

Employee Handbook



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INTRODUCTION

PURPOSE OF HANDBOOK

Welcome! Valley Collaborative (the “Collaborative”) considers its employees to be one of its most valuable resources. Their dedication and commitment is unsurpassed, and their leadership and expertise is the heart of the Collaborative’s ongoing and continued success. This Employee Handbook (“Handbook”) has been written to serve as a guide for the employer/employee relationship. All Collaborative employees are required to read this Handbook completely and thoroughly and to become familiar with its provisions.

The Board of Directors for the Collaborative (the “Board of Directors”) reserves the right to change, add or delete any of the provisions in this Handbook at any time. It is not intended to be comprehensive or to address all possible applications of, or exceptions to, the general policies and procedures described. Please address any questions concerning eligibility for a particular benefit, or the application of a policy or practice, to your principal or supervisor or the Human Resources Department. Violation or failure to comply with the standards and policies outlined in this Handbook will be grounds for corrective action up to and including termination.

Unless you have a separate employment contract with the Collaborative, your employment with the Collaborative is on an at-will basis. This means that either you or the Collaborative may terminate the employment relationship, with or without cause at any time. This Handbook is not an employment contract, or a promise of employment for any specific period of time. This Handbook confers no rights on employees nor does it create any obligations for the Collaborative. Each employee is responsible for following the policies in this Handbook and any others that may be approved by the Board of Directors from time to time.

As a condition of employment, and upon receipt of this Handbook, employees are required to sign and return to the Human Resources Department the Acknowledgement of Receipt of Employee Handbook and Understanding of At-Will Employment Status attached to this Handbook as Appendix D.

ABOUT THE COLLABORATIVE

Valley Collaborative is a group of school districts legally bound in a collaborative governance structure under the provisions of Massachusetts General Laws, Chapter 40, Section 4E. The primary purpose of the Collaborative is to expand the quality of education in its member school districts and participating school districts. The member school districts are: Billerica Public Schools, Chelmsford Public Schools, Dracut Public Schools, Groton-Dunstable Regional School District, Nashoba Valley Technical High School, North Middlesex Regional School District, Tewksbury Public Schools, Tyngsboro Public Schools, and Westford Public Schools. The Collaborative is governed by a Board of Directors comprised of one representative from each of the member school committees.

The Collaborative is a Massachusetts Department of Elementary and Secondary Education approved public school entity. The Collaborative provides high quality academic, therapeutic and transitional services to individuals referred by local school districts and social service agencies. The Collaborative also provides ongoing professional development and training experiences for educators and educational agencies. Recognizing that the educational environment rapidly changes, the Collaborative creates, adapts, and provides flexible programming to address evolving needs. The Collaborative provides an environment within which students and adults can maximize educational and/or occupational skills. By sharing its resources with multiple school districts and social service agencies, its programs maintain superior quality and reasonable costs to those it serves, by meeting or exceeding state standards, and achieving economies of scale.

EMPLOYMENT POLICIES

EMPLOYMENT

The Collaborative Board of Directors, acting through the Executive Director, has the sole authority to enter into or modify agreements, contracts or take personnel actions with employees. Employees are expected to meet the standards of their position as set by the Massachusetts Department of Elementary and Secondary Education or the Collaborative Board of Directors.

Collaborative employees are required to sign an acceptance letter of his or her appointment of employment and job description ("Appointment Letter"). This Appointment Letter is not a contract of employment, but simply summarizes the position, supervisor, compensation and benefits, and other information relevant to employment with the Collaborative. Job descriptions may be changed from time to time, at which time an employee may be required to review and sign a new or amended Appointment Letter. Collaborative employees are employed on an at-will basis, and tenure is not available in accordance with the laws of the Commonwealth.

The Collaborative reserves the right to transfer personnel between programs on a permanent or temporary basis to best meet the needs of its students or the member and participating school districts.

Upon offer of employment, job applicants may be required to have a physical exam at the employer's expense. The exam may include drug and alcohol screening, as well as the ability to lift. The offer of employment will also be contingent upon a criminal background check and, if applicable a satisfactory driver history report from the Registry of Motor Vehicles.

Employees are also required to follow all collaborative policies and procedures including those listed in the Handbook, those in other publications, as well as those that may be added or modified from time to time. Failure to follow collaborative policies and procedures or perform at a satisfactory level may result in corrective action up to and including termination.

The Collaborative reserves the right to determine the appropriate level of corrective action to be imposed, depending upon the facts and circumstances. The Human Resources Department may conduct an exit interview with any employee who is involuntarily terminated from the Collaborative's employment.

EMPLOYEE PERFORMANCE

Collaborative employees are expected to perform their duties and responsibilities satisfactorily and to meet the performance expectations of the Collaborative. Principals and supervisors will communicate Collaborative expectations to employees and inform them if their work is unsatisfactory. In appropriate circumstances, when an employee's job performance is unsatisfactory or fails to meet the expectations of the Collaborative, a principal or supervisor should counsel the employee with an end toward improving the employee's performance, and the employee may be given a reasonable opportunity to improve his/her work performance to meet the expectations of the Collaborative. An employee's inability to perform his/her duties and responsibilities satisfactorily or his/her failure to improve upon unsatisfactory performance may result in corrective action, up to and including termination. The Collaborative shall, in its sole discretion, determine what actions are appropriate to address an employee's inability to perform his/her duties and responsibilities satisfactorily.

Performance Evaluation

Educational Staff: Educational staff are subject to evaluation in accordance with the Massachusetts Model System for Educator Evaluation pursuant to 603 CMR 35.00.

Administrative and other Staff: Administrative and other staff are subject to an evaluation of their performance, at least annually. Evaluations should be viewed as constructive, as they are designed to review progress on performance expectations, identify areas of strength and supports needed for making improvements, and restate or update job-related expectations going forward. Completed written performance evaluations must be signed by the relevant employee and principal or supervisor who conducted the evaluation. Performance evaluations will be maintained as a part of employee personnel records in the Human Resources Department.

PROFESSIONAL STANDARDS AND EDUCATIONAL STAFF

For educational staff, employment or continued employment is contingent upon furnishing and maintaining all valid and appropriate registrations, licenses, and certifications qualifying them for their positions, as required by the Department of Elementary and Secondary Education, applicable law, or the Collaborative. It is the employee's responsibility to obtain and maintain such registrations, licenses, and certifications.

FIRST AID, CPR, AND STUDENT RESTRAINT TRAINING

Certain Collaborative positions require, as an essential qualification and precondition to employment, training and/or certification in first aid, CPR, and student restraint training. Employees will be informed of what training or certifications are a precondition for their position. For such positions, employment or continued employment will be contingent upon completing applicable trainings and obtaining and furnishing applicable certifications. It is the employee's responsibility to complete such trainings and to obtain and maintain such certifications. The Collaborative may offer training or courses by which employees can meet these requirements.

With respect to student restraints, the Collaborative maintains a Restraint Prevention and Behavior Support Policy pursuant to 603 CMR 46.00 (the "Restraint Policy"). The Restraint Policy is attached to this Handbook as Appendix A. It is the responsibility of all program staff to read the Restraint Policy, as revised and updated from time to time, to completely and thoroughly become familiar with its provisions, and to ensure that they attend and participate in all required restraint training.

TRAINING AND PROFESSIONAL DEVELOPMENT

Training is an ongoing part of employment. All employees are expected to participate in training activities from time to time, and are encouraged to avail themselves of professional development opportunities.

EQUAL EMPLOYMENT OPPORTUNITY

I. Non-Discrimination in Employment

The Collaborative is an Equal Opportunity Employer. The Collaborative does not discriminate in its programs, activities, facilities, employment, or educational opportunities on the basis of age, disability, race, color, religion, national origin, gender, gender identify, ancestry, sexual orientation, the results of genetic testing, active military service, or any other class of individuals protected from discrimination under state or federal law.

Unlawful discrimination of employees occurring in the workplace or in other settings in which employees may find themselves in connection with their employment will not be tolerated by the Collaborative. Further, any retaliation against an individual who has formally or informally complained about discrimination or has cooperated with an investigation of a discrimination complaint is prohibited. To achieve the goal of providing a workplace free from discrimination, the conduct that is described in this policy will not be tolerated, and the Collaborative will implement the procedure described below to address any potential inappropriate conduct.

The Collaborative commits itself and its employees, within the context of state and federal civil rights laws, to ensure equitable participation of employees of all backgrounds in all of its daily operations. This policy applies to all employment practices and employment programs sponsored

by the Collaborative. This policy shall apply, but not be limited to the areas of recruitment, selection, compensation, benefits, professional development and training, reasonable accommodation for disabilities, religious practices, promotion, transfer, discipline, termination, layoff, and all other terms and conditions of employment. The Collaborative takes allegations of discrimination seriously. The Collaborative will respond promptly to complaints and where it is determined that inappropriate conduct has occurred, the Collaborative will act promptly to eliminate the conduct and impose any necessary corrective action.

II. Discriminatory Harassment

The Collaborative's separate harassment policy details its commitment to a workplace free of any verbal or physical conduct which is unwelcome, severe or pervasive, and related to membership or perceived membership in a protected class. In short, harassment of employees, students, vendors or volunteers of the Collaborative will not be tolerated.

III. Reasonable Accommodation

Employees who believe they are disabled as defined under state and/or federal law and who are seeking an accommodation to allow them to perform the essential functions of their positions may contact the Human Resources Department, 40 Linnell Circle, Billerica, Massachusetts 01821, (978-528-7800).

IV. Discrimination Complaints

If any employee believes that he or she has been subjected to unlawful discrimination, the employee has the right to file a complaint with the Collaborative. This may be done in writing or verbally to the Human Resources Department. The Human Resources Department is also available to discuss any concerns, and to provide information about this policy or the Collaborative complaint process.

V. Discrimination Investigation

The Collaborative will promptly investigate the allegation in a fair and thorough manner. The investigation will be conducted in such a way as to maintain confidentiality to the extent practicable under the circumstances. The investigation will include private interviews with the person filing the complaint, the person alleged to have committed the discrimination, and relevant witnesses. When the Collaborative has completed its investigation, the Collaborative will, to the extent appropriate, inform the person filing the complaint and the person alleged to have committed the conduct of the results of the investigation. If it is determined that inappropriate conduct has occurred, the Collaborative will act promptly to eliminate the offending conduct, and where it is appropriate the Collaborative will also impose corrective action.

VI. Corrective Action

If it is determined that inappropriate conduct has been committed by one of the Collaborative's employees, the Collaborative will take action as is appropriate under the circumstances. Such action may range from (1) Verbal Warning, (2) Letter of Concern, (3) Written Reprimand, (4) Suspension without Pay, (5) Termination of Employment.

VII. State and Federal Remedies

In addition to the above, if an employee believes that they have been subjected to unlawful discrimination, they may file a formal complaint with either or both of the government agencies set forth below. Using the Collaborative's complaint process does not prohibit employees from filing a complaint with these agencies. Each of the agencies has a time period of 300 days for filing a claim.

The United States Equal Employment Opportunity Commission (EEOC)

One Congress Street, 10th Floor
Boston, MA 02114
(617) 565-3200

The Massachusetts Commission Against Discrimination (MCAD)

Boston Office:
One Ashburton Place, Room 601
Boston, MA 02108
(617) 994-6000

Worcester Office:
22 Front Street, 5th Floor
P.O. Box 8038
Worcester, MA 01641
(508) 799-6379

Springfield Office:
424 Dwight Street, Room 220
Springfield, MA 01103

HARASSMENT

I. Introduction

It is the goal of the Collaborative to promote a workplace that is free from discriminatory harassment of any type, including sexual harassment, or other victimization of any individual that is based on his/her membership in a protected class. Discriminatory harassment consists of unwelcome conduct, whether verbal or physical, that is based on a characteristic protected by law, such as age, disability, race, color, religion, national origin, gender, gender identity, ancestry, sexual orientation, the results of genetic testing, or any other protected class, or participation in discrimination complaint-related activities including filing a complaint or cooperating in an investigation (retaliation). The Collaborative will not tolerate unlawful harassing conduct that affects employment conditions, that interferes unreasonably with an individual's performance, or that creates an intimidating, hostile, or offensive work environment.

Harassment of employees that is based on an employee's membership in a protected class and that occurs in the workplace, in connection with work related travel and/or Collaborative sponsored events will not be tolerated.

The Collaborative takes allegations of unlawful harassment seriously. The Collaborative will respond promptly to such complaints. Where it is determined that inappropriate conduct has occurred, the Collaborative will act promptly to eliminate the conduct and impose such corrective action as is necessary up to and including termination.

Please note that while this policy sets forth the Collaborative's goals of promoting a workplace that is free of harassment, the policy is not designed or intended to limit its authority to use corrective action up to and including termination or to take remedial action for workplace conduct which the Collaborative deems unacceptable, regardless of whether that conduct satisfies the legal definition of harassment.

II. Definitions

"Harassment" means unwelcome conduct, whether verbal or physical, that is based on a characteristic protected by law. Harassment includes, but is not limited to:

1. Display or circulation of written materials or pictures that are degrading to a person or group as previously described.
2. Verbal abuse, slurs, derogatory comments, or insults about, directed at, or made in the presence of an individual or group as previously described.

"Sexual harassment" means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
2. Submission to or rejection of such conduct by an individual is used as the basis for

employment decisions affecting such individual; or

3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Under these definitions, direct or implied requests by a supervisor for sexual favors in exchange for actual or promised job benefits such as favorable reviews, salary increases, promotions, increased benefits, or continued employment constitutes sexual harassment.

The definition of sexual harassment is broad. In addition to the above examples, other unwelcome sexually oriented conduct, whether intended or not, that has the effect of creating a work environment that is hostile, offensive, intimidating or humiliating to either male or female workers may also constitute sexual harassment.

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 upon 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.

All employees should note that, as stated above, retaliation against an individual who has complained about sexual harassment, and retaliation against individuals for cooperating with an investigation of a sexual harassment complaint is unlawful and will not be tolerated by the Collaborative.

III. Complaint Procedures

All employees, principals, and supervisors of the Collaborative share responsibility for avoiding, discouraging and reporting any form of discriminatory harassment. The Human Resources Department is primarily responsible for ensuring proper investigation and resolution of harassment complaints. If any employee believes he or she has been subjected to discriminatory harassment from the Collaborative, other employees, students, visitors, applicants, vendors, or contractors, or any other third parties in the workplace or during work-related activities, the employee has the right to file a complaint with the Collaborative. This may be done in writing or verbally. In addition, students, applicants, or other third parties who believe they have been subjected to discriminatory harassment may also file a complaint with the Collaborative using the procedures described herein.

Prompt reporting of harassment is in the best interest of the Collaborative and is essential to a fair, timely, and thorough investigation. Accordingly, complaints should be filed as soon as practical following the incident(s) at issue. If an employee would like to file a complaint they may do so by contacting the Human Resources Department. The Human Resources Department is also available to discuss any concerns and to provide information about the Collaborative's policy on harassment and its complaint process.

IV. Complaint Investigation

When the Collaborative receives a complaint, it will promptly investigate the allegation in a fair and expeditious manner to determine whether there has been a violation of this policy. The investigation will be conducted in such a way as to maintain confidentiality to the extent practicable under the circumstances. The investigation will include private interviews with the person filing the complaint and with witnesses. The Collaborative will also interview the person alleged to have committed the harassment. The complainant, the person alleged to have committed the harassment, and all witnesses are required to fully cooperate with all aspects of an investigation. Attorneys are not permitted to be present or participate in the complaint investigation. When the Collaborative has completed the investigation, it 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.

Notwithstanding any provision of this policy, the Collaborative reserves the right to investigate and take action on its own initiative in response to behavior and conduct which may constitute harassment or otherwise be inappropriate, regardless of whether an actual complaint has been filed.

If it is determined that inappropriate conduct has occurred, the Collaborative will act promptly to eliminate the offending conduct, and where appropriate the Collaborative will impose corrective action.

V. Retaliation

Unlawful discriminatory harassment of employees, including sexual harassment, occurring in the workplace or in other settings in which employees may find themselves in connection with their employment will not be tolerated by the Collaborative. Further, any retaliation against an individual who has formally or informally complained about discriminatory harassment, including sexual harassment, or has cooperated with an investigation of a discriminatory or sexual harassment complaint is prohibited. To achieve the Collaborative's goal of providing a workplace free from discriminatory or sexual harassment, the conduct that is described in this policy will not be tolerated and the Collaborative will implement the procedure described below to address any potential inappropriate conduct.

VI. Corrective Action

If it is determined that inappropriate conduct has been committed by one of the Collaborative employees, students, visitors, applicants, vendors, or contractors, or any other third parties, the Collaborative will take such action as is appropriate under the circumstances. Such action may range from (1) Verbal Warning, (2) Letter of Concern, (3) Written Reprimand, (4) Suspension without Pay, (5) Termination of Employment.

VII. State and Federal Remedies

In addition to the above, if an employee believes they have been subjected to discriminatory harassment of any type, including sexual harassment, they may file a formal complaint with either or both of the government agencies set forth below. Using the Collaborative's complaint process does not prohibit employees from filing a complaint with these agencies. Each of the agencies requires that claims be filed within 300 days from the alleged incident or when the complainant became aware of the incident.

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

The Massachusetts Commission Against Discrimination (MCAD)

Boston Office:
One Ashburton Place, Room 601
Boston, MA 02108
(617) 994-6000

Worcester Office:
22 Front Street, 5th Floor
P.O. Box 8038
Worcester, MA 01641
(508) 799-6379

Springfield Office:
424 Dwight Street, Room 220
Springfield, MA 01103

AMERICANS WITH DISABILITIES ACT

The Collaborative complies with the Americans with Disabilities Act ("ADA") and applicable state law pertaining to employees with disabilities. Both federal and Massachusetts law prohibit employers from discriminating against otherwise qualified individuals with disabilities in job application, hiring, firing, advancement, compensation, job training, and other terms, conditions, and privileges of employment. An individual with a disability is a person who:

- Has a physical or mental impairment that substantially limits one or more major life activities;
- Has a record of such impairment; or
- Is regarded as having such impairment.

A qualified employee or applicant with a disability is an individual who, with or without reasonable accommodation, can perform the essential functions of their position. The Collaborative is committed to providing reasonable accommodations to applicants and employees with disabilities to ensure fair and equal employment. The Collaborative will make reasonable accommodations on behalf of employees with disabilities of which the Collaborative is aware. Please speak with the Human Resources Department to request an accommodation. The Collaborative will evaluate an employee's request for a reasonable accommodation and will provide an accommodation where required by state or federal law.

BULLYING PREVENTION AND INTERVENTION

The Collaborative maintains and implements a Bullying Prevention and Intervention Plan pursuant to Massachusetts General Laws, Chapter 71, Section 37O. The Collaborative's Bullying Prevention and Intervention Plan is attached to this Handbook as Appendix B. The Bullying Prevention and Intervention Plan sets forth certain duties of Collaborative employees pertaining to bullying prevention and intervention. It is the responsibility of all employees to read the Collaborative's Bullying Prevention and Intervention Plan, as revised and updated from time to time, completely and thoroughly and to become familiar with its provisions, especially those pertaining to the duties of Collaborative employees.

CRIMINAL HISTORY CHECKS

In order to ensure a safe teaching and learning environment and pursuant to Massachusetts General Laws, Chapter 71, Section 38R, the Collaborative shall have access to Criminal Offender Records Information ("CORI") and fingerprint-based criminal background information, for the purpose of determining the suitability of current and prospective employees, volunteers, consultants, school transportation providers, subcontractors providing services to Collaborative students, all potential employers of students in internship or cooperative education programs, and others who may have direct and unmonitored contact with students.

Criminal Offender Record Information ("CORI"): The Collaborative shall obtain from the Department of Criminal Justice Information Services ("DCJIS"), the state agency authorized to

provide CORI to certified agencies, all available CORI for all current and prospective employees, volunteers, consultants, school transportation providers, subcontractors providing services to Collaborative students, all potential employers of students in internship or cooperative education programs, and others who may have direct and unmonitored contact with students. Such CORI shall be accessed not less than every three (3) years with respect to such individuals.

Fingerprint-Based Criminal Background Checks: The Collaborative shall obtain a state and national fingerprint-based criminal background check for all current and prospective employees, volunteers, consultants, school transportation providers, subcontractors providing services to Collaborative students, all potential employers of students in internship or cooperative education programs, and others who may have direct and unmonitored contact with students.

All criminal history checks, including access to CORI and fingerprint-based criminal background information shall be conducted solely for the purpose of meeting the Collaborative's obligations under Massachusetts General Laws, Chapter 71, Section 38R and for other lawful purposes, and in conformity with all applicable laws and regulations. Individuals will be notified that a criminal history check will be conducted.

Access to CORI and the results of fingerprint-based criminal background checks within the Collaborative will be limited to those individuals who are authorized to have such access and have a "need to know." Criminal history information may be shared with each member district with which an individual works or to which the individual provides services. Criminal history information is not subject to public records law, and will be kept confidentially in the Human Resources Department, separate from personnel files.

The Collaborative, subject to applicable law and regulations, shall have sole discretion in making determinations concerning the suitability of subjects of criminal history checks. Any individual who refuses to submit to a criminal history check will not be hired, permitted to continue employment, or permitted to provide services to the Collaborative. Refusal to submit to a criminal history check by a current employee will be cause for immediate termination.

If a criminal record is received, the authorized individual will closely compare the record with the subject's identifying information to ensure that the record relates to the subject. If the Collaborative intends to make an adverse decision based on the results of a criminal history check, the subject will be notified, provided with a copy of the criminal history information obtained, informed of the relevant criminal information that is the basis for the adverse decision, given an opportunity to dispute the accuracy of the report, and provided with information concerning the process for correcting a criminal record so that the subject can pursue correction with the relevant authority, such as the DCJIS.

FITNESS FOR DUTY

Overview

The Collaborative is committed to providing a safe working environment and to protecting the health and safety of students, employees, visitors and Collaborative property. This policy provides a mechanism for identifying and intervening in the event the Collaborative has reason to believe that an employee's physical or mental condition could pose a threat of harm to the safety of others and property.

Definitions

- a. **Fitness for Duty** -The physical and mental health condition that permits the employee to perform all essential job duties in an effective manner and protects the health and safety of oneself, others, and property.
- b. **Reliable Report** - Self-disclosure or third-party opinion about an employee's possible lack of fitness for duty that is considered credible, taking into consideration such factors as the relationship of the reporter to the employee, the seriousness of the employee's condition, the possible motivation of the reporter, and how the reporter learned the information.

- c. **Working Hours** - Those hours beginning with the employee's start time and ending with the employee's quitting time, as well as any time an employee is on-call. All work activities during working hours are included whether they occur on or outside Collaborative properties.
- d. **Medical Evaluation** - An examination performed by a Collaborative designated health professional, including but not limited to a health history, physical and/or psychological examination and any medically indicated diagnostic studies. The cost for this evaluation is paid by the Collaborative.
- e. **Medical Certification** - A document from a medically appropriate, licensed provider attesting to an employee's fitness for duty following an extended medical absence.

Employee Responsibility

- Report to work fit for duty
- Notify the principal or supervisor when not fit for duty
- Notify the principal or supervisor when observing a co-worker who may not be fit for duty
- Cooperate with a directive and/or referral for a medical evaluation

Principal/Supervisor Responsibility

- Observe the attendance, performance and behavior of employees they supervise
- Interview an employee who appears to be unfit for duty and refer that employee for a medical evaluation when appropriate
- Record the reasons/observations that triggered the fitness for duty medical evaluation referral
- Utilize this policy in a fair and consistent manner, respecting the employee's privacy and the confidentiality of medical information
- Coordinate with the Human Resources Department to obtain medical certification when employee returns to work after absence for medical reasons longer than five (5) days

Procedures

A triggering event occurs when a principal or supervisor observes or receives a reliable report of an employee's possible lack of fitness for duty. Observations may include, but are not limited to, an employee's self-reports, manual dexterity, coordination, alertness, speech, vision acuity, concentration, response to criticism, interactions with parents, children, co-workers, and supervisors, suicidal or threatening statements, change in personal hygiene, and memory. Procedures following a triggering event include, but are not limited to:

1. Principal or supervisor interviews employee, when possible.
2. Principal or supervisor assesses magnitude of safety risk. Contact the Human Resources Department for assistance.
 - A. No Risk: Keep notes of events.
 - B. Minor Risk: Encourage employee to use Employee Assistance Program or seek medical treatment; document event.
 - C. Significant Risk:
 - i. Place employee on paid leave of absence pending medical evaluation (sick leave or paid administrative leave, depending on the situation).
 - ii. Refer employee for medical evaluation.
 - iii. Arrange for employee's safe transportation home if situation warrants.
 - D. Severe Risk:
 - i. Contact police if necessary.
 - ii. Place employee on paid leave of absence pending medical evaluation (sick leave or paid administrative leave, depending on the situation).
 - iii. Refer employee for medical evaluation.
 - iv. Arrange for employee's safe transportation home.

If, after the medical evaluation, the employee is determined not to be fit for duty, the employee

may be offered a leave of absence if required under state or federal law. Employees who are not fit for duty at the end of a leave of absence will be separated from employment. Employees whose physical or mental condition qualifies as a disability will be offered reasonable accommodations, if possible, if those accommodations will permit the employee to safely perform the essential functions of his/her position without substantial risk of harm to self or others.

VIOLENCE IN THE WORKPLACE

The Collaborative has a zero tolerance policy for workplace violence. The Collaborative is committed to providing an environment free of weapons and dangerous instruments, to minimizing the risk of violence in the workplace, and to responding appropriately should workplace violence occur. The Collaborative will take reasonable steps to protect employees, students, and visitors from potential violence by outsiders when it has advance notice from a reliable source that such violence is a possibility.

The Collaborative prohibits violent acts, harassment, intimidation, threats, assaults, or similar behaviors on Collaborative properties. Where appropriate, the Collaborative will take action related to threats or acts of violence that occur off Collaborative premises. Forms of violence include:

- Physical - shoving, inappropriate touching, hitting, destruction of property, sabotage, stalking or homicide
- Verbal - threats, inappropriate remarks, threats of destruction of personal or Collaborative property
- Visual - threatening or abusive body gestures
- Written – threatening or violent notes, letters, cartoons, graffiti

The Collaborative strictly prohibits the possession of weapons or dangerous instruments in the workplace or on Collaborative premises or at Collaborative sponsored events. The Collaborative reserves the right to inspect all Collaborative premises and items within such premises for weapons and to confiscate such weapons. Such weapons include, without limitation, firearms, including BB guns, whether loaded or unloaded, knives, switchblades, stilettos, batons, nightsticks, any martial arts weapons, and electronic or chemical defense weapons. Dangerous instrument means any instrument, article or substance that, under the circumstances, is capable of causing death or serious physical injury.

Even without an actual threat, employees should report any behavior they have witnessed that they regard as threatening or violent, when that behavior is job related or might be carried out on a Collaborative controlled site, or is connected to Collaborative employment. Employees are responsible for making this report regardless of the relationship between the individual who initiated the threat or threatening behavior and the person(s) who was threatened or was the focus of the threatening behavior. If the employee's principal or supervisor is not available, the employee should report the threat to another supervisor or another member of the management team.

Any person who makes threats, exhibits threatening behavior, or engages in violent acts on Collaborative property will immediately be removed from the premises and will not be allowed on Collaborative premises pending the outcome of an investigation. In the event that an investigation shows that this policy has been violated, the Collaborative will take appropriate action, which may include, but is not limited to, suspension and/or termination of any business relationship, reassignment of job duties, suspension or termination of employment, and/or criminal prosecution of the person(s) involved.

If it has been determined that an employee/individual should not be allowed in a work area, and he/she refuses to leave, local law enforcement will be contacted to escort the employee/individual off the property.

If the Collaborative becomes aware of acts or threats of violence occurring off Collaborative

premises in violation of this policy, the Collaborative will conduct an investigation and initiate an appropriate response. Where an employee has reportedly engaged in such behavior off Collaborative premises, the Collaborative may choose to suspend the employee pending an investigation into the circumstances of the alleged behavior. If, in the sole judgment of the Collaborative, it is determined that the employee's conduct violated any terms of this policy, that employee may be subject to corrective action, up to and including termination.

In connection with the Collaborative's adult service programs, and in accordance with 101 CMR 19.04, the Collaborative maintains a Workplace Violence Prevention and Crisis Response Plan, which is attached to this handbook as Appendix C.

Domestic Violence - Employees who have obtained a restraining order against another person are encouraged to notify their principal or supervisor and/or the Human Resources Department so that the Collaborative may take whatever steps are necessary to avoid the possibility of injury to the employee on Collaborative premises. The Collaborative will make every effort to keep this information confidential to the extent possible under the circumstances. Please also see the Collaborative's Domestic Violence Leave Policy for additional information concerning domestic violence.

DRUG-FREE / ALCOHOL-FREE WORKPLACE

The Collaborative is committed to providing a drug-free and alcohol-free work and educational environment, and to complying with all applicable laws pertaining to maintaining a drug and alcohol free work and educational environment. Employees are required to report to work in an appropriate mental and physical condition.

Employees are strictly prohibited from reporting to work or any Collaborative sponsored event under the influence of alcohol or drugs. Further, the manufacture, distribution, dispensation, possession, or use of drugs or alcohol, on Collaborative premises or at a Collaborative sponsored event is strictly prohibited. Some of the drugs which are covered under this policy include, among others, marijuana, heroin, hashish, cocaine, hallucinogens and/or medication not prescribed for current personal treatment by a licensed physician.

Any employee who is convicted of any violation of the Massachusetts criminal laws regarding illegal drugs shall report such conviction in writing to the Executive Director within five (5) days of the conviction.

With respect to medications properly prescribed by a licensed physician, employees are expected to follow any directions of their health care provider concerning such prescription medications, and must immediately notify their principal or supervisor if any prescription drug is likely to have an impact on their fitness for duty or job performance.

The Collaborative supports employees who are willing to seek treatment for problems related to alcohol or substance abuse prior to a disciplinary incident and, to this end, eligible employees may request assistance through wellness programs offered through the Commonwealth Group Insurance Commission (the "GIC"). Employees who voluntarily disclose their substance abuse issues prior to corrective action may be permitted to take an unpaid leave of absence for the purposes of entering into rehabilitation. Where required by law, the employee's job will be protected during this leave of absence. Where an unpaid, job-protected leave of absence is not required by law, the Collaborative may grant the employee a leave of absence, with or without job-protection upon completion of the rehabilitation program.

NO SMOKING OR TOBACCO

Use of any tobacco products within the Collaborative or member district school buildings, school facilities, or on Collaborative property, school grounds or school buses by any individual including school personnel and students is prohibited at all times. An employee determined to be in violation of this policy shall be subject to corrective action up to and including termination.

Staff requiring assistance breaking a smoking or tobacco habit may be eligible for assistance through wellness programs offered through the GIC.

In accordance with Massachusetts General Laws, Chapter 71, Section 2A, it is unlawful for any student enrolled in a public primary or secondary school in the Commonwealth to use tobacco products of any kind on school grounds.

REPORTING ARRESTS

If an employee is arrested, the incident must be reported by the employee on the next working day to his or her principal or supervisor, who must notify the Executive Director. The Executive Director may authorize the employee's immediate suspension until such time as an investigation discloses that the charge is not prejudicial to the best interest of the Collaborative.

CORRECTIVE ACTION GUIDELINES

All corrective action will be determined on a case-by-case basis. The corrective action imposed will depend upon, but not be limited to, the seriousness of the misconduct and its impact on the Collaborative and its member and participating districts.

It is the Collaborative's general policy to correct employee misconduct before it rises to the level requiring termination. Accordingly, the Collaborative generally uses the following five-step, progressive corrective action process. Those steps consist of: (1) Verbal Warning, (2) Letter of Concern, (3) Written Reprimand, (4) Suspension without Pay, (5) Termination of Employment.

The Collaborative reserves the right to skip or omit steps as deemed reasonable and appropriate based on the severity and frequency of the infraction under consideration, including opting for termination without prior corrective action where appropriate. Accordingly, the Collaborative may terminate any employment immediately for Cause.

The following is a list of conduct that constitutes Cause for corrective action, up to and including immediate termination. Because it is impractical to attempt to list all rules and standards that apply to or affect the work of the Collaborative, the work environment, or Collaborative employees, this list is not meant to be exhaustive or to limit the nature of violations that could result in corrective action, but rather is illustrative of conduct that is prohibited.

- Conduct that is unprofessional, inappropriate, or interferes with Collaborative needs or normal operations;
- Inappropriate or unauthorized removal, possession, or use of Collaborative information, property, or documents;
- The possession, use, or sale of alcohol, illegal drugs, or the misuse of legal drugs while on Collaborative premises or while conducting Collaborative business, or while operating Collaborative vehicles or equipment, or reporting to or remaining at work under the influence of alcohol or drugs;
- Fighting, assault, disruptive activity, or threatening violence that impacts the workplace;
- Willfully or grossly neglecting the performance of the duties, responsibilities and obligations owed to the Collaborative;
- Willfully or repeatedly failing to perform the duties and responsibilities of the job to the satisfaction of the Collaborative (other than as a result of incapacity due to physical or mental illness);
- Grossly negligent, intentional, or improper conduct leading to actual or potential damage to Collaborative property;

- Possession of dangerous or unauthorized materials in the workplace, such as explosives, firearms, or other dangerous weapons or materials;
- Disclosure of confidential client or student information to an unauthorized person or entity;
- Conduct unbecoming of the acceptable standards of the profession;
- Acts of sabotage, including deliberate interference with or hindering Collaborative operations;
- Making or publishing false or malicious statements concerning the Collaborative, its employees, students, clients, or any other individual or organization associated with the Collaborative;
- Failure to observe and abide by Collaborative policies, rules, and practices, including safety practices and rules;
- Willful or repeated failure to observe the Collaborative's dress code;
- Unauthorized distribution of literature or posting notices, writings, or signs of any form;
- Discussing or disclosing confidential Collaborative matters or information with unauthorized individuals or in public areas where conversations can be overheard;
- Engaging in activities that could be considered detrimental or a discredit to Collaborative, or failing to report knowledge of such activities;
- Supplying false or misleading information or omitting material information when applying for employment or at any time during the course of employment;
- Unauthorized use or misuse of Collaborative property or equipment, including telephones and computers, or other information technology;
- Violation of an anti-harassment or anti-discrimination policy;
- Threatening, bullying, or intimidating conduct directed at management, supervisors, fellow employees, clients, students, or visitors;
- Excessive tardiness or absenteeism and failing to report any anticipated absence or lateness to a principal or supervisor;
- Insubordination or the refusal by an employee to follow a principal's or supervisor's instructions concerning a job-related matter;
- Committing an incident of serious workplace conduct or repeatedly violating any Collaborative policy or practice;
- Disrespectful conduct while performing Collaborative duties, using vulgarity or profanity, or failing to show proper respect or courtesy to any student, client, visitor, or employee;
- Abusing sick leave privileges;
- Engaging in misconduct harmful to the Collaborative, including an intentional act of fraud, embezzlement, theft or any other material violation of law that occurs during or in the course of employment with the Collaborative;
- Worker's Compensation fraud;
- Theft, destruction or misuse of Collaborative property or the property of another employee;

- Conviction of, or plea of guilty or *nolo contendere* to, a crime involving moral turpitude, dishonesty, fraud, or any felony of any nature whatsoever (this section shall not include a *first* time conviction of a DUI, OUI, or DWI provided, however, that such conviction does not result in incarceration or as not otherwise provided within this Handbook);
- Falsifying or altering any Collaborative record, report, or data, such as an application for employment, a time record, an expense record, receipt, or invoice;
- Incompatibility or the inability to function in concert with other employees, rising to the level of disrupting the working environment;
- Failure to obtain or maintain any registration, license or other authorization or approval required to maintain or that the Collaborative reasonably believes is required in order to perform duties; and
- Any other conduct that is detrimental to the operation of the Collaborative or which shows disregard for the interests of Collaborative, its clients, or its employees.

The Collaborative provides a communication channel for all complaints and grievances as follows:

1. Employees may appeal a decision by his or her principal or supervisor or other administrator to the Executive Director.
2. Employees may appeal a decision by the Executive Director to the Board of Directors.
3. All hearings and complaints before the Board of Directors are conducted in the presence of the administrator who made the decision that is the subject of the grievance.

Complaint Resolution Procedure

Misunderstandings or conflicts can arise in any organization. The Collaborative encourages employees to develop effective means of resolving differences that may arise among employees and between employees and administrators; reduce potential areas of grievances; and establish and maintain recognized channels of communication between employees, administration, and the Board of Directors. It is the Collaborative's desire that grievance procedures provide for prompt and equitable resolution of differences at the lowest possible administrative level, and that each employee be assured the opportunity for an orderly presentation and review of complaints and concerns.

Most situations resolve themselves naturally; however, should a situation persist that you believe is detrimental to you or to the Collaborative, you should follow the procedure described here:

Step One: Discuss the issue with your principal or supervisor. If you don't reasonably believe a discussion with your principal or supervisor is appropriate, you may proceed directly with Step Two.

Step Two: Request a meeting with the Human Resources Department, which will consider the facts, conduct an investigation, and review the matter with the Executive Director. You will normally receive a response regarding your concern within ten (10) working days of meeting with the Human Resources Department.

Step Three: If you are not satisfied with the results of Step Two and wish to pursue the complaint further, you may prepare a written summary of your concerns and request that the matter be reviewed by the Executive Director. The Executive Director, after a full examination of the facts (which may include a review of the written summary of your statement, discussions with all individuals concerned, and a further investigation if necessary), will normally render a decision within fifteen (15) working days.

Step Four: If you are not satisfied with the results of Step Two and Step Three, you may

pursue the complaint further by preparing a written summary of concerns and submitting it within ten (10) days from the Executive Director's decision to: Collaborative Board of Directors, 40 Linnell Circle, Billerica, MA 01821. The summary will be presented to the Board of Directors at their next scheduled meeting. You may attend the meeting to appeal your case. The meeting will be held consistent with the Massachusetts Open Meeting Law. Decisions by the Board of Directors are final.

REHIRE POLICY

The purpose of this policy is to outline rehire eligibility of former employees who leave the Collaborative voluntarily and in good standing. The Collaborative believes that hiring qualified individuals to fill positions contributes to the overall strategic success of the services provided to the member and participating districts, students, adults, parents and guardians.

Rehire means employing an individual who has left the Collaborative voluntarily and in good standing. The individual may be rehired in the same previously held position or in a different position that best meets the needs of the Collaborative and its member and participating districts.

- All individuals rehired after voluntary resignation are considered new hires.
- The new appointment will commence on the first day the employee returns to work.
- The salary will be determined at time of rehire and placed at the appropriate salary schedule and step as appropriate for a new hire and is subject to the Board of Directors' limitations for annual increases.
- Benefits, including benefits through the GIC will be restored as soon as is practicable based on the rehire date.
- Vacation time (if applicable) and accrued time will be the same as a new employee. The balance available on the termination date will not be restored and no time is accrued for the period of absence.

A rehired employee, who voluntarily terminates less than two (2) years after the date of rehire, is not eligible for rehire in most circumstances. Subsequent employment of this individual will require approval of the Board of Directors.

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GENERAL POLICIES

PERSONAL CONDUCT

The Collaborative's reputation in the member districts, participating school systems and communities it serves will be determined by the services it provides, and by the employees who represent it. The Collaborative continues to be proud of those who work for the Collaborative, and the Board of Directors intends for Collaborative employees to be proud of the positions of trust they hold. The Collaborative is especially proud of the confidence and trust placed in it by parents, educators and administrators who expect the Collaborative to provide quality programs and educational instruction to its students. The Collaborative must continue to respect that confidence and trust each and every day.

The Board of Directors and the Collaborative expect the behavior of its employees to be above reproach and to maintain the highest degree of integrity and honesty at all times.

It is your responsibility, as an employee of the Collaborative, to conduct yourself in a manner that contributes to a workplace environment that will be free of behavior that may be discriminatory, advance the mission and goals of the Collaborative, and foster a harmonious working environment that encourages employees to perform at their best.

The Collaborative recognizes that unprofessional and unacceptable personal conduct affecting the workplace contributes to low employee morale, absenteeism, turnover and loss of productivity.

Every employee of the Collaborative is expected to conduct himself or herself in a professional and respectful manner in the workplace. Conduct that brings discredit to the Collaborative, interferes with operation, or is offensive to students, parents, or fellow employees will not be tolerated and may subject the employee to corrective action up to and including termination.

Employees must be familiar with their ethical obligations as public employees and, in certain circumstances, as professionals, and to adhere to them in their relationships with students, parents, fellow employees, and officials of the member districts.

Collaborative employees are expected to follow the policies and procedures of the school in which they work. All employees should introduce themselves to the building principal on their first day in the building and request from the principal information on any special school rules and regulations. Collaborative employees must inform the building principal of any special considerations regarding the Collaborative class or individual students.

WORK OUTSIDE THE COLLABORATIVE

No employee of the Collaborative will engage in or have a financial interest in, directly or indirectly, any activity that conflicts or raises a reasonable question of conflict with the duties and responsibilities of the Collaborative. Nor will any employee engage in any type of private business during work time or on Collaborative property.

Employees considering employment or a consulting opportunity that is "in addition to" their regular job with the Collaborative must certify to the Executive Director, if requested, that such work will not interfere with the efficient performance of the employee's duties; constitute a conflict of interest with the employee's duties; be in competition with the work of the Collaborative; involve disclosure of information or materials developed as an employee of the Collaborative; occur during the employee's regular working hours; conflict with the goals and mission of the Collaborative; or involve confidential information related to the Collaborative.

POLITICAL ACTIVITIES

Employees are prohibited from engaging in political activity and from seeking support or contributions for political parties or candidates from employees, students or family members during regular working hours or at Collaborative sponsored events. No employee is authorized to use his/her professional association with the Collaborative for the purpose of affecting an election or nomination for office of any candidate for public office. Failure to abide by this policy will be grounds for corrective action up to and including termination.

ETHICS / CONFLICT OF INTEREST

The State Ethics Commission requires Collaborative employees to abide by the Conflict of Interest Law. The State Ethics Commission is an independent, non-partisan state agency which provides advice and education on the requirements of the Conflict of Interest Law (Massachusetts General Laws, Chapter 268A), and the Financial Disclosure Law (Massachusetts General Laws, Chapter 268B), and civilly enforces these laws.

The Massachusetts State Ethics Commission

One Ashburton Place, Room 619
Boston, MA 02108
Phone (617) 371-9500
Fax (617) 723-5851
www.mass.gov/ethics

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 employees may do on the job, after hours, and after leaving public service. The following is a brief list of actions prohibited by the law. Detailed explanations can be located in the Summary of the Conflict of Interest Law for Municipal Employees, which has been provided to you.

On The Job Restrictions

- **Bribes** - A bribe is anything of value corruptly received by a public employee in exchange for the employee being influenced in his/her official actions. Giving, offering, receiving, or asking for a bribe is illegal.
- **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. Public employees may not accept gifts and gratuities valued at \$50 or more given to influence their official actions or because of their official position.
- **Misuse of Position** - Using your official position to get something you are not entitled to, or get someone something they are not entitled to, is prohibited. Causing someone else to do things is also prohibited.
- **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.
- **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.
- **Appearance of Conflict** - Acting in a manner that would make a reasonable person think you can be improperly influenced is prohibited. A public employee should consider whether their relationships and affiliations could prevent him/her from acting fairly and objectively when he/she performs their duties for the Collaborative.
- **Confidential Information** - Improperly disclosing or personally using confidential information obtained through your job is prohibited.

After-Hours Restrictions

- **Second Job** - Taking a second paid job that conflicts with the duties of your public duties is prohibited.
- **Divided Loyalties** - Receiving pay from anyone other than the Collaborative on a matter involving the Collaborative is prohibited. Acting as agent or attorney for anyone other than the Collaborative in a matter involving the Collaborative is also prohibited whether or not you are paid.
- **Inside Track** - Being paid by the Collaborative, directly or indirectly, under some second arrangement in addition to your job is prohibited, unless an exemption applies.

After You Leave Public Employment

- **Forever Ban** - After you leave your Collaborative position, you may never work for anyone other than the Collaborative on a matter that you worked on as a Collaborative employee. 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 public employer. This restriction does not prohibit former public employees from using the expertise acquired in government service in their subsequent private activities.
- **One Year Cooling Off Period** - For one (1) year after you leave your Collaborative job you may not participate in any matter over which you had official responsibility during your last two (2) years of public service.

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/she gained by the violation, and to make restitution to injured third parties. Violations of the conflict of interest law can also be prosecuted criminally. Violations of the conflict of interest law may result in corrective action up to and including termination.

The Collaborative is obligated to provide the summary of the law, as posted on the Commission website, to every employee "within thirty (30) days of becoming an employee, and on an annual basis thereafter...." Each employee is required to sign a written acknowledgement that he/she has been provided with such a summary, and such written acknowledgement must be filed with the Human Resources Department.

Also, every Collaborative employee "shall, within thirty (30) days after becoming an employee, and every two (2) years thereafter, complete the online training program. Upon completion of the online training program, the employee shall provide notice of such completion to be retained for six (6) years" by the Human Resources Department. Online training is mandated by state law and can be completed at www.mass.gov/ethics.

RECEIPT OF GIFTS

Employees are prohibited from accepting any gifts or favors of monetary value (\$50 or more) from students, users of Collaborative services family members, employees, suppliers of services of the Collaborative, or from anyone whose interests may be served by the employee's performance or non-performance of his/her duties. Acceptance of nominal gifts in keeping with special occasions, such as Christmas, marriage, retirement, or illness, is permitted.

SOLICITATION AND DISTRIBUTION

The Collaborative wishes to provide a stable, calm environment to enhance the professional environment in which it serve its students. To ensure that there is no interference with this responsibility, to enhance a professional environment and to keep Collaborative's facilities as

clean, safe and litter free as possible, you must adhere to the following policy:

Non-Employees

- Persons who are not employed by the Collaborative are not permitted to distribute or post any material or solicit employees for any purpose whatsoever on the Collaborative's grounds, or inside the Collaborative's premises at any time.

Employees

- Each employee's work deserves his/her full attention during scheduled working time. Therefore, no employee shall engage in the solicitation of another employee for any purpose, or in the distribution of any literature to another employee, if either employee is expected to be working at the time.
- No employee shall engage in the distribution of literature in any work area.
- When on free time or break time, employees may solicit as long as they do not solicit employees who are working. Free time such as break time or lunch time is not considered working time.
- No employee may engage in the solicitation of any non-employee for any purpose, or the distribution of any literature to any non-employee at any time on the Collaborative's grounds, or inside Collaborative's premises at any time.

Off-Duty Employees

- When off-duty, you must leave the work building after your scheduled work period ends.

Bulletin Board Postings

- No employee may post any notice or other literature in the workplace, including bulletin boards, without prior approval.

The Human Resources Department must be notified immediately in the event that any employee observes any unauthorized persons on the Collaborative's grounds, or inside the Collaborative's premises and/or the unauthorized distribution of any form of literature.

Violations of this policy will result in corrective action up to and including termination.

WHISTLEBLOWER POLICY

The Collaborative is committed to operating in a legal and ethical manner. All Collaborative employees and administrators are expected to practice honesty and integrity in fulfilling their responsibilities and to comply with all applicable ethical obligations, laws and regulations.

This policy is intended to encourage and enable employees to report concerns about unethical, illegal, or dishonest activity or other misconduct involving the Collaborative's operations and affairs. Such activity may include but is not limited to:

1. fraud or deliberate misrepresentation in the preparation, review or audit of the Collaborative's financial statements;
2. fraud or deliberate misrepresentation in the recording and maintaining of financial records of the Collaborative;
3. deficiencies in or noncompliance with the Collaborative's internal accounting controls;
4. misrepresentation or false statement regarding a matter contained in the Collaborative's financial records, financial reports, or audit reports;
5. theft or misuse of the Collaborative funds or other assets;
6. conduct that violates the policies contained in this Handbook; and
7. any other illegal or improper conduct.

Any employee who, in good faith, reports a concern will not be subject to adverse employment consequences or retaliation. Any employee with knowledge or concern about any activity

described above is encouraged to report such concerns to their principal or supervisor, the Human Resources Department, or the Executive Director. Such reports may be made either verbally or in writing. In order to permit a thorough and complete investigation of the activity at issue, such reports must contain as much specific information as possible as to the time, date, and nature of the reported activity, but need not be signed by the employee.

Reports of concerns shall be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation. All reports will be promptly investigated by, or under the direction of, the Executive Director, and appropriate corrective action will be taken, if warranted by the investigation. The Collaborative has the authority to retain outside legal counsel, accountants, private investigators, or any other resource deemed necessary to conduct a full and complete investigation of the allegations.

Anyone reporting a concern must act in good faith and have reasonable grounds for suspicion of the activity at issue. Reports or allegations that prove to have been made maliciously, recklessly, or with the knowledge that the report or allegations are false will be viewed as a serious disciplinary offense and may result in corrective action, up to and including termination. Disclosure of reports of concerns to individuals not involved in the investigation will also be viewed as an offense subject to corrective action.

ANTI-THEFT

Stealing or attempting to steal from the Collaborative or from other employees will not be tolerated. Materials may not be removed from school premises without approval. The Collaborative reserves the right to define "materials" in specific instances but, generally, if it doesn't belong to you, leave it on the premises.

This policy extends beyond "materials." Falsifying timesheets is also considered theft. Stealing is grounds for immediate termination and may cause the Collaborative to bring criminal charges.

PERSONNEL FILE

Employee files are maintained by the Human Resources Department and are considered confidential. Principals and supervisors other than the Human Resources Department may only have access to personnel file information on a need-to-know basis. A principal or supervisor considering the hire of a former employee or transfer of a current employee may be granted limited access to that file to view performance reviews, warnings, trainings and resumes. Personnel files may not be taken outside of the department.

To keep necessary records up to date, it is MANDATORY that employees notify the Human Resources Department of any changes in:

- Name
- Address and/or Telephone Number
- Family Status (marriage, divorce)
- W-4 Deductions
- Beneficiary Update
- E-mail Address
- Emergency Contact Information
- Benefit election based on an event-change in marital status, birth or adoption of a child, etc.
- Licensure, certification or degree changes

Employees having changes to any of the above information must contact the Human Resources Department to obtain a change form. The updated form must be returned within ten (10) days of the change to ensure proper notification to all departments.

Personnel files are the property of the Collaborative. You may review your personnel file or obtain copies of your file within five (5) business days of a written request.

If you do not agree with any of the information in your personnel file, you may submit a written statement explaining your position, which will be included in the file. It is the Collaborative's policy not to release any information about you, other than the dates of employment and job title, to external sources without your prior written consent, except where such release is authorized or required by law.

CONFIDENTIALITY AND PRIVACY

The Collaborative complies with Regulation 210 CMR 17.00 Standards for the Protection of Personal Information of Residents of the Commonwealth of Massachusetts (Massachusetts General Laws, Chapter 93H). In this regard, the Collaborative will meet or exceed the standards to be met in the safeguarding of personal information contained in both paper and electronic records to (i) ensure the security and confidentiality of such information; (ii) protect against anticipated threats or hazards to the security and integrity of such information; and (iii) protect against unauthorized access to or use of such information in a manner that creates a substantial risk of identity theft or fraud.

Any information pertaining to employees, to the operation of the Collaborative, to students and others served by the Collaborative, which is received or learned by an employee in the course of employment, must be maintained private and confidential. Further, employees must adhere to all state and federal laws and regulations regarding the confidentiality of student and employee records or information.

Employment records will be contained in a locked file cabinet, and accessed only under the direct supervision or direction of the Executive Director or her designee. Employment records are not allowed to be removed from the Collaborative offices. This policy does not preclude principals or supervisors, if asked, from giving personal references for employees.

Electronic records for payroll may be accessed through authorized digital access by the Business Manager and the Payroll clerk. In the absence of the Payroll clerk, the Business Manager may designate another employee access to electronic records for the purpose of payroll only.

Any Collaborative employee in violation of this policy is subject to corrective action up to and including termination.

STUDENT RECORDS

The Collaborative recognizes that official student records are maintained by the member, participating, or sending districts and school systems responsible for the student's placement in the Collaborative. All requests for records should be sent to the member/participating/sending districts. To the extent the Collaborative maintains student records, employees must adhere to all of the requirements of the student records regulation, 603 CMR 23.00.

PUBLIC STATEMENTS/EXTERNAL COMMUNICATIONS

The Executive Director, unless otherwise delegated, has the sole responsibility for handling statements to the public, including, without limitation, to the media and speaking with the press concerning issues pertaining to the Collaborative. All appearances by an employee as a representative of the Collaborative or professing to speak on behalf of the Collaborative must be authorized by the Executive Director. All communications, press releases or speeches that propose to represent a position of the Collaborative on issues or policies must be approved by the Executive Director. Communications subject to this policy include, without limitation, face-to-face meetings, phone conversations, written statements, e-mail, social media, etc. This policy is not intended to preclude employees from expressing their views as individuals on matters of interest to them. It is only intended to assure that only persons authorized to do so are representing the Collaborative in the public view.

INTERNET USE

Internet use is a privilege, which is provided to employees and students to conduct research and support educational endeavors. Communications over the network are often public in nature; therefore, general rules and standards for professional behavior and communications will apply. Employees may not use the network, electronic mail, and telecommunications to share confidential information about students or other employees. The Executive Director or his/her designee must approve publication of web pages on either the Collaborative or a member district network prior to publication.

Collaborative administrators and those responsible for managing the local area network may review files and communications to maintain system integrity and to ensure that employees are using the system responsibly. Staff should not expect files stored on district servers to be private. The use of a password to access Collaborative computers does not guarantee a right to privacy of any information stored on, sent from or received by that computer.

The following behaviors are not permitted on Collaborative or district networks:

- Unauthorized sharing of confidential information about students or employees.
- Sending or displaying offensive messages or pictures; accessing, transmitting, displaying, or using obscene language and material.
- Participating in partisan politics.
- Participating in any communications that facilitate gambling, the illegal sale or use of drugs or alcohol, criminal gang activity or any other violation of the law. This includes threatening, intimidating or harassing any other person or engaging in "spamming" ("spamming" means sending annoying or unnecessary messages to large numbers of people.)
- Engaging in any form of discrimination, including sexual harassment or harassment based on any protected classification.
- Engaging in practices that threaten the integrity of the network (i.e., loading files that may include viruses.)
- Violating copyright laws.
- Using others' passwords without express authorization.
- Trespassing in others' folders, documents or files.
- Intentionally wasting resources.
- Employing the network for commercial purposes or financial gain.
- Violating regulations prescribed by the network provider.

All information transmitted by, received from, or stored in Collaborative systems are the property of the Collaborative. Therefore, no expectation of privacy in connection with the use of these systems or with the transmission, receipt, or storage of information on these systems should be expected. The use of a personal password does not give the employee a right of privacy in the information on the system.

The Collaborative may monitor the use of these systems at any time at its discretion. Such monitoring may include printing and reading all e-mail entering, leaving, or stored in Collaborative systems. Network administrators or their designee will report all inappropriate behavior to the employee's principal or supervisor and/or administrator who will take appropriate corrective action. Any other reports of inappropriate behavior, violations, or complaints will be routed to the employee's principal or supervisor for appropriate action. Violations may result in a loss of access and/or corrective action up to and including termination and action as deemed appropriate consistent with the local, state, and federal law. When applicable, law enforcement agencies may become involved. (Children's Internet Protection Act - April 20, 2001).

SOCIAL MEDIA

This policy is adopted in addition to, and not as a substitute for, the internet use policy contained in this Handbook.

The Collaborative recognizes that the use of social media can support its educational goals. The Collaborative also understands that social media can be a fun and rewarding way for employees to share their life and opinions with family, friends, and co-workers. However, the use of social media also presents certain risks to the Collaborative, its students, its employees, and its operations. Thus, it is important for employees to use social media responsibly and safely.

The purpose of this policy is to provide guidelines for the responsible use of social media for employees. For the purpose of this policy, "social media" means any online, electronic, or Internet medium, tool, community, or space for social or professional interaction, networking, sharing user generated content, or public or semi-public communication. Social media can take many different forms, including Internet forums, blogs & microblogs, online profiles, wikis, podcasts, pictures and video, email, text, instant messaging, music-sharing, and chat, to name just a few. Examples of social media include but are not limited to the following: LinkedIn, Facebook, MySpace, Wikipedia, YouTube, Twitter, Skype, Vine, Snapchat, dating websites, and blogs. Given the rapid pace of technological change, it is not possible to identify all types of social media. As such, all online, electronic or computerized means of communication are subject to this policy.

It is essential that social media tools are used appropriately and safely. Employees must exercise common sense and conduct themselves in ways that do not distract from or disrupt the educational process or Collaborative operations. To this end, the following rules apply to employee use of social media.

- 1) Employees are prohibited from engaging in improper fraternization with students using email and social media sites, or via cell phone, texting or the telephone.
 - a. Employees are prohibited from connecting with current Collaborative students or the families of students via personal social media and shall not respond to social media invitations from students unless approved by their principal or supervisor. There may be situations in which a Collaborative employee may have an existing relationship to a student or the family of a student independent of the Collaborative, in which case they may have an existing social media relationship with such individual(s). In such situation, the employee must receive approval from the employee's principal or supervisor to establish or maintain such social media relationship.
 - b. All electronic communication and contact with students relating to education or Collaborative operations should be through the Collaborative's official computer, email, and telephone system. Such communication by personal mobile phone, text message, personal email, or personal social media is prohibited, except in emergency situations. Employees are strictly prohibited from giving out their private cell phone, home phone numbers, or personal email to students or their families, unless approved by the Executive Director.
- 2) Employees should be mindful that the things they say or do on social media are publically available and searchable and may be forever accessible. Employees are free to express their point of view on social media but are responsible for what they post and, thus, should use good judgment and common sense. Generally, comments, expressions, and other postings on social media must be honest and respectful of others, and respect confidential, personal, and proprietary information.
- 3) Employees may not post or publish anything on social media in the name of the Collaborative or in a manner that could reasonably be attributed to the Collaborative without prior authorization from the Executive Director. Similarly, employees may not

post or publish anything on social media as a representation of any opinion or view of Collaborative or any individual on behalf of the Collaborative without prior authorization from the Executive Director. If the business of the Collaborative is the subject of content being published or posted, employees should be clear and open about the fact that they are an employee and that the opinions or views expressed are not those of the Collaborative. Below are examples of postings on social media that violate this and other Collaborative policies if unauthorized.

- 4) Recognizing that the actions of employees reflect on the Collaborative, even with respect to personal communications on social media not discussing or relating to the Collaborative, employees are expected to maintain appropriate content and tone in their use of social media. Employees must use professional judgment in all use of social media to avoid circumstances that could be considered inappropriate or contrary to the mission and objectives of the Collaborative.
- 5) The Collaborative may maintain official social media sites, such as a Collaborative Facebook page. Only authorized employees whose position entails using social media on behalf of the Collaborative may post or publish comments or materials to the Collaborative's official social media sites on behalf of the Collaborative. Employees whose positions entail such use of social media may only post or publish content that has been authorized by the Executive Director.
- 6) Employees may not use social media for personal use during work hours in a manner that distracts from or interferes with their job duties or the operation of the Collaborative. This policy is not meant to restrict employees from using social media while on break or otherwise off the clock.
- 7) Employees must respect the privacy and dignity of students and employees. Without exception, employees are prohibited from posting or publishing on social media information pertaining to students, including, without limitation, student names, pictures of students or employees, or references to particular students, even if not by name.. Employees must always adhere to individual student privacy and the rights of employees to have their personal information kept confidential.
- 8) Employees may not use social media to threaten, harass, bully, discriminate, insult, or defame co-workers or students or to make any threats of violence. Threats of violence, even if made in jest, will be taken very seriously. Employees may not disparage the Collaborative on social media by maliciously or knowingly posting or publishing false information regarding the Collaborative. Below are examples of postings on social media that violate this and other Collaborative policies. These are just examples, and in no way are meant to be exhaustive.
 - Posting "I could kill by boss."
 - Posting "My co-worker is an idiot."
 - Posting jokes about a bomb threat.
 - Derogatory comments based on color, national origin, sex, religion, disability, genetic information, sexual orientation, or gender identity.
 - Sexual jokes or references concerning co-workers or passengers.
 - Posting a rear view picture of a co-worker bending over.
 - Comments intended to harm a co-worker's or passenger's reputation.
 - Comments statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating.
 - Comments that disparage students or their families.
- 9) Employees must respect the intellectual property rights of the Collaborative and may not use the Collaborative's trademarks, logos, or copyrighted materials on social media for

commercial purposes.

- 10) Employees may not request, pressure, or require co-workers to share passwords to social media. Employees may not pressure or require co-workers to engage in an unwanted “friendship” online or otherwise establish an online or social media relationship.
- 11) Because violations of this policy have the potential to undermine the safe and effective operation of the Collaborative, employees are encouraged to report violations of this policy to the Human Resources Department. The Collaborative prohibits any form of retaliation against an employee who has made a good faith report of a potential violation of this policy or for cooperating in an investigation. Any employee who engages in such retaliation against a co-worker will be subject to corrective action, up to and including termination.

The Collaborative will ensure that employees adhere to this policy and will investigate allegations that employees have violated this policy or have posted inappropriate materials on-line. Violations of this policy will constitute cause for corrective action, up to and including termination.

PERSONAL ELECTRONIC DEVICES

Personal electronic devices, such as mobile phones, iPods, and tablets should be turned off or set to silence mode during instructional classroom time, including assemblies, or any other activities that take place during the work day.

DRESS CODE

Appropriate and professional attire is expected of all employees at all times. Employees must remain mindful of the impression their appearance may have on those around them and in particular, students. Examples of inappropriate attire include, without limitation, T-shirts, hats, short skirts or shorts, inappropriately revealing clothing, clothing with the potential to offend others (graphics, offensive language), and potentially unsafe jewelry or accessories. This list is in no way exhaustive and is only meant to be illustrative. The Collaborative will, in its sole discretion, deem what constitutes appropriate or inappropriate clothing or attire for the workplace.

TRANSPORTATION OF STUDENTS / USE OF COLLABORATIVE VEHICLES

Vehicle Operators

Collaborative employees whose duties include transporting students must:

- (a) be twenty-one (21) years of age or older;
- (b) obtain and maintain throughout the course of their employment, for so long as their duties include transporting students, all necessary licenses from the Massachusetts Registry of Motor Vehicles, including a 7-D license;
- (c) obtain and maintain throughout the course of their employment, for so long as their duties include transporting students, certificates in CPR, first Aid, and other relevant life saving techniques;
- (d) be properly trained to operate each of the vehicles that such operators will be required to operate in the course of their employment;
- (e) obey all Collaborative instructions, requirements and procedures concerning the operation and maintenance of vehicles, any applicable manual that the Collaborative may adopt from time to time and the respective manufacturers’ manuals for the Collaborative’s vehicles;

- (f) undergo training in bullying prevention and intervention as required by the Collaborative; and
- (g) satisfy background checks conducted by the Collaborative as a condition of their employment.

Collaborative employees whose duties include transporting students must do so only in Collaborative owned vehicles. The only exception is where, in an emergency situation, an employee is directed by a principal, supervisor, or the Executive Director to transport a student in their own vehicle.

Using Collaborative Vehicles

Any employee operating a Collaborative vehicle must have a valid Massachusetts license and current 7-D license on file with the Human Resources Department. The only exception is when authorized by a principal, supervisor, or the Executive Director to operate a Collaborative vehicle in an emergency situation. Collaborative vehicles may only be used for Collaborative operations and purposes. Employees are strictly prohibited from using Collaborative vehicles for personal use, and from transporting unauthorized passengers in Collaborative vehicles.

Collaborative vehicles must be operated and used in strict compliance with all applicable federal, state and local laws and regulations, including, but not limited to, those laws and regulations applicable to the transport of minors, and minors with special needs. Employees will be required to pay all fines for tickets or citations for infractions (i.e. speeding or other moving violations, or parking tickets) incurred while using a Collaborative vehicle.

If an employee is involved in an automobile accident in a Collaborative vehicle, the employee should immediately call the police, and her/his principal or supervisor, and the employee should remain with the vehicle at the scene of the accident and wait for the police to arrive.

Employees who drive Collaborative vehicles or who regularly transport students must report any kind of moving vehicle violation issued to them, whether at work or during off hours, to their principal or supervisor immediately following the violation.

Failure to abide by this policy is cause for corrective action, up to and including termination.

WORKERS' COMPENSATION AND SAFETY PROGRAM

The provisions of the Massachusetts Workers' Compensation Act cover all Collaborative personnel and premiums are paid by the Collaborative. It is the intent of the Collaborative and its workers compensation insurance carrier to establish and maintain a safety program conforming to the best practices in the industry. To be successful, Collaborative programs must embody the proper attitudes towards injury and illness prevention on the part of management and employees. It also requires cooperation in all safety matters, not only between management and employees, but also between each employee and his/her fellow employees. Only through such a cooperative effort can a safety program in the best interest of all be established and preserved. Employees are expected to comply with all safety and health requirements whether established by management or by federal, state or local law. Employees should report to principals or supervisors any unsafe working conditions or defective equipment in order to maintain a safe working environment.

The Collaborative's objective is a safety program that will reduce the number of injuries and illnesses to a minimum. The joint cooperation of employees and management in observance of this policy is essential.

Employees will be provided a safe and healthy work environment. Employees who are ill or injured on the job will receive assessment and/or treatment, if appropriate, in order to ensure recovery and a prompt return to work. This will be accomplished by:

- Affirmation efforts by management to prevent employee injuries

- Prompt diagnosis and treatment of work-related illnesses and injuries
- Timely submission and analysis of accident/injury reports
- Workers' Compensation benefits will be provided in accordance with Massachusetts's law

Any accident or injury to employees and those directly witnessed by other employees must be reported, no matter how minor, immediately following the accident so that workers compensation forms can be processed. The employee is responsible for initiating the process and must notify his/her principal or supervisor of the accident. The principal or supervisor is responsible for completing and monitoring the accident reporting process.

FAILURE TO REPORT AN INJURY WITHIN 24 HOURS MAY JEOPARDIZE AN EMPLOYEE'S RIGHT TO FILE A CLAIM.

Workers' Compensation Claim Procedure

If an employee is injured or becomes ill, supervisory personnel must follow the following procedure:

1. Ensure that the employee is comfortable.
2. Seek proper medical attention and examination/diagnosis, if necessary, at the closest medical facility. If not an emergency, the secretary handling workers compensation claims will direct you to a facility.
3. Call the Collaborative Office and speak with the Human Resources representative handling workers' compensation to report the incident and complete or have the necessary forms completed for Collaborative insurance purposes. **THE INCIDENT MUST BE REPORTED TO THE OFFICE IMMEDIATELY. FORMS MUST BE COMPLETED WITHIN 24 HOURS OF THE INCIDENT.**
4. Complete the *Staff Incident Report and Medical Authorization Form*, sign and deliver the form to the Human Resources Department within 24 hours of the incident.
5. In all cases, the safety and comfort of the injured person is the first priority.

In addition the injured employee is responsible for the following:

- Employees, who as a result of an accident seek continued medical attention, must notify the Human Resources representative handling workers' compensation of the name and address of the physician/hospital providing treatment.
- Employees who as a result of an accident, will be absent from work, must follow the Collaborative absence notification procedures, and must indicate that their absence is due to a workers' compensation injury.

The Collaborative may provide modified work (light duty), if available and appropriate, until such time as employees are able to resume their normal work activities. Physical examinations may be required when injuries involve first aid, but are required for medical treatment, musculoskeletal symptoms, or when the employee's duties must be modified or restricted.

Employees who are absent from work because of work-related injuries will be placed on FMLA leave if they are eligible for such leave. Employees who are not eligible for FMLA leave may apply for a Leave of Absence within ten (10) days from the date of injury. Failure to apply for a Leave of Absence within ten (10) days may result in voluntary resignation.

Workers' Compensation Return To Work Program

The Collaborative endeavors to return workers to employment at the earliest possible date following a work-related injury or illness. Accordingly, the Collaborative has developed a transitional work policy to enable employees who are incapable of performing their jobs because of work-related injury or illness to return to work in an alternate position.

The Collaborative defines transitional work as temporary, modified work assignments within the worker's physical abilities, knowledge and skills. Where possible, transitional positions will be made available to workers who have been injured or who are sick because of work-related injuries or illness, in order to minimize or eliminate lost time. The Collaborative may elect to change any aspect of a transitional position such as working shift, location, etc., based on the needs of the Collaborative. The Collaborative cannot guarantee a transitional position and is under no obligation to offer, create or encumber any specific position for purposes of offering transitional duty.

This policy is not intended to instruct the procedures applicable to employees eligible for reasonable accommodation under Massachusetts law, the ADA or leave benefits under the Family and Medical Leave Act ("FMLA"). Inquiries about the ADA or FMLA should be directed to the Human Resources Department.

In the event that an employee refuses the offer of transitional work that is within the employee's physical restrictions and ability, the Collaborative is not obligated to provide an alternative position.

The policy only applies to full-time and part-time employees who are not capable of performing their jobs as a result of work-related injury or illness and who are therefore eligible for and receiving workers' compensation benefits. Transitional work is offered on a temporary basis only and is not considered a permanent adjustment to the employee's job duties.

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COMPENSATION / PAYROLL

EMPLOYEE CLASSIFICATIONS AND CATEGORIES

The Collaborative has established classifications and categories of employees as set forth in this policy that determines compensation and the application of certain benefits and leave for its employees.

The Collaborative has a need for a variety of work schedules. Employees will be informed of their initial employment classification status as exempt or non-exempt, their category of employment, their work hours, and the length of their work year at the time of their job offer and/or during their orientation.

If the terms and conditions of an employee's employment change, the Human Resources Department will inform the employee of any change with respect to their employment classification status as exempt or non-exempt, their category of employment, their work hours, and the length of their work year.

Classification as Exempt vs. Non-Exempt

The Collaborative classifies employees' eligibility for overtime in accordance with the federal Fair Labor Standards Act:

- **Exempt Employees** are paid on a salaried basis and receive a pre-determined compensation regardless of the number of hours worked per week. Exempt employees are not eligible for overtime pay.
- **Non-Exempt Employees** are paid on an hourly basis, and will be paid overtime for all hours worked over forty (40) hours in a work week, in accordance with federal and state law.

Categories of Employment:

Employees are categorized as full-time, part-time, temporary, or as a substitute as follows:

Full-Time: Employees who work a regular schedule of thirty (30) hours or more per week are categorized as full-time employees. Full-time employees are generally eligible for all benefits offered by the Collaborative as set forth in this Handbook.

Part-Time: Employees who work a regular schedule of less than thirty (30) hours per week are categorized as part-time employees. Part-time employees may be eligible for health and other benefits through the GIC depending on how many hours they regularly work. Part-time employees may also participate in retirement programs for which they are eligible. Part-time employees are not eligible for parental leave or professional development tuition reimbursement. Part-time qualified employees are eligible for paid leave as set forth in this Handbook, subject to proration where applicable.

Temporary: Temporary employees hold a position, either full-time or part-time, for a limited and specific time period, such as summer positions or casual labor. Temporary employees are not eligible for any benefits offered by the Collaborative, except those mandated by state or federal law.

Substitutes: Substitutes are employees not assigned to a regular work schedule and are called to work on an "as needed" basis. Substitutes are not eligible for any benefits offered by the Collaborative, except those mandated by state or federal law. Substitutes have no obligation to the Collaborative to accept the work offered and the Collaborative is under no obligation to offer any minimal number of hours or work assignments for any specified period of time.

The Work Year

The number of days in the work year varies for employees depending on their position. For example, the work year for certified educational staff and educational aides will be based on the academic year, including summer programs where applicable, while the work year for non-educational staff will be based on a twelve (12) month, full year basis. Employees will be informed of the number of days in their work year at the time of their job offer and/or during their orientation. Only full-year employees (260 days) are eligible for paid vacation and paid holidays.

CALCULATION OF PAY

Exempt employees are paid on a salaried basis and receive a pre-determined compensation regardless of the number of hours worked per week, and are not eligible for overtime pay.

Non-exempt employees are paid at an hourly rate based on the number of hours worked in a given pay period. Non-exempt employees are prohibited from working any hours other than their scheduled hours, unless approved by the Executive Director.

Non-Exempt employees who work more than forty (40) hours in a work week will be paid time and a half for each hour worked in excess of forty (40) hours. All overtime must be pre-approved by the Executive Director. Overtime pay will be paid only if an employee works more than forty (40) hours in a work week. Absences from the workplace, whether for break, leave, holidays, sick leave, etc., are not considered hours worked for the purposes of calculating overtime.

Employees who work six (6) or more hours in one (1) day have an option to take an unpaid thirty (30) minute lunch break. Employees will not be paid for their thirty (30) minute lunch break, but will be paid if they do not take a thirty (30) minute lunch break. If taken, no work activity can take place during the thirty (30) minute lunch break, and employees are permitted to leave Collaborative premises during this time.

PRORATED SALARIES

School-Year Employees: For employees whose work year is based on the academic year, their compensation will be calculated and paid on a prorated basis over the course of their work year, as determined by their position.

Full-Year Employees: For employees whose work year is based on the full year, their compensation will be calculated and paid over the course of the full year.

Other Salaries: All other salaries, including those of employees not classified in any of the above listed categories, will be set by the Board of Directors on an individual basis.

PAYROLL PROCEDURES

The Collaborative will issue payroll on a bi-weekly basis. Paydays are usually every other Friday. If the normal payday falls on a Collaborative recognized holiday, payroll will be distributed one (1) work day prior to the aforementioned schedule.

The Collaborative requires employees to participate in an automatic direct deposit payroll service, commonly referred to as an electronic funds transfer ("EFT"). Direct deposit eliminates the need to physically deposit checks at the bank or financial institution. Direct deposits are not subject to check clearing restrictions that banks and institutions may impose; your funds are immediately available. Direct deposit ensures accurate consistent deposits to your account on the due date for each scheduled pay period.

To enroll in the direct deposit program an employee must obtain a direct deposit form from the Human Resources Department. Complete and return the form to the Human Resources Department with routing and account information completed. It may take up to thirty (30) days for direct deposit to begin.

If an employee's marital status changes or the number of exemptions previously claimed increases or decreases, a new Form W -4 must be submitted to the Human Resources Department.

KEEPING ACCURATE TIME

Non-exempt employees and, in certain circumstances, exempt employees, must keep and submit their time in accordance with Collaborative procedures. Time must be kept accurately and reflect all regular and overtime hours worked (non-exempt employees only), absences, late arrivals, early departures and lunch breaks. Employees will be instructed on the procedures for keeping and submitting time for their position and will be trained on how to accurately keep and submit their time using the Collaborative's time keeping system. Any employee who fails to report or inaccurately reports any hours worked in accordance with Collaborative procedures will be subject to corrective action, up to and including termination.

It is a violation of the Collaborative's policy for any employee to falsify their time or alter another employee's time. It is also a serious violation of the Collaborative's policy for any employee to instruct another employee to incorrectly or falsely report hours worked. If any principal or supervisor instructs you to incorrectly report your hours, you should report it immediately to the Human Resources Department. Late timesheets may result in delayed compensation.

SAFE HARBOR POLICY

It is the Collaborative's policy and practice to accurately compensate employees and to do so in compliance with all applicable state and federal laws.

Review Your Pay Stub

The Collaborative makes every effort to ensure that its employees are paid correctly. Occasionally, however, inadvertent mistakes can happen. When mistakes do happen and are called to its attention, the Collaborative will promptly make any corrections necessary. Please review your pay stub when you receive it to make sure it is correct. If you believe a mistake has occurred or you have any questions please use the reporting procedure outlined below.

To Report Concerns or Obtain More Information

If you have any questions about compensation or deductions from your compensation, please contact the Human Resources Department. If you believe you have been subject to any improper deductions or if your pay does not accurately reflect your hours worked you should immediately report the matter to your principal or supervisor. If the principal or supervisor is unavailable or if you believe it would be inappropriate to contact that person, you should immediately contact the Human Resources Department. If you are unsure of whom to contact, or if you have not received a satisfactory response within five (5) business days after reporting the incident, please immediately contact the Executive Director.

Every report will be fully investigated and corrective action will be taken where appropriate, up to and including termination for any employee(s) who violate this policy. In addition, the Collaborative will not allow any form of retaliation against individuals who report alleged violations of this policy or who cooperate in the Collaborative's investigation of such reports.

MILEAGE ALLOWANCE AND TRAVEL PERMISSION

Staff using personal cars in the course of their duties will be reimbursed at the rate determined by the Internal Revenue Service rate for business mileage. The IRS Standard Mileage Rates are determined annually in January.

Travel expenses between home and work are not reimbursable. Most Collaborative related travel will originate from a Collaborative location. But in those cases where it is advantageous, (time and distance considered) to leave directly from your residence, the request for reimbursement should be based upon total miles traveled for the Collaborative, less normal daily mileage to

and/or from your work location. Any reimbursement for travel outside of the member towns must be approved in advance on an individual basis

Daily mileage records must be maintained and must accompany original parking receipts, toll receipts, and other travel-related receipts when submitting for reimbursement. Employee's work schedule and a map outlining the miles of the route must be provided by all staff who work at multiple sites. Expense reimbursement should be submitted to the Collaborative business office at the end of each calendar month and after obtaining principal or supervisor approval, no later than sixty (60) days after the date of travel. Mileage reimbursement requests greater than sixty (60) days old will not be reimbursed. Where there are extenuating circumstances, the Business Manager may approve reimbursement requests subsequent to the deadline.

Staff submitting mileage allowance and/or travel permission items for reimbursement must submit accurate documents and requests. Falsification of any reimbursement request will be grounds for corrective action up to and including termination.

SCHOOL AND PERSONAL PROPERTY REPLACEMENT/RESTITUTION

The Collaborative Board of Directors, acting through the Executive Director, will authorize payment for the cost of replacing or repairing property of an employee such as eyeglasses, hearing aids, dentures, watches, or articles of clothing necessarily worn or carried by the employee, or vehicles when such items are damaged or stolen in the line of duty as a result of malicious acts and without fault of the employee. Other personal property of employees or personal teaching aids belonging to the employee are not included.

The maximum payment anyone can claim is \$1,000 or actual cost, whichever is less in the case of vehicles, and \$500 or actual cost, whichever is less, for other property. An employee is limited to a maximum annual claim of \$1,000. Loss or damage claims must be reported to the Human Resources Department and, if appropriate, to the police as soon as the employee becomes aware of such loss or damage.

Employees must seek reimbursement, and show proof of replacement or repair in the form of receipts. Employees will not be compensated for losses or damage for which compensation, wholly or partially, can be paid under the employee's private insurance policy.

This policy does not extend to student property.

LONGEVITY PAYMENT

This longevity payment policy is only applicable with respect to Collaborative employees employed by the Collaborative as of June 30, 2014. This longevity payment policy is inapplicable to employees commencing their employment with the Collaborative as of July 1, 2014 or later, and such employees shall not be entitled to any longevity payment.

The Collaborative provides longevity pay to recognize and show appreciation for long-time service. Employees shall be eligible for annual longevity payments upon the completion of a fixed number of years of continuous service with the Collaborative. Longevity payments shall be made by the second biweekly pay period following the date an employee is eligible for longevity pay.

Employees shall become eligible and longevity pay shall be made as follows:

Years of Continuous Service	Annual Longevity Payment
10+ Years	\$500
15+ Years	\$750
20+ Years	\$1000
25+ Years	\$1250

Under this policy, continuous service shall mean uninterrupted employment with the Collaborative and may include years of service in different positions. Interruption of employment for the purpose

of FMLA leave, parental leave, or military leave of up to five (5) years of cumulative service under the Uniform Services Employment and Reemployment Rights Act shall not be deemed an interruption in service for the purpose of calculating continuous service for longevity pay. However, any year in which an employee takes an unpaid leave of absence of ninety (90) days or more for any other reason shall not be counted towards continuous service and the employee's longevity date will be adjusted accordingly.

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ATTENDANCE AND LEAVE POLICIES

CALENDAR

The Collaborative fiscal year is from July 1 through June 30. A Collaborative calendar will be distributed annually to all employees at the start of the fiscal or school year. The Executive Director must approve any changes or exceptions to the calendar.

EMPLOYEE ATTENDANCE

It is important for Collaborative employees to attend work regularly and to arrive at work on time. Failure to do so detrimentally affects employee morale and the services provided to students. Absenteeism or tardiness that is excessive or unauthorized in the judgment of the Collaborative is grounds for corrective action, up to and including termination.

Teachers and other instructional staff are required to be at their teaching stations fifteen (15) minutes before class starts and to remain for fifteen (15) minutes after students depart. Educational employees may never leave a student alone.

Employees unable to report to work or unable to report to work on time must follow the Collaborative absence notification procedures set forth in this Handbook.

EXCUSED AND UNEXCUSED ABSENCES

An excused absence is an absence taken for approved leave in accordance with the paid or unpaid leave policies set forth in this Handbook. All other absences, while they may be explainable, shall be considered unexcused.

Excessive unexcused absences or tardiness will subject the employee to corrective action up to and including termination. Poor attendance is also considered a conduct and performance issue and the type of corrective action may depend on any previous corrective action for conduct and/or performance.

Any no call/no show is considered grounds for immediate corrective action, except in the case of an emergency or as otherwise provided by the paid and unpaid leave policies set forth in this Handbook. The Collaborative will determine, in its sole discretion, what circumstances constitute an emergency. Any absence of three consecutive working days, without proper notice provided to the Collaborative, will be considered abandonment of employment and, therefore, a voluntary resignation.

ABSENCE NOTIFICATION PROCEDURE

Employees who are sick, tardy or otherwise need to take an unscheduled absence must contact their principal or direct supervisor to provide notice of the employee's absence or tardiness. Such notice must provide the reason for the employee's absence or tardiness. Absent unforeseeable circumstances, such as an emergency or sudden illness, employees are required to notify their principal or supervisor at least one (1) hour prior to the employee's starting time (two (2) hours for school bus drivers and monitors). Where the need for an absence or tardiness is not foreseeable, employees must provide notice to their principal or supervisor as soon as practicable. Timely notice is important to enable the Collaborative to arrange for a substitute where appropriate. Speak with your principal or supervisor for instructions on the best method of contact.

No individuals other than the employee's principal or supervisor can accept notice regarding absence or tardiness, and the Collaborative will not acknowledge notice placed with any other party, employee or department. Employees are responsible for contacting the Collaborative personally, except where the employee is unable to do so or a specific leave policy allows notification by someone other than the employee. Calls generally will not be accepted from spouses or family members, except for an emergency.

Failure to provide notice of an absence or tardiness in accordance with this policy may subject the employee to loss of pay and/or corrective action, up to and including termination. Failure to notify the Collaborative of absence for three (3) consecutive workdays will be considered abandonment of employment and, therefore, voluntary resignation.

Should an employee leave work during the school day (due to illness, doctor's appointments, etc.), they need to notify their principal or supervisor of the time of departure and return (if applicable).

Absences due to illness of five (5) consecutive workdays or more will require medical documentation received by your principal or supervisor prior to returning to work. .

APPROVED LEAVE

The Collaborative provides paid and unpaid leave in accordance with the policies below. Depending on the type of leave and the applicable leave policy (or policies), employees must request and/or provide notice of such leave in accordance with the policies set forth below. Also, depending on the type of leave the applicable policy (or policies), the Collaborative may require medical or other applicable documentation certifying the need for such leave in accordance with the applicable policy (or policies). Failure to provide notice or submit such documentation may result in loss of pay or corrective action, up to and including termination.

All requests for paid or unpaid leave are subject to approval by the Collaborative in accordance with federal and state law.

LEAVE WITH PAY

It is the Collaborative's policy to provide employees with paid sick leave, personal leave, bereavement leave, parental leave, holidays, leave for jury duty, court leave, and vacation as follows:

Sick Leave

Eligible full-time employees will receive five (5) paid sick days at the beginning of the school year, and will be eligible to accrue and be able to use up to a maximum of twelve (12) paid sick days per school year. For the sake of clarity, the maximum of twelve (12) paid sick days per fiscal year includes the five (5) paid sick days received at the beginning of the fiscal year and the amount of sick days, if any, that may accrue on a monthly basis throughout the remainder of the fiscal year. Sick days accrue on a monthly basis for each employee based on the number of months in their work year, and are available for use upon accrual. For the purposes of this policy, one (1) sick day equals an employee's regularly scheduled workday, regardless of how many hours they work.

Part-time employees will accrue and be able to use sick days on a prorated basis calculated by their regularly scheduled work hours as compared to the full-time work hours for their position. For example, an employee who works .5 FTE will accrue and be able to use up to five (5) paid sick days per fiscal year. For part-time employees, missing all of your scheduled work hours or shift on a given day for sick leave shall constitute one (1) sick day, regardless of how many actual hours of work are missed on that work day.

Eligible employees who have not used all of their accrued sick days in a fiscal year may carry over five (5) sick days into a subsequent fiscal year but may accrue no more than fifteen (15) sick days at any time. Employees will not be compensated for accrued and unused sick time upon their termination or separation of employment from the Collaborative in accordance with applicable law.

Employees may use paid sick leave under this policy for the following reasons:

1. To care for the employee's own physical or mental illness, injury, or medical condition;
2. To care for the employee's child, spouse, parent, or parent of a spouse, who is suffering from a physical or mental illness, injury, or medical condition;
3. To attend the employee's routine medical appointment or a routine medical appointment for the employee's child, spouse, parent, or parent of spouse;

4. To address the psychological, physical or legal effects of domestic violence.

Employees must provide notice of their absence for a sick day in accordance with the Collaborative absence notification procedure. Where the need for a sick day is foreseeable, for example for a scheduled medical appointment, employees should provide as much advance notice as possible. The Collaborative reserves the right to request medical documentation substantiating the need for sick leave. Employees who misuse or abuse sick leave, for example, by engaging in activity that is not consistent with the allowable purposes for sick leave (e.g., using sick leave when not sick) or by exhibiting a clear pattern of taking sick leave when they are scheduled to perform work perceived as undesirable or on days just before or after a weekend or holiday, will be subject to corrective action, up to and termination.

To the extent paid leave under this policy also qualifies as FMLA leave, the paid leave must be taken concurrently with any such FMLA leave.

Personal Days

All employees will receive two (2) paid personal days per fiscal year. Paid personal days may be taken for personal business which otherwise cannot be conducted outside of normal work hours, and must be approved by your principal or supervisor. Personal days are not intended for and may not be used for vacation purposes. For part-time employees, missing all of your scheduled work hours or shift on a given day for personal reasons shall constitute one (1) personal day, regardless of how many actual hours of work are missed on that work day. Personal days cannot be carried over from year to year.

Requests for personal days must be submitted to your principal or supervisor on an Employee Request for Leave Form. Requests for personal days before and after holidays, school vacations, or leaves of absence will not be granted except in rare cases of emergency. Unauthorized absences before or after holidays, school vacations, and leaves of absence will result in corrective action, up to and including termination. For new hires, personal days will be prorated as set forth below based on the date of hire.

Month Hired	Personal Days Received
July	2
August	2
September	2
October	2
November	2
December	2
January	1
February	1
March	1
April	1
May	1
June	0

Bereavement

Employees will receive up to three (3) days of paid bereavement in the event of the death of an immediate family member. Under this policy, immediate family members means an employee's spouse, sibling, parent, child, father/mother in law, and any member of an employee's immediate family. Requests for bereavement leave must be submitted to your principal or supervisor on an Employee Leave Request Form. Proof of death and relationship to the deceased may be required. For part-time employees, missing all of your scheduled work hours on a given day for bereavement leave shall constitute one (1) vacation day, regardless of how many actual hours of work are missed on that work day. If more than three (3) days are needed, vacation time or

personal days may be used, or an unpaid leave of absence may be approved by your principal, supervisor, and/or the Executive Director if vacation time or personal days are not available.

Jury Duty and Court Leave

Employees may be compensated for jury duty or testifying as a subpoenaed witness in a judicial proceeding. Requests for jury duty and/or court leave must be submitted to your principal or supervisor on an Employee Leave Request Form. In order to be compensated for such leave, employees must submit to their principal or supervisor a copy of their summons or subpoena on the first working day following receipt of such notice. Employees are required to keep their principal or supervisor apprised of their status and are expected to work whenever their respective court schedule permits. Upon completion of a term of jury duty or court leave, employees must submit verification of days served (received in your mail) to the Human Resources Department.

The Collaborative will pay your regular rate of pay for your first three (3) days of jury duty or days as a witness under subpoena based on the number of hours you would have worked on those days of absence. For jury duty or duty as a witness under subpoena longer than three (3) days, employees will not be compensated. If an employee is required to serve more than three (3) days of jury duty or duty as a witness under subpoena, the employee may use any available vacation or personal time or may be granted an unpaid leave of absence. For part-time employees, missing all of your scheduled work hours on a given day for jury duty or court leave shall constitute one (1) vacation day, regardless of how many actual hours of work are missed on that work day.

Holidays

Employees who are employed on a twelve (12) month, year-round basis will be paid for all legal and Collaborative recognized holidays within the months that they work. The Collaborative is also closed between December 24th and January 1st. Any additional paid holidays will be established annually. Where a holiday falls on a weekend, it will be observed on either the preceding Friday or following Monday.

The Collaborative observes organizational-wide holidays each year as follows:

- Martin Luther King Day
- President's Day
- Good Friday
- Patriot's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Day
- New Year's Day

Vacation

It is the Collaborative's policy to provide paid vacation time to all eligible employees. Only employees who work on a twelve (12) month, full year basis are eligible for paid vacation. Collaborative employees working on the academic year work schedule are not entitled to any paid vacation.

Eligible full-time employees will receive up to ten (10) paid vacation days per fiscal year. Vacation is accrued on a monthly basis, and is available for use as accrued, with your principal's or supervisor's approval. Part-time employees will receive vacation time on a prorated basis calculated by their work hours as compared to the full-time work hours for their position, which shall accrue on a monthly basis, and is available for use as accrued, with your principal's or supervisor's approval. For part-time employees, missing all of your scheduled work hours on a given day for vacation shall constitute one (1) vacation day, regardless of how many actual hours of work are missed on that work day. If a scheduled Collaborative holiday falls within your vacation period, that holiday is not counted against your vacation time.

Requests for vacation time must be submitted to your principal or supervisor on an Employee Leave Request Form with as much advance notice as possible. All vacation must be approved by your principal or supervisor, subject to the Collaborative's scheduling needs.

Employees who have not taken all of their accrued vacation in a fiscal year may carryover ten (10) vacation days per fiscal year but may accrue no more than twenty (20) vacation days at any time. Employees who have accrued, unused vacation time under any former Collaborative policy in existence prior to the effective date of this Handbook will be eligible to use such accrued and unused vacation time in accordance with such prior policy, or shall be compensated for such vacation time upon termination of employment with the Collaborative.

Employees will be compensated for accrued and unused vacation upon their termination or separation of employment from the Collaborative in accordance with the law.

UNPAID LEAVE

The Collaborative provides unpaid leave for the reasons set forth below in accordance with the policies set forth below.

While on unpaid leave, employees should communicate with the Human Resources Department concerning their leave and expected return. Failure to return to work upon the expiration of a leave of absence or refusing an offer of reinstatement for which the employee is qualified will result in voluntary resignation or termination.

No leave of absence will be granted for employees' vacation plans, as adequate vacation time is afforded to eligible employees.

A leave of absence will not be granted to allow an employee time off to seek employment elsewhere or to work for another employer. Employees who start employment elsewhere while on a leave of absence will be considered to have voluntarily resigned, except military reserve duty.

TYPES OF UNPAID LEAVE

FAMILY AND MEDICAL LEAVE ACT (FMLA)

The Collaborative complies with all requirements of the FMLA. The FMLA provides up to twelve (12) weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health

- condition; or
- For a serious health condition that makes the employee unable to perform his or her job.

Military Family Leave Entitlements

Qualified exigency Leave: Eligible employees with a spouse, son, daughter, or parent on active duty or who has been notified of a call to covered active duty in the US Armed Forces, whether as a member of a regular component of the Armed Forces or as a member of the National Guard and Reserves may use their twelve (12) week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include short-notice deployment, attending certain military events, arranging for childcare on an urgent basis, attending a child's school activities, attending counseling, spending time with a covered service member while he or she is on short term leave for rest and recuperation, addressing certain financial and legal arrangements, and any additional activity that the Collaborative agrees constitutes a qualifying exigency.

Military Caregiver Leave: FMLA also includes a leave entitlement that permits eligible employees to take up to twenty-six (26) weeks of leave to care for a covered service member during a single twelve (12) month period. For purposes of this leave, an eligible employee includes the service member's parent, spouse, son or daughter, or nearest blood relative, or individual designated as next of kin in writing by the service member. A covered service member is:

1. a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty, while on active duty that may render the service-member medically unfit to perform his or her duties for which the service-member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list; or
2. a veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness if the veteran was a member of the Armed Forces at any time during the period of five (5) years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

For the purposes of Military Caregiver Leave, a serious injury or illness means

1. a serious injury or illness that was incurred by the member in line of duty, while on active duty; or
2. a serious injury or illness that existed before the beginning of the member's active duty and was aggravated by service in the line of duty, while on active duty in the Armed Forces and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating.

Benefits and Protection

During FMLA leave, The Collaborative will maintain your GIC benefits for the duration of your FMLA leave as if you remained continuously employed, so long as you have indicated your intent to return to work at the end of your FMLA leave. The Collaborative will continue to pay its portion of your GIC premiums provided that you pay your contributions on a timely basis. Arrangements to pay the employee share of such benefits must be made by contacting the Human Resources Department. If you do not return to work upon the completion of your FMLA leave, the Collaborative may recover the cost of any payments made to maintain your GIC benefits, unless the failure to return to work was for reasons beyond your control. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of FMLA leave. However, employees will not accrue paid leave such as vacation or sick leave during any period of FMLA leave. Notwithstanding, where employees substitute paid leave for FMLA leave the substituted paid leave will count towards the employee's vacation and sick leave accrual. FMLA leave periods will be treated as continuous service for the purpose of calculating pension and retirement plan vesting and eligibility.

Employees who return to work on or before the expiration of their FMLA leave will be restored to their original or an equivalent position with equivalent pay, benefits, and other employment terms. Employees on FMLA leave are not entitled to any greater rights than they would otherwise have been entitled, had they continued as active employees at the Collaborative. Some key employees may not be entitled to reinstatement at the conclusion of their FMLA leave. Key employees will be notified of their status at the time of their leave request.

Eligibility Requirements

Employees are eligible for FMLA leave if they have been employed by the Collaborative for a total of twelve (12) months and have worked at least 1,250 hours during the twelve (12) months prior to the start of the requested leave.

When FMLA eligible spouses are both employed by the Collaborative, they will be granted a combined total of 12 weeks of FMLA leave for the birth, placement for adoption, or foster care of a child.

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Intermittent leave is not, however, available to care for a child during the first twelve (12) months after the birth, adoption, or placement in foster care. Leave due to qualifying exigencies may also be taken on an intermittent basis.

If you use intermittent leave, you must comply with the Collaborative's regular absence notification procedure for each day on which you are absent, including specifically referring to the FMLA leave.

Substitution of Paid Leave for Unpaid Leave

Employees who are eligible for FMLA leave must use accumulated vacation, personal days, and sick leave concurrently with their FMLA leave until all such paid leave is exhausted. Employees must comply with the Collaborative's normal paid leave policies.

The Leave Year

The Collaborative has designated a rolling leave year, which determines FMLA leave eligibility by reference to the amount of FMLA leave taken during the twelve (12) months immediately preceding the request for FMLA leave. This "rolling" leave year does not apply to Military Caregiver Leave. The leave year for Military Caregiver Leave is a single twelve (12) month period that begins on the first day of the employee's leave.

Employee Request/Notice of FMLA Leave

Employees must submit the initial request for FMLA leave to their principal or the Human Resources Department on the Collaborative's Employee Request for Family or Medical Leave Form, which can be obtained from the Human Resources Department. Employees must provide thirty (30) days advance notice of the need to take FMLA leave when the need is foreseeable. If an employee fails to give timely notice when the need for FMLA leave is foreseeable, the Collaborative may delay the FMLA leave until thirty (30) days after notice is provided. If the need for FMLA leave is not foreseeable, the employee must provide notice as soon as practicable and generally must comply with the Collaborative's regular absence notification procedures.

Required Certification Documentation and Designation by the Collaborative

All employees who request FMLA leave must complete the appropriate forms outlined below to certify the reason for FMLA leave and submit them to the Human Resources Department:

- Certification of Health Care Provider Form for Employee's Serious Health Condition
- Certification of Health Care Provider Form for Family Member's Serious Health Condition
- Certification of Serious Injury or Illness of Covered Service Member for Military Family Leave
- Certification of Serious Injury or Illness of a Veteran for Military Caregiver Leave
- Certification of Qualifying Exigency for Military Family Leave

The Collaborative may require additional medical verification to determine whether the circumstances qualify for FMLA leave and to verify documentation provided. The Collaborative may also require recertification for FMLA leave (which includes intermittent or reduced work schedule leave), every thirty (30) days or as is otherwise reasonable in accordance with the FMLA.

Employees will be notified in writing by the Human Resources Department as to whether their request for FMLA leave has been approved or denied, and whether more information is needed. Employees will receive this notification after all necessary forms have been submitted to the Human Resources Department and reviewed. The Collaborative may conditionally designate leave as FMLA leave pending receipt of the required certification. The Collaborative is responsible for designating any period of leave as FMLA leave if it qualifies, even if the employee has not requested FMLA leave. The Collaborative may deny an FMLA request where an employee has not met the eligibility requirements under the FMLA or has not submitted sufficient certification.

Employees may be required to provide a fitness for duty statement before they return after an FMLA leave for their own serious health condition. If you will be required to provide this statement, you will be notified at the time that your leave is approved.

"No Moonlighting"

Absent extenuating circumstances, employees who are taking FMLA leave for their own or a covered family member's serious health condition or to care for a child after birth, adoption, or placement in foster care are not permitted to work for any other employer while on FMLA leave from their job with the Collaborative. Employees who accept employment with other employers while on FMLA leave from the Collaborative will be considered to have voluntarily resigned their employment and will not be eligible for reinstatement at the end of their previously approved leave.

Additional Employer Responsibilities

The Collaborative will also comply with the FMLA by not interfering with, restraining, or denying the exercise of any right provided under FMLA; or discharging or discriminating against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

FMLA Question and Concerns

If you have any questions about your FMLA rights or responsibilities or if you disagree with a decision the Collaborative makes regarding FMLA leave entitlement, please contact the Human Resources Department to resolve your concerns as soon as possible.

Enforcement

To enforce rights under the FMLA, an employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement that provides greater family or medical leave rights.

Please consult the Human Resources Department for any additional information relating to FMLA leave.

PARENTAL LEAVE

Full time employees who have been employed for a minimum of three (3) consecutive months as full-time employees will be granted up to eight (8) weeks of unpaid parental leave for the purpose of (i) the birth of a child; (ii) adopting a child under the age of 18; or (iii) adopting a child under the age of 23, if the child is mentally or physically disabled. Eligible employees must give their principal or supervisor at least two weeks' notice of their anticipated date of departure and intention to return to work, or provide such notice as soon as practicable if the delay is for reasons beyond the employee's control. Such notice must be submitted on an Employee Leave Form.

If two employees working for the Collaborative are eligible for parental leave for the same child, they are entitled to a combined total of eight (8) weeks of leave between them.

Upon return from parental leave, an employee will be restored to a previous or a similar position with the same status, pay, and seniority, as of the date of the leave. Notwithstanding, an employee will not be restored to a previous or a similar position if other employees of equal length of service and status in the same or similar position have been laid off due to economic conditions or other changes affecting employment during the period of such parental leave. The Collaborative will deem an employee's unauthorized failure to return to work from parental leave on the agreed upon return date as a voluntarily resignation.

Employees may voluntarily substitute and use unused vacation and personal days concurrently with parental leave under this policy. Employees may also voluntarily substitute and use paid sick leave for any part of parental leave that meets the reasons for which paid sick leave may be used as set forth in the paid sick leave policy.

Use of parental leave will not result in the loss of any employment benefit that accrued prior to the start of parental leave. However, employees will not accrue paid leave such as vacation or sick leave during any period of FMLA leave. Notwithstanding, where employees substitute paid leave for unpaid leave under this policy, the substituted paid leave will count towards the employee's vacation and sick leave accrual. FMLA leave periods will be treated as continuous service for the purpose of calculating pension and retirement plan vesting and eligibility.

The Collaborative will maintain employees' GIC benefits during parental leave under this policy. However, the Collaborative will not continue to pay its portion of the employee's GIC premiums while the employee is on parental leave. The employee will be responsible for payment of 100% of such premiums while on parental leave under this policy. However, if parental leave under this policy also concurrently constitutes FMLA leave, the Collaborative will continue to pay its portion of such premiums pursuant to the FMLA policy in this Handbook.

To the extent an employee is entitled to FMLA leave in connection with the birth or adoption of a child, leave under this parental leave policy must be taken concurrently with any such FMLA leave.

Employees on parental leave under this policy may use, but are not required to use, any accrued, unused vacation leave, personal days, or sick days concurrently with such leave.

DOMESTIC VIOLENCE LEAVE

The Collaborative is committed to the health and safety of its employees and their families. If employees or their family members are victims of abusive behavior (domestic violence, sexual assault, kidnapping, and stalking), they are encouraged to communicate with the Human Resources Department about the situation.

In accordance with Massachusetts General Laws, Chapter 149, Section 52E ("An Act Relative to Domestic Violence"), employees are eligible for up to a fifteen (15) days of unpaid leave in any twelve (12) month period to address the psychological, physical, or legal effects of abusive

behavior. Specifically, employees are eligible for leave under this policy to seek or obtain medical attention, victim services, or legal assistance; secure housing; seek or obtain a protective from a court; appear in court or before a grand jury; meet with a district attorney or other law enforcement official; attend child custody proceedings; or address other issues directly related to abusive behavior against an employee or a family member of an employee. For purposes of this policy, "family member" means parent, step-parent, child, step-child, sibling, grandparent, grandchild, married spouse, persons in a substantive dating or engagement relationship who reside together, persons having a child in common regardless of whether they are married or live together, or persons in a guardian relationship. Alleged perpetrators of abusive behavior are not eligible for leave under this policy.

Employees are required to exhaust all accrued paid leave (vacation, sick leave, and personal days) prior to taking leave under this policy. Use of leave under this policy will not result in the loss of any employment benefit that accrued prior to the start of parental leave.

Except in cases of imminent danger to the health or safety of an employee or the family member of an employee, an employee seeking leave under this policy must provide advance notice appropriate under the circumstances to their principal or supervisor. In case of imminent danger to the health or safety of an employee, the employee is not required to provide advance notice, but must notify his or her principal, supervisor, or the Human Resources Department within three (3) work days of taking leave under this policy. Such notification may be communicated by the employee, a family member, or the employee's counselor, social worker, health care provider, a member of the clergy, shelter worker, legal advocate, or other professional who has assisted the employee or the family member of the employee.

The Collaborative may request that an employee taking leave under this policy provide documentation substantiating the need for the leave. Employees can satisfy such request by providing any one of the following documents substantiating the abusive behavior:

- A court issued protective order;
- An official document from a court, provider, public agency;
- A police report or statement of a witness or victim provided to police;
- Official legal documentation attesting to the perpetrator's guilt;
- Medical documentation of treatment for the abusive behavior;
- A sworn statement from the employee attesting to being a victim of abusive behavior;
- A sworn statement from a professional who has assisted the employee or the family member of the employee, for example, a counsel, social worker, or member of the clergy, shelter worker, or legal advocate.

If proper documentation is provided, the Collaborative will not take any adverse action or discriminate against an employee for taking leave under this policy. Upon the employee's return from such leave, an employee is entitled to restoration to the employee's original job or to an equivalent position. If an unscheduled absence occurs for reasons covered by this policy, the Collaborative will not take any negative action against the employee if the employee provides the documentation described above within thirty (30) days of the absence.

The Collaborative will keep confidential all information related to an employee's leave under this policy. Such information will only be accessed on a need to know basis. Such information will not be disclosed by the Collaborative unless disclosure is requested or consented to in writing by the employee, ordered by a court or required by law, required in a law enforcement investigation, or necessary to protect any other Collaborative employees. Any documentation provided in connection with leave under this policy will be maintained in the employee's employment record but only for so long as required for the Collaborative to determine whether the employee is eligible for leave under this policy.

To the extent leave under this policy also qualifies as FMLA leave, leave under this policy must be taken concurrently with any such FMLA leave.

MILITARY LEAVE

Any Collaborative employee who voluntarily or involuntarily performs duty in the uniformed services of the United States, e.g. the Army, Navy, Marine Corps, Air Force, Coast Guard, Public Health Service commissioned corps and each of the respected reserve components are covered by the Uniformed Services Employment and Reemployment Rights Act (USERRA). USERRA protects employees' seniority-related rights and benefits. Appropriate military leaves of absence, benefits and reinstatements will be granted and maintained pursuant to state and federal law. Employees who are considering or who have been called to service in the uniformed services should contact the Human Resources Department for further details and obligations regarding military leaves. Requests for military leave must be submitted to your principal or supervisor on an Employee Leave Request Form.

SMALL NECESSITIES LEAVE ACT

Collaborative employees who meet eligibility requirements for FMLA leave are also eligible for additional unpaid leave under the Small Necessities Leave Act ("SNLA"). The SNLA provides up to twenty (24) hours of unpaid leave for eligible employees for the following reasons:

1. To participate in educational activities of their children;
2. To take a child to a routine medical appointment; or
3. To accompany an elderly relative to a routine medical appointment or to appointments for other professional services related to the elder's care.

If the need for this leave is foreseeable, the employee must give seven (7) days' notice before the date the leave is to begin. If the need for the leave is unforeseeable, the employee must give as much notice as possible under the circumstances. Employees taking SNLA time off are required to substitute and use unused vacation and personal days concurrently with SNLA leave under this policy. Employees are also required to substitute and use paid sick leave for any SNLA leave that meets the reasons for which paid sick leave may be used as set forth in the paid sick leave policy.

PEACE CORPS

Consistent with Massachusetts General Laws, Chapter 71, Section 41B, any Collaborative teacher who serves in the Peace Corps of the United States shall be entitled to an unpaid leave of absence, with no reduction of earned benefits, during their term of service. Upon completion of their term of service, such teacher shall be restored to the previous or similar position, at the same pay level, length of service credit and benefits as of the date of said leave. Teachers who wish to continue their GIC benefits coverage will be responsible for payment of 100% of the applicable insurance premiums on the first day of each month, during the leave of absence. The Collaborative will not pay its portion of such premiums while an employee is on leave for service in the Peace Corps.

PERSONAL LEAVE

Where the reason for a leave of absence does not qualify for leave under any other Collaborative leave policy, an employee may request a personal leave of absence of up to six (6) weeks in a twelve (12) month period, measured by looking backwards from the first date of leave. Employees are eligible for this leave if they have been employed by the Collaborative twelve (12) consecutive months prior to their first date of leave. Requests for personal leave must be submitted to your principal or supervisor on an Employee Leave Request form, accompanied by a brief written statement outlining the purpose and duration of the leave.

The decision to grant a personal leave of absence will be based on the operational needs of the Collaborative. Employees on a personal leave of absence are required to exhaust all available

vacation and other paid leave while on leave. Upon the expiration of the leave, the employee may be returned to his or her former position if available. If the employee's position is not available, the employee may be offered another available position for which he or she is qualified. If no position is available when the employee is able to return to work, the employee will be terminated and his/her application will be considered for any vacant positions for which he/she may be qualified. The Collaborative will not pay its share of the employee's benefits, including GIC premiums during an unpaid personal leave of absence. Employees will be responsible for payment of 100% of the applicable premiums on the first day of each month, during the leave of absence.

BOARD APPROVED UNPAID LEAVE OF ABSENCE

An employee may request a Board of Directors approved unpaid leave of absence for up to one (1) year. Requests for Board approved unpaid leave must be submitted to your principal or supervisor on an Employee Leave Request form, accompanied by a brief written statement outlining the purpose and duration of the leave. The approval of this request will be at the sole discretion of the Board of Directors. At the very minimum, the employee must provide the reason necessitating the request, the length of time requested, and show evidence of his/her commitment to return to work at the conclusion of the leave. No benefits will be earned during the leave. All benefits earned prior to the leave will remain intact during the leave and will resume upon return to work. The Collaborative will not pay its share of the employee's benefits, including GIC premiums, during an unpaid Board Approved leave of absence. Employees will be responsible for payment of 100% of the applicable premiums on the first day of each month, during the leave of absence.

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EMPLOYEE BENEFITS

GROUP INSURANCE COMMISSION

The Collaborative participates in the Commonwealth Group Insurance Commission (the "GIC") which provides benefits to eligible Collaborative employees, including health insurance, dental benefits, vision benefits, long term disability, life/AD&D insurance, wellness programs, flexible spending benefits, retirement benefits, and more. Eligibility for GIC benefits depends, in part, on the amount of hours an employee regularly works. The Collaborative will provide employees with an annual GIC Benefits Decision Guide published by the Commonwealth. Employees are encouraged to become familiar with and review the GIC Benefits Decision Guide for information regarding benefits eligibility, benefits options, and enrollment. Employees are also encouraged to contact the Human Resources Department with any questions concerning benefits through the GIC. For eligible employees who elect coverage through the GIC, the Collaborative will pay 75% of the premiums for either individual or family coverage; the remaining amount (25%) is deducted from the employee's pay. All benefits are governed by the terms of the applicable benefits plans through the GIC.

PRE-TAX HEALTH COVERAGE (SEC 125 PLAN)

Section 125 of the U.S. tax code allows employees to purchase various benefits, including health insurance coverage, on a pre-tax basis. This is called a Section 125 plan, or a cafeteria plan. Employers are not required to contribute to the purchase of these benefits. The Commonwealth makes available a plan allowing employees who are not eligible for GIC coverage to purchase health insurance on a pre-tax basis through the Health Connector. Under the plan, payments for this health insurance would be deducted from the employee's paycheck. All Collaborative employees (receiving a W-2 or 1042) who are not eligible for health insurance through the GIC are eligible to purchase coverage through the Health Connector on a pre-tax basis.

PROFESSIONAL DEVELOPMENT TUITION REIMBURSEMENT

Full-time employees are eligible for tuition reimbursement for graduate and undergraduate courses which have been preapproved by the Executive Director. Employees are reimbursed up to \$750.00 per fiscal year for tuition, books, and lab fees. Employees only receive reimbursement for completed courses in which they receive a grade of "B" or higher. Please contact the Human Resources Department for further information.

Full-time professional employees (such as therapists) are eligible for reimbursement up to \$750.00 for membership dues for professional associations which have been preapproved by the Executive Director. Professional employees are not eligible for reimbursement of such dues in addition to tuition reimbursement, but rather are limited to an aggregate reimbursement of \$750.00 for year for tuition and/or membership dues.

Employees wishing to obtain reimbursement for the cost of certification in technology related areas are eligible for full reimbursement of the course up to a maximum of one certification per fiscal year, subject to approval by the Executive Director.

RETIREMENT

The Collaborative is subject to the laws of the Commonwealth regarding retirement policies, and all teachers and other employees eligible for a retirement plan must participate in it. Eligible Collaborative employees will have funds contributed to the Massachusetts Teachers' Retirement Board or the Massachusetts State Retirement Board.

The Collaborative has established a 403(b) retirement saving plan. This plan allows you to defer a portion of your income on a pre-tax basis and to invest those funds tax deferred. The 403(b) plan is meant to provide you with retirement savings and other benefits in addition to what you will

get from social security and other retirement plans. Eligible employees may enroll in the 403(b) plan effective the first day of employment. Contact the Human Resources Department with any questions concerning eligibility for the 403(b) plan.

SHORT-TERM DISABILITY INSURANCE

The Collaborative maintains a short-term disability insurance program administered through Hartford Insurance Company in which employees may participate. Participating employees pay 100% of the premiums for short-term disability coverage. The Collaborative does not pay any portion for such coverage. Short-term disability benefits are covered by the relevant policy documents. Please contact the Human Resources Department for more information.

END OF EMPLOYEE HANDBOOK

EMPLOYEE HANDBOOK: APPENDIX A

VALLEY COLLABORATIVE RESTRAINT PREVENTION AND BEHAVIOR SUPPORT POLICY AND PROCEDURES

I. BACKGROUND AND PURPOSE

The Massachusetts Department of Elementary and Secondary Education (DESE) establishes regulations governing the use of physical restraints on students. The Collaborative is required to follow the provisions of 603 CMR 46.00 which regulates the use of physical restraint on students in Massachusetts public school districts, charter schools, virtual schools and collaborative education programs. The purpose of this policy is to ensure that Collaborative students are free from the unreasonable use of physical restraint and that such an intervention is used only in emergency situations after other less intrusive alternatives have failed or have been deemed inappropriate. Physical restraint should be administered only when needed to protect a student or another from assault or imminent, serious physical harm. Physical restraint should be administered in a way that prevents or minimizes any harm to a student as a result of the use of restraint. This policy shall be annually reviewed and provided to program staff and made available to parents of enrolled students.

II. DEFINITIONS

As used in 603 CMR 46.00, the following terms shall have the following meanings in this policy:

Consent means agreement by a parent who has been fully informed of all information relevant to the activity for which agreement is sought, in his or her native language, or other mode of communication, that the parent understands and agrees in writing to carrying out of the activity, and understands that the agreement is voluntary and may be revoked at any time.

Mechanical restraint means the use of any device or equipment to restrict a student's freedom of movement. The term does not include devices implemented by trained school personnel, or utilized by a student that have been prescribed by an appropriate medical or related services professional, and are used for the specific and approved positioning or protective purposes for which such devices were designed.

Medication restraint means the administration of medication for the purpose of temporarily controlling behavior. Medication prescribed by a licensed physician and authorized by the parent for administration in the school setting is not medication restraint.

Parent means a student's father, mother, or legal guardian or person or agency legally authorized to act on behalf of the student in place of or in conjunction with the father, mother, or legal guardian.

Physical escort means a temporary touching or holding, without the use of force, of the hand, wrist, arm, shoulder, or back for the purpose of inducing a student who is agitated to walk to a safe location.

Physical restraint means direct physical contact that prevents or significantly restricts a student's freedom of movement. Physical restraint does not include: brief physical contact to promote student safety, providing physical guidance or prompting when teaching a skill, redirecting attention, providing comfort, or a physical escort.

Prone restraint means a physical restraint in which a student is placed face down on the floor or another surface, and physical pressure is applied to the student's body to keep the student in the face-down position.

Seclusion means the involuntary confinement of a student alone in a room or area from which the student is physically prevented from leaving. Seclusion does not include a time-out.

Time-out means a behavioral support strategy in which a student temporarily separates from the learning activity or the classroom, either by choice or by direction from staff, for the purpose of calming.

III. USE OF RESTRAINT

Mechanical restraint, medication restraint, and seclusion are prohibited. Such restraints may never be used.

Prone restraints are prohibited except on an individual student basis, and only under the following circumstances:

1. The student has a documented history of repeatedly causing serious self-injuries and/or injuries to other students or staff;
2. All other forms of physical restraints have failed to ensure the safety of the student and/or the safety of others;
3. There are no medical contraindications as documented by a licensed physician;
4. There is psychological or behavioral justification for the use of prone restraint and there are no psychological or behavioral contraindications, as documented by a licensed mental health professional;
5. The Collaborative obtained consent to use prone restraint in an emergency, and such use has been approved in writing by the principal; and,
6. The Collaborative has documented these circumstances in advance of the use of prone restraint and maintains the documentation.

Physical restraint, including prone restraint where permitted, will be considered an emergency procedure of last resort and is prohibited except when a student's behavior poses a threat of assault, or imminent, serious, physical harm to self or others and the student is not responsive to verbal directives or other lawful and less intrusive behavior interventions, or such interventions are deemed to be inappropriate under the circumstances.

All physical restraints, including prone restraint where permitted, will be administered in compliance with this policy and 603 CMR 46.00.

Physical restraint will not be used:

1. As a means of discipline or punishment;
2. When the student cannot be safely restrained because it is medically contraindicated for reasons including, but not limited to, asthma, seizures, a cardiac condition, obesity, bronchitis, communication-related disabilities, or risk of vomiting;
3. As a response to property destruction, disruption of school order, a student's refusal to comply with a rule or staff directive, or verbal threats when those actions do not constitute a threat of assault, or imminent, serious, physical harm; or
4. As a standard response for any individual student. No written individual behavior plan or individualized education program (IEP) may include use of physical restraint as a standard response to any behavior.

Physical restraints will be limited to the use of such reasonable force as is necessary to protect a student or another member of the school community from assault or imminent, serious, physical harm.

Nothing in this policy or 603 CMR 46.00 prohibits:

- (a) The right of any individual to report to appropriate authorities a crime committed by a student or other individual;
- (b) Law enforcement, judicial authorities or school security personnel from exercising their responsibilities, including the physical detainment of a student or other person alleged to have committed a crime or posing a security risk; or
- (c) The exercise of an individual's responsibilities as a mandated reporter pursuant to G.L. c. 119, § 51A.

IV. ALTERNATIVES TO PHYSICAL RESTRAINT

There are a variety of less intrusive intervention alternatives to physical restraint that may be appropriate under the circumstances. These alternative methods should be used prior to physical restraint. Physical restraints should only be used in emergency situations where these less intrusive alternatives have failed or have been deemed inappropriate under the circumstances.

Examples of less intrusive alternatives to physical restraint include, but are not limited to, the following:

Verbal Directives. A verbal directive is communicating what is expected behavior by clearly stating instructions and expectations.

Brief Physical Contact. Physical restraint does not include: brief physical contact to promote student safety, providing physical guidance or prompting when teaching a skill, redirecting attention, and providing comfort. Such brief physical contact is an alternative to physical restraint.

Removals. Removals are used only when it is necessary to move a child a few feet in order to hold them to safer position. Removal includes removal of a student from a classroom for in situations where behavior can escalate other student, creating a less safe situation. Removals are only for a short distance, i.e. out of the classroom to the hallway.

Physical Escort. Physical escort is a temporary touching or holding, without the use of force, of the hand, wrist, arm, shoulder, or back for the purpose of inducing a student who is agitated to walk to a safe location.

Time-Out. Time-out is a behavioral support strategy in which a student temporarily separates from the learning activity or the classroom, either by choice or by direction from program staff, for the purpose of calming. During time-out, a student must be continuously observed by a staff member. Program staff shall be with the student or immediately available to the student at all times. The space used for time-out must be clean, safe, sanitary, and appropriate for the purpose of calming. Time-out will cease as soon as the student has calmed. Principal approval is required for a time-out of more than thirty (30) minutes based on an individual student's continuing agitation.

V. PROPER ADMINISTRATION OF PHYSICAL RESTRAINT

Trained Personnel. Only personnel who have received training in accordance with this policy and 603 CMR 46.00 will administer physical restraint on students. Whenever possible, the administration of a restraint will be witnessed by at least one adult who does not participate in the restraint. These training requirements do not preclude a teacher, employee or Collaborative employee from using reasonable force to protect students, other persons or themselves from assault or imminent, serious, physical harm.

Use of Force. A person administering a physical restraint will use only the amount of force necessary to protect the student or others from physical injury or harm.

Safest Method. A person administering physical restraint will use the safest method available and appropriate to the situation subject to the safety requirements set forth in this policy and 603 CMR 46.00.

Duration of Restraint. All physical restraints must be terminated as soon as the student is no longer an immediate danger to himself or others, or the student indicates that he or she cannot breathe, or if the student is observed to be in severe distress, such as having difficulty breathing, or sustained or prolonged crying or coughing.

Safety Requirements. The following are additional requirements for the use of physical restraint:

- (a) No restraint will be administered in such a way that the student is prevented from breathing or speaking. During the administration of a restraint, a program staff

- member will continuously monitor the physical status of the student, including skin temperature and color, and respiration.
- (b) Restraint will be administered in such a way so as to prevent or minimize physical harm. If, at any time during a physical restraint, the student expresses or demonstrates significant physical distress including, but not limited to, difficulty breathing, the student will be released from the restraint immediately, and school staff will take steps to seek medical assistance.
 - (c) If a student is restrained for a period longer than 20 minutes, program staff will obtain the approval of the principal. The approval will be based upon the student's continued agitation during the restraint justifying the need for continued restraint.
 - (d) Program staff will review and consider any known medical or psychological limitations, known or suspected trauma history, and/or behavioral intervention plans regarding the use of physical restraint on an individual student.
 - (e) After the release of a student from a restraint, the Collaborative will review the incident with the student to address the behavior that precipitated the restraint, review the incident with the staff person(s) who administered the restraint to discuss whether proper restraint procedures were followed, and consider whether any follow-up is appropriate for students who witnessed the incident.

Complaints. Complaints by parents or any Collaborative community member regarding the use of physical restraints may be made verbally or in writing to the applicable principal and/or the Collaborative's Executive Director. All such complaints will be thoroughly investigated in a manner deemed appropriate by the Executive Director. Upon completion of such investigation, a determination will be made regarding whether this policy or the relevant restraint laws and regulations have been violated and the Collaborative will take appropriate action.

VI. PHYSICAL RESTRAINT TRAINING

Required Training for all Program Staff. The Collaborative will provide restraint training to all program staff. Each principal shall determine a time and method to provide all program staff with training regarding this policy and requirements when restraint is used. Such training shall occur within the first month of each school year and, for employees hired after the school year begins, within a month of their employment. Training shall include information on the following:

- (a) The role of the student, family, and staff in preventing restraint;
- (b) The Collaborative's restraint prevention and behavior support policy and procedures, including use of time-out as a behavior support strategy distinct from seclusion;
- (c) Interventions that may preclude the need for restraint, including de-escalation of problematic behaviors and other alternatives to restraint in emergency circumstances;
- (d) When behavior presents an emergency that requires physical restraint, the types of permitted physical restraints and related safety considerations, including information regarding the increased risk of injury to a student when any restraint is used, in particular a restraint of extended duration;

- (e) Administering physical restraint in accordance with medical or psychological limitations, known or suspected trauma history, and/or behavioral intervention plans applicable to an individual student; and
- (f) Identification of program staff who have received in-depth training pursuant to 603 CMR 46.03(3) in the use of physical restraint.

In-Depth Staff Training in the Use of Physical Restraint. At the beginning of each school year, the Executive Director will identify program staff who are authorized to serve as a Collaborative-wide resource to assist in ensuring proper administration of physical restraint. Such staff shall participate in in-depth training in the use of physical restraint. Such in-depth training will be competency-based and be at least-sixteen (16) hours in length with at least one refresher training occurring annually thereafter.

In-depth training in the proper administration of physical restraint shall include, but not be limited to:

- (a) Appropriate procedures for preventing the use of physical restraint, including the de-escalation of problematic behavior, relationship building and the use of alternatives to restraint;
- (b) A description and identification of specific dangerous behaviors on the part of students that may lead to the use of physical restraint and methods for evaluating the risk of harm in individual situations in order to determine whether the use of restraint is warranted;
- (c) The simulated experience of administering and receiving physical restraint, instruction regarding the effect(s) on the person restrained, including instruction on monitoring physical signs of distress and obtaining medical assistance;
- (d) Instruction regarding documentation and reporting requirements and investigation of injuries and complaints;
- (e) Demonstration by participants of proficiency in administering physical restraint; and,
- (f) Instruction regarding the impact of physical restraint on the student and family, recognizing the act of restraint has impact, including but not limited to psychological, physiological, and social-emotional effects.

VII. PHYSICAL RESTRAINT REPORTING REQUIREMENTS

The use of physical restraints must be reported as follows:

Informing the Principal. In each instance where a physical restraint is administered, the staff member who administered the restraint shall verbally inform his or her principal of the restraint as soon as possible, and by written report no later than the next school working day. The written report shall be provided to the principal for review of the use of the restraint. If the principal has administered the restraint, the principal shall prepare the report and submit it to the Executive Director for review. The Collaborative shall maintain an on-going record of all reported instances of physical restraint, which shall be made available for review by the applicable parent or the DESE upon request.

Informing Parents. The principal, the Executive Director, or his/her designee shall make reasonable efforts to verbally inform a student's parent of that student's physical restraint within twenty-four (24) hours of the event, and shall notify the parent by written report sent either within three school working days of the restraint to an email address provided by the parent for communications about the student, or by regular mail postmarked no later than three school working days after the restraint. If the Collaborative customarily provides a parent of a student with school-related information in a language other than English, the written restraint report shall be provided to the parent in that language. Parents are afforded the opportunity to comment orally and in writing on the use of the restraint and on information in the written report.

Contents of Report. The written reports described above will include information below. Restraint report forms are attached at end of this policy.

- (a) The name of the student; the names and job titles of the staff who administered the restraint, and observers, if any; the date of the restraint; the time the restraint began and ended; and the name of the principal or designee who was verbally informed following the restraint; and, as applicable, the name of the principal or designee who approved continuation of the restraint beyond 20 minutes.
- (b) A description of the activity in which the restrained student and other students and staff in the same room or vicinity were engaged immediately preceding the use of physical restraint; the behavior that prompted the restraint; the efforts made to prevent escalation of behavior, including the specific de-escalation strategies used; alternatives to restraint that were attempted; and the justification for initiating physical restraint.
- (c) A description of the administration of the restraint including the holds used and reasons such holds were necessary; the student's behavior and reactions during the restraint; how the restraint ended; and documentation of injury to the student and/or staff, if any, during the restraint and any medical care provided.
- (d) Information regarding any further action(s) that the school has taken or may take, including any consequences that may be imposed on the student.
- (e) Information regarding opportunities for the student's parents to discuss with school officials the administration of the restraint, any consequences that may be imposed on the student, and any other related matter.

Weekly Individual Student Review. Collaborative principals shall conduct a weekly review of restraint data to identify students who have been restrained multiple times during the week. If such students are identified, the principal shall convene one or more review teams as the principal deems appropriate to assess the student's progress and needs. The assessment shall include at least the following:

- (a) review and discussion of the written restraint reports submitted and any comments provided by the student and parent about such reports and the use of the restraints;
- (b) analysis of the circumstances leading up to each restraint, including factors such as time of day, day of the week, antecedent events, and individuals involved;

- (c) consideration of factors that may have contributed to escalation of behaviors, consideration of alternatives to restraint, including de-escalation techniques and possible interventions, and such other strategies and decisions as appropriate, with the goal of reducing or eliminating the use of restraint in the future;
- (d) agreement on a written plan of action by the Collaborative.

If the principal directly participated in the restraint, a duly qualified individual designated by the Executive Director shall lead the review team's discussion. The Collaborative shall ensure that a record of each individual student review is maintained and made available for review by the DESE or the parent, upon request.

Monthly Administrative Review. Collaborative principals shall conduct a monthly review of school-wide restraint data. This review shall consider patterns of use of restraints by similarities in the time of day, day of the week, or individuals involved; the number and duration of physical restraints school-wide and for individual students; the duration of restraints; and the number and type of injuries, if any, resulting from the use of restraint. The principal shall determine whether it is necessary or appropriate to modify the school's restraint prevention and management policy, conduct additional program staff training on restraint reduction/prevention strategies, such as training on positive behavioral interventions and supports, or take such other action as necessary or appropriate to reduce or eliminate restraints.

Report of all Restraint-Related Injuries to The DESE. When a physical restraint has resulted in an injury to a student or staff member, the Collaborative shall send a copy of the written report required above to the DESE no later than three school working days of the administration of the restraint. The Collaborative shall also send the DESE a copy of the record of physical restraints maintained by the principal for the 30-day period prior to the date of the reported restraint.

Annual Report of all Physical Restraints to the DESE. The Collaborative will collect and annually report to the DESE data regarding the use of physical restraints in a manner and form directed by the DESE.

Valley Collaborative
REPORTING FORM FOR INCIDENTS OF RESTRAINT
CONFIDENTIAL

Student Restrained: _____

Restraint by: _____

Witnessed by: _____

Reported by: _____

Place of Restraint: _____

Date & Time Restraint Began: _____

Date & Time Restraint Ended: _____

Name of School Principal Who Received Report: _____

Date & Time of Report: _____

Description of activity in which restrained student and other students and staff were engaged immediately preceding the restraint

Description of the behavior that prompted the restraint

Description of the efforts made to de-escalate, including less intrusive restraint alternatives that were attempted.

Justification for initiating the restraint

Description of the administration of the restraint including the holds used and reasons such holds were necessary

Description of the student's behavior and reactions during the restraint and how the restraint ended

Were there any injuries to student(s) and/or staff during restraint? YES NO

If so, identify who was injured and describe the injury and any medical care provided

Nurse / Social Worker Assessment (if applicable)

Reporter's Signature: _____ TITLE: _____

Teacher's Signature: _____

Principal's Signature: _____

PARENT COMMENTS

Parent(s) Name(s): _____

If you have comments regarding this restraint, please provide them below and return a copy of this comment form to your child's principal.

EMPLOYEE HANDBOOK: APPENDIX B

Valley Collaborative

Valley Collaborative Bullying Prevention and Intervention Plan

PRIORITY STATEMENT:

Valley Collaborative's Bullying Prevention and Intervention Plan is a comprehensive approach to addressing bullying and cyber bullying, and each program in the Collaborative is committed to working with students, staff, families, law enforcement agencies, and the community to prevent issues of violence. The following is a Plan for preventing, intervening, and responding to incidents of bullying, cyber bullying, and retaliation. Each program is responsible for the implementation and oversight of the Plan.

We recognize that certain students may be more vulnerable to become targets of bullying, harassment, or teasing based on actual or perceived characteristics, including race, color, religion, ancestry, national origin, sex, socioeconomic status, homelessness, academic status, gender identity or expression, physical appearance, or sensory disability, or by association with a person who has or is perceived to have one or more of these characteristics. The Collaborative will identify specific steps it will take to create a safe, supportive environment for vulnerable populations in the school community, and provide all students with the skills, knowledge, and strategies to prevent or respond to bullying, harassment, or teasing.

I. PROHIBITION AGAINST BULLYING AND RETALIATION

Valley Collaborative will not tolerate any unlawful or disruptive behavior, including any form of bullying, cyber bullying, or retaliation, in our school buildings, on school grounds, on school buses and at school bus stops or in school-related activities. Programs will investigate promptly all reports and complaints of bullying, cyber bullying, and retaliation, and take prompt action to end that behavior and restore the target's sense of safety. Valley Collaborative will support this commitment in all aspects of our school community, including curricula, instructional programs, staff development, extracurricular activities, and parent or guardian involvement. Acts of bullying, which include cyber bullying, are prohibited:

- on school grounds and property immediately adjacent to school grounds, at a school-sponsored or school-related activity, function, or program whether on or off school grounds, at a school bus stop, on a school bus or other vehicle owned, leased, or used by a school district; or through the use of technology or an electronic device owned, leased, or used by a school district, and
- at a location, activity, function, or program that is not school-related through the use of technology or an electronic device that is not owned, leased, or used by a school district, if the acts create a hostile environment at school for the target or witnesses, infringe on their rights at school, or materially and substantially disrupt the education process or the orderly operation of a school.

Retaliation against a person who reports bullying, provides information during an investigation of bullying, or witnesses or has reliable information about bullying is also prohibited. As stated in M.G.L. c. 71, § 37O, nothing in this Plan requires the Collaborative to staff any non-school related activities, functions, or programs.

II. DEFINITIONS

Several of the following definitions are copied directly from M.G.L. c. 71, § 37O, as noted below.

Perpetrator is defined as a student or member of a school staff including, but not limited to, an educator, administrator, school nurse, cafeteria worker, custodian, bus driver, athletic coach, advisor to an extra-curricular activity or paraprofessional who engages in bullying, cyber bullying, or retaliation.

Bullying, as defined in M.G.L. c. 71, § 37O, is the repeated use by one or more students, or member of a school staff including, but not limited to, an educator, administrator, school nurse, cafeteria worker, custodian, bus driver, athletic coach, advisor to an extra-curricular activity or paraprofessional of a written, verbal, or electronic expression or a physical act or gesture or any combination thereof, directed at a target that:

- causes physical or emotional harm to the target or damage to the target's property;
- places the target in reasonable fear of harm to himself or herself or of damage to his or her property;
- creates a hostile environment at school for the target;
- infringes on the rights of the target at school; or
- materially and substantially disrupts the education process or the orderly operation of a school.

Cyber bullying is bullying through the use of technology or electronic devices such as telephones, cell phones, computers, and the Internet. It includes, but is not limited to, email, instant messages, text messages, and Internet postings. See M.G.L. c. 71, § 37O for the legal definition of cyberbullying.

Hostile environment, as defined in M.G.L. c. 71, § 37O, is a situation in which bullying causes the school environment to be permeated with intimidation, ridicule, or insult that is sufficiently severe or pervasive to alter the conditions of a student's education.

Retaliation is any form of intimidation, reprisal, or harassment directed against a student who reports bullying, provides information during an investigation of bullying, or witnesses or has reliable information about bullying.

Staff includes, but is not limited to, educators, administrators, counselors, school nurses, cafeteria workers, custodians, bus drivers, and athletic coaches, advisors to extracurricular activities, support staff, or paraprofessionals.

Target is a student against whom bullying, cyber bullying, or retaliation has been perpetrated. III. TRAINING AND PROFESSIONAL DEVELOPMENT

Valley Collaborative will provide ongoing professional development that will build the skills of all staff members to prevent, identify, and respond to bullying.

A. Annual staff training on the Plan:

Annual training for all school staff on Valley Collaborative's Bullying Prevention and Intervention Plan will include staff responsibilities under the Plan, an overview of the steps that the Principal or his/her designee will follow upon receipt of a report of bullying or retaliation, and an overview of the bullying prevention curricula to be offered at all grades throughout the school building. Staff members hired after the start of the school year are required to participate in school based training during the school year in which they are hired, unless they can demonstrate participation in an acceptable and

comparable program within the last two years.

B. Ongoing professional development:

The goal of professional development is to establish a common understanding of tools necessary for staff to create a school climate that promotes safety, civil communication, and respect for differences. Professional development will build the skills of staff members to prevent, identify, and respond to bullying. As required by M.G.L. c. 71, § 37O, the content of school-wide and professional development will be informed by research and will include information on:

- developmentally (or age-) appropriate strategies to prevent bullying;
- developmentally (or age-) appropriate strategies for immediate, effective interventions to stop bullying incidents;
- information regarding the complex interaction and power differential that can take place between and among an aggressor, target, and witnesses to the bullying;
- research findings on bullying, including information about specific categories of students who have been shown to be particularly at risk for bullying in the school environment;
- information on the incidence and nature of cyberbullying; and
- Internet safety issues as they relate to cyber bullying.

All students attending Valley Collaborative have Individual Education Programs (IEPs). Therefore, professional development will emphasize ways to prevent and respond to bullying or retaliation for students with disabilities that must be considered when developing students' IEPs; this will include a particular focus on the needs of students with autism or students whose disability affects social skills development.

Additional areas identified by the programs for professional development includes

- Promoting and modeling the use of respectful language;
- Fostering an understanding of and respect for diversity and difference;
- Building relationships and communicating with families;
- Constructively managing classroom behaviors;
- Using positive behavioral intervention strategies;
- Applying constructive disciplinary practices;
- Teaching students skills including positive communication, anger management, and empathy for others;
- Engaging students in school or classroom planning and decision-making; and
- Maintaining a safe and caring classroom for all students.

C. Written notice to staff:

Each school will provide all staff with an annual written notice of Valley Collaborative's Bullying Prevention and Intervention Plan by publishing information about it, including sections related to staff responsibilities, in the school employee handbook.

IV. ACCESS TO RESOURCES AND SERVICES

A key aspect of promoting positive school climates is ensuring that the underlying emotional needs of all students are addressed. These students include targets, aggressors or bystanders of bullying or cyber bullying. Schools will also address the emotional needs of these students' families. The Valley Bullying Prevention and Intervention Plan include strategies for providing supports and services necessary to meet these needs. In order to enhance the programs' capacity to prevent, intervene early, and respond effectively to bullying, available services reflect an understanding of the dynamics of bullying and provide approaches to address the needs of targets, aggressors and bystanders. The programs' provide

counseling or referral to appropriate services for students who are aggressors, targets, and family members of those students.

A. Identifying resources:

Counselors, together with building administrators, will work to identify the school's capacity to provide counseling, case management and other services for these students (targets, aggressors, bystanders) and their families. Schools will conduct an annual review of staffing and programs that support the creation of positive school environments, focusing on early interventions and intensive services, and develop recommendations and action steps to fill resource and service gaps. Valley Collaborative works in collaboration with local and state agencies to adopt evidenced based curricula and to provide additional preventative services to students, parents and guardians, and faculty and staff.

B. Counseling and other services:

Valley Collaborative administrators, counselors, nurses and special educators provide a variety of skill-based services to students within the educational setting that include on-going emotional support, risk assessment, crisis intervention, and help with community based counseling referrals when appropriate. The students' Team meets with parents and staff as needed to help address students' academic, emotional and behavioral concerns as collaboratively as possible. School counselors work with administrators to provide linguistically appropriate resources to identified families. School counselors maintain up-to-date information on community based mental health referrals as well as Community Service Agencies (CSAs) within the local vicinity, providing services to Medicaid eligible students. School counselors, BCBAs, and special needs educators work collaboratively to develop behavior plans and social thinking groups for students with social skill weaknesses. In addition, school counselors, school psychologists and special education professionals' will work together to educate and support parents, conduct parent workshops and apprise parents of outside resources to enhance parenting skills and provide for the needs of children.

Below is a list highlighting activities offered at various programs:

- One-on-one and small group counseling
- Crisis intervention
- Facilitating classroom meetings to resolve problems
- School curriculum on issues of respect, sexual harassment and student success skills
- Peer Mediation
- Lunch/friendship groups
- Parent-teacher conferences
- Parent workshops
- Transition planning
- Parent guidance
- Behavioral plan development
- Classroom observations
- Teacher consultation
- Promoting and modeling the use of respectful language
- Fostering an understanding of and respect for diversity and difference
- Building relationships and communicating with families
- Managing classroom behaviors constructively
- Using positive behavioral intervention strategies
- Applying constructive disciplinary practices
- Teaching students skills including positive communication, anger management, and empathy for others
- Engaging students in school or classroom planning and decision-making
- Maintaining a safe and caring classroom for all students

C. Students with disabilities:

As required by M.G.L. c. 71B, § 3, as amended by Chapter 92 of the Acts of 2010, when the IEP Team determines the student has a disability that affects social skills development or the student may participate in or is vulnerable to bullying, harassment, or teasing because of his/her disability, the Team will consider what should be included in the IEP to develop the student's skills and proficiencies to avoid and respond to bullying, harassment, or teasing.

D. Referral to outside services:

The Collaborative will evaluate its current protocol for referring students and families to outside services to ensure relevance to the Valley Bullying Prevention and Intervention Plan, and revise as needed. School counselors and other specialists will use this protocol to help students and families access appropriate and timely services. Referrals must comply with relevant laws and policies.

E. Assessing needs and resources:

At least every four years beginning with the 2015-2016 school year, the Collaborative will administer a Department of Elementary and Secondary Education-developed survey to assess school climate and the prevalence, nature, and severity of bullying in its programs. Additionally, the Collaborative will annually report bullying incident data to the Department.

V. ACADEMIC AND NON-ACADEMIC ACTIVITIES

Valley Collaborative will provide age-appropriate instruction on bullying prevention in each grade that is incorporated into the programs' evidence-based curricula. Effective instruction includes classroom approaches, whole-program initiatives, and focused strategies for bullying prevention and social skills development.

A. Specific bullying prevention approaches:

Bullying prevention curricula is informed by current research which, among other things, emphasizes the following approaches:

- using scripts and role plays to develop skills;
- empowering students to take action by knowing what to do when they witness other students engaged in acts of bullying or retaliation, including seeking adult assistance;
- helping students understand the dynamics of bullying and cyber bullying, including the underlying power imbalance;
- emphasizing cyber safety, including safe and appropriate use of electronic communication technologies;
- enhancing students' skills for engaging in healthy relationships and respectful communications;
- engaging students in a safe, supportive school environment that is respectful of diversity and difference; and
- providing parents and guardians with information regarding the schools' bullying prevention curricula

B. General teaching approaches that support bullying prevention efforts:

The following approaches are integral to establishing a safe and supportive school environment. These underscore the importance of our bullying intervention and prevention initiatives:

- setting clear expectations for students and establishing school and classroom routines;
- creating safe school and classroom environments for all students, including for students with disabilities, lesbian, gay, bisexual, transgender students, and homeless students;
- communicating with parents and guardians regarding the schools' goals and expectations for students and students' safety
- using appropriate and positive responses and reinforcement, even when students require discipline;
- using positive behavioral supports;
- encouraging adults to develop positive relationships with students;
- modeling, teaching, and rewarding pro-social, healthy, and respectful behaviors;
- using positive approaches to behavioral health, including collaborative problem-solving, conflict resolution training, teamwork, and positive behavioral supports that aid in social and emotional development;
- using the Internet safely; and
- supporting students' interest and participation in non-academic and extracurricular activities, particularly in their areas of strength.

VI. POLICIES AND PROCEDURES FOR REPORTING AND RESPONDING TO BULLYING AND RETALIATION

To support efforts to respond promptly and effectively to bullying and retaliation, Valley programs have policies and procedures in place for receiving and responding to reports of bullying or retaliation. These policies and procedures ensure that members of the school community – students, parents, and staff – know what will happen when incidents of bullying occur.

In school systems, harassment may take many forms and cross many lines. The situation may be an instance of staff member to staff member, staff member to student, student to staff member, or student to student.

A. REPORTING

Reports of bullying or retaliation may be made by staff, students, parents or guardians, or others, and may be oral or written. Oral reports made by or to a staff member must be recorded in writing. All employees required to report immediately to the Principal or his/her designee any instance of bullying or retaliation the staff member becomes aware of or witnesses. Reports made by students, parents or guardians, or other non-employees may be made anonymously, however, no disciplinary action can be taken against the perpetrator solely on the basis of an anonymous report. The schools will make reporting resources available to the school community including, but not limited to, the Valley Bullying Prevention and Intervention Incident Reporting Form which is attached in Appendix B.

Use of the Valley Bullying Prevention and Intervention Incident Reporting Form Report is not required as a condition of making a report. Programs will:

1. Include a copy of the Incident Reporting Form in the beginning of the year packets for students and parents or guardians;
2. Make it available in the program's main office, the counseling office, and other locations determined by the Principal or his/her designee;
3. At the beginning of each school year, programs will provide the school community, including administrators, staff, students, and parents or guardians, with written notice of its policies for reporting acts of bullying and retaliation. A description of the reporting procedures and resources, including the name and contact information of the Principal or his/her designee, will be incorporated in student and staff handbooks.

1. Reporting by Staff

A staff member will report immediately to the Principal or his/her designee when he/she witnesses or becomes aware of conduct that may be bullying or retaliation. The requirement to report to the Principal or his/her designee does not limit the authority of the staff member to respond to behavioral or disciplinary incidents consistent with each school's policies and procedures for behavior management and discipline.

2. Reporting by Students, Parents or Guardians, and Others

The school system expects students, parents or guardians, and others who witness or become aware of an instance of bullying or retaliation involving a student to report it to the Principal or his/her designee. Reports may be made anonymously, but no disciplinary action will be taken against an alleged aggressor solely on the basis of an anonymous report. Students, parents or guardians, and others may request assistance from a staff member to complete a written report. Students will be provided practical, safe, private and age-appropriate ways to report and discuss an incident of bullying with a staff member, or with the Principal or his/her designee.

B. RESPONDING

Before fully investigating the allegations of bullying or retaliation, the Principal or his/her designee will take steps to assess the need to restore a sense of safety to the alleged target and/or to protect the alleged target from possible further incidents. There may be circumstances in which the Principal or his/her designee contacts parents or guardians prior to any investigation. Notice will be consistent with state regulations at 603 CMR 49.00. Responses to promote safety may include, but not be limited to, creating a personal safety plan; predetermining seating arrangements for the target and/or the aggressor in the classroom, at lunch, or on the bus; identifying a staff member who will act as a "safe person" for the target; and altering the aggressor's schedule and access to the target. The Principal or his/her designee will take additional steps to promote safety during the course of and after the investigation, as necessary.

The Principal or his/her designee will implement appropriate strategies for protecting from bullying or retaliation a student who has reported bullying or retaliation, a student who has witnessed bullying or retaliation, a student who provides information during an investigation, or a student who has reliable information about a reported act of bullying or retaliation. The confidentiality of students and witnesses reporting alleged acts of bullying will be maintained to the extent possible given the school's obligation to investigate the matter.

1. Obligations to Notify Others

a. Notice to parents or guardians:

Upon determining that bullying or retaliation has occurred, the Principal or his/her designee will promptly notify the parents or guardians of the target and the aggressor of this, and of the procedures for responding to it. Notice will be provided in the primary language of the home and in compliance with confidentiality requirements of the Massachusetts Student Records Regulations, 603 CMR 23.00, and the Federal Family Educational Rights and Privacy Act Regulations, 34 CFR Part 99, as set forth in 603 CMR 49.07.

The principal or designee shall inform the parent or guardian of the target about the Department of Elementary and Secondary Education's problem resolution system and the process for accessing that system, regardless of the outcome of the bullying determination. Any parent wishing to file a claim/concern or seeking assistance outside of the Collaborative may do so

with the Department of Elementary and Secondary Education Program Resolution System (PRS). That information can be found at: <http://www.doe.mass.edu/pqa>, emails can be sent to compliance@doe.mass.edu or individuals can call 781-338-3700.

b. Notice to Another School/District:

If the reported incident involves students from more than one school district, charter school, nonpublic school, approved private special education day or residential school, or collaborative school, the Principal or his/her designee first informed of the incident will promptly notify by telephone the Principal or his/her designee of the other school(s) of the incident so that each school may take appropriate action. All communications will be in accordance with state and federal privacy laws and regulations, and 603 CMR.

c. Notice to Law Enforcement:

At any point after receiving a report of bullying or retaliation, including after an investigation, if the Principal or his/her designee has a reasonable basis to believe that criminal charges may be pursued against the aggressor, the Principal or his/her designee will notify the local law enforcement agency. Notice will be consistent with the requirements of 603 CMR 49.00 and locally established agreements with the local law enforcement agency. Also, if an incident occurs on school grounds and involves a former student under the age of 21 who is no longer enrolled in school, the Principal or his/her designee shall contact the local law enforcement agency if he or she has a reasonable basis to believe that criminal charges may be pursued against the aggressor. In making this determination, the Principal will, consistent with the Plan and with applicable program policies and procedures, consult with local law enforcement and other individuals the Principal or his/her designee deems appropriate.

2. Investigation

The Principal or his/her designee will investigate promptly (within 24 hours) all reports of bullying or retaliation and, in doing so, will consider all available information known, including the nature of the allegation(s) and the ages of the students involved. During the investigation the Principal or his/her designee will, among other things, interview students, staff, witnesses, parents or guardians, and others as necessary. The Principal or his/her designee (or whoever is conducting the investigation) will remind the alleged aggressor, target, and witnesses that retaliation is strictly prohibited and will result in disciplinary action. Interviews will be conducted by the Principal or his/her designee, other staff members as determined by the Principal or his/her designee, and in consultation with the school counselor, as appropriate. To the extent practicable, and given his/her obligation to investigate and address the matter, the Principal or his/her designee will maintain confidentiality during the investigative process. The Principal or his/her designee will maintain a written record of the investigation.

Procedures for investigating reports of bullying and retaliation will be consistent with Collaborative policies and procedures for investigations and for possible disciplinary action. If necessary, the Principal or his/her designee will consult with the Executive Director regarding consultation with legal counsel pertaining to the investigation of the alleged report.

3. Determinations:

The Principal or his/her designee will make a determination based upon all of the facts and circumstances. If, after investigation, bullying or retaliation is substantiated, the Principal or his/her designee will take steps reasonable steps to prevent recurrence and to ensure that the target is not restricted in participating in school or in benefiting from school activities. The Principal or his/her designee will:

- 1) Determine what remedial action is required, if any, and

2) Determine what responsive actions and/or disciplinary action is necessary.

Depending upon the circumstances, the Principal or his/her designee may choose to consult with the students' teacher(s) and/or school counselor, and the target's or aggressor's parents or guardians, to identify any underlying social or emotional issue(s) that may have contributed to the bullying behavior and to assess the level of need for additional social skills development.

The Principal or his/her designee will promptly notify the parents or guardians of the target and the aggressor about the results of the investigation and, if bullying or retaliation is found, what action is being taken to prevent further acts of bullying or retaliation. All notice to parents must comply with applicable state and federal privacy laws and regulations. Because of the legal requirements regarding the confidentiality of student records, the Principal or his/her designee cannot report specific information to the target's parent or guardian about the disciplinary action taken unless it involves a "stay away" order or other directive that the target must be aware of in order to report violations.

4. Responses to Bullying:

Valley Collaborative has incorporated a range of individualized strategies and interventions that may be used in response to remediate a student's skills or to prevent further incidences of bullying and/or retaliation.

a. Teaching Appropriate Behavior through Skills-Building

Upon the Principal or his/her designee determining that bullying or retaliation has occurred, the law requires that the Collaborative use a range of responses that balance the need for accountability with the need to teach appropriate behavior. M.G.L. c. 71, § 37O(d)(v). Skill building approaches that the Principal or his/her designee may consider include:

- Offering individualized skill-building sessions based on the Collaborative's anti-bullying curricula;
- Providing relevant educational activities for individual students or groups of students, in consultation with school counselors and other appropriate school personnel;
- Implementing a range of academic and non-academic positive behavioral supports to help students understand pro-social ways to achieve their goals;
- Meeting with parents and guardians to engage parental support and to reinforce the anti-bullying curricula and social skills building activities at home;
- Adopting behavioral plans to include a focus on developing specific social skills; and making a referral for evaluation.

b. Taking Disciplinary Action

If the Principal or his/her designee decides that disciplinary action is appropriate, the disciplinary action will be determined on the basis of facts found by the Principal or his/her designee, including the nature of the conduct, the age of the student(s) involved, and the need to balance accountability with the teaching of appropriate behavior. Discipline will be consistent with the Valley Bullying Prevention and Intervention Plan and with the program's student handbook.

Discipline procedures for students with disabilities are governed by the federal Individuals with Disabilities Education Improvement Act (IDEA), which should be read in cooperation with state laws regarding student discipline. If the Principal or his/her designee determines that a student knowingly made a false allegation of bullying or retaliation, that student may be subject to disciplinary action consistent with the program's student handbook.

c. Promoting Safety for the Target and Others

The Principal or his/her designee(s) will consider what adjustments, if any, are needed in the school environment to enhance the target's sense of safety and that of others as well. Within a reasonable period of time following the determination and the ordering of remedial and/or disciplinary action, the Principal or his/her designee will contact the target to determine whether there has been a recurrence of the prohibited conduct and whether additional supportive measures are needed. If so, the Principal or his/her designee will work with appropriate school staff to implement them immediately.

VII. COLLABORATION WITH FAMILIES

Valley Collaborative's Bullying Prevention and Intervention Plan includes strategies to engage and collaborate with students' families in order to increase the capacity of each of our programs to prevent and respond to bullying. Resources for families and communication with them are essential aspects of effective collaboration. Provisions for informing parents or guardians about the bullying prevention and intervention curricula used by the schools include:

- 1) How parents and guardians can reinforce the curricula at home and support the Collaborative plan;
- 2) The dynamics of bullying, online safety and cyberbullying.
- 3) Parents and guardians will also be notified in writing each year about the student-related sections of the Collaborative Bullying Prevention and Intervention Plan.

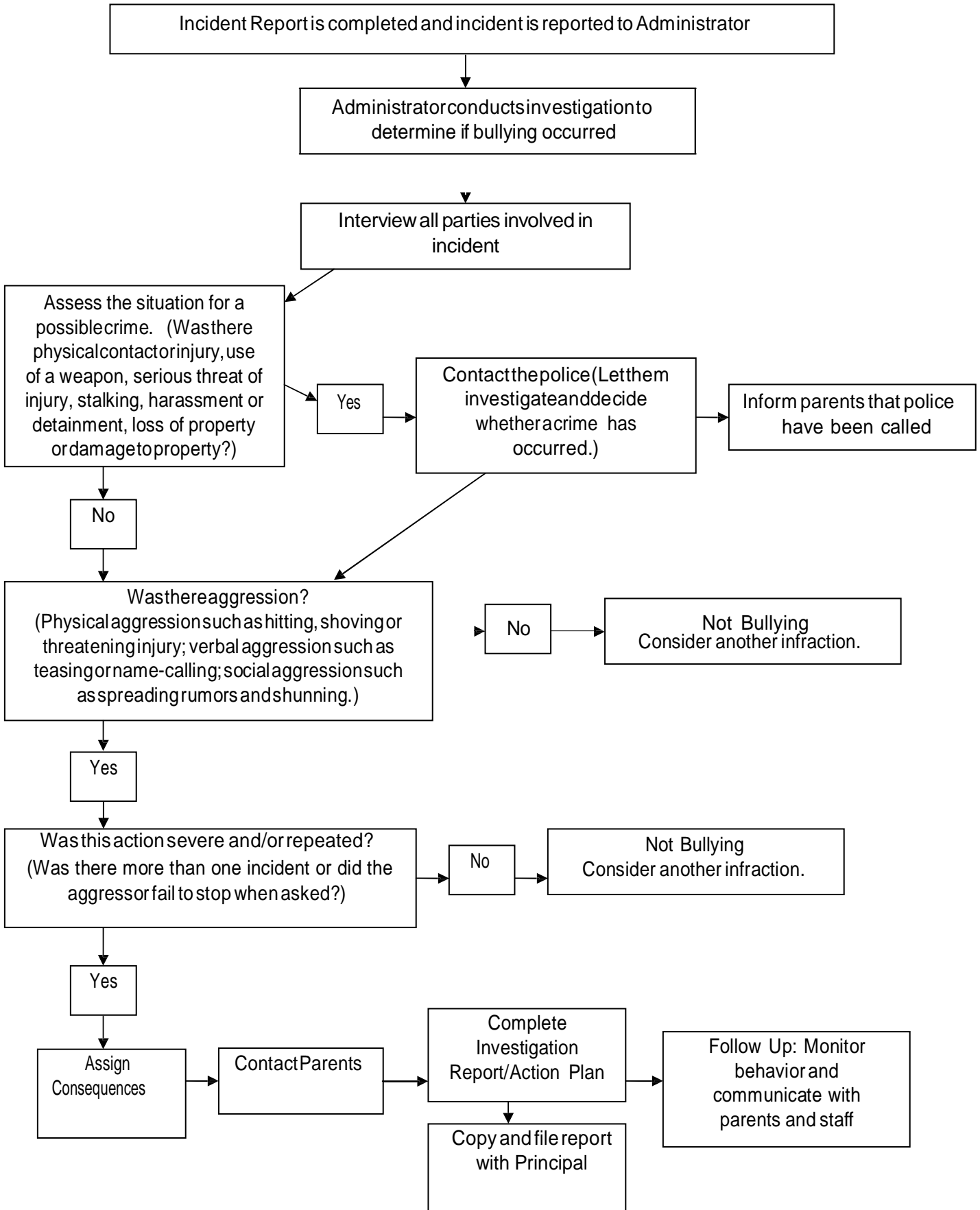
Programs will collaborate with the PAC and/or parent volunteers to create parent resource and information networks. Programs will join with these parent groups to offer education programs for parents and guardians that are focused on the parental components of the anti-bullying curricula and any social competency curricula used by the program(s).

Programs will annually inform parents or guardians of enrolled students about the anti-bullying curricula that are being used. This notice will include information about the dynamics of bullying, including cyber bullying and online safety. The schools will send parents written notice each year about the student related sections of Valley Collaborative's Bullying Prevention and Intervention Plan and Valley Collaborative's Internet Acceptable Use Policy. All notices and information made available to parents or guardians will be in hard copy and/or electronic formats.

VIII. RELATIONSHIP TO OTHER LAWS

Consistent with state and federal laws, and the policies of the Collaborative, no person shall be discriminated against in admission to a public school of any town or in obtaining the advantages, privilege and courses of study of such public school on account of race, color, sex, religion, national origin, or sexual orientation. Nothing in the Valley Bullying Prevention and Intervention Plan prevents the programs or Collaborative from taking action to remediate discrimination or harassment based on a person's membership in a legally protected category under local, state, or federal law, or Collaborative policies. In addition, nothing in the Valley Bullying Prevention and Intervention Plan is designed or intended to limit the authority of the Collaborative to take disciplinary action or other action under M.G.L. c. 71, §§ 37H or 37H½, other applicable laws, or local program or collaborative policies in response to violent, harmful, or disruptive behavior, regardless of whether this Plan covers the behavior.

VALLEY COLLABORATIVE RESPONSE FLOWCHART



For Administrative Use Only

C. Investigation:

Interviewed:

Aggressor Name: _____ Date: _____

Target Name: _____ Date: _____

Witness Name: _____ Date: _____

Witness Name: _____ Date: _____

Witness Name: _____ Date: _____

Any prior documented incidents by the aggressor Yes/No

If yes, have incidents involved same target Yes/No

Summary of Investigation:

D. Conclusions from Investigation

1. Finding of bullying or retaliation: Yes

N

o

2. Does the conduct constitute discrimination or harassment in violation of other applicable state and/or federal laws? (Is the target a member of a protected class?)

Yes

No

3. Contacts:

Parent/Legal Guardian of target notified? Yes/No Name: _____ Date: _____

Parent/Legal Guardian of aggressor notified? Yes/No Name: _____ Date: _____

Other agencies notified (specify):

_____ Date: _____

_____ Date: _____

_____ Date: _____

4. Disciplinary Action taken

5. Further action/plan required



Valley Collaborative

Adult Services

25 Linnell Circle, Billerica MA 01821 * Tel: (978)-528-7800 * <http://www.valleycollaborative.org>

Workplace Violence Prevention and Crisis Response Plan

- Valley Collaborative Employees working in adult services should immediately report any act of workplace violence to a principal.
- An incident report will be completed by the principal detailing the names of the involved parties, the date and location of the incident, a description of the incident, and the nature of any injuries suffered. Staff and consumer interviews will also be conducted.
- The Valley Collaborative Workplace Violence Prevention and Crisis Committee will meet to determine the appropriate response and follow up measures that need to be implemented.
- The Valley Collaborative Workplace Violence and Crisis Committee includes consists of the following staff members:

Heather Valcanas	Program Manager	(978) 528 - 7892
Sean Curran	Program Supervisor	(978) 528 - 7807
Pat Evans	Program Supervisor	(978) 528 - 7728
Darren Goad	Program Supervisor	(978) 528 – 7837

- Consumers needing additional support will meet with their Human Rights Officers; Heather Valcanas or Pat Evans.
- Staff needing additional support will meet with the Program Manager; Heather Valcanas.
- Any use of work time or workplace facilities to commit or threaten to commit acts of workplace violence is cause for discipline up to and including termination of employment or contract.
- Retaliation is prohibited against anyone who reports an incident of workplace violence.
- Except as requested pursuant to 101 CMR 19.07, all records created under 101 CMR 19.04(1)(b) are confidential to the extent permitted by law.

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EMPLOYEE HANDBOOK: APPENDIX E

Acknowledgement of Receipt of Employee Handbook and Understanding of At-Will Employment Status

I have received a copy of the Valley Collaborative’s (the “Collaborative”) Employee Handbook (the “Handbook”) and understand that it is my responsibility to read the Handbook completely and thoroughly and to become familiar with its provisions. I understand that violation of or failure to comply with the standards and policies outlined in the Handbook will be grounds for corrective action up to and including termination.

The Handbook is not a contract of employment, either expressed or implied. I understand that I am an at-will employee of the Collaborative, and that either I or the Collaborative may terminate my employment at any time, with or without cause or advance notice. I understand that this at-will employment relationship cannot be changed or altered by any statement, promise, policy, course of conduct, or manual, including the Handbook, except by a writing signed by me and the Executive Director of the Collaborative that explicitly creates an employment contract or a promise of employment for a specific period of time.

I understand that the Collaborative reserves the right to modify, suspend, interpret, cancel in whole or in part, at any time, with or without notice, any personnel policies, whether contained in this Handbook or otherwise.

If I have any questions about the meaning or significance of any of the provisions in the Handbook, I understand that I should speak to my principal, supervisor, or the Human Resources Department.

Signature: _____

Print Name: _____

Date: _____

