

Berkley Public Schools

**FISCAL RESPONSIBILITY OF SCHOOL COMMITTEE**

**Policy #7000**

The School Committee will adopt the necessary policies which will support the honest and efficient management of the fiscal affairs of the school district. Among the areas of direct School Committee concern are:

- 7000.1 Adoption of and adherence to an annual budget.
- 7000.2 Establishment of policy control over all monies received by the school district.
- 7000.3 As appropriate, designation of official depositories for funds received by the school district.
- 7000.4 Accurate keeping of accounts and the appropriate and secure retention of fiscal records.
- 7000.5 Establishment of efficient purchasing and bid procedures for the school district.
- 7000.6 Completion of and publishing of the annual audit of all school accounts.
- 7000.7 Through insurance and maintenance, protection and care of educational facilities and grounds.
- 7000.8 Protection (by insurance) of School Committee members and employees from the adverse effects of certain kinds of legal decisions.

Adopted - May 8, 1973  
Reviewed – March 6, 2008

## Berkley Public Schools

### PREPARATION AND ADOPTION OF BUDGET

### Policy #7020

The school budget is the financial plan under which the school district functions. The budget contains two basic parts; the revenue plan which provides a detailed analysis of income sources, and the spending plan within which funds are allocated for specific educational or support purposes.<sup>1</sup>

- 7020.1 Initial budget requests should be submitted through principals and appropriate supervisors to the superintendent.
- 7020.2 The superintendent will prepare a tentative budget for submission to the school committee.
- 7020.3 As appropriate, the superintendent will arrange to have members of the instructional and non-instructional staff present rationale supporting their budget requests.
- 7020.4 The amounts of revenue from sources other than the revenue which must be provided by the town and cities will be included in the budget.
- 7020.5 The school committee will hold a public hearing on the proposed budget not less than seven days after publication of a notice of the hearing being placed in a newspaper with general circulation in the school district.<sup>2</sup>
- 7020.6 After said hearing, the school committee will adopt its final budget.

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<sup>1</sup> Adapted from Accounting and Budgetary Procedures, Department of Education, Commonwealth of Massachusetts.

<sup>2</sup> General Laws, Chapter 71, Section 38N

Berkley Public Schools

**ANNUAL AUDIT**

**Policy #7060**

- 7060.1 The auditors of a town shall examine the books and accounts of all its officers and committees entrusted with the receipt, custody or expenditure of money, and all original bills and vouchers on which money has been or may be paid from its treasury.
- 7060.2 They shall have free access to such books, accounts, bills and vouchers as often as once a month for the purpose of examination, and shall examine the same at least once in each year, and annually report in writing the result of their examinations.
- 7060.3 They shall, at least once in each year, verify the cash balance of each of such officers and committees by actual count of the cash and by reconciliation of bank balances, and shall insert in their annual report their certificate under oath of the facts so found.<sup>1</sup>

Adopted - May 8, 1973  
Reviewed – March 6, 2008

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<sup>1</sup> General Laws, Chapter 41, Section 50

## **Berkley Public Schools**

### **MILEAGE**

### **Policy #7110**

For certain jobs a staff member may be required to travel in his or her vehicle to perform his or her job. Those jobs include the Superintendent, Special Education Director, Director of Building and Grounds, Cafeteria Supervisor, Principal, Assistant Principal, Administrator of Business Services, Attendance Officer, and other staff members whose travel is required in their job, i.e. specialists traveling between schools or classroom locations.

Staff members who travel to and from professional development activity will not normally be reimbursed for travel except that prior approved travel to professional development activities more than sixty miles (two way) from school shall be reimbursed if approved by the superintendent. A prior approved estimate of the mileage and cost should accompany the request for reimbursement.

The School Committee will establish the mileage reimbursement rate consistent with the rate set by the Board of Selectmen for town employees.

Adopted – April 12, 1999  
Amended – April 14 2008

Berkley Public Schools

**CERTIFICATION FOR SCHOOL AID**

**Policy #7130**

- 7130.1 Every superintendent of schools shall file annually with the commissioner of education, not later than December 1st, a sworn statement, upon blanks prepared by the department, containing the information specified in Section 2A of Chapter 72 (School Attending Children; Annual Report).
- 7130.2 Every superintendent of schools shall file annually with the commissioner of education, not later than September 30, a sworn statement certified by the city auditor or officer having similar duties in a city or town, upon blanks prepared by the department, of reimbursable expenditures for the preceding fiscal year.
- 7130.3 The commissioner shall cause both statements to be examined, and shall, not later than December 31, certify to the comptroller and the state tax commission, the amount of school aid to be paid to each city and town under this chapter.
- 7130.4 If the superintendent of schools of a city or town fails to file a report as prescribed by Section 2A of Chapter 72, the commissioner of education may determine the number of school children of such city or town according to his best judgment and belief, but not in excess of the aggregate number of pupils included in the last report filed under said Section 2A.
- 7130.5 The number of school children of each city or town as so reported shall be subject to approval, verification and adjustment by the commissioner of education, and any adjustment which reduces or increases, as the case may be, the school aid to which a city or town is entitled, shall be taken into account in the school aid to be paid to such city or town as soon as may be after the adjustment is made and certified to the comptroller and the state tax commission.<sup>1</sup>

Adopted -May 8, 1973  
Approved - Nov. 20, 2000  
Reviewed – March 6, 2008

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<sup>1</sup> General Laws, Chapter 70, Section 5

Berkley Public Schools

**ESTIMATES OF SCHOOL AID**

**Policy #7140**

- 7140.1 School Committees of cities, towns, and regional school systems and trustees of local and district vocational schools shall annually in submitting estimates of the amount of money necessary for the proper maintenance of the schools include their estimate of the amount of school aid that will be received under this chapter.
- 7140.2 In making recommendations on appropriations for the support of schools, the finance committees of town and similar committees in cities shall specify the estimated amount to be received as said school aid and reimbursements from the commonwealth and the amount to be raised by local taxation.
- 7140.3 All amounts paid to any city or town pursuant to the requirements of this chapter shall at the time of payment be accompanied by a written statement from the state treasurer designating such payments as "School aid according to chapter seventy of the General Laws" and stating the amount of the payment.<sup>1</sup>

Adopted - May 8, 1973  
Reviewed – March 6, 2008

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<sup>1</sup> General Laws, Chapter 70, Section 6

Berkley Public Schools

**GRANTS FROM FEDERAL GOVERNMENT AND OTHER SOURCES Policy #7150**

An officer or department of any city or town, or of any regional school or other district, may accept grants or gifts of funds from the federal government and from a charitable foundation, a private corporation, or an individual, and in the case of any grant or gift given for educational purposes may expend said funds for the purpose of such grant or gift with the approval of the School Committee, and in the case of any other grant or gift may expend such funds for the purposes of such grant or gift as follows:

7150.1 In cities having a Plan D or Plan E form of government with the approval of the city manger and city council, in all other cities with the approval of the mayor and city council, in towns with the approval of the board of selectmen, and in districts with the approval of the prudential committee, if any, otherwise the commissioners.

7150.2 Any amounts so received by an officer or department of a city, town, or district shall be deposited with the treasurer of such city, town, or district and held as a separate account and may be expended as aforesaid by such officer or department receiving the grant or gift without further appropriation, notwithstanding the provisions of section fifty-three.

7150.3 Any grant, subvention, or subsidy for educational purposes received by an officer or department of a city, town, or school district from the federal government may be expended by the School Committee of such city, town, or district without including the purpose of such expenditure in, or applying such amount to, the annual or any supplemental budget or appropriation request of such committee:

7150.31 provided, however, that this sentence shall not apply to amounts so received to which section twenty-six C of chapter seventy-one of the General Laws and chapter six hundred and twenty-one of the acts of nineteen hundred and fifty-three, as amended, and chapter six hundred and sixty-four of the acts of nineteen hundred and fifty-eight, as amended, apply;

7150.32 and provided further, that notwithstanding the foregoing provision, this sentence shall apply to amounts so received as grants under the Elementary and Secondary Education Act of 1865 (Public Law 89-10).<sup>1</sup>

Adopted - May 8, 1973  
Reviewed – March 6, 2008

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<sup>1</sup> General Laws, Chapter 44, Section 53A

Berkley Public Schools

**GIFTS AND CONTRIBUTIONS**

**Policy #7190**

The School Committee may receive gifts and contributions which may be used or expended without resulting in reduction of income from regular sources.<sup>1</sup> All gifts presented to the school district should be accompanied by a letter from the donor so that proper recognition can be made by the School Committee. All gifts, grants, bequests, and contributions must be officially accepted by the School Committee and become the property of the school district. To be acceptable, a gift or contribution must satisfy the following criteria:

- 7190.1 Must be able to be used for a purpose consistent with the purposes of the school district, nor should it place any restrictions on school programs,
- 7190.2 Must be offered by a donor acceptable to the School Committee.
- 7190.3 Must not result in unreasonable demands being made on the staff.
- 7190.4 Must not start a program which the School Committee is unwilling to continue once the funds given are exhausted.
- 7190.5 Must not result in any hidden costs to the school district.
- 7190.6 Must not be in conflict with the law or School Committee policy nor should the acceptance of a gift imply an endorsement of any business product or service.

Adopted - May 8, 1973  
Reviewed – March 6, 2008

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<sup>1</sup> General Laws, Chapter 71, Section 37A

Berkley Public Schools

**AWARDS AND MEMORIALS**

**Policy #7191**

All requests to commemorate an individual or to establish an award in the name of a living or deceased individual must be submitted in writing to the Office of the Superintendent, stating the rationale, purpose and when appropriate, the process to be used in selecting the recipient.

All requests will go to the School Committee for a first reading and a second reading (in the same manner as policy readings).

Possible considerations when reviewing requests:

- appropriateness of award or commemorative,
- number of years award will be presented,
- selection procedure,
- maintain caliber of present awards or commemoratives.

Criteria:

The use of the individual's name as a positive role model is unquestioned.

In all cases, the Committee will assign a specific period of time during which the award or commemorative will remain in effect. The decision concerning the continuation of the award or commemorative will be made during the calendar year which it expires.

Approved – Nov. 20, 2000  
Amended – April 14, 2008

Berkley Public Schools

**BUDGET OPERATION AND CONTROL**

**Policy #7200**

- 7200.1 The Superintendent is directly responsible for the day-to-day implementation and control of the budget of the school district.
- 7200.2 Except for expenditures necessitated under emergency powers of the Superintendent (paragraph 2230.4):
- 7200.21 Purchase requisitions will not be approved for services, materials, or contracts which will cause the total sum appropriated in the budget to be exceeded.
  - 7200.22 Funds budgeted for any major classification (e.g. special education) shall not be used for any other purpose or transferred to any other account except by resolution of the School Committee.
  - 7200.23 When a minor classification is more than \$3,000 in deficit, the Committee will be appraised of the reason for the deficit and will approve transfers to remove the deficit.
- 7200.3 Should additional revenue materialize during a budget year which was not anticipated at the start of the year (perhaps from a special grant) a plan for spending said funds may be incorporated into the current budget.

Adopted - May 8 1973  
Amended - February 13, 1996  
Reviewed – March 6, 2008

Berkley Public Schools

**PAYROLL DEDUCTIONS**

**Policy #7300**

On the basis and conditions of state law, government regulations, and agreements with employee groups, payroll deductions will be (or may be) made for the following purposes:

- 7300.1 Federal and state income tax
- 7300.2 State retirement system<sup>1</sup>
- 7300.3 Health, accident, and term insurance<sup>2</sup>
- 7300.4 Annuity programs<sup>3</sup>
- 7300.5 Association or union dues for employee groups<sup>4</sup>
- 7300.6 Agency service fee for non-members of employee bargaining units<sup>5</sup>
- 7300.7 Income protection insurance<sup>6</sup>
- 7300.8 Credit union loans and deposits<sup>7</sup>

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<sup>1</sup> General Laws, Chapter 32

<sup>2</sup> General Laws, Chapter 32B, Sections 10 and 11F

<sup>3</sup> General Laws, Chapter 71, Section 37B

<sup>4</sup> General Laws, Chapter 180, Section 17C, 17E

<sup>5</sup> General Laws, Chapter 149, Section 178L

<sup>6</sup> General Laws, Chapter 180, Section 17D

<sup>7</sup> General Laws, Chapter 149, Section 178B

Adopted – May 8, 1973

Approved – November 20, 2000

Reviewed – March 6, 2008

**Section 1**  
**Definition of Terms Used**

- 1.1 **“Account”**: The account or accumulation maintained for the benefit of any Participant or Beneficiary under an Annuity Contract or a Custodial Account.
- 1.2 **“Account Balance”**: The bookkeeping account maintained for each Participant which reflects the aggregate amount credited to the Participant’s Account under all Accounts, including the Participant’s Elective Deferrals, the earnings or loss of each Annuity Contract or a Custodial Account (net of expenses) allocable to the Participant, any transfers for the Participant’s benefit, and any distribution made to the Participant or the Participant’s Beneficiary.
- 1.3 **“Administrator”**: Superintendent of Schools
- 1.4 **“Annuity Contract”**: A nontransferable contract as defined in section 403(b)(1) of the Code, established for each Participant by the Employer, or by each Participant individually, that is issued by an insurance company qualified to issue annuities Massachusetts and that includes payment in the form of an annuity.
- 1.5 **“Beneficiary”**: The designated person who is entitled to receive benefits under the Plan after the death of a Participant, subject to such additional rules as may be set forth in the Individual Agreements.
- 1.6 **“Custodial Account”**: The group or individual custodial account or accounts as defined in section 403(b)(7) of the Code, established for each Participant by the Employer, or by each Participant individually, to hold assets of the Plan.
- 1.7 **“Code”**: The Internal Revenue Code of 1986, as now in effect or as hereafter amended. All citations to sections of the Code are to such sections as they may from time to time be amended or renumbered.
- 1.8 **“Compensation”**: All cash compensation for services to the Employer, including salary, wages, fees commissions, bonuses and overtime pay, that is includible in the Employee’s gross income for the calendar year, plus amounts that would be cash compensation for services to the Employer includible in the Employee’s gross income for the calendar year but for a compensation reduction election under section 125, 132(f), 401(k), 403(b) or 457(b) of the Code (including an election under Section 2 made to reduce compensation in order to have Elective Deferrals under the Plan).
- 1.9 **“Disabled”**: The definition of disability provided in the applicable Individual Agreement.
- 1.10 **“Elective Deferral”**: The Employer contributions made to the Plan at the election of the Participant in lieu of receiving cash compensation. Elective Deferrals are limited to pre-tax salary reduction contributions.
- 1.11 **“Employee”**: Each individual who is a common law employee of the Employer performing services for a public school as an employee of the Employer. This definition is not applicable unless the employee’s compensation for performing services for a public school is paid by the Employer.
- 1.12 **“Employer”**: Berkley School Department.

- 1.13 **"Funding Vehicles"**: The Annuity Contracts or Custodial Accounts issued for funding amounts held under the Plan and specifically approved by Employer for use under the Plan.
- 1.14 **"Includible Compensation"**: An employee's actual wages in box 1 of Form W-2 for a year for services to the Employer, but subject to a maximum of \$200,000 (or such higher maximum as may apply under section 401(a)(17) of the Code) and increased (up to the dollar maximum) by any compensation reduction election under section 125, 132(f), 401(k), 403(b), or 457(b) of the Code (including any Elective Deferral under the Plan). The amount of Includible Compensation is determined without regard to any community property laws.
- 1.15 **"Individual Agreement"**: The agreements between a Vendor and the Employer or a Participant that constitutes or governs a Custodial Account or an Annuity Contract.
- 1.16 **"Participant"**: An individual for whom Elective Deferrals are currently being made, or for whom Elective Deferrals have previously been made, under the Plan and who has not received a distribution of his or her entire benefit under the Plan.
- 1.17 **"Plan"**: 401(k), 403(b), 457(b).
- 1.18 **"Plan year"**: The calendar year.
- 1.19 **"Related Employer"**: The Employer and any other entity which is under common control with the Employer under section 414(b) or (c) of the Code. For this purpose, the Employer shall determine which entities are Related Employers based on a reasonable, good faith standard and taking in account the special rules applicable under Notice 80-23, 1989-1 C.B. 654.
- 1.20 **"Severance from Employment"**: For purpose of the Plan, Severance from Employment means Severance from Employment with the Employer and any Related Entity. However, a Severance from Employment also occurs on any date on which an Employee ceases to be an employee of a public school, even though the Employee may continue to be employed by a Related Employer that is another unit of the State or local government that is not a public school or in a capacity that is not employment with a public school (e.g. ceasing to be an employee performing services for a public school but continuing to work for the same State or local government employer).
- 1.21 **"Vendor"** The provider of an Annuity Contract or Custodial Account.
- 1.22 **"Valuation Date"**: The last day of the calendar quarter.

## **Section 2 Participation and Contributions**

- 2.1 **Eligibility**. Each Employee shall be eligible to participate in the Plan and elect to have Elective Deferrals made on his or her behalf hereunder immediately upon becoming employed by the Employer. However, an Employee who is a student-teacher (i.e., a person providing service as a teacher's aid on a temporary basis while attending a school, college or university) or who normally works fewer than 20 hours per week is not eligible to participate in the Plan. An employee normally works fewer than 20 hours per week if, for the 12-month period beginning on the date the employee's employment commenced, the Employer reasonably expects the Employee to work fewer than 1,000 hours of service (as defined under section 410(a)(3)(C) of the Code) and, for each plan year ending after the close of that 12-month period, the Employee has worked fewer than 1,000 hours of service.

- 2.2 **Compensation Reduction Election. General Rule.** An Employee elects to become a Participant by executing an election to reduce his or her Compensation (and have that amount contributed as an Elective Deferral on his or her behalf) and filing it with the Administrator. This Compensation reduction election shall be made on the agreement provided by the Administrator under which the Employee agrees to be bound by all the terms and conditions of the Plan. The Administrator may establish an annual minimum deferral amount no higher than \$200, and may change such minimum to a lower amount from time to time. The participation election shall also include designation of the Funding Vehicles and Accounts therein to which Elective Deferrals are to be made and a designation of Beneficiary. Any such election shall remain in effect until a new election is filed. Only an individual who performs services for the Employer as an Employee may reduce his or her Compensation under the Plan. Each Employee will become a Participant in accordance with the terms and conditions of the Individual Agreements. All Elective Deferrals shall be made on a pre-tax basis. An Employee shall become a Participant as soon as administratively practicable following the date applicable under the employee's election.
- 2.3 **Information Provided by the Employee.** Each Employee enrolling in the Plan should provide to the Administrator at the time of initial enrollment, and later if there are any changes, any information necessary or advisable for the Administrator to administer the Plan, including any information required under the Individual Agreements.
- 2.4 **Change in Elective Deferrals Election.** Subject to the provisions of the applicable Individual Agreements, an Employee may at any time revise his or her participation election, including a change of the amount of his or her Elective Deferrals, his or her investment direction, and his or her designated Beneficiary. A change in the investment direction shall take effect as of the date provided by the Administrator on a uniform basis for all Employees. A change in the Beneficiary designation shall take effect when the election is accepted by the Vendor.
- 2.5 **Contributions Made Promptly.** Elective Deferrals under the Plan shall be transferred to the applicable Funding Vehicle within 15 business days following the end of the month in which the amount would otherwise have been paid to the Participant.
- 2.6 **Leave of Absence.** Unless an election is otherwise revised, if an Employee is absent from work by leave of absence, Elective Deferrals under the Plan shall continue to the extent that Compensation continues.

### **Section 3 Limitations on Amounts Deferred**

- 3.1 **Basic Annual Limitation.** Except as provided in Sections 3.2 and 3.3, the maximum amount of the Elective Deferral under the Plan for any calendar year shall not exceed the lesser of (a) the applicable dollar amount or (b) the Participant's Includible Compensation for the calendar year. The applicable dollar amount is the amount established under section 402(g)(1)(B) of the Code, which is \$15,500 for 2007, and is adjusted for cost-of-living after 2007 to the extent provided under section 415(d) of the Code.
- 3.2 **Special Section 403(b) Catch-up Limitation for Employees With 15 Years of Service.** Because the Employer is a qualified organization (within the meaning of § 1.403(b)-4(c)(3)(ii) of the Income Tax Regulations), the applicable dollar amount under Section 3.1(a) for any "qualified employee" is increased (to the extent provided in the Individual Agreements) by the least of:

- (a) \$3,000;
- (b) The excess of:

- (1) \$15,000, over
  - (2) The total special 403(b) catch-up elective deferrals made for the qualified employee by the qualified organization for prior years; or
- (c) The excess of:
- (1) \$5,000 multiplied by the number of years of service of the employee with the qualified organization, over
  - (2) The total Elective Deferrals made for the employee by the qualified organization for prior years.

For purposes of this Section 3.2, a “qualified employee” means an employee who has completed at least 15 years of service taking into account only employment with the Employer.

- 3.3 **Age 50 Catch-up Elective Deferral Contributions.** An Employee who is a Participant who will attain age 50 or more by the end of the calendar year is permitted to elect an additional amount of Elective Deferrals, up to the maximum age 50 catch-up Elective Deferrals for a year. The maximum dollar amount of the age 50 catch-up Elective Deferrals for a year is \$5,000 for 2007, and is adjusted for cost-of-living after 2007 to the extent provided under the Code.
- 3.4 **Coordination.** Amounts in excess of the limitation set forth in Section 3.1 shall be allocated first to the special 403(b) catch-up under Section 3.2 and next as an age 50 catch-up contribution under Section 3.3. However, in no event can the amount of the Elective Deferrals for a year be more than the Participant’s Compensation for the year.
- 3.5 **Special Rule for a Participant Covered by Another Section 403(b) Plan.** For purposes of this Section 3, if the Participant is or has been a participant in one or more other plans under section 403(b) of the Code (and any other plan that permits elective deferrals under section 402(g) of the Code), then this Plan and all such other plans shall be considered as one plan for purposes of applying the foregoing limitations of this Section 3. For this purpose, the Administrator shall take into account any other such plan maintained by any Related Employer and shall also take into account any other such plan for which the Administrator receives from the Participant sufficient information concerning his or her participation in such other plan. Notwithstanding the foregoing, another plan maintained by a Related Entity shall be taken into account for purposes of Section 3.2 only if the other plan is a § 403(b) plan.
- 3.6 **Protection of Persons Who Serve in a Uniformed Service.** An Employee whose employment is interrupted by qualified military service under section 414(u) of the Code or who is on a leave of absence for qualified military service under section 414(u) of the Code may elect to make additional Elective Deferrals upon resumption of employment with the Employer equal to the maximum Elective Deferrals that the Employee could have elected during that period if the Employee’s employment with the Employer had continued (at the same level of Compensation) without the interruption or leave, reduced by the Elective Deferrals, if any, actually made for the Employee during the period of the interruption or leave. Except to the extent provided under section 414(u) of the Code, this right applies for five years following the resumption of employment (or, if sooner, for a period equal to three times the period of the interruption or leave).

## **Section 4 Loans**

- 4.1 **Loans.** Loans shall be permitted under the Plan to the extent permitted by the Individual Agreements controlling the Account assets from which the loan is made and by which the loan will be secured.

- 4.2 **Information Coordination Concerning Loans.** Each Vendor is responsible for all information reporting and tax withholding required by applicable federal and state law in connection with distributions and loans. To minimize the instances in which Participants have taxable income as a result of loans from the Plan, the Administrator shall take such steps as may be appropriate to coordinate the limitations on loans set for in Section 4.3, including the collection of information from Vendors, and transmission of information requested by any Vendor, concerning the outstanding balance of any loans made to a Participant under the Plan or any other plan of the Employer. The Administrator shall also take such steps as may be appropriate to collect information from Vendors, and transmission of information to any Vendor, concerning any failure by a Participant to repay timely any loans made to a Participant under the Plan or any other plan of the Employer.
- 4.3 **Maximum Loan Amount.** No loan to a Participant under the Plan may exceed the lesser of:
- (a) \$50,000, reduced by the greater of (i) the outstanding balance on any loan from the Plan to the Participant on the date the loan is made or (ii) the highest outstanding balance on loans from the Plan to the Participant during the one-year period ending on the day before the date the loan is approved by the Administrator (not taking into account any payments made during such one-year period; or
  - (b) one half of the value of the Participant's vested Account Balance (as of the valuation date immediately preceding the date on which such loan is approved by the Administrator).

For purposes of this Section 4.3, any loan from any other plan maintained by the Employer shall be treated as if it were a loan made from the Plan and the Participant's vested interest under any such other plan shall be considered a vested interest under this Plan; provided, however, that the provisions of this paragraph shall not be applied so as to allow the amount of a loan to exceed the amount that would otherwise be permitted in the absence of this paragraph.

## **Section 5 Benefit Distributions**

- 5.1 **Benefit Distributions At Severance from Employment or Other Distribution Event.** Except as permitted under Section 5.4 (relating to withdrawals of amounts rolled over into the Plan), Section 5.5 (relating to hardship), or Section 8.3 (relating to termination of the Plan), distributions from a Participant's Account may not be made earlier than the earliest of the date on which the Participant has a Severance from Employment, dies, becomes Disabled, or attains age 59 1/2. Distributions shall otherwise be made in accordance with the terms of the Individual Agreements.
- 5.2 **Small Account Balances.** The terms of the Individual Agreement may permit distributions to be made in the form of a lump-sum payment, without the consent of the Participant or Beneficiary, but no such payment may be made without the consent of the Participant or Beneficiary unless the Account Balance does not exceed \$5,000 (determined without regard to any separate account that holds rollover contributions under Section 6.1) and any such distribution shall comply with the requirements of section 401(a)(31)(B) of the Code (relating to automatic distribution as a direct rollover to an individual retirement plan for distributions in excess of \$1,000).
- 5.3 **Minimum Distributions.** Each Individual Agreement shall comply with the minimum distribution requirements of section 402(a)(9) of the Code and the regulations thereunder. For purposes of applying the distribution rules of section 401(a)(9) of the Code, each Individual Agreement is treated as an individual retirement account (IRA) and distributions

shall be made in accordance with the provisions of §1.408-8 of the Income Tax Regulations, except as provided in § 1.403(b)-6(e) of the Income Tax Regulations.

- 5.4 **In-Service Distributions From Rollover Account.** If a Participant has a separate account attributable to rollover contributions to the plan, to the extent permitted by the applicable Individual Agreement, the Participant may at any time elect to receive a distribution of all or any portion of the amount held in the rollover account.
- 5.5 **Hardship Withdrawals.** (a) Hardship withdrawals shall be permitted under the Plan to the extent permitted by the Individual Agreements controlling the Account assets to be withdrawn to satisfy the hardship. If applicable under an Individual Agreement, no Elective Deferrals shall be allowed under the Plan during the 6-month period beginning on the date the Participant receives a distribution on account of hardship.
- (c) The Individual Agreements shall provide for the exchange of information among the Employer and the Vendors to the extent necessary to implement the Individual Agreements, including, in the case of a hardship withdrawal that is automatically deemed to be necessary to satisfy the Participant's financial need (pursuant to § 1.401(k)-1(d)(3)(iv)(E) of the Income Tax Regulations), the Vendor notifying the Employer of the withdrawal in order for the Employer to implement the resulting 6-month suspension of the Participant's right to make Elective Deferrals under the Plan. In addition, in the case of a hardship withdrawal that is not automatically deemed to be necessary to satisfy the financial need (pursuant to § 1.401(k)-1(d)(3)(iii)9B) of the Income Tax Regulations), the Vendor shall obtain information from the employer or over Vendors to determine the amount of any plan loans and rollover accounts that are available to the Participant under the Plan to satisfy the financial need.
- 5.6 **Rollover Distributions.** (a) A Participant or the Beneficiary of a deceased Participant (or a Participant's spouse or former spouse who is an alternate payee under a domestic relations order, as defined in section 414(p) of the Code) who is entitled to an eligible rollover distribution may elect to have any portion of an eligible rollover distribution (as defined in section 402(c)(4) of the Code) from the Plan paid directly to an eligible retirement plan (as defined in section 402(c)(8)(B) of the Code) specified by the Participant in a direct rollover. In the case of a distribution to a Beneficiary who at the time of the Participant's death was neither the spouse of the Participant nor the spouse or former spouse of the participant who is an alternate payee under a domestic relations order, a direct rollover is payable only to an individual retirement account or individual retirement annuity (IRA) that has been established on behalf of the Beneficiary as an inherited IRA (within the meaning of section 408(d)(3)(C) of the Code.
- (b) Each Vendor shall be separately responsible for providing, within a reasonable time period before making an initial eligible rollover distribution, an explanation to the Participant of his or her right to elect a direct rollover and the income tax withholding consequences of not electing a direct rollover.

## **Section 6 Rollovers to the Plan and Transfers**

### **6.1 Eligible Rollover Contributions to the Plan.**

- (a) **Eligible Rollover Contributions.** To the extent provided in the Individual Agreements, an Employee who is a Participant who is entitled to receive an eligible rollover distribution from another eligible retirement plan may request to have all or a portion of the eligible rollover distribution paid to the Plan. Such rollover contributions shall be made in the form of cash only. The Vendor may require such documentation from the distributing plan as it deems necessary to effectuate the rollover in accordance with

section 402 of the Code and to confirm that such plan is an eligible retirement plan within the meaning of section 402(c)(8)(B) of the Code. However, in no event does the Plan accept a rollover contribution from a Roth elective deferral account under an applicable retirement plan described in section 402A(e)(1) of the Code or a Roth IRA described in section 408A of the Code.

- (b) **Eligible Rollover Distribution.** For purposes of Section 6.1 (a), an eligible rollover distribution means any distribution of all or any portion of a Participant's benefit under another eligible retirement plan, except that an eligible rollover distribution does not include (1) any installment payment for a period of 10 years or more, (2) any distribution made as a result of an unforeseeable emergency or other distribution which is made upon hardship of the employee, or (3) for any other distribution, the portion, if any, of the distribution that is a required minimum distribution under section 401(a)(9) of the Code. In addition, an eligible retirement plan means an individual retirement account described in section 408(a) of the Code, an individual retirement annuity described in section 408(b) of the Code, a qualified trust described in section 401(a) of the Code, an annuity plan described in section 403(a) or 403(b) of the Code, or an eligible governmental plan described in section 457(b) of the Code, that accepts the eligible rollover distribution.
- (c) **Separate Accounts.** The Vendor shall establish and maintain for the Participant a separate account for any eligible rollover distribution paid to the Plan.

6.2 **Plan-to-Plan Transfers to the Plan.** (a) At the direction of the Employer, for a class of Employees who are participants or beneficiaries in another plan under section 403(b) of the Code, the Administrator may permit a transfer of assets to the Plan as provided in this Section 6.2. Such a transfer is permitted only if the other plan provides for the direct transfer of each person's entire interest therein to the Plan and the participant is an employee or former employee of the Employer. The Administrator and any Vendor accepting such transferred amounts may require that the transfer be in cash or other property acceptable to it. The Administrator or any Vendor accepting such transferred amounts may require such documentation from the other plan as it deems necessary to effectuate the transfer in accordance with § 1.403(b)-10(b)(3) of the Income Tax Regulations and to confirm that the other plan is a plan that satisfies section 403(b) of the Code.

6.3 **Plan-to-Plan Transfers from the Plan.** (a) At the direction of the Employer, the Administrator may permit a class of Participants and Beneficiaries to elect to have all or any portion of their Account Balance transferred to another plan that satisfies section 403(b) of the Code in accordance with § 1.403(b)-10(b)(3) of the Income Tax Regulations. A transfer is permitted under this Section 6.3(a) only if the Participants or Beneficiaries are employees or former employees of the employer (or the business of the employer) under the receiving plan and the other plan provides for the acceptance of plan-to-plan transfers with respect to the Participants and Beneficiaries and for each Participant and Beneficiary to have an amount deferred under the other plan immediately after the transfer at least equal to the amount transferred.

- (b) The other plan must provide that, to the extent any amount transferred is subject to any distribution restrictions required under section 403(b) of the Code, the other plan shall impose restrictions on distributions to the Participant or Beneficiary whose assets are transferred that are not less stringent than those imposed under the Plan. In addition, if the transfer does not constitute a complete transfer of the Participant's or Beneficiary's interest in the Plan, the other plan shall treat the amount transferred as a continuation of a pro rata portion of the Participant's or Beneficiary's interest in the transferor plan (e.g. a pro rata portion of the Participant's or Beneficiary's interest in any after-tax employee contributions).

- (c) Upon the transfer of assets under this Section 6.3, the Plan's liability to pay benefits to the Participant or Beneficiary under this Plan shall be discharged to the extent of the amount so transferred for the Participant or Beneficiary. The Administrator may require such documentation from the receiving plan as it deems appropriate or necessary to comply with this Section 6.3 (for example, to confirm that the receiving plan satisfies section 40-3(b) of the Code and to assure that the transfer is permitted under the receiving plan ) or to effectuate the transfer pursuant to § 1.403(b)-10(b)(3) of the Income Tax Regulations.

**6.4 Contract and Custodial Account Exchanges.** (a) A Participant or Beneficiary is permitted to change the investment of his or her Account Balance among the Vendors under the Plan, subject to the terms of the Individual Agreements. However, an investment change that includes an investment with a Vendor that is not eligible to receive contributions under Section 2 (referred to below as an exchange) is not permitted unless the conditions in paragraphs (b) through (d) of this Section 6.4 are satisfied.

- (b) The Participant or Beneficiary must have an Account Balance immediately after the exchange that is at least equal to the Account Balance of that Participant or Beneficiary immediately before the exchange (taking into account the Account Balance of that Participant or Beneficiary under both section 403(b) contracts or custodial accounts immediately before the exchange).
- (c) The Individual Agreement with the receiving Vendor has distribution restrictions with respect to the Participant that are not less stringent than those imposed on the investment being exchanged.
- (d) The Employer enters into an agreement with the receiving Vendor for the other contract or custodial account under which the Employer and the Vendor will from time to time in the future provide each other with the following information:
  - (1) Information necessary for the resulting contract or custodial account, or any other contract or custodial accounts to which contributions have been made by the Employer, to satisfy section 403(b) of the Code, including the following: (i) the Employer providing information as to whether the Participant's employment with the Employer is continuing, and notifying the Vendor when the Participant has had a Severance from Employment (for purposes of the distribution restrictions in Section 5.1); (ii) the Vendor notifying the Employer of any hardship withdrawal under Section 5.5 if the withdrawal results in a 6-month suspension of the Participant's right to make Elective Deferrals under the Plan; and (iii) the Vendor providing information to the Employer or other Vendors concerning the Participant's or Beneficiary's section 403(b) contracts or custodial accounts or qualified employer plan benefits (to enable a Vendor to determine the amount of any plan loans and any rollover accounts that are available to the Participant under the Plan in order to satisfy the financial need under the hardship withdrawal rules of Section 5.5); and
  - (2) Information necessary in order for the resulting contract or custodial account and any other contract or custodial account to which contributions have been made for the Participant by the Employer to satisfy other tax requirements, including the following: (i) the amount of any plan loan that is outstanding to the Participant in order for a Vendor to determine whether an additional plan loan satisfies the loan limitations of Section 43, so that any such additional loan is not a deemed distribution under section 72(p)(1); and (ii) information concerning the Participant's or Beneficiary's after-tax employee contributions in order for a Vendor to determine the extent to which a distribution is includible in gross income.

- (e) If any Vendor ceases to be eligible to receive Elective Deferrals under the Plan, the Employer will enter into an information sharing agreement as described in Section 6.4(d) to the extent the Employer's contract with the Vendor does not provide for the exchange of information described in Section 6.4(d)(1) and (2).

## **Section 7 Investment of Contributions**

- 7.1 **Manner of Investment.** All Elective Deferrals or other amounts contributed to the Plan, all property and rights purchased with such amounts under the Funding Vehicles, and all income attributable to such amounts, property, or rights shall be held and invested in one or more Annuity Contracts or Custodial Accounts. Each Custodial Account shall provide for it to be impossible, prior to the satisfaction of all liabilities with respect to Participants and their Beneficiaries, for any part of the assets and income of the Custodial Account to be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries.
- 7.2 **Investment of Contributions.** Each Participant or Beneficiary shall direct the investment of his or her Account among the investment options available under the Annuity Contract or Custodial Account in accordance with the terms of the Individual Agreements. Transfers among Annuity Contracts and Custodial Accounts may be made to the extent provided in the Individual Agreements and permitted under applicable Income Tax Regulations.
- 7.3 **Current and Former Vendors.** The Administrator shall maintain a list of all Vendors under the Plan. Such list is hereby incorporated as part of the Plan. Each Vendor and the Administrator shall exchange such information as may be necessary to satisfy section 403(b) of the Code or other requirements of applicable law. In the case of a Vendor which is not eligible to receive Elective Deferrals under the Plan (including a Vendor which has ceased to be a Vendor eligible to receive Elective Deferrals under the Plan and a Vendor holding assets under the Plan in accordance with Section 6.2 or 6.4), the Employer shall keep the Vendor informed of the name and contact information of the Administrator in order to coordinate information necessary to satisfy section 403(b) of the Code or other requirements of applicable law.

## **Section 8 Amendment and Plan Termination**

- 8.1 **Termination of Contributions.** The Employer has adopted the Plan with the intention and expectation that contributions will be continued indefinitely. However, the Employer has no obligation or liability whatsoever to maintain the Plan for any length of time and may discontinue contributions under the Plan at any time without any liability hereunder for any such discontinuance.
- 8.2 **Amendment and Termination.** The Employer reserves the authority to amend or terminate this Plan at any time.
- 8.3 **Distribution upon Termination of the Plan.** The Employer may provide that, in connection with a termination of the Plan and subject to any restrictions contained in the Individual Agreements, all Accounts will be distributed, provided that the Employer and any Related Employer on the date of termination do not make contributions to an alternative section 403(b) contract that is not part of the Plan during the period beginning on the date of plan termination and ending 12 months after the distribution of all assets from the Plan, except as permitted by the Income Tax Regulations.

## **Section 9**

## Miscellaneous

- 9.1 **Non-Assignability.** Except as provided in Section 9.2 and 9.3, the interests of each Participant or Beneficiary under the Plan are not subject to the claims of the Participant's or Beneficiary's creditors; and neither the Participant nor any Beneficiary shall have any right to sell, assign, transfer, or otherwise convey the right to receive any payments hereunder or any interest under the Plan, which payments and interest are expressly declared to be non-assignable and non-transferable.
- 9.2 **Domestic Relation Orders.** Notwithstanding Section 9.1, if a judgment, decree or order (including approval of a property settlement agreement) that relates to the provision of child support, alimony payments, or the marital property rights of a spouse or former spouse, child or other dependent of a Participant is made pursuant to the domestic relations law of any State ("domestic relations order"), then the amount of the Participant's Account Balance shall be paid in the manner and to the person or persons so directed in the domestic relations order. Such payment shall be made without regard to whether the Participant is eligible for a distribution of benefits under the Plan. The Administrator shall establish reasonable procedures for determining the status of any such decree or order and for effectuating distribution pursuant to the domestic relations order.
- 9.3 **IRS Levy.** Notwithstanding Section 9.1, the Administrator may pay from a Participant's or Beneficiary's Account Balance the amount that the Administrator finds is lawfully demanded under a levy issued by the Internal Revenue Service with respect to that Participant or Beneficiary or is sought to be collected by the United States Government under a judgment resulting from an unpaid tax assessment against the Participant or Beneficiary.
- 9.4 **Tax Withholding.** Contributions to the Plan are subject to applicable employment taxes (including, if applicable, Federal Insurance Contributions Act (FICA) taxes with respect to Elective Deferrals, which constitute wages under section 3121 of the Code). Any benefit payment made under the Plan is subject to applicable income tax withholding requirements (including section 3401 of the Code and the Employment Tax Regulations thereunder). A payee shall provide such information as the Administrator may need to satisfy income tax withholding obligations, and any other information that may be required by guidance issued under the Code.
- 9.5 **Payments to Minors and Incompetents.** If a Participant or Beneficiary entitled to receive any benefits hereunder is a minor or is adjudged to be legally incapable of giving valid receipt and discharge for such benefits, or is deemed so by the Administrator, benefits will be paid to such person as the Administrator may designate for the benefit of such Participant or Beneficiary. Such payments shall be considered a payment to such Participant or Beneficiary and shall, to the extent made, be deemed a complete discharge of any liability for such payments under the Plan.
- 9.6 **Mistaken Contributions.** If any contribution (or any portion of a contribution) is made to the Plan by a good faith mistake of fact, then within one year after the payment of the contribution, and upon receipt in good order of a proper request approved by the Administrator, the amount of the mistaken contribution (adjusted for any income or loss in value, if any, allocable thereto) shall be returned directly to the Participant or, to the extent required or permitted by the Administrator, to the Employer.
- 9.7 **Procedure When Distributee Cannot Be Located.** The Administrator shall make all reasonable attempts to determine the identity and address of a Participant or a Participant's Beneficiary entitled to benefits under the Plan. For this purpose, a reasonable attempt means (a) the mailing by certified mail of a notice to the last known address shown on Town of Berkley's or the Administrator's records, (b) notification sent to the Social Security Administration or the Pension Benefit Guaranty Corporation (under their program to identify

payees under retirement plans), and (c) the payee has not responded within 6 months. If the Administrator is unable to locate such a person entitled to benefits hereunder, or If there has been no claim made for such benefits, the funding vehicle shall continue to hold the benefits due such person.

- 9.8 **Incorporation of Individual Agreements.** The Plan, together with the Individual Agreements, is intended to satisfy the requirements of section 403(b) of the Code and the Income Tax Regulations thereunder. Terms and conditions of the Individual Agreements are hereby incorporated by reference into the Plan, excluding those terms that are inconsistent with the Plan or section 403(b) of the Code.
- 9.9 **Governing Law.** The Plan will be construed, administered and enforced according to the Code and the laws of the State in which the Employer has its principal place of business.
- 9.10 **Headings.** Headings of the Plan have been inserted for convenience of reference only and are to be ignored in any construction of the provisions hereof.
- 9.11 **Gender.** Pronouns used in the Plan in the masculine or feminine gender include both genders unless the context clearly indicates otherwise.

IN WITNESS WHEREOF, the Employer has caused this Plan to be executed this 30th Day of December, 2008.

Employer: Berkley Public Schools

By: *Thomas J. Lynch*

Title: Supt. of Schools

Date signed: 12/30/08

Effective Date of the Plan: 1/1/09

Approved – Dec. 10, 2008

Berkley Public Schools

**MAINTENANCE OF SCHOOL FACILITIES**

**POLICY #7500**

- 7500.1 Every town shall provide and maintain a sufficient number of schoolhouses, properly furnished and conveniently situated for the accommodation of all children therein entitled to attend the public schools.<sup>1</sup>
  
- 7500.2 The maintenance and repair program is viewed as a continuing long-term effort to maintain the appearance and functioning efficiency of the building and sites. The attached Maintenance of Building & Grounds Preventative Maintenance Schedule will be the instrument used to record repairs, inspections, etc.
  
- 7500.3 The maintenance, repair and cleaning of school facilities (building and sites) is the direct responsibility of the head of building and grounds working under the superintendent.
  
- 7500.4 A long-term (three to five year) program of maintenance will be the basis for developing work schedules to accommodate work projects which have to be done two or three times a year, seasonally or once a year, and once every two or more years. Money will be allocated each year in the regular budget for the support of the long-term program of repair and maintenance of school facilities. The long-term maintenance and repair program for school facilities will include work projects such as:
  - 7500.4.1 Washing and repair of windows
  - 7500.4.2 Major cleaning, stripping, and waxing of floors
  - 7500.4.3 Care, repair, and replacement of locks, alarms and other protective devices,
  - 7500.4.4 Testing (and recharging) of fire extinguishers, hoses, and sprinkling systems,
  - 7500.4.5 Maintenance, repair, and replacement of working components of heating, lighting, electrical, and communications systems.
  - 7500.4.6 Maintenance, repair and replacement of hand and power tools and equipment used by custodial and maintenance workers.
  - 7500.4.7 Continuing care and improvement of school sites.

Adopted: May 8, 1973  
Amended: Oct. 17, 2005  
Reviewed: April 9, 2008

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<sup>1</sup> General Laws, Chapter 71, Section 68

Berkley Public Schools

**SAFE SCHOOL POLICY**

**Policy #7510**

**I. Statement of Purpose and Compliance**

- A. This policy is adopted by the Berkley School Committee as required by M.G.L. c.71 §37H, for purposes of notifying members of the public, students, teachers and other staff of the District's Standards and Procedures to assure school building security and safety of students and school personnel. This policy is intended to be in accordance with standards for classroom safety adopted by the Board of Education pursuant to M.G.L. c.69, §1B which standards are incorporated by reference herein.

**II. Standards of Safety and Security**

- A. The community shall encourage the creation and maintenance of a safe and secure learning environment in every school building. The creation of a safe learning environment will be enhanced by the provision of sufficient resources for procurement and maintenance of appropriate safety personnel and devices.
- B. Administration, staff and students in each school building shall strive to create an educational environment which is reasonably safe and secure in order to:
1. Facilitate learning and teaching
  2. Preserve the physical and mental well being of all lawful occupants of the building.

**III. Procedures To Meet Standards**

**A. Administrative Action**

1. The Superintendent shall cause to be undertaken an assessment of current safety standards and procedures.
2. The assessment of current standards and procedures will be accomplished by the Superintendent, building principals and other district personnel who shall review current practices with appropriate police contacts, the school district's insurer and district counsel in addition to other parties whom the Superintendent and building principals determine to have relevant information.
3. The Superintendent or his or her designee shall collect, review and disseminate an assessment report of current safety standards to the same individuals consulted during the information gathering process and to the School Committee.

4. The parties receiving the assessment report shall promptly review the report, meet, confer and make recommendations to the Superintendent and Committee as to necessary changes to the existing safety and security practices of the district.
5. The Superintendent shall issue a final report to all individuals involved in the assessment of current safety practices.
6. The process of assessing safety and security procedures shall be continuous and a formal assessment as outlined in steps A 1 through 5 above shall occur not less than once every three years.

B. Committee Action

1. The Committee shall review the Superintendent's final report and discuss its contents with the Superintendent and other district administrators prior to making any changes to existing policies or procedure by duly recorded vote.
2. Prior to adopting recommendations or changes to existing policy the Committee shall receive from the Superintendent or his or her designee an estimate of the costs, if any, associated with the implementation of the policy change or recommendation,
3. Upon adoption of amended or new safety policies the committee shall cause a copy of the policy and standards to be forwarded to the Board of Education.
4. The Committee shall annually, as part of its budget process, identify safety and security needs and request appropriations for maintenance of safety or security personnel, devices or equipment for all school buildings.

Cross Reference:

BMS Teacher/Staff Handbook: "Code Blue Emergency Procedures", "Emergency Safety Procedures (Fire Drill, Intruder, Bomb Threat, Evacuation)", "Fire Safety Information".

BMS Student/Parent/Teacher Handbook: "Emergency Procedures", "Fire Drills".

BCS Staff Handbook: "Code Blue Emergency Care Procedures", "Emergency Safety Procedures", "Evacuation Plans", "Security", "Fire Regulations".

BCS Student/Parent Handbook: "Emergency Procedures", "Fire Drills"

Amended – October 19, 1998

Amended - Dec. 18, 2006

Reviewed – April 9, 2008

Berkley Public Schools

**EMERGENCY PLANS**

**Policy #7515**

Advance planning for emergencies and disasters is essential to provide for the safety of students and staff, it also strengthens the morale of all concerned to know that plans exist and that students and staff have been trained in carrying out the plans.

The Superintendent will oversee and maintain plans developed by building principals that meet the requirements of state law for preparedness in case of fire, civil emergencies, and natural disasters.

Building Principals will meet all requirements for conducting fire drills to give students practice in moving with orderly dispatch to designated areas under emergency conditions, and the staff practice in carrying out their assigned responsibilities for building evacuation.

School Administration works closely with the Police Department and the Fire Department when developing emergency plans.

**Approved - Dec. 18, 2006**

**Reviewed – April 9, 2008**

**USE OF SCHOOL FACILITIES**

**Policy #7520**

- 7520.1 For the purpose of promoting the usefulness of public school property, the School Committee may conduct such educational and recreational activities in or upon school property under its control, and, subject to such regulations as it may establish, and consistently and without interference with the use of the premises for school purposes, shall allow the use thereof by individuals and associations for such educational, recreational, social, civic, philanthropic, and like purposes as it deems for the interest of the community.
- 7520.11 The affiliation of any such association with a religious organization shall not disqualify such association from being allowed such a use for such a purpose.
- 7520.12 The use of such property as a place of assemblage for citizens to hear candidates for public office shall be considered a civic purpose within the meaning of this section.
- 7520.13 The School Committee shall award concessions for food at any field under its control only to the highest responsible bidder.<sup>1</sup>
- 7520.2 The School Committee may offer adult physical fitness programs to be held in the gymnasium of any school at any time during which such gymnasium facilities are not being used for school purposes.<sup>2</sup>
- 7520.3 The School Committee will establish rates for various classifications of eligible groups within the school district which use school facilities during non-school hours. Arrangements for the use of school facilities are made through the office of the Principal.
- 7520.4 The use of alcoholic beverages on the school premises is prohibited.
- 7520.5 The use of tobacco products on school premises and on school buses is prohibited.<sup>3</sup>
- 7520.6 The School Committee authorizes the Superintendent to maintain Rules & Regulations for the Use of School Facilities consistent with guidelines

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1 General Laws, Chapter 71, Section 71

2 General Laws, Chapter 71, Section 71B

3 General Laws, Chapter 71, Section 37H

Adopted - May 8, 1973

Approved - September 14, 1992

Amended - August 9, 1993

Amended - Dec. 11, 2000

Amended - April 14, 2003

Reviewed – April 9, 2008

provided by governing agencies. i.e. Building Inspector, Fire Chief, Police Chief, etc.

Berkley Public Schools

**SCHOOL BUILDING CONSTRUCTION**

**Policy #7540**

- 7540.1 The law specifically provides that the town has the responsibility for "providing" schoolhouses:
- 7540.11 A town may, at a town meeting, determine the situation of its schoolhouses.<sup>1</sup>
- 7540.12 Every town shall provide and maintain a sufficient number of schoolhouses, properly furnished and conveniently situated for the accommodation of all children therein entitled to attend the public schools.<sup>2</sup>
- 7540.2 The authorization and appointment (as well as the method of authorization and appointment) of a school building committee is the prerogative and the responsibility of the town.
- 7540.3 The school committee may recommend to the town that a school building committee be appointed and that a designated number of school committee members be appointed to it.
- 7540.4 The Commonwealth will provide substantial assistance with a variety of costs related to school construction through the Massachusetts School Building Authority (MSBA).<sup>3</sup> Consultant assistance of the MSBA is available to school districts in areas such as: analysis of building needs, development of educational specifications for new school buildings, selection of suitable sites for new school buildings, designing of preliminary plans for new school buildings, formulation of articles and motions for public meetings, approval of final plans and specifications for school construction, development of financing plans, and documentation of requests for state reimbursements.<sup>4</sup>
- 7540.5 The School Committee will follow the most recent steps and procedures established by the MA School Building Authority.
- 7540.6 All building construction and major renovation must be done in accordance with provisions in the law and the regulations promulgated by the Department of Public Safety of the Commonwealth of Massachusetts.<sup>5</sup>

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<sup>1</sup> General Laws, Chapter 71, Section 70

<sup>2</sup> General Laws, Chapter 71, Section 68

<sup>3</sup> Special Act 1948, Chapter 645 (as amended)

<sup>4</sup> Ronald F. Fitzgerald and Clifford V. Jones, Planning a School: A Sequential Program, pages 28 and 29.

<sup>5</sup> General Laws, Chapter 143

Adopted: May 8, 1973

Amended: Dec. 11, 2000

Amended: Nov. 17, 2008

**Berkley Public Schools**

**DESIGNER SELECTION POLICIES**

**Policy #7550**

The selection of designers for building construction, renovations, alterations, remodeling, and repair projects will follow state laws and regulations consistent with Massachusetts state laws.

Adopted – Feb. 5, 1985  
Amended – April 9, 2001  
Reviewed – April 9, 2008

## Berkley Public Schools

### **PEST MANAGEMENT POLICY**

**Policy #7560**

Berkley Public Schools is committed to providing a safe and properly maintained environment for all staff, students and visitors. To achieve this end, the school district will implement integrated pest management (IPM) procedures for its buildings and grounds.

The integrated pest management procedures shall include implementation of appropriate prevention and control strategies, notification of certain pesticide and herbicide uses, record keeping, education and evaluation.

Integrated pest management procedures will determine when to control pests and what method of control to choose. Strategies for managing pest populations will be influenced by the pest species, location and at what population level its presence poses a threat to people, property or the environment. The full range of action alternatives, including no action, will always be considered.

#### **I. OVERVIEW AND GOAL**

- A. The Berkley Public Schools shall develop and implement an integrated pest management program.
- B. An integrated pest management program is a pest control approach that emphasizes using a balanced combination of tactics (cultural, mechanical, biological, chemical) to reduce pests to a tolerable level while using pesticides and herbicides as a last resort to minimize health, environmental and economic risks.
- C. Pesticides and herbicides will be used only as a last resort, based on a review of all other available options.
- D. The integrated pest management program shall strive to:
  - 1. Reduce any potential human health hazard,
  - 2. Reduce loss or damage to school structures or property,
  - 3. Minimize the risk of pests from spreading in the community,
  - 4. Enhance the quality of facility use for school and community,
  - 5. Minimize health, environmental and economic risks.

#### **II. RESTRICTIONS ON USE OF PESTICIDES AND HERBICIDES**

- A. When pesticides or herbicides are used, they must be classified as an EPA Category III or IV. Application of any pesticide or herbicide may be performed only by certified applicators.
- B. Application of pesticides and herbicides may only be accomplished during a school break or when the building will be clear of students for at least 48 hours.

### III. NOTIFICATION OF PESTICIDE AND HERBICIDE USE

- A. When pesticides or herbicides are used outdoors, notice of their use will be provided to parents, staff and students and will also be posted in a common area.
- B. When pesticides and herbicides are used in a building, the site will provide a 48-hour pre-notification in the form of posting the product name, purpose, application date, time and method and the Material Safety Data Sheet on all entrance doors. A contact person will also be listed.
- C. In the event of an EPA registered pesticide or herbicide application in or around a building site during the school year or summer session, a notice (including the product name, purpose, contact person, and application date, time and method) will be sent home in writing with students in the affected building at least 5 days prior to application.

### IV. RECORD-KEEPING

- A. The district will keep a record of pesticides and herbicides used, amounts and locations of treatments and will keep any Material Safety Data Sheets, product labels and manufacturer information on ingredients related to the application of the pesticides or herbicides.
- B. All records on pesticides and herbicides used and correspondence will be available for public review upon notice and during normal school hours.

### V. STAFF RESPONSIBILITIES AND EDUCATION

- A. Designated staff (School Nutrition, Buildings and Grounds, etc.) will participate in sanitation and pest exclusion procedure appropriate to their roles. For example: keeping doors closed, repairing cracks, removing food waste within 12 hours, keeping lids on garbage receptacles and keeping vegetation properly out.
- B. Ongoing education of all appropriate district staff will be a priority to ensure a safe and clean environment.

Legal ref: Ch 85 of the Acts of 2000

Approved - Oct. 17, 2005

Reviewed – April 9, 2008

Berkley Public Schools

**SCHOOL FOOD SERVICES PROGRAM**

**Policy #7600**

- 7600.1 Pursuant to any power of School Committees to operate or provide for the operation of school food service programs in schools under their jurisdiction, a School Committee of any town may establish, maintain, operate and expand a school food service program for the pupils in any school building under the jurisdiction of said committee, may make all contracts necessary to provide material, personnel and equipment needed to carry out the provisions of this act; and if necessary may expend funds to meet the matching requirements and any other provisions of said National School Lunch Act, and such other acts as are provided for in section one of this act.<sup>1</sup>
- 7600.2 School Committees may use therefore funds disbursed to them under the provisions of this act, gifts and other funds received from sale of school lunches and other meals under such programs.
- 7600.21 Such contributions received in the form of money, together with fees from sale of lunches, other meals and any allotments received from the state under the provisions of this act for said purposes, shall be deposited with the treasurer of such town or, in cases where the town is a member of a regional school district, with the treasurer for such district and held as a separate account and expended by said School Committee without appropriation, notwithstanding the provisions of section fifty-three of chapter forty-four of the General Law.
- 7600.22 Nothing in this act shall prevent cities or towns from appropriating funds in addition to those provided from other sources.<sup>2</sup>
- 7600.3 The Bureau of Nutrition Education and School Food Services, with the approval of the commissioner, shall prescribe regulations for keeping accounts and records and making of reports by or under the supervision of School Committees.
- 7600.31 Such accounts and records shall at all times be available for inspection and audit by authorized officials and shall be preserved for such period of time, not in excess of five years, as the Bureau may lawfully prescribe.
- 7600.32 The Bureau shall conduct or cause to be conducted such audits, inspections and administrative reviews of accounts, records and operations with respect to school food service programs as may be necessary to determine whether its agreements with School Committees or other sponsors of school food service programs

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<sup>1</sup> Section 2, Special Acts 1948, 548

<sup>2</sup> Section 3

and other regulations made pursuant to this act are being complied with and to insure that school food service programs are effectively administered.<sup>3</sup>

7600.4 Provisions for training of personnel, research and development, consultant assistance, and the acceptance and distribution of surplus foods are also included in the Massachusetts School Lunch Act.<sup>4</sup>

Adopted: May 8, 1973  
Reviewed: April 9, 2008

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<sup>3</sup> Section 4

<sup>4</sup> Section 4-10