

Teachers contemplating retirement should contact the Mass Teachers Retirement System regarding retirement paperwork. Once received, they must then contact the Payroll Department for assistance in completing the necessary form information. Employees who are members of the Norfolk County Retirement Board must contact the Board regarding available options for pension payouts, refunds, and rollovers. They can be reached at 1-800-247-9992. Employees meeting retirement eligibility may continue with the Town's Health Insurance Program until such time as they are eligible for Medicare. When/if a retiree is eligible for Medicare; the Retiree must contact the Town of Franklin Human Resources Department and provide a copy of the Medicare Part A & Part B card showing the effective date. At that time the Retiree will be transferred to our Harvard Pilgrim Health Medicare Enhance Supplemental Plan.

File: GCRD

TUTORING FOR PAY

Definition: "Tutoring" means giving private instruction or help to an individual or group for which the teacher receives remuneration other than through the School Committee.

Tutoring is not to be recommended for a student unless the administrator or appropriate teacher(s) of the student(s) involved is consulted and agrees that it will be of real help. If tutoring seems advisable, the Principal may give the parents a list of persons who are willing to tutor. This list may include teachers, but not the student's teacher of the subject in which he or she is to be tutored.

File: GBEA

CONFLICT OF INTEREST

No employee of the Franklin Public Schools will engage in or have a financial interest in, directly or indirectly, any activity that conflicts or raises a reasonable question of conflict with his duties and responsibilities in the school system. Nor will any staff member engage in any type of private business during school time or on school property.

Employees will not engage in work of any type where information concerning customer, client, or employer originates from any information available to them through school sources.

Moreover, as there should be no conflict of interest in the super-vision and evaluation of employees, at no time may any administrator responsible for the supervision and/or evaluation of an employee be directly related to him.

In order to avoid the appearance of any possible conflict, it is the policy of the Franklin School Committee that no employee be hired who is related to any member of the School Committee or who is related to any administrator of the school district. This provision will not affect anyone currently employed in the district who may be related to either a School Committee member or an administrator but future promotions or hiring will not be exempt from this provision. No member of the School Committee will be employed by the school district.

LEGAL REFS: M.G.L.71:52

NONDISCRIMINATION

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

1. Promote all individuals' rights and responsibilities 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 come from various socioeconomic, racial, and ethnic groups.

3. Work toward a more integrated society and enlist the support of individuals and groups and agencies, both private and governmental, in such an effort.

4. Use all appropriate communication and action techniques to air and reduce the grievances of individuals and groups.

5. Carefully consider, in all the decisions made within the school district, 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 the school district's policies and practices to achieve this statement's objectives to the greatest extent possible.

The Franklin School Committee's nondiscrimination policy 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, gender identity, religion, national origin, sexual orientation, disability, pregnancy or pregnancy-related condition.

If an individual has a complaint or feels that they have been discriminated against because of their race, color, creed, religion, ancestry, national origin, sex, gender identity or expression, sexual orientation, marital status, genetic information, disability, pregnancy, or a related condition, veteran status, age, or homelessness, their complaint should be registered with the Title IX Coordinator at each school. The Title IX Coordinator will then inform the District Title IX Coordinator, Mr. Lucas Giguere, Assistant Superintendent of Schools 355 East Central Street; Suite 3, Franklin, MA 02038.

Additionally, a student who believes that they are the victim of discrimination or harassment may also report the matter to a teacher, counselor, or administrator who will notify the Building Principal in the school or directly to the Building Principal. All employees of the Franklin Public Schools must respond to suspected discrimination or harassment and to complaints by students of discrimination or harassment by notifying the Building Principal or their designee. Employees are expected to take every report of discrimination seriously and to understand the reporting procedures.

For information regarding the District's prohibition of harassment and those grievance procedures available to students or staff who believe they have been subject to discrimination or harassment in violation of this Policy or state and federal law, including Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendment Act of 1972, Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act, and Massachusetts General Laws, Chapter 151B, please refer to Policy ACAB- Harassment and supporting regulations ACAB-R1 and ACAB-R2.

SOURCE: MASC

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 603CMR 26:00 Amended 2012
BESE regulations 603CMR 28.00

CROSS REFS.: ACAB, Harassment
ACAB-R1, Grievance Procedure for Complaints of Harassment and Discrimination
ACAB-R2, Grievance Procedure for Complaints of Sexual Harassment under Title IX of the Education Amendments of 1972
GBA, Equal Employment Opportunity
JB, Equal Educational Opportunities

UPDATED: June 2012
Reviewed; Revised; Adopted by School Committee: 11/10/2020

HARASSMENT

Harassment of students by other students, employees, vendors, and other third parties will not be tolerated in the Franklin Public Schools. The alleged harassment must involve conduct that occurred within the school's own program or activity, such as whether the harassment occurred at a location or under circumstances where the school-owned or substantially controlled the premises, exercised oversight, supervision, or discipline over the location of participants, or funded, sponsored, promoted or endorsed the event where the alleged harassment occurred, against a person in the United States. This policy is in effect while students are on school grounds, School District property, or property within the school District's jurisdiction such as school buses, or attending or engaging in school-sponsored activities.

Harassment prohibited by the District includes, but is not limited to, harassment based upon race, color, creed, religion, ancestry, national origin, sex, gender identity or expression, sexual orientation, marital status, genetic information, disability, pregnancy, or a related condition, veteran status, age, or homelessness. Students whose behavior is found to violate this policy will be subject to disciplinary action, including suspension or expulsion pursuant to disciplinary codes. Employees who have been found to violate this policy will be subject to discipline up to and including termination of employment, subject to contractual disciplinary obligations.

Employee-to-Student Harassment means conduct of a written, verbal, or physical nature that is designed to embarrass, distress, agitate, disturb, or trouble students when:

- Submission to such conduct is made either explicitly or implicitly a term or condition of a student's education or a student's participation in school programs or activities; or
- Submission to or rejection of such conduct by a student is used as the basis for decisions affecting the student.

Student-to-Student Harassment means conduct of a written, verbal, or physical nature that is designed to embarrass, distress, agitate, disturb, or trouble students when:

- Such conduct has the purpose or effect of unreasonably interfering with a student's performance or creating an intimidating or hostile learning environment.

Harassment, as described above, may include, but is not limited to:

- Written, verbal, or physical (including texting, blogging, or other technological methods) harassment or abuse;
- Repeated remarks of a demeaning nature;
- Implied or explicit threats concerning one's grades, achievements, or other school matter;
- Demeaning jokes, stories, or activities directed at the student;

Student-to-Employees Harassment means conduct of a written, verbal, or physical nature by a student that is designed to embarrass, distress, agitate, disturb, or trouble an employee which creates a hostile work environment.

By law, what constitutes harassment is determined from a reasonable person's perspective regarding the harassment's characteristics. Individuals should consider how others might reasonably view their words and actions.

The District will promptly and reasonably investigate allegations of harassment in coordination with the building-designated Title IX Coordinator and the District Title IX Coordinator.

Sexual harassment is unwelcome conduct of a sexual nature. The definition includes unwelcome conduct on the basis of sex that is so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the school's education program or activity it also includes unwelcome sexual advances, requests for sexual favors, and other verbal, nonverbal, or physical conduct of a sexual nature. Sexual harassment includes conduct by an employee conditioning an educational benefit or service upon a person's participation in unwelcome sexual conduct, often called quid pro quo harassment and, sexual assault as the Federal Clery Act defines that crime. Sexual violence is a form of sexual harassment. Sexual violence, as the Office of Civil Rights (OCR) uses the term, refers to physical sexual acts perpetrated against a person's will or where a person is incapable of giving consent (e.g., due to the student's age or use of drugs or alcohol, or because an intellectual or other disability prevents the student from having the capacity to give consent). A number of different acts fall into the category of sexual violence, including rape, sexual assault, sexual battery, sexual abuse, and sexual coercion. Massachusetts General Laws Ch. 119, Section 51 A, requires that public schools report suspected child abuse cases, immediately orally and file a report within 48 hours detailing the suspected abuse to the Department of Children and Families. For the category of sexual violence, in addition to Section 51A referrals these offences and any other serious matters shall be referred to local law enforcement.

Schools must treat seriously all reports of sexual harassment that meet the definition of sexual harassment and the conditions of actual notice and jurisdiction as noted above. Holding a school liable under Title IX can occur only when the school knows of sexual harassment allegations and responds in a way that is deliberately indifferent (clearly unreasonable in light of known circumstance).

While it is not possible to list all those additional circumstances that may constitute sexual harassment, the following are some examples of conduct, which if unwelcome, may constitute sexual harassment, depending on the totality of the circumstances, including the severity of the conduct and its pervasiveness:

- Unwelcome sexual advances—whether they involve physical touching or not;
- Sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one's sex life; comment on an individual's body, comment about an individual's sexual activity, deficiencies, or prowess;
- Displaying sexually suggestive objects, pictures, cartoons;
- Unwelcome leering, whistling, brushing against the body, sexual gestures, suggestive or insulting comments;
- Inquiries into one's sexual experiences; and,
- Discussion of one's sexual activities.

The legal definition of sexual harassment is broad and in addition to the above examples, other sexually oriented conduct, whether it is intended or not, that is unwelcome and has the effect of creating an environment that is hostile, offensive, intimidating, to male, female, or gender non-conforming students or employees may also constitute sexual harassment.

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

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

Retaliation against a complainant, because they have filed a harassment or sexual harassment complaint or assisted or participated in a harassment or sexual harassment investigation or proceeding, is also prohibited. A student or employee who is found to have retaliated against another in violation of this policy will be subject to disciplinary action up to and including student suspension and expulsion or employee termination.

The complainant does not have to be the person at whom the unwelcome sexual conduct is directed. The complainant, regardless of gender, may be a witness to and personally offended by such conduct.

NOTICE OF SEXUAL HARASSMENT

The regulations require a school district to respond when the district has actual notice of sexual harassment. School districts have actual notice when an allegation is made known to any school employee. Schools must treat seriously all reports of sexual harassment that meet the definition of harassment and the conditions of actual notice and jurisdiction as noted whether or not the complainant files a formal complaint. Holding a school liable under Title IX can occur only when the school knows of sexual harassment allegations and responds in a way that is deliberately indifferent (clearly unreasonable in light of known circumstances). Schools are required to investigate every formal complaint and respond meaningfully to every known report of sexual harassment.

The regulation highlights the importance of supportive measures designed to preserve or restore access to the school's education program or activity, with or without a formal complaint. Where there has been a finding of responsibility, the regulation would require remedies designed to restore or preserve access to the school's education program or activity.

DUE PROCESS PROTECTIONS

Due process protections include the following:

1. A presumption of innocence throughout the grievance process, with the burden of proof on the school;
2. A prohibition of the single investigator model, instead requiring a decision–maker separate from the Title IX Coordinator or investigator;
3. Application of a preponderance of evidence standard;
4. The opportunity to test the credibility of parties and witnesses through cross-examination subject to "rape shield" protections and may generally not be asked about their prior sexual behavior or history:
5. Written notice of allegations and an equal opportunity to review the evidence;
6. Title IX Coordinators, investigators, and decision-makers must be free from bias or conflict of interest;

7. Equal opportunity for parties to appeal;

8. Upon filing a formal complaint the school must give written notice to the parties containing sufficient details to permit a party to prepare for any initial interview and proceed with a factual investigation. The parties must be allowed to submit written questions to challenge each other's credibility before the decision-maker makes a determination. After the investigation, a written determination must be sent to both parties explaining each allegation, whether the respondent is responsible or not responsible, including the facts and evidence on which the conclusion was based by applying the preponderance of the evidence standard.

The District may establish an informal investigation process that may be followed by a formal process upon the request of the complainant. As long as the process is voluntary for all parties, after being fully informed and both parties provide written consent, a school may facilitate informal resolution of a sexual complaint.

In consultation with the Title IX coordinator, the Superintendent shall designate each school principal in the district or their designee [or some other appropriate employee(s)] as the initial entity to receive the sexual harassment complaint. Also, in a matter of sexual harassment, the district shall require that the Title IX Coordinator be informed, as soon as possible, of the filing of the complaint. Nothing in this policy shall prevent any person from reporting the prohibited conduct to someone other than those above designated complaint recipients. The investigator may receive the complaint orally or in writing, and the investigation shall be conducted in such a way as to maintain confidentiality to the extent practicable under the circumstances and in compliance with applicable law. The investigation will be prompt, thorough, and impartial, and will include, at least, a private interview with the person filing the complaint and with witnesses. Also, the alleged harasser will be interviewed. When the investigation is completed, the complaint recipient will, to the extent appropriate, inform the person filing the complaint and the person alleged to have committed the conduct of the results of that investigation.

RECORD KEEPING REQUIREMENTS

Schools must create and maintain records documenting every Title IX sexual harassment complaint. This could include mediation, restorative justice, or other models of alternative dispute resolution. Schools must keep records regarding the school's response to every report of sexual harassment of which it becomes aware even if no formal complaint was filed, including documentation of supportive matters offered and implemented for the complainant.

This policy, or a summary thereof that contain the essential policy elements shall be distributed by the Franklin Public School District to its students and employees and each parent or guardian shall sign that they have received and understand the policy.

Please note that the following entities have specified time limits for filing a claim.

The Complainant may also file a complaint with:
The Massachusetts Commission Against Discrimination ("MCAD")
One Ashburton Place, Room 601
Boston, MA 02108
(617) 727-3990

The U.S. Department of Education, Office for Civil Rights
5 Post Office Square 8th Floor
Boston, MA 02109-3921
(617) 289-0111

Massachusetts Department of Elementary & Secondary Education

75 Pleasant Street
Malden, MA 02148-4906
(781) 388-3000

The U.S. Equal Employment Opportunity Commission ("EEOC")
John F. Kennedy Federal Building
475 Government Center
Boston, MA 02203
(800) 669-4000

For information regarding the Grievance Process for non-Title IX complaints of harassment and/or discrimination, please refer to regulation ACAB-R1.

For information regarding the Grievance Process for complaints of discrimination on basis of sex or sexual harassment under Title IX of the Education Amendments of 1972, please refer to regulation ACAB-R2.

LEGAL REF.: M.G.L. 151B:3A
Title IX of the Education Amendments of 1972
BESE 603 CMR 26:00
34 CFR 106.44 (a), (a)-(b)
34 CFR 106.45 (a)-(b) (1)
34 CFR 106.45 (b)(2)-(b)(3,4,5,6,7) as revised through June 2020

Note: A summary of the attached Policy, as adopted, must be sent to parents/guardians, students, employees, unions, and prospective employees of the school district including Title IX Coordinator(s), investigator(s) and the decision-maker. The above referenced employees must attend training sessions on the implementation of the Policy.

SOURCE: MASC July 2020

Adopted by School Committee: 11/10/2020

WORKERS COMPENSATION

PROCEDURE FOR REPORTING JOB RELATED INJURY…

Although Franklin Public Schools expects all employees to practice safe work habits and to be aware of their surroundings at all times, we recognize that there are occasions when injuries can and do arise out of the course of employment. In order for all accidents and injuries to be treated promptly and thoroughly it is necessary to follow the proper reporting procedure.

Who's Responsible for What?

Employee	Report any job-related injury (no matter how small) to your supervisor or principal as soon as possible, but no later than the completion of the current workday or shift. Failure to report an accident or injury in a timely manner may result in a delay or denial of a workers compensation claim.
Supervisor/ Principal or School Nurse	All severe or life threatening illnesses/injuries are to be handled by 911 Treat ill or injured employee or refer to proper care provider (Nurse, Physician, etc.) Arrange transportation for employee, if required
Supervisor/ Principal or School Nurse	Complete and sign appropriate paperwork: **Supervisor's Investigation Report**- after every incident Obtain any necessary information from any witness as soon as possible **MIIA Injury Reporting Forms** - For all injuries. **Under no circumstances should an employee complete reports!** Obtain the employee's signature on the **Medical Authorization Form** Provide a copy of Authorization Form to employee Mail all completed forms to Human Resources Office @ Central Administration
Employee	Sign **Medical Authorization Form** Instruct all Health Care Providers to submit bills to: MIIA One Federal Street Boston, MA 02110 Provide a completed **return to work note** to Human Resources/Supervisor **prior** to returning to work
Human Resources Office	Receive and review all paperwork REPORT INJURY TO MIIA WORKER'S COMPENSATION

POLICY

Pursuant to Massachusetts General Law, Chapter 152, all employees except uniformed police and fire employees are provided insurance protection to cover the loss of wages and designated expenses arising from employment-related injuries. It is both the responsibilities of the insured employee and his/her supervisor or department head to immediately report an injury to the Town.

WAGE COMPENSATION

The salary compensation under the new worker's compensation law is calculated at 60% of the average regular pay of the employee. If an employee has accumulated leave and requests to do so, the difference between the workers' compensation pay and his/her regular pay may be charged to accumulated sick, vacation or compensatory time leave so that the employee receives 100% of his/her gross payroll. The employee may also elect only to receive the worker's compensation. No deductions are made from the workers' compensation check. Therefore, the employee must make arrangements with the Comptroller's Office to pay for voluntary deductions such as health insurance, life insurance, credit unions or union dues. The monthly 1 ¼ sick day is not accrued while employee is on workers' compensation, also the employee will not be paid for any holidays.

Equal Employment Opportunity

File: GBA

The Franklin School Committee subscribes to the fullest extent to the principle of the dignity of all people and of their labors and will take action to ensure that any individual within the district who is responsible for hiring and/or personnel supervision understands that applicants are employed, assigned, and promoted without regard to their race, color, creed, religion, ancestry, national origin, sex, gender identity or expression, sexual orientation, marital status, genetic information, disability, pregnancy or a related condition, veteran status, age, or homelessness . Every available opportunity will be taken in order to assure that each applicant for a position is selected on the basis of qualifications, merit and ability.

LEGAL REF.: 603 CMR 26:08

Reviewed; revised: 8/5/2014
Reviewed, Revised 5/1/2018
Reveiwed, no revisions: 12/17/2020

FRANKLIN PUBLIC SCHOOLS LIAISONS/ COMPLIANCE OFFICERS

Individuals with Disabilities /Special Education Director
Ms. Paula Marano
Director of Student Services
355 East Central Street
Franklin, MA 02038
508-553-4811

Homeless Liaison
Ms. Paula Marano
Director of Student Services
355 East Central Street
Franklin, MA 02038
508-553-4811

English Language Learner Liaison
Ms. Michele Kingsland-Smith
Title 1 / ELL
235 Wachusett Street
Franklin, MA 02038
508-541-5281 X2232

Section 504 Coordinator
Ms. Paula Marano
Director Student Services
355 East Central Street
Franklin, MA 02038
508-553-4811

Title II Liaison
Mr. Lucas Giguere
Asst. Superintendent of Schools
355 East Central Street
Franklin, MA 02038
508-553-4819

Title VI Civil Rights Officer Harassment / Grievance
Mr. Lucas Giguere
Asst. Superintendent of Schools
355 East Central Street
Franklin, MA 02038
508-553-4819

Title IX Officer
Ms. Paula Marano
Director of Student Services
355 East Central Street
Franklin, MA 02038
508-553-4819

Educator Licensure
Ms. Lisa Trainor
Director Human Resources
355 East Central Street
Franklin, MA 02038
508-553-4840

COBRA

AS YOU ENROLL IN HEALTH INSURANCE
TOWN OF FRANKLIN
NOTICE OF GROUP HEALTH CONTINUATION
COVERAGE UNDER COBRA

VERY IMPORTANT NOTICE

TO EMPLOYEES AND THEIR SPOUSES
COVERED UNDER THE
EMPLOYEE BENEFITS PLAN

In 1986, a Federal law was enacted (Public Law 99-272, Title X), known as "COBRA", requiring that most employers sponsoring group health plans offer participating employees and their families the opportunity for a temporary extension of health coverage (called "Continuation Coverage") at group rates in certain instances where coverage under the employer's plan would otherwise end.

This notice is intended to inform you, in summary fashion, of your rights and obligations under the Continuation Coverage provisions of COBRA, as amended. Both you and your covered dependents should take the time to read this notice carefully.

EVENTS GIVING RISE TO CONTINUATION COVERAGE OPTION

Covered Employees

If you are an employee of Employer or an individual (self-employed or otherwise) who performs services for the Employer, and you are covered by the Employer's Employee Benefits Plan ("the Benefits Plan"), you have the right to purchase this Continuation Coverage when you lose your group health coverage for *either* of the following Qualifying Events:

1. A reduction in your hours of employment below the Benefits Plan eligibility threshold; or

2. The Termination of your employment unless your employment is terminated because of gross misconduct on your part.

Spouses of Covered Employees

If you are currently covered under the Benefits Plan as the spouse of an employee covered by the Benefits Plan, you have the right to purchase Continuation Coverage for yourself when you lose group health coverage under the Benefits Plan for any of the following Qualifying Events:

1. The death of your spouse;

2. A termination of your spouse's employment unless termination is due to gross misconduct;

3. A reduction in your spouse's hours of employment with Employer below the Benefits Plan Eligibility threshold;

4. Divorce or legal separation from your spouse; or

5. Your spouse becomes entitled to Medicare.

Dependent Children of Covered Employees

If you have a dependent child who is currently covered by the Benefits Plan, he or she has the right to purchase Continuation Coverage if group health coverage is lost under the Benefits Plan for any of the following Qualifying Events:

1. The death of the employee;

2. A termination of the employee's employment unless termination is due to gross misconduct;

3. A reduction in the employee's hours of employment with Employer below the Benefits Plan eligibility threshold;

4. The employee's divorce of legal separation;

5. The employee becomes entitled to Medicare; or

6. The dependent ceases to be a "dependent child" under the Benefits Plan. (In general, the Benefits Plan covers unmarried children until they reach their 19th birthday. Thereafter, an unmarried child is ineligible unless he or she is attending school on a full-time basis. All children cease to be eligible dependents on their 26th birthday even if they continue to be full time students.)

A child who is born to or placed for adoption with the covered employee during a period of COBRA coverage will be eligible to become a qualified beneficiary. In accordance with the terms of the Employer's Employee Benefits Plan and the requirements of federal law, these qualified beneficiaries can be added to COBRA coverage upon proper notification to the Plan Administrator of the birth or adoption.

PERIOD OF CONTINUATION COVERAGE

General Rules

COBRA requires that you be afforded the opportunity to purchase Continuation Coverage for up to 18 months if either of the following Qualifying Events occurs;

1. Termination of the covered employee's employment, unless termination is due to gross misconduct; or

2. A reduction in the covered employee's hours of employment below the Benefits Plan eligibility threshold.

COBRA requires that you be afforded the opportunity to purchase Continuation Coverage for up to 36 months if any of the following Qualifying Events occur;

1. The death of the covered employee;

2. Divorce or legal separation from the covered employee;

3. The covered employee becomes entitled to Medicare; and

4. A child ceases to be a dependent under the Benefits Plan

Special Rule for Multiple Qualifying Events other than Entitlement to Medicare

If during an 18- month period of Continuation Coverage you experience an event, giving rise to 36 months of Continuation Coverage, you may elect to extend your Continuation Coverage to 36 months beginning on the date the original 18-month period began. (Special rules involving entitlement to Medicare are discussed below.) By way of example, an employee quits his job (18 month coverage) and dies shortly thereafter (36 month coverage). The surviving spouse and dependents are eligible to receive coverage for a maximum of 36 months commencing on the date the employee quit his job provided they were eligible for Continuation Coverage at the time of the covered employee's death. In no event will Continuation Coverage last beyond 36 months from the date of the first Qualifying event.

If you believe you are entitled to extended coverage under this rule you should contact the Plan Administrator at the address set forth at the end of this notice. Failure to contact the Plan Administrator may lead to premature termination of Continuation Coverage.

Special Rule for Spouses and Dependent Children Upon Covered Employee's Entitlement to Medicare

COBRA requires that if a covered employee becomes entitled to Medicare (regardless of whether such Qualifying Event causes a loss of coverage under the Benefits Plan), the period of coverage for the spouse of such covered employee or the dependent child of such covered employee shall not terminate before the end of the 36 month period following the earlier of the date of the first Qualifying Event or the date covered employee becomes entitled to Medicare. Entitlement to Medicare means the covered employee is eligible to receive and signs up for Medicare Insurance. The maximum aggregate period of Continuation Coverage for any or all Qualifying Events, including Medicare entitlement, is 36 months. For example, assume a covered employee becomes entitled to Medicare on January 1, 1999 (which event does not cause a loss of coverage), and subsequently loses coverage due to termination of employment on September 1, 1999. By applying the special Medicare rule, a "lookback" to the date of Medicare entitlement would entitle the employee's covered dependents to 36 months of Continuation Coverage (i.e., from January 1, 1999 to December 31, 2002). Under these circumstances, an employee's covered dependents are entitled to the longer period of Continuation Coverage (36 months) beginning on the date of Medicare entitlement, instead of only 18 months of coverage from the date of the employee's termination (which coverage would have expired on February 29, 2001).

This coverage is available only to the spouse and dependent children of covered employees and only if such individuals themselves are covered under the Benefits Plan at the time the covered employee becomes entitled to Medicare.

To ensure that you received this coverage, you must notify the Plan Administrator at the time the covered employee becomes entitled to Medicare. The address for the Plan Administrator is set forth below. Failure to notify the Plan Administrator of the covered employee's entitlement may lead to premature termination of Continuation Coverage.

Special Rule for Disabled Qualified Beneficiaries

If the covered employee, the spouse of a covered employee, or the dependent child of a covered employee is determined by the Social Security Administration to be disabled (for Social Security disability purposes) at any time during the first 60 days of COBRA coverage, the disabled individual, if then covered under the Benefits Plan, is eligible for extended Continuation Coverage beyond the normal period of 18 months. Under this special rule, qualifying disabled individuals may extend Continuation Coverage for up to 29 months from the time they are first eligible to elect Continuation Coverage due to a termination or reduction in hours of employment.

In order to be entitle to this extended coverage, the disabled person (or any other qualified beneficiary) must provide the following notices to the Plan Administrator:

1. A copy of the Social Security Administration determination of his or her disability within the earlier of 60 days after the Administration makes a disability determination, or the last day of the initial 18-month period of Continuation Coverage, and

2. Such individual must notify the Plan Administrator within 30 days of the date the Social Security Administration makes a final determination that he or she is no longer disabled.

TERMINATION OF CONTINUATION COVERAGE

COBRA also provides that your Continuation Coverage will end for any of the following reasons:

1. The Employer no longer provides group health coverage to any of its employees (special rules may apply if a health plan is terminated or coverage is reduced on account of bankruptcy proceedings);

2. You fail to pay the premium for your Continuation Coverage on time;

3. You become covered under another group health plan as an employee, spouse or dependent, after the date your elect COBRA coverage so long as the new group health plan does not exclude or limit coverage for a pre-existing condition for which you were covered under the Benefits Plan;

4. You become entitled to Medicare after the date you elect COBRA coverage; or

5. You end your legal separation from a covered employee and once again become covered under the Benefits Plan as a spouse.

In addition, if your Continuation Coverage was extended to 29 months due to your disability, your extended coverage will end with the month that begins more then 30 days after a final determination under Social Security Administration that you are no longer disabled even if the total period of coverage is less than 29 months. In no event, however, will the period of coverage be less than 18 months unless one of the above events occurs.

The Health Insurance Portability and Accountability Act of 1996 (HIPAA) restricts the extent to which group health plans may impose pre-existing condition limitations. These rules are generally effective for plan years beginning after June 30, 1997. HIPAA coordinates COBRA's other coverage cut-off rule with these new limits as follows.

If you become covered by another group health plan and that plan contains a pre-existing condition limitation that affects your, your COBRA coverage cannot be terminated. However, if the other plan's pre-existing condition rules do no apply to you by reason of HIPAA's restrictions on pre-existing condition clauses, the Benefits Plan may terminate your COBRA coverage.

Under the law, you do not have to show that you are insurable to purchase Continuation Coverage. However, Continuation Coverage under COBRA is provided subject to your eligibility for coverage; the Employer reserves the right to terminate your COBRA coverage retroactively if you are determined to be ineligible.

You must pay the entire premium for your Continuation Coverage

COBRA, also provides that, at the end of the Continuation Coverage period, you must be allowed to enroll in an individual conversion health plan, if any, provided under the Benefits Plan. If you elect to convert your coverage to an individual conversion plan, you must notify the Plan Administrator within the 180-day period ending on the date your Continuation Coverage under the Benefits Plan will expire.

NOTICE PROCEDURES

Notice to be Provided by Employee or Family Member

Under COBRA, the employee or a family member has the responsibility to inform the Employer's Employee Benefits Plan Administrator of a divorce, legal separation, or a child losing covered dependent status under the Plan within 60 day of the event. The address for the Plan Administrator is set forth below. You must inform the Plan Administrator as soon as possible after one of these events has occurred. You must also notify the Plan Administrator in accordance with the special rules regarding disability determination, if applicable. If you fail to inform the Plan Administrator within 60 days after one of these events has occurred, you will lose your right to purchase Continuation Coverage under the Benefits Plan.

In addition, there are also special rules for the Continuation Coverage, which apply when the covered employee becomes entitled to Medicare as determined by the Social Security Administration. The Medicare rules are described in more detail above. To ensure that you receive the maximum amount of coverage in the event the covered employee becomes entitled to Medicare, you should notify the Plan Administrator as soon as possible after such Medicare entitlement occurs.

Notice to be Provided by Employer

The Employer has the responsibility to notify the Plan Administrator of an employee's death, termination of employment, or reduction in hours work below the Benefits Plan eligibility threshold, or Medicare entitlement.

Notice to be Provided by the Plan Administrator

When the Plan Administrator is notified of a divorce, legal separation, child losing dependent status, employee's death, termination of employment, reduction in hours worked, or Medicare entitlement, the Plan Administrator will in turn notify you that you have the right to purchase Continuation Coverage.

Election Period and Premium Payment

Under the law, you have 60 days from the date, which is the later of (i) the date you have been provided with this Notice, or (ii) the date you would lose coverage because of one of the events described above, to inform the Plan Administrator that you want

Continuation Coverage. You must inform the Plan Administrator by completing the Election Form and sending it to the Plan Administrator *no later* then the end of the 60 -day period described in the previous sentence.

The Continuation Coverage is optional. However, if you do not elect the Continuation Coverage, your group health coverage under the Benefits Plan will end.

If you elect Continuation Coverage, the Employer is required to allow you to purchase coverage, which, as of the time coverage is being provided, is identical to the coverage provided under the plan to similarly situated employees or family members.

You must pay *all* premiums for coverage due retroactive to the day you lost coverage under the Benefits Plan no later then the forty-sixth (46th) day following your initial election to purchase Continuation Coverage. For each premium payment thereafter, payment is due on the first day of the month for which the premium applies (for example, the premium for the month of June is due June 1). If you do not pay your premium on or before the first day of each month, a grace period of 30 days will be allowed for payment for any delinquent premium. A failure to pay premiums before the expiration of the grace period will result in a loss of coverage.

CERTIFICATION PROCEDURES

The Benefits Plan provides Creditable Coverage Certifications to Plan participants in accordance with the Health Insurance Portability and Accountability Act of 1996. The certification provided at the beginning and end of your COBRA coverage and again within 24 months if you request it, will specify the period of time for which you are covered under our group health plan and under COBRA. This certification may be used to reduce or eliminate a pre-existing condition-waiting period if you become covered under a new group health plan within 63 days of the date your coverage ends under the Employer's Employee Benefits Plan.

PLAN ADMINISTRATOR

The requirements of COBRA are complicated. If you have any questions about the matters discussed in this Notice, please contact:

American Benefits Group
800-499-3539

Finally, to ensure that you receive all of the important information concerning your Continuation Coverage, you should notify the Plan Administrator in writing at the above address as soon as possible upon the occurrence of any of the following events:

1. You and your spouse legally separate or divorce.
2. You or your spouse change addresses.
3. Your child ceases to be an eligible dependent under the Benefits Plan.
4. You are a covered employee and you become entitled to Medicare.
5. You are covered by the Benefits Plan and the Social Security Administration determines that you are disabled, as well as a subsequent determination by the Social Security Administration that you are no longer disabled, if applicable.

EDUCATOR ETHICS/PROTOCOL
Protect Yourself

HEALTHY BOUNDARIES FOR EDUCATORS

More than ever, kids need healthy, clearly defined relationships with adults to feel safe and to develop into competent and responsible human beings. As educators, we are their role models -- not their friends, their confidantes, or surrogate parents.

Your professional behavior, values, and responsibilities – both in and outside of school – are more important than popularity among students or a need to please others.

Remember that your competencies are in teaching your subjects and in providing students with an excellent, well-rounded education. You are employed by FPS in a specific role. Leave the counseling to the counselors.

Remember -- at all times -- that you are the adult, the professional, the role model.

IN SCHOOL

Follow the Internet Use Policy. Remember that any emails sent on a school computer can be retrieved. Emails can be considered public documents. Internet activity on a school computer can be tracked.

Dress professionally. While certain clothes are fine for weekend wear, they should not be worn to school by teachers. The way you dress should never be a distraction to your students.

Use caution with self-disclosure about your personal life. Discretion is important.

Avoid being alone with students. One-on-one tutoring should be done in a public place like the library. Leave your door open when conferencing. Avoid letting kids “hang out” in your room.

Be consistent in your treatment of students. Do not make exceptions for a favored few. Do not advocate on students’ behalf to bend policies.

Do not touch students. Maintain a professional demeanor to avoid misinterpretation.

OUTSIDE SCHOOL

You are a private citizen, but you are also always an educator. Your out-of-school conduct can affect your job security. The line between our public and private lives is less clear, so what you post on a blog, on your MySpace page, on Facebook, can be accessed by students. If you wouldn’t want the Superintendent reading it aloud to you in a meeting, don’t post it.

Do not extend your contact with students outside of school. Do not send text messages or IMs, give out your phone number, invite students to your house or allow them to show up. Do not drive students in your car. Do not give personal advice about boyfriends or girlfriends. Always be careful when sending emails.

EDUCATOR ETHICS/PROTOCOL
Protect Yourself

STAYING WITHIN BOUNDARIES

Don't be afraid to correct inappropriate behavior. Remind students of the limits of your relationship as an educator. Reaffirm the helping nature of the relationship. Make a plan for getting the student appropriate help. Immediately report any incidents of behavior or comments by students that might be misinterpreted later; don't let situations escalate.

Be friendly, not a friend. Conversations with students should be warm and caring and provide support for their learning and growth. Relationships should be centered on school events and activities. Student-teacher conduct should be appropriate and understood by the general population – not laced with "inside" references.

Maintain a culture of professionalism and respect, providing a healthy atmosphere for student growth.

Support the school culture of professionalism. Don't ignore situations. Help create a culture of intolerance for inappropriate behavior. Letting incidents slide sends the message that you believe such behavior is acceptable.

IT'S THE LAW

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

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

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

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

If you have any questions about your rights and responsibilities, speak to your FEA representative or an administrator.

This summary of the conflict of interest law, General Laws chapter 268A, is intended to help municipal employees understand how that law applies to them.

This summary is not a substitute for legal advice, nor does it mention every aspect of the law that may apply in a particular situation. Municipal employees can obtain free confidential advice about the conflict of interest law from the Commission's Legal Division at our website, phone number, and address above. Municipal counsel may also provide advice.

The conflict of interest law seeks to prevent conflicts between private interests and public duties, foster integrity in public service, and promote the public's trust and confidence in that service by placing restrictions on what municipal employees may do on the job, after hours, and after leaving public service, as described below. The sections referenced below are sections of G.L. c. 268A.

When the Commission determines that the conflict of interest law has been violated, it can impose a civil penalty of up to $10,000 ($25,000 for bribery cases) for each violation. In addition, the Commission can order the violator to repay any economic advantage he gained by the violation, and to make restitution to injured third parties. Violations of the conflict of interest law can also be prosecuted criminally.

I. Are you a municipal employee for conflict of interest law purposes?

You do not have to be a full-time, paid municipal employee to be considered a municipal employee for conflict of interest purposes. Anyone performing services for a city or town or holding a municipal position, whether paid or unpaid, including full- and part-time municipal employees, elected officials, volunteers, and consultants, is a municipal employee under the conflict of interest law. An employee of a private firm can also be a municipal employee, if the private firm has a contract with the city or town and the employee is a "key employee" under the contract, meaning the town has specifically contracted for her services. The law also covers private parties who engage in impermissible dealings with municipal employees, such as offering bribes or illegal gifts. Town meeting members and charter commission members are not municipal employees under the conflict of interest law.

II. On-the-job restrictions.

(a) Bribes. Asking for and taking bribes is prohibited. (See Section 2)

A bribe is anything of value corruptly received by a municipal employee in exchange for the employee being influenced in his official actions. Giving, offering, receiving, or asking for a bribe is illegal.

Bribes are more serious than illegal gifts because they involve corrupt intent. In other words, the municipal employee intends to sell his office by agreeing to do or not do some official act, and the giver intends to influence him to do so. Bribes of any value are illegal.

(b) Gifts and gratuities. Asking for or accepting a gift because of your official position, or because of something you can do or have done in your official position, is prohibited. (See Sections 3, 23(b) (2), and 26)

Municipal employees may not accept gifts and gratuities valued at $50 or more given to influence their official actions or because of their official position. Accepting a gift intended to reward past official action or to bring about future official action is illegal, as is giving such gifts. Accepting a gift given to you because of the municipal position you hold is also illegal. Meals, entertainment event tickets, golf, gift baskets, and payment of travel expenses can all be illegal gifts if given in connection with official action or position, as can anything worth $50 or more. A number of smaller gifts together worth $50 or more may also violate these sections.

Example of violation: A town administrator accepts reduced rental payments from developers.

Example of violation: A developer offers a ski trip to a school district employee who oversees the developer's work for the school district.

Regulatory exemptions. There are situations in which a municipal employee's receipt of a gift does not present a genuine risk of a conflict of interest, and may in fact advance the public interest. The Commission has created exemptions permitting giving and receiving gifts in these situations. One commonly used exemption permits municipal employees to accept payment of travel-related expenses when doing so advances a public purpose. Another commonly used exemption permits municipal employees to accept payment of costs involved in attendance at educational and training programs. Other exemptions are listed on the Commission's website.

Example where there is no violation: A fire truck manufacturer offers to pay the travel expenses of a fire chief to a trade show where the chief can examine various kinds of fire-fighting equipment that the town may purchase. The chief fills out a disclosure form and obtains prior approval from his appointing authority.

Example where there is no violation: A town treasurer attends a two-day annual school featuring multiple substantive seminars on issues relevant to treasurers. The annual school is paid for in part by banks that do business with town treasurers. The treasurer is only required to make a disclosure if one of the sponsoring banks has official business before her in the six months before or after the annual school.

(c) Misuse of position. Using your official position to get something you are not entitled to, or to get someone else something they are not entitled to, is prohibited. Causing someone else to do these things is also prohibited. (See Sections 23(b) (2) and 26)

A municipal employee may not use her official position to get something worth $50 or more that would not be properly available to other similarly situated individuals. Similarly, a municipal

employee may not use her official position to get something worth $50 or more for someone else that would not be properly available to other similarly situated individuals. Causing someone else to do these things is also prohibited.

Example of violation: A full-time town employee writes a novel on work time, using her office computer, and directing her secretary to proofread the draft.

Example of violation: A city councilor directs subordinates to drive the councilor's wife to and from the grocery store.

Example of violation: A mayor avoids a speeding ticket by asking the police officer who stops him, "Do you know who I am?" and showing his municipal I.D.

(d) Self-dealing and nepotism. Participating as a municipal employee in a matter in which you, your immediate family, your business organization, or your future employer has a financial interest is prohibited. (See Section 19)

A municipal employee may not participate in any particular matter in which he or a member of his immediate family (parents, children, siblings, spouse, and spouse's parents, children, and siblings) has a financial interest. He also may not participate in any particular matter in which a prospective employer, or a business organization of which he is a director, officer, trustee, or employee has a financial interest. Participation includes discussing as well as voting on a matter, and delegating a matter to someone else.

A financial interest may create a conflict of interest whether it is large or small, and positive or negative. In other words, it does not matter if a lot of money is involved or only a little. It also does not matter if you are putting money into your pocket or taking it out. If you, your immediate family, your business, or your employer have or has a financial interest in a matter, you may not participate. The financial interest must be direct and immediate or reasonably foreseeable to create a conflict. Financial interests which are remote, speculative or not sufficiently identifiable do not create conflicts.

Example of violation: A school committee member's wife is a teacher in the town's public schools. The school committee member votes on the budget line item for teachers' salaries.

Example of violation: A member of a town affordable housing committee is also the director of a non-profit housing development corporation. The non-profit makes an application to the committee, and the member/director participates in the discussion.

Example: A planning board member lives next door to property where a developer plans to construct a new building. Because the planning board member owns abutting property, he is presumed to have a financial interest in the matter. He cannot participate unless he provides the State Ethics Commission with an opinion from a qualified independent appraiser that the new construction will not affect his financial interest.

In many cases, where not otherwise required to participate, a municipal employee may comply with the law by simply not participating in the particular matter in which she has a financial interest. She need not give a reason for not participating.

There are several exemptions to this section of the law. An appointed municipal employee may file a written disclosure about the financial interest with his appointing authority, and seek permission to participate notwithstanding the conflict. The appointing authority may grant written permission if she determines that the financial interest in question is not so substantial that it is likely to affect the integrity of his services to the municipality. Participating without disclosing the financial interest is a violation. Elected employees cannot use the disclosure procedure because they have no appointing authority.

Example where there is no violation: An appointed member of the town zoning advisory committee, which will review and recommend changes to the town's by-laws with regard to a commercial district, is a partner at a company that owns commercial property in the district. Prior to participating in any committee discussions, the member files a disclosure with the zoning board of appeals that appointed him to his position, and that board gives him a written determination authorizing his participation, despite his company's financial interest. There is no violation.

There is also an exemption for both appointed and elected employees where the employee's task is to address a matter of general policy and the employee's financial interest is shared with a substantial portion (generally 10% or more) of the town's population, such as, for instance, a financial interest in real estate tax rates or municipal utility rates.

Regulatory exemptions. In addition to the statutory exemptions just mentioned, the Commission has created several regulatory exemptions permitting municipal employees to participate in particular matters notwithstanding the presence of a financial interest in certain very specific situations when permitting them to do so advances a public purpose. There is an exemption permitting school committee members to participate in setting school fees that will affect their own children if they make a prior written disclosure. There is an exemption permitting town clerks to perform election-related functions even when they, or their immediate family members, are on the ballot, because clerks' election-related functions are extensively regulated by other laws. There is also an exemption permitting a person serving as a member of a municipal board pursuant to a legal requirement that the board have members with a specified affiliation to participate fully in determinations of general policy by the board, even if the entity with which he is affiliated has a financial interest in the matter. Other exemptions are listed in the Commission's regulations, available on the Commission's website.

Example where there is no violation: A municipal Shellfish Advisory Board has been created to provide advice to the Board of Selectmen on policy issues related to shellfishing. The Advisory Board is required to have members who are currently commercial fishermen. A board member who is a commercial fisherman may participate in determinations of general policy in which he has a financial interest common to all commercial fishermen, but may not participate in determinations in

which he alone has a financial interest, such as the extension of his own individual permits or leases.

(e) False claims. Presenting a false claim to your employer for a payment or benefit is prohibited, and causing someone else to do so is also prohibited. (See Sections 23(b) (4) and 26)

A municipal employee may not present a false or fraudulent claim to his employer for any payment or benefit worth $50 or more, or cause another person to do so.

Example of violation : A public works director directs his secretary to fill out time sheets to show him as present at work on days when he was skiing.

(f) Appearance of conflict. Acting in a manner that would make a reasonable person think you can be improperly influenced is prohibited. (See Section 23(b) (3))

A municipal employee may not act in a manner that would cause a reasonable person to think that she would show favor toward someone or that she can be improperly influenced. Section 23(b)(3) requires a municipal employee to consider whether her relationships and affiliations could prevent her from acting fairly and objectively when she performs her duties for a city or town. If she cannot be fair and objective because of a relationship or affiliation, she should not perform her duties. However, a municipal employee, whether elected or appointed, can avoid violating this provision by making a public disclosure of the facts. An appointed employee must make the disclosure in writing to his appointing official.

Example where there is no violation: A developer who is the cousin of the chair of the conservation commission has filed an application with the commission. A reasonable person could conclude that the chair might favor her cousin. The chair files a written disclosure with her appointing authority explaining her relationship with her cousin prior to the meeting at which the application will be considered. There is no violation of Sec. 23(b) (3).

(g) Confidential information. Improperly disclosing or personally using confidential information obtained through your job is prohibited. (See Section 23(c))

Municipal employees may not improperly disclose confidential information, or make personal use of non-public information they acquired in the course of their official duties to further their personal interests.

III. After-hours restrictions.

(a) Taking a second paid job that conflicts with the duties of your municipal job is prohibited. (See Section 23(b) (1))

A municipal employee may not accept other paid employment if the responsibilities of the second job are incompatible with his or her municipal job.

Example: A police officer may not work as a paid private security guard in the town where he serves because the demands of his private employment would conflict with his duties as a police officer.

(b) Divided loyalties. Receiving pay from anyone other than the city or town to work on a matter involving the city or town is prohibited. Acting as agent or attorney for anyone other than the city or town in a matter involving the city or town is also prohibited whether or not you are paid. (See Sec. 17)

Because cities and towns are entitled to the undivided loyalty of their employees, a municipal employee may not be paid by other people and organizations in relation to a matter if the city or town has an interest in the matter. In addition, a municipal employee may not act on behalf of other people and organizations or act as an attorney for other people and organizations in which the town has an interest. Acting as agent includes contacting the municipality in person, by phone, or in writing; acting as a liaison; providing documents to the city or town; and serving as spokesman.

A municipal employee may always represent his own personal interests, even before his own municipal agency or board, on the same terms and conditions that other similarly situated members of the public would be allowed to do so. A municipal employee may also apply for building and related permits on behalf of someone else and be paid for doing so, unless he works for the permitting agency, or an agency which regulates the permitting agency.

Example of violation: A full-time health agent submits a septic system plan that she has prepared for a private client to the town's board of health.

Example of violation: A planning board member represents a private client before the board of selectmen on a request that town meeting consider rezoning the client's property.

While many municipal employees earn their livelihood in municipal jobs, some municipal employees volunteer their time to provide services to the town or receive small stipends. Others, such as a private attorney who provides legal services to a town as needed, may serve in a position in which they may have other personal or private employment during normal working hours. In recognition of the need not to unduly restrict the ability of town volunteers and part-time employees to earn a living, the law is less restrictive for "special" municipal employees than for other municipal employees.

The status of "special" municipal employee has to be assigned to a municipal position by vote of the board of selectmen, city council, or similar body. A position is eligible to be designated as "special" if it is unpaid, or if it is part-time and the employee is allowed to have another job during normal working hours, or if the employee was not paid for working more than 800 hours during the

preceding 365 days. It is the position that is designated as "special" and not the person or persons holding the position. Selectmen in towns of 10,000 or fewer are automatically "special"; selectman in larger towns cannot be "specials."

If a municipal position has been designated as "special," an employee holding that position may be paid by others, act on behalf of others, and act as attorney for others with respect to matters before municipal boards other than his own, provided that he has not officially participated in the matter, and the matter is not now, and has not within the past year been, under his official responsibility.

Example: A school committee member who has been designated as a special municipal employee appears before the board of health on behalf of a client of his private law practice, on a matter that he has not participated in or had responsibility for as a school committee member. There is no conflict. However, he may not appear before the school committee, or the school department, on behalf of a client because he has official responsibility for any matter that comes before the school committee. This is still the case even if he has recused himself from participating in the matter in his official capacity.

Example: A member who sits as an alternate on the conservation commission is a special municipal employee. Under town by-laws, he only has official responsibility for matters assigned to him. He may represent a resident who wants to file an application with the conservation commission as long as the matter is not assigned to him and he will not participate in it.

(c) Inside track. Being paid by your city or town, directly or indirectly, under some second arrangement in addition to your job is prohibited, unless an exemption applies. (See Section 20)

A municipal employee generally may not have a financial interest in a municipal contract, including a second municipal job. A municipal employee is also generally prohibited from having an indirect financial interest in a contract that the city or town has with someone else. This provision is intended to prevent municipal employees from having an "inside track" to further financial opportunities.

Example of violation: Legal counsel to the town housing authority becomes the acting executive director of the authority, and is paid in both positions.

Example of violation: A selectman buys a surplus truck from the town DPW.

Example of violation: A full-time secretary for the board of health wants to have a second paid job working part-time for the town library. She will violate Section 20 unless she can meet the requirements of an exemption.

Example of violation: A city councilor wants to work for a non-profit that receives funding under a contract with her city. Unless she can satisfy the requirements of an exemption under Section 20, she cannot take the job.

There are numerous exemptions. A municipal employee may hold multiple unpaid or elected positions. Some exemptions apply only to special municipal employees. Specific exemptions may cover serving as an unpaid volunteer in a second town position, housing-related benefits, public safety positions, certain elected positions, small towns, and other specific situations. Please call the Ethics Commission's Legal Division for advice about a specific situation.

IV. After you leave municipal employment. (See Section 18)

(a) Forever ban. After you leave your municipal job, you may never work for anyone other than the municipality on a matter that you worked on as a municipal employee.

If you participated in a matter as a municipal employee, you cannot ever be paid to work on that same matter for anyone other than the municipality, nor may you act for someone else, whether paid or not. The purpose of this restriction is to bar former employees from selling to private interests their familiarity with the facts of particular matters that are of continuing concern to their former municipal employer. The restriction does not prohibit former municipal employees from using the expertise acquired in government service in their subsequent private activities.

Example of violation: A former school department employee works for a contractor under a contract that she helped to draft and oversee for the school department.

(b) One year cooling-off period. For one year after you leave your municipal job you may not participate in any matter over which you had official responsibility during your last two years of public service.

Former municipal employees are barred for one year after they leave municipal employment from personally appearing before any agency of the municipality in connection with matters that were under their authority in their prior municipal positions during the two years before they left.

Example: An assistant town manager negotiates a three-year contract with a company. The town manager who supervised the assistant, and had official responsibility for the contract but did not participate in negotiating it, leaves her job to work for the company to which the contract was awarded. The former manager may not call or write the town in connection with the company's work on the contract for one year after leaving the town.

A former municipal employee who participated as such in general legislation on expanded gaming and related matters may not become an officer or employee of, or acquire a financial interest in, an applicant for a gaming license, or a gaming licensee, for one year after his public employment ceases.

(c) Partners. Your partners will be subject to restrictions while you serve as a municipal employee and after your municipal service ends.

Partners of municipal employees and former municipal employees are also subject to restrictions under the conflict of interest law. If a municipal employee participated in a matter, or if he has official responsibility for a matter, then his partner may not act on behalf of anyone other than the municipality or provide services as an attorney to anyone but the city or town in relation to the matter.

***Example**:* While serving on a city's historic district commission, an architect reviewed an application to get landmark status for a building. His partners at his architecture firm may not prepare and sign plans for the owner of the building or otherwise act on the owner's behalf in relation to the application for landmark status. In addition, because the architect has official responsibility as a commissioner for every matter that comes before the commission, his partners may not communicate with the commission or otherwise act on behalf of any client on any matter that comes before the commission during the time that the architect serves on the commission.

Example: A former town counsel joins a law firm as a partner. Because she litigated a lawsuit for the town, her new partners cannot represent any private clients in the lawsuit for one year after her job with the town ended.

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This summary is not intended to be legal advice and, because it is a summary, it does not mention every provision of the conflict law that may apply in a particular situation. Our website, **http://www.mass.gov/ethics** contains further information about how the law applies in many situations. You can also contact the Commission's Legal Division via our website, by telephone, or by letter. Our contact information is at the top of this document.

Version 7: Revised November 14, 2016

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CREDITABLE COVERAGE NOTICE

Important Notice from the Town of Franklin About Your Prescription Drug Coverage and Medicare

Please read this notice carefully and keep it where you can find it. This notice has information about your current prescription drug coverage with The Town of Franklin and about your options under Medicare's prescription drug coverage. This information can help you decide whether or not you want to join a Medicare drug plan. If you are considering joining, you should compare your current coverage, including which drugs are covered at what cost, with the coverage and costs of the plans offering Medicare prescription drug coverage in your area. Information about where you can get help to make decisions about your prescription drug coverage is at the end of this notice.

There are two important things you need to know about your current coverage and Medicare's prescription drug coverage:

1. Medicare prescription drug coverage became available in 2006 to everyone with Medicare. You can get this coverage if you join a Medicare Prescription Drug Plan or join a Medicare Advantage Plan (like an HMO or PPO) that offers prescription drug coverage. All Medicare drug plans provide at least a standard level of coverage set by Medicare. Some plans may also offer more coverage for a higher monthly premium.

2. The Town of Franklin has determined that the prescription drug coverage offered by the Tufts Medical plan is, on average for all plan participants, expected to pay out as much as standard Medicare prescription drug coverage pays and is therefore considered Creditable Coverage. Because your existing coverage is Creditable Coverage, you can keep this coverage and not pay a higher premium (a penalty) if you later decide to join a Medicare drug plan.

When Can You Join A Medicare Drug Plan?

You can join a Medicare drug plan when you first become eligible for Medicare and each year from October 15th through December 7th.
However, if you lose your current creditable prescription drug coverage, through no fault of your own, you will also be eligible for a two (2) month Special Enrollment Period (SEP) to join a Medicare drug plan.

What Happens To Your Current Coverage If You Decide to Join A Medicare Drug Plan?

If you decide to join a Medicare drug plan, your Town of Franklin coverage will not be affected. However, as an enrollee, you would likely have more prescription drug coverage than is needed. Please consult with your Town's benefit administrator on this topic.

If you do decide to join a Medicare drug plan and drop your current Town of Franklin coverage, be aware that you and your dependents *may* only be able to get your current coverage back at limited opportunities.

When Will You Pay A Higher Premium (Penalty) To Join A Medicare Drug Plan?

You should also know that if you drop or lose your current coverage with The Town of Franklin and don't join a Medicare drug plan within 63 continuous days after your current coverage ends, you may pay a higher premium (a penalty) to join a Medicare drug plan later. If you go 63 continuous days or longer without

creditable prescription drug coverage, your monthly premium may go up by at least 1% of the Medicare base beneficiary premium per month for every month that you did not have that coverage. For example, if you go nineteen months without creditable coverage, your premium may consistently be at least 19% higher than the Medicare base beneficiary premium. You may have to pay this higher premium (a penalty) as long as you have Medicare prescription drug coverage. In addition, you may have to wait until the following October to join.

For More Information About This Notice Or Your Current Prescription Drug Coverage…

Contact: Human Resources Department

NOTE:

*****You'll get this notice each year before the next period you can join a Medicare drug plan (the Annual Coordinated Election Period, AEP, beginning October 15th) and if this coverage through The Town of Franklin changes.

*You also may request a copy of this notice at any time.

For More Information About Your Options Under Medicare Prescription Drug Coverage…

More detailed information about Medicare plans that offer prescription drug coverage is in the "Medicare & You" handbook. You'll get a copy of the handbook in the mail every year from Medicare. You may also be contacted directly by Medicare drug plans.

For more information about Medicare prescription drug coverage:

• Visit www.medicare.gov

• Call your State Health Insurance Assistance Program (see the inside back cover of your copy of the "Medicare & You" handbook for their telephone number) for personalized help

• Call 1-800-MEDICARE (1-800-633-4227). TTY users should call 1-877-486-2048.

If you have limited income and resources, extra help paying for Medicare prescription drug coverage is available. For information about this extra help, visit Social Security on the web at www.socialsecurity.gov, or call them at 1-800-772-1213 (TTY 1-800-325-0778).

Remember: Keep this Creditable Coverage notice. If you decide to join one of the Medicare drug plans, you may be required to provide a copy of this notice when you join to show whether or not you have maintained creditable coverage and, therefore, whether or not you are required to pay a higher premium (a penalty).