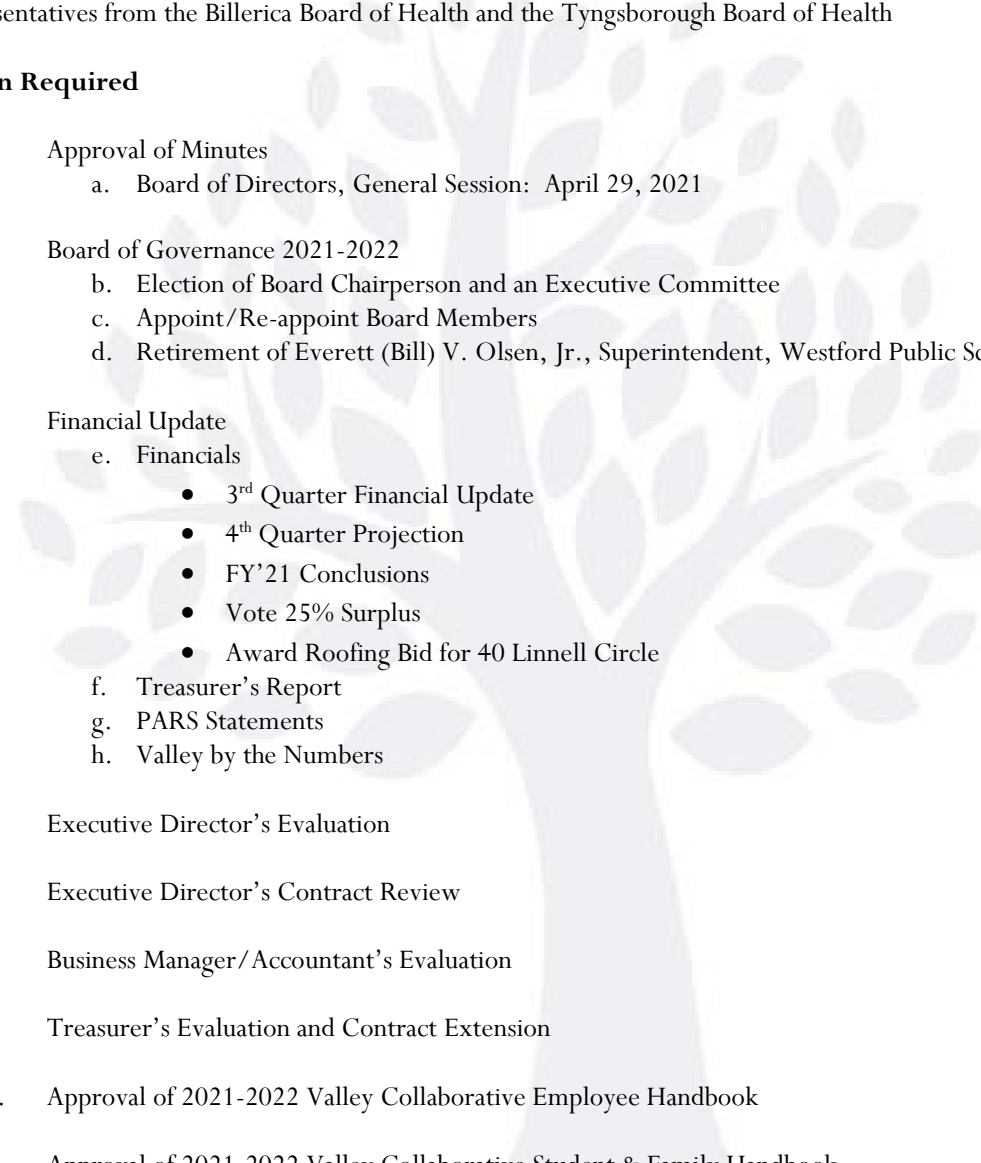


**Valley Collaborative
Board of Directors Meeting
25 Linnell Circle, Billerica, Massachusetts
Thursday, June 10, 2021 ▪ 10:00 a.m.**

Welcome Guests

Dr. Anthony Bent, Consultant for M.A.S.S. Association of School Superintendents
Dr. Lori Likis, Principal Consultant, Creative Coaching for School Improvement
Nurse Jessica Scalzi, Recipient of the Annual Dr. Anthony Bent Leadership Award
Luis Algarin, Valley's Recipient of the Everett V. Olsen, Jr. Award for Highest Academic Honors
Representatives from the Billerica Board of Health and the Tyngsborough Board of Health

Action Required

- 
- I. Approval of Minutes
 - a. Board of Directors, General Session: April 29, 2021
 - II. Board of Governance 2021-2022
 - b. Election of Board Chairperson and an Executive Committee
 - c. Appoint/Re-appoint Board Members
 - d. Retirement of Everett (Bill) V. Olsen, Jr., Superintendent, Westford Public Schools
 - III. Financial Update
 - e. Financials
 - 3rd Quarter Financial Update
 - 4th Quarter Projection
 - FY'21 Conclusions
 - Vote 25% Surplus
 - Award Roofing Bid for 40 Linnell Circle
 - f. Treasurer's Report
 - g. PARS Statements
 - h. Valley by the Numbers
 - IV. Executive Director's Evaluation
 - V. Executive Director's Contract Review
 - VI. Business Manager/Accountant's Evaluation
 - VII. Treasurer's Evaluation and Contract Extension
 - VIII. Approval of 2021-2022 Valley Collaborative Employee Handbook
 - IX. Approval of 2021-2022 Valley Collaborative Student & Family Handbook
 - X. Executive Session: To consider the purchase, exchange, lease or value of real property (i) Middlesex Retirement Board Lease Agreement and (ii) O Suburban Park, Billerica, Massachusetts

**Valley Collaborative
Board of Directors Meeting
25 Linnell Circle, Billerica, Massachusetts
Thursday, June 10, 2021 ▪ 10:00 a.m.**

No Action Required

- XI. Making a Difference Awards
 - i. The Everett V. Olsen, Jr. Award for Highest Academic Honors Presentation
 - j. The Annual Dr. Anthony Bent Leadership Award Presentation
 - k. Community Leaders Presentation
 - Billerica Board of Health
 - Tyngsborough Board of Health
 - l. Student, Individual and Staff of the Year Award Presentation
 - m. Valley's 2021 Retiree Presentation
- XII. DESE Coordinated Program Review and English Language Learners Audit
- XIII. Valley Collaborative District 2-Year Bridge Improvement Plan Update –
Dr. Lori Likis, Principal Consultant
- XIV. COVID-19 Update
- XV. Human Resources Update
- XVI. Communications
 - DDS Grant
 - School Monthly Updates
 - n. Elementary School Updates
 - o. Alternative Programming Middle School and Transitional High School Updates
 - p. Transitional Programming Middle School and Transitional High School Updates
 - q. Adult Program Updates
 - r. Literacy Update
 - Community and Staff Relations
 - s. Staff Appreciation Email Response
 - t. Staff Email Responses to Newsletter
 - u. Valley's Spring 2021 Newsletter
 - v. Valley's Summer 2021 Newsletter



Central Administration Office

25 Linnell Circle, Billerica MA 01821 * Tel: (978)528-7826 * <http://www.valleycollaborative.org>

MEMORANDUM

To: Valley Collaborative Board of Directors
From: Dr. Chris A. Scott, Executive Director
Date: June 10, 2021
Re: Approval of Minutes

Attached please find the following minutes:

- a. Board of Directors Meeting, General Session Minutes: April 29, 2021

Required Action:

Vote to approve the minutes:

- a. Board of Directors Meeting, General Session Minutes: April 29, 2021

Attachments:

Board of Directors Meeting, General Session Minutes: April 29, 2021

**Valley Collaborative Board of Directors
General Session Meeting Minutes
April 29, 2021
10:00 a.m. – 10:41 a.m.
25 Linnell Circle, Billerica, MA**

Board Members Present: Mr. Timothy Piwowar, Dr. Michael Flanagan, Mr. Steven Stone, Dr. Jay Lang, Dr. Denise Pigeon, Mr. Christopher Malone, Dr. Laura Chesson, Mr. Everett Olsen, Mr. Brad Morgan

Board Members Absent: None

Collaborative Representatives Present: Dr. Chris Scott, Executive Director; Mr. James George, Collaborative Accountant; Ms. Heidi Kriger, Treasurer; Jessica Scalzi, Collaborative Lead Nurse; Glenn Costello, Assistant Principal

Also Present: Thomas Lent, Marathas Barrow Weatherhead Lent LLP

Call to Order: Mr. Timothy Piwowar, Chairman, convened the Collaborative Board Meeting at 10:00 a.m.

Mr. Piwowar welcomed all in attendance and stated for the record that the meeting is being held remotely via Zoom due to the ongoing restrictions and limitations related to COVID-19.

Financial Update

Executive Director's Report

Dr. Scott directed the Board to her financial update memo contained within the Board meeting materials. Dr. Scott reviewed the revenues, expenses, budget and enrollment. Dr. Scott explained that historically, the fourth quarter is the Collaborative's strongest and that despite the COVID-19 restrictions and measures, she anticipates that the quarter will not be an exception. Dr. Scott reviewed with the Board the current anticipated surplus funds based on calculations and current projections. The Board discussed.

On a motion made by Mr. Steven Stone and seconded by Mr. Everett Olsen, a quorum of voters being present, it was voted by roll call vote:

VOTED: That the Board of Directors hereby authorizes the distribution of \$1,000,000 in surplus funds to its member districts based on the methodology previously agreed upon by the Board, specifically an allocation based on the FY2021 tuitions payments to the Collaborative, with such distribution being in the form of either a tuition credit to the member district school committee or cash

payment to the member district town, as to be determined by the respective member district.

The vote was 9-0. Yes: Mr. Everett Olsen, Mr. Timothy Piwowar, Mr. Steven Stone, Dr. Michael Flanagan, Dr. Jay Lang, Dr. Denise Pigeon, Mr. Christopher Malone, Dr. Laura Chesson, Mr. Brad Morgan

Treasurer's Report

Ms. Heidi Kriger, the Collaborative Treasurer, provided the Board with her report which covered the months January 2021 through March 2021. Ms. Kriger provided a verbal summary of her report, including available balances, transfers, withdrawals, interest income and ending balances. She also reviewed the OPEB Trust financial information and balances and PARS statements. A written summary report was contained within the Board materials. Ms. Kriger also indicated that a new three-year agreement was entered with PARS relating to the OPEB Trust through 2024. There was no further discussion.

On a motion made by Mr. Everett Olsen and seconded by Mr. Steven Stone, a quorum of voters being present, with amendments as noted by Ms. Kriger, it was voted by roll call vote:

VOTED: That the Board of Directors accepts the report of the Collaborative Treasurer, as presented at this meeting, and requests that a copy of the report be filed and maintained at the Collaborative.

The vote was 9-0. Yes: Mr. Timothy Piwowar, Dr. Michael Flanagan, Mr. Steven Stone, Dr. Jay Lang, Dr. Denise Pigeon, Mr. Christopher Malone, Dr. Laura Chesson, Mr. Everett Olsen, Mr. Brad Morgan

[Mr. Brad Morgan left the meeting]

Valley Collaborative Lease Agreement – Authorization to Award Bid and Finalize Lease

Dr. Scott directed the Board to the memorandum within the Board materials that reviewed the procurement process for office space to accommodate the adult services programs with the Massachusetts Rehabilitation Commission and Department of Developmental Services. Dr. Scott explained that there was only one (1) proposal in response to the Collaborative's request for proposal, which Dr. Scott reviewed the history. Dr. Scott indicated that overall the Collaborative was pleased with this proposal as it generally meets the needs of the Collaborative, maintains the current rental rates and provides for options to extend which provides the Collaborative flexibility. She seeks to finalize the details within a lease agreement. There was no further discussion.

On a motion made by Mr. Everett Olsen and seconded by Mr. Steven Stone, a quorum of voters being present, it was voted by roll call vote:

VOTED: That the Board of Directors authorizes the Executive Director, to approve, finalize and deliver, on behalf of the Board of Directors, a lease agreement for space for the Adult Services Program with MacCormack Properties, LLC, under the substantive terms and conditions, including rental rates, presented at this meeting, and further authorizes the Executive Director to execute such lease agreement on behalf of the Board of Directors.

The vote was 8-0. Yes: Mr. Everett Olsen, Mr. Timothy Piwovar, Mr. Steven Stone, Dr. Michael Flanagan, Dr. Jay Lang, Dr. Denise Pigeon, Mr. Christopher Malone, Dr. Laura Chesson. Mr. Brad Morgan was absent for the vote.

Approval of Minutes

Mr. Timothy Piwovar requested the Board to review the meeting minutes made available for review and asked for a motion relating to the minutes.

On a motion made by Dr. Michael Flanagan and seconded by Dr. Denise Pigeon, a quorum of voters being present, it was voted by roll call vote:

VOTED: To approve the General Session Meeting Minutes for the Board of Directors dated December 3, 2020.

The vote was 6-0-3. Yes: Mr. Everett Olsen, Mr. Timothy Piwovar, Mr. Steven Stone, Dr. Michael Flanagan, Dr. Jay Lang, Dr. Denise Pigeon. Abstained: Mr. Christopher Malone, Dr. Laura Chesson. Mr. Brad Morgan was absent for the vote.

Member Districts Hiring Valley Collaborative Staff During School Year

Dr. Scott reviewed her memorandum with the Board regarding the complexities of current staffing and the hiring away from Collaborative by Member Districts directly. The Board discussed.

School Safety Committee Update

Dr. Scott and Mr. Glenn Costello reviewed the recent risk assessment of Valley Middle School and Valley Transitional High School located at 40 Linnell Circle, Billerica. Mr. Costello presented a summary of the findings and directed the Board to the presentation materials. The Board discussed.

[Mr. Brad Morgan returned to the meeting]

Covid-19 Update

Dr. Scott and Lead Nurse Jessica Scalzi provided the Board with a Covid-19 update as to the Collaborative, including vaccinations and positive cases and ongoing efforts within the

Collaborative to address related issues. The Board expressed its appreciation for the effort and attention to the Covid-19 issues. There was no further discussion.

Communications

Dr. Scott directed the Board to the communications contained within the Board materials. There was no further discussion.

On a motion made by Dr. Michael Flanagan and seconded by Mr. Steven Stone, a quorum of voters being present, it was voted by roll call vote:

VOTED: To adjourn the Board meeting.

The vote was 9-0. Yes: Mr. Timothy Piwowar, Dr. Michael Flanagan, Mr. Steven Stone, Dr. Jay Lang, Dr. Denise Pigeon, Mr. Christopher Malone, Dr. Laura Chesson, Mr. Everett Olsen, Mr. Brad Morgan

Mr. Timothy Piwowar adjourned the Collaborative Board Meeting at 10:41 a.m.

LIST OF DOCUMENTS USED, DISTRIBUTED AND REVIEWED AT THIS MEETING:

- School Year 2020-2021 Electronic Board Binder for Board Meeting, April 29, 2021

Respectfully Submitted,

Mr. Timothy Piwowar, Chairman

Dated: _____



Central Administration Office

25 Linnell Circle, Billerica MA 01821 * Tel: (978)-528-7826 * <http://www.valleycollaborative.org>

MEMORANDUM

To: Valley Collaborative Board of Directors
From: Dr. Chris A. Scott, Executive Director
Date: June 10, 2021
Re: Election of Board Chairperson and an Executive Committee

Annually during the final scheduled meeting of the school year, the Board organizes itself by electing a Chairperson and any other Board positions deemed appropriate by the Board. The Chairperson, with the majority vote of the Board, may appoint such committees and subcommittees of the Board. The Board should, therefore, elect a Chairperson and an Executive Committee.

Required Action:

Vote to elect a Board Chairperson and an Executive Committee

Attachments:

None



Central Administration Office

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MEMORANDUM

To: Valley Collaborative Board of Directors
From: Dr. Chris A. Scott, Executive Director
Date: June 10, 2021
Re: Appoint/Re-appoint Board Members

Board Member Appointment Forms have been e-mailed to each of the Districts to be approved and signed by the School Committee Chairpersons.

Required Action:

None

Attachments:

None



Central Administration Office

25 Linnell Circle, Billerica MA 01821 * Tel: (978)528-7826 * <http://www.valleycollaborative.org>

MEMORANDUM

To: Valley Collaborative Board of Directors
From: Dr. Chris A. Scott, Executive Director
Date: June 10, 2021
Re: Retirement of Everett (Bill) V. Olsen, Jr., Superintendent, Westford Public Schools

Valley Collaborative would like to thank Bill Olsen for over 50 years of service in public education and the leadership he faithfully provided to ensure the successful transfer of Valley Collaborative.

Required Action:

None

Attachments:

Retirement Letter

EVERETT V. OLSEN, Jr., MBA
Superintendent of Schools

KERRY CLERY, E.D.
Assistant Superintendent of
Curriculum & Instruction



COURTNEY L. MORAN, M.Ed.
Director of Pupil Services

JEANNE SAVOIE
Director of School Finance, Interim

**Westford Public Schools
Administrative Offices**

23 Depot St. • Westford, Massachusetts 01886
www.westfordk12.us • (978) 692-5560 • FAX (978) 392-4497

April 28, 2021

Valley Collaborative Board of Directors
40 Linnell Circle
Billerica, MA 01821

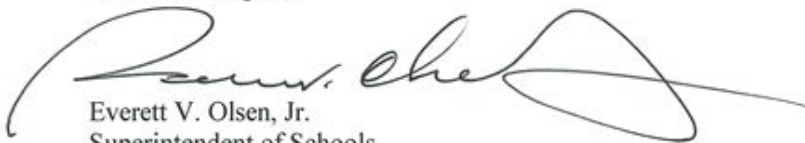
RE: Valley Collaborative Board of Director Resignation

After a 50-year career in education, it is with sadness that I submit this letter of resignation from the Valley Collaborative Board of Directors.

It has been a privilege to serve on the Board of Directors of such an outstanding school. Serving students who possess special abilities is the most honorable work in education. I am proud of our hire of Chris Scott as Superintendent. Her leadership, passion, dedication and integrity have made such an extraordinary difference in the lives of children. It has been an honor to work with Chris and all of you, a Board of superintendents who represent the highest degree of competence and integrity.

I wish you well and thank you for all that you do.

With warm regards,



Everett V. Olsen, Jr.
Superintendent of Schools



Central Administration Office

25 Linnell Circle, Billerica MA 01821 * Tel: (978)528-7826 * <http://www.valleycollaborative.org>

MEMORANDUM

To: Valley Collaborative Board of Directors
From: Dr. Chris A. Scott, Ph.D. Executive Director
James George, CPA, CVA, JD, Business Manager/Accountant
Date: June 10, 2021
Re: 3rd Quarter Financial Update
April FY'21 Financial Update
Year End Projection

As of April 30, 2021 (164 of 200 days – 82%), Valley closed favorable with revenues on target at 84.8% and expenses at 78%.

Projections for the end of the year are better than our amended budget. This is due to the following factors.

- Tuition revenue is projected to be higher by approximately \$289,000. This increase is due to us adding students after the amended budget was created.
- State contract revenue is projected to be higher by \$537,000.
- Total projected expenses for the year came in within \$37,000 from our amended budget.

The total net income is projected to be \$1,240,134, which is \$968,000 higher than the original budget.

Based on the current year projection, the cumulative surplus calculation for FY 2021 shows that Valley will need to return \$2 million to our member districts. The board already voted to return \$1,000,000 to the member districts in our April board meeting, and therefore we are recommending that the board vote to return an additional \$1,000,000 to its member districts.

Valley also applied for and received the following DESE grants:

IDEA Special Education Program Improvement Grant - \$13,104.00

State Coronavirus Prevention Fund Program - \$18,862.50

Required Action:

Vote to return \$1,000,000 back to the member districts

Attachments:

Updated Projection Report
Income Statement
Profit and Loss by Program
Balance Sheet
Surplus Distribution

Projected Distribution of Surplus Funds

Projected Distribution of Surplus Funds for FY2021						
at June 10, 2021						
				Projected		Percentage of
	Summer	School Year	Total	Percentage	Estimated	Tuition Estimated
Member District	Tuition	Tuition	Fiscal Year Tuition	of Total	Return	To Be Returned*
Billerica Public Schools	98,712	731,365	830,077	12.59%	251,856.36	30.34%
Chelmsford Public Schools	169,106	1,588,843	1,757,948	26.67%	533,385.03	30.34%
Dracut Public Schools	145,751	885,225	1,030,976	15.64%	312,811.78	30.34%
Groton-Dunstable Regional School District	12,570	166,037	178,607	2.71%	54,191.76	30.34%
Nashoba Valley Technical High School	-	-	-	0.00%	-	30.34%
North Middlesex Regional School District	85,346	634,937	720,284	10.93%	218,543.69	30.34%
Tewksbury Public Schools	114,552	818,086	932,638	14.15%	282,974.73	30.34%
Tyngsborough Public Schools	44,292	406,914	451,206	6.85%	136,902.00	30.34%
Westford Public Schools	86,618	603,315	689,932	10.47%	209,334.65	30.34%
Grand Total	756,946	5,834,722	6,591,667	100.00%	2,000,000.00	30.34%

Valley Collaborative
Interim Statement of Net Assets
For the Period Ended April 30, 2021

UNAUDITED	
ASSETS	
Current Assets	
Cash and Cash Equivalents	\$ 4,648,009
Restricted Investments - OPEB	5,006,641
Accounts Receivable, Net	4,023,741
Prepaid Expenses and Other Assets	37,050
Cash Held for Member Districts	295,947
Total Current Assets	<u>14,011,388</u>
Non-Current Assets	
Land & Building	5,589,898
Furniture, Equipment, and Leasehold Improvements,	
Net of Depreciation	2,363,608
Construction in Progress	-
Total Non-Current Assets	<u>7,953,506</u>
TOTAL ASSETS	<u><u>\$ 21,964,894</u></u>
LIABILITIES AND NET ASSETS	
Current Liabilities	
Accounts Payable and Accrued Liabilities	\$ 867,712
Other Liabilities	2,279,347
Member District Accounts (Settlement)	295,947
Total Current Liabilities	<u>3,443,006</u>
Total Liabilities	<u>3,443,006</u>
Net Assets	
Operating - Unrestricted	5,612,797
Restricted - Student Activities	21,154
Reserved - OPEB Trust	2,754,226
Reserved - Capital	1,700,000
Invested in Capital Assets, Net of Related Debt	8,433,711
Total Net Assets	<u>18,521,888</u>
TOTAL LIABILITIES AND NET ASSETS	<u><u>\$ 21,964,894</u></u>
	-

Substantially all disclosures and the Statement of Cash Flows required by GAAP are omitted.
No assurance is provided on these financial statements.

Valley Collaborative
Interim Statement of Revenues, Expenses and Changes in Net Assets
For the Period Ending April 30, 2021
164 of 200 (82%) School Days

UNAUDITED			
	ORIGINAL BUDGET	ACTUAL	
REVENUES			
Services	\$ 15,841,829	\$ 12,996,748	
State Contracts	2,100,000	2,183,017	
Other	200,000	226,431	
Interest	20,000	1,779	
Total Revenues	18,161,829	15,407,975	84.84%
EXPENSES			
Salaries	11,619,363	9,385,414	
Employee Benefits	2,383,214	1,809,635	
Operating Expenses	2,050,100	1,425,541	
Leases & Rentals	437,098	422,951	
Depreciation	725,000	382,047	
Total Expenses	17,214,775	13,425,588	77.99%
Change in Net Assets - Operating	\$ 947,054	\$ 1,982,387	
Non Operating Activities			
Return to Member Districts	-		
Non-Operating Expenses (1)	(675,000)	(480,205)	
Change in Net Assets	\$ 272,054	\$ 1,502,182	

Substantially all disclosures and the Statement of Cash Flows required by GAAP are omitted. No assurance is provided on these financial statements.

Valley Collaborative
Projection for FY 2021
6/30/2021

	UNAUDITED			
	ACTUAL FY 20	ORIGINAL 21 BUDGET	AMENDED 21 BUDGET	PROJECTION FY 21
REVENUES				
Services	\$ 17,252,458	\$ 17,484,445	\$ 15,841,829	\$ 16,130,998
State Contracts	2,927,148	2,800,000	2,100,000	2,637,000
Other	552,304	600,000	200,000	265,000
Interest	28,958	20,000	20,000	2,037
Total Revenues	20,760,868	20,904,445	18,161,829	19,035,035
EXPENSES				
Salaries	12,519,586	13,924,350	11,619,363	11,595,939
Employee Benefits	2,213,195	2,625,873	2,383,214	2,590,474
Operating Expenses	1,898,735	2,287,550	2,050,100	1,902,419
Leases & Rentals	432,222	437,098	437,098	438,170
Depreciation	764,095	725,000	725,000	725,000
Total Expenses	17,827,833	19,999,871	17,214,775	17,252,002
Change in Net Assets - Operating	\$ 2,933,035	\$ 904,574	\$ 947,054	\$ 1,783,033
Non Operating Activities				
Return to Member Districts			-	
Non-Operating Expenses (1)	-	(575,000)	(675,000)	(542,899)
Change in Net Assets	\$ 2,933,035	\$ 329,574	\$ 272,054	\$ 1,240,134

Substantially all disclosures and the Statement of Cash Flows required by GAAP are omitted. No assurance is provided on these financial statements.

Profit and Loss by Program

April 30, 2021
164 of 200 Days

	100	200	400	712	660	450	665	500	101 MRC	102 MRC	
	Central Admin	HS Site 3	HS Site 2	Middle School	Elementary	Therapy	Home Services	DDS	Education & Training	Supportive Work	Total
REVENUES											
Services	\$ -	\$ 4,396,017	\$ 2,499,620	\$ 1,927,699	\$ 4,152,228	\$ 21,184	\$ -	\$ -	\$ -	\$ -	\$ 12,996,748
State Contracts	-	-	-	-	-	-	-	1,867,990	205,138	109,889	2,183,017
Other	64,924	1,675	-	-	2,703	2,565	13,553	141,011	-	-	226,431
Interest	1,779	-	-	-	-	-	-	-	-	-	1,779
Total Revenues	66,703	4,397,692	2,499,620	1,927,699	4,154,931	23,749	13,553	2,009,001	205,138	109,889	15,407,975
EXPENSES											
Salaries	798,706	2,496,738	1,319,208	1,130,231	2,515,856	11,365	96	907,167	136,473	69,574	9,385,414
Employee Benefits	602,061	290,362	154,945	129,016	291,837	181,413	-	160,001	-	-	1,809,635
Operating Expenses	674,832	248,151	115,957	97,056	199,279	1,576	68	74,292	10,365	3,965	1,425,541
Leases & Rentals	29,673	-	5,652	-	255,950	-	-	105,976	20,560	5,140	422,951
Depreciation	49,401	128,971	101,722	30,941	34,300	3,278	320	51,384	2,695	149	382,047
Total Expenses	2,154,673	3,164,222	1,697,484	1,387,244	3,297,222	197,632	484	1,298,820	170,093	78,828	13,425,588
Net Income Before Admin Allocation	(2,087,970)	1,233,470	802,136	540,455	857,709	(173,883)	13,069	710,181	35,045	31,061	1,982,387
Admin Allocation	(2,087,970)	603,938	323,989	264,776	629,323	37,721	92	194,823	25,514	11,824	(0)
Operating Net Income	\$ -	\$ 629,532	\$ 478,147	\$ 275,679	\$ 228,386	\$ (211,604)	\$ 12,977	\$ 515,358	\$ 9,531	\$ 19,237	\$ 1,982,387

Valley Collaborative**Cumulative Surplus Calculation - FY 21****As of May 31, 2021**

(A)	Voted Cumulative Surplus as of June 30, 2020	5,005,919
(B)	Amount of (A) used to replenish capital projects fund	-
	Amount of (A) returned to member districts	(600,000)
(c)	Unexpended FY 21 General Funds	1,881,801
(D)	Cumulative Surplus as of 6/30/21	6,287,720
(E)	FY 21 Total General Fund Expenditures	17,069,901
(F)	Cumulative Surplus Percentage	37%
	Estimated Amount of Excess Cumulative Surplus as of June 30, 2021	<u><u>2,020,245</u></u>



Central Administration Office

25 Linnell Circle, Billerica MA 01821 * Tel: (978)528-7826 * <http://www.valleycollaborative.org>

MEMORANDUM

To: Valley Collaborative Board of Directors
From: Dr. Chris A. Scott, Executive Director
James George, Business Manager/Accountant
Date: June 10, 2021
Re: Award Roofing Bid for 40 Linnell Circle

On May 14, 2021 Valley Collaborative advertised an IFB (Invitation For Bid) for the Removal of Old and Replacement of New Roofing Material for the entire building at 40 Linnell Circle in Billerica. Written proposals were accepted until 10:00 a.m. on Monday, June 7, 2021 at which time the bids were opened. There was one observer from Stanley Roofing present for the Bid Opening. The winning proposal was from Rockwell Roofing in the amount of \$234,000.

We considered the following factors in awarding our contract:

- The lowest bidder (Rockwell Roofing) had a complete bid, meeting all of the requirements we requested. Rockwell Roofing did a site visit in which he viewed the roof and had an understanding of the work to be performed. In addition, while they were the lowest bidder, the price seems reasonable as the lowest three bidders were all within 10% of each other's price.
- The second lowest bidder did not include the required DCAMM Certification and therefore was not considered.
- The third and fourth lowest bidder did not come out to view the roof, and therefore we believe that it is more likely that they may have change orders as they may not understand the complete scope of the work.
- The remaining bidders were all \$60,000 or more higher and therefore were not considered.

Required Action:

Vote to accept a bid

Attachments:

Rockwell Roofing Proposal
IFB Evaluation

ROCKWELL ROOFING, INC.

44 Pond Street; Leominster, MA 01453 Phone: 978-537-7825 Fax: 978-537-4132

PROPOSAL

PROJECT:	Valley Collaborative Roof removal and replacement 40 Linnell Circle Billerica, MA 01821	DATE:	06/07/2021	PAGE	1	OF	1
Submitted To:	Valley Collaborative Business Office 25 Linnell Circle Billerica, MA 01821	CONTACT	Robert D. Barry bob@rockwellroofing.com				
<p>We propose to furnish labor and materials to perform roof removal and replacement at Valley Collaborative in Billerica, MA per the Scope of Work listed on Appendix A attached to this Proposal Form.</p>							
						BASE BID CONTRACT PRICE	\$234,000.00
Acknowledgement of Addenda		None		Sales Tax Included		No	
QUALIFICATIONS AND EXPERIENCE							
<ol style="list-style-type: none"> 1. Rockwell Roofing, Inc. has attached a Certificate of Eligibility and Update Statement 2. Rockwell Roofing, Inc. has attached a Bid Bond 							
						 Submitted By: David M Barry	

APPENDIX A

Scope of Work



The following items are expected to be performed as part of the scope of services of replacing the roof at 40 Linnell Circle. The roof measures 145 feet wide and 205 feet long and will conform to the following items:

- Remove all roofing material, gravel and insulation material down to first roof.
- Fasten down 1" foam insulation with an "R" Factor of 6.
- Install wood nailer to height of insulation.
- Recover with a membrane fully adhered according to the manufacturer's specifications.
- All flashings and edgework to be done to manufacturers specifications, including pipe boots when needed.
- Install new edge metal.
- Clean up and remove all outside job-related debris, being careful to keep jobsite orderly and safe.
- A final cleanup will be done at the completion.
- Provide a standard manufacturer's warranty.
- Provide building permit if needed.



ROCKWELL ROOFING, INC.

44 Pond Street Leominster, MA 01453 Phone: 978-537-7825 Fax: 978-537-4132

CERTIFICATE OF VOTE

At a meeting of the Board of Directors of Rockwell Roofing, Inc. a Corporation in the State of Massachusetts, duly called and held on January 4, 2021 at 44 Pond Street, Leominster, Massachusetts at which a quorum was present and acting throughout, the following vote was duly adopted:

VOTED: That David M. Barry, the President of the Corporation, be and hereby is duly authorized to affix the corporate seal, sign and deliver any and all documents in the name of and on behalf of the Corporation.

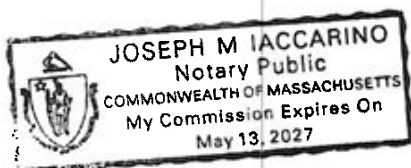
David M. Barry
David M. Barry, President

Cynthia L. Shields
Cynthia L. Shields, Clerk

Subscribed and sworn before me this 7th day of June 2021

Joseph M. Iaccarino
Joseph M. Iaccarino

My commission expires 05/13/2027





**CONTRACTORS BONDING
AND INSURANCE COMPANY**

BID BOND

Home Office:
9025 North Lindbergh Drive
Peoria, Illinois 61615
(800) 645-2402 TOLL FREE
(309) 692-1000 PHONE
(309) 683-1610 FAX

KNOW ALL MEN BY THESE PRESENTS:

T2106005

That we, **Rockwell Roofing, Inc.**, as Principal, (hereinafter called the "Principal"), and **Contractors Bonding and Insurance Company** of Peoria, Illinois, a corporation duly organized under the laws of the State of Illinois, as Surety, (hereinafter called the "Surety"), are held firmly bound unto **Valley Collaborative School District** as Obligee, (hereinafter called the "Obligee"), in the sum of **five percent (5%) of attached bid**, for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents

WHEREAS, the Principal has submitted a bid for

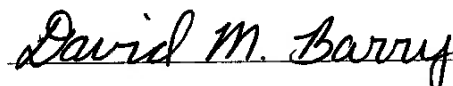
**Removal of all Old Roofing Material and Installation of New Replacement Material
Billerica MA**

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

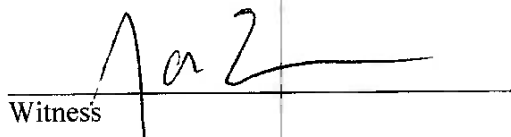
Signed and sealed this **7th** day of **June** A.D. 2021.


Witness

Rockwell Roofing, Inc., (Seal)
Principal


David M. Barry, President Title

Surety: Contractors Bonding and Insurance Company


Witness

By:  
Kristin G. Erickson, Attorney-in-Fact

POWER OF ATTORNEY**RLI Insurance Company
Contractors Bonding and Insurance Company**9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402**Know All Men by These Presents:**

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Carl L. Traina, Louis A. Tonry, Jr., II, Edward J. Mulcahy, Kristin G. Erickson, jointly or severally

in the City of Quincy, State of Massachusetts its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 18th day of December, 2019.



**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: B. W. Davis
Barton W. Davis Vice President

State of Illinois } SS
County of Peoria

CERTIFICATE

On this 18th day of December, 2019, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 7th day of June, 2021.

By: Gretchen L. Johnnigk
Gretchen L. Johnnigk Notary Public

**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: Jean M. Stephenson
Jean M. Stephenson Corporate Secretary





The Commonwealth of Massachusetts
Executive Office for Administration and Finance
Division of Capital Asset Management and Maintenance
One Ashburton Place
Boston, Massachusetts 02108

Tel: (857) 204-1305

Fax: (617) 727-8284

Email: Certification.DCAMM@mass.gov

CHARLES D. BAKER

GOVERNOR

KARYN E. POLITO

LIEUTENANT GOVERNOR

MICHAEL J. HEFFERNAN

SECRETARY

ADMINISTRATION & FINANCE

CAROL W. GLADSTONE

COMMISSIONER

Prime
Certificate of Contractor Eligibility
CONTRACTOR IDENTIFICATION NUMBER: 0136

This Certificate Shall be Used for Submitting Prime Bids Only.

- 1. CERTIFICATION PERIOD:** This Certificate is valid from February 19, 2021 to February 18, 2022*
- 2. CONTRACTOR'S NAME:** Rockwell Roofing, Inc.
- 3. CONTRACTOR'S ADDRESS:** 44 Pond Street
Leominster, MA 01453
- 4. WORK CATEGORIES:** This Contractor is certified to file bids under Massachusetts General Laws Chapter 149, Chapter 149A and Chapter 25A in the following Categories of Work:
- Roofing
- 5. EVALUATIONS:**
- | | |
|------------------------------------|----|
| Number of Projects Evaluated: | 28 |
| Average Project Evaluation Rating: | 93 |
| Number of Projects Below Passing: | 0 |
- 6. PROJECT LIMITS:**
- | | |
|--------------------------------------|--------------|
| Single Project Limit (SPL): | \$3,604,000 |
| Aggregate Work Limit (AWL): | \$12,000,000 |
| General Building Construction Limit: | N/A |
- 7. SUPPLIER DIVERSITY OFFICE CERTIFICATION:** N/A

Carol W. Gladstone, Commissioner

1/25/2021

Approval Date

*** NOTICE TO CONTRACTORS:** *If this contractor becomes uncertified for any reason this Certificate will immediately become void. Complete Applications for Renewal of Contractor Eligibility are due no later than three months PRIOR to the Expiration Date of the Certification Period shown above.*

Reviewer's Initials: RB

SPECIAL NOTICE TO AWARDING AUTHORITY
BIDDERS' UPDATE STATEMENTS ARE NOT PUBLIC RECORDS AND
ARE NOT OPEN TO PUBLIC INSPECTION (M.G.L. C.149, §44D)

EFFECTIVE MARCH 30, 2010

Commonwealth of Massachusetts
Division of Capital Asset Management
PRIME/GENERAL CONTRACTOR
UPDATE STATEMENT

TO ALL BIDDERS AND AWARDING AUTHORITIES

A COMPLETED AND SIGNED PRIME/GENERAL CONTRACTOR UPDATE STATEMENT MUST BE SUBMITTED WITH EVERY PRIME/GENERAL BID FOR A CONTRACT PURSUANT TO M.G.L. c.149, §44A AND M.G.L. c. 149A. ANY PRIME/GENERAL BID SUBMITTED WITHOUT AN APPROPRIATE UPDATE STATEMENT IS INVALID AND MUST BE REJECTED.

Caution: This form is to be used for submitting Prime/General Contract bids. It is not to be used for submitting Filed Sub-Bids or Trade Sub-Bids.

AWARDING AUTHORITIES

If the Awarding Authority determines that the bidder does not demonstrably possess the skill, ability, and integrity necessary to perform the work on the project, it must reject the bid.

BIDDER'S AFFIDAVIT

I swear under the pains and penalties of perjury that I am duly authorized by the bidder named below to sign and submit this Prime/General Contractor Update Statement on behalf of the bidder named below, that I have read this Prime/General Contractor Update Statement, and that all of the information provided by the bidder in this Prime/General Contractor Update Statement is true, accurate, and complete as of the bid date.

06/07/2021

Bid Date

Roof removal & replacement at
Valley Collaborative 40 Linnell Circle

Project Number (or
name if no number)

Rockwell Roofing, Inc

Print Name of Prime/General Contractor
44 Pond Street
Leominster, MA 01453

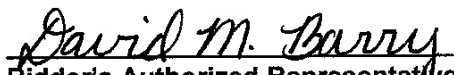
Business Address

Valley Collaborative, Billerica, MA 978-537-7825

Awarding Authority

Telephone Number

SIGNATURE⇒


Bidder's Authorized Representative
David M. Barry, President

PART 1 - COMPLETED PROJECTS

LIST ALL PUBLIC AND PRIVATE BUILDING PROJECTS YOUR FIRM HAS COMPLETED SINCE THE DATE OF APPLICATION FOR YOUR MOST RECENTLY ISSUED (NOT EXTENDED OR AMENDED) DCAM CERTIFICATE OF ELIGIBILITY. YOU MUST REORT ALL REQUESTED INFORMATION NOT PREVIOUSLY REPORTED ON THAT DCAM APPLICATION*.

PROJECT TITLE & LOCATION	CONTRACT PRICE	START DATE	DATE COMPLETED
6428CN Middlesex Savings Bank Natick, MA	\$51,500	10/23/20	11/13/20
6416CN Rollstone Congregational Fitchburg, MA	\$47,000	10/21/20	11/14/20
6414CN THC Fitchburg, MA	\$43,250	9/18/20	11/20/20
6396CN Firestone Auto Care Fitchburg, MA	\$101,555	7/26/20	11/30/20
6418CN Fairlawn Hospital Worcester, MA	\$108,997	9/4/20	12/16/20
6410CP Quincy Mental Health Quincy, MA	\$198,000	9/10/20	12/26/20

Attach additional sheets if necessary

* If your firm has been terminated from a project prior to completion of the work or has failed or refused to complete its work under any contract, full details and an explanation must be provided. See Part 3 of this Update Statement.

PART 1 - COMPLETED PROJECTS

LIST ALL PUBLIC AND PRIVATE BUILDING PROJECTS YOUR FIRM HAS COMPLETED SINCE THE DATE OF APPLICATION FOR YOUR MOST RECENTLY ISSUED (NOT EXTENDED OR AMENDED) DCAM CERTIFICATE OF ELIGIBILITY. YOU MUST REORT ALL REQUESTED INFORMATION NOT PREVIOUSLY REPORTED ON THAT DCAM APPLICATION*.

PROJECT TITLE & LOCATION	CONTRACT PRICE	START DATE	DATE COMPLETED
6431CN 55 6th Road Woburn, MA	\$211,000	11/7/20	12/29/20

Attach additional sheets if necessary

* If your firm has been terminated from a project prior to completion of the work or has failed or refused to complete its work under any contract, full details and an explanation must be provided. See Part 3 of this Update Statement.

PROVIDE THE FOLLOWING REFERENCE INFORMATION FOR EACH COMPLETED PROJECT LISTED ON THE PREVIOUS PAGE.

PROJECT TITLE	COMPANY NAME		CONTACT PERSON	TELEPHONE
Middlesex Savings Bank	OWNER	Middlesex Savings Bank	Mark Mitchell	(508) 599-5570
	DESIGNER	NA		
Medfield, MA	GC	Rockwell Roofing, Inc.	Joe Iaccarino	(978) 537-7825
Rollstone Congregational Church	OWNER	Rollstone Congregational Church	Paul.paul.mpssys@gmail.com	(978) 337-1608
	DESIGNER	NA		
Fitchburg, MA	GC	Rockwell Roofing, Inc.	Joe Iaccarino	(978) 537-7825
THC Phase O	OWNER	THC		
	DESIGNER	NA		
Fitchburg, MA	GC	Northpoint Construction Mgmt	Keri Owen kowen@northpoint.com	(603) 718-0236
Firestone Auto Care	OWNER	Bridgestone Retail Operations	Erik Adams	
	DESIGNER	Roof Mgmt Co	Nate Devitt nate@roofmgmt.net	(502) 228-7298
Fitchburg, MA	GC	Rockwell Roofing, Inc.	Joe Iaccarino	(978) 537-7825
Fairlawn Rehab	OWNER	Fairlawn Rehab	Josiah Moyer	(508) 471-9250
	DESIGNER	Chapman Construction		
Worcester, MA	GC	Chapman Construction	Jason Grinacoff	(617) 908-1123

Is your company or any individual who owns, manages or controls your company affiliated with any owner, designer or general contractor named above, either through a business or family relationship? ☐ YES ☒ NO

Are any of the contact persons named above affiliated with your company or any individual who owns, manages or control your company, either through a business or family relationship? ☐ YES ☒ NO

If you have answered YES to either question, explain: _____

PROVIDE THE FOLLOWING REFERENCE INFORMATION FOR EACH COMPLETED PROJECT LISTED ON THE PREVIOUS PAGE.

PROJECT TITLE	COMPANY NAME	CONTACT PERSON	TELEPHONE
Quincy Mental Health	OWNER Comm of MA DMH	Fred Bergstrom fred.bergstrom@massmail.state.ma.us	(617) 997-9691
Quincy, MA	DESIGNER Comm of MA DMH		
	GC Rockwell Roofing, Inc.	Joe Iaccarino	978-537-7825
	OWNER		
	DESIGNER		
	GC		
	OWNER		
	DESIGNER		
	GC		
	OWNER		
	DESIGNER		
	GC		
	OWNER		
	DESIGNER		
	GC		
	OWNER		
	DESIGNER		
	GC		
	OWNER		
	DESIGNER		
	GC		

Is your company or any individual who owns, manages or controls your company affiliated with any owner, designer or general contractor named above, either through a business or family relationship? ☐ YES ☒ NO

Are any of the contact persons named above affiliated with your company or any individual who owns, manages or control your company, either through a business or family relationship? ☐ YES ☒ NO

If you have answered YES to either question, explain: _____

PART 2 - CURRENTLY HELD CONTRACTS

LIST ALL PUBLIC AND PRIVATE BUILDING AND NON-BUILDING CONSTRUCTION PROJECTS YOUR FIRM HAS UNDER CONTRACT ON THIS DATE REGARDLESS OF WHEN OR WHETHER THE WORK COMMENCED

1	2	3	4	5	6	7	8	9
PROJECT TITLE & LOCATION	WORK CATEGORY	START AND END DATES	ON SCHEDULE (yes / no)	CONTRACT PRICE	% NOT COMPLETE	\$ VALUE OF WORK NOT COMPLETE (col. 5 x col. 6)	NO. OF YEARS REMAINING (see note below)	ANNUALIZED VALUE OF INCOMPLETE WORK (col 7 ÷ col 8)
5910-CP Chelsea WWTF Creek Chelsea, MA	Roofing	5/18 11/21	Yes	\$767,273	39%	\$300,289	1	\$300,289
6234-CN Hilton Garden Inn Canton, MA	Roofing	10/19 11/21	Yes	\$390,912	5%	\$19,000	1	\$19,000
6267-CP Belmont Police Station Belmont, MA	Roofing	11/19 1/21	Yes	\$230,605	8%	\$18,072	1	\$18,072
6347-CN Sturdy Memorial Hospital MOB - Attleboro, MA	Roofing	5/20 5/21	Yes	\$179,835	3%	\$6,000	1	\$6,000
6380-CN Cambria Hotel Somerville, MA	Roofing	6/20 6/21	Yes	\$355,060	100%	\$355,060	1	\$355,060
6344-CN EMD Serono New Heights Billerica, MA	Roofing	6/20 6/21	Yes	\$1,048,252	6%	\$62,796	1	\$62,796
6389-CN 401 Border St. Landfall West Apartments - Boston, MA	Roofing	7/20 7/21	Yes	\$345,000	23%	\$79,300	1	\$79,300
6385-CN St. Anthony's Cambridge, MA	Roofing	7/20 7/21	Yes	\$37,200	15%	\$5,580	1	\$5,580
6359-CN 126 Chandler St Worcester, MA	Roofing	8/20 8/21	Yes	\$242,650	14%	\$34,640	1	\$34,640
6368-CN WPI New Academic Building Worcester, MA	Roofing	8/20 8/21	Yes	\$575,288	38%	\$217,448	1	\$217,448

PART 2 - CURRENTLY HELD CONTRACTS

LIST ALL PUBLIC AND PRIVATE BUILDING AND NON-BUILDING CONSTRUCTION PROJECTS YOUR FIRM HAS UNDER CONTRACT ON THIS DATE REGARDLESS OF WHEN OR WHETHER THE WORK COMMENCED

1	2	3	4	5	6	7	8	9
PROJECT TITLE & LOCATION	WORK CATEGORY	START AND END DATES	ON SCHEDULE (yes / no)	CONTRACT PRICE	% NOT COMPLETE	\$ VALUE OF WORK NOT COMPLETE (col. 5 x col. 6)	NO. OF YEARS REMAINING (see note below)	ANNUALIZED VALUE OF INCOMPLETE WORK (col 7 ÷ col 8)
6434-CN BioTechnne Devens, MA	Roofing	10/20 10/21	Yes	\$209,000	100%	\$209,000	1	\$209,000
6437-CN Notre Dame Du Lac Bldg Worcester, MA	Roofing	10/20 10/21	Yes	\$300,500	100%	\$300,500	1	\$300,500
6440-CN St. Anthony of Padua Parish Fitchburg, MA	Roofing	11/20 11/21	Yes	\$45,000	100%	\$45,000	1	\$45,000
6441-CN 121 Flanders Rd Westboro, MA	Roofing	12/20 12/21	Yes	\$76,450	100%	\$76,450	1	\$76,450
6446-CN SMC Hall 4 Devens, MA	Roofing	12/20 12/21	Yes	\$50,000	100%	\$50,000	1	\$50,000
6447-CN 11A Beaverbrook Rd Littleton, MA	Roofing	1/21 1/22	Yes	\$73,300	100%	\$73,300	1	\$73,300
6453-CN Crocker Field House Fitchburg, MA	Roofing	1/21 1/22	Yes	\$42,725	100%	\$42,725	1	\$42,725
6417-CP VAMC 2513 Research Addition Jamaica Plain, MA	Roofing	1/21 1/22	Yes	\$132,530	100%	\$132,530	1	\$132,530
6381-CN 21 Charles St. Malden, MA	Roofing	under contract	Yes	\$473,950	100%	\$473,950	1	\$473,950
6454-CN 409 Main Street Fitchburg, MA	Roofing	under contract	Yes	\$51,000	100%	\$51,000	1	\$51,000

PROVIDE THE FOLLOWING REFERENCE INFORMATION FOR EACH INCOMPLETED PROJECT LISTED ON THE PREVIOUS PAGE.

PROJECT TITLE	COMPANY NAME	CONTACT PERSON	TELEPHONE
Chelsea WWTF Creek Chelsea, MA	OWNER Suffolk Square Assoc II Ltd Partnership		
	DESIGNER Combined Properties Inc	Shawn Burns	(781) 321-7800
	GC Seaver Construction	John LaSpina	(781) 935-0130
Hilton Garden Inn	OWNER Roedel Partners of Canton LLC		
Canton, MA	DESIGNER Group One Partners		
	GC ROK Builders LLC	Debra Rose	(603) 244-3522
	OWNER Town of Belmont		
Belmont Police Station	DESIGNER NA	NA	NA
Belmont, MA	GC GVV Inc	Tim Costin tostin@gvwinc.com	(617) 721-4604
Sturdy Memorial Hospital MOB Attleboro, MA	OWNER Sturdy Memorial Foundation Inc		
	DESIGNER Margulies Perruzzi Architects Inc		
	GC DPR Construction		
Cambria Hotel	OWNER YEM Somerville Ave LLC	Chad Siebel csiebel@sl-consulting.com	(617) 943-0322
Somerville, MA	DESIGNER NA		
	GC Consigli Construction	Bryan Young byoung@cosigli.com	(774) 278-0789
	OWNER EMD Serono Research & Development Inst.		
EMD Serono New Heights	DESIGNER PM Group		
Billerica, MA	GC Erland Construction Inc	Christopher Landry	(781) 272-9440

Is your company or any individual who owns, manages or controls your company affiliated with any owner, designer or general contractor named above, either through a business or family relationship? ☐ YES ☒ NO

Are any of the contact persons named above affiliated with your company or any individual who owns, manages or control your company, either through a business or family relationship? ☐ YES ☒ NO

If you have answered YES to either question, explain: _____

PROVIDE THE FOLLOWING REFERENCE INFORMATION FOR EACH INCOMPLETED PROJECT LISTED ON THE

PROJECT TITLE	COMPANY NAME	CONTACT PERSON	TELEPHONE
401 Border St.	OWNER Landfall West Apartments	Rick Bartlett	
Landfall West Apartments	DESIGNER Russo Barr Associates Inc.		(781) 273-1537
Boston, MA	GC Rockwell	Joe Iaccarino	(978) 537-7825
St Anthonys	OWNER ARE MA Region No 59 LLC		
	DESIGNER ARC/Arch Resources Cambridge		
Cambridge, MA	GC Erland Construction Inc	Jen Poskon jposkon@erland.com	(781) 272-9440
126 Chandler St	OWNER 126 Chandler LLC		
	DESIGNER NA		
Worcester, MA	GC LD Russo Inc	Nat Coughlin nat@ldrusso.com	(978) 456-3500
WPI New Academic Bldg	OWNER WPI		
	DESIGNER NA		
Worcester, MA	GC Consigli Construction Co Inc	Justin Billings jbillings@consigli.com	(508) 847-3280
BioTechne	OWNER 8 Jackson Rd LLC William Jackson Assoc Inc	Bill Jackson	(978) 369-7911
	DESIGNER NA		
Devens, MA	GC Rockwell Roofing, Inc.	Joe Iaccarino	(978) 537-7825
Notre Dame	OWNER Notre Dame Healthcare Center		
	DESIGNER Cutler Assoc	Julia Davenport	(508) 757-7500
Fitchburg, MA	GC Rockwell Roofing, Inc.	Joe Iaccarino	(978) 537-7825

Is your company or any individual who owns, manages or controls your company affiliated with any owner, designer or general

☐ YES ☒ NO

Are any of the contact persons named above affiliated with your company or any individual who owns, manages or control your company, either through a business or family relationship?

☐ YES ☒ NO

If you have answered YES to either question, explain: _____

PROVIDE THE FOLLOWING REFERENCE INFORMATION FOR EACH INCOMPLETED PROJECT LISTED ON THE PREVIOUS PAGE.

PROJECT TITLE	COMPANY NAME	CONTACT PERSON	TELEPHONE
St Anthonys	OWNER St Anthony of Padua Parish	Vicky Zarella	(978) 342-4706
	DESIGNER NA		
Fitchburg, MA	GC Rockwell Roofing, Inc.	Joe Iaccarino	(978) 537-7825
121 Flanders Rd	OWNER CSI Group	Christopher Oneil coneil@compresources.com	(508) 388-6623
	DESIGNER NA		
Westboro, MA	GC Rockwell Roofing, Inc.	Joe Iaccarino	(978) 537-7825
SMC Hall 4	OWNER McCarty Associates	Patrick McCarty	
	DESIGNER NA		
Devens, MA	GC Rockwell Roofing, Inc.	Joe Iaccarino	(978) 537-7825
11A Beaver Street	OWNER 911 Beaver Brook LLC	Mark Rogers	(617) 960-6668
	DESIGNER NA		
Littleton, MA	GC Rockwell Roofing, Inc.	Joe Iaccarino	(97) 857-7825
Crocker Field House	OWNER City of Fitchburg	Mary Delaney	(978) 829-1850
	DESIGNER NA		
Fitchburg, MA	GC Rockwell Roofing, Inc.	Joe Iaccarino	(978) 537-7825
VAMC 2513 Research Add.	OWNER VAMC		
	DESIGNER NA		
Jamaica Plain, MA	GC Monuments Construction LLC	Saajan Patel spatel@monumenth.com	(603) 521-4958

Are any of the contact persons named above affiliated with your company or any individual who owns, manages or control your company, either through a business or family relationship? ☐ YES ☒ NO

If you have answered YES to either question, explain: _____

PROVIDE THE FOLLOWING REFERENCE INFORMATION FOR EACH INCOMPLETED PROJECT LISTED ON THE PREVIOUS PAGE.

PROJECT TITLE	COMPANY NAME	CONTACT PERSON	TELEPHONE
21 Charles St. Malden, MA 409 Main Street	OWNER SL Realty Holdings, LLC		(617) 623-5555
	DESIGNER Arrowstreet Architecture & Design		
	GC Caldwell & Walsh Building Construction Inc.	Scott Torre	(617) 273-8470
	OWNER Elite Construction and Design Inc	Matthew Fournier	(978) 597-5071
Fitchburg, MA	DESIGNER NA		
	GC Rockwell Roofing, Inc.	Joe Iaccarino	(978) 537-7825
	OWNER		
	DESIGNER		
	GC		
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	DESIGNER		
	GC		

Is your company or any individual who owns, manages or controls your company affiliated with any owner, designer or general contractor named above, either through a business or family relationship? ☐ YES ☒ NO

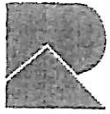
Are any of the contact persons named above affiliated with your company or any individual who owns, manages or control your company, either through a business or family relationship? ☐ YES ☒ NO

If you have answered YES to either question, explain: _____

PART 3 - PROJECT PERFORMANCE

For Parts 3 and 4, if you answer YES to any question, please provide on a separate page a complete explanation. Information you provide herein must supplement the Application for your most recently issued (not extended or amended) DCAM Certificate of Eligibility. You must report all requested information not previously reported on that DCAM Application for Prime/General Certificate of Eligibility. Include all details [project name(s) and location(s), names of all parties involved, relevant dates, etc.].

	YES	NO
1. Has your firm been terminated on any contract prior to completing a project or has any officer, partner or principal of your firm been an officer, partner or principal of another firm that was terminated or failed to complete a project?	☐	☒
2. Has your firm failed or refused either to perform or complete any of its work under any contract prior to substantial completion?	☐	☒
3. Has your firm failed or refused to complete any punch list work under any contract?	☐	☒
4. Has your firm filed for bankruptcy, or has any officer, principal or individual with a financial interest in your current firm been an officer, principal or individual with a financial interest in another firm that filed for bankruptcy?	☐	☒
5. Has your surety taken over or been asked to complete any of your work under any contract?	☐	☒
6. Has a payment or performance bond been invoked against your current firm, or has any officer, principal or individual with a financial interest in your current firm been an officer, principal or individual with a financial interest in another firm that had a payment or performance bond invoked?	☐	☒
7. Has your surety made payment to a materials supplier or other party under your payment bond on any contract?	☐	☒
8. Has any subcontractor filed a demand for direct payment with an awarding authority for a public project on any of your contracts?	☐	☒
9. Have any of your subcontractors or suppliers filed litigation to enforce a mechanic's lien against property in connection with work performed or materials supplied under any of your contracts?	☐	☒
10. Have there been any deaths of an employee or others occurring in connection with any of your projects?	☒	☐
11. Has any employee or other person suffered an injury in connection with any of your projects resulting in their inability to return to work for a period in excess of one year?	☐	☒



ROCKWELL ROOFING, INC.

44 Pond Street, Leominster, MA 01453 Phone 978-537-7825 Fax 978-537-4132

PART 3 – PROJECT PERFORMANCE

#10 Explanation

On November 18, 2016, Rockwell Roofing, Inc. incurred a fatality. An employee fell off a four story building to his death while working at Cottage Brook Apartments in Dorchester, MA.

PART 4 - Legal or Administrative Proceedings; Compliance with Laws

Please answer the following questions. Information must supplement all judicial and administrative proceedings involving bidder's firm, which were instituted or concluded (adversely or otherwise) since your firm's Application for your most recently issued (not extended or amended) Certificate of Eligibility. You must report all requested information not previously reported on that DCAM Application for Prime/General Certificate of Eligibility.

The term "administrative proceeding" as used in this Prime/General Contractor Update Statement includes (i) any action taken or proceeding brought by a governmental agency, department or officer to enforce any law, regulation, code, legal, or contractual requirement, except for those brought in state or federal courts, or (ii) any action taken by a governmental agency, department or officer imposing penalties, fines or other sanctions for failure to comply with any such legal or contractual requirement.

The term "anyone with a financial interest in your firm" as used in this Section "I", shall mean any person and/or entity with a 5% or greater ownership interest in the applicant's firm.

If you answer YES to any question, on a separate page provide a complete explanation of each proceeding or action and any judgment, decision, fine or other sanction or result. Include all details (name of court or administrative agency, title of case or proceeding, case number, date action was commenced, date judgment or decision was entered, fines or penalties imposed, etc.).

	YES	NO
1. Have any civil, judicial or administrative proceedings involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled relating to the procurement or performance of any construction contract, including but not limited to actions to obtain payment brought by subcontractors, suppliers or others?	☐	☒
2. Have any criminal proceedings involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled relating to the procurement or performance of any construction contract including, but not limited to, any of the following offenses: fraud, graft, embezzlement, forgery, bribery, falsification or destruction of records, or receipt of stolen property?	☐	☒
3. Have any judicial or administrative proceedings involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled relating to a violation of any state's or federal procurement laws arising out of the submission of bids or proposals?	☐	☒
4. Have any judicial or administrative proceedings involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled relating to a violation of M.G.L. Chapter 268A, the State Ethics Law?	☐	☒

PART 4 - Legal or Administrative Proceedings; Compliance with Laws (continued)

	YES	NO
5. Have any judicial or administrative proceedings involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled relating to a violation of any state or federal law regulating hours of labor, unemployment compensation, minimum wages, prevailing wages, overtime pay, equal pay, child labor or worker's compensation?	☐	☒
6. Have any judicial or administrative proceedings involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled relating to a violation of any state or federal law prohibiting discrimination in employment?	☐	☒
7. Have any judicial or administrative proceedings involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled relating to a claim of repeated or aggravated violation of any state or federal law regulating labor relations?	☐	☒
8. Have any proceedings by a municipal, state, or federal agency been brought, concluded, or settled relating to decertification, debarment, or suspension of your firm or any principal or officer or anyone with a financial interest in your firm from public contracting?	☐	☒
9. Have any judicial or administrative proceedings involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled relating to a violation of state or federal law regulating the environment?	☐	☒
10. Has your firm been fined by OSHA or any other state or federal agency for violations of any laws or regulations related to occupational health or safety? Note: this information may be obtained from OSHA's Web Site at www.osha.gov	☒	☐
11. Has your firm been sanctioned for failure to achieve DBE/MBE/WBE goals, workforce goals, or failure to file certified payrolls on any public projects?	☐	☒
12. Other than previously reported in the above paragraphs of this Section I, have any administrative proceedings or investigations involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled by any local, state or federal agency relating to the procurement or performance of any construction contract?	☐	☒
13. Are there any other issues that you are aware which may affect your firm's responsibility and integrity as a building contractor?	☐	☒

PART 5 - SUPERVISORY PERSONNEL

List all supervisory personnel, such as project managers and superintendents, who will be assigned to the project if your firm is awarded the contract. **Attach the resume of each person listed below.**

NAME	TITLE OR FUNCTION
Joseph Iaccarino	General Manager
Richard Barry	Superintendent
Wade Wormann	Sales Representative

PART 6 - CHANGES IN BUSINESS ORGANIZATION OR FINANCIAL CONDITION

Have there been any changes in your firm's business organization, financial condition or bonding capacity since the date your current Certificate of Eligibility was issued? ☐ Yes ☒ No
If YES, attach a separate page providing complete details.

PART 7 – LIST OF COMPLETED CONSTRUCTION PROJECTS SUBMITTED TO THE DIVISION OF CAPITAL ASSET MANAGEMENT.

Attach here a copy of the list of completed construction projects which was submitted with your firm's DCAM Application for your most recently issued (not extended or amended) DCAM Certificate of Eligibility. The Attachment must include a complete copy of the entire Section G – "Completed Projects" and the final page – "Certification" (Section J) containing the signature and date that the Completed Projects list (Section G) was submitted to the Division of Capital Asset Management.



ROCKWELL ROOFING, INC.

44 Pond Street; Leominster, MA 01453 Phone: 978-537-7825 Fax: 978-537-4132

RESUME

JOSEPH M. IACCARINO, JR.

General Manager and Chief Estimator

Home: 7 Carver Street
Worcester, MA 01604

Education: Architectural Engineering Degree from
Wentworth Institute of Technology, Boston, MA

Experience: Has been involved in the construction industry
since 1976, and has been in the Roofing industry
since 1980. Job responsibilities include project
management, sales, and estimating. Holds
Massachusetts Construction Supervisors License
#069455.

Employed at Rockwell Roofing, Inc. since 1990.



ROCKWELL ROOFING, INC.

44 Pond Street; Leominster, MA 01453 Phone: 978-537-7825 Fax: 978-537-4132

RESUME

RICHARD K. BARRY

Foreman and Crew Leader

Home: 313 North Street
Leominster, MA 01453

Education: 1981 Graduate of Lunenburg High School

Experience: Has been involved in the roofing business since 1984.

Employed by Rockwell Roofing, Inc. since 1984.



ROCKWELL ROOFING, INC.

44 Pond Street, Leominster, MA 01453 Phone: 978-537-7825 Fax: 978-537-4132

RESUME

WADE A. WORMANN

Sales Representative

Home: 5 Mulberry Lane
Northboro, MA 01532

Education: BS Degree in Management from Johnson and
Wales College, Providence, RI

Experience: Has been involved in roofing sales since 1986.

Employed by Rockwell Roofing, Inc. since 1991.

[illegible]

Watertown Plaza Roof Replacement	6330CN	\$292,072	100.00%	10/25/2019	11/18/2019	Prime: Roofing	\$292,072	Brimmor SPE 4 LP	Larry Pope	larry.pope@brimmor.com	Brimmor SPE 4 LP	Larry Pope	larry.pope@brimmor.com
Lowell Remote WWF Improvements	6146CP	\$506,656	100.00%	6/20/2019	11/18/2019	Prime: Roofing	\$506,656	City of Lowell	Noel Southgate - Owners Rep	nsouthgate@me-theunconstructi-on.com	Methuen Construction Co Inc	Noel Southgate - Owners Rep	nsouthgate@methunconstructi-on.com
Mass Mutual Center	6284CP	\$196,338	100.00%	10/24/2019	11/23/2019	Prime: Roofing	\$196,338	Mass Convention Center Auth	Bob Nims - Owners rep	bnims@nbkenney.com	N Kenney Co Inc	Bob Nims	bnims@nbkenney.com
UMASS MCGuirk Stadium	6250CP	\$220,547	100.00%	7/26/2019	12/23/2019	Prime: Roofing	\$220,547	University MA Bldg Auth	Jonathan Rossini - Owners Rep	jrossini@bondbrothers.com	Bond Brothers Inc	Jonathan Rossini	jrossini@bondbrothers.com
Linear Retail 1833-1853 Mass Ave	6295CN	\$161,000	100.00%	10/9/2019	11/19/2019	Prime: Roofing	\$161,000	Linear Retail	Ralph Perelis	rperelis@linearretail.com	Linear Retail	Ralph Perelis	rperelis@linearretail.com
Toray Plastics	6307CN	\$1,033,603	100.00%	9/20/2019	6/27/2020	Prime: Roofing	\$1,033,603	Toray Plastics	Michael Drew - Owners rep	mdrew@burnsmcd.com	Burns & McDonnell Eng Co Inc	Michael Drew	mdrew@burnsmcd.com
UMASS LRB Bldg	6270CP	\$365,000	100.00%	5/30/2019	9/28/2019	Prime: Roofing	\$365,000	Worcester City Campus Services Corp	Michael Boyle	michael.boyle@usmed.edu	Worcester City Campus Services Corp	Michael Boyle	michael.boyle@usmed.edu
Highlands @ Overlook PH 3	6232CN	\$964,696	100.00%	4/26/2019	9/26/2020	Prime: Roofing	\$964,696	Overlook Ridge II	Mary Leahy - Owners Rep	mleahy@erland.com	Erland Construction Inc	Mary Leahy	mleahy@erland.com
Overlook Middle School	5867CP	\$529,300	100.00%	6/15/2016	10/29/2019	Prime: Roofing	\$529,300	Westminster Reg'l School District	Charles Barnard, Jr.	cbarnard@awrsd.org	Westminster Reg'l School District	Charles Barnard, Jr.	cbarnard@awrsd.org
Generated from the B2Gnow System.													

Rockwell Roofing, Inc.

Type: **Prime or Small Prime Contractor Certification**App #: **4708657**Started: **11/4/2020**Submitted: **11/11/2020**

ACKNOWLEDGEMENT: Your eSignature is the electronic equivalent of a hand-written, original signature, and is authentic for all purposes allowed by law.

TERMS AND CONDITIONS:

As a duly authorized representative binding on the company, the undersigned hereby certifies, warrants and represents, **under pains and penalties of perjury**, that I have been provided the opportunity to review, correct and approve all of the information in connection within this Application for Certification (which will be relied upon in processing this Application for Certification) submitted by or on behalf of my company, and verify and attest to its truthfulness, completeness and accuracy. I understand and accept that the following may be considered grounds for denial, decertification and/or debarment of Certification or other action(s): (i) providing false or misleading information; (ii) failing to provide all required information; and/or (iii) directing a third party to provide false, misleading or insufficient information or knowing that a third party is providing false, misleading or insufficient information.

Electronic Signature	
SIGNATURE	David M. Barry
TITLE	President
ORGANIZATION	Rockwell Roofing, Inc.
DATE	11/11/2020
IP NUMBER	173.9.5.89
TOKEN	8D60A87FBB11351119955B5545065E4D1044839D2A6D3EAEA2...

[Customer Support](#)

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Valley Collaborative

Central Administration Office

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

Project: IFB Roof Entire Building 40 Linnell Circle Billerica Bid Opening June 7, 2021 10:00 AM

Company	Address	Contact	Bid Amount	Alternate Bid Amount	Site Visit	DCAMM Cert	5% Bid Bond
✓ Rockwell Roofing	44 Pond ST Leominster MA	David Barry	\$234,000.00 (1)		✓	✓	✓
Capeway Roofing	664 Sanford Rd Westport MA	Zahid Khan	\$440,300.00 (8)			✓	✓
✓ Signature Roof	Norwell MA	Dan	\$299,000. (6)		✓	✓	✓
✓ R+H Roofing	59 South St Easthampton MA	Timothy Hopkins	\$240,400. (2)		✓		✓
✓ Aulson Company	64 Danton Dr Methuen MA	Chad Gerald Silva	\$388,600.00 (7)		✓	✓	✓

Building a community that empowers children and adults to find their own way.

Valley Collaborative

Central Administration Office

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

Project: IFB Roof Entire Building 40 Linnell Circle Billerica Bid Opening June 7, 2021 10:00 AM

Company	Address	Contact	Bid Amount	Alternate Bid Amount	Site Visit	DCAMM Cert	5% Bid Bond
✓ Gibson Roofs	369 Winter St Hanover MA	Kevin Gibson	\$266,000.00 (5)		✓	✓	✓
Weather Guard	36 Smith St Northampton MA	Dean Secchiaroli	\$259,000.00 (4)			✓	✓
Stanley Roofing	42 Mitchell Rd Ipswich MA	Jason Stanley	\$248,000.00 (3)			✓	✓

Building a community that empowers children and adults to find their own way.



Central Administration Office

25 Linnell Circle, Billerica MA 01821 * Tel: (978) 528-7826 * <http://www.valleycollaborative.org>

MEMORANDUM

To: Valley Collaborative Board of Directors
From: Dr. Chris Scott, Executive Director
Date: June 10, 2021
Re: Treasurer's Reports

Attached are the Treasurer's Reports for April 2021 and May 2021.

Required Action:

Vote to Approve Treasurer's Reports for April 2021 and May 2021

Attachments:

Treasurer's Reports for April 2021 and May 2021

**VALLEY COLLABORATIVE
TREASURER'S REPORT
APRIL 30, 2021**

		<u>Beginning Balance</u>	<u>Receipts</u>	<u>Payroll</u>	<u>Accounts Payable</u>	<u>Earnings</u>	<u>Transfers</u>	<u>Ending Balance</u>
ENTERPRISE BANK ACCOUNTS								
Operating	a/c 493426	\$ 1,261,812.23	\$ 1,347,558.27		\$ (58,730.65)		\$ (900,000.00)	\$ 1,650,639.85
Payroll	a/c 795823	\$ 1,677,937.97		\$ (1,836,719.02)			\$ 900,000.00	\$ 741,218.95
Joe's Bistro	a/c 531401	\$ 1,150.88	\$ 350.00		\$ (387.02)			\$ 1,113.86
ICS MMDA	a/c 856490	\$ 55,096.70				\$ 2.25		\$ 55,098.95
Capital Reserve	a/c 4063467	\$ 1,500,000.00						\$ 1,500,000.00
Independence Project	a/c 821315	\$ 1,364.36	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,364.36
TOTAL ENTERPRISE BANK ACCOUNTS		<u>\$ 4,497,362.14</u>	<u>\$ 1,347,908.27</u>	<u>\$ (1,836,719.02)</u>	<u>\$ (59,117.67)</u>	<u>\$ 2.25</u>	<u>\$ -</u>	<u>\$ 3,949,435.97</u>
 MMDT	a/c 0044263747	<u>\$ 1,003,205.02</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 100.84</u>	<u>\$ -</u>	<u>\$ 1,003,305.86</u>
 Total Unrestricted Cash		<u>\$ 5,500,567.16</u>	<u>\$ 1,347,908.27</u>	<u>\$ (1,836,719.02)</u>	<u>\$ (59,117.67)</u>	<u>\$ 103.09</u>	<u>\$ -</u>	<u>\$ 4,952,741.83</u>
 PARS OPEB Trust		<u>\$ 5,006,640.89</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (1,210.73)</u>	<u>\$ 157,950.97</u>	<u>\$ -</u>	<u>\$ 5,163,381.13</u>
 TOTAL CASH		<u>\$ 10,507,208.05</u>	<u>\$ 1,347,908.27</u>	<u>\$ (1,836,719.02)</u>	<u>\$ (60,328.40)</u>	<u>\$ 158,054.06</u>	<u>\$ -</u>	<u>\$ 10,116,122.96</u>

**VALLEY COLLABORATIVE
TREASURER'S REPORT
MAY 31, 2021**

		<u>Beginning Balance</u>	<u>Receipts</u>	<u>Payroll</u>	<u>Accounts Payable</u>	<u>Earnings</u>	<u>Transfers</u>	<u>Ending Balance</u>	
ENTERPRISE BANK ACCOUNTS									
Operating	a/c 493426	\$ 1,650,639.85	\$ 2,326,021.43		\$ (198,950.26)		\$ (800,000.00)	\$ 2,977,711.02	
Payroll	a/c 795823	\$ 741,218.95		\$ (1,020,702.45)			\$ 800,000.00	\$ 520,516.50	
Joe's Bistro	a/c 531401	\$ 1,113.86			\$ (123.47)			\$ 990.39	
ICS MMDA	a/c 856490	\$ 55,098.95				\$ 2.33		\$ 55,101.28	
Capital Reserve	a/c 4063467	\$ 1,500,000.00						\$ 1,500,000.00	
Independence Project	a/c 821315	\$ 1,364.36	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,364.36	
TOTAL ENTERPRISE BANK ACCOUNTS		<u>\$ 3,949,435.97</u>	<u>\$ 2,326,021.43</u>	<u>\$ (1,020,702.45)</u>	<u>\$ (199,073.73)</u>	<u>\$ 2.33</u>	<u>\$ -</u>	<u>\$ 5,055,683.55</u>	
MMDT	a/c 0044263747	<u>\$ 1,003,305.86</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 87.62</u>	<u>\$ -</u>	<u>\$ 1,003,393.48</u>	
Total Unrestricted Cash		<u>\$ 4,952,741.83</u>	<u>\$ 2,326,021.43</u>	<u>\$ (1,020,702.45)</u>	<u>\$ (199,073.73)</u>	<u>\$ 89.95</u>	<u>\$ -</u>	<u>\$ 6,059,077.03</u>	
PARS OPEB Trust		<u>\$ 5,163,381.13</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 5,163,381.13</u>	as of 4/30/21
TOTAL CASH		<u>\$ 10,116,122.96</u>	<u>\$ 2,326,021.43</u>	<u>\$ (1,020,702.45)</u>	<u>\$ (199,073.73)</u>	<u>\$ 89.95</u>	<u>\$ -</u>	<u>\$ 11,222,458.16</u>	



Central Administration Office

25 Linnell Circle, Billerica MA 01821 * Tel: (978) 528-7826 * <http://www.valleycollaborative.org>

MEMORANDUM

To: Valley Collaborative Board of Directors
From: Dr. Chris Scott, Executive Director
Date: June 10, 2021
Re: PARS OPEB Statement

Attached are the PARS OPEB Statement for April 2021.

Required Action:

None

Attachments:

PARS OPEB Statement for April 2021



VALLEY COLLABORATIVE
PARS OPEB Trust Program

Account Report for the Period
4/1/2021 to 4/30/2021

Heidi Kriger
 Treasurer
 Valley Collaborative
 40 Linnell Circle
 Billerica, MA 01821

Account Summary

Source	Beginning Balance as of 4/1/2021	Contributions	Earnings	Expenses	Distributions	Transfers	Ending Balance as of 4/30/2021
OPEB	\$5,006,640.89	\$0.00	\$157,950.97	\$1,210.73	\$0.00	\$0.00	\$5,163,381.13
Totals	\$5,006,640.89	\$0.00	\$157,950.97	\$1,210.73	\$0.00	\$0.00	\$5,163,381.13

Investment Selection

Source

OPEB **Vanguard Balanced Strategy**

Investment Objective

Source

OPEB The Balanced Portfolio invests in Vanguard mutual funds using an asset allocation strategy designed for investors seeking both a reasonable level of income and long-term growth of capital and income.

Investment Return

Source	1-Month	3-Months	1-Year	Annualized Return			Plan's Inception Date
				3-Years	5-Years	10-Years	
OPEB	3.15%	5.76%	28.09%	11.79%	10.50%	-	6/24/2015

Information as provided by US Bank, Trustee for PARS; Not FDIC Insured; No Bank Guarantee; May Lose Value

Past performance does not guarantee future results. Performance returns may not reflect the deduction of applicable fees, which could reduce returns. Information is deemed reliable but may be subject to change.

Investment Return: Annualized rate of return is the return on an investment over a period other than one year multiplied or divided to give a comparable one-year return.

Account balances are inclusive of Trust Administration, Trustee and Investment Management fees

From: [Frances Lee](#)
To: [Frances Lee](#)
Subject: [EXTERNAL] PARS OPEB Trust Program: Vanguard Q1 Investment Report - Balanced Strategy
Date: Thursday, May 6, 2021 12:36:52 PM
Attachments: [PARS - Vanguard Q1 2021 Report Balanced.pdf](#)

This email came from someone outside Valley Collaborative. Please use caution when clicking on any links or images in this message.

Good afternoon, please find attached the Quarter 1 Vanguard Investment Report (as of March 31, 2021) for your selected investment portfolio in the PARS Trust. The report includes a summary of your portfolio, detail on the underlying funds and a review. Please note that the reported returns are for the investment pools and therefore, due to the timing of contributions and distributions, actual returns for an individual trust account may differ slightly from these published figures. If you have any questions, please do not hesitate to let me know.

Thank you,
Frances

Frances Lee
Senior Administrator, Eastern Region
PARS (Public Agency Retirement Services)
(844) 348-8808

PUBLIC
AGENCY
RETIREMENT
SERVICES

PARS

TRUSTED SOLUTIONS. LASTING RESULTS.

PARS OPEB TRUST PROGRAM VANGUARD QUARTERLY INVESTMENT REPORT

March 31, 2021

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PARS Investment Partnership - Balanced Strategy

Overview

The PARS Investment Partnership relates to a relationship between Vanguard and PARS where Vanguard manages four strategies (Conservative, Balanced, Growth, and Fixed Income) in which individual clients can invest their assets according to their appropriate investment objective.

Investment objective

The Balanced Strategy seeks to provide capital appreciation and a low to moderate level of current income consistent with its current allocation.

Investment strategy

The Balanced Strategy invests in Vanguard mutual funds using an asset allocation strategy designed for investors seeking capital appreciation and a low to moderate level of current income. The underlying funds are: Vanguard Total Stock Market Index Fund, Vanguard Total International Stock Index Fund, Vanguard Total Bond Market Index Fund, Vanguard Intermediate-Term Investment-Grade Fund, Vanguard Short-Term Investment-Grade Fund, Vanguard Inflation-Protected Securities Fund, and Vanguard REIT Index Fund.

The strategy's indirect stock holdings are a diversified mix of U.S. and foreign large-, mid-, and small-capitalization stocks. The strategy's indirect bond holdings are a diversified mix of short-, intermediate-, and long-term U.S. government, U.S. agency, and investment-grade U.S. corporate bonds; mortgage-backed and asset-backed securities; and government, agency, and corporate bonds.

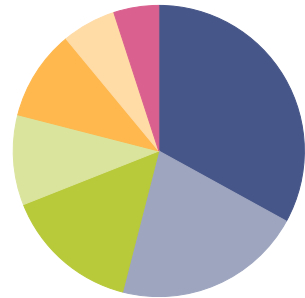
Fees

The fees for managing the strategy consists of the expense ratios of the individual funds and the advisor fee. Both of these fees are dependent on the assets under management. Currently the average expense ratio is **0.07%** which consists of averaging the expense ratio of the individual funds which are outlined above. The average advisory fee is **0.03%** based on the current assets under management.

PARS Investment Partnership - Balanced Strategy

Holdings

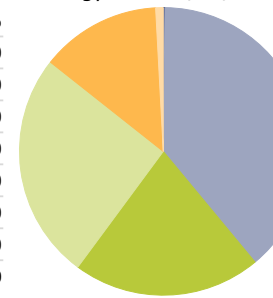
Strategy Date: 3/31/2021



	%
Vanguard Total Stock Mkt Idx Adm	33.0
Vanguard Total Intl Stock Index Admiral	21.0
Vanguard Total Bond Market Index Adm	15.0
Vanguard Inter-Term Investment-Grde Adm	10.0
Vanguard Total Intl Bd Idx Admiral™	10.0
Vanguard Real Estate Index Admiral	6.0
Vanguard Short-Term Investment-Grade Adm	5.0
Total	100.0

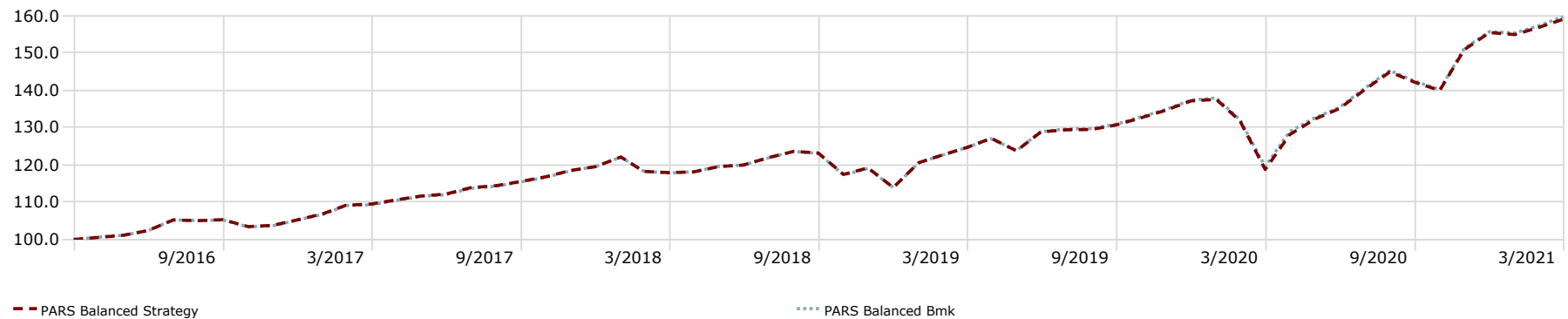
Asset allocation

Strategy Date: 3/31/2021



Investment growth

Time Period: 4/1/2016 to 3/31/2021

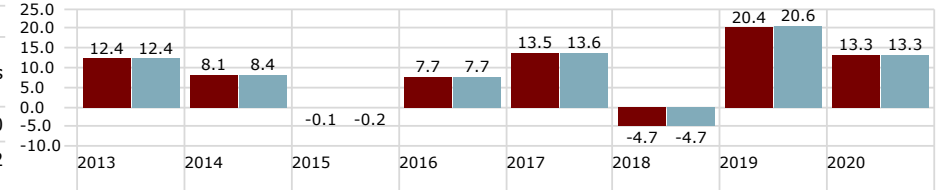


Trailing Returns - Annualized after one year

As of Date: 3/31/2021

	YTD	One Year	Three Years	Five Years	Eight Years	Ten Years
PARS Balanced Strategy	2.27	33.86	10.47	9.71	8.19	8.20
PARS Balanced Bmk	2.10	32.90	10.49	9.71	8.21	8.22

Annual returns



Benchmark

Prior to 12/31/2020: 37.1% Spliced Total Stock Mkt Index (equal to CRSP US Total Market Index as of 6/2/13, MSCI US Broad Market Index through 4/22/05, prior DJ Wilshire 5000 Index)/ 15.9% Spliced Total International Composite Index (Consists of the Total International Composite Index through August 31, 2006; the MSCI EAFE + Emerging Markets Index through December 15, 2010; the MSCI ACWI ex USA IMI Index through 6/2/13; and the FTSE Global All Cap ex US Index thereafter) / 24% Spliced Barclays US Aggregate Float-Adjusted Bond Index/ 15% Barclays US Treasury Inflation-Protected Securities Index / 8% US REIT Spliced Index (equal to MSCI US REIT Index adjusted for a 2% cash position though 4/30/2009; MSCI US REIT Index thereafter. After 12/31/2020: 33% Spliced Total Stock Mkt Index / 21% Spliced Total International Composite Index / 30% Spliced Barclays US Aggregate Float-Adjusted Bond Index 10% Bloomberg Barclays Global Aggregate ex-USD RIC Capped Hedged / 6% US REIT Spliced Index.

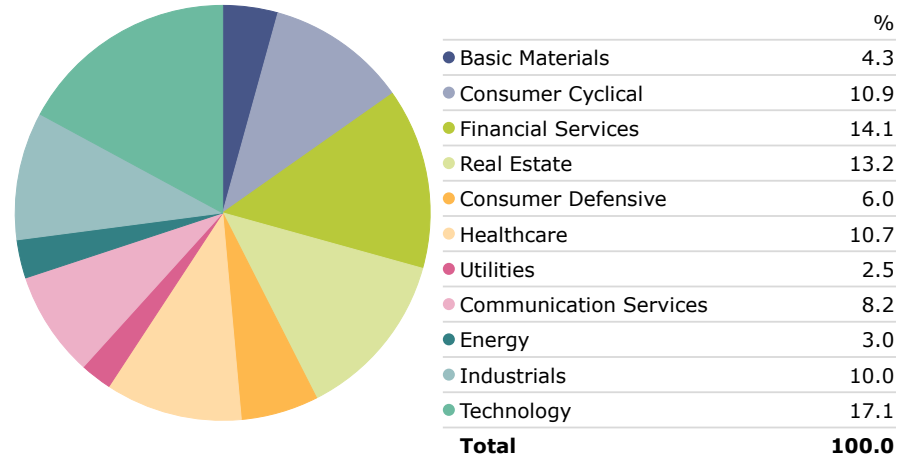
The performance data shown represent past performance, which is not a guarantee of future results. Investment returns and principal value will fluctuate, so investors' shares, when sold, may be worth more or less than their original cost. Current performance may be lower or higher than the performance data cited. Returns are net of the fund expense ratio, gross of advisory fees. Returns represent the historical performance for a Vanguard composite based on the strategy holdings listed above.

Source: Morningstar Direct

PARS Investment Partnership - Balanced Strategy

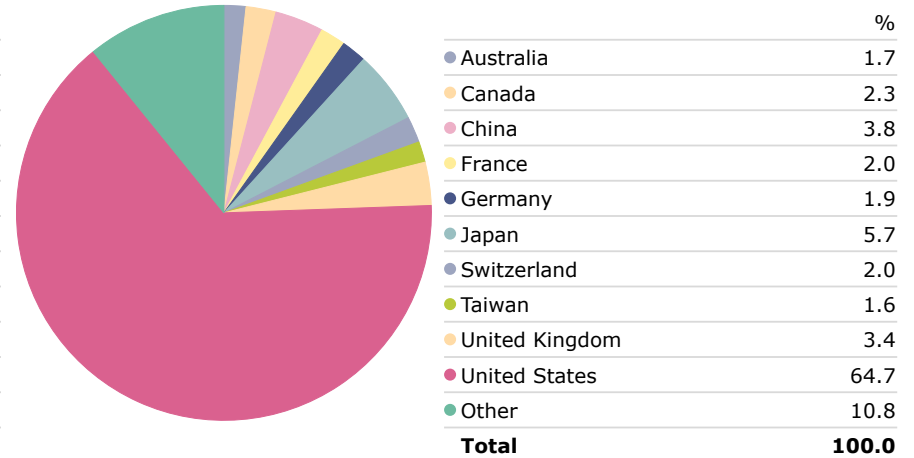
Equity sectors

Strategy Date: 3/31/2021



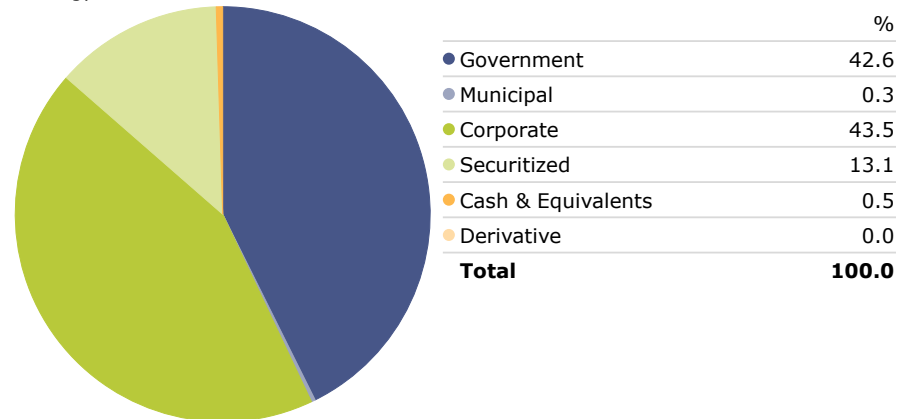
Equity country exposure

Strategy Date: 3/31/2021



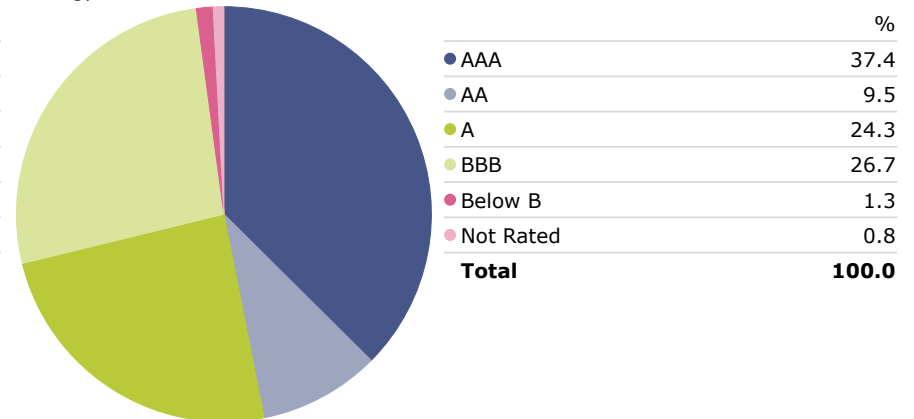
Fixed income sectors

Strategy Date: 3/31/2021



Fixed income credit quality

Strategy Date: 3/31/2021



Source: Morningstar Direct

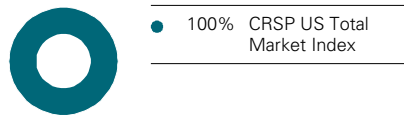


Vanguard Total Stock Market Index Fund (VTSAX)

Investment approach

- Seeks to track the performance of the CRSP US Total Market Index.
- Large, mid-, and small-cap equity diversified across growth and value styles.
- Passively managed, using index sampling.
- Fund remains fully invested.
- Low expenses minimize net tracking error.

Share of U.S. stock market (%)



As measured by the MSCI US Broad Market Index.

Key facts

Expense ratio as of 04/28/2020	4 bps
As reported in the most recent prospectus.	
Designation	Domestic large-cap blend
Fund inception date	04/27/1992
Admiral™ Shares inception date	11/13/2000
Total net assets as of 03/31/2021 (\$M)	\$1,154,122
Net fund assets for VTSAX as of 03/31/2021 (\$M)	\$291,065
Holdings	3,755
Indexed to	CRSP US Total Market Index (CRSPTMT)
Turnover rate (fiscal year-end 12/31/2020)	8.0%
CUSIP	922908728
Investment manager	Vanguard Equity Index Group

Risk and volatility

	R ²	Beta
Primary benchmark	1.00	1.00
Broad-based benchmark	1.00	1.00

R-squared and beta are calculated from trailing 36-month fund returns relative to the associated benchmark.
Broad-based benchmark: Dow Jones U.S. Total Stock Market Float Adjusted Index.

Performance



	Quarter-end	Year-to-date	Annualized			
			1-year	3-year	5-year	10-year
Fund	6.43%	6.43%	62.73%	17.13%	16.65%	13.79%
Benchmark	6.43%	6.43%	62.75%	17.14%	16.67%	13.80%
+/- Benchmark	0.00%	0.00%	-0.02%	-0.01%	-0.02%	-0.01%

Spliced Total Stock Market Index: Dow Jones U.S. Total Stock Market Index (formerly known as the Dow Jones Wilshire 5000 Index) through April 22, 2005; MSCI US Broad Market Index through June 2, 2013; and CRSP US Total Market Index thereafter.

Performance versus competitors

Percentage of Multi-Cap Core Funds outperformed by VTSAX



Source: Lipper, a Thomson Reuters Company. Based on total returns as of March 31, 2021. Number of funds in category: 1-year, 585; 3-year, 536; 5-year, 485; 10-year, 340. Only funds with a minimum one-, three-, five-, or ten-year history, respectively, were included in the comparison. Results will vary for other time periods.

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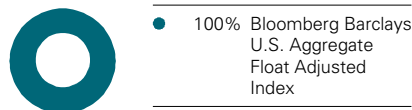


Vanguard Total Bond Market Index Fund (VBTLX)

Investment approach

- Seeks to track the performance of the Bloomberg Barclays U.S. Aggregate Float Adjusted Index.
- Broad exposure to the investment-grade U.S. bond market.
- Passively managed using index sampling.
- Intermediate-duration portfolio.
- Provides moderate current income with high credit quality.

Share of U.S. bond market (%)



As measured by the Bloomberg Barclays U.S. Aggregate Bond Index.

Key facts

Expense ratio as of 04/28/2020	5 bps
As reported in the most recent prospectus.	
Designation	Treasury/agency/blend intermediate-term
Fund inception date	12/11/1986
Admiral™ Shares inception date	11/12/2001
Total net assets as of 03/31/2021 (\$M)	\$299,005
Net fund assets for VBTLX as of 03/31/2021 (\$M)	\$116,662
Holdings	10,118
Indexed to	Bloomberg Barclays U.S. Aggregate Float Adjusted Index (LBUFTRUU)
Turnover rate (fiscal year-end 12/31/2020)	79.0%
CUSIP	921937603
Investment manager	Vanguard Fixed Income Group

Risk and volatility

	R ²	Beta
Primary benchmark	0.99	1.00
Broad-based benchmark	0.99	1.00

R-squared and beta are calculated from trailing 36-month fund returns relative to the associated benchmark.
Broad-based benchmark: Spliced Bloomberg Barclays U.S. Aggregate Float Adjusted Index.

Performance



	Quarter-end	Year-to-date	1-year	3-year	5-year	10-year
Fund	-3.61%	-3.61%	0.54%	4.63%	3.07%	3.39%
Benchmark	-3.56%	-3.56%	0.72%	4.69%	3.14%	3.47%
+/- Benchmark	-0.05%	-0.05%	-0.18%	-0.06%	-0.07%	-0.08%

Spliced Bloomberg Barclays U.S. Aggregate Float Adjusted Index: Bloomberg Barclays U.S. Aggregate Bond Index through December 31, 2009; Bloomberg Barclays U.S. Aggregate Float Adjusted Index thereafter.

Performance versus competitors

Percentage of Core Bond Funds outperformed by VBTLX



Source: Lipper, a Thomson Reuters Company. Based on total returns as of March 31, 2021. Number of funds in category: 1-year, 480; 3-year, 453; 5-year, 402; 10-year, 305. Only funds with a minimum one-, three-, five-, or ten-year history, respectively, were included in the comparison. Results will vary for other time periods.

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Vanguard Total International Bond Index Fund (VTABX)

Investment approach

- Seeks to track the performance of the Bloomberg Barclays Global Aggregate ex-USD Float Adjusted RIC Capped Index (USD Hedged).
- Seeks to fully hedge currency risk against the US Dollar.
- Passively managed, using index sampling.
- Fund remains fully invested.
- Broad exposure across major bond markets outside of the United States.
- Low expenses minimize net tracking error.

Key facts

Expense ratio as of 02/26/2021	11 bps
As reported in the most recent prospectus.	
Designation	International/global intermediate-term
Fund inception date	05/31/2013
Admiral™ Shares inception date	05/31/2013
Total net assets as of 03/31/2021 (\$M)	\$134,948
Net fund assets for VTABX as of 03/31/2021 (\$M)	\$50,204
Holdings	6,320
Indexed to	Bloomberg Barclays Global Aggregate ex-USD Float Adjusted RIC Capped Index (USD Hedged) (BGRCTRUH)
Turnover rate (fiscal year-end 10/31/2020)	31.4%
CUSIP	92203J308
Investment manager	Vanguard Fixed Income Group

Risk and volatility

	R ²	Beta
Primary benchmark	1.00	1.01
Broad-based benchmark	0.38	0.36

R-squared and beta are calculated from trailing 36-month fund returns relative to the associated benchmark. Broad-based benchmark: Bloomberg Barclays Global Aggregate Bond Index ex USD.

Performance

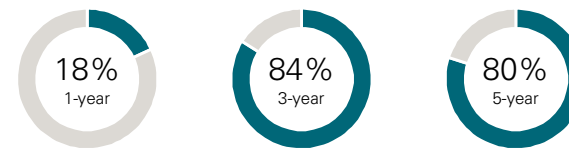


	Quarter-end	Year-to-date	1-year	3-year	5-year	*Since inception
Fund	-2.31%	-2.31%	1.98%	3.96%	3.27%	3.76%
Benchmark	-2.22%	-2.22%	2.20%	4.18%	3.50%	4.01%
+/- Benchmark	-0.09%	-0.09%	-0.22%	-0.22%	-0.23%	-0.25%

* Since fund's inception, May 31, 2013.

Performance versus competitors

Percentage of International Income Funds outperformed by VTABX



Source: Lipper, a Thomson Reuters Company. Based on total returns as of March 31, 2021. Number of funds in category: 1-year, 101; 3-year, 94; 5-year, 77. Only funds with a minimum one-, three-, or five-year history, respectively, were included in the comparison. Results will vary for other time periods.

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Vanguard Intermediate-Term Investment-Grade Fund (VFIDX)

Investment approach

- Intermediate-term, investment-grade fixed income securities.
- Seeks moderate and sustainable current income.
- Invests primarily in (investment-grade) corporate bonds.
- Approach focused on intensive credit analysis and risk control.

Fund advisors



100% Vanguard Fixed Income Group

Key facts

Expense ratio as of 05/29/2020 10 bps

As reported in the most recent prospectus.

Designation Investment-grade corporate intermediate-term

Fund inception date 11/01/1993

Admiral™ Shares inception date 02/12/2001

Total net assets as of 03/31/2021 (\$M) \$36,026

Net fund assets for VFIDX as of 03/31/2021 (\$M) \$33,851

Holdings 2,268

Benchmarked to Bloomberg Barclays U.S. 5–10 Year Credit Bond Index (LD26TRUU)

Turnover rate (fiscal year-end 01/31/2021) 63.0%

CUSIP 922031810

Risk and volatility

	R ²	Beta
Primary benchmark	0.95	0.69
Broad-based benchmark	0.71	1.10

R-squared and beta are calculated from trailing 36-month fund returns relative to the associated benchmark. Broad-based benchmark: Bloomberg Barclays U.S. Aggregate Bond Index.

Performance



	Quarter-end	Year-to-date	Annualized			
			1-year	3-year	5-year	10-year
Fund	-3.52%	-3.52%	7.05%	6.06%	4.15%	4.62%
Benchmark	-3.90%	-3.90%	9.46%	6.49%	4.72%	5.15%
Spliced Core Bond Funds Average	-2.95%	-2.95%	4.60%	4.78%	3.33%	3.45%

Performance versus competitors

Percentage of Core Bond Funds outperformed by VFIDX



Source: Lipper, a Thomson Reuters Company. Based on total returns as of March 31, 2021. Number of funds in category: 1-year, 480; 3-year, 453; 5-year, 402; 10-year, 305. Only funds with a minimum one-, three-, five-, or ten-year history, respectively, were included in the comparison. Results will vary for other time periods.

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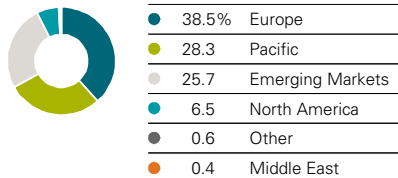


Vanguard Total International Stock Index Fund (VTIAX)

Investment approach

- Seeks to track the performance of the FTSE Global All Cap ex US Index.
- Broad exposure across developed and emerging non-U.S. equity markets.
- Passively managed.
- Fund remains fully invested.
- Low expenses minimize net tracking error.

Regional diversification



Key facts

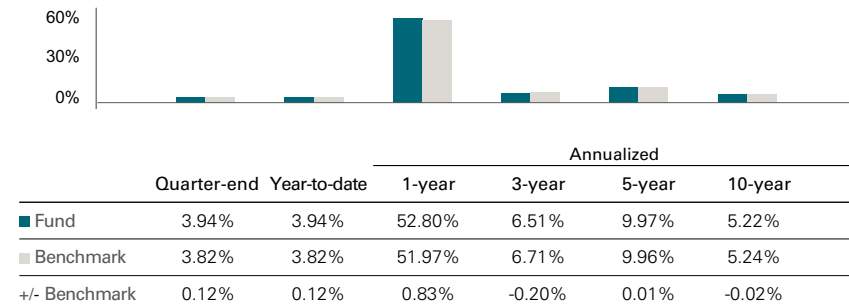
Expense ratio as of 02/26/2021	11 bps
As reported in the most recent prospectus.	
Designation	International/global blend
Fund inception date	04/29/1996
Admiral™ Shares inception date	11/29/2010
Total net assets as of 03/31/2021 (\$M)	\$379,073
Net fund assets for VTIAX as of 03/31/2021 (\$M)	\$76,214
Holdings	7,510
Indexed to	FTSE Global All Cap ex US Index (TGPVAN17)
Turnover rate (fiscal year-end 10/31/2020)	7.2%
CUSIP	921909818
Investment manager	Vanguard Equity Index Group

Risk and volatility

	R ²	Beta
Primary benchmark	0.99	1.00
Broad-based benchmark	0.99	1.00

R-squared and beta are calculated from trailing 36-month fund returns relative to the associated benchmark.
Broad-based benchmark: FTSE Global All Cap ex US Index.

Performance



Spliced Total International Stock Index: Total International Composite Index through August 31, 2006; MSCI EAFE + Emerging Markets Index through December 15, 2010; MSCI ACWI ex USA IMI Index through June 2, 2013; and FTSE Global All Cap ex US Index thereafter. Benchmark returns are adjusted for withholding taxes.

Performance versus competitors

Percentage of International Funds outperformed by VTIAX



Source: Lipper, a Thomson Reuters Company. Based on total returns as of March 31, 2021. Number of funds in category: 1-year, 1498; 3-year, 1328; 5-year, 1148; 10-year, 780. Only funds with a minimum one-, three-, five-, or ten-year history, respectively, were included in the comparison. Results will vary for other time periods.

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Vanguard Short-Term Investment-Grade Fund (VFSUX)

Investment approach

- Short-term, investment-grade fixed income securities.
- Seeks current income with limited price volatility.
- At least 80% invested in short-term and intermediate-term investment-grade fixed income securities, primarily corporate bonds; invests primarily in (investment-grade) corporate bonds.
- Approach focused on intensive credit analysis and risk control.
- Lower interest rate volatility than the broad U.S. fixed income market.

Fund advisors



100% Vanguard Fixed Income Group

Key facts

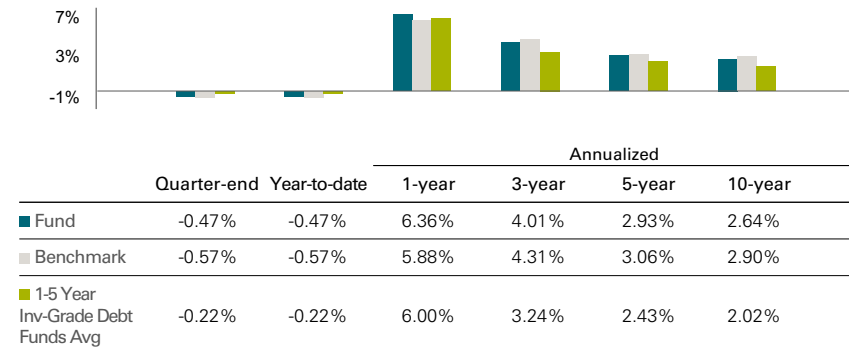
Expense ratio as of 05/29/2020	10 bps
As reported in the most recent prospectus.	
Designation	Investment-grade corporate short-term
Fund inception date	10/29/1982
Admiral™ Shares inception date	02/12/2001
Total net assets as of 03/31/2021 (\$M)	\$75,419
Net fund assets for VFSUX as of 03/31/2021 (\$M)	\$52,225
Holdings	2,508
Benchmarked to	Bloomberg Barclays U.S. 1-5 Year Credit Bond Index (LD18TRUU)
Turnover rate (fiscal year-end 01/31/2021)	86.3%
CUSIP	922031836

Risk and volatility

	R ²	Beta
Primary benchmark	0.99	1.01
Broad-based benchmark	0.39	0.48

R-squared and beta are calculated from trailing 36-month fund returns relative to the associated benchmark.
Broad-based benchmark: Bloomberg Barclays U.S. Aggregate Bond Index.

Performance



Performance versus competitors

Percentage of 1-5 Year Inv-Grade Debt Funds outperformed by VFSUX



Source: Lipper, a Thomson Reuters Company. Based on total returns as of March 31, 2021. Number of funds in category: 1-year, 521; 3-year, 469; 5-year, 427; 10-year, 278. Only funds with a minimum one-, three-, five-, or ten-year history, respectively, were included in the comparison. Results will vary for other time periods.

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Vanguard Real Estate Index Fund (VGSLX)

Investment approach

- Seeks to track the performance of the MSCI US Investable Market Real Estate 25/50 Index.
- Equity real estate investment trusts.
- Passively managed, full-replication approach.
- Low expenses minimize net tracking error.

Key facts

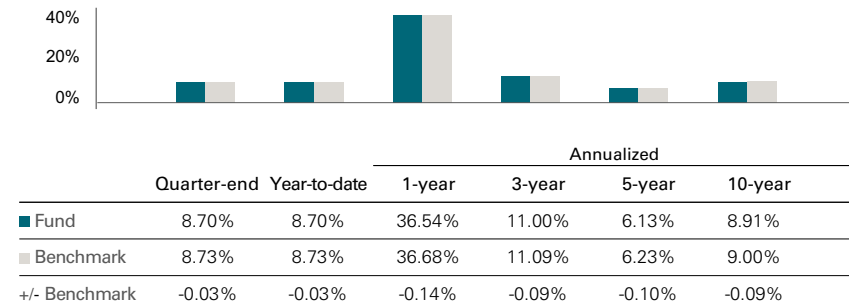
Expense ratio as of 05/29/2020	12 bps
As reported in the most recent prospectus.	
Designation	Sector/specialized
Fund inception date	05/13/1996
Admiral™ Shares inception date	11/12/2001
Total net assets as of 03/31/2021 (\$M)	\$67,764
Net fund assets for VGSLX as of 03/31/2021 (\$M)	\$21,373
Holdings	174
Indexed to	MSCI US Investable Market Real Estate 25/50 Index (M2CXVGD)
Turnover rate (fiscal year-end 01/31/2021)	6.1%
CUSIP	921908877
Investment manager	Vanguard Equity Index Group

Risk and volatility

	R ²	Beta
Primary benchmark	1.00	1.00
Broad-based benchmark	0.69	0.78

R-squared and beta are calculated from trailing 36-month fund returns relative to the associated benchmark. Broad-based benchmark: Dow Jones U.S. Total Stock Market Float Adjusted Index.

Performance



Real Estate Spliced Index: MSCI US REIT Index adjusted to include a 2% cash position (Lipper Money Market Average) through April 30, 2009; MSCI US REIT Index through February 1, 2018; MSCI US Investable Market Real Estate 25/50 Transition Index through July 24, 2018; MSCI US Investable Market Real Estate 25/50 Index thereafter.

Performance versus competitors

Percentage of Real Estate Funds outperformed by VGSLX



Source: Lipper, a Thomson Reuters Company. Based on total returns as of March 31, 2021. Number of funds in category: 1-year, 224; 3-year, 206; 5-year, 187; 10-year, 132. Only funds with a minimum one-, three-, five-, or ten-year history, respectively, were included in the comparison. Results will vary for other time periods.

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Prepared for

Public Agency Retirement Services (PARS)

1Q 2021



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Prepared for Public Agency Retirement Services (PARS)

Agenda

- I. Asset allocation and return forecasts
- II. 1Q capital markets review
- III. Market outlook

Prepared for Public Agency Retirement Services (PARS)

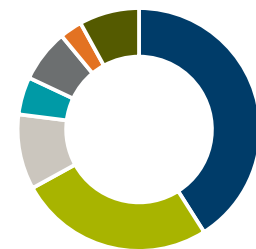
Asset allocation and return forecasts

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Target allocations for Vanguard strategies

(equity/fixed income-%)	Fixed Income Strategy (0/100)	Conservative Strategy (40/60)	Balanced Strategy (60/40)	Growth Strategy (75/25)
Total Equity	0%	36%	54%	67%
• Total Stock Market Index Fund	0%	22%	33%	41%
• Total International Stock Market Index Fund	0%	14%	21%	26%
Total Fixed Income	100%	60%	40%	25%
• Total Bond Market Index Fund	45%	23%	15%	10%
• Total International Bond Market Index Fund	25%	15%	10%	5%
• Intermediate-Term Investment-Grade Fund	15%	14%	10%	7%
• Short-Term Investment-Grade Fund	15%	8%	5%	3%
Total Real Estate	0%	4%	6%	8%
• Real Estate Index Fund	0%	4%	6%	8%
Portfolio weighted average expense ratio	0.08%	0.08%	0.08%	0.08%
Advisory fee	0.03%	0.03%	0.03%	0.03%
All-in fee	0.11%	0.11%	0.11%	0.11%



Data as of March 31, 2021.

Tracking #: 1591785

Expiration date: 7/17/2022

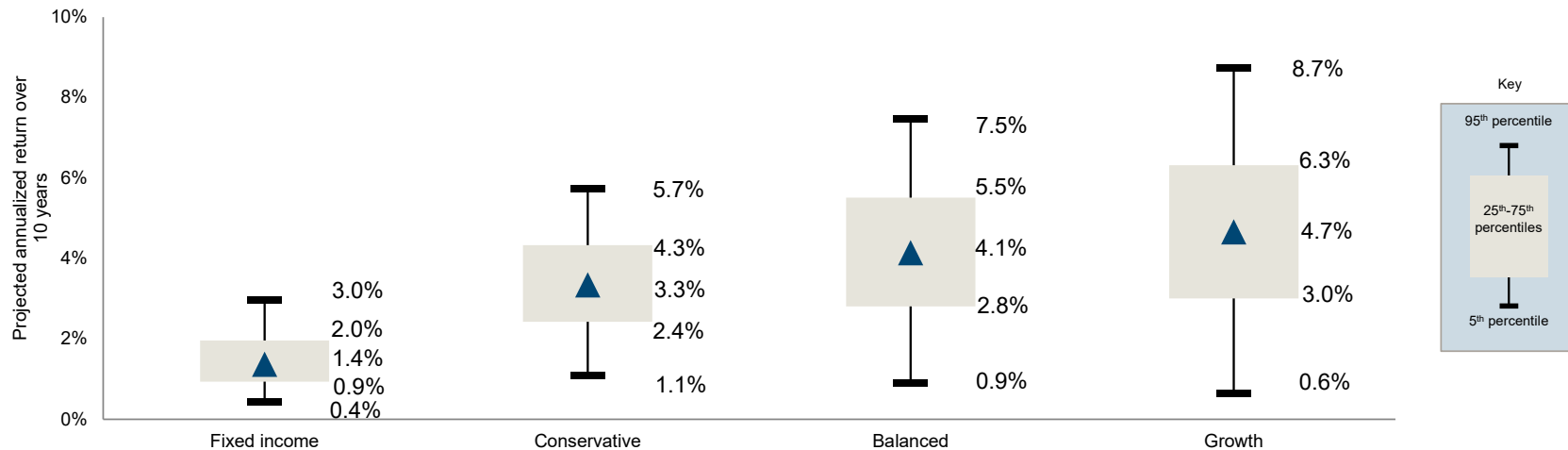
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Asset allocation analysis: 10-year outlook

Asset classes	Fixed income	Conservative	Balanced	Growth
U.S. Equity	-	22%	33%	41%
Non-U.S. Equity	-	14%	21%	26%
REITs	-	4%	6%	8%
U.S. Aggregate Bonds	45%	23%	15%	10%
Non-U.S. Bonds	25%	15%	10%	5%
Intermediate-Term Credit	15%	14%	10%	7%
Short-Term Credit	15%	8%	5%	3%
Median expected outcomes				
Returns	1.37%	3.34%	4.14%	4.66%
Volatility	3.23%	6.52%	9.50%	11.83%
Sharpe ratio	0.07	0.33	0.33	0.32
EQ/FI/REITS (%)	0/100/0	36/60/4	54/40/6	67/25/8

Strategy nominal return distributions (10-year horizon)



IMPORTANT: The projections or other information generated by the Vanguard Capital Markets Model® (VCMM) regarding the likelihood of various investment outcomes are hypothetical in nature, do not reflect actual investment results, and are not guarantees of future results. Distribution of return outcomes from VCMM derived from 10,000 simulations for U.S. equity returns and fixed income returns. Simulations as of December 31, 2020. Results from the model may vary with each use and over time. For more information on VCMM, see the Important Information slide.

Note: Returns, real returns, and Sharpe ratio listed above represent the median value for 10,000 scenarios. The Sharpe ratio calculates return (or reward) per unit of risk; $(R_x - r_f) / \sigma(x - r)$; R_f = cash. The risk-free rate is based on VCMM's projections for cash. Source: Vanguard, Investment Strategy Group. Tracking #: 1593869 Expiration date: 7/22/2022

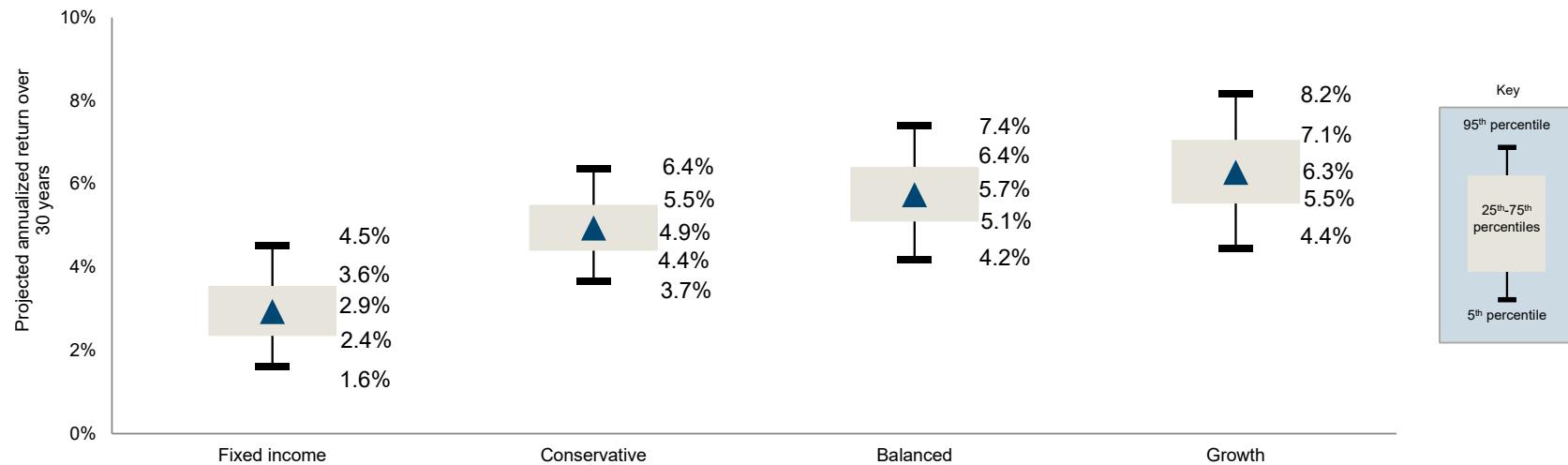
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Asset allocation analysis: 30-year outlook

Asset classes	Fixed income	Conservative	Balanced	Growth
U.S. Equity	-	22%	33%	41%
Non-U.S. Equity	-	14%	21%	26%
REITs	-	4%	6%	8%
U.S. Aggregate Bonds	45%	23%	15%	10%
Non-U.S. Bonds	25%	15%	10%	5%
Intermediate-Term Credit	15%	14%	10%	7%
Short-Term Credit	15%	8%	5%	3%
Median expected outcomes				
Returns	2.93%	4.94%	5.74%	6.28%
Volatility	4.14%	6.88%	10.01%	12.48%
Sharpe ratio	0.14	0.39	0.37	0.36
EQ/FI/REITS (%)	0/100/0	36/60/4	54/40/6	67/25/8

Strategy nominal return distributions (30-year horizon)



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1Q capital markets review

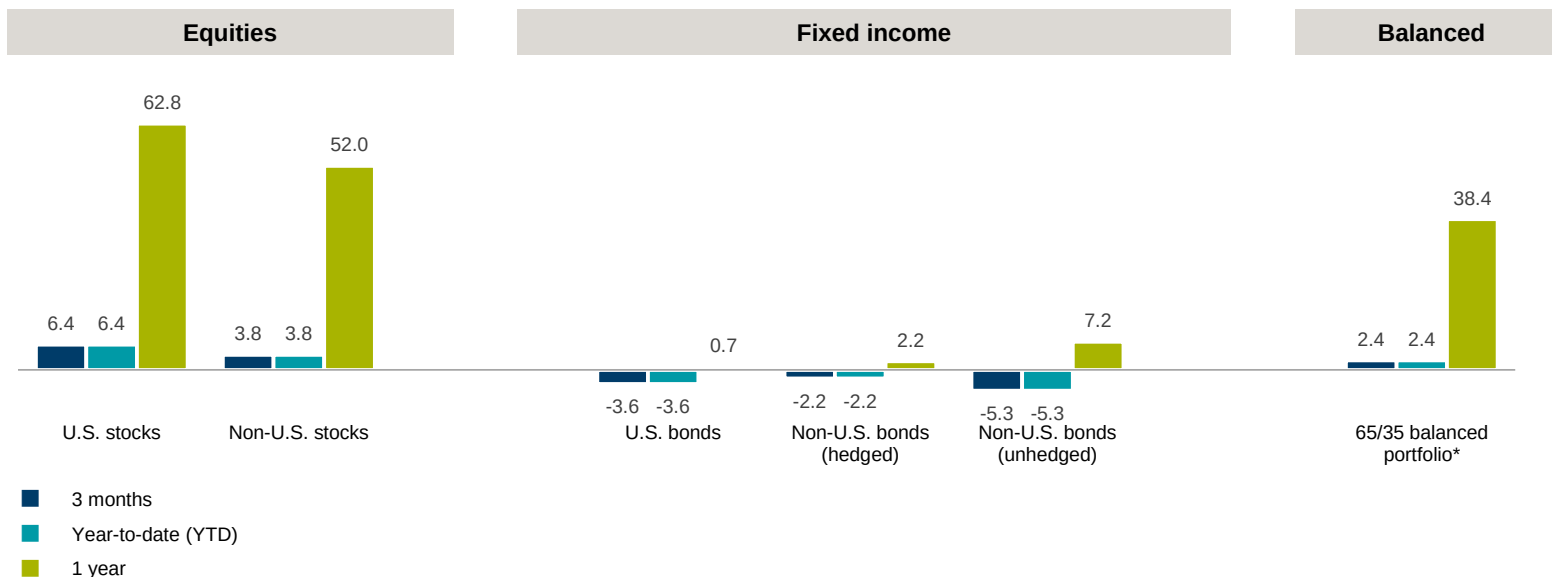
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Global equity markets add \$5 trillion to market cap on fiscal stimulus and liquidity surge

- U.S. equities advanced, led by the industrial-heavy/cyclical Dow (+8%), with the tech-heavy/growth Nasdaq (+3%) trailing. S&P rose +6.2%.
- In a major reversal from 2020, European markets handily outperformed the U.S. Over Q1 2021, the DAX (+9.4%), the FTSE MIB (+11.3%) and STOXX 600 (+8.4%) helped global stocks add +\$5 trillion in market cap. The Nikkei added 7.1%, continuing its year-long outperformance vs. the S&P 500.
- Experts can be wrong. If there was one consensus trade going into 2021, it was to short the U.S. Dollar. Confounding the pros, the dollar had a strong Q1. The USD rose against the Yen (USDJPY +7%) and the Euro fell against the dollar (EURUSD -4%). The Euro heavy dollar index DXY rose over 3%. The dollar also rose against EM currencies (+2.5% trade weighted).
- Even with the strong dollar, commodities as measured by the Bloomberg Commodity Index (+6.9%) were among the best performing assets for the quarter. While rising rates hurt precious metals, oil (WTI) rose 22% and copper advanced 14%. Strong agricultural prices also contributed to the reflation/recovery theme. A blockage of the Suez Canal contributed to rising oil prices and exacerbated concerns over the growing fragility of global supply chains.

Global market returns as of March 31, 2021 (%)



Past performance is no guarantee of future returns. The performance of an index is not an exact representation of any particular investment, as you cannot invest directly in an index.

Sources: Bloomberg Barclays, CRSP, and FTSE.

U.S. stocks (CRSP U.S. Total Market Index), non-U.S. stocks (FTSE Global All-Cap ex-US Index), U.S. bonds (Bloomberg Barclays U.S. Aggregate Float Adjusted Index), non-U.S. bonds hedged (Bloomberg Barclays Global Aggregate ex-USD Float Adjusted RIC Capped Index hedged), non-U.S. bonds unhedged (Bloomberg Barclays Global Aggregate Index ex USD).

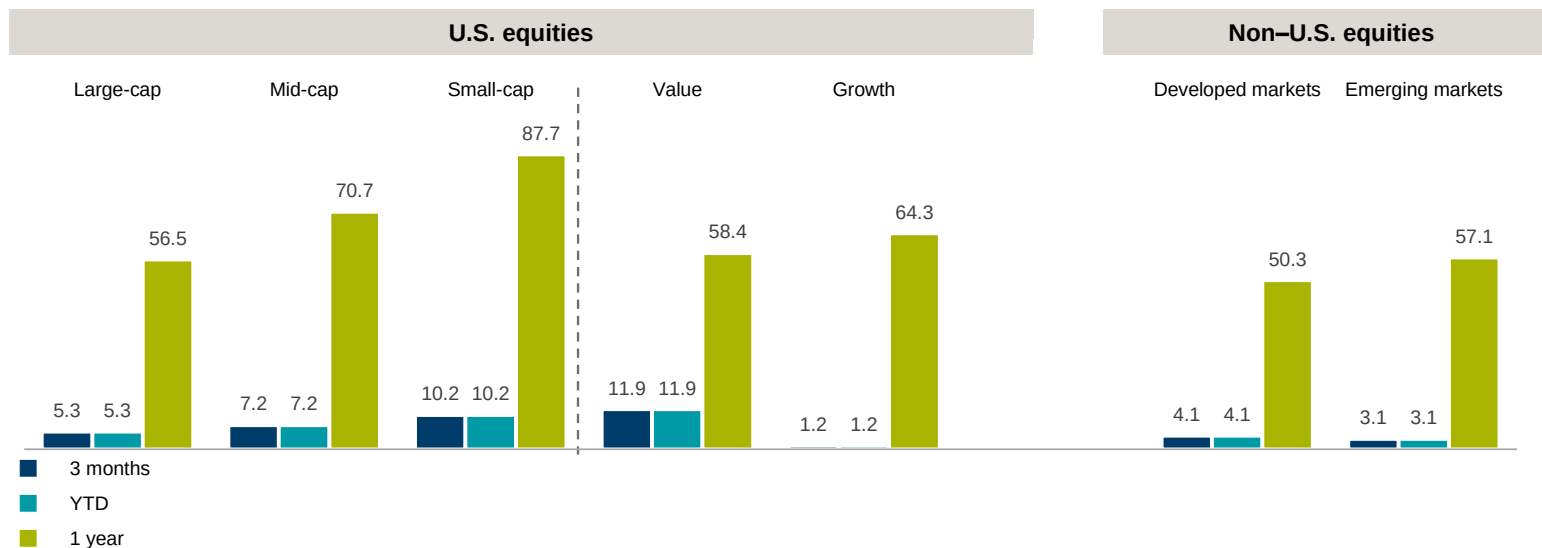
* 65/35 balanced portfolio Static Composite (39% U.S. stocks, 26% international stocks, and 24.5% investment-grade U.S. bonds, 10.5% investment-grade international bonds).

Prepared for Public Agency Retirement Services (PARS)

Stocks across market cap and style see significant divergence

- The surge in U.S. rates and rally in the dollar were a drag on emerging markets, despite commodity strength. The quarter saw significant political and economic turmoil in EM giants, Brazil and Turkey.
- The rotation into value accelerated in Q1.
- Small cap stocks attracted the attention of day traders, leading to a surge in volatility.

Global equity market returns as of March 31, 2021 (%)



Past performance is no guarantee of future returns. The performance of an index is not an exact representation of any particular investment, as you cannot invest directly in an index.

Sources: CRSP, FTSE, and Russell.

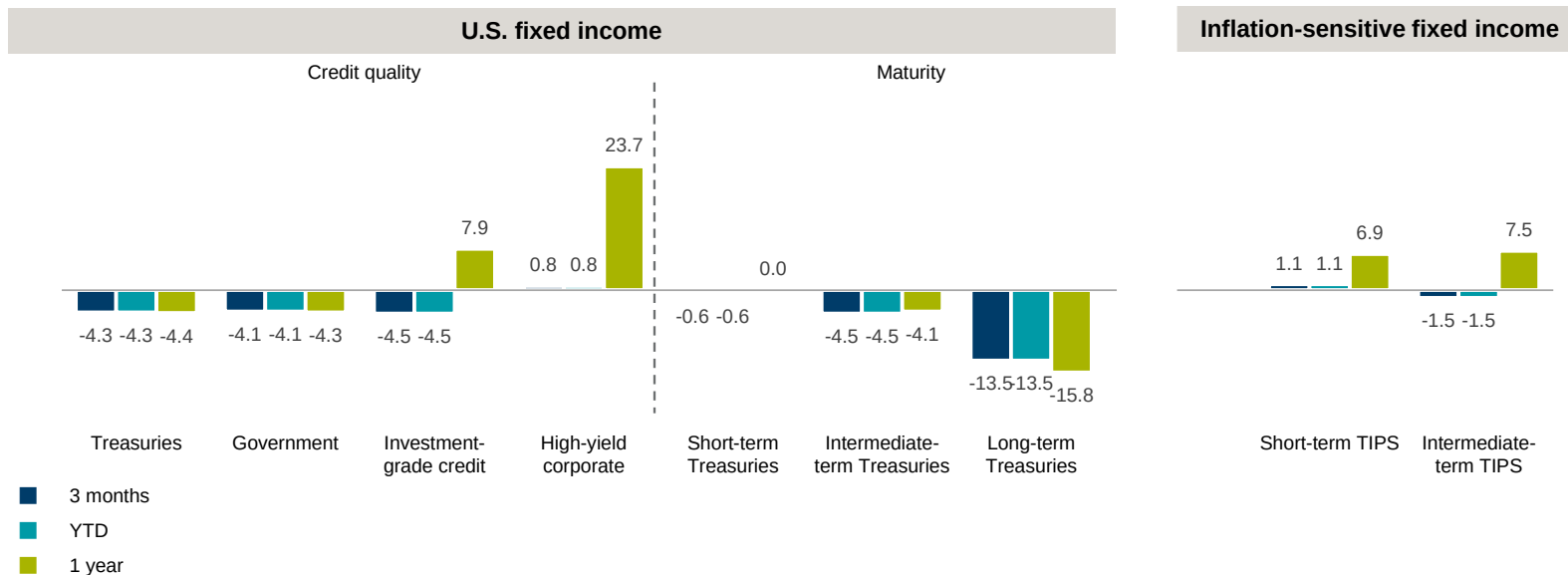
Large-cap (CRSP U.S. Mega Cap Index), mid-cap (CRSP U.S. Mid Cap Index), small-cap (CRSP U.S. Small Cap Index); value (Russell 3000 Value Index), growth (Russell 3000 Growth Index); developed markets (FTSE Developed All Cap ex-U.S. Index), emerging markets (FTSE Emerging Markets All Cap China A Inclusion Index).

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Curves steepen, UST yields surge on fiscal stimulus

- The first quarter of 2021 saw a massive rise in U.S. Treasury yields. 10-yr UST yield surged from 0.91% to 1.74% (83 bps) the largest rise in absolute terms since the November 2016 presidential elections. This began early in the year as the results of the Georgia Senate runoffs meant Democrats would control both houses of Congress under the incoming Biden administration and allow them to pursue massive fiscal stimulus, totaling more than \$4 trillion.
- Short-term rates remained near zero, but 1-month UST bills and overnight repo both traded below zero, albeit briefly. The quarter ended with \$4.44 trillion sitting in U.S. money market funds.
- This was the worst first quarter for 30-year Treasury since 1919, the worst first quarter for IG bonds since 1980, and the worst first quarter for gold since 1982. U.S. 5-yr inflation break-evens rose to the highest level since the GFC of 2008 (approximately 2.60%). However, high-yield bonds barely budged (shorter duration than IG and UST) and U.S. Junk Bond sales hit a new record for the quarter at slightly over \$140 billion.

Domestic fixed income market returns as of March 31, 2021 (%)



Past performance is no guarantee of future returns. The performance of an index is not an exact representation of any particular investment, as you cannot invest directly in an index.

Source: Bloomberg Barclays.

Treasuries, government, investment-grade credit; high-yield (Bloomberg Barclays U.S. Treasury/Government/Credit/Corporate High-Yield Indices); short-inter-long-term Treasuries (Bloomberg Barclays U.S. 1-5/5-10/Long Treasury Indices); short-term TIPS (Bloomberg Barclays U.S. Treasury 0-5 Year Inflation-Protected Index); intermediate-term TIPS (Bloomberg Barclays U.S. Treasury Inflation-Protected Index).

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Market outlook

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Vanguard April 2021 market and economic outlook at a glance

Key takeaways:

- The current pace of COVID-19 vaccination will support a significant pickup in U.S. economic activity in the second half of the year.
- No Fed rate hikes are expected anytime soon, and patience continues to be the watchword with monetary policy.
- Vanguard expects core U.S. inflation to surpass 2% in the coming months, but the bump up will likely be short-lived.
- The broad U.S. stock market may be overvalued (though not severely), with low-quality growth stocks especially testing our “plausible future income” scenario.

Asset-class return outlooks

Our 10-year, annualized, nominal return projections, as of December 31, 2020, are shown below. Please note that the figures are based on a 1.0-point range around the rounded 50th percentile of the distribution of return outcomes for equities and a 0.5-point range around the rounded 50th percentile for fixed income.

Equities	Return projection	Median volatility	Fixed income	Return projection	Median volatility
U.S. equities	3.0%–5.0%	16.9%	U.S. aggregate bonds	0.8%–1.8%	4.2%
U.S. value	4.4%–6.4%	18.9%	U.S. Treasury bonds	0.5%–1.5%	4.4%
U.S. growth	–0.1%–1.9%	17.9%	U.S. credit bonds	1.2%–2.2%	5.7%
U.S. large-cap	2.9%–4.9%	16.5%	U.S. high-yield corporate bonds	1.9%–2.9%	10.1%
U.S. small-cap	3.2%–5.2%	21.9%	U.S. Treasury inflation-protected securities	0.5%–1.5%	6.7%
U.S. real estate investment trusts	3.0%–5.0%	19.6%	U.S. cash	0.7%–1.7%	1.0%
Global equities ex-U.S. (unhedged)	6.1%–8.1%	18.6%	Global bonds ex-U.S. (hedged)	0.6%–1.6%	2.5%
			Emerging market sovereign	1.5%–2.5%	10.5%
U.S. inflation	1.1%–2.1%	2.4%			

These probabilistic return assumptions depend on current market conditions and, as such, may change over time.

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Distribution of return outcomes from the VCMM are derived from 10,000 simulations for each modeled asset class. Simulations are as of December 31, 2020. Results from the model may vary with each use and over time. For more information, see Important information page.

Source: Vanguard Investment Strategy Group.

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Vanguard April 2021 market and economic outlook at a glance



Region-by-region outlook

United States: With the passage of the \$1.9 trillion American Rescue Plan Act of 2021 on March 11, Vanguard foresees the U.S. economy growing in a range of 7.0% to 7.5% for all of 2021, an increase of 2.0 to 2.5 percentage points compared to what our projection would have been without the new stimulus.

- We expect first-quarter growth to be modestly above 5% as most Americans receive stimulus checks.
- The current pace of COVID-19 vaccination will support a significant pickup in economic activity in the second half of the year.

Euro area. A slower pace of COVID-19 vaccinations puts the euro area behind both the United Kingdom and the United States on that front and increases the risks related to its timetable for easing COVID-19 restrictions.

- In our baseline case, we foresee an acceleration in the pace of vaccinations in the second and third quarters, with most easing of restrictions occurring only in the third quarter.
- Vanguard estimates that 70% of the population in the European Union will have received one dose of COVID-19 vaccine by September 2021.
- We foresee euro area GDP growth around 5% for 2021, with GDP reaching its pre-pandemic level in the next 12 months or so.

China. The resilience in the economy is bringing consensus estimates for China's full-year 2021 growth closer to Vanguard's forecast around 9%.

- The government set a goal of doubling the size of the economy by 2035, which implies average annual growth around 4.7%.
- This year's 6% growth target allows China to concentrate on quality of growth.

Emerging markets. Vaccine breakthroughs and rollouts in developed economies make Vanguard optimistic that emerging markets on aggregate will grow by more than the 6% outlook we communicated at the end of 2020.

- We continue to see emerging Asia lead the way, with 2021 growth above 8%.
- The region's pandemic management continues to bear fruit.

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Vanguard April 2021 market and economic outlook at a glance



No Fed rate hikes
expected

Patience is the watchword with monetary policy

The U.S. Federal Open Market Committee voted on March 17 to leave the target range for its federal funds rate unchanged at 0%–0.25% and its bond-buying program unchanged. Vanguard foresees a potential third quarter 2023 liftoff for the Fed's rate target.

- The Fed would need to see substantial progress toward achieving its dual mandate of stable prices and maximum employment, which Fed governors saw as being some time off, before slowing its \$120 billion per month in purchases of U.S. Treasuries and agency mortgage-backed securities.



Seeking
improvement
overall before
taking action

Fed will consider more than the headline unemployment rate

- Vanguard foresees the headline unemployment rate falling toward 5% by year's end, and into the low 4% range, closer to pre-pandemic levels, by the end of 2022.
- We expect the Federal Reserve to look beyond headline unemployment numbers and seek improvement in pockets of the labor market that are typically late to recover after a recession before considering rate hikes.



Caution is
warranted

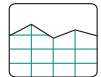
Are there asset bubbles out there now?

We at Vanguard have great respect for the uncertainty of the future, so the best we can say is “maybe” about the current existence of asset bubbles.

- Some specific markets, such as U.S. housing and cryptocurrencies, seem particularly frothy.
- The broad U.S. stock market may be overvalued, though not severely.
- Forthcoming Vanguard research highlights one part of the U.S. equity market that gives us pause: growth stocks.
- Low-quality growth stocks especially test our “plausible future income” scenario.
- For some high-profile companies, valuation metrics imply that their worth will exceed the size of their industry's contribution to U.S. GDP. Conversely, our research will show that U.S. value stocks are similarly undervalued.

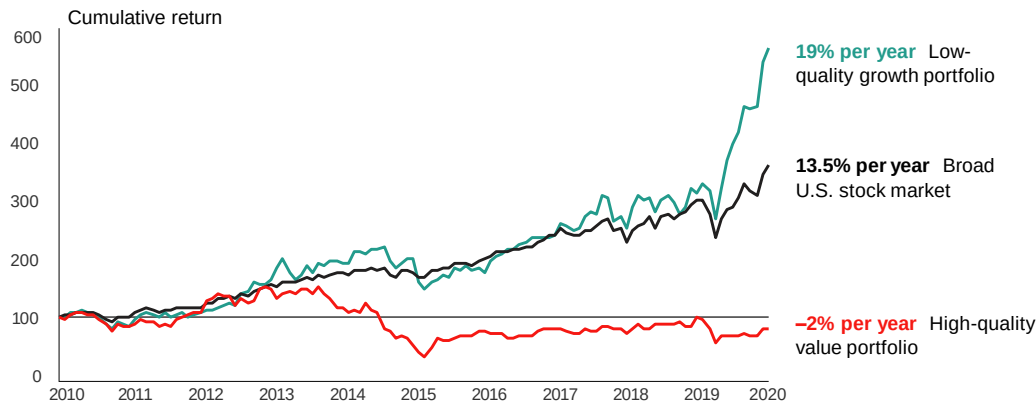
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Vanguard April 2021 market and economic outlook at a glance



Caution is warranted
(continued)

Low-quality growth has outperformed the broad market



Notes: Data as of December 31, 2020. Portfolios are indexed to 100 as of December 31, 2010. Low-quality growth and high-quality value portfolios are constructed based on data from Kenneth R. French's website, using New York Stock Exchange-listed companies sorted in quintiles by operating profit and the ratio of book value to market value (B/P). The low-quality growth portfolio is represented by the lowest quintile operating profit (quality) and B/P companies. The high-quality value portfolio is represented by the highest quintile operating profit and B/P companies. The broad U.S. stock market is represented by the Dow Jones U.S. Total Stock Market Index (formerly known as the Dow Jones Wilshire 5000) through April 22, 2005; the MSCI US Broad Market Index through June 2, 2013; and the CRSP US Total Market Index thereafter.

Sources: Vanguard calculations, based on data from Ken French's website at Dartmouth College, mba.tuck.dartmouth.edu/pages/faculty/ken.french/data_library.html; MSCI; CRSP; and Dow Jones.

Past performance is no guarantee of future returns. The performance of an index is not an exact representation of any particular investment, as you cannot invest directly in an index.



Inflation rise
likely temporary

Slight inflation bump expected in the U.S.

Vanguard expects core U.S. inflation to surpass 2% in the coming months as base effects—comparisons to low year-earlier numbers—magnify price rises as people re-engage in face-to-face activities.

- We expect the rise above 2% to be short-lived, and that long-term structural trends that have kept inflation low for more than a decade will continue to limit price rises.
- The direct effect of the government's recently enacted stimulus package on inflation will likely be modest, around 7 to 10 basis points for all of 2021.
- Emerging markets continue to diverge, with disinflation (inflation well below target) a concern in parts of Southeast Asia.

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Important information

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The VCMM projections are based on a statistical analysis of historical data. Future returns may behave differently from the historical patterns captured in the VCMM. More importantly, the VCMM may be underestimating extreme negative scenarios unobserved in the historical period on which the model estimation is based.

The Vanguard Capital Markets Model® is a proprietary financial simulation tool developed and maintained by Vanguard's primary investment research and advice teams. The model forecasts distributions of future returns for a wide array of broad asset classes. Those asset classes include U.S. and international equity markets, several maturities of the U.S. Treasury and corporate fixed income markets, international fixed income markets, U.S. money markets, commodities, and certain alternative investment strategies. The theoretical and empirical foundation for the Vanguard Capital Markets Model is that the returns of various asset classes reflect the compensation investors require for bearing different types of systematic risk (beta). At the core of the model are estimates of the dynamic statistical relationship between risk factors and asset returns, obtained from statistical analysis based on available monthly financial and economic data from as early as 1960. Using a system of estimated equations, the model then applies a Monte Carlo simulation method to project the estimated interrelationships among risk factors and asset classes as well as uncertainty and randomness over time. The model generates a large set of simulated outcomes for each asset class over several time horizons. Forecasts are obtained by computing measures of central tendency in these simulations. Results produced by the tool will vary with each use and over time.

The Vanguard Lifecycle Model (VLCM) is designed to identify the product design that represents the best investment solution for a theoretical, representative investor who uses the target-date funds to accumulate wealth for retirement. The VLCM generates an optimal custom glide path for a participant population by assessing the trade-offs between the expected (median) wealth accumulation and the uncertainty about that wealth outcome, for thousands of potential glide paths. The VLCM does this by combining two sets of inputs: the asset class return projections from the VCMM and the average characteristics of the participant population. Along with the optimal custom glide path, the VLCM generates a wide range of portfolio metrics such as a distribution of potential wealth accumulation outcomes, risk and return distributions for the asset allocation, and probability of ruin, such as the odds of participants depleting their wealth by age 95.

The VLCM inherits the distributional forecasting framework of the VCMM and applies to it the calculation of wealth outcomes from any given portfolio.

The most impactful drivers of glide path changes within the VLCM tend to be risk aversion, the presence of a defined benefit plan, retirement age, savings rate and starting compensation. The VLCM chooses among glide paths by scoring them according to the utility function described and choosing the one with the highest score. The VLCM does not optimize the levels of spending and contribution rates. Rather, the VLCM optimizes the glide path for a given customizable level of spending, growth rate of contributions and other plan sponsor characteristics.

A full dynamic stochastic life-cycle model, including optimization of a savings strategy and dynamic spending in retirement is beyond the scope of this framework.

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Important information

For more information about any fund, visit institutional.vanguard.com or call 866-499-8473 to obtain a prospectus or, if available, a summary prospectus. Investment objectives, risks, charges, expenses, and other important information are contained in the prospectus; read and consider it carefully before investing.

Vanguard ETF® Shares are not redeemable with the issuing fund other than in very large aggregations worth millions of dollars. Instead, investors must buy or sell Vanguard ETF Shares in the secondary market and hold those shares in a brokerage account. In doing so, the investor may incur brokerage commissions and may pay more than net asset value when buying and receive less than net asset value when selling.

Mutual funds and all investments are subject to risk, including the possible loss of the money you invest. Prices of mid- and small-cap stocks often fluctuate more than those of large-company stocks. Investments in stocks or bonds issued by non-U.S. companies are subject to risks including country/regional risk and currency risk. These risks are especially high in emerging markets. Funds that concentrate on a relatively narrow sector face the risk of higher share-price volatility. It is possible that tax-managed funds will not meet their objective of being tax-efficient. Because company stock funds concentrate on a single stock, they are considered riskier than diversified stock funds.

Investments in bond funds are subject to the risk that an issuer will fail to make payments on time and that bond prices will decline because of rising interest rates or negative perceptions of an issuer's ability to make payments. High-yield bonds generally have medium- and lower-range credit quality ratings and are therefore subject to a higher level of credit risk than bonds with higher credit quality ratings. Although the income from a municipal bond fund is exempt from federal tax, you may owe taxes on any capital gains realized through the fund's trading or through your own redemption of shares. For some investors, a portion of the fund's income may be subject to state and local taxes, as well as to the federal Alternative Minimum Tax. Diversification does not ensure a profit or protect against a loss.

While U.S. Treasury or government agency securities provide substantial protection against credit risk, they do not protect investors against price changes due to changing interest rates. Unlike stocks and bonds, U.S. Treasury bills are guaranteed as to the timely payment of principal and interest.

Investments in Target Retirement Funds or Trusts are subject to the risks of their underlying funds. The year in the fund name refers to the approximate year (the target date) when an investor in the fund or trust would retire and leave the workforce. The fund or trust will gradually shift its emphasis from more aggressive investments to more conservative ones based on its target date. An investment in the Target Retirement Fund or Trust is not guaranteed at any time, including on or after the target date.

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A stable value investment is neither insured nor guaranteed by the U.S. government. There is no assurance that the investment will be able to maintain a stable net asset value, and it is possible to lose money in such an investment.

Factor funds are subject to investment style risk, which is the chance that returns from the types of stocks in which the fund invests will trail returns from U.S. stock markets. Factor funds are subject to manager risk, which is the chance that poor security selection will cause the fund to underperform relevant benchmarks or other funds with a similar investment objective.

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Vanguard Marketing Corporation, Distributor of the Vanguard Funds. U.S. Patent Nos. 6,879,964; 7,337,138; 7,720,749; 7,925,573; 8,090,646; 8,417,623; and 8,626,636.



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Prepared for Public Agency Retirement Services (PARS)

Important information

The asset-return distributions shown here represent Vanguard's view on the potential range of risk premiums that may occur over the next ten years; such long-term projections are not intended to be extrapolated into a short-term view. These potential outcomes for long-term investment returns are generated by the Vanguard Capital Markets Model® (VCMM) and reflect the collective perspective of our Investment Strategy Group. The expected risk premiums—and the uncertainty surrounding those expectations—are among a number of qualitative and quantitative inputs used in Vanguard's investment methodology and portfolio construction process.

IMPORTANT: The projections and other information generated by the Vanguard Capital Markets Model regarding the likelihood of various investment outcomes are hypothetical in nature, do not reflect actual investment results, and are not guarantees of future results. VCMM results will vary with each use and over time.

The VCMM projections are based on a statistical analysis of historical data. Future returns may behave differently from the historical patterns captured in the VCMM. More important, the VCMM may be underestimating extreme negative scenarios unobserved in the historical period on which the model estimation is based. Distribution of return outcomes from the VCMM are derived from 10,000 simulations for each modeled asset class. Simulations are as of September 30, 2020. Results from the model may vary with each use and over time.

The VCMM is a proprietary financial simulation tool developed and maintained by Vanguard's Investment Strategy Group. The model forecasts distributions of future returns for a wide array of broad asset classes. Those asset classes include U.S. and international equity markets, several maturities of the U.S. Treasury and corporate fixed income markets, international fixed income markets, U.S. money markets, commodities, and certain alternative investment strategies. The theoretical and empirical foundation for the Vanguard Capital Markets Model is that the returns of various asset classes reflect the compensation investors require for bearing different types of systematic risk (beta). At the core of the model are estimates of the dynamic statistical relationship between risk factors and asset returns, obtained from statistical analysis based on available monthly financial and economic data. Using a system of estimated equations, the model then applies a Monte Carlo simulation method to project the estimated interrelationships among risk factors and asset classes as well as uncertainty and randomness over time. The model generates a large set of simulated outcomes for each asset class over several time horizons. Forecasts are obtained by computing measures of central tendency in these simulations. Results produced by the tool will vary with each use and over time.

The primary value of the VCMM is in its application to analyzing potential client portfolios. VCMM asset-class forecasts—comprising distributions of expected returns, volatilities, and correlations—are key to the evaluation of potential downside risks, various risk–return trade-offs, and the diversification benefits of various asset classes. Although central tendencies are generated in any return distribution, Vanguard stresses that focusing on the full range of potential outcomes for the assets considered, is the most effective way to use VCMM output. The VCMM seeks to represent the uncertainty in the forecast by generating a wide range of potential outcomes. It is important to recognize that the VCMM does not impose “normality” on the return distributions, but rather is influenced by the so-called fat tails and skewness in the empirical distribution of modeled asset-class returns. Within the range of outcomes, individual experiences can be quite different, underscoring the varied nature of potential future paths. Indeed, this is a key reason why we approach asset-return outlooks in a distributional framework.

All investing is subject to risk, including the possible loss of the money you invest. Past performance is no guarantee of future returns. Diversification does not ensure a profit or protect against a loss in a declining market. There is no guarantee that any particular asset allocation or mix of funds will meet your investment objectives or provide you with a given level of income. The performance of an index is not an exact representation of any particular investment, as you cannot invest directly in an index.

Stocks of companies in emerging markets are generally more risky than stocks of companies in developed countries. U.S. government backing of Treasury or agency securities applies only to the underlying securities and does not prevent price fluctuations. Investments that concentrate on a relatively narrow market sector face the risk of higher price volatility. Investments in stocks issued by non-U.S. companies are subject to risks including country/regional risk and currency risk.

Bond funds are subject to the risk that an issuer will fail to make payments on time, and that bond prices will decline because of rising interest rates or negative perceptions of an issuer's ability to make payments. High-yield bonds generally have medium- and lower-range credit-quality ratings and are therefore subject to a higher level of credit risk than bonds with higher credit-quality ratings. Although the income from U.S. Treasury obligations held in the fund is subject to federal income tax, some or all of that income may be exempt from state and local taxes.

Valley Collaborative by the Numbers



Analytical Review 2020-2021

Valley Measuring Their Sense of Belonging



- A sense of belonging can be so powerful that it can create both value in life and the ability to learn healthy coping skills when experiencing intensive and painful emotions.
- When people live with a sense of belonging, a positive increase in many other areas of their lives such as intellectual levels, empathy, social skills, mental health, physical health and motivation are improved.

2020/2021 Sense of Belonging Survey

Results



- 241 students/individuals completed this year's Student Survey
- 151 staff completed the 2021 Sense of Belonging survey
- 106 families completed the Family Survey this year

Sense of Belonging Staff Survey

Questions were designed to obtain feedback about:

- Culture
- Technology
- Impressions of policies and protocols implemented
- Communication and Support

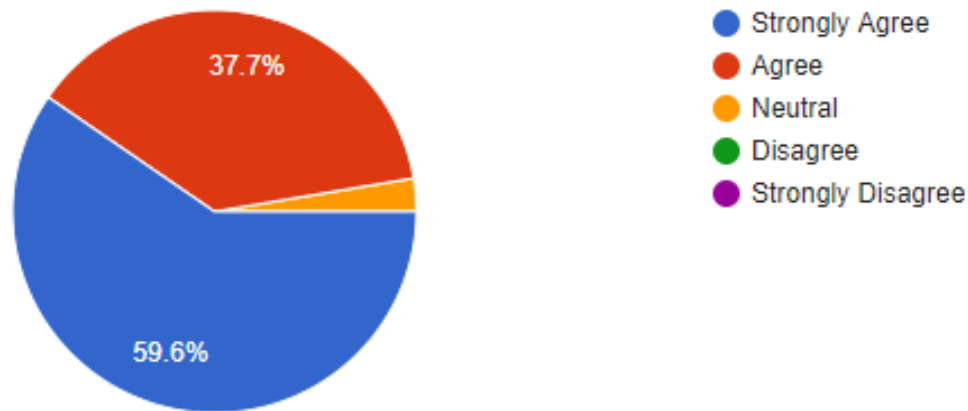


151 staff completed the 2020/2021 staff survey this
year

=62.3% completion rate

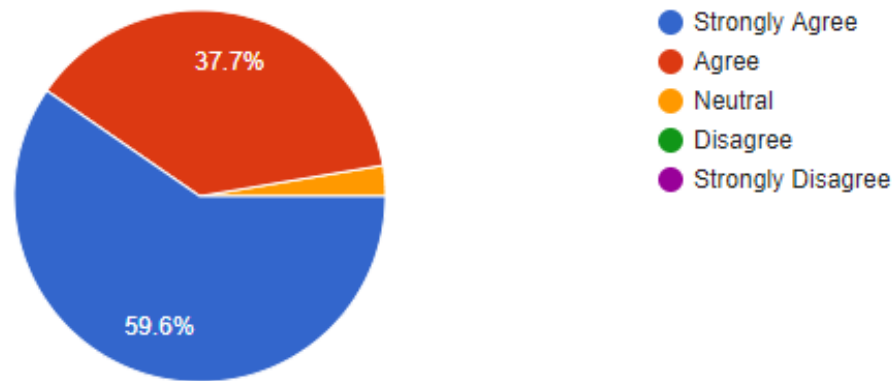
Staff Survey Results

- 93.4% of staff agree or strongly agree that their principal/administrator promotes a culture that affirms and values individuals' cultural, linguistic, racial, gender and other identity differences.



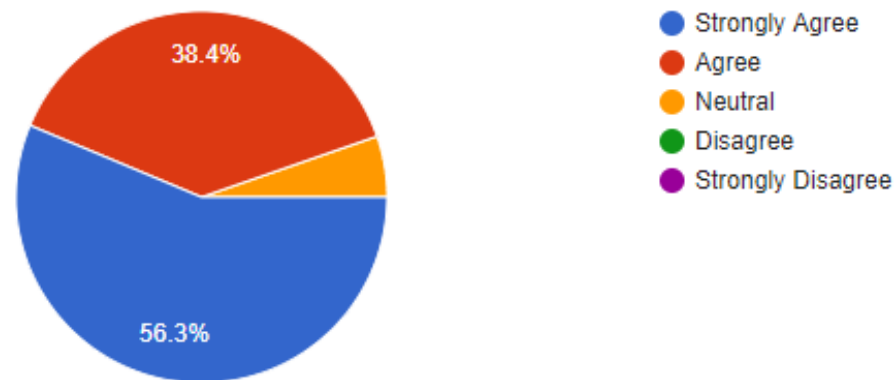
Staff Survey Results

- 97.3% of staff agree or strongly agree that their principal/administrator implements effective school-based programs that support students' social and emotional well-being.



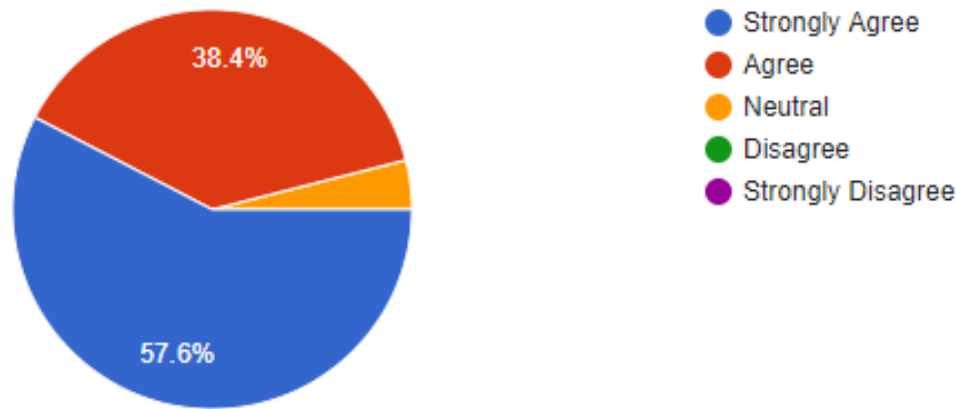
Staff Survey Results

- 94.7% of staff agree or strongly agree that teachers have access to digital and technology tools (e.g. learning management systems, teaching and learning apps) that cultivate a safe and supportive online learning environment for students.



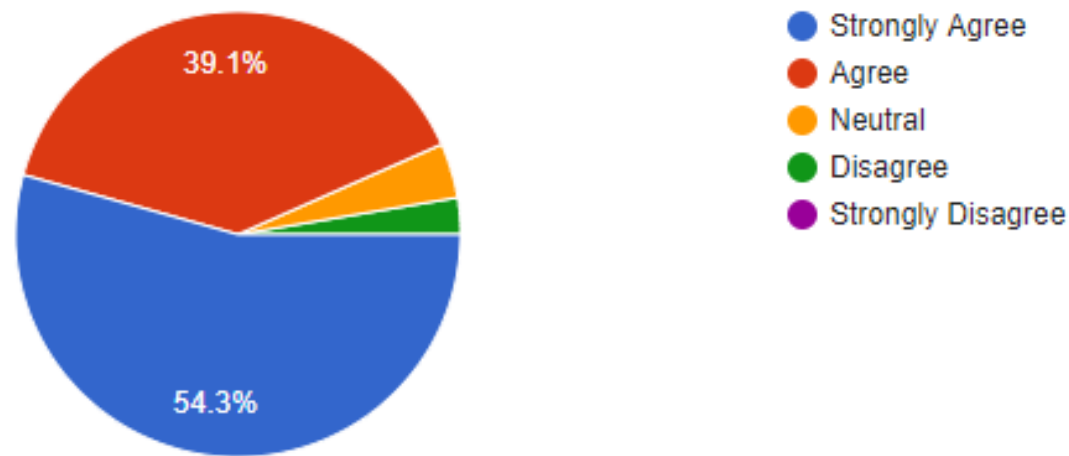
Staff Survey Results

- 96% of staff agree or strongly agree that our building has systems (e.g. entry and dismissal routines, meals, class, transitions) in place to ensure that the school runs in a safe and efficient manner.



Staff Survey Results

- 93.4% of staff agree or strongly agree that our building administration provided clear and direct communication to them during this pandemic regarding closure, reopening, and protocols.



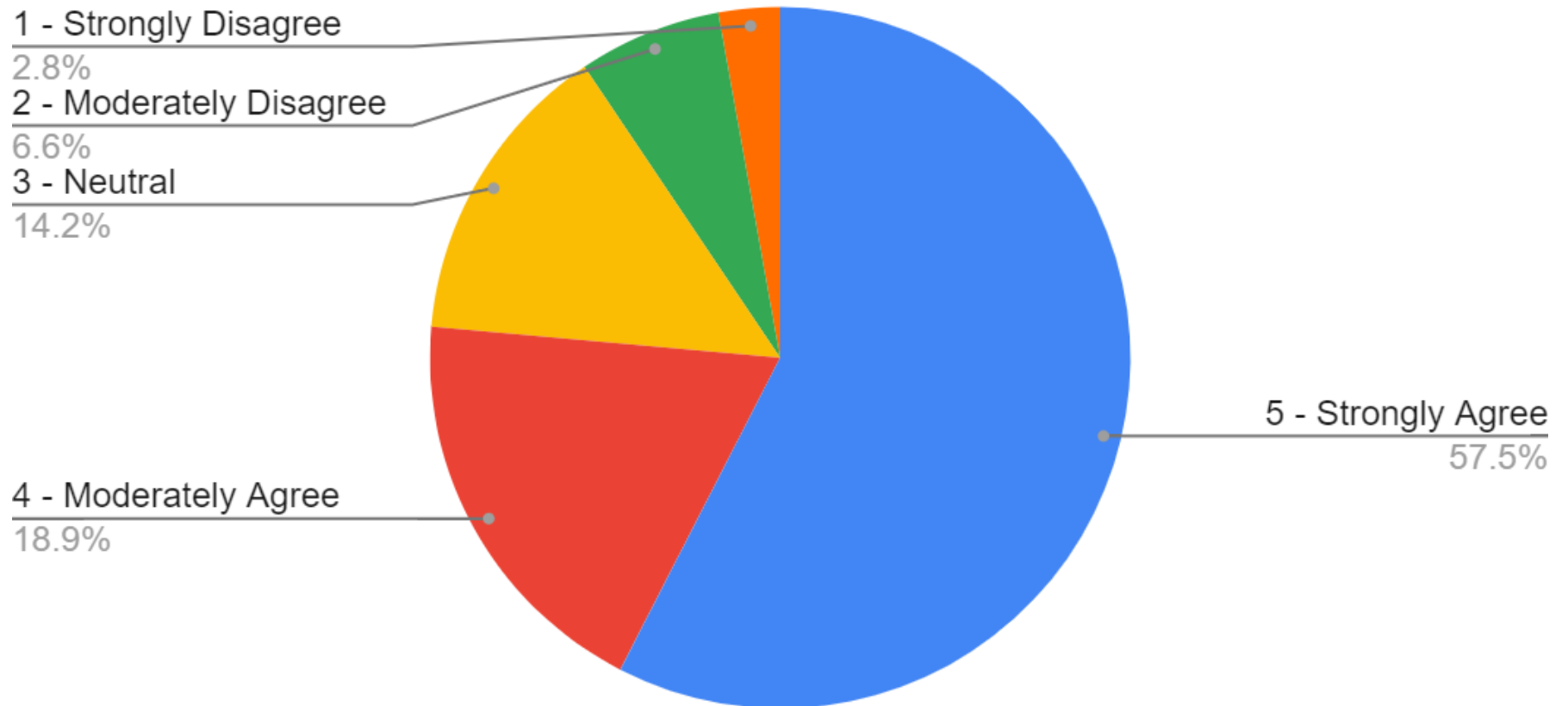
Sense of Belonging Family Survey

**** Questions are designed to target the following indicators:**

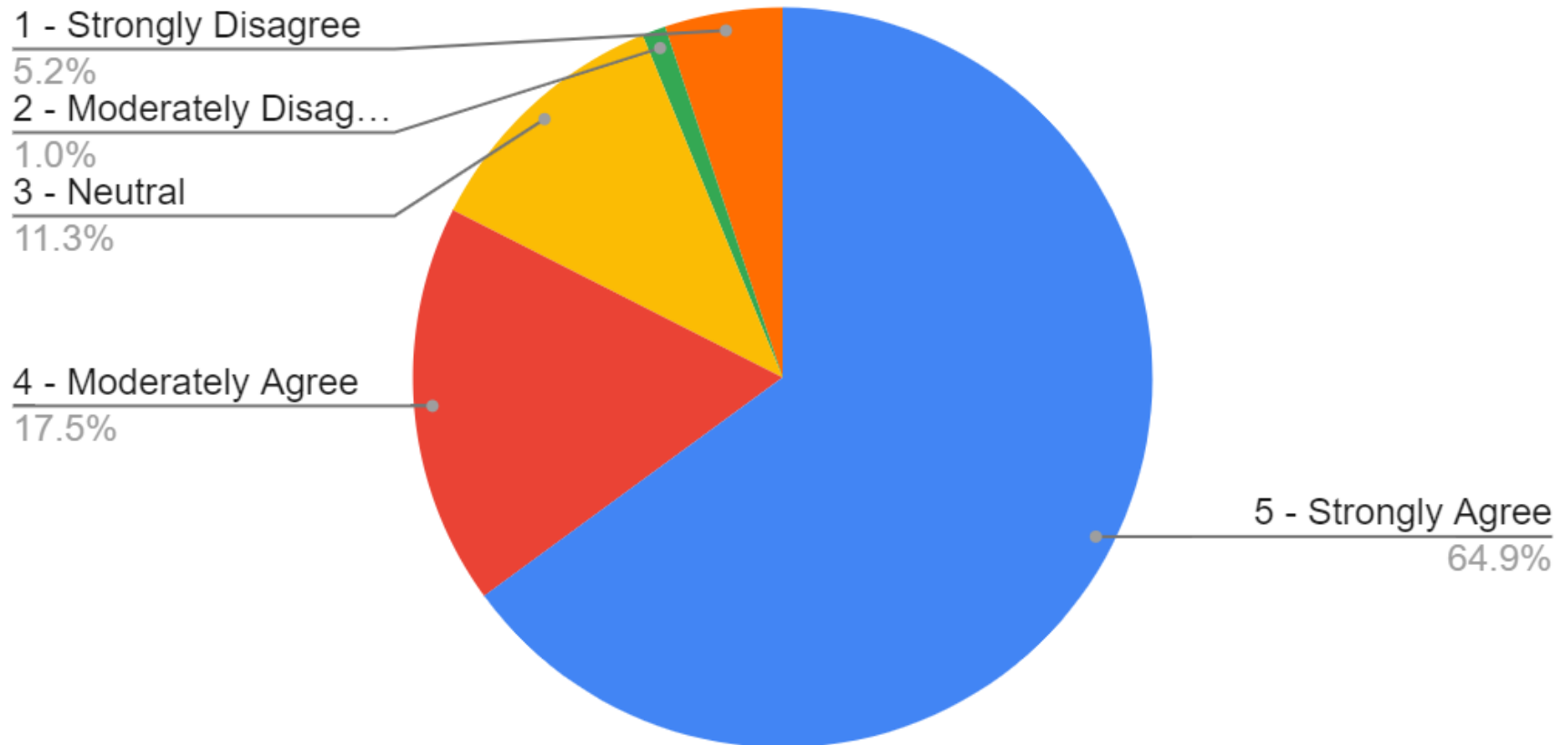
- Programming
- Our remote learning plans
- Communication
- Procedures
- Safety
- Progress



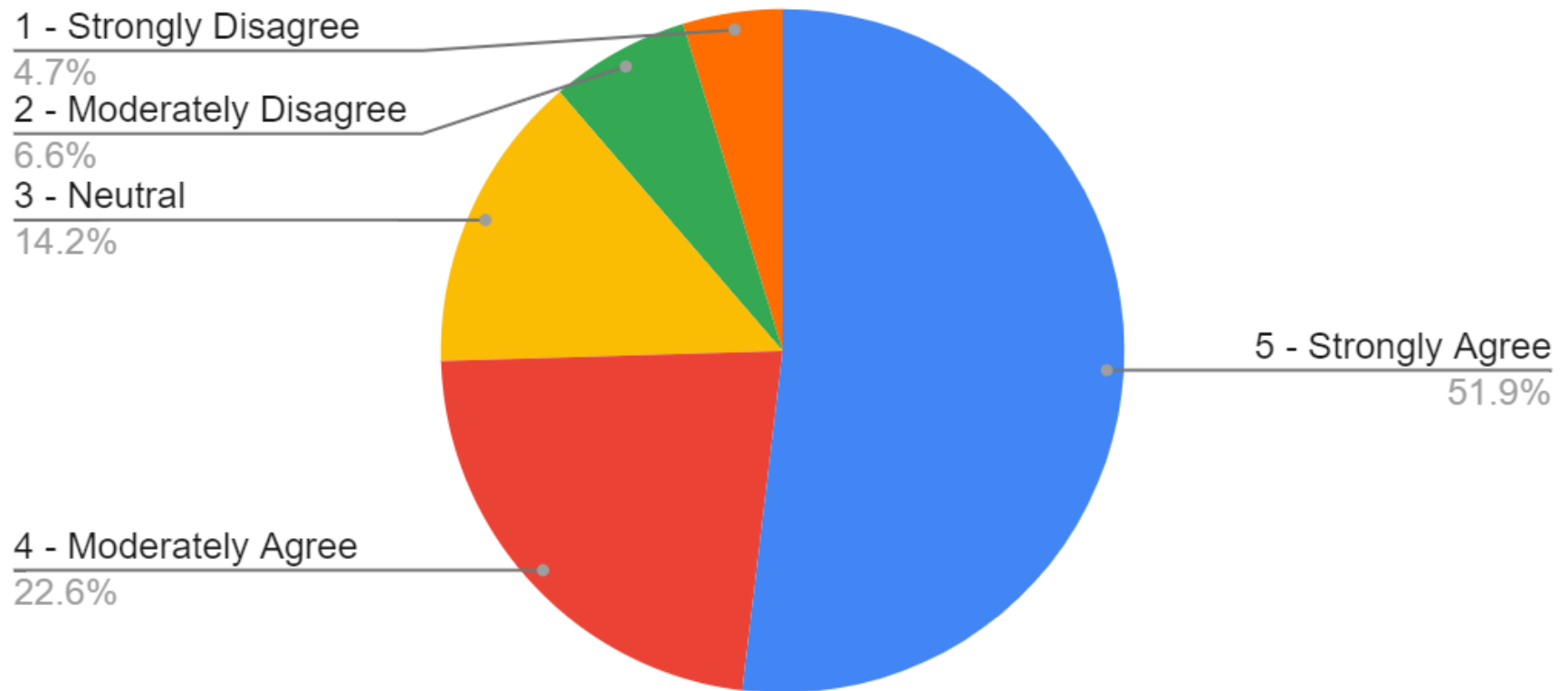
Over the past year, do you feel you had adequate access to Valley's programming?



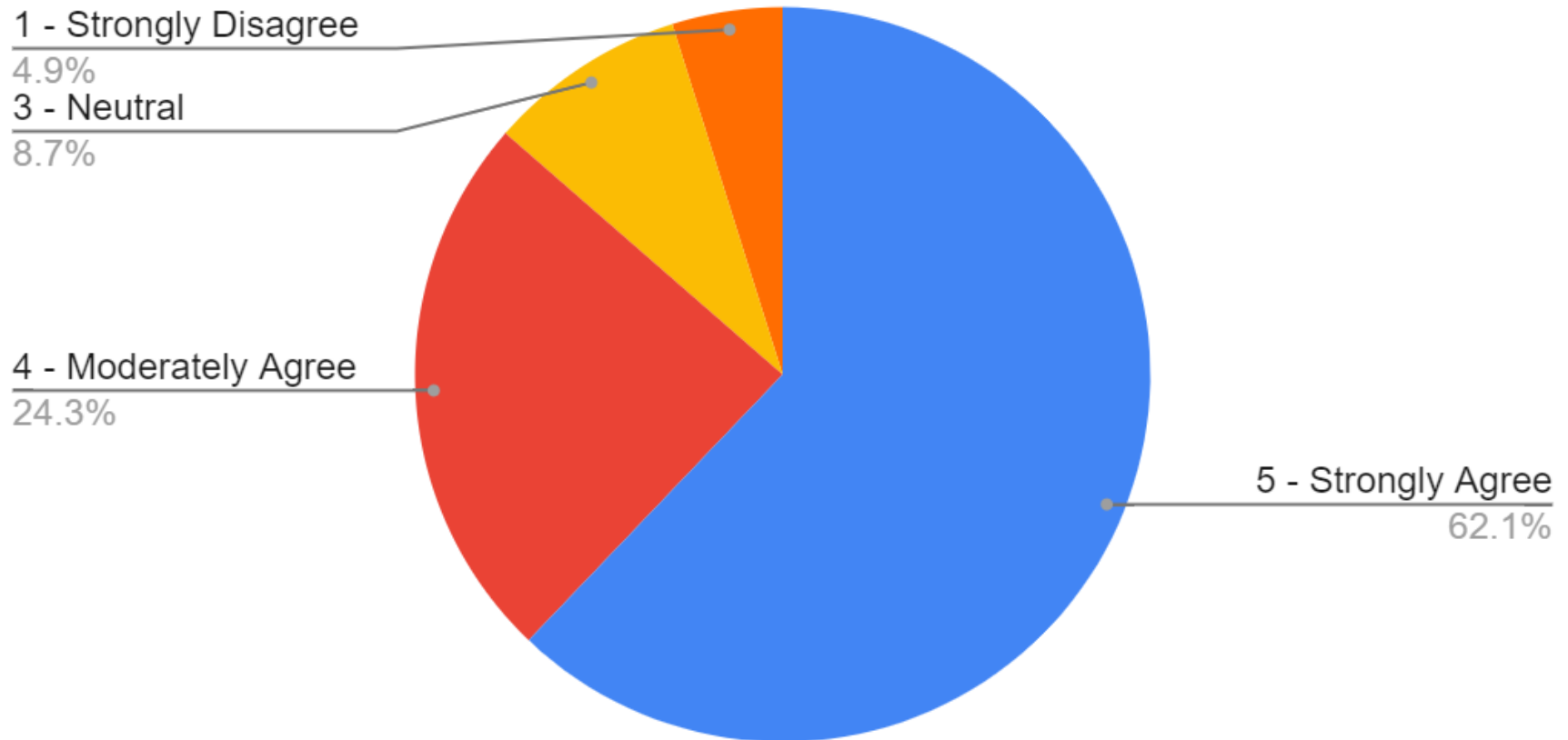
During the pandemic and if your student/individual returned to the in-person model, did you feel comfortable with the procedures that were implemented to keep them safe?



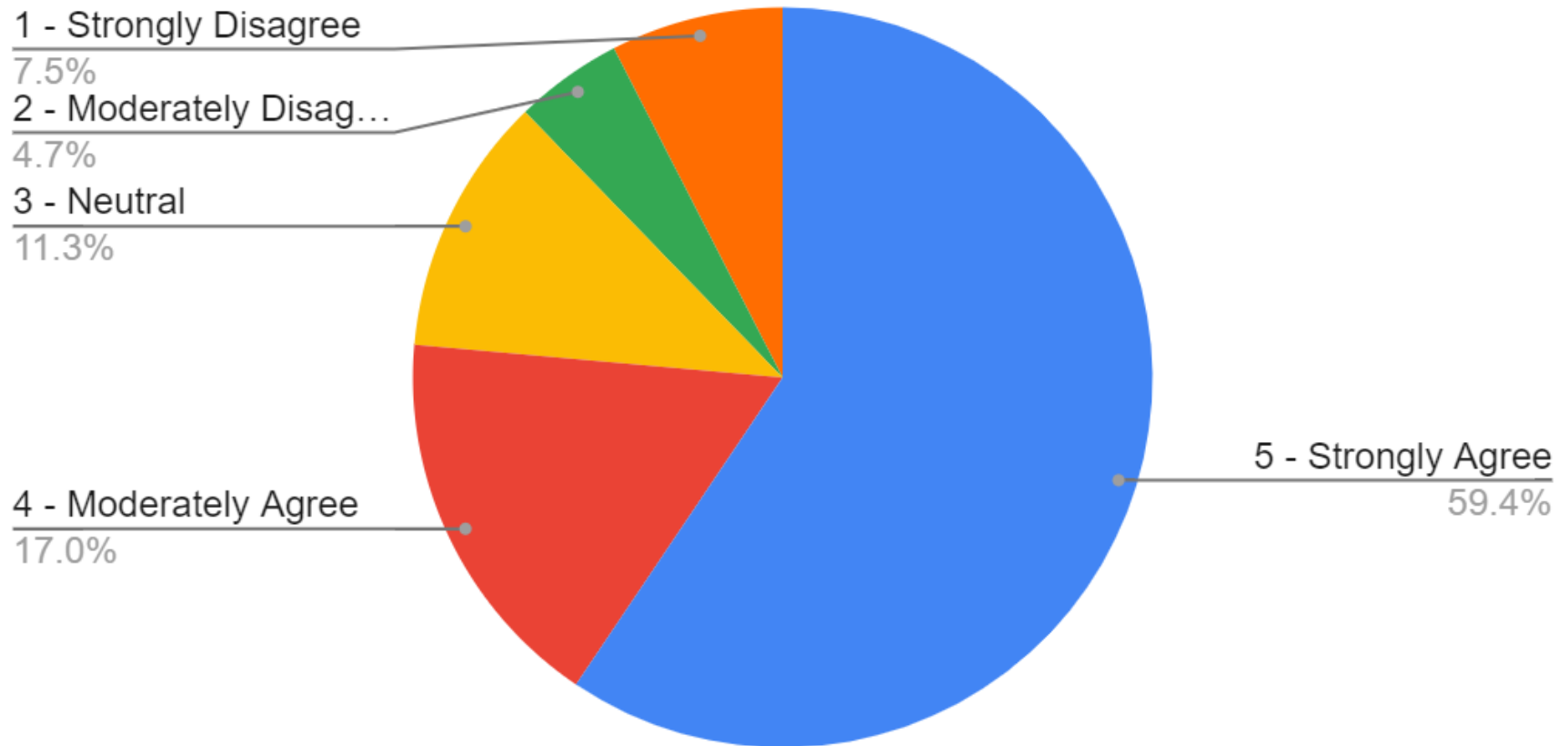
Were you satisfied with the alternative programming that was provided during the pandemic?



Did you feel properly informed about the policies related to the pandemic that were implemented?



Do you feel your student/individual continued to progress during the pandemic?



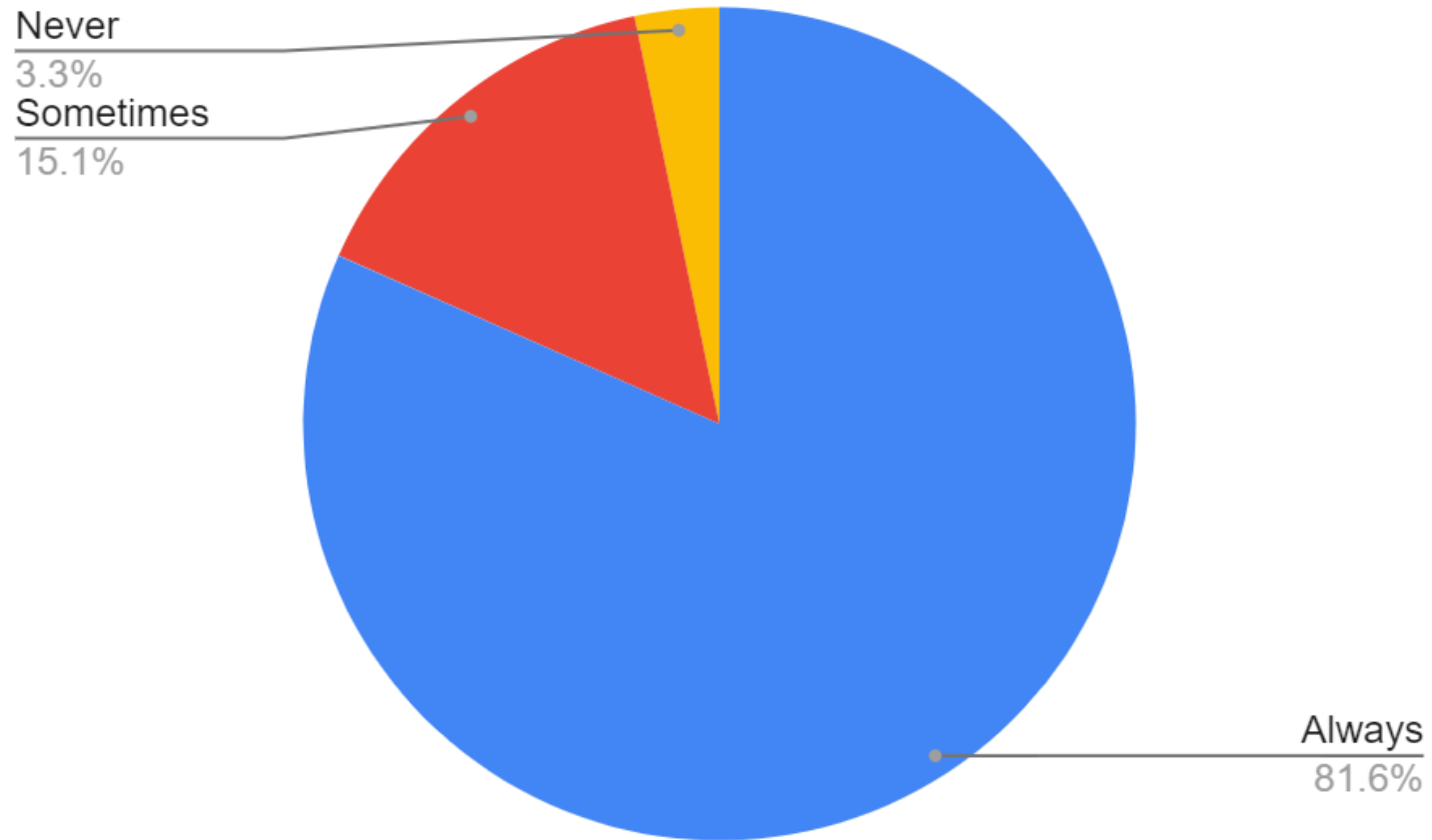
Sense of Belonging Student Survey

**** Questions are designed to target the following indicators:**

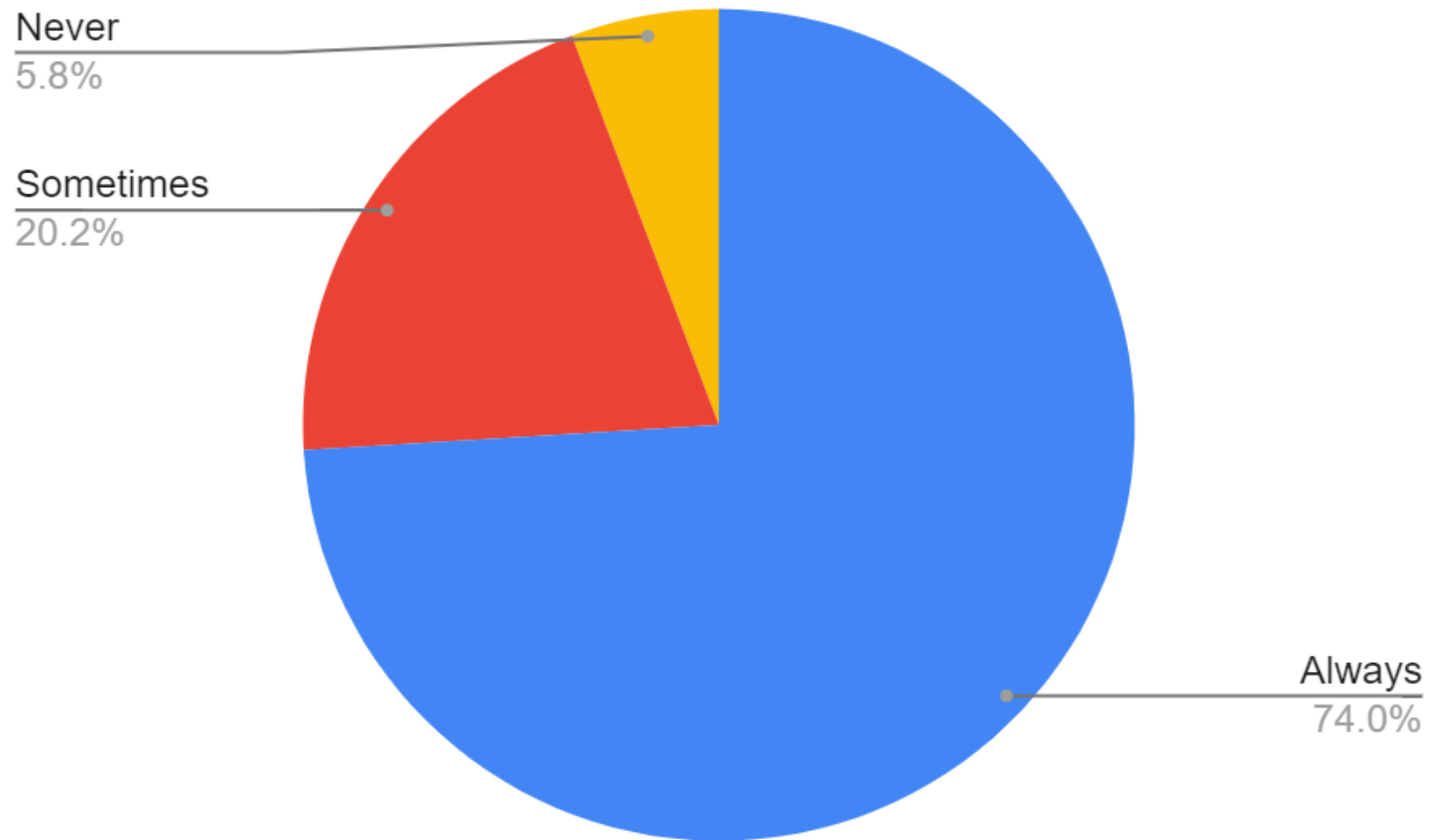
- Staff/Program Impressions
- Impressions of policies and protocols implemented
- Areas to improve
- Independence
- Peer Relationships
- School culture
- Self-Actualization
- Technology



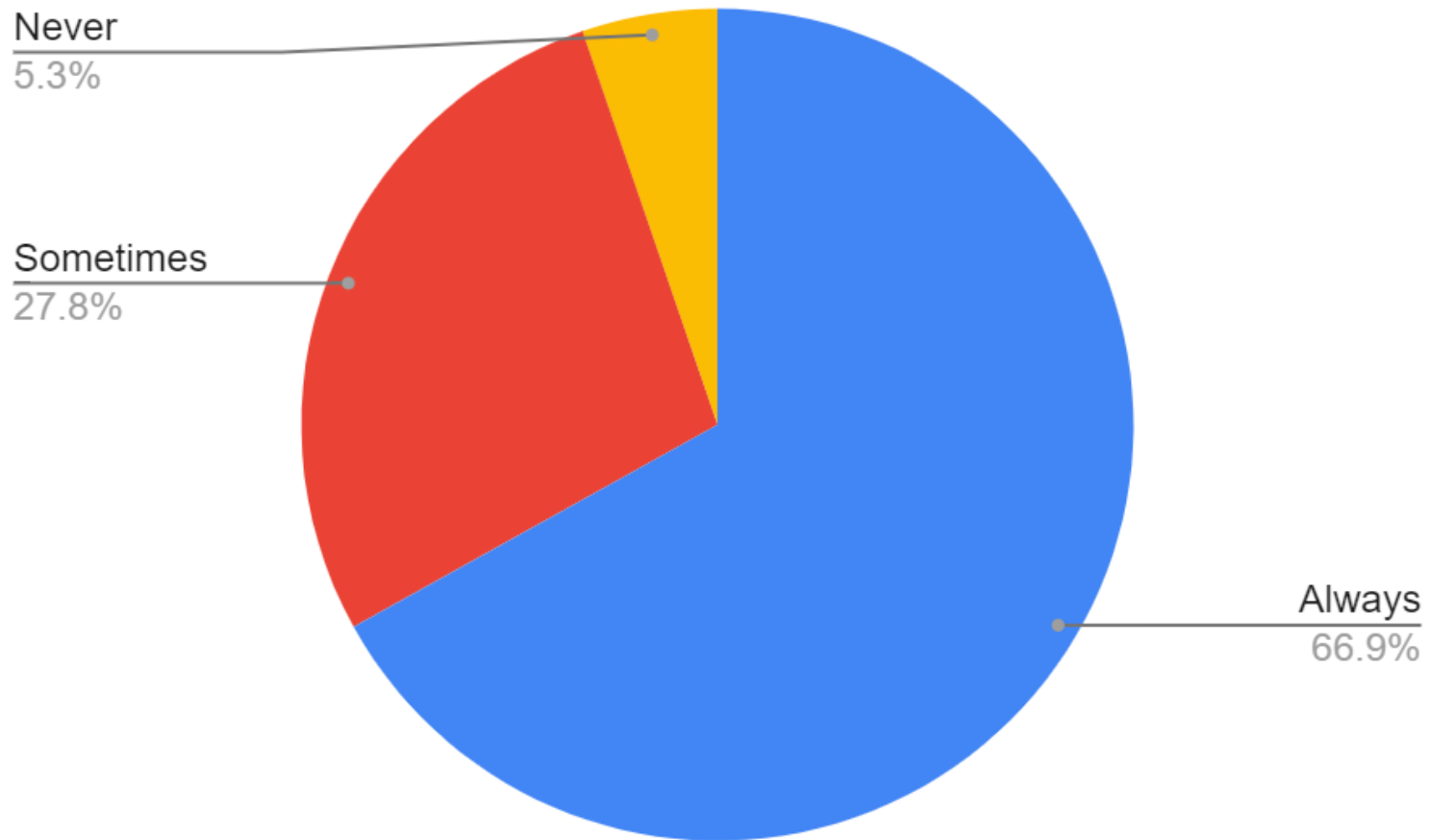
My staff treats all individuals respectfully, regardless of a individual's race, culture, family income, religion, sex, or sexual orientation.



I feel safe in my school.



I am comfortable being myself at this school.

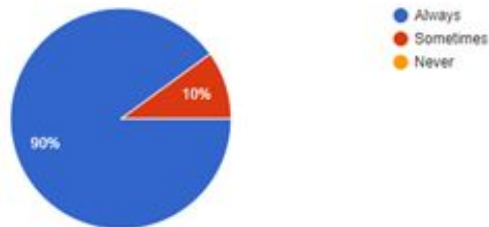


Across all programs, 72.2% of students/individuals felt as though staff implemented the appropriate policies and procedures to keep them safe during the pandemic.

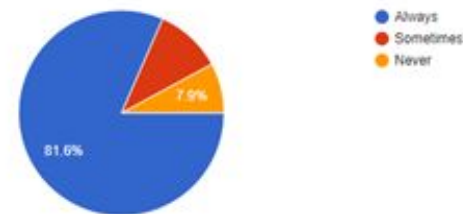


76% of students/individuals across the Collaborative feel that Valley Collaborative is focused on the needs of students/individuals.

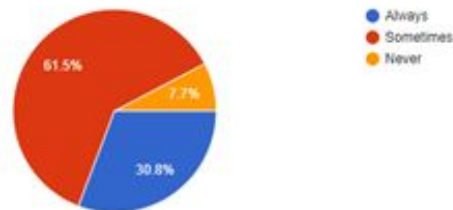
Alternative HS



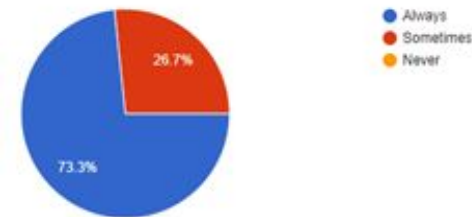
Transitional HS



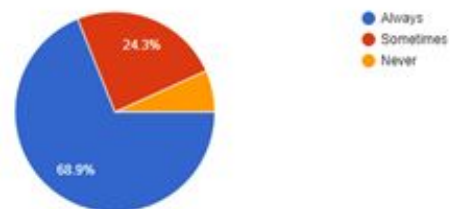
Alternative MS



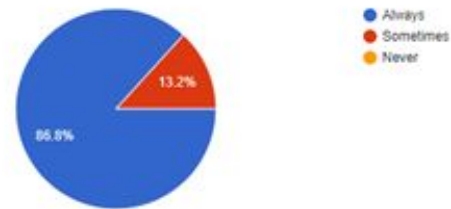
Transitional MS



Elementary School



Today and Tomorrow Program



FY'21 Student Reading Comprehension

Reading Inventory SY20-21 Data Review

Measurement	Result
Reading Benchmark Tests Administered	293
Average Number of Students Tested Per Session:	98
Average Participation Rate Per Session***:	80.95%
Number of Students Displaying Growth:	44
Average Growth:	151L
Number of Students Tested	150

COVID-19 UPDATE

Total # of positive COVID cases: 56



There were 17 classrooms quarantined from July 2020-June 2021.





PPE Purchased

30,000 masks



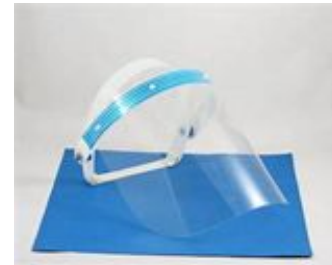
500 gowns



500 boxes of gloves



350 shields





114 staff have been vaccinated

58 students have been vaccinated



FY'21 Technology Enhancements

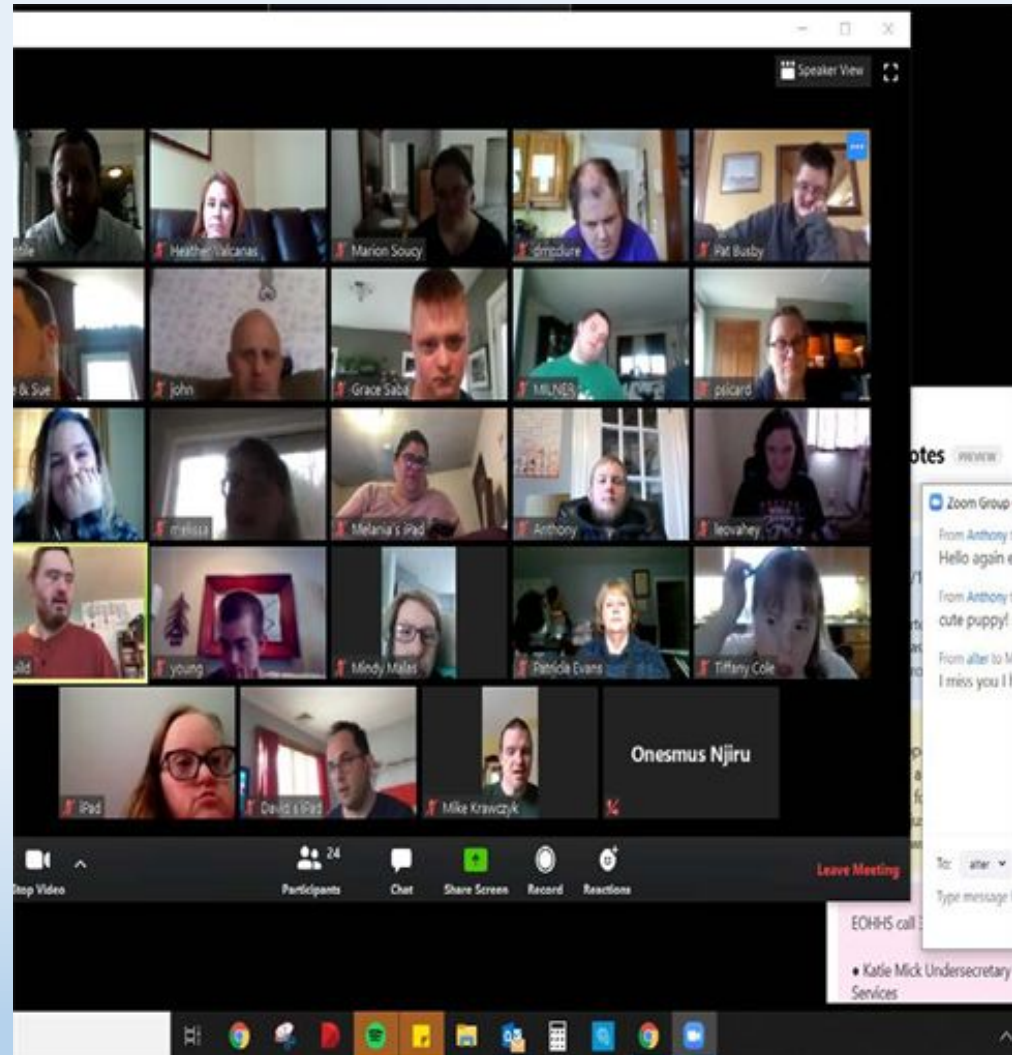
Department Name	Technology Enhancement	Cost	Description
Elementary School	40 Chromebooks	\$ 15,289.00	New Laptops for Staff and Students
	40 iPads	\$ 20,716.00	New iPads for Students
	1 Chromebooks Cart	\$ 2,467.00	Sanitization cart for Chromebooks and iPads
	1 Virtual Classroom	\$ 15,428.00	Zoom room subscription, webcam, computer, soundbar
	2 Soundbars	\$ 1,858.00	Soundbars for classrooms to assist remote learning
	1 Smartboard	\$ 2,353.00	New smartboard to replace broken one
	Dept. Total	\$ 58,111.00	
Alternative Middle & High Schools	47 Chromebooks	\$ 21,242.00	New laptops to replenish broken ones
	1 Chromebooks Cart	\$ 1,787.00	Sanitization cart for Chromebooks and iPads
	1 Virtual Classroom	\$ 8,285.00	Zoom Room subscription, webcam, computer, soundbar
	1 Soundbar	\$ 929.00	Soundbars for classrooms to assist remote learning
	Dept. Total	\$ 32,243.00	
Transitional Middle & High Schools	40 Chromebooks	\$ 15,289.00	New laptops to replenish broken ones
	35 iPads	\$ 4,780.00	New iPads to replenish broken ones.
	1 Chromebooks Cart	\$ 5,920.00	Sanitization cart for Chromebooks and iPads
	1 Virtual Classroom	\$ 8,285.00	Zoom Room subscription, webcam, computer, soundbar
	1 Soundbar	\$ 929.00	Soundbars for classrooms to assist remote learning
	Dept. Total	\$ 35,203.00	
Adult Programs	20 Chromebooks	\$ 13,721.00	New Laptops for Staff and Adult Participants
	10 iPads	\$ 4,780.00	New iPads for Adult Participants
	1 Chromebooks Cart	\$ 2,467.00	Sanitization cart for Chromebooks and iPads
	1 Virtual Classroom	\$ 15,428.00	Zoom Room subscription, webcam, computer, soundbar
	Dept. Total	\$ 36,396.00	
Infrastructure Changes	Email Server	\$ 16,800.00	Migration to Microsoft email server
	Security Systems	\$ 5,439.00	Upgraded security badge system at 40LC
	Help Desk System	\$ 3,353.00	Migration to Fresh Desk ticketing
	Phone Lines	\$ 14,706.00	Starting July 1st, we are migrating our phone lines to Zoom phones
	Server Updates	\$ -	Updated all servers and computers to Windows 10
	Firewall Upgrades	\$ -	Upgraded firewall settings to ensure safety
	Blackboard Notifications	\$ -	Blackboard mass notification system set-up
	Aspen Parent Portal	\$ -	Improved communication between Valley and families via parent portal
	Dept. Total	\$ 40,298.00	
Valley Total			\$ 202,251.00

Valley by the Numbers

Adult Programs FY'21

Adult Program Highlights

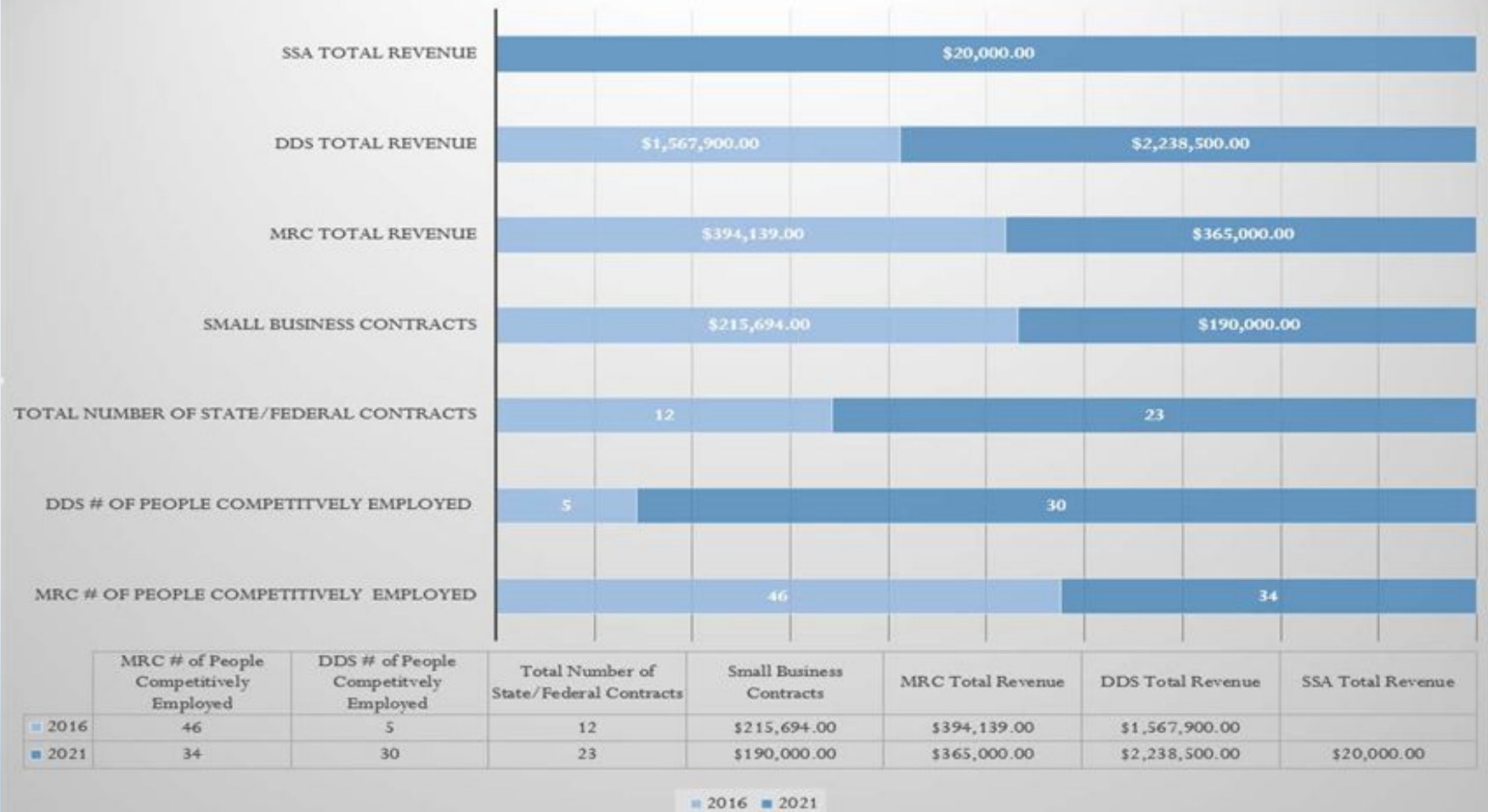
- Valley's DDS remote programming has been a Northeast Region Leader in FY'21, with over 50 devices loaned/purchased for Individuals.
- Small Business relationships remain strong through the continued financial support of the Today & Tomorrow program. This is especially significant because Adult DDS workers are still restricted from performing on-site tasks.
- EOHHS Covid-19 restrictions are still in place, significantly reducing on-site program and transportation capacity.
- Individual, family, staff and agency satisfaction with Valley programming remains high despite significant state imposed restrictions.
- Two new programming options were offered in FY'21, after Valley successfully applied for and was awarded this year; the DESE/DDS residential program and In-Home Supports.



FY'21 Snapshot by Referring Agency

	Department of Developmental Services Contracts	Small Business Contracts	Massachusetts Rehabilitation Commission Contracts	Social Security Administration Contract
Referrals	High	N/A	Low	Low
Covid-19 Restrictions	High	High	High	High
On-Site Capacity	Low/Moderate	Low	Moderate	Moderate
Remote Capacity	High	Moderate	Low	Low
Potential for Expansion FY'22	High	Moderate	Low	Moderate
Performance FY'21	High	High	Moderate	Moderate
Staff Retainment/Satisfaction	High	High	High	High
Client Satisfaction	High	High	High	High
Agency Satisfaction	High	High	High	High

Five Year Adult Services Contracts Comparision



Adult Program Financials

- Total Adult Program Revenue increased from \$2,035,000 in FY'16 to a projected \$2,700,000 in FY'21.
- Small Business billing was reduced 12% in FY'21, while expenses were down 93%.
- Pre-Covid-19 revenue estimates for FY'21 were over 3 million dollars.
- FY'22 Adult Revenue is projected to be 2.9 million.





Central Administration Office

25 Linnell Circle, Billerica MA 01821 * Tel: (978)528-7826 * <http://www.valleycollaborative.org>

MEMORANDUM

To: Valley Collaborative Board of Directors
From: Dr. Chris A. Scott, Executive Director
Date: June 10, 2021
Re: Executive Director's Evaluation

Attached please find the Executive Director's Evaluation.

Required Action:

Approval of Evaluation

Attachments:

Evaluation



Central Administration Office

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MEMORANDUM

To: Valley Collaborative Board of Directors
From: Dr. Chris A. Scott, Executive Director
Date: June 10, 2021
Re: Executive Director's Contract Review

I am respectfully requesting:

- a. The Board of Directors reinstate the Life Insurance term to my employment contract. The policy premium payment of \$2,581.60 payable to New York Life Insurance Company would be processed on an accounts payable warrant annually.
- b. Buyback additional two weeks vacation time because of lack of usage due to Covid.

Required Action:

Vote

Attachments:

None



Central Administration Office

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MEMORANDUM

To: Valley Collaborative Board of Directors
From: Dr. Chris A. Scott, Executive Director
Date: June 10, 2021
Re: Business Manager/Accountant's Evaluation

Attached please find the Business Manager/Accountant's Evaluation.

Required Action:

Approval of Evaluation

Attachments:

Evaluation

Summative Evaluation Report

Educator—Name/Title: James George/Business Manager / Accountant

Primary Evaluator—Name/Title: Valley Collaborative Board Chair

Supervising Evaluator, if any—Name/Title/Role in evaluation: _____

School(s): Central Administration

Educator Plan:



Self-Directed Growth Plan



Directed Growth Plan



Developing Educator Plan



Improvement Plan

Progress Toward Student Learning Goal(s)



Unsatisfactory



Needs Improvement



Proficient



Exemplary

Rationale, evidence, and feedback for improvement:

Valley finished the year exceeding financial expectations - in the black - in spite of significant enrollment decline/tuition revenue loss due to COVID19. Financial resources were allocated to PPE and technology hardware and infrastructure to support remote learning. The feedback from families, students and staff regarding remote learning was very positive.

Progress Toward Professional Practice Goal(s)



Unsatisfactory



Needs Improvement



Proficient



Exemplary

Rationale, evidence, and feedback for improvement:

Jim George worked on a team which helped to ensure the following goal was executed in an exemplary manner: In the 2020/2021 school year, we will set clear expectations for, and provide appropriate supports to educators regarding regular, two-way, culturally proficient communication with families by providing educators with resources to support, manage, and monitor family communications and engagement, including translation services, as necessary, as evidenced by implementing a communication system (Aspen Family Portal) and tracking log (Google Communication Log), and ongoing monitoring of bi-weekly educator/family communications.

Summative Evaluation Report

Educator—Name/Title: James George/Business Manager / Accountant

Performance on Each Standard
<p>Standard I: Instructional Leadership</p> <p> ☐ Unsatisfactory ☐ Needs Improvement ☐ Proficient ☒ Exemplary </p> <p><u>Rationale, evidence, and feedback for improvement:</u></p> <p>Supports administrator teams to identify a range of appropriate data sources, including non-traditional information that offers a unique perspective on school and district performance, and models effective data analysis for staff. Jim is able to model this element.</p>
<p>Standard II: Management and Operations</p> <p> ☐ Unsatisfactory ☐ Needs Improvement ☐ Proficient ☒ Exemplary </p> <p><u>Rationale, evidence, and feedback for improvement:</u></p> <p>Identifies ineffective accounting and payroll practices and procedures and works to improve their effectiveness or implement new practices and procedures. Ensures staff is knowledgeable and competent in the accounting and payroll functions they perform, and continually works to increase their knowledge and competence through training. Identifies and implements ways in which policies and procedures can be more clearly articulated and documented. Jim is able to model this element.</p>
<p>Standard III: Family and Community Engagement</p> <p> ☐ Unsatisfactory ☐ Needs Improvement ☐ Proficient ☐ Exemplary </p> <p><u>Rationale, evidence, and feedback for improvement:</u></p> <p>N/A</p>
<p>Standard IV: Professional Culture</p> <p> ☐ Unsatisfactory ☐ Needs Improvement ☐ Proficient ☒ Exemplary </p> <p><u>Rationale, evidence, and feedback for improvement:</u></p> <p>Demonstrates openness and commitment to learning; reflects on personal practice; and relies on student data, current research, and best practice to improve own leadership. Jim is able to model this element.</p>

Summative Evaluation Report

Educator—Name/Title: James George/Business Manager / Accountant

Overall Performance Rating			
☐ Unsatisfactory	☐ Needs Improvement	☐ Proficient	☒ Exemplary
<p><u>Rationale, evidence, and feedback for improvement:</u></p> <p>Jim, you are a valued team player that continues to ensure Valley exceeds its goals. Your statewide leadership as the accountant for MOEC has been beneficial for "modernizing the financial practices" of this statewide organization. Also, the initiative you took to successfully complete the Massachusetts Certified Public Purchasing Official Program demonstrated your commitment to your role at Valley. Thanks for another great year. We appreciate all of your good work.</p>			
Plan Moving Forward			
☐ Self-Directed Growth Plan	☐ Directed Growth Plan	☐ Improvement Plan	☒ Developing Educator Plan

The educator shall have the opportunity to respond in writing to the formative assessment as per 603 CMR 35.06(5)(c) on the Educator Response Form.

Signature of Evaluator: Valley Collaborative Board Chair

Date: 6/7/2021



Central Administration Office

25 Linnell Circle, Billerica MA 01821 * Tel: (978)528-7826 * <http://www.valleycollaborative.org>

MEMORANDUM

To: Valley Collaborative Board of Directors
From: Dr. Chris A. Scott, Executive Director
Date: June 10, 2021
Re: Treasurer's Evaluation and Contract Extension

Attached please find the Treasurer's Evaluation.

Required Action:

Approval of Evaluation

Attachments:

Evaluation

Valley Collaborative Staff Evaluation Form



Employee Name:
 Job Title:
 School/Location:
 Date of Evaluation:
 Name of Evaluator:

INDIVIDUAL PERFORMANCE MEASURES RUBRICS

- 2 - Exceeds Expectations
- 1 - Meets Expectations
- 0 - Does Not Meet Expectations

OVERALL PERFORMANCE MEASURES RUBRICS

- 12 -16: Exceeds Expectations
- 5 - 11: Meets Expectations
- 0 - 4: Does Not Meet Expectations

PERFORMANCE MEASURES

1. Communication

(e.g. listening, oral communication, oral presentation, written communication)

Comments:

Heidi, you are an excellent communicator. The Board appreciates your timely reports and updates.

Individual Score

2 - Exceeds Expectations

2. Personal/Motivation

(e.g. job motivation, work standards, initiative, tolerance for stress, management identification, professional interest, energy, attention to detail, vigilance, integrity, ability to learn, range of interests and controlled demeanor)

Comments:

Heidi, you are always motivated to do a great job and your attention to detail is always impressive.

Individual Score

2 - Exceeds Expectations

**Valley Collaborative
Staff Evaluation Form**



3. Interpersonal

(e.g. sensitivity, leadership, tenacity)

Comments:

Your interpersonal skills are well-suited to be successful in this role. We appreciate your cheery disposition.

Individual Score

2 - Exceeds Expectations

4. Impact

(e.g. rapport building, behavioral flexibility, negotiation, adaptability, independence and resilience)

Comments:

Heidi, you have a good rapport with the team. You are an independent worker and the Board can always count on the quality of your work.

Individual Score

2 - Exceeds Expectations

5. Decision Making

(e.g. analysis, judgment, oral fact finding and decisiveness)

Comments:

Heidi, you have demonstrated good judgment and analytical skills in your role as treasurer.

Individual Score

2 - Exceeds Expectations

6. Extra-organizational Awareness

(e.g. recognition of safety needs, creativity/innovativeness, risk taking, organizational sensitivity, extra-organizational sensitivity and controlled decision making)

Comments:

As treasurer, we are pleased you are not a professional risk taker and that you clearly understand the importance of your tasks and duties and you carry them out, appropriately.

Individual Score

2 - Exceeds Expectations

Valley Collaborative Staff Evaluation Form



7. Knowledge/Skills

(e.g. technical/professional proficiency, technical/professional knowledge)

Comments:

You have all of the technical/professional skills necessary to do your job in an exemplary manner.

Individual Score

2 - Exceeds Expectations

8. Career Development

(e.g. career ambition, self-development orientation and technical/ professional/ self-development)

Comments:

Heidi, you have taken all of the necessary steps to be successful in your career as treasurer.

Individual Score

2 - Exceeds Expectations

OVERALL PERFORMANCE

Overall Score = 16 (Exceeds Expectations)
Heidi, you exceed all expectations. Thank you for another great year. We hope you remain a Valley team member for years to come.

Overall Score

12 - 16 Exceeds Expectations

EMPLOYEE COMMENTS

Thank you for the positive feedback. I enjoy my work with the Collaborative and also hope to continue being part of the Valley team in the future.

Employee Signature: _____

Heidi Krizan

Date: _____

5/24/21

Reviewer Signature: _____

Dr. Chris A. Scott

Date: _____

5/19/2021



Central Administration Office

25 Linnell Circle, Billerica MA 01821 * Tel: (978)528-7826 * <http://www.valleycollaborative.org>

MEMORANDUM

To: Valley Collaborative Board of Directors
From: Dr. Chris Scott, Executive Director
Joia Mercurio, Deputy Director
Kari Morrin, Director of Human Resources, Title IX & 504 Coordinator
Date: June 10, 2021
Re: Approval of 2021-2022 Valley Collaborative Employee Handbook

The 2021 – 2022 Valley Collaborative Employee Handbook has been updated in accordance with new laws, regulations, and in compliance with the Department of Elementary and Secondary Education’s upcoming Coordinated Program Review criteria. Notably, the manual was sent to Lyons & Rogers, LLC to be revised and updated in accordance with Title IX & 504 procedures and all other applicable laws.

Below is a summary of all revisions made.

- Equal Opportunity (Page 8)
 - Complaints: Under section IV, the following was added: “Complaints with respect to sexual harassment may be directed to the Title IX Coordinator and complaints with respect to disability based discrimination may be directed to the 504 Coordinator: Kari Morrin, Director of Human Resources and Title IX and 504 Coordinator, 25 Linnell Circle, Billerica, MA 01821, 978-528-7863, kmorrin@valleycollaborative.org.”
 - Grievance Procedure: previous grievance procedure was replaced with in accordance with Title IX regulations
 - the following information was added in accordance with DESE’s CPR criteria
 - Valley Collaborative’s employee recruitment is aimed at reaching all groups, including members of linguistic, ethnic, and racial minorities, females and males, and persons with disabilities.
 - Valley Collaborative conducts a semiannual review of its employment policies and procedures to ensure its employee recruitment practices are aimed at reaching all groups, including members of linguistic, ethnic, and racial minorities, females and males, and persons with disabilities.
- Harassment (Page 10): replaced previous information from sections I – V accordance with Title IX regulations.
- Holiday List on (Page 47) was updated to include Juneteenth

Required Action:

Vote to approve 2021-2022 Valley Collaborative Employee Handbook

Attachments:

2021-2022 Valley Collaborative Employee Handbook

Employee Handbook



Valley Collaborative
25 Linnell Circle
Billerica, MA 01821
Tel: (978) 528-7826

Updated and Approved by the Board of Directors of Valley Collaborative on June 10, 2021

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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. Where a particular benefit is subject to a formal plan, the terms of the formal plan document will control. 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

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 identity, ancestry, sexual orientation, the results of genetic testing, active military service, pregnancy and pregnancy-related conditions, 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.

Valley Collaborative's employee recruitment is aimed at reaching all groups, including members of linguistic, ethnic, and racial minorities, females and males, and persons with disabilities. Valley Collaborative conducts a semiannual review of its employment policies and procedures to ensure its employee recruitment practices are aimed at reaching all groups, including members of linguistic, ethnic, and racial minorities, females and males, and persons with disabilities.

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.

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).

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 or to a supervisor. The Human Resources Department is also available to discuss any concerns, and to provide information about this policy or the Collaborative complaint process.

Complaints with respect to sexual harassment may be directed to the Title IX Coordinator and complaints with respect to disability based discrimination may be directed to the 504 Coordinator:

Kari Morrin
Director of Human Resources and Title IX and 504 Coordinator
25 Linnell Circle,
Billerica, MA 01821
978-528-7863
kmorrin@valleycollaborative.org

DISCRIMINATION/HARASSMENT COMPLAINT PROCEDURE

I. WHERE TO FILE A COMPLAINT

Any Valley Collaborative student, employee, or third party who believes that a Valley Collaborative student, employee, or third party has discriminated against or harassed them because of their race, color, national origin, sex, disability, or age in admission to, access to, treatment in, or employment in its services, programs, or activities may file a complaint with the Kari Morrin, Director of Human Resources, 504 Coordinator and Title IX Coordinator, 25 Linnell Circle, Billerica, MA 01821, 978-528-7863, kmorrin@valleycollaborative.org who will serve as the grievance officer in such matters.

II. CONTENTS OF COMPLAINTS AND TIMELINES FOR FILING

Complaints under this procedure should generally be filed within twenty (20) days of the alleged discrimination or harassment. Complaints may be submitted orally or in writing. The complainant may select another person to help with the filing of the complaint. Any responsible employee who receives an oral complaint will memorialize the allegations in writing and forward the written allegations to the Kari Morrin, Director of Human Resources, 504 Coordinator and Title IX Coordinator, 25 Linnell Circle, Billerica, MA 01821, 978-528-7863, kmorrin@valleycollaborative.org or designee by the following school day. The written complaint should include the following information:

1. The name and grade level (or address and telephone number if not a student or employee) of the complainant;
2. The name (and address and telephone number if not a student or employee) of the complainant's representative, if any;
3. The name(s) of the person(s) alleged to have committed or caused the discriminatory or harassing action, or event (respondent);
4. A description, in as much detail as possible, of the alleged discrimination or harassment;
5. The date(s), time(s), and location(s) of the alleged discrimination or harassment;
6. The names of all persons who have knowledge about the alleged discrimination or harassment (witnesses) as can be reasonably determined; and
7. A description, in as much detail as possible, of how the complainant wishes to see the matter resolved.

III. INVESTIGATIONS AND RESOLUTION OF THE COMPLAINT

Complaints will be investigated promptly and resolved as quickly as possible. (Any person who alleges discrimination on the basis of a disability relative to the identification, evaluation, or educational placement of a person, who because of a disability is believed to need special instruction or related services, pursuant to Section 504 of the Rehabilitation Act of 1973, Massachusetts General Law chapter 71B, and/or the Individuals with Disabilities Education Act, may use the procedure outlined in the Massachusetts Department of Elementary and Secondary Education's Parents' Rights Brochure, rather than this procedure. Information on this alternative process may be obtained from Kari Morrin, Director of Human Resources, 504 Coordinator and Title IX Coordinator, 25 Linnell Circle, Billerica, MA 01821, 978-528-7863, kmorrin@valleycollaborative.org. Respondents will be informed of the charges as soon as the grievance officer deems appropriate based upon the nature of the allegations, the investigation required, and the action contemplated, and in no case later than fifteen (15) school days following receipt of the complaint. The grievance officer will interview witnesses who are deemed to be necessary and appropriate to determine the facts relevant to the complaint, and will gather other pertinent information. Interviews of students will be conducted in such a way as to reflect the age and emotional condition of the student. The complainant(s) and respondent(s) shall have an equal opportunity to present witnesses and other evidence. Such interviews and gathering of information will be completed within fifteen (15) school days of the receipt of the complaint.

Within twenty (20) school days of receiving the complaint, the grievance officer will meet with the complainant and/or his/her representative and the respondent to review information gathered and, if appropriate, to propose a resolution designed to stop the discrimination or harassment, prevent its recurrence and to correct its effect.

Within ten (10) school days of meeting with the complainant and/or his/her representative and the respondent, the grievance officer will provide written disposition of the complaint to the complainant and/or his/her representative and to the respondent(s), including a statement regarding whether the complaint was found to be credible and whether discrimination was found to have occurred. Where the grievance officer finds that discrimination has occurred, Valley Collaborative will take steps that are reasonably calculated to end discrimination that has been found; prevent recurrence of any discrimination, and correct its discriminatory effects on the complainant and others, if appropriate. The grievance officer will contact the complainant within thirty (30) school days following conclusion of the investigation to assess whether there has been on-going discrimination or retaliation, and to determine whether additional supportive measures are needed. If the grievance officer determines that additional supportive measures are needed, he or she shall offer such measures to the complainant within thirty (30) school days following conclusion of the investigation.

Notwithstanding the above, it is understood that in the event a resolution contemplated by the grievance officer involves disciplinary action against an individual, the complainant will not be informed of such disciplinary action, unless it directly involves the complainant (e.g., a directive to "stay away" from the complainant, as might occur as a result of a complaint of harassment). Any disciplinary action imposed upon an individual will

be subject to applicable procedural requirements. All the timelines indicated above will be implemented as specified, unless the nature of the investigation or exigent circumstances prevent such implementation in which case the matter will be completed as quickly as practicable. If the timelines specified above are not met, the reason(s) for not meeting them must be clearly documented.

Confidentiality of complainants/respondents and witnesses will be maintained, to the extent consistent with the obligations of the Valley Collaborative relating to the investigation of complaints and the due process rights of individuals affected.

IV. RETALIATION PROHIBITED

Retaliation against someone because he/she has filed a complaint under this procedure is strictly forbidden. Retaliation against someone who has participated in an investigation is strictly prohibited. Valley Collaborative will take appropriate steps as necessary to prevent retaliation. Acts of retaliation may result in disciplinary action.

Upon request, the grievance officer will provide the complainant with the names and addresses of those state and federal agencies which handle discrimination and harassment matters.

HARASSMENT

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

Harassment prohibited by the Collaborative includes, but is not limited to, harassment on the basis of race, sex, gender identity, creed, color, national origin, sexual orientation, religion, marital status or disability. Students whose behavior is found to be in violation of this policy will be subject to disciplinary action up to and including suspension or expulsion pursuant to disciplinary codes. Employees who have been found to violate this policy will be subject to discipline up to and including, termination of employment, subject to contractual disciplinary obligations.

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

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

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

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

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

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

By law, what constitutes harassment is determined from the perspective of a reasonable person with the characteristic on which the harassment is based. Individuals should consider how their words and actions might reasonably be viewed by others.

The Collaborative will promptly and reasonably investigate allegations of harassment through designation of Title IX Coordinator or building based employees, who may include principals or their designees. The Executive Director will recommend, in consultation with the principals, opportunities to the designated recipients for appropriate training.

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

Students whose behavior is found to be in violation of this policy will be subject to disciplinary action up to and including suspension or expulsion pursuant to disciplinary codes.

Sexual harassment in the workplace is unlawful. Employees who have been found to violate this policy will be subject to discipline up to and including, termination of employment, subject to contractual disciplinary obligations.

The Collaborative will promptly and reasonably investigate allegations of sexual harassment through designation of a Title IX Coordinator and building based employees, as set forth below

Sexual harassment is unwelcome conduct of a sexual nature. The definition includes unwelcome conduct on the basis of sex that is so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the school's education program or activity. It also includes unwelcome sexual advances, requests for sexual favors, and other verbal, nonverbal, or physical conduct of a sexual nature. Sexual harassment includes conduct by an employee conditioning an educational benefit or service upon a person's participation in unwelcome sexual conduct, often called quid pro quo harassment and, sexual assault as the Federal Clery Act defines that crime.

Sexual violence is a form of sexual harassment. Sexual violence, as the Office of Civil Rights (OCR) uses the term, refers to physical sexual acts perpetrated against a person's will or where a person is incapable of giving consent (e.g., due to the student's age or use of drugs or alcohol, or because an intellectual or other disability prevents the student from having the capacity to give consent). A number of different acts fall into the category of sexual violence, including rape, sexual assault, sexual battery, sexual abuse and sexual coercion. Massachusetts General Laws Ch. 119, Section 51A, requires that public schools report cases of suspected child abuse and neglect, immediately orally and file a report within 48 hours detailing the suspected abuse to the Department of Children and Families. For the category of sexual violence, in addition to Section 51A referrals, these offences and any other serious matters shall be referred to local law enforcement.

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

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

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

Because the Collaborative takes allegations of harassment, including sexual harassment, seriously, we will respond promptly to complaints of harassment including sexual harassment, and following an

investigation where it is determined that such inappropriate conduct has occurred, we will act promptly to eliminate the conduct and impose corrective action as is necessary, including disciplinary action where appropriate.

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

A complainant is an individual who is alleged to be the victim of conduct that could constitute sexual harassment. A respondent is an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment or a violation of this policy.

Retaliation against a complainant, because the Complainant has filed a harassment or sexual harassment complaint or assisted or participated in a harassment or sexual harassment investigation or proceeding, is also prohibited. It is unlawful to retaliate against a Collaborative employee for filing a complaint of sexual harassment or for cooperating in an investigation. A student or employee who is found to have retaliated against another in violation of this policy will be subject to disciplinary action up to and including student suspension and expulsion or employee termination.

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

NOTICE OF SEXUAL HARASSMENT

The federal regulations require a school district to respond when it has actual knowledge of sexual harassment. Schools have actual knowledge when an allegation is made known to any school employee. Schools must treat seriously all reports of sexual harassment that meet the definition of harassment and the conditions of actual knowledge and jurisdiction as noted whether or not the complainant files a formal complaint. A formal complaint is a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the Collaborative investigate the allegation of sexual harassment. Schools are required to investigate every formal complaint and respond meaningfully to every known report of sexual harassment.

Upon receipt of allegations the Title IX Coordinator shall promptly contact the complainant confidentially to discuss the availability of supportive measures, consider the complainant's wishes with respect to supportive measures, inform the complainant that supportive measures are available with or without the filing of a formal complaint, and explain the process for filing a formal complaint. Supportive measures include, but are not limited to, non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to education programs or activities without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the Collaborative's educational environment, or to deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, school building/campus escort services, mutual restrictions on contact between the parties, changes in work locations, leaves of absence, increased security and monitoring of certain areas of the building/campus, and other similar measures.

Where there has been a finding of responsibility, the regulations require remedies designed to restore or preserve access to the school's education program or activity.

DUE PROCESS PROTECTIONS

Due process protections in connection with investigation and decision-making regarding a complaint include the following:

- 1) If the allegations do not meet the definition of sexual harassment or do not satisfy the requirements regarding location or connection to an educational program of the collaborative, the allegations shall be dismissed for purposes of Title IX, but may be investigated and addressed under other prohibitions in the student discipline code, relevant collective bargaining agreements or other laws under which they fit;
- 2) A presumption of innocence throughout the grievance process, with the burden of proof on the school;

- 3) A complainant's wishes with respect to whether the school investigates will be respected unless the Title IX Coordinator determines that signing a formal complaint to initiate an investigation over the wishes of the complainant is not clearly unreasonable in light of the known circumstances;
- 4) A prohibition of the single investigator model, instead requiring a decision-maker separate from the Title IX Coordinator or investigator;
- 5) Proof by a preponderance of the evidence, subject to limitations;
- 6) The opportunity to test the credibility of parties and witnesses through disclosure of evidence and opportunity to submit additional questions, subject to "rape shield" protections;
- 7) Written notice of allegations and an equal opportunity to review the evidence upon filing a formal complaint;
- 8) An objective evaluation of all relevant evidence, inculpatory and exculpatory, and avoidance of credibility determinations based on a person's status as a complainant, a respondent, or a witness;
- 9) Title IX Coordinators, investigators, and decision-makers must be trained and free from bias or conflict of interest;
- 10) A right to appeal from a determination regarding responsibility and from a dismissal of a formal complaint or the allegations therein, where the determination or dismissal involved any of the following: procedural irregularity that affected the outcome; newly-discovered evidence that could affect the outcome; or the Title IX Coordinator, the investigator, or the decision-maker had a conflict of interest or bias that affected the outcome;
- 11) As long as the process is voluntary for all parties, after being fully informed and written consent is provided by both parties, a school may facilitate informal resolution of a formal sexual complaint, but no such informal resolution can be used where the allegations are that an employee sexually harassed a student.

The Collaborative may establish an informal investigation process that may, upon the request of the complainant be followed by a formal process.

The Title IX Coordinator or the school building Principal shall be the initial entity to receive the sexual harassment complaint. In all cases the Title IX Coordinator shall be informed, as soon as possible, of the filing of the complaint. Nothing in this policy shall prevent any person from reporting the prohibited conduct to someone other than those above designated complaint recipients. An employee with actual knowledge of conduct that may violate this policy must report to the Title IX Coordinator.

The Collaborative may remove a respondent on an emergency basis after undertaking an individualized safety and risk analysis and determining that an immediate threat to the physical health or safety of any student or other individual arising from the allegations justifies removal. The Collaborative will provide the respondent with written notice and an opportunity to challenge the decision immediately following the removal in accordance with any applicable laws, collective bargaining agreements and student handbooks.

The Executive Director in consultation with the Title IX Coordinator shall designate the principal of each school in the Collaborative, or their designee (or some other appropriate employee(s)) as the initial entity to receive the sexual harassment complaint. Also, in a matter of sexual harassment, the Collaborative shall require that the Title IX Coordinator be informed, as soon as possible, of the filing of the complaint. Nothing in this policy shall prevent any person from reporting the prohibited conduct to someone other than those above designated complaint recipients.

INVESTIGATIONS

The Title IX Coordinator shall designate an investigating officer. The investigation shall be conducted in such a way as to maintain confidentiality to the extent practicable under the circumstances and in compliance with applicable law. The investigation will be prompt, thorough, and impartial, and will include, at least, a private interview with the person filing the complaint and with witnesses. Also, the alleged harasser will be interviewed. When the investigation is completed, the complaint recipient will, to the extent appropriate, inform the person filing the complaint and the person alleged to have committed the conduct of the results of that investigation.

The investigator shall give the parties equal opportunity to present fact and expert witnesses and other inculpatory and exculpatory evidence; shall give each party the same opportunity to select an advisor of the party's choice who may, but need not be, an attorney; shall send written notice of all interviews or meetings; shall send to the parties evidence directly related to the allegations, with at least 10 days for the parties to inspect, review, and respond; and shall prepare and submit an investigative report that fairly summarizes the relevant evidence to the decision-maker, who shall be designated by the Title IX Coordinator (but shall not be the investigator).

The investigator shall strive to complete investigations within thirty (30) school days of the filing of the formal complaint. Although the Collaborative's goal is to complete investigations generally within thirty (30) school days, the time may be extended for good cause upon written notice to the complainant and respondent. Additionally, the timeline for investigation may be suspended during any informal resolution procedure or meeting. Each party is entitled to be accompanied in interviews by an advisor, who may be a parent/guardian or an attorney, but who may only have limited participation in interviews. Translators will be provided upon request.

After all interviews are conducted and evidence is obtained, the parties and if applicable, their advisors, will have an equal opportunity to inspect, review and respond to any evidence obtained. Prior to completion of the investigative report, the investigator will provide each party all evidence subject to inspection and review and provide each party at least ten (10) school days to provide a response to the investigator. Evidence to be shared may be redacted to protect confidential information under the Family and Educational Rights and Privacy Act ("FERPA") or other federal or state laws and regulations.

DETERMINATIONS

The decision-maker shall issue a written determination regarding responsibility with findings of fact, conclusions about whether the alleged conduct occurred, the rationale for the result as to each allegation, any disciplinary sanctions imposed on the respondent, and whether remedies will be provided to the complainant.

The decision maker assigned will have no conflicts with or biases against either the complainant of the respondent and the decision maker will not be the Title IX Coordinator assigned in the matter or the investigator for the complaint. The decision maker shall review all of the evidence and issue a written determination within fifteen (15) school days of receipt of the matter from the investigator, absent extenuating circumstances. If the decision maker substantiates the allegations of sexual harassment, the decision maker may recommend or impose discipline against the respondent. If the decision maker does not substantiate the allegations of sexual harassment, the complaint will be dismissed.

The decision-maker shall provide the written determination to the complainant and respondent. Confidential student record information and personnel information may be redacted consistent with and as required by state and federal law.

APPEALS

Appeals must be submitted to the Title IX Coordinator within five (5) school days of receipt of the written determination and contain a written statement in support or challenge of the outcome.

When an appeal is filed, the Collaborative shall notify the other party and ensure that the individual deciding the appeal is not the same person as the decision maker who reached the determination regarding responsibility and that the individual has no conflicts of interests and is free of bias. The non-appealing party shall have five (5) school days from the date of receipt of the notice of the appeal to submit a written statement to support or oppose the outcome.

The individual deciding the appeal shall issue a written decision describing the result of the appeal and rationale for the decision and provide the decision to both parties generally within ten (10) school days of receipt of the non-appealing party's written statement, or in the event no statement is submitted, the date the statement would have been due.

RECORD KEEPING REQUIREMENTS

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

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

The Collaborative's Title IX Coordinator is as follows:

Kari Morrin
Director of Human Resources and Title IX and 504 Coordinator
25 Linnell Circle
Billerica, MA 01821
978-528-7863
kmorrin@valleycollaborative.org

Complainants may also file a complaint with:

The Massachusetts Commission Against Discrimination
1 Ashburton Place, Room 601
Boston, MA 02108.
Phone: 617-994-6000.

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

The United States Equal Employment Opportunity Commission,
John F. Kennedy Bldg.
475 Government Center
Boston, MA 02203.

LEGAL REF. M.G.L. [151B:3A](#)

Title IX of the Education Amendments of 1972
DESE 603 CMR [26:00](#)
34 CFR 106.44 (a), (a)-(b)
34 CFR 106.45 (a)-(b) (1)
34 CFR 106.45 (b)(2)-(b)(3,4,5,6,7) as revised through June 2020
34 CFR 106.45 (b)(2)-(b)(3,4,5,6,7) as revised through June 2020

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

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.

State and Federal Remedies

While the Collaborative hopes that all employees will feel comfortable coming forward and allowing the Collaborative to pursue and internal resolution of the matter in addition to the above, if an employee believes that they have been subjected to unlawful discrimination or retaliation, 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.

The United States Equal Employment Opportunity Commission (EEOC)

John F. Kennedy Federal Building
Government Center, 15 New Sudbury Street

Fourth Floor, High Rise, Room 475
Boston, MA 02203-0506

The Massachusetts Commission Against Discrimination (MCAD)

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

Worcester Office:
484 Main Street, Room 320
Worcester, MA 01608
(508) 453-9630

Springfield Office:
424 Dwight Street, Room 220
Springfield, MA 01103
(413) 739-2145

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.

State and Federal Remedies

While the Collaborative hopes that all employees will feel comfortable coming forward and allowing the Collaborative to pursue an internal resolution of the matter, in addition to the above, if an employee believes they have been subjected to harassment or retaliation 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)

John F. Kennedy Federal Building
Government Center, 15 New Sudbury Street
Fourth Floor, High Rise, Room 475
Boston, MA 02203-0506

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484 Main Street, Room 320
Worcester, MA 01608
(508) 453-9630

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

AMERICANS WITH DISABILITIES ACT

The Collaborative complies with the Americans with Disabilities Act ("ADA") and applicable state law pertaining to employees with disabilities. It is the Collaborative's policy to not discriminate against qualified individuals with disabilities in job application, hiring, firing, advancement, compensation, job training, and other terms, conditions, and privileges of employment.

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 will endeavor to provide reasonable accommodations to applicants and employees with disabilities unless doing so causes a direct threat to the employee or others, and/or if the accommodation creates an undue hardship to the Collaborative. Please speak with the Human Resources Department to request an accommodation.

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 may be separated from employment. Employees whose physical or mental condition qualifies as a disability may be offered reasonable accommodations, 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, and/or they do not impose an undue hardship on the Collaborative.

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. When 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 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 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, VAPING, OR TOBACCO

Use of any vaping or 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 vaping, 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 or vaping 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 with or without 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;
- 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. Similarly, any employee who refuses to obey an order or instructions that would require the employee to violate a law, rule, or regulation also is protected from adverse employment action 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.

PERSONALELECTRONIC 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 and applicable state law:

- **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. 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.

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 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).

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 including 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 and they are not paid out on termination of employment.

Requests for personal days must be submitted to your principal or supervisor and via Employee Portal. 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) bereavement 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 be compensated. 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) jury duty 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, and these days are paid for year-round employees. 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
- Juneteenth
- 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 be deducted from 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, and via Employee Portal 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.

Important Notice Regarding Genetic Information

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits the Company (and other entities covered by GINA Title II) from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by GINA. In order to comply with GINA, we are asking that employees not provide any genetic information when responding to a request for medical information or complying with the FMLA's employee return to work certification requirements. "Genetic information" as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

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 via Employee Portal.

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. If an employee takes leave beyond the eight (8) weeks provided under this policy, The Collaborative cannot guarantee reinstatement at the end of his/her leave (unless otherwise required by applicable law) 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]

VALLEY COLLABORATIVE RESTRAINT PREVENTION AND BEHAVIOR SUPPORT POLICY AND PROCEDURES

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.

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

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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.

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:

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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 others 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 M.G.L. c. 119, § 51A.

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.

Valley Collaborative uses a variety of methods for engaging parents and students in discussions about restraint prevention and use. Beginning during the referral process, parents and administration discuss school wide PBIS programs, behavioral and academic interventions, restraint procedures, notification policies and school wide supports prior to enrollment. After enrollment, engagement continues with ongoing team contact with families on student concerns, behavior plans and crisis intervention plans. IEP meetings, progress meetings, open house and teacher/parent conferences are held throughout the year to support ongoing discussions regarding prevention and the implementation of behavior support methods.

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

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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.

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

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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.

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;

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- (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.

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

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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 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 workingdays 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;

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- (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

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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. _____

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 Collaborative 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.

Prohibition Against Bullying and Retaliation

The Collaborative will not tolerate any unlawful or disruptive behavior, including any form of bullying, cyber bullying, or retaliation, in its school buildings, on school grounds, on school buses and at school bus stops or in school-related activities. The Collaborative 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. The Collaborative will support this commitment in all aspects of the school community, including curricula, instructional programs, staff development, extracurricular activities, and parent 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 district or school to staff any non-school related activities, functions, or programs.

Definitions

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

A **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 behavior.

Bullying, as defined in M.G.L. c. 71, § 37O, is the repeated use by one or more students, or by a member of school staff including, but not limited to an educator, administrator, school nurse, cafeteria worker, custodian, bus driver, athletic coach, advisor to an extracurricular 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 cyber bullying.

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 Collaborative educators, administrators, counselors, school nurses, cafeteria workers, custodians, bus drivers, athletic coaches, advisors to extracurricular activities, support staff, or paraprofessionals.

Target is a student against whom bullying, cyber bullying, or retaliation has been perpetrated.

Training and Professional Development

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

Annual staff training on the Plan

Annual training for all school staff on the Collaborative 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.

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 cyber bullying; and

- Internet safety issues as they relate to cyber bullying.

All students attending the Collaborative have an IEP. 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' IEP; 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.

Written notice to staff

Each school will provide all staff with an annual written notice of the Collaborative Bullying Prevention and Intervention Plan by publishing information about it, including sections related to staff responsibilities in the Personnel Policy and Employee Handbook.

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 Collaborative Bullying Prevention and Intervention Plan include strategies for providing supports and services necessary to meet these needs. In order to enhance the Collaborative's 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 Collaborative programs provide counseling or referral to appropriate services for students who are aggressors, targets, and family members of those students.

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. The Collaborative works in collaboration with local and state agencies to adopt evidenced based curricula and to provide additional preventative services to students, parents, and faculty and staff.

Counseling and other services

The 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 student's Team meets with parents and staff as needed to help address student's 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

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vicinity, providing services to Medicaid eligible students. School counselors, Board Certified Behavior Analysts (BCBA), 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
- Behavior 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

Students with disabilities

As required by M.G.L. c. 71B, § 3, 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.

Referral to outside services

The Collaborative will evaluate its current protocol for referring students and families to outside services to ensure relevance to the Collaborative 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.

Assessing needs and resources

At least every four years beginning with the 2016-2017 school year, the Collaborative will administer a Department of Elementary and Secondary Education-developed survey to assess school climate and prevalence, nature, and severity of

bullying in its programs. Additionally, the Collaborative will annually report bullying incident data to the Department.

Academic and Non-Academic Activities

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

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 with information regarding the school's bullying prevention curricula

General teaching approaches that support bullying prevention efforts

The following approaches are integral to establishing a safe and supportive school environment, and they underscore the importance of the Collaborative's 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 students with disabilities, lesbian, gay, bisexual, transgender students, and homeless students;
- communicating with parents 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.

Policies and Procedures for Reporting and Responding to Bullying and Retaliation

To support efforts to respond promptly and effectively to bullying and retaliation, the Collaborative programs have policies and procedures in place for receiving and responding to reports of bullying or retaliation. These policies and procedures

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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.

Reporting

Reports of bullying or retaliation may be made by staff, students, parents, or others, and may be oral or written. Oral reports made by or to a staff member must be recorded in writing. All employees are 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 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 Collaborative Bullying Prevention and Intervention Incident Reporting Form.

Use of the Collaborative 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 Bullying Report Form in the beginning of the year packets for students and parents (See Appendix B);
2. Make it available in each Collaborative 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, the Collaborative will provide the school community, including administrators, staff, students, and parents, 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.

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 support and discipline.

Reporting by Students, Parents, and Others: The school system expects students, parents, 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, 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.

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 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.

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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.

Obligations to Notify Others

Notice to parents or guardians: Upon determining that bullying or retaliation has occurred, the principal or his/her designee will promptly notify the parents 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 homeland 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.

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.

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 49.06 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 this policy, consult with local law enforcement and other individuals the principal or his/her designee deems appropriate.

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, 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.

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/Director or his/her designee will take 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 determine what remedial action is required, if any, and 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, 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 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/Director or his/her designee cannot report specific information to the target's parent 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.

Responses to Bullying

The 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.

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 school or district 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 school's/district'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 nonacademic positive behavioral supports to help students understand pro-social ways to achieve their goals;
- Meeting with parents 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.

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 this Collaborative Bullying Prevention and Intervention Plan.

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 this Handbook.

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.

Collaboration with Families

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

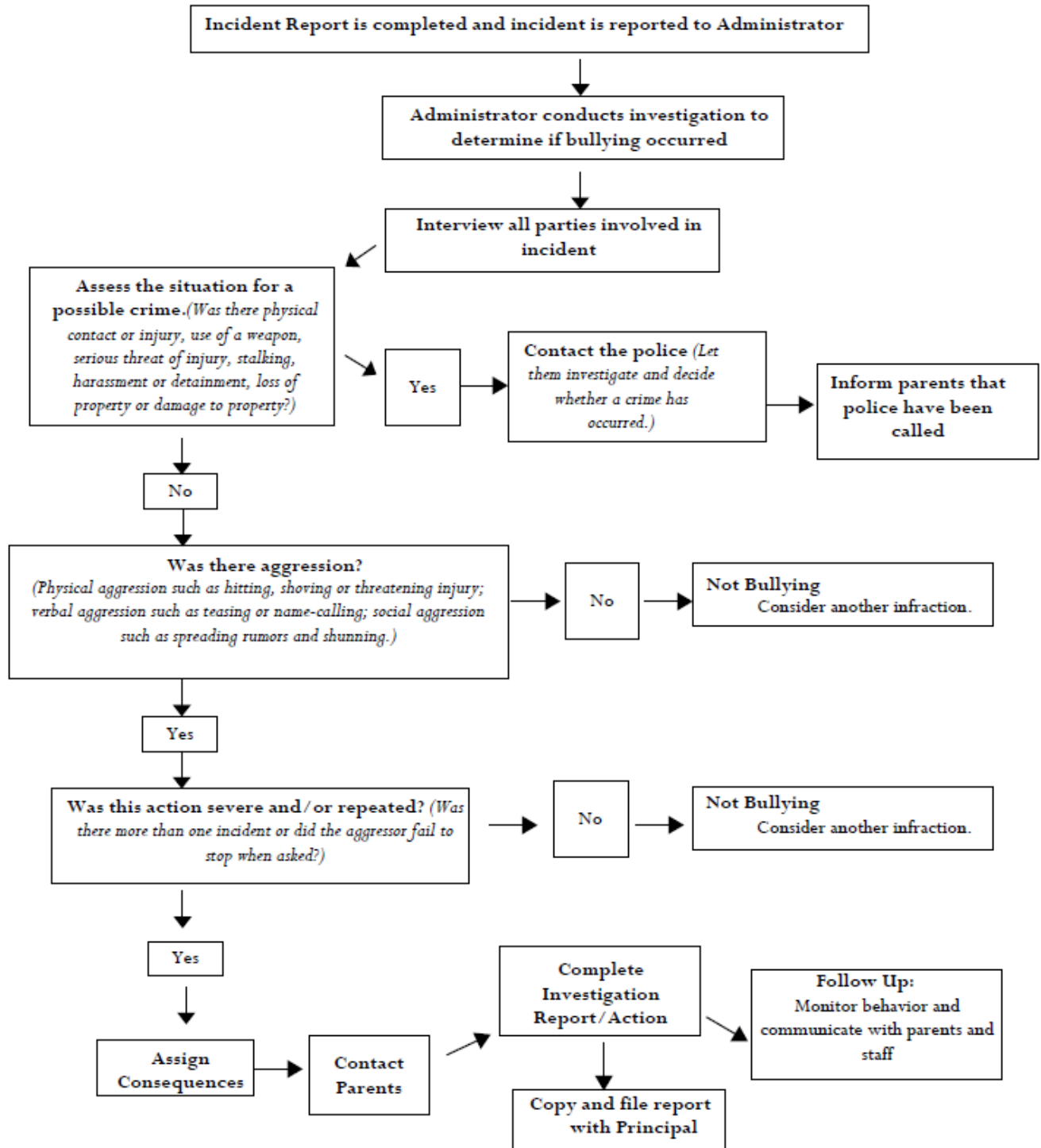
- 1) How parents can reinforce the curricula at home and support the school or district plan;
- 2) The dynamics of bullying, online safety and cyber bullying.
- 3) Parents will also be notified in writing each year about the student-related sections of the Collaborative Bullying Prevention and Intervention 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 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 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 the Collaborative Bullying Prevention and Intervention Plan and the Collaborative Internet Acceptable Use Policy. All notices and information made available to parents will be in hard copy and/or electronic formats.

Relationship to Other Laws

Consistent with state and federal laws, and the policies of the school or district, 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, age, disability, gender, gender identity, religion, national origin, or sexual orientation. Valley Collaborative is committed to maintaining a work and learning environment free from discrimination on the basis of race, color, religion, national origin, pregnancy, sex, gender identity, sexual orientation, marital/civil union status, ancestry, place of birth, age, citizenship status, veteran status, political affiliation, genetic information, disability, limited English speaking ability, or homelessness, as defined by state and federal laws. Nothing in the Collaborative Bullying Prevention and Intervention Plan prevents the 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 school or district policies. In addition, nothing in the Collaborative Bullying Prevention and Intervention Plan is designed or intended to limit the authority of the school or district to take disciplinary action or other action under M.G.L. c. 71, §§ 37H or 37H¹/₂, or 37H³/₄ or 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.

Collaborative Bullying Response Flow Chart

Bullying Report Form

A. Reporter info:

1. Name of Reporter/Person making complaint: _____

2. Reporter info:

☐ Target of behavior ☐ Staff Member ☐ Parent ☐ Other(specify): _____

B. Information about incident:

1. Name of the Target: _____

2. Name of the Aggressor: _____

3. Date of the incident: _____

4. Witnesses:

1) _____ Student ☐ Staff ☐ Other ☐ _____

2) _____ Student ☐ Staff ☐ Other ☐ _____

5. Location of incident: _____ Time of incident: _____

Type of incident: _____

Racial or Ethnic Harassment: comments, jokes, name calling of this nature

Sexual Harassment: A school employee conditioning an educational benefit or service upon a person's participation in unwelcome sexual conduct (often called "quid pro quo" harassment); Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the school's education program or activity; or Sexual assault, dating violence, domestic violence, or stalking (as those offenses are defined in the Clery Act, 20 U.S.C. § 1092(f), and the Violence Against Women Act, 34 U.S.C. § 12291(a)).

Verbal/Written Aggression: name calling, teasing, threats, note writing, written threats, etc.

Physical Aggression: hitting, tripping, kicking, pulling a chair out from someone, purposely destroying someone's property, taking someone else's belongings

Social Aggression: spreading rumors, excluding from the group, embarrassing someone on purpose, ganging up on someone

Cyber Bullying: includes bullying through the use of technology, all social networking sites, any electronic communication, images, data, the creation of a web page or blog knowingly impersonating an individual

Intimidation: threatening or intimidating someone into a particular action, gesture directed toward an individual, actions that create a hostile environment for the victim

Bullying Report Form Continued

Description of incident:

For Administrative Use Only

A. 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, have incidents involved same target

Yes/No If
Yes/No

Summary of Investigation:

B. 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 Required

Valley Collaborative Adult Services
Workplace Violence Prevention and Crisis Response Plan

- Valley Collaborative Employees working in Today & Tomorrow should immediately report any act of workplace violence to the Director of Adult Services, Assistant Director of Adult Services, Human Services Coordinator, or Program Supervisor.
- An Incident Report will be completed by the Human Services Coordinator or designee as well as staff and individual interviews.
- The Valley Collaborative Workplace Violence Prevention and Crisis Committee will meet to discuss any changes that may need to be implemented.
- The Valley Collaborative Workplace Violence and Crisis Committee includes consists of the following staff members:

Heather Valcanas	Director of Adult Services	(978)-528-7892
Matt Gentile	Asst. Director of Adult Services	(978)-528-7871
Pat Evans	Human Services Coordinator	(978) 528-7728
Sean Curran	Program Supervisor	(978) 528-7807

- Individuals needing additional support will meet with their Human Rights Officers; Heather Valcanas, Matt Gentile and/or Joseph Venskus, Jr.
- Staff needing additional training/support will meet with the Asst. Director of Adult Services; Matt Gentile and/or Human Resources Manager Kari Morrin.
- 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.

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: _____



Central Administration Office

25 Linnell Circle, Billerica MA 01821 * Tel: (978)528-7826 * <http://www.valleycollaborative.org>

MEMORANDUM

To: Valley Collaborative Board of Directors
From: Dr. Chris A. Scott, Executive Director
Joia Mercurio, Deputy Director
Date: June 10, 2021
Re: 2021 – 2022 Student and Family Handbook and Policies and Procedures Manual

The 2021 – 2022 Student and Family Handbook and Policies and Procedures Manual has been updated in accordance with new laws, regulations, and in compliance with the Department of Elementary and Secondary Education’s upcoming Coordinated Program Review criteria. Notably, the manual was sent to Lyons & Rogers, LLC to be revised and updated in accordance with Title IX & 504 procedures and all other applicable laws.

Below is a summary of all revisions made.

- Included the contact information for Kari Morrin, Director of Human Resources, Title IX & 504 Coordinator as well as include “or to the United States Department of Education, Office of Civil Rights (OCR), 617-289-0111, www.ed.gov/ocr” (Page 4)
- Added footnote to define “parent” (Page 4)
- Nondiscrimination Statement (Page 5)
- Nondiscrimination in Vocational Programming, brief summary of vocational programs, and included a new “Hiring Statement and Employment Practices” required by prospective employers of students (Page 5)
- Updated school closing procedures to include Blackboard Mass Notifications (Page 7)
- Updated “secretaries” to “administrative assistants” (Page 15)
- Included a new Curriculum Review section to include the review of curriculum and counseling materials to ensure they are free from bias and stereotypes (Page 16)
- Updated Limited English Proficient (LEP) Student and Families section of the handbook in accordance with DESE CPR Criteria (Page 19)
- Observation policy updated in accordance with M.G.L. c.71B § 3 (Page 20)
- Included “Custodial” to Change of Legal\Custodial Status (Page 23)
- Included methods for engaging parents and students in discussions about restraint prevention and use (Page 26)
- Included DESE contact information in relation to a parent wishing to file a bullying claim/concern (Page 39)

- Updated the Bullying Prevention and Intervention Plan to include in its section or “relationship to other laws” to include nondiscrimination statement as well as reference to M.G.L. c. 71, §§ 37H or 37H½, or 37H¾ (Page 42)
- Changed verbiage of communicating “complaints” to distinguish between a complaint and the process of filing a grievance in accordance with Title IX procedures (Page 44)
- In the Rights of Students section, removed “high school student” from freedom of expression clause as well as personal dress clause as it applies to all students (Page 55)
- Updated the Student Code of Conduct’s Nondiscrimination, Civil Rights and How to File a Grievance section with new updated nondiscrimination statement and to make the language consistent throughout the document. (Page 56)
- Updated the Student Code of Conduct’s Sexual Harassment section to make language consistent with new Title IX portion of the handbook. (Page 57)
- Included new section regarding Title IX Notice and Procedures (Page 58)
- In accordance with Title IX regulations, included new rule in Student Rules section regarding “students are prohibited from knowingly making false statements or knowingly submitting false information during a grievance process...” (Page 68)
- Included “in accordance with Massachusetts Law” in Disciplinary Action section. (Page 68)
- Included semiannual review of discipline data by selected populations (Page 69)
- Newly revised Student Discipline section in accordance with M.G.L. c. 71, §§ 37H or 37H½, or 37H¾ (Page 69)
- Updated School Wide Educational Services Plan (Page 74)
- Revised Policies Relative to Conduct of Teachers or Students to included “at private expense” regarding presentation at student disciplinary hearing (Page 76)
- Replaced “Superintendent” with “Executive Director” where applicable (Page 76)

Required Action:

Vote to approve the 2021-2022 Valley Collaborative Student & Family Handbook

Attachments:

2021-2022 Valley Collaborative Student & Family Handbook

Student and Family Handbook & Policies and Procedures Manual



Valley Collaborative 25 Linnell Circle
Billerica, MA 01821
Tel: (978) 528-7826

Updated and Approved by the Board of Directors of Valley Collaborative on June 10, 2021

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INTRODUCTION

PURPOSE OF THE STUDENT AND FAMILY HANDBOOK & POLICIES AND PROCEDURES MANUAL

Welcome! This Student and Family Handbook & Policies and Procedures Manual (this “Handbook”) is intended to serve as a guide to help students and their families learn about policies and rules of the Collaborative as well as to set forth basic rights, responsibilities, and expectations of students.

Please understand that no set of rules or guidelines can cover every conceivable situation that may arise at a school or the Collaborative. The rules, policies and procedures set forth in this handbook are intended to apply under normal circumstances. However, from time to time, there may be situations that require immediate or nonstandard responses. This handbook does not limit the authority of the Collaborative to deviate from normal rules and procedures set forth in this handbook. The Collaborative reserves the authority to deal with individual circumstances as they arise in the manner it deems most appropriate taking into consideration the best interests of the Collaborative, its faculty, employees, students, and the community.

Please take the time to familiarize yourself with the contents of this handbook. The Collaborative is hopeful that the handbook will answer many questions you may have about the Collaborative, its programs, rules, and policies. **Parents and students are instructed to sign and return Parent/Student Acknowledgement of Receipt of the Student and Family Handbook & Policies and Procedures Manual (Appendix G) and return it to the Collaborative school/ program in which the student participates.** Please feel free to contact the principal of the Collaborative program of which your child is enrolled should you have any questions concerning this Handbook.

ABOUT THE COLLABORATIVE

Valley Collaborative (the Collaborative) is an affiliation formed by geographically proximate public school districts for the purpose of better serving the needs of eligible students. Member school districts include Billerica, Chelmsford, Dracut, Groton-Dunstable Regional, Nashoba Valley Technical School District, North Middlesex Regional, Tewksbury, Tyngsborough, and Westford.

The Collaborative is a Massachusetts Department of Elementary and Secondary Education (DESE) approved public school entity that provides high quality academic and transitional services, and related therapies (speech and language, physical therapy, occupational therapy, home facilitation, behavior intervention, etc.) 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.

The Collaborative’s academic programs are designed to provide individualized educational programs in the least restrictive setting. Student progress in each program is carefully monitored. Programming is adjusted as needed to assure progress and transition to the next less restrictive program as soon as appropriate.

The Collaborative strives to maintain a close partnership with the local sending school and parents¹ of students served by the Collaborative, and is proud to serve and meet the evolving needs of students, the community, and member and

¹ For the purpose of this Handbook, the word “parent” shall mean the biological, adoptive, or foster parent of a child; a guardian (but not the state if the child is in state care); an individual acting in the place of a biological or adoptive parent (including a grandparent, step-parent or other relative) with whom the child lives; an individual who is legally responsible for the child’s welfare; or an individual assigned to be an educational surrogate parent.

sending school districts.

NONDISCRIMINATION STATEMENT

Valley Collaborative is committed to maintaining a work and learning environment free from discrimination on the basis of race, color, religion, national origin, pregnancy, sex, gender identity, sexual orientation, marital/civil union status, ancestry, place of birth, age, citizenship status, veteran status, political affiliation, genetic information, disability, limited English speaking ability, or homelessness, as defined by state and federal laws. Additionally, we prohibit retaliation against individuals who oppose such discrimination and harassment or who participate in an equal opportunity investigation. Inquiries regarding compliance with these policies may be directed to:

Kari Morrin
Director of Human Resources, Title IX and 504 Coordinator
25 Linnell Circle
Billerica, MA 01821
978-528-7863
kmorrin@valleycollaborative.org

or to the United States Department of Education, Office of Civil Rights (OCR), 617-289-0111, www.ed.gov/ocr

NONDISCRIMINATION IN VOCATIONAL PROGRAMMING

Valley Collaborative offers a variety of customized vocational experiences across its Transitional High School programs.

Valley's transitional programming offers supported work opportunities and learning through small student-to-staff ratios and group training models. Vocational training is first applied to a student's school schedule one to two days a week and then increase in frequency based on the student's age and progression through the program. Related Service Providers target vocational skills during class days and help students apply those skills to real-life vocational training at worksites through a train-the-trainer model, by working in tandem with job coaches.

Valley's alternative programming offers students the ability to explore vocational industries, including but not limited to hospitality, communications, landscaping, and early education, with less support than is offered in our transitional programs. Alternative programming offers students greater independence in vocational training experiences and training. Additionally, transition services are available for students exiting our DESE programs but entering one of our adult service programs, funded by Department of Developmental Services (DDS) and/or Massachusetts Rehabilitation Commission (MRC). All courses of study offered by Valley shall be open and available to students regardless of race, color, sex, gender identity, religion, national origin, or sexual orientation.

Valley does not determine what courses or units of study are required of a student without regard to the race, color, sex, gender identity, religion, national origin, or sexual orientation of that student.

Valley does not schedule students into courses or units of study on the basis of race, color, sex, gender identity, religion, national origin or sexual orientation.

No student, on the basis of race, color, sex, gender identity, religion, national origin, limited English-speaking ability or sexual orientation, shall be discriminated against in accessing the courses of study and other opportunities available through the Valley Collaborative.

In addition, the collaborative requires each employer recruiting at the collaborative to sign a statement that the employer complies with applicable federal and state laws prohibiting discrimination in hiring or employment practices and the statement specifically includes the following protected categories: race, color, national origin, sex, gender identity, disability, religion, limited English speaking ability, sexual orientation and homelessness. Prospective

employers include those participating in career days and work-study and apprenticeship training programs, as well as those offering cooperative work experiences. (Appendix M)

GUIDING PRINCIPLES

1. The Collaborative is dedicated to doing what is in the best interest of the people we serve with a common goal to be supportive and compassionate.
2. The Collaborative values the reputation we have built through understanding and quickly responding to the needs of students, the community, and member and sending school districts.
3. The Collaborative is committed to providing cost effective services.
4. The Collaborative takes pride in its professionalism, high standards, integrity, and dedication to excellence in education and technology.
5. The Collaborative strives to create new opportunities through diverse, flexible, and cutting-edge solutions.
6. The Collaborative nurtures a collegial, supportive work environment built on trust, respect, and continuous professional growth and teamwork.
7. The Collaborative empowers all employees through collaborative problem solving, shared decision-making, and strong leadership and direction.
8. By collaboratively pooling resources, we are able to realize economies of scale, which the Collaborative's member and sending school districts could not achieve individually.

COLLABORATIVE PROGRAM AND SCHOOL POLICIES AND PROCEDURES

SCHOOL CANCELLATIONS

School Closing Announcements

On occasion, the Collaborative may need to close school because of bad weather or an emergency situation. Announcements for school cancellations, delayed openings, and early release will be made on AM radio, WBZ (1030), television channels 4, 5, and 7, Blackboard Mass Notifications, and the Collaborative website: www.valleycollaborative.org.

Early Release

In case of inclement weather or an emergency that develops in the middle of the day, the Executive Director may make the decision to release students early. In the event of an early release, the Collaborative will contact the parents of students before they are sent home. If a parent is out of contact on a particular day, they should let the driver and their child's teacher know in the morning where the Collaborative should send their child in the event of an early release.

NOTE: Parents of students should make sure that their child has a current emergency card with proper emergency contact information, including the contact information of alternative caretakers.

STUDENT SAFETY AND EMERGENCIES

Lost and Missing Children

Very rarely, a child may leave home in the morning but not arrive at school, or may leave school but not return home. If a child is lost or missing, their parent should call the Collaborative school or program in which their child is enrolled first. If no one answers, they should call "911." The Collaborative will work with local authorities, including the local police department and the Department of Children and Families (DCF), as appropriate, to locate missing children and will keep the parents informed until the child is found.

Runaway Student

A "runaway student" shall be defined as: the student has left the classroom, assigned areas with staff, or school environment without permission and is exhibiting unsafe and/or noncompliant behavior. A student that has left his or her designated space, but is within the immediate area and within the staff's visual field is not a runaway student.

If a student runs off school grounds the following procedure will be implemented:

- Immediately call the local police department.
- Notify the Executive Director.
- Complete an Incident Report form as soon as possible.
- The principal or Executive Director will notify the parent and LEA.
- The Executive Director will notify the DESE.
- The Collaborative will file all notifications and Incident Reports in Student Record.

Medical Emergencies

Please refer to the student's school's policy for handling all health emergencies in the particular school or program in which the student is enrolled. Such emergency policies shall contain (1) local emergency response system telephone numbers (including ambulance, poison control number, local emergency care providers, etc.); (2) persons to be notified, i.e., parent, licensed prescriber, etc.; (3) names of persons in the school trained to provide first aid and cardio-pulmonary resuscitation; (4) scheduled programs for staff to be trained in first aid and CPR; (5) provision of necessary supplies and equipment and; (6) reporting requirements.

Release of Student to Adults Other than Parents

Collaborative schools and programs will not allow anyone other than a child's custodial parents to take the child away from school. If a parent wants a relative, friend, or care provider to pick up a student at school, the parent must give written permission or call the program or school. If a parent calls, the program or school must verify that it was the parent making the call. The individual must show identification before the program or school will release the student.

Whole School or Community Emergencies

There may be instances where there is a disaster or community emergency. In such instances, the Collaborative will work to reunite parents with their children if the program school is in containment or needs to be evacuated. Occasionally, there may also be a need to increase the level of security because of a possible disturbance in the community. When this happens, visitors may not be allowed into the Collaborative or school, and students and staff may not be allowed to leave.

Emergency Procedures

The Collaborative will develop and ensure that staff are familiar with emergency procedures, including emergency evacuation and lock down procedures for their building. During an evacuation, the priority is to get all students out of the building in an orderly, prompt, and safe manner. Staff should make arrangements in advance with the building principal (or designee) to provide additional assistance for the evacuation of any student requiring such assistance.

Collaborative emergency procedures and preparation include:

- A minimum of 2 evacuation and lock down drills conducted for each classroom annually;
- Initial training, including a walk-through of the setting, identification of sprinkler and fire extinguisher locations, and location of emergency number postings;
- Embedded program strategies to help all students understand the nature of the drills;
- Special provisions for the evacuation of any mobility-impaired student;
- Identification of the location of emergency information for students to be taken during an evacuation;
- A written log of each evacuation or lock down drill report sheets that includes date, time elapsed, participants (students and staff), witnesses, etc.

REPORTING CHILD ABUSE AND NEGLECT

M.G.L. c. 119 § 51A makes administrators, teachers, school nurses, guidance counselors and other Collaborative staff members mandated reporters for purposes of reporting child abuse and neglect to the Department of Children and Families (DCF). Under M. G. L. c. 119, Section 51A, a Collaborative staff member who has reasonable cause to believe that a student under the age of 18 years is suffering physical, sexual, or emotional abuse, or neglect, by a parent, Collaborative staff member, or other caretaker, must immediately report the abuse or neglect either directly to the DCF or to the person designated by the Collaborative to accept those reports, who, in turn, must promptly report the abuse to the DCF. Collaborative staff must adhere to the following guidelines in the handling of suspected abuse and neglect cases.

- Each program will designate a Child Protection Team for assisting and follow-up to each case of suspected child abuse. The Child Protection Team will consist of the principal or his/her designee, a clinician (social worker or psychologist), the program nurse and the staff member(s) reporting the initial concern.
- The Child Protection Team consists of:
 - Principal(s) 40 Linnell Circle, Billerica, MA, 978-528-7800
 - Principal 135 Coburn Road, Tyngsborough, MA, 978-528-7817
- The program employee who has the initial concern will initiate with the principal or his/her designee the involvement of the Child Protection Team.
- An immediate meeting of the Child Protection Team will be convened to discuss the steps to be taken in order to determine whether and when to file a 51A Report. These steps may include:
 - Gathering additional information from the child; documenting any physical signs of abuse.
 - Gathering information from other people familiar with the child and his or her situation. Confidentiality must be maintained in these cases.
 - Consulting with the Department of Children and Families.
- The Child Protection Team will determine the process and individuals to be involved in filing a 51A Report.
- If the Child Protection Team decides that a 51A Report will be filed, the Team determines who will telephone the report to the nearest DCF Office.
- The principal or his/her designee is responsible for ensuring completion of the required written forms, which will be submitted to DCF within 48 hours of the oral report.
- Un-resolvable differences of opinion among the Child Protection Team members may inhibit filing as a Team. It is important to note, however, that if notified of the suspicion, the principal or his/her designee assumes the responsibility of reporting. If the principal or his/her designee is not immediately present or available, the designated person in charge will perform the principal or his/her designee's obligation.
- If the Child Protection Team decides to file a 51A Report, the Team will also decide who will inform the parents and when this will take place. It is recommended that the principal or his/her designee notify the parents. The timing of the notification of the parents should take into account that the essence of the M.G.L. c. 51A is that the child's welfare is the top priority. DCF has discouraged notifying the parent if the child will be placed at risk for further abuse when the facts of the interview are revealed. When this is the case, the Team should decide in consultation with DCF at what time the parents should be informed.
- The principal or his/her designee will notify and keep the Executive Director informed of the concern throughout the process. The Executive Director may be directly involved in the process at the request of either the principal or his/her designee or staff.
- The principal or his/her designee will inform the Executive Director within 24 hours of filing of the 51A Report and send a copy of the 51A Report for filing in an administrative file at the Collaborative Administrative Office, as well as a completed Incident Report form.
- If the suspected abuse/neglect is the result of an action of a staff member or another student, DESE Form 2 will be completed and forwarded to the Department of Elementary and Secondary Education.
- When DCF requests to interview the child at school, the principal or his/her designee will be available to join the interview if requested by DCF.
- Unless specifically mandated, no reference to the 51A Report will be made in the child's

Student Record.

- If the student has an on-going case with DCF, a member of the Child Protection Team will initially attempt to contact the On-Going Worker of the case at DCF. If the students' On-Going Case Worker is unavailable, the On-Going Case Worker's supervisor will be contacted. In the event that neither person is available, the Team will follow the reporting policy as outlined above.
- If the student is 18 years of age or older, follow the above procedure and contact the Massachusetts Disabled Persons Protection Commission to file a report.

IMMEDIATE NOTIFICATION

In the event of a serious or unusual incident occurs, the Collaborative's Executive Director is notified immediately. Upon notification, the Executive Director directs the gathering of all available pertinent information from involved parties. The Executive Director meets with involved parties as necessary. The Collaborative Incident Report Form is to be completed by staff and included in the student record. The incident report form documents the incident, precipitating events prior to the incident, and follow up needed. The report form also documents notification to all parties of the incident. Serious incidents are those that result in injury, safety concerns, substantial discipline code violations, or emergency personnel responses.

In the event of a serious or unusual incident occurs, immediate notification by telephone, and by letter when appropriate, will be sent to the parents, Local Educational Agency ("LEA") representatives, any state agency involved in student care or program placement, and by mail to the Massachusetts Department of Elementary and Secondary Education using its online portal.

The protocol described below is followed for incidents that require immediate notification of the Department of Elementary and Secondary Education (DESE) or Department of Public Health (DPH). An Incident Report Form is submitted to DESE within 48 hours of the following types of incidents:

- Death of a student;
- Filing of a 51-A report with DCF, or a complaint to the Disabled Persons Protection Commission *against the school or a school staff member* for abuse or neglect of a student;
- Any action taken by a federal, state or local agency that might jeopardize the school's approval with the Department; and
- Any legal proceeding brought against the school or its employee(s) arising out of circumstances related to the care or education of any of its students regardless of state of residency.
- The hospitalization of a student (including out-patient emergency room visits) due to physical injury at school or previously unidentified illness, accident or disorder that occurs while the student is in the program; (For students with complex health care needs, this will also require notification of the Department of Public Health (DPH) through the emergency response protocol.)
- Student injury resulting from a motor vehicle accident during transport by school staff (including contracted staff) which requires medical attention;
- Serious student injury requiring emergency medical intervention resulting from a restraint;
- Student run away/bolting beyond building boundaries;
- Emergency termination of a student under circumstances in which the student presents a clear and present threat to the health and safety of him/herself or others pursuant to 18.05(7)(d);
- Any other incident of serious nature that occurs to a student.

COORDINATION WITH PUBLIC SCHOOL DISTRICTS AND THE IEP PROCESS

Student Referral and Admissions

Prior to student placement in a Collaborative program, the LEA will forward a comprehensive referral packet to the program in which the student's enrollment is to be considered. Upon receipt, the principal or his/her designee will work with the district to schedule a site visit and intake meeting with the parents and district, at which time the Intake Coordinator will provide detailed information about the program. Such information will include the Collaborative's purpose and services, policies regarding parent and student rights including student records, the health program including the procedures for providing emergency health care, and the procedure for termination of a student. The principal or his/her designee will also conduct a tour of the program to include the classroom in which the student would be placed. Prior to enrollment, the sending district and parents must provide: a current, signed Individualized Education Program (IEP), health and immunization records, and all required program forms.

Placement Meeting

Upon acceptance to a Collaborative program, the LEA may schedule a Team meeting to determine placement. Team participants will include: parents, LEA designee, principal or his/her designee, classroom teacher, clinical and support services staff working with the student, designee of any district/agency cost sharing the placement (if applicable), and any other persons determined appropriate by members of the Team or invited by the parent. The placement shall meet the requirements of 34 CFR 300.552 and shall be held within ten school days following the meeting at which the Team developed the IEP. At the request of the parent, the placement meeting may be held at a later date.

Written Contracts

It is the responsibility of the LEA to enter into written contracts with the Collaborative program in which a student is being placed. In each such contract, the Collaborative will provide the following assurances:

1. Assurances on the part of the Collaborative that its program(s) will comply with all elements of the IEP for the student and shall provide, in writing, to the LEA detailed documentation of such compliance through completion of required student progress reports.
2. The Collaborative will allow the placing school district to monitor and evaluate the education of the student and will make available, upon request, any records pertaining to the student to authorized school personnel from the LEA and the Department of Elementary and Secondary Education in accordance with the Massachusetts Student Record Regulations.
3. The Collaborative shall allow the placing school district and/or the Department of Elementary and Secondary Education to conduct announced and unannounced site visits and to review all documents relating to the provision of special education services to Massachusetts' students at public expense. Access to documents for the placing school district shall include general documents available to the public, documents specifically related to the student placed by such district, and other documents only to the extent they are necessary to verify and evaluate education services provided at public expense.
4. The Collaborative shall afford publicly funded students all the substantive and procedural rights held by eligible students, to be educated in the least restrictive environment, and shall comply with all other applicable legal requirements of the regulations and applicable policy statements and directives issued by the Department of Education and the Massachusetts Department of Elementary and Secondary Education.
5. The Collaborative assures the LEA that it does not deny a student access to its programs or services on the grounds of race, color, age, disability, gender, gender identity, religion, national origin, or sexual orientation.

Students of all Collaborative programs are entitled to protections and standards in accordance with:

- The MA DESE's Program and Safety Standards for Approved Public or Private Day and Residential Special Education School Programs (603 CMR 18.00).
- The Massachusetts Special Education Regulations (603 CMR 28.00).
- The Individuals with Disabilities Education Act (IDEA) of the U.S. Federal Regulations.
- The Americans with Disabilities Act (ADA) (504)

Program Oversight

The Collaborative is responsive to the LEA, in ensuring that the student's IEP is being appropriately implemented and that the service delivery is aimed at assisting the student meet the goals identified within the student's IEP, and welcomes site visits by the LEA for program monitoring. Program visits by the LEA are documented in applicable student records. The Collaborative ensures that instructional groupings do not exceed the applicable guidelines of student staff ratio and age span. Student staff ratios do not exceed 8 students to 1 certified special educator, 12 students to 1 certified special educator and 1 assistant. If a situation arises that necessitates exceeding the above ratios, the Collaborative will provide written notification, including the reason, to the DESE, parents, and involved LEAs. The age span of instructional groupings does not exceed 48 months. If justified, the Collaborative will seek approval from DESE for a wider age span prior to increasing the age range.

Team Meetings

It is the responsibility of the LEA to schedule Team meetings in conjunction with Collaborative staff. Team participants will include: parents/guardians, LEA designee, appropriate Collaborative staff, designee of any district/agency cost sharing the placement (if applicable), and any other persons determined appropriate by members of the Team or invited by the parent/guardian.

Annually, and at the 3-year eligibility re-determination, the Team will evaluate the appropriateness of the student's placement in his/her Collaborative program as it relates to the student's needs as outlined within the student's IEP. Full consideration will be placed on transitioning the student to a less restrictive environment and, if determined appropriate, a transition plan will be implemented.

The team will discuss annually the student's transition and document its discussion on a Transition Planning Form. The Team will then prepare a new IEP for continued placement at the Collaborative program or movement to a new setting.

Testing for 3-year re-evaluations is the responsibility of the sending district. Collaborative program staff will be available to complete educational assessments. The sending district must provide 30 school days prior notification is required for testing completion.

IEP Development and Implementation

The principal or his/her designee is responsible for overseeing the implementation of all components of the student's IEP.

- Where the IEP of the student in need of special education has been accepted in whole or in part by that student's parent, the Collaborative provides the mutually agreed upon services without delay.
- At the beginning of each school year, the collaborative has a current IEP for each eligible enrolled student that has been issued by the responsible public school district and consented to and dated by the student's parent(s) (or the student, when applicable).
- Each teacher and provider described in the IEP is informed of his or her specific responsibilities related to the implementation of the student's IEP and the specific accommodations, modifications,

and supports that must be provided for the student under it.

- The Collaborative does not delay implementation of the IEP due to lack of classroom space or personnel, provides as many of the services on the accepted IEP as possible and immediately informs the responsible school district and parents in writing of any delayed services, reasons for delay, actions that the Collaborative is taking to address the lack of space or personnel and offers alternative methods to meet the goals on the accepted IEP. Upon agreement of the responsible school district and parents, the Collaborative implements alternative methods immediately until the lack of space or personnel issues are resolved.

Financial Obligations/Costs

When eligible disabled children are placed in a program with an IEP by their local school district, the local sending school is fiscally and programmatically responsible. All needed services are provided free of charge to the family.

Under applicable circumstances, if parents unilaterally place their child into a Collaborative program, they are responsible for tuition, transportation and all costs incurred. Parents in such cases are expected to pay monthly bills one month in advance or the child's placement may be terminated. If a child or parent injures, defaces, destroys or otherwise damages people, buildings, equipment, materials, vehicles or other aspects of the program, they are personally liable.

Student Involvement

Upon reaching 14 years of age or upon entering the ninth grade, whichever comes first, the student will be invited to participate as a member of the Team and participate in the development of his/her own IEP. The staff of the program and the parents may choose to extend these rights to students under the age of 14 or to students who have not yet entered the ninth grade.

If for any reason, the student has not participated as a member of the Team, written documentation as to the circumstances for non-participation will be included within the IEP under the Additional Information section of the IEP.

Student Participation and Consent at Age of Majority

When the student reaches the age of 18, he or she will have the right to make all decisions in relation to his or her programs and services. The LEA has the obligation to obtain consent from the student concerning the student's special education programs and services. To continue the student's special education program, the Collaborative will work together with the LEA under the following conditions:

1. The parent will continue to receive written notices and information but will no longer have decision-making authority, except as provided below.
2. If the parent has sought and received guardianship from a court of competent jurisdiction, then the parent retains full decision-making authority.
3. The parent shall not have authority to override any decision or lack of decision made by the student who has reached the age of majority unless the parent has sought or received guardianship or other legal authority from a court of competent jurisdiction.
4. The student, upon reaching the age of majority and in the absence of any court actions to the contrary, may choose to share decision-making with his or her parent (or other willing adult), including allowing the parent to co-sign the student's IEP.
5. Such choice shall be made in the presence of the Team and shall be documented in written form.
6. The student's choice shall prevail at any time that a disagreement occurs between the adult student and the parent or other adult with whom the student has shared decision-making.
7. The student, upon reaching the age of majority and in the absence of any court actions to the contrary,

may choose to delegate continued decision-making to his or her parent, or other willing adult. Such choice shall be made in the presence of at least one representative of the school district and one other witness and shall be documented in written form and maintained in the student record.

Transitioning to a Less Restrictive Environment

The programs of the Collaborative ensure flexible procedures and mechanisms that maximize opportunities for enrolled students to gain the capacity to return to a less restrictive educational program. Moving to a less restrictive setting may include, but is not limited to, a capacity for part-time attendance at a public school or other community program or a period of transition from one program option to a less restrictive program. When a student successfully reaches the performance, expectations identified during the intake/placement process, the Team will develop a re-entry plan to an LEA school program.

As a component of the intake/placement process, the sending district will identify student performance expectation for the re-entry to a public school setting. The principal or his/her designee will work with the sending district to complete a student termination plan form. This form will be reviewed at the annual Team meeting through the IEP vision statement process.

At each student's annual Team meeting, program staff, the sending district, parents and students (if applicable), through the vision statement process, will identify if the student will be likely to transition back to the public school setting within that academic year. If it is determined that the student has reached the goals as outlined in the student termination plan prepared by the sending district at intake, the Team will then develop and implement the Student Termination Implementation Plan addressing the following areas:

- Background information – statement of the student's academic/behavioral/social-emotional needs and progress with specifics regarding what has been crucial to the student's success
- School history – recommendation for school placement
- Current educational needs – academic levels, accommodations, and materials needed in all subject areas
- Access to regular education classes
- Technology needs
- Behavioral needs recommendations – plan, preferred activities, motivators, frequency
- Learning style accommodations
- Additional therapies – short statement of current functioning, accommodations, specific materials, service delivery
- Therapeutic needs – individual/group therapy, daily/weekly check-ins/progress reports, outside therapist/community agency/physician(s) name and telephone numbers
- Goals – transition into school, preparation for class

Planned Termination

In circumstances where a student's needs can no longer be met in a Collaborative program, the Collaborative will notify the LEA of the need for IEP and Placement meetings and will provide notice of this meeting to all appropriate parties at least ten (10) days in advance of the intended date of the meeting. The purpose of the meeting is to share information and data with the goal of developing a clear and specific termination plan so that the student can transition from the Collaborative program in a planned and organized manner.

In instances where the termination is initiated by the parents or the LEA, the LEA must give the Collaborative 30 days prior notice of the student's termination. The district will be billed for a minimum of 30 days from the date of

termination notice.

Emergency Termination of Enrollment

Consideration of termination of enrollment is part of the Team process in determining appropriate placement for a student. Every effort is made to continue enrollment for students that may be in crisis. However, if a student presents with severe behavioral incidents requiring more support and intervention than is routinely part of the Collaborative's therapeutic procedures, the following processes occur:

1. An emergency Team Meeting is convened to discuss alternative strategies to address the student's presenting issues.
2. The Team develops an interim action plan which can include, but is not exclusive to:
 - a. 1:1 staff supervision and support
 - b. Change in length of school day
 - c. Change in daily academic and behavioral expectations
 - d. Change in environment within the school program
 - e. Addition of therapeutic/clinical intervention
 - f. Or any other option as determined by the Team
3. A follow-up Team meeting is scheduled four (4) to six (6) weeks following the interim action plan to assess the student's status.

In the event of an emergency situation, it is the conclusion of the Team that the enrollment of a student should be terminated, the following assurances are given:

- The enrolling public school district shall receive immediate notification (see Immediate Notification - Policies and Procedures).
- In accordance with 603 CMR 28.09(12), at the request of the district, the student's termination can be delayed for two (2) calendar weeks to allow the district to convene an emergency Team meeting or to conduct other appropriate planning discussions.
- By mutual agreement, the student's termination can be delayed for longer than two (2) weeks.
- Staff will be available at the request of the enrolling district to attend the emergency Team meeting with the parents, the public-school representatives, and any other agencies responsible to the student.

An emergency situation will be defined as: a student presents a clear and present threat to the health and safety of him/herself or others.

If a student has been hospitalized due to an emergency situation, a re-entry after hospitalization meeting will be scheduled. The Team may determine an emergency termination is required.

Written Notification and Communication

The principal or his/her designee has the responsibility of notification and communication with school districts. The principal or his/her designee may delegate other program staff in fulfilling the Collaborative's to collaborate with the school districts. Such persons include the school administrative assistants, educational coordinators, clinicians, and nurses. The following is a guideline for delegation of collaboration and communication with sending districts.

School Secretary: Distribution of reports; scheduling meetings; distribution of attendance records; and medical emergency, injury or hospitalization

Clinicians: Student and family related issues; medical emergency, injury or hospitalization; and behavior implementation plans/functional behavioral assessments

Educational Coordinators/Teachers: Alignment with district curriculum, education and graduation requirements (if applicable); IEP implementation/revision, development/implementation of move to less restrictive environment or planned termination, and Team meetings; written progress reports to be written by service providers and sent to parents and LEA in a timely manner; ensure participation in state assessment programs in accordance with the student's IEP; progress reports; and student and family related issues

Principals/Executive Director: Student and family related issues; alignment with district curriculum, education and graduation requirements (if applicable); instances requiring disciplinary action; IEP implementation/revision, development/implementation of move to less restrictive environment or planned termination, and Team meetings; behavior implementation plans/functional behavioral assessments; manifestation determinations; medical emergency, injury or hospitalization; runaway student; filing of a 51A Report against a staff person (applicable sending district); and death of a student

PROGRESS REPORTS

All Collaborative programs will complete progress reports four times each year (quarterly progress reports). In all cases the quarterly progress reports will be provided to the LEA and to the parent(s) and will be kept on file at the Collaborative.

Quarterly progress reports will report to parents the progress of each IEP goal individually. Service providers must comment on whether they anticipate the student being able to meet the goal by the end of the IEP period. If they believe that the student will be unable to meet the goal, that must be indicated on the progress report and a Team Meeting must be held to amend the IEP. Progress Reports must answer two questions for each goal: (1) What is the student's progress toward the annual goal and (2) is the progress sufficient to enable the student to achieve the goal by the end of the IEP period? Information included on the quarterly progress reports will be derived from data collected throughout the reporting period.

Where a student's eligibility terminates because the student has graduated from secondary school or exceeded the age of eligibility, the Collaborative will provide the student with a summary of his or her academic achievement and functional performance, including recommendations on how to assist the student in meeting his or her postsecondary goals.

Copies of progress reports will be maintained in student records.

CURRICULUM REVIEW

The collaborative ensures that individual teachers in the collaborative continuously review all educational materials for simplistic and demeaning generalizations, lacking intellectual merit, on the basis of race, color, sex, gender identity, religion, national origin or sexual orientation. Appropriate activities, discussions and/or supplementary materials are used to provide balance and context for any such stereotypes depicted in such materials.

In addition, to ensure that counseling and counseling materials are free from bias and stereotypes on the basis of race, color, sex, gender identity, religion, national origin, sexual orientation, disability, and homelessness, all counselors:

1. encourage students to consider programs of study, courses, extracurricular activities, and occupational opportunities on the basis of individual interests, abilities, and skills;
2. examine testing materials for bias and counteract any found bias when administering tests and interpreting test results;
3. communicate effectively with ELs and disabled students and facilitate their access to all programs and services offered by the district;
4. ensure that ELs have the opportunity to receive guidance and counseling in a language the student understands;
5. support students in educational and occupational pursuits that are nontraditional for their gender.

STATE/DISTRICT WIDE ASSESSMENT

Both the Massachusetts Education Reform Law of 1993 and the Individuals with Disabilities Education Act (IDEA) requires the full participation of students with disabilities in state and district wide testing programs. The Massachusetts Education Reform Law requires all students in publicly supported programs, including students with disabilities, to participate in the Massachusetts Comprehensive Assessment System (MCAS), including students in educational collaboratives. The IDEA requires that all children with disabilities participate in state and district- wide assessment programs, either:

- Routinely, as do non-disabled students; or
- With appropriate accommodations and modifications in administration where necessary; or
- Through alternate assessments for students who cannot participate in state and district wide assessments as determined by their IEP Team.

The IDEA also requires that students with disabilities be given the opportunity to participate in and make progress in the general education curriculum, with emphasis on being provided the supports and services necessary to ensure their success in this regard. This means that all students, even those with significant disabilities, must receive instruction that addresses, at minimum, the skills, concepts, and information supported by the learning standards in the Massachusetts Curriculum Frameworks that are taught to all students.

It is the responsibility of the principal or his/her designee to:

- Ensure that all enrolled students have access to the general curriculum and participate in MCAS per state regulations.
- Ensure that all students with disabilities in the tested grades participate in MCAS in the manner prescribed by their IEP Team, and in accordance with student participation requirements described in the MCAS Alternate Assessment Educators Manual, and other MCAS publications.
- Allocate and coordinate Collaborative resources, including personnel to assist the student's primary teacher, in order to ensure timely and appropriate participation by designated students with disabilities in MCAS.
- Provide assurances that complete and accurate information on each student participating in MCAS is indicated on the student identification form, student answer booklets, and other forms as appropriate, including proper identification and labeling of student testing materials or portfolio.
- For students participating in MCAS Alternate Assessments, ensure that student portfolios are completed and submitted no later than the due date as assigned by DESE.
- For students participating in MCAS Alternate Assessments, monitor the alternate assessment process

to ensure that student work is neither altered nor fabricated in a way that provides information that is false or portrays the student inaccurately.

The student's IEP Team is responsible for determining how each student will participate in MCAS, what accommodations, if any, will be necessary and the format of the Alternate Assessment portfolio (*if Alternate Assessment is the assessment of choice*).

GRANTING OF DIPLOMAS AND CERTIFICATES

In accordance with M.G.L. c. § 691D and M.G.L. c. 71B § 1, the requirements of the competency determination are a condition for high school graduation or receipt of a high school diploma. Students and Parents should visit the DESE website to learn about the competency determination graduation requirements and should feel free to discuss such requirements with Collaborative staff. The following procedures will be used in awarding diplomas to Collaborative students:

- All students of the Collaborative will participate in the MCAS testing program (or alternate assessment) according to the federal special education law and MCAS administration guidelines published by the Department of Elementary and Secondary Education.
- At least one year in advance of a probable graduation date, the sending public school district has the responsibility to convene a Team meeting for annual review of the IEP. At this meeting, the public school district must indicate whether the student is expected to meet high school graduation standards and communicate the likelihood of graduation to the parent at the meeting and in the IEP that is proposed for the student. It is recommended that this dialogue begins upon the student's entrance into a Collaborative high school program.
- The standards for the award of a high school diploma include requirements set by the district and state standards including the competency determination standard. However, by choosing to send a student to a Collaborative program, the public school district is accepting the program as sufficient to meet local requirements that are necessary for graduation in addition to the competency determination.
- Students funded by their public school who have satisfied the Collaborative curriculum and attendance requirements, and who have achieved a passing or higher grade on the MCAS requirements are eligible for a high school diploma from their own sending public school.
- A sending public school district may issue a "certificate" to a Collaborative student. The certificate may recognize achievement, attendance, course completion, or participation.
- A Collaborative student who receives a certificate, but who has not received a high school diploma or its equivalent will continue receiving publicly funded special education services as long as the student continues to meet the eligibility criteria for such services. The right to continued services will end when the student turns 22 or receives a high school diploma or its equivalent, whichever comes first.
- A certificate issued to a Collaborative student will only be called a "diploma" and indicate "high school graduation" if the student has met the state MCAS competency determination standard.
 - In these circumstances, the sending public school district may award a high school diploma to the student.
 - If the high school diploma is awarded, then the diploma will indicate that the student has met state standards for high school graduation, and that the sending public school district awards the diploma.

LIMITED ENGLISH PROFICIENT (LEP) STUDENTS AND FAMILIES

The Collaborative takes responsibility for helping to identify resources and services for Limited English Proficiency (LEP) and English Language Learners (ELL) and will work with referring districts to ensure the language needs as well as the behavioral and social needs of these students are met. (Please refer to Appendix J)

All LEP and ELL students are afforded the same opportunities to access and participate in the Collaborative programs and services as other students. The Collaborative, in conjunction with the sending school district, implements necessary program modifications and support services to identify and effectively serve students who need special language assistance. Such program and support services are based on sound education theory, provide for English language development, provide for meaningful participation of limited English proficient students, and are evaluated and appropriately revised in an ongoing manner. These programs and support services are demonstrably useful in assisting students receiving such program modifications and services to gain English language proficiency. Frequent assessments are completed to ensure student progress and to determine when modifications and support services are no longer required

In addition, the Collaborative arranges for a person or community organization to provide translation services and oral interpretation services for any notices to parents/guardians and/or students and program information or material regarding the Collaborative to ensure the civil rights of any student and his/her family with limited English proficiency. The Collaborative also ensures that any recruitment and promotional materials disseminated to residents in the area served by the collaborative are translated into the major languages spoken by residents with limited English skills. The Collaborative also ensures that any information provided to students and families about extracurricular activities and school events is provided to English Learners and to their parents/guardians in a language they understand. All notices, such as activities, responsibilities, and academic standards, provided to all students is provided to English Learners in a language and mode of communication that they understand.

Communications with parents are in clear and commonly understood words and are in both English and the primary language of the home if such primary language is other than English. Any interpreter used in fulfilling these requirements is fluent in the primary language of the home and familiar with special education procedures, programs, and services. If the parents or the student are unable to read in any language or are blind or deaf, communications are made orally in English with the use of a foreign language interpreter, in Braille, in sign language, via TTY, or in writing, whichever is appropriate, and all such communications are documented.

If the collaborative provides notices orally or in some other mode of communication that is not written language, the collaborative keeps written documentation (a) that it has provided such notice in an alternate manner, (b) of the content of the notice, and (c) of the steps taken to ensure that the parent understands the content of the notice.

If a district's IEP Team determines that an LEP student will be placed in a Collaborative program, the Collaborative will work with the sending school district and the family to determine how to meet that student's needs relative to accessing content through sheltered content instruction and/or developing English proficiency through additional instruction in English as a Second Language (ESL). When an LEP student enrolls, staff will consult with an ELL/ESL specialist (who delivers professional development in the category trainings) and with the sending district's ELL coordinator to ensure that the student's needs, special education and ELL, are being addressed.

HOME AND SCHOOL COMMUNICATION

The Collaborative staff welcomes and encourages communication between school and home. The staff communicates

with parents on a regular basis, through telephone calls, daily communication books and progress reports. Home contact keeps parents informed of student progress and fosters continuity of behavior support programs at home, in the community and at school.

Collaborative staff hold parent conferences and open houses as appropriate to discuss programs, goals, progress, issues and concerns. A Parent Advisory Council (PAC) is annually organized for the purpose of advising the school on matters that pertain to the education, health, and safety of the students. The PAC also holds parent workshops on a variety of current pertinent topics.

All communications with parents will be in clear and commonly understood words and are in both English and the primary language of the home if such primary language is other than English. If the Collaborative provides notices orally or in some other mode of communication that is not written language, the Collaborative keeps written documentation (a) that it has provided such notice in an alternate manner, (b) of the content of the notice and (c) of the steps taken to ensure that the parent understands the content of the notice.

OBSERVATION POLICY

In compliance with Massachusetts General Law chapter 71B, section 3, the Collaborative shall, upon request by a parent, provide timely access to parents and parent-designated independent evaluators and educational consultants for observations of a child's current program and of any program proposed for the child, including both academic and non-academic components of any such program.

Please understand that an evaluator hired by the parent is observing on behalf of the parent and, therefore, the parent may not simultaneously observe the student or program. The number of observers at any one time may be limited to avoid disruption of the classroom to be observed and to ensure the integrity of the educational program for the students within the classes to be observed.

Additionally, it is anticipated that an evaluator will have the appropriate credentials or expertise to perform the observation, and will be attempting to provide objective data as part of an evaluation about the student or program upon which educational decisions can be based.

Any potential observer must complete and submit an Observation Request Form (located in Appendix A) at least five (5) days in advance of any requested date for observation, except in exigent circumstances. This form asks observers to be as specific as possible about their requests, noting the purpose of their observation and whom or what they wish to observe. As a general practice, observations should be completed within not more than two (2) hours in order to minimize disruption of the classrooms/programs in which the specific student is to be observed. Where appropriate, additional observation time shall be provided on a case-by-case basis. Parents and their designees shall be afforded access of sufficient duration and extent to enable them to evaluate a child's performance in a current program and the ability of a proposed program to enable such child to make effective progress.

The principal or his/her designee shall have the sole discretion to approve observations and to determine the number, times, lengths, and dates of observations. Every effort will be made to accommodate the preferences of the observer as indicated on the "Observation Request Form" when possible. Under ordinary circumstances, observations are strongly discouraged during the first two weeks of school in September and January and during the month of June. After the form is submitted to the Collaborative, a designee of the principal will call the observer to schedule the visit and will send the observer written confirmation. The Collaborative may set conditions or restrict program observations in circumstances where it seeks to protect (a) the safety of the children in the program during the observation; (b) the integrity of the

program during the observation; (c) children in the program from disclosure by an observer of confidential or personally identifiable information he or she may obtain while observing the program.

Observers are asked to be punctual on the date of the scheduled observation. Observers should arrive at the Collaborative fifteen (15) minutes prior to the scheduled observation to sign in and otherwise comply with visitor procedures as set forth in the “School Visitor Procedures” contained in this Handbook. Late arrivals may have to reschedule their visit or wait until the following period to enter a classroom. Visitors are asked to limit the materials they bring with them. Food, drinks, books, catalogues, test reports, laptops, and other materials are discouraged, but a notepad is expected. Observers should not speak to staff or students during the observation or otherwise disrupt the class or therapy in anyway. In advance of an observation, an observer may request a conference with appropriate staff members. Such conferences may be limited by the availability of the particular staff member and shall be arranged at the discretion of the principal. A designated Collaborative staff member will be assigned to accompany visitors throughout their observations and during such staff conferences.

SCHOOL VISITOR PROCEDURES

While the Collaborative encourages the involvement of parents and community members in the education of the Collaborative’s students, the Collaborative has a duty to protect the safety and confidentiality of its students, as well as to ensure that the educational process is not unnecessarily disrupted. As a result, certain rules and procedures must be followed to ensure that visits are beneficial to the visitors and not harmful to the students or the educational process.

Visitors will only be permitted to enter school buildings for purposes of pre-arranged meetings, visits, or observations. The only exception shall be for “quick visits” by parents for the purpose of dismissing a student, bringing in medications, dropping off forgotten lunches, gym clothes, etc. Such “quick visits” need not be pre-arranged; however, such visitors may not be permitted beyond the main office depending on the circumstances.

All visitors to the Collaborative must report to the main office immediately upon entrance into a school building. All visitors whose destinations are other than the main office must sign in, noting the time of their arrival and identifying the location and purpose of their visit. These visitors must wear a visitor badge at all times while in the school building. The principal or his/her designee will designate a staff member to escort visitors to their appropriate destination.

Upon completion of their pre-arranged meetings, visits, or observations, all visitors shall proceed directly to the main office. They must sign out, noting the time of their departures, and return their visitor’s badges. Visitors may not proceed to any areas of the building other than the designated locations of their meetings, visits, or observations, without first returning to the main office and obtaining express administrative approval to access other areas of the building.

Please see the attached Observation Policy Form for more detailed procedures regarding arranging and attending an observation or visit of a program or classroom.

PARENTAL INVOLVEMENT

Parent Advisory Council

The rights of parents to be involved in the education and decision making regarding their child’s program and services is welcomed by the Collaborative. The Collaborative community, which includes school personnel, parents, and students, recognizes parent involvement in the educational process as a critical factor whose importance cannot be over-emphasized. As a result, and in conjunction with Massachusetts State regulations, an Advisory Council consisting of

parents of Collaborative students has been formed. Rather than replacing the individual LEA Special Education Parent Advisory Council, the Collaborative Parent Advisory Council (PAC) focuses on programs and emerging issues within the Collaborative. The PAC exists to give a formal channel for parent participation in the review of Collaborative policies, programs, and philosophy, as well as informing parents of their rights and assisting them with issues related to addressing the more intensive needs of students placed in the Collaborative's programs. The PAC aims to create a family-centered atmosphere to help families develop a sense of community and provide parents with support.

The Collaborative encourages feedback from the PAC regarding the education, health, and safety of students. The Collaborative PAC maintains its own officers and meeting schedule. The Executive Director is not directly involved with the PAC to allow the group a forum to address issues or concerns. As necessary, the Executive Director is available to meet with the PAC or confer with PAC officers. The Collaborative does not charge a fee for membership and welcomes all parents of the Collaborative.

Parents and guardians are valued members of the Team and essential to ensuring the school experience is positive for students. The Collaborative staff communicates regularly with parents/guardians to plan, evaluate, and share information. These interactions may take place in a variety of formal and informal ways including meetings, weekly reports, and phone calls.

Outreach to parents is organized on an annual basis for the sole purpose of establishing a Parent Advisory Council. This outreach begins in September of each school year. The PAC elects a parent representative on an annual basis. The school provides a co-chair on an annual basis. Current volunteers and telephone contact numbers are provided for all parents.

The PAC annually determines the frequency, duration, and schedule of meetings. The parent co-chair is responsible for developing an agenda for each meeting.

PAC may raise funds or participate in fund raising events. Any monies raised by the PAC will be kept in an account with the Collaborative Business Office. The parent chair or co-chairs must submit a Release of Funds form accompanied by the signature of two active parent participants from the PAC to access funds from this account.

PARENT CONSENT AND NOTIFICATION

The Collaborative collects consents for a variety of activities and protocols, including emergency medical treatment, medication administration, field trips, photographs and publicity.

Once a newly referred student is accepted for participation in a Collaborative program, the start date is not finalized until all consents and medical forms are returned by the parents or guardians.

Since the Collaborative is providing the program to the student at the request of the LEA, Collaborative staff work with each LEA to ensure that the annual consents are obtained prior to the end of the school year for the coming year as follows:

- Each year, a packet of consent forms and medical update forms are sent to each parent or guardian of an enrolled student with a self-addressed envelope.
- Any consents not received by the end of the school year triggers a call from the Collaborative to the

family, reminding them of the need to return the forms. If there are questions or concerns expressed, a follow-up call is made by the principal to the family.

- If the consents have not been received by the end of June, the LEA Liaison is notified that without the signed consents and updated medical information, the student will not be able to enter the program on the scheduled start date.
- As necessary, the Collaborative will resend form packets, hand-deliver form packets and continue to monitor the status of the forms.

When applicable, the Collaborative will request parental consent for the following:

- Research
- Experimentation
- Fundraising
- Publicity
- Observation

The Collaborative's policy and procedures include, when applicable, notification pursuant to Parental Notification Law M.G.L. c. 71, § 32A concerning curriculum that primarily involves human sexual education or human sexuality issues.

CHANGE OF LEGAL\CUSTODIAL STATUS

If staff is notified of a change of legal status, the Collaborative Executive Director or principal will:

- Request a copy of official court documents.
- Enter official court documents into the Student Record, including restraining orders or other legal judgments.
- Notify the appropriate staff involved in the care and education of the student.
- In the event that a non-custodial individual attempts to violate a court order and attempts access to a student, the Collaborative is to be notified immediately.
- In the event that a non-custodial individual refuses to leave school property, local law enforcement authorities are to be notified immediately.
- Following any such event, an Incident Report form will be completed and forwarded to the Collaborative.

BEHAVIOR SUPPORT

Student Behavior

The goal of behavior support shall be to maximize the growth and development of the student and to protect the group and the individuals in it. The Collaborative directly relates consequences to the specific misbehavior and shall apply such consequences without prolonged delay. The Collaborative serves students who may, at times, display extremely unsafe behaviors. Collaborative staff uses de-escalation techniques and behavior support strategies to help students remain safe without the use of physical intervention. However, due to the nature of student behavior, it is sometimes necessary to physically intervene in order to keep students and staff safe.

Behavioral Programming

Behavior support is an important aspect of Collaborative programs with the goal of maximizing the growth and development of each student. The variety and complexity of students' behavioral and response issues require a range of

techniques. The long-term goal is to increase the internalization of control by the student. An important component of developing strategies for behavior intervention is an understanding of the function the behavior serves. Arrangement of the physical environment and classroom structure is an important management strategy. The placement of desks, availability of materials, length of work times, difficulty of tasks, establishment of predictable routines, and preparation of the child for changes in routine are all essential elements to managing student behavior successfully. The development and presentation of interesting and stimulating curriculum motivates students and is often the most successful management strategy.

Positive Reinforcement

The Collaborative emphasizes praise and positive feedback for all students as well as formal reinforcement schedules as appropriate. Staff takes the student's level of functioning into consideration when developing reinforcement schedules and using a variety of behavioral techniques, target and define specific behavior(s). The goal of most programs is to continue the process until the student can display the identified behavior without external reinforcement.

Mild Restrictive Behavior Support Procedures

When a student disrupts the learning of others, behavior support techniques may be utilized to assist the student in regaining control. Yelling, hitting, kicking, biting of self or others, or situations where a student's safety is in jeopardy are examples of instances when immediate intervention must occur. Recognizing cues and providing appropriate interventions to prevent further escalation are critical elements in successful behavior support.

Restraint Prevention and Behavior Support Policy and Procedures

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.

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.

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 others 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 M.G.L. c. 119, § 51A.

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.

Valley Collaborative uses a variety of methods for engaging parents and students in discussions about restraint prevention and use. Beginning during the referral process, parents and administration discuss school wide PBIS programs, behavioral and academic interventions, restraint procedures, notification policies and school wide supports prior to enrollment. After enrollment, engagement continues with ongoing team contact with families on student concerns, behavior plans and crisis intervention plans. IEP meetings, progress meetings, open house and teacher/parent conferences are held throughout the year to support ongoing discussions regarding prevention and the implementation of behavior support

methods.

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.

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 staffmember 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.

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.

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 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.

Time-out Guidelines and Student Separation

When used appropriately, time-outs are a very powerful method for managing behavior. The purpose is to temporarily isolate a child, giving him/her time to calm down, and, if developmentally appropriate, time to reflect on his/her behavior. Time-out means time-out from reinforcement, rewards, and attention.

Time-outs are utilized in order of least to most restrictive as follows:

1. Observational time-out is an effective means of having students remain in the classroom close to the group and watch what they are missing.
2. In-class exclusion time-outs take place in a quiet part of the room where the student does not see others.
3. Out-of class exclusion time-outs take place in an area immediately outside of the classroom.

For students in need of minimal stimulation and a safe area an out-of class exclusion time-out takes place in the time-out area. This area is free from distractions and objects to keep the student safe. If the time-out area has a door, the door has a window so the staff can remain visible to the student at all times. Staff members fill out the Time-Out Log documenting the reason for time-out and the length of the time-out. When a time-out of any type is over, the student must immediately be positively redirected back into an acceptable activity. This may be the same activity or something else. If possible, the antecedents of the behavior that caused the time-out will be moved.

All Collaborative staff working directly with students have the authority and training to implement student separation from their group or activity. However, any intervention that results in a student being involuntarily separated from their group or activity for more than thirty minutes must be approved by the principal and documented.

Students who are involuntarily separated from their group or activity will be observed at all times and must have at least one staff member accessible to them at all times. Any room or space used for time-out or separation will be safe and appropriate and will never be locked.

Collaborative students are always allowed to separate themselves voluntarily from their group or activity provided their separation does not result in safety concerns. In fact, students are encouraged to request a break when appropriate to assist in problem solving or seeking support. These breaks are not viewed as punitive, take place in an identified area of the classroom and are supervised directly by a licensed professional or a paraprofessional under the direction of a licensed professional.

Anti-Hazing

Commonwealth of Massachusetts: Anti-Hazing Law Chapter 269: Section 17. Hazing; organizing or participating; hazing defined

Whoever is a principal organizer or participant in the crime of hazing, as defined herein, shall be punished by a fine of not more than three thousand dollars or by imprisonment in a house of correction for not more than one year, or both such fine and imprisonment.

The term “hazing” as used in this section and in sections eighteen and nineteen, shall mean any conduct or method of initiation into any student organization, whether on public or private property, which willfully or recklessly endangers the physical or mental health of any student or other person. Such conduct shall include whipping, beating, branding, forced calisthenics, exposure to the weather, forced consumption of any food, liquor, beverage, drug or other substance, or any other brutal treatment or forced physical activity which is likely to adversely affect the physical health or safety of any such student or other person, or which subjects such student or other person to extreme mental stress, including extended deprivation of sleep or rest or extended isolation. Notwithstanding any other provisions of this section to the contrary, consent shall not be available as a defense to any prosecution under this action.

Chapter 269: Section 18. Failure to report hazing

Whoever knows that another person is the victim of hazing as defined in section seventeen and is at the scene of such crime shall, to the extent that such person can do so without danger or peril to himself or others, report such crime to an appropriate law enforcement official as soon as reasonably practicable. A fine of not more than one thousand dollars shall punish whoever fails to report a crime.

Section 19 of the Massachusetts General Laws, chapter 19 requires this anti-hazing law be distributed to all students and to all members of student groups, student Teams, and student organizations. Those who participate in and/or organize hazing shall be disciplined.

Chapter 269: Section 19.; issuance to students and student groups, Teams and organizations; report

Each institution of secondary education and each public and private institution of post-secondary education shall issue to every student group, student Team or student organization which is part of such institution or is recognized by the institution or permitted by the institution to use its name or facilities or is known by the institution to exist as an unaffiliated student group, student Team or student organization, a copy of this section and sections seventeen and eighteen; provided, however, that an institution’s compliance with this section’s requirements that an institution issue copies of this section and sections seventeen and eighteen to unaffiliated student groups, Teams or organizations shall not constitute evidence of the institution’s recognition or endorsement of said unaffiliated student groups, Teams or organizations.

Each such group, Team or organization shall distribute a copy of this section and sections seventeen and eighteen to each of its members, plebes, pledges or applicants for membership. It shall be the duty of each such group, Team or organization, acting through its designated officer, to deliver annually, to the institution an attested acknowledgement stating that such group, Team or organization has received a copy of this section and said sections seventeen and eighteen, that each of its members, plebes, pledges, or applicants has received a copy of sections seventeen and eighteen, and that such group, Team or organization understands and agrees to comply with the provisions of this section and sections seventeen and eighteen.

Each institution of secondary education and each public or private institution of post-secondary education shall, at least annually, before or at the start of enrollment, deliver to each person who enrolls as a full-time student in such institution a copy of this section and sections seventeen and eighteen.

Each institution of secondary education and each public or private institution of post-secondary education shall file, at least annually, a report with the board of higher education and in the case of secondary institutions, the board of education, certifying that such institution has complied with its responsibility to inform student groups, Teams or organizations and to notify each full-time student enrolled by it of the provisions of this section and sections seventeen

and eighteen and also certifying that said institution has adopted a disciplinary policy with regard to the organizers and participants of hazing, and that such policy has been set forth with appropriate emphasis in the student handbook or similar means of communicating the institution's policies to its students. The board of higher education and, in the case of secondary institutions, the board of education shall promulgate regulations governing the content and frequency of such reports, and shall forthwith report to the attorney general any such institution that fails to make such report.

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 Collaborative 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.

Prohibition Against Bullying and Retaliation

The Collaborative will not tolerate any unlawful or disruptive behavior, including any form of bullying, cyber bullying, or retaliation, in its school buildings, on school grounds, on school buses and at school bus stops or in school-related activities. The Collaborative 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. The Collaborative will support this commitment in all aspects of the school community, including curricula, instructional programs, staff development, extracurricular activities, and parent 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 district or school to staff any non-school related activities, functions, or programs.

Definitions

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

A **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 behavior.

Bullying, as defined in M.G.L. c. 71, § 37O, is the repeated use by one or more students, or by a member of school staff including, but not limited to an educator, administrator, school nurse, cafeteria worker, custodian, bus driver, athletic coach, advisor to an extracurricular activity or para professional 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 cyber bullying.

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 Collaborative educators, administrators, counselors, school nurses, cafeteria workers, custodians, bus drivers, athletic coaches, advisors to extracurricular activities, support staff, or paraprofessionals.

Target is a student against whom bullying, cyber bullying, or retaliation has been perpetrated.

Training and Professional Development

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

Annual staff training on the Plan

Annual training for all school staff on the Collaborative 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.

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 cyber bullying; and
- Internet safety issues as they relate to cyber bullying.

All students attending the Collaborative have an IEP. 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' IEP; 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.

Written notice to staff

Each school will provide all staff with an annual written notice of the Collaborative Bullying Prevention and Intervention Plan by publishing information about it, including sections related to staff responsibilities in the Personnel Policy and Employee Handbook.

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 Collaborative Bullying Prevention and Intervention Plan include strategies for providing supports and services necessary to meet these needs. In order to enhance the Collaborative's 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 Collaborative

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

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. The Collaborative works in collaboration with local and state agencies to adopt evidenced based curricula and to provide additional preventative services to students, parents, and faculty and staff.

Counseling and other services

The 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 student's Team meets with parents and staff as needed to help address student's 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, Board Certified Behavior Analysts (BCBA), 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
- Behavior 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

Students with disabilities

As required by M.G.L. c. 71B, § 3, 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.

Referral to outside services

The Collaborative will evaluate its current protocol for referring students and families to outside services to ensure relevance to the Collaborative 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.

Assessing needs and resources

At least every four years beginning with the 2016-2017 school year, the Collaborative will administer a Department of Elementary and Secondary Education-developed survey to assess school climate and prevalence, nature, and severity of bullying in its programs. Additionally, the Collaborative will annually report bullying incident data to the Department.

Academic and Non-Academic Activities

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

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 with information regarding the school's bullying prevention curricula

General teaching approaches that support bullying prevention efforts

The following approaches are integral to establishing a safe and supportive school environment, and they underscore the importance of the Collaborative's 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 students with disabilities, lesbian, gay, bisexual, transgender students, and homeless students;
- communicating with parents 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.

Policies and Procedures for Reporting and Responding to Bullying and Retaliation

To support efforts to respond promptly and effectively to bullying and retaliation, the Collaborative 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.

Reporting

Reports of bullying or retaliation may be made by staff, students, parents, or others, and may be oral or written. Oral reports made by or to a staff member must be recorded in writing. All employees are 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 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 Collaborative Bullying Prevention and Intervention Incident Reporting Form.

Use of the Collaborative 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 Bullying Report Form in the beginning of the year packets for students and parents (See Appendix B);
2. Make it available in each Collaborative 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, the Collaborative will provide the school community, including administrators, staff, students, and parents, 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.

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 support and discipline.

Reporting by Students, Parents, and Others: The school system expects students, parents, 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, 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.

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 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.

Obligations to Notify Others

Notice to parents or guardians: Upon determining that bullying or retaliation has occurred, the principal or his/her designee will promptly notify the parents 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 homeland 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.

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.

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 49.06 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 this policy, consult with local law enforcement and other individuals the principal or his/her designee deems appropriate.

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, 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.

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/Director or his/her designee will take 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 determine what remedial action is required, if any, and 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, 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 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/Director or his/her designee cannot report specific information to the target's parent 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.

Responses to Bullying

The 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.

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 school or district 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 school's/district'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 nonacademic positive behavioral supports to help students understand pro-social ways to achieve their goals;
- Meeting with parents 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.

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 this Collaborative Bullying Prevention and Intervention Plan.

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 this Handbook.

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.

Collaboration with Families

The Collaborative Bullying Prevention and Intervention Plan includes strategies to engage and collaborate with students' families in order to increase the capacity of each Collaborative program to prevent and respond to bullying. Resources for families and communication with them are essential aspects of effective collaboration. Provisions for informing parents

about the bullying prevention and intervention curricula used by the schools include:

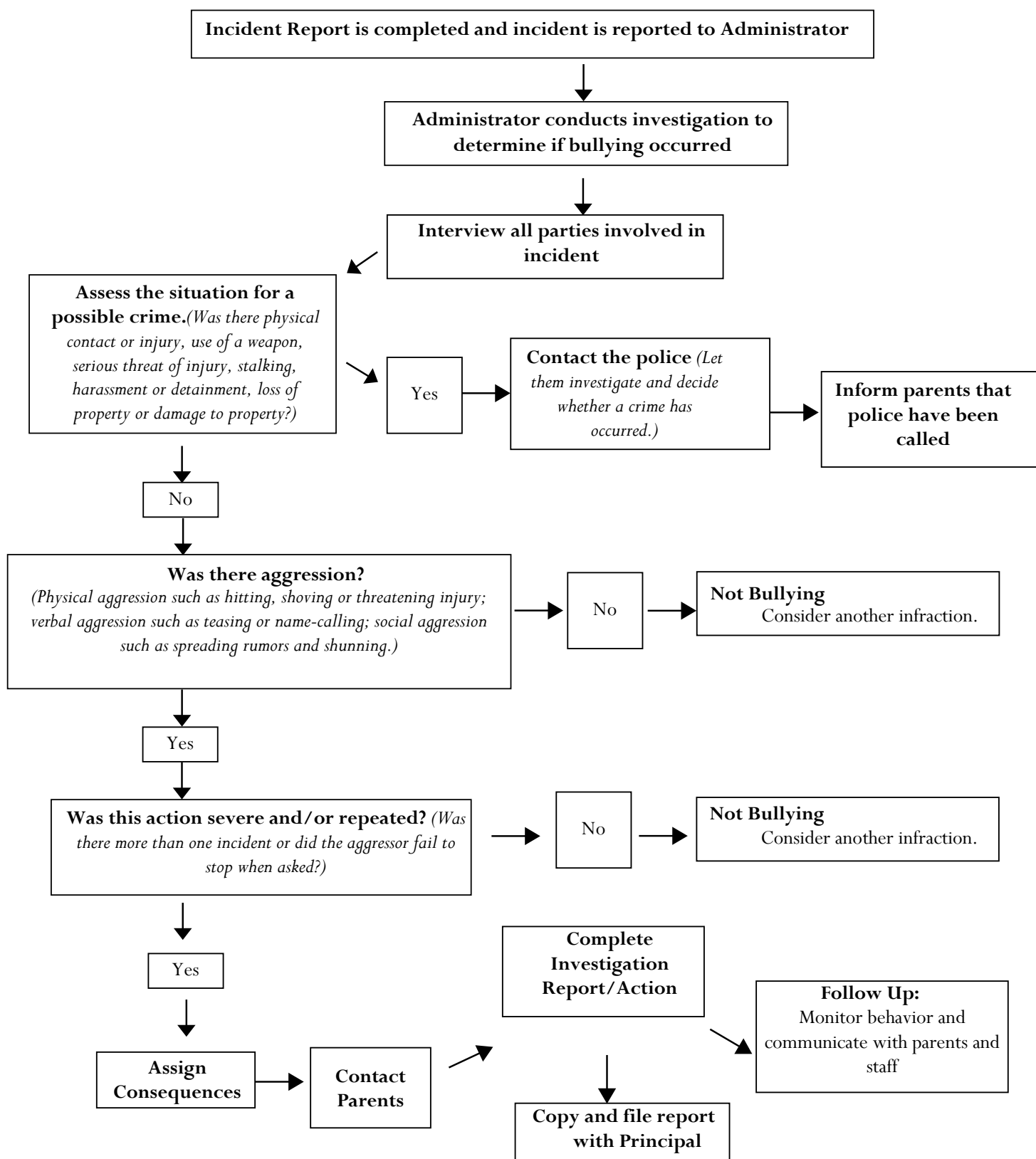
- 1) How parents can reinforce the curricula at home and support the school or district plan;
- 2) The dynamics of bullying, online safety and cyber bullying.
- 3) Parents will also be notified in writing each year about the student-related sections of the Collaborative Bullying Prevention and Intervention 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 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 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 the Collaborative Bullying Prevention and Intervention Plan and the Collaborative Internet Acceptable Use Policy. All notices and information made available to parents will be in hard copy and/or electronic formats.

Relationship to Other Laws

Consistent with state and federal laws, and the policies of the school or district, 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, age, disability, gender, gender identity, religion, national origin, or sexual orientation. Valley Collaborative is committed to maintaining a work and learning environment free from discrimination on the basis of race, color, religion, national origin, pregnancy, sex, gender identity, sexual orientation, marital/civil union status, ancestry, place of birth, age, citizenship status, veteran status, political affiliation, genetic information, disability, limited English speaking ability, or homelessness, as defined by state and federal laws. Nothing in the Collaborative Bullying Prevention and Intervention Plan prevents the 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 school or district policies. In addition, nothing in the Collaborative Bullying Prevention and Intervention Plan is designed or intended to limit the authority of the school or district to take disciplinary action or other action under M.G.L. c. 71, §§ 37H or 37H½, or 37H¾ or 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.

Collaborative Bullying Response Flow Chart

COMPLAINTS

Students and parents are encouraged to communicate any concerns or questions they may have about their education, care, or possible violations of student rights (including discrimination or violation of a student's civil rights). They are welcome to communicate their concerns through the use of communication books, telephone calls, site visits and meetings. They are free to express their concerns at any time to many different staff such as classroom teachers, principals, or the Executive Director. In the event that they do not feel their concerns are being addressed adequately, they are encouraged to initiate a formal grievance process as follows:

- Request, in writing, a conference with relevant principal to make their concerns known.
- Within one week following the conference, principal will follow-up with a response to the student or parent concerns in writing, including any reasons for the decision made. If the decision supports the student or parent concerns, the principal will promptly put the decision into effect.
- The principal will notify and keep the Executive Director informed of the complaint throughout the process. The Executive Director may be directly involved in the complaint resolution process at the request of the principal.
- In the event that of a disagreement with any part of the decision made by the principal, they may in writing appeal the decision to and request a meeting with the Executive Director. The Executive Director will follow-up with a response addressing the concerns in writing, including any reasons for the decision made. If the decision supports the concerns, the Executive Director will promptly put the decision into effect.
- If the grievant is still unsatisfied with the decision, they should contact the Director of Special Education of their sending district and express their concerns in writing.
- In the event of an unsatisfactory resolution, the Executive Director will contact the Director of Special Education of the LEA and inform him/her of the impasse with the student or parent. The Executive Director will work with the Director of Special Education to address the concerns satisfactorily and in the best interest of the student.
- Nothing in this policy is to prevent a parent from exercising his/her right under the Options for Dispute Resolution (Section 28.08) of Massachusetts Special Education regulations

MEDICAL POLICY

The Collaborative maintains a nursing staff to promote the health and safety of its students, intervene with actual and potential health and behavioral issues, manage complex medical issues and provide case management services. A school nurse makes the decision if a student is to be sent home for medical reasons. All students must have a current physical and up-to-date immunization records and parent consents on file. Every school year, parents will be provided with a Student Health Packet containing relevant forms to be completed to ensure that the Collaborative has updated medical emergency contact information, medication information, and all other information relevant to the student's health, including parental authorizations for treatment and/or the administration of medication. The Collaborative maintains a separate Health Services Manual with more detailed medical policies. Copies of the Health Services Manual are kept in the Collaborative nurse's office and are available for parents upon request.

Health Care Policies Overview**Communicable Disease**

POLICY: In order to prevent the spread of communicable, disease students with a diagnosed communicable disease will be advised to stay home for the following period of time as listed in the table below.

Dismissal from School due to Illness

POLICY: The school nurse may exclude a student from school for health reasons if the student:

- Has returned from a hospital admission within the past 24 hours. This does not include routine tests or minor injuries. The student will remain at home for observation for the first 24 hours.
- Has a temperature of 100.5 degrees tympanic (by ear). Temperature must be 98.6 for a full 24 hours prior to returning to school. The exception is a child with a hypothalamic problem (temperature regulation problem) and is symptom free. Each case will be discussed individually.
- Has an infectious disease (Strep Throat/Pneumonia, etc.) and has not been on antibiotic therapy for 24 hours or as designated by MD.
- Eye drainage yellow/green in color with pink or red eyes, eyelids, etc.
- Any undiagnosed rash.
- Has a culture(s) pending (exceptions can be made at the discretion of the nurse).
- Is on respiratory precautions, cough/cold or has a significant change in respiratory secretions (green/yellow nasal drainage).
- Has Chicken Pox/Shingles, with active, draining rash (rash must be dry, non-weeping, and shingles must be covered). Students may attend school with poison ivy as it is not contagious. It should be washed thoroughly and covered.
- Is experiencing significant increase in seizures or seizure like activity (requires note from M.D. stating seizures stable).
- Has had persistent vomiting and diarrhea; must be symptom free for 24 hours before returning to school.
- Has a condition requiring immediate medical intervention, i.e., emergency dental care, sutures, bone setting, or pending a medical diagnosis for any condition.
- Has a condition that requires on-going supervision, which cannot be supervised in the school setting.
- Is very sleepy or is experiencing excessive bleeding after a dental visit.
- Has untreated Pediculosis, Scabies or body lice.
- Poses a significant health risk to others in the normal course of school activities.

Significant health risk is defined by:

- Any student is in the infectious stage of a serious airborne transmitted disease (T.B., Viral Pneumonia, Influenza, etc.).
- Students who are unable to hygienically manage their bowel and bladder functions and/or are in the infectious stage of an oral/fecal transmitted disease. Such diseases are, but are not limited to, Hepatitis A, Clostridium Difficile (c-diff), gastro-intestinal viruses (Salmonella, Shigella, Rotavirus) and parasites (Pinworms, Girdiasis.) and has not completed treatment.

- Students who have a disease which may be transmitted by body fluids, and have open lesions and whose developmental level makes it difficult for them to refrain from touching lesions and others, therefore, spreading the underlying infection to others. Such diseases are, but not limited to, Herpes, Impetigo, Hepatitis B virus, Staph Aureus, Beta Hemolytic Strep, and Conjunctivitis.

Hospital Re-Entry Policy

POLICY: To ensure the health and safety of every student re-entering one of Valley Collaborative programs following a psychiatric or medical hospitalization, the Collaborative has adopted the following policy. Any student who has required a psychiatric evaluation, an emergency room visit, or has been placed in inpatient hospitalization will be re-admitted to their respective program upon collaboration with their treatment planning team.

- I. Discharge Instructions
 - a. The student can return to school with the receipt of a signed discharge summary and medical clearance from the hospital/clinician providing treatment.
 - b. This summary will ensure that the most recent and credible information regarding treatment goals and restrictions are relayed back to the Collaborative treatment team and allow for a smooth transition back to school.
 - c. The plan should include, in writing, any changes in medications, any safety plans, medical procedures, and any follow-up plans with clinicians, therapists, and any other treatment providers.
 - d. When this policy is followed, the Collaborative can also ensure that the student will be safe upon their return and provisions are in place should they decompensate once back in the school setting.

Medications in School

POLICY: It is the policy of Valley Collaborative to have procedures in place for the safe and proper administration of prescription medications to students attending the Collaborative and for addressing the issues relating to the management of life-threatening food allergies in the school settings. The school nurse, who is an employee of the Collaborative, is designated as the supervisor of the medication administration program.

- I. Medication Orders/Parental Consent
 - a. The school nurse shall ensure that there is a proper medication order from a licensed prescriber, which is renewed yearly. Whenever possible, the medication order shall be obtained before the student enters or reenters the school.
 - b. Parents/Guardians must provide the following:
 - i. Written order from the prescriber, including diagnosis, medication name, dosage, side effects, and frequency of administration.
 - ii. Parental signature authorizing the nurse to administer the medication
 - iii. Medication should be delivered to the school nurse by parent/guardian, or responsible adult or alternative arrangements can be made by contacting the program nurse.
 - iv. No more than a thirty (30) school day supply of the medication for a student shall be stored at the school.
 - v. Please call your school nurse for proper forms.

Preventative Health Care

POLICY: Students must be healthy to learn. The collaborative is committed to the health and well-being of its students. The plan for preventative health care of students includes, but is not limited to the following:

- I. Physical Exams
 - a. Documentation, from a licensed physician, of a complete physical examination not more than 6 months prior to admission for is required for every new student.
 - b. In the event of emergency placement, provisions for a complete examination of the student must be made within 30 days of admission.
 - c. Current students are required to have a physical exam every 3-4 years.
 - d. Each student is eligible to receive an annual comprehensive medical and dental examination through his/her own sending school district or local board of health.
 - e. A copy of the results should be provided to the school by the parent or sending school district.
- II. Immunizations
 - a. In accordance with state regulations (105 CMR 220.700), requires students entering an educational facility, as new student, to meet the minimum requirements for immunization.
 - b. Students will be denied entry in to programs until a completed Immunization Record is on file in the nursing office, upon presentation of written documentation that the student meets the standards for medical or religious exemption set forth in M.G.L. c. 76, § 15, or upon presentation of laboratory evidence of immunity.
- III. Mandated Screenings
 - a. Screenings are conducted per Department of Public Health guidelines for vision, postural, and body mass index.
 - b. Elementary Age students must have proof of lead screening.
 - c. Parents/sending school should provide the school with a copy of such screening results if screenings have been performed outside of school. Parents will be notified prior to administration of screenings.

Vaccination

POLICY: In accordance with state regulations (105 CMR 220.700), requires students entering an educational facility, as new student, meet the minimum requirements for immunization. Students will be denied entry in to Valley Collaborative programs until a completed Vaccination form is on file in the nursing office, upon presentation of written documentation that the student meets the standards for medical or religious exemption set forth in M.G.L. c. 76, § 15, or upon presentation of laboratory evidence of immunity.

Policy on Drug and Alcohol Abuse

Commonwealth of Massachusetts: Substance Use Prevention and Abuse Education Law Chapter 71, Sections 96 and 97.

Massachusetts law requires each public school to have a policy regarding substance use prevention and the education of its students about the dangers of substance abuse. Valley Collaborative's Substance Use and Abuse Prevention and Education Plan seeks to promote and maintain a safe and drug-free learning environment for all students and staff. The use of alcohol, marijuana, illegal drugs, or other illegal or controlled substances interferes with the learning, growth and well-

being of students, families and the entire Collaborative community. The possession, use, manufacture, distribution, sale, possession, intent to sell, or dispensation of alcohol, marijuana, illegal drugs, or other illegal or controlled substances of any kind is strictly prohibited. Such substances do not have a place in an educational environment and will not be tolerated on Collaborative property or at any Collaborative-sponsored event.

Illicit drugs include, but are not limited to:

- Controlled substances as defined in Massachusetts General Laws, Chapter 94C (e.g. cocaine, heroin, marijuana, LSD, steroids)
- The misuse of prescription or over-the-counter drugs
- Products misused for the purpose of mind-altering effects (e.g. aerosols, solvents).

Students are strictly prohibited from having alcohol, marijuana, illicit drugs and/or controlled substances in their system during school hours, on Collaborative property or at any Collaborative-sponsored event.

Prohibited activities include, but are not limited to:

- Using or being under the influence
- Possession
- Attempting to purchase
- Intending or attempting to sell/distribute
- Selling or distributing
- Possession of drug paraphernalia.

Additionally, students who know they are in the company of any individual using or selling illicit drugs or alcohol and who do not remove themselves from that situation also may be subject to discipline. As explained further within this Handbook, students and individuals who violate this policy will be subject to disciplinary action up to and including expulsion.

The Collaborative recognizes that close cooperation between school authorities, parents and law enforcement officials is essential if the problem of drug and alcohol abuse is to be addressed adequately. Education and prevention must remain the first priority and the Collaborative will maintain its efforts to provide meaningful programs of drug and alcohol education in whatever way the Collaborative deems appropriate. But where prevention fails, the Collaborative will fully cooperate with local law enforcement officials to address violations of the law and this policy, including without limitation a situation whereby a student or individual is found under the influence, in possession of or selling a controlled substance.

In addition to, or as part of, the disciplinary response to such abuses, prevention and intervention services will be offered to Collaborative students and families to support the Collaborative's goal of a safe and drug free environment.

In a case where a student self-discloses or seeks help regarding an alcohol or other drug use problem, which is not in current violation of Collaborative policy, no disciplinary action will be taken. However, because the use of alcohol and/or drugs by students at any time creates potential problems, a range of supportive services will be offered based on the best interest of the student and Collaborative community. The student support program is designed to provide a wide range of services for students dealing with alcohol and other drug-related problems. A multi-disciplinary student support team -- made up of the student's Team, including his/her principal, parent, classroom teacher, clinical and support services staff, or any other persons determined appropriate by the Collaborative or invited by the parent (or any

combination thereof) -- may carry out the appropriate activities of the program at each school.

Verbal Screening Tools

In keeping with the expressed goal of the Collaborative to have all school activities remain free and safe from alcohol and drug use, and in compliance with Massachusetts General Laws Chapter 71, Sections 96 and 97, the Collaborative shall utilize a verbal screening tool to screen students for substance abuse disorders. Screenings shall occur annually at two different grade levels. The Collaborative shall use the CRAFFT Screening Tool, which consists of a series of questions developed to screen adolescent students for high risk alcohol and other drug use disorders simultaneously. Any statement, response or disclosure made by a student during the screening shall be considered confidential information and shall not be disclosed by a person receiving the statement, response or disclosure to any other person without the prior written consent of the student or parent, except in cases of immediate medical emergency or where disclosure is otherwise required by law. Screening results shall be reported to the Massachusetts Department of Public Health, but no record, statement, response or disclosure shall be made in any form, (written, electronic or otherwise), that includes information identifying an individual student. A student or parent may opt out of the screening by written notification to the Collaborative at any time prior to or during the screening.

STUDENT POLICIES

STUDENT RECORDS

The Family Educational Rights and Privacy Act

The Family Educational Rights and Privacy Act and M.G.L. c. 71, § 34H provide rights relative to student educational records. This Student Record Policy includes the rights of parents/guardians (or students) to:

- 1) Inspect and review his/her child's educational records.
- 2) Make copies of these records.
- 3) Receive a list of the individuals having access to those records.
- 4) Ask for an explanation of any item in the records.
- 5) Ask for an amendment to any report on the grounds it is inaccurate, misleading, or violates the child's rights.
- 6) Request a hearing on the issue if the program refuses to make the amendment.

Notification

The Collaborative Student Record Policy is distributed to students and their parents through this Handbook. The Commonwealth of Massachusetts regulation (603 CMR 23.00) regarding student records is available for review at all Collaborative programs.

Privacy and Security of Student Records

In accordance with federal and state requirements, the Collaborative protects the confidentiality of any personally identifiable information that it collects, uses or maintains. The Collaborative maintains and provides access to student records in accordance with federal and state requirements.

The Collaborative has designated a trained keeper of the records, who is responsible for the privacy and security of all student records. The keeper of records ensures that student records are kept physically secure, that authorized school personnel are informed of the provision of federal and state law pertaining to student records and the Student Records Policies of the Collaborative, and are educated as to the importance of information privacy and confidentiality; and that

any computerized systems are electronically secure.

Application of Rights

603 CMR 23.00 ensures parents' and students' rights of confidentiality, inspection, amendment, and destruction of student records. These rights, set forth in 603 CMR 23.00, apply to the student under the following circumstances:

1. Upon reaching 14 years of age or upon entering the ninth grade, whichever comes first. If a student is under the age of 14 and has not yet entered the ninth grade, these rights shall belong to the student's parent.
2. If a student is from 14 through 17 years of age or has entered the ninth grade, both the student and his/her parents, or either acting alone, shall exercise these rights.
3. If a student is 18 years of age or older, he/she shall exercise these rights, subject to the following:
 - The parent may continue to exercise the rights until expressly limited by such student.
 - The student may limit the rights which extend to his/her parent (except the right to inspect the student record) by making a request in writing to the principal or his/her designee or the Executive Director who will honor the request and retain a copy of it in the student record.
 - The parent of a student may inspect the student record regardless of the student's age.
4. The staff of the program and the parents may extend these rights to students under the age of 14 or to students who have not yet entered the ninth grade.

Student Record

The student record will consist of and be defined by the following:

1. The transcript, which contains administrative records that constitute the minimum data necessary to reflect the student's educational progress and to operate the educational system. This data shall be limited to:
 - Student name, address, and phone number
 - Date of birth
 - Parent name, address, and phone number
 - Course titles
 - Grades (or equivalent when grades are not applicable)
 - Course credit
 - Grade level completed
 - Year completed
2. The temporary record, which consists of all the information in the student record which is not contained in the transcript and which is clearly of importance to the educational process. Such information may include: standardized test results, class rank (when applicable), extracurricular activities, IEPs, and evaluations of teachers, counselors, and other school staff.
3. The student record, which consists of both the transcript and the temporary record, including all information recorded and computer tapes, microfilm, microfiche, or any other materials and is to be

labeled with the student's name, at a minimum.

Personal Files of Collaborative Employees

Student records do not include notes, memory aids and other similar information that is maintained in the personal files of a program employee. This information is not accessible or revealed to authorized school personnel or any third party, but may be shared with the student, parent or a temporary substitute of the maker of the record. If the personal files of an employee are released to authorized school personnel, it will then become part of the student record.

Collection of Data

Collection of student record data will be handled by the following procedures:

1. All information and data contained in or added to the student record shall only pertain to the educational needs of the student.
2. Information and data that is added to the temporary record will include:
 - Name, signature, and position of the person who is the source of the information.
 - The date of entry into the record.
3. Standardized group test results that are added to the temporary record only need to include:
 - Name of the test and/or publisher
 - Date of testing.

Access to Student Records

1. Access of Authorized School Personnel - The following school personnel are authorized to access student records:
 - School administrators
 - Teachers
 - Counselors
 - Direct service personnel
 - Administrative office staff
 - Clerical personnel
 - Evaluation team which evaluates a student
2. Authorized school personnel are permitted access to the student records of the students to whom they are providing services in order to perform their official duties. The consent of the eligible student or the parent is not necessary.
3. The Log of Access – A log of access is to be kept as part of each student's record. If parts of the student record are separately located, a separate log will be kept with each part. The log is to indicate all persons who have obtained access to the student record stating:
 - The name, position and signature of the person releasing the information
 - The name, position and, if a third party, the affiliation if any, of the person who is to receive the information
 - The date of access
 - The parts of the record to which the access was obtained

- Purpose of access
4. Unless student record information is to be deleted or released, this log requirement shall not apply to: Authorized school personnel who inspect the student record
 - Administrative office staff and clerical personnel who add information to or need to obtain access to the student record
 - School nurses who inspect the student health record
 5. Access of Eligible Students and Parents – The eligible student or parent shall have access to the student record. Access is to be granted within two (2) consecutive days of the initial request, unless the requesting party agrees to a delay. Upon the request for access, the entire student record regardless of location of its parts will be made available.
 - Upon request, copies of any information contained in the student record will be provided to the eligible student or the parent.
 - Any student, regardless of age, may request and will receive a copy of his/her transcript.
 - The eligible student or the parent may request to meet with qualified school personnel to have any of the contents of the student record interpreted.
 - The eligible student or the parent may grant a third party access to the student record with written authorization.
 6. Access of Third Parties – No third party shall have access to information in or from a student record without the specific, informed written consent of the eligible student or the parent. When granting consent, the eligible student and parent must designate which parts of the student record shall be released to the third party. The eligible student or parent will retain a copy of the consent, and the original will be placed in the temporary record. Access to the student record is only to be granted to a third party if they consent not to share the information with any other third party without the written consent of the eligible student or parent. The following exceptions apply:
 - Upon receipt of a court order or lawfully issued subpoena the program shall comply, but will make every effort to notify the eligible student or parent of the order or subpoena in advance of compliance.
 - Upon receipt of request from the Department of Children and Families, a probation officer, a justice of any court, or the Department of Children and Families
 - Federal, state and local education officials, and their authorized agents shall be permitted access to student records in connection with the audit, evaluation or enforcement of federal and state education laws, or programs. When the collection of personally identifiable information is specifically authorized by law, the data collected is to be protected so that parties other than these officials cannot identify the students and their parents. Personally identifiable data obtained must be destroyed when no longer needed for this purpose.
 - The Collaborative staff may disclose information regarding a student to appropriate parties in connection with a health or safety emergency if knowledge of the information is necessary to protect the health or safety of the student or other individuals, which may include the local police department and the Department of Children and Families.
 - Upon notification by law enforcement authorities of a missing child, either current or former,

a mark shall be placed in the student record. The school shall report any request concerning the student records of the missing child to the appropriate law enforcement authorities.

- Authorized school personnel of a school that a student seeks or intends to attend may have access.
 - School health and local and state health department personnel may have access to student health records when access is required for the performance of their official duties.
7. Access Procedures for Non-Custodial Parents - a non-custodial parent may have access to the student record in accordance with the following provisions. (A non-custodial parent is defined as any parent who by court order does not have physical custody of the student.)
- A non-custodial parent is eligible to obtain access to the student record unless:
 - i. The parent has been denied legal custody based on a threat to the safety of the student or to the custodial parent, or
 - ii. The parent has been denied visitation or has been ordered to supervised visitation, or
 - iii. The parent's access to the student or to the custodial parent has been restricted by a temporary or permanent protective order, unless the protective order (or any subsequent order modifying the protective order) specifically allows access to the information contained in the student record.
 - In order to obtain access, the non-custodial parent must submit a written request for the student record to the principal or his/her designee annually. The initial request must include the following:
 - i. A certified copy of the court order or judgment relative to the custody of the student that either indicates that the requesting parent is eligible to receive access or a certified copy of a court order specifically ordering that the student records be made available to the non-custodial parent, and
 - ii. An affidavit from the non-custodial parent that said court order or judgment remains in effect and that there is no temporary or permanent order restricting access to the custodial parent or any child in the custodial parent's custody.
 - The non-custodial parent must submit a written request for access each year stating that said parent continues to be entitled to unsupervised visitation with the student and is eligible to obtain access.
 - Upon receipt of the request (initial and annual) the school must immediately notify the custodial parent by certified and first-class mail, in English and the primary language of the custodial parent, that it will provide the non-custodial parent with access after 21 days, unless the custodial parent provides the principal or his/her designee or the Executive Director with documentation that non-custodial parent is not eligible to obtain access.
 - The school must delete the address and telephone number of the student and custodial parent from student records provided to non-custodial parents. In addition, such records must be marked to indicate that they shall not be used to enroll the student in another school.
 - Upon receipt of a court order, which prohibits the distribution of information (M.G.L. c. 71, § 34H), the school shall notify the non-custodial parent that it shall cease to provide access to the student record to the non-custodial parent.

Amending Student Records

1. The eligible student or parent has the right to add information, comments, data or any other relevant

written material to the student record.

2. The eligible student or parent shall have right to request in writing deletion or amendment of any information contained in the student record, except for information inserted into the student record by the Evaluation Team. This request may be accepted after the acceptance of an IEP. If the IEP is rejected, the request may be accepted following the completion of the special education appeal process.
3. Any deletion or amendment of the student record will be done in accordance with the following:
 - If in the opinion of the eligible student or parent, adding information to the student record is not sufficient to explain, clarify or correct objectionable material, they have the right to present their objection in writing and to request in writing to have a conference with the principal or his/her designee to make their objections known.
 - Within one week of receipt of the objection or following the conference, the principal or his/her designee will render his/her decision in writing, stating the reasons for the decision. If the decision is in favor of the eligible student or parent, the principal or his/her designee will promptly put the decision into effect.
5. In the event that the eligible student or parent should disagree with any part of the decision made by the principal or his/her designee, they may appeal the decision and/or request a meeting in writing with the Executive Director. The Executive Director must respond in writing within two weeks of receipt of the appeal and will promptly see that his decision is put into effect.
6. If the eligible student or parent is still unsatisfied with the decision, it is recommended that they then contact the Director of Special Education of their sending district and express their concerns in writing.

Destruction of Student Records

Destruction of student records will be handled as follows:

During the time a student is enrolled in a program of the Collaborative, the principal or his/her designee of that program shall periodically review and destroy misleading, outdated, or irrelevant information contained in the temporary record provided that the eligible student, his/her parent, and sending district are notified in writing and are given opportunity to receive the information or a copy of it prior to its' destruction. A copy of the notice shall be placed in the temporary record.

Student Records for Students No Longer Enrolled

The principal or his/her designee will forward the Student Records of all students upon graduation or termination of enrollment to the appropriate LEA.

RIGHTS AND RESPONSIBILITIES OF STUDENTS AND PARENTS

Rights of Students

It is impossible to list all students' rights. The following is a non-exhaustive list of student rights which shall not be construed to deny or limit other rights retained by students, in their capacity as members of a school, or as citizens.

Students have the right to:

- Participate fully in classroom instruction and extracurricular activities regardless of race, color,

age, disability, gender, religion, national origin, or sexual orientation.

- A meaningful education that will be of value to them for the rest of their lives.
- Maintenance of high educational standards and the development of maximum potential.
- A meaningful curriculum and the right to voice their opinions in the development of such a curriculum.
- Physical safety and protection of personal property.
- Safe buildings, sanitary facilities, and available drinkable water. Students have the right to use school supplies and facilities and work in a clean, organized environment.
- Receive respect from teachers and administrators, which would exclude their being subjected to cruel and unusual punishments, especially those which are demeaning or derogatory, or which diminish their self-esteem.
- Consult with teachers, counselors, and administrators, and anyone else connected with their program if they so desire at appropriate times.
- Express their opinions and feelings.
- Freedom of expression provided that they do not cause any disruption or disorder within the school. Freedom of expression shall include without limitation, the rights and responsibilities of students, collectively and individually (a) to express their views through speech and symbols; (b) to write, publish and disseminate their views; and (c) to assemble peaceably on school property for the purpose of expressing their opinions. Any assembly planned by students during regularly scheduled school hours shall be held only at a time and place approved in advance by the Program Manager/Director or his/her designee. No expression made by the students in the exercise of these rights shall be an expression of school policy and no school officials shall be held responsible for any civil or criminal action for any expression made or published by the students.
- Personal dress and appearance as long as they do not violate reasonable standards of health, safety and cleanliness or disrupt the learning environment of others.
- The protections provided by state and federal special education concerning disciplinary actions resulting from manifestations of disabilities.
- Present petitions, complaints, or grievances to appropriate school authorities regarding disciplinary and other school-related issues except where this Handbook provides for formal right of appeal.
- Personal privacy, including the right to determine their own appearance and select their own style of hair and clothing, subject to reasonable rules necessary for health and safety.
- Not to be suspended, expelled, or otherwise disciplined or discriminated against on account of marriage, pregnancy, and parenthood or for conduct, which is not connected with any school-sponsored activities.
- Pregnant students will be permitted to continue in school in all instances when continued attendance has the sanction of the expectant mother's physician. The physician's approval must be on file at the school. The student and the physician, in cooperation with the school staff, will develop an appropriate educational plan if it is agreed she should no longer attend school regularly.

Responsibilities of Students

Responsibilities are not a substitute for rules which are included in the Code of Conduct as described below in this Handbook. However, while it is not possible to list all student responsibilities, students who consistently behave in accordance with the following list of broad responsibilities will be in compliance with the rules of the Code of Conduct.

Students have the responsibility to:

- Respect the rights of all persons involved in the educational process.
- Respect the authority of school staff.
- Respect the diversity of staff and students in the Collaborative with regard to race, color, ethnicity, national origin, religion, sex, marriage, pregnancy, parenthood, sexual orientation, primary language, handicap, special needs, age, and economic class.
- Contribute to the maintenance of a safe and positive educational environment.
- Apply their abilities and interests to the improvement of their education.
- Exercise the highest degree of self-discipline in observing and adhering to rules and regulations.
- Recognize that responsibility is inherent in the exercise of every right.

Responsibilities of Parents

Parents have the responsibility to:

- Share the responsibility for the behavior of their child in school, at school-sponsored activities, and on the way to and from school.
- Prepare the child to assume responsibility for attending school, and for his or her own behavior.
- Foster in the child positive attitudes toward himself or herself, others, school, and the community.
- Communicate with school personnel about the child.
- Attend individual or group conferences.
- Recognize that the school staff has the right to enforce the policies, rules, and regulations of the Collaborative.
- Behave in a civil and non-disruptive manner when visiting the school.
- Assure that their child brings to school only those things that are appropriate in a school setting.

STUDENT CODE OF CONDUCT

Nondiscrimination, Civil Rights, and How to File a Grievance

In accordance with M.G.L. c. 76, s. 5, the Collaborative is committed to maintaining an educational environment where bigotry and intolerance, including discrimination on the basis of race, color, religion, national origin, pregnancy, sex, gender identity, sexual orientation, marital/civil union status, ancestry, place of birth, age, citizenship status, veteran status, political affiliation, genetic information, disability, limited English speaking ability, or homelessness, as defined by state and federal laws have no place; and where any form of coercion or harassment that insults the dignity of others and creates an intimidating, threatening, or abusive educational environment is unacceptable. The Collaborative will not tolerate discrimination or the infringement of another's civil rights. This policy shall apply to conduct that occurs on Collaborative or school grounds, at school or Collaborative related activities, or traveling to or from school Collaborative related activities.

Prohibited Conduct

Conduct prohibited under this policy includes, but is not limited to:

- 1) **Bias Motivated Conduct**: Any act, including conduct or speech, directed at or which occurs to a

person or property because of actual or perceived race, color, national origin, ethnicity, religion, sex, gender identity, sexual orientation, disability, or age.

- 2) Discrimination: The unequal treatment of others based on race, color, religion, national origin, pregnancy, sex, gender identity, sexual orientation, marital/civil union status, ancestry, place of birth, age, citizenship status, veteran status, political affiliation, genetic information, disability, limited English speaking ability, or homelessness, as defined by state and federal laws.
- 3) Harassment: Unwelcome, verbal, written or physical conduct targeting specific person(s), which is sufficiently severe, persistent, or pervasive to create an intimidating, hostile, humiliating, or offensive school environment, or substantially interfere with the progress of a student's education.
- 4) Sexual Harassment:
 - A school employee conditioning an educational benefit or service upon a person's participation in unwelcome sexual conduct (often called "quid pro quo" harassment);
 - Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the school's education program or activity; or
 - Sexual assault, dating violence, domestic violence, or stalking (as those offenses are defined in the Clery Act, 20 U.S.C. § 1092(f), and the Violence Against Women Act, 34 U.S.C. § 12291(a)).
- 5) Hate Crimes: Criminal acts to which recognized types of bias motives are an evident contributing factor. Criminal bias-motivated conduct entails, at a minimum, threats. Criminal conduct includes acts putting someone in fear of immediate physical harm (assaults), and actual physical violence (assault and battery), and grows most serious if a victim suffers any bodily injury. Repeated threatening or menacing actions like following someone can amount to the crime of stalking.
- 6) Hostile Environment: Subjecting another student to threats, intimidation, or coercion that is/are sufficiently severe, persistent, or pervasive so as to interfere with or limit a student's ability to participate in or benefit from the Collaborative's programs or activities or place the student in reasonable fear for his or her safety. Whether a school environment has become hostile must be evaluated based on the totality of the circumstances. A hostile environment does not necessarily entail that a student exhibits quantifiable harm, such as a drop in grades.
- 7) Stalking: Intentional conduct involving two or more acts directed at a specific person, which would cause an average person substantial distress, where the perpetrator has made threats causing the targeted person fear of death or injury.
- 8) Retaliation: Retaliating in any way against another student for complaining of conduct prohibited under this policy.
- 9) Bullying: See Collaborative Bullying Prevention Plan contained in this Handbook.

- 10) Hazing: Conduct or any method of initiation into any student organization (official or unofficial), whether on public or private property, which willfully or recklessly endangers the physical or mental health of any student or person. Hazing is a crime in Massachusetts. See the anti-hazing section of this Handbook for more information.

Commitment to Prevention and Investigation

The Collaborative is committed to the prevention and accurate reporting of all incidents of civil rights violations such that all students and staff can enjoy a safe, non-threatening educational and working environment. Program administrators will thoroughly investigate all instances of violation and take disciplinary appropriate disciplinary action in accordance with this Handbook, as well as report such instances to law enforcement agencies where appropriate.

Collaborative staff must intervene in all civil rights violations and instances of harassment whenever witnessed, reported or suspected. The Executive Director and the applicable principal will be notified immediately whenever civil rights violations are in question, and Collaborative staff will move quickly in preventing a recurrence of any civil rights violation or incidence of harassment.

Procedures for Responding to and Investigating Incidents of Discrimination (See Title IX Procedures for Responding to and Investigating Allegations of Sexual Harassment)

I. WHERE TO FILE A COMPLAINT

Any Valley Collaborative student, employee, or third party who believes that a Valley Collaborative student, employee, or third party has discriminated against or harassed them because of their race, color, national origin, sex, disability, or age in admission to, access to, treatment in, or employment in its services, programs, or activities may file a complaint with the Kari Morrin, Director of Human Resources, Title IX and 504 Coordinator, 25 Linnell Circle, Billerica, MA 01821, 978-528-7863, kmorrin@valleycollaborative.org who will serve as the grievance officer in such matters.

II. CONTENTS OF COMPLAINTS AND TIMELINES FOR FILING

Complaints under this procedure should generally be filed within twenty (20) days of the alleged discrimination or harassment. Complaints may be submitted orally or in writing. The complainant may select another person to help with the filing of the complaint. Any responsible employee who receives an oral complaint will memorialize the allegations in writing and forward the written allegations to the Kari Morrin, Director of Human Resources, Title IX and 504 Coordinator, 25 Linnell Circle, Billerica, MA 01821, 978-528-7863, kmorrin@valleycollaborative.org or designee by the following school day. The written complaint should include the following information:

1. The name and grade level (or address and telephone number if not a student or employee) of the complainant;
2. The name (and address and telephone number if not a student or employee) of the complainant's representative, if any;
3. The name(s) of the person(s) alleged to have committed or caused the discriminatory or harassing action, or event (respondent);
4. A description, in as much detail as possible, of the alleged discrimination or harassment;
5. The date(s), time(s), and location(s) of the alleged discrimination or harassment;
6. The names of all persons who have knowledge about the alleged discrimination or harassment (witnesses) as can be reasonably determined; and
7. A description, in as much detail as possible, of how the complainant wishes to see the matter resolved.

III. INVESTIGATIONS AND RESOLUTION OF THE COMPLAINT

Complaints will be investigated promptly and resolved as quickly as possible. (Any person who alleges discrimination on the basis of a disability relative to the identification, evaluation, or educational placement of a person, who because of a disability is believed to need special instruction or related services, pursuant to Section 504 of the Rehabilitation Act of 1973, Massachusetts General Law chapter 71B, and/or the Individuals with Disabilities Education Act, may use the procedure outlined in the Massachusetts Department of Elementary and Secondary Education's Parents' Rights Brochure, rather than this procedure. Information on this alternative process may be obtained from Kari Morrin, Director of Human Resources, Title IX and 504 Coordinator, 25 Linnell Circle, Billerica, MA 01821, 978-528-7863, kmorrin@valleycollaborative.org. Respondents will be informed of the charges as soon as the grievance officer deems appropriate based upon the nature of the allegations, the investigation required, and the action contemplated, and in no case later than fifteen (15) school days following receipt of the complaint. The grievance officer will interview witnesses who are deemed to be necessary and appropriate to determine the facts relevant to the complaint, and will gather other pertinent information. Interviews of students will be conducted in such a way as to reflect the age and emotional condition of the student. The complainant(s) and respondent(s) shall have an equal opportunity to present witnesses and other evidence. Such interviews and gathering of information will be completed within fifteen (15) school days of the receipt of the complaint.

Within twenty (20) school days of receiving the complaint, the grievance officer will meet with the complainant and/or his/her representative and the respondent to review information gathered and, if appropriate, to propose a resolution designed to stop the discrimination or harassment, prevent its recurrence and to correct its effect.

Within ten (10) school days of meeting with the complainant and/or his/her representative and the respondent, the grievance officer will provide written disposition of the complaint to the complainant and/or his/her representative and to the respondent(s), including a statement regarding whether the complaint was found to be credible and whether discrimination was found to have occurred. Where the grievance officer finds that discrimination has occurred, Valley Collaborative will take steps that are reasonably calculated to end discrimination that has been found; prevent recurrence of any discrimination, and correct its discriminatory effects on the complainant and others, if appropriate. The grievance officer will contact the complainant within thirty (30) school days following conclusion of the investigation to assess whether there has been on-going discrimination or retaliation, and to determine whether additional supportive measures are needed. If the grievance officer determines that additional supportive measures are needed, he or she shall offer such measures to the complainant within thirty (30) school days following conclusion of the investigation.

Notwithstanding the above, it is understood that in the event a resolution contemplated by the grievance officer involves disciplinary action against an individual, the complainant will not be informed of such disciplinary action, unless it directly involves the complainant (e.g., a directive to "stay away" from the complainant, as might occur as a result of a complaint of harassment). Any disciplinary action imposed upon an individual will be subject to applicable procedural requirements. All the timelines indicated above will be implemented as specified, unless the nature of the investigation or exigent circumstances prevent such implementation in which case the matter will be completed as quickly as practicable. If the timelines specified above are not met, the reason(s) for not meeting them must be clearly documented.

Confidentiality of complainants/respondents and witnesses will be maintained, to the extent consistent with the obligations of the Valley Collaborative relating to the investigation of complaints and the due process rights of individuals affected.

IV. RETALIATION PROHIBITED

Retaliation against someone because he/she has filed a complaint under this procedure is strictly forbidden. Retaliation against someone who has participated in an investigation is strictly prohibited. Valley Collaborative will take appropriate steps as necessary to prevent retaliation. Acts of retaliation may result in disciplinary action, up to and including suspension or expulsion/discharge.

Upon request, the grievance officer will provide the complainant with the names and addresses of those state and federal agencies which handle discrimination and harassment matters.

Consequences for Civil Rights Violations

1. Non-disciplinary corrective actions: Some violations can be addressed with steps that do not necessitate disciplinary action. These steps usually lay within the discretion of the principal or his/her designee. Such instances may warrant counseling, diversity awareness training, separating offender and victim, parent conferences, and/or special school assignments.
2. Disciplinary Action: Disciplinary actions will be taken toward the goal of eliminating the offending conduct, preventing recurrence, and reestablishing a school environment conducive for the victim to learn. Violations of civil rights of students or staff may result in sanctions including suspension, emergency termination of enrollment, and expulsion for students and suspension, depending on the severity of the infraction.
3. Failure to Act by Administrators or Staff – All staff have a duty to act to stop witnessed civil rights violations, as safely as can be done, and report such instances to program administrators. Failure to do so may result in disciplinary action.

Commitment to Non-Retaliation

The Collaborative will deal seriously with any and all threats or acts of retaliation for the good faith filing of a complaint. Such action will result in disciplinary proceedings. Staff will monitor situations to ensure that no threats or acts of reprisal are made. Program administrators may use non-disciplinary procedures to prevent retaliation from occurring.

Referral to Law Enforcement Authorities

The Executive Director or designee has the responsibility of notifying the local police when they have reason to believe that a hate crime has been or is to be committed. This is mandatory for all hate crimes violations.

Documentation Requirements

- Record keeping –Records of all civil rights violations and hate crimes reported are maintained. Records will be compiled by school year. Record keeping will include particulars of the incident, response actions taken, results of the investigation and intervention.
- Monitoring and tracking to identify patterns – Records should be maintained and monitored to detect patterns in violations, repeat offenders, and locations for problems. Actions will be taken once patterns have been revealed.

Dissemination of Information and Training

- This policy will be available to staff, students and parents.
- Staff will receive training relevant to this policy annually during staff orientation.
- Students and parents will receive this policy annually and at time of admission to a Collaborative program.
- This policy will be reviewed annually for compliance with state and federal law.

Section 504 of the Rehabilitation Act

Section 504 of the Rehabilitation Act of 1973 prohibits discrimination against persons with a disability in any program receiving federal financial assistance, which includes the programs of the Collaborative. Complaints or concerns relating to discrimination or harassment on the basis of disability may be directed to the 504 Coordinator. The Collaborative's 504 Coordinator is:

Kari Morrin
Director of Human Resources, Title IX and 504 Coordinator
25 Linnell Circle
Billerica, MA 01821
978-528-7863
kmorrin@valleycollaborative.org

Title IX Notice and Procedures

Title IX of the Education Amendments of 1972 states:

No person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. 20 USC §1681.

Sexual harassment, including sexual violence, is unlawful sex discrimination. As required by Title IX and in compliance with Title IX, the Valley Collaborative does not discriminate on the basis of sex in its education programs or activities including in its admission or employment practices. Inquiries regarding the application of Title IX to the Valley Collaborative education program and activities are directed to the Title IX Coordinator.

The following conduct constitutes sexual harassment:

- A school employee conditioning an educational benefit or service upon a person's participation in unwelcome sexual conduct (often called "quid pro quo" harassment);
- Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the school's education program or activity; or
- Sexual assault, dating violence, domestic violence, or stalking (as those offenses are defined in the Clery Act, 20 U.S.C. § 1092(f), and the Violence Against Women Act, 34 U.S.C. § 12291(a)).

How to Report Sex Discrimination, including Sexual Harassment

Any person may report sex discrimination, including sexual harassment in person, by mail, by telephone, or by electronic mail, to the Title IX Coordinator, or by any other means that results in the Title IX Coordinator receiving the person's verbal or written report. Reports may be made at any time by using the telephone number or electronic mail address, or

by mail to the office address, listed for the Title IX Coordinator.

Kari Morrin
Director of Human Resources and Title IX Coordinator
25 Linnell Circle
Billerica, MA 01821
978-528-7863
kmorrin@valleycollaborative.org

How to File a Formal Complaint of Sexual Harassment

A complainant may file a formal complaint with the Title IX Coordinator by mail, email, telephone or in person. The Title IX Coordinator may also initiate a formal complaint.

Complainant means an individual who is alleged to be the victim of conduct that could constitute sexual harassment.

Respondent means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

Formal complaint means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that Valley Collaborative investigate the allegation.

How Valley Collaborative will respond.

The Title IX Coordinator will promptly contact the complainant to discuss the availability of supportive measures.

Supportive measures means non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent. Supportive measures are offered whether or not the complainant files a formal complaint and are designed to restore or preserve equal access to the education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the educational environment, or deter sexual harassment. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

The Title IX Coordinator will consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint. The Title IX Coordinator must treat complainants and respondents equitably and offer supportive measures to the complainant and respondent.

The Valley Collaborative may remove a respondent from school or an activity on an emergency basis, provided that the individualized safety and risk analysis determines that there is an immediate threat to the physical health or safety of any student or other individual. Respondents removed on an emergency basis will receive notice and an opportunity to challenge the decision immediately following the removal. This provision may not modify any rights for students with disabilities.

Grievance Process

In response to a formal complaint, the Valley Collaborative will adhere to the following grievance process.

Written Notice:

Upon receipt of a formal complaint, the Title IX Coordinator will provide written notice to the parties who are known. The written notice shall include:

- Notice of the grievance process, including notice of informal resolution process;

- Notice of the allegations that includes sufficient details known at the time and with sufficient time to prepare a response before any initial interview.
- Notice that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the grievance process.
- Notice that the parties may have an advisor of their choice and may inspect and review evidence; and
- Notice that the Valley Collaborative code of conduct prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

If any new allegations arise during the grievance process, the Title IX Coordinator will provide written notice of the additional allegations to the parties whose identities are known.

Investigation:

The Valley Collaborative will investigate the allegations in the formal complaint. Valley Collaborative will use trained personnel to objectively evaluate all relevant evidence without prejudgment of the facts at issue and free from conflicts of interest or bias for or against either party.

The Valley Collaborative may dismiss the formal complaint if:

- The conduct alleged would not constitute sexual harassment even if proved, did not occur in a Valley Collaborative's education program or activity, or did not occur in the United States.
- The complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint of any of the allegations in the formal complaint, or if the respondent is no longer enrolled or employed by the Valley Collaborative; or specific circumstances prevent the recipient from gathering evidence sufficient to reach a determination as to the formal complaint.

Upon a dismissal, the Title IX Coordinator will promptly send written notice for the dismissal and reason(s) therefor simultaneously to the parties.

When investigating a formal complaint and throughout the grievance process, the Valley Collaborative will:

- Apply a presumption of innocence, and ensure that the burden of proof and the burden of gathering evidence rests on the Valley Collaborative and not on the parties;
- Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence;
- Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence;
- Protect parties' privacy by requiring a party's written consent before using the party's medical, psychological or similar treatment records during the grievance process;
- Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney;
- Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all hearings, investigative interviews, or other meetings, with sufficient time for the party to prepare to participate;
- Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint;

- Prior to the completion of an investigative report, send to each party and the party's advisor, the evidence subject to inspection and review and provide the parties at least 10 days to submit a written response, which the investigator will consider prior to completion of the investigative report.
- Create an investigative report that fairly summarizes relevant evidence for their review and written response.

Determination regarding responsibility:

- The decision-maker, who shall not be the investigator or the Title IX Coordinator, will provide each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. Complainants may not be asked inappropriate questions about prior sexual history. The decision-maker(s) must explain to the party proposing the questions any decision to exclude a question as not relevant.
- The decision-maker must issue a written determination regarding responsibility. To reach this determination, the decision maker shall apply a preponderance of the evidence standard. Preponderance of the evidence means that it is more likely than not that the alleged conduct occurred.
- The Title IX Coordinator is responsible for effective implementation of any remedies.

Appeals:

Either party may appeal the determination regarding responsibility (or from a dismissal) on the following ground:

- Procedural irregularity that affected the outcome of the matter;
- New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and
- The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against the complainant or respondents generally or the individually that affected the outcome of the matter.

In the event of an appeal, the Title IX Coordinator will notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties.

Informal resolution:

An informal resolution process is available when a formal complaint is filed. Informal resolution process is available without a full investigation and nothing in the informal process shall preclude the parties from resuming a formal complaint process. Participation is voluntary and written consent is required. An informal resolution process is not permitted to resolve allegations that an employee sexually harassed a student.

Record Keeping

The Valley Collaborative will maintain records regarding sexual harassment reports and complaints for a period of seven years.

Retaliation Prohibited

Retaliation is prohibited against any individual, including complainants, respondents, and witnesses for reporting sexual harassment, participating (or refusing to participate) in any investigation/grievance process. Individuals may report retaliation to the Title IX Coordinator who will investigate and take measures to protect individuals from retaliation.

Complaints of Discrimination and/or Harassment on the basis of sex may also be reported to:

The Office for Civil Rights, US Department of Education

5 Post Office Square, 8th Floor
Boston, MA 02109-3921
Telephone: 617-289-0111, FAX: 617-289-0150
Electronic Mail: OCR.Boston@ed.gov

Student Conduct

Students are expected to conduct themselves in a manner consistent with school rules and regulations to the end that a positive learning atmosphere be established. Among other things, student conduct shall reflect care and respect for all other members of the Valley Collaborative school community.

Certain breaches of conduct are so serious that the Principal may long term suspend or expel a student under the provisions of M.G.L. c. 71, §37H and 37H ½. These include:

- Possession of a dangerous weapon while on school grounds or at a school-sponsored event
- Possession of a controlled substance while on school grounds or at a school-sponsored event
- An assault on a School Administrator, teacher, teacher's aide, or other staff person.
- A felony charge or conviction

Violations of the code of conduct will subject a student to disciplinary action up to and including mediation, detention, suspension, or expulsion.

STUDENT RULES

- 1) Attendance and Tardiness: Collaborative students are expected to attend school on all days and on time. The student or their parent(s) are expected to let staff know prior to 8:00 A.M. if a student is ill, will not be attending school that day, or will be tardy. If a student is absent or tardy and no phone call is made, a call will be made to the student's home. Unexcused absences and excessive tardiness are unacceptable.
- 2) Appropriate Language: Collaborative students are prohibited from swearing, making rude comments or inappropriate noises, or using inappropriate voice levels.
- 3) Appropriate Dress: Students are expected to wear appropriate clothes for school or work. If they are working in an office or an outdoor maintenance setting, clothes should be chosen accordingly.
- 4) Borrowing of Money: Students are not permitted to borrow money from other students, purchase items for other students or sell items to other students.
- 5) Transportation: Individual sending districts are responsible for transportation of students to/from school/home each day. Students are not permitted to drive to school. If a student has a specific reason why he/she should be able to drive to school they may petition the Collaborative program. The Collaborative would then make a decision and notify the principal as well as the Special Education Director of the student's sending district to obtain their permission. Students cannot be driven to school or picked up from school without staff and parental permission. Parents need to complete a transportation permission slip for students to be driven to or picked up from Collaborative

programming. Students will only be permitted to be transported by those people the parent has indicated are appropriate (See Release of Students to Adults Other than Parents). If any of these people become disruptive to the school environment the Collaborative has the authority to not allow that person on school grounds. Students are not permitted to ride home on any bus or van except the one to which they have been assigned. Students are not permitted to drive to school or be picked up from school without permission from the Collaborative.

- 6) Appropriate Conduct: Students are expected to behave in an appropriate manner exhibiting respect for themselves and others at all times while in school or participating in Collaborative programs or activities, including off-site and Collaborative related activities such as field trips.
- 7) Leaving the School Building: Students are not permitted to leave the school building, work site, or vehicle without permission from the staff. The staff is responsible for each student's welfare, and expects students to treat the staff with respect and let them know where each student is at all times.
- 8) Portable Music Players/Electronics Games: Students are not permitted to use any of these devices during the school day. If they are brought in for use on the bus, they need to remain in the locker area at all times.
- 9) Cellular Telephones: Students are only permitted to use cellular phones before and after school hours outside of school buildings, or at evening or weekend activities inside school buildings. The use of cell phones for any purpose is not permitted at any other time on school grounds. Cell phones must not be visible during the school day and must be turned off (not simply on silent or vibrate mode).
- 10) Personal Property: The Collaborative strongly encourages that students do not bring valuable items to school. If the personal property of a student causes disruption while at school, the Collaborative may take the property away from the student. The Collaborative will make every effort to return all personal property to the student or parent. However, the Collaborative is not responsible for lost or stolen property, or compensating students or parents for value of such property.
- 11) Drugs or Alcohol: No drugs or alcohol are permitted in school or on school grounds, and students are not permitted to come to school under the influence of substances. The possession, use, manufacture, distribution, sale, or possession with intent to sell, or dispensation of alcohol, marijuana, illegal drugs, or other illegal or controlled substances of any kind is strictly prohibited.
- 12) Smoking and Tobacco: In accordance with M.G.L. c. 71, § 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, including but not limited to cigarettes, cigars, pipes, smokeless tobacco, and vaping. The use of any tobacco products is prohibited within the Collaborative school buildings, the school facilities, on the school grounds, or on school buses by any individual, including school personnel.
- 13) Theft and Vandalism: Students are prohibited from stealing, vandalizing, or destroying the

property of others, including property belonging to the Collaborative or its staff, faculty, students, parents, volunteers, and visitors. School pride is enhanced by a well maintained and clean building. The Collaborative hopes that all students will share in this belief. Students involved in theft, vandalism, graffiti, destruction of property, or arson will be required to reimburse the school for the materials and labor necessary to fix any damage they cause, and will be subject to appropriate disciplinary action, up to and including suspension, emergency termination of enrollment, or expulsion

- 14) Weapons: The Collaborative strictly prohibits the possession of all weapons in school, on school grounds, school buses, or at any school functions. All knives, handguns, rifles, shotguns, other fire arms, explosives, incendiary devices, and other weapons are forbidden. If a student is found to be in possession of such an object for which there is clearly no known educational use, the weapon will be confiscated and the student's parents will be notified, and if necessary, the police will also be contacted. The Federal Gun-Free School Act of 1994 (GFSA) is Section 14601 of the Improving America's Schools Act, and deals with disciplining special education students in compliance with the IDEA in cases where the student is found in possession of a firearm. The GFSA permits the Collaborative to place a special education student found in possession of a firearm in an interim alternative educational setting as determined by the evaluation team for up to 45 days. The student shall remain in the interim alternative setting pending any special education manifestation determination or special education hearing initiated by the parent, unless the parent and the Collaborative agrees otherwise.
- 15) Violence and Threats of Violence: All violence and threats of violence (including physical fighting, assault, battery, kidnapping, threat of robbery, robbery using force, homicide, other drug-related or crime-related violence, and all acts that endanger or cause bodily harm to others) are strictly prohibited at school, the Collaborative, or Collaborative related activities. All threats of violence or physical attack will be taken seriously by the Collaborative.
- 16) Destruction of Property: Students are prohibited from the destruction of Collaborative property or the property of others.
- 17) Student Lockers: Some Collaborative students will be provided with lockers to store school supplies and personal belongings. It is important for students and parents to understand that lockers remain the property of the Collaborative or school in which they are located. Collaborative and school staff have the right to search lockers and any personal items inside lockers where reasonable cause to do so exists.
- 18) Care of Books and Other Materials: The Collaborative supplies students with the textbooks and other educational materials they need for school, free of charge. Textbooks and library books are owned by the Collaborative. If a student damages or loses a book or other school property, the student or parent may have to pay for a replacement. Families should be aware that many textbooks are very expensive.
- 19) Rules of Public Schools with Co-located Collaborative Programs: Students in Collaborative programs

co-located within public schools are also subject to the rules of those public schools.

- 20) Students are prohibited from knowingly making false statements or knowingly submitting false information during a grievance process, including but not limited to harassment/bullying reports and investigation.

DISCIPLINARY ACTION

All students have the responsibility to comply with the rules and policies set forth in this Handbook and to refrain from engaging in negative or disruptive behavior, or violating the rights of others. Any failure to comply with the rules or policies contained in this Handbook may result in disciplinary action, up to and including suspension, emergency termination, and/or expulsion. Disciplinary proceedings will be conducted in accordance with Massachusetts law. Disciplinary action will depend on and be commensurate with the circumstances, nature, and severity of a student's infraction. Where possible and appropriate, the Collaborative will include all parties involved or affected by the negative or disruptive behavior in the disciplinary decision making process. In preparing students for the adult world, it is important that they learn and understand the effect that their behavior has on others and the consequences of their actions, to the extent that they are able.

In the event that a student repeatedly disrupts others, it will be necessary for the parents and school system to be notified. A meeting will be called, if determined necessary. If a student leaves the school premises, the parents and school system will be notified. The local police will also be notified.

The Collaborative Program's Principal or designee conducts semiannual reviews of all discipline data by selected populations. These semiannual reviews allow for the disaggregation of data by race and ethnicity, gender, socio-economic status, English learner status, and students with a disability status. The Principal's accesses the extent of in-school suspensions, short- and long-term suspensions, expulsions and emergency removals and the impact of such disciplinary action on selected student populations. The Principal determines whether it is necessary or appropriate to modify disciplinary practices due to an over-reliance on suspensions, expulsions or removals on selected student populations compared with other students.

No student shall be subjected to abuse or neglect, cruel, unusual, severe or corporal punishment, including the following practices:

- Any type of physical hitting or pain inflicted in any manner upon the body;
- Requiring or forcing the student to take an uncomfortable position such as squatting or bending or requiring or forcing the student to repeat physical movements when used as punishment;
- Punishments which subject the student to verbal abuse, ridicule or humiliation;
- Denial of visitation or communication privileges with family;
- Denial of sufficient sleep;
- Denial of shelter, bedding, food or bathroom facilities.

STUDENT DISCIPLINE

The Principal has the authority to exercise discretion in deciding the consequences for a student who has violated disciplinary rules. The Principal shall first consider ways to re-engage the student offender in the learning process, and

shall avoid using expulsion until other remedies and consequences have been employed.

Suspension

A suspension is a short term or long term removal from regular classroom activities.

Short term suspension is the removal of a student from the school premises and regular classroom activities for 10 consecutive days or less.

Long term suspension means the removal of a student from the school premises and regular classroom activities for more than 10 consecutive days, or for more than 10 days cumulatively for multiple disciplinary offenses in any school year.

A suspended student is restricted from entering the school buildings, or coming onto school grounds; and a suspended student may not participate in any school sponsored activities or functions during the suspension period. It is also recommended that parents restrict the activities of a student during the suspension period to reinforce the importance of the disciplinary consequence and to demonstrate cooperation between the school and family.

The Principal or his/her designee has the sole responsibility for determining who is suspended. The suspended student may not be permitted to return to school until a parental conference has been held.

In school suspension

At the discretion of the Principal, in-school suspension may also be imposed where a student is determined to have committed a suspendable offense. In-school suspension means the student is removed from regular classroom activities, but not from the school premises, for no more than 10 consecutive school days. Students will be subject to limitations on their movements and activities as determined by the Principal. In-school suspension for less than 10 days shall not be considered a short-term suspension. An in-school suspension of more than 10 days shall be deemed a long-term suspension.

For an in-school suspension, the principal shall inform the student of the disciplinary offense charged and the basis for the charge, and provide the student an opportunity to dispute the charges and explain the circumstances surrounding the alleged incident. If the principal determines that the student committed the disciplinary offense, the principal shall inform the student of the length of the student's in-school suspension, which shall not exceed 10 days, cumulatively or consecutively, in a school year.

On the same day as the in-school suspension decision, the principal shall make reasonable efforts to notify the parent orally of the disciplinary offense, the reasons for concluding that the student committed the infraction, and the length of the in-school suspension. The principal shall also invite the parent to a meeting to discuss the student's academic performance and behavior, strategies for student engagement, and possible responses to the behavior. Such meeting shall be scheduled on the day of the suspension if possible, and if not, as soon thereafter as possible. If the principal is unable to reach the parent after making and documenting at least (2) attempts to do so, such attempts shall constitute reasonable efforts for purposes of orally informing the parent of the in-school suspension.

The principal shall send written notice to the student and parent about the in-school suspension, including the reason and the length of the in-school suspension, and inviting the parent to a meeting with the principal, if such meeting has not

already occurred. The principal shall deliver such notice on the day of the suspension by hand-delivery, certified mail, first-class mail, email to an address provided by the parent for school communications, or by other method of delivery agreed to by the principal and the parent.

Removal from Extracurricular Activities and Attendance at school sponsored events

The principal may remove a student from privileges, such as extracurricular activities and attendance at school-sponsored events, based on the student's misconduct. Such a removal is not subject to the procedures in M.G.L. c. 71, § 37H^{3/4} or 603 CMR 53.00.

Opportunity for Academic Progress During Suspension/Expulsion

Any student receiving in-school suspension, short-term suspension, or long-term suspension shall have the opportunity to make up assignments, tests, papers, and other school work as needed to make academic progress during the period of removal from the classroom or school.

Any student who is expelled or suspended from school for more than 10 consecutive days shall have an opportunity to receive educational services that will enable the student to make academic progress toward meeting state and local requirements through the school-wide educational services plan.

Student due process rights

In administering discipline, school officials will be careful to observe the right to due process under the law for each student. The nature of the violation determines the due process that school officials follow.

1. DUE PROCESS RIGHTS FOR STUDENTS CHARGED WITH POSSESSION OF A DANGEROUS WEAPON, POSSESSION OF A CONTROLLED SUBSTANCE, ASSAULT ON SCHOOL STAFF AND/OR STUDENTS WHO HAVE BEEN CHARGED WITH OR CONVICTED OF A FELONY (M.G.L. c. 71, §37H and M.G.L. c. 71, §37H ½).

Short Term Disciplinary Sanctions: Prior to the imposition of any disciplinary sanction that might result in a student's suspension from school for ten (10) consecutive school days or less, the student will be given oral notice of the offense with which he/she is charged and an opportunity to respond. In the event that the Principal or designee determines that the student will be suspended from school, the student's parent(s)/guardian(s) will be notified by telephone and in writing.

Long Term Disciplinary Sanctions: Prior to the imposition of any disciplinary sanction that might result in the student's suspension from school for more than ten (10) consecutive school days or expulsion, the parents/guardians will be given written notice of a hearing at which they may be represented by an attorney at their expense and may examine and present witnesses and documentary evidence. Following this hearing, a written decision will be issued. The parent(s)/guardian(s) will have the right to appeal any decision imposing a long term suspension or expulsion from school to the Executive Director. Where the student is excluded in accordance with M.G.L. c. 71, §37H, the student shall have ten (10) days from the effective date of the exclusion to file a written appeal with the Executive Director of Schools. For exclusions imposed pursuant to M.G.L. c. 71, §37H ½, the student shall have five (5) days from the effective date of the exclusion to file a written appeal with the Executive Director. For exclusions imposed by the School Committee in accordance with M.G.L. c. 76, §17, the student shall have the right to file a written request for reconsideration by the committee within ten (10) days of the effective date of the exclusion. Pending the outcome of any such appeal, the disciplinary sanction imposed shall remain in effect. M.G.L. c. 76, §17,

M.G.L. c. 71, §37H and M.G.L. c. 71, §37H ½.

2. DUE PROCESS RIGHTS FOR STUDENTS CHARGED WITH OTHER VIOLATIONS (M.G.L. c. 71, §37H ¾)

Notice and principal's meeting:

For any suspension under this section, the principal or a designee shall provide notice of the charges and the reason for the suspension or expulsion to the parent(s)/guardian(s) in English and the primary language spoken in the student's home. The student shall receive written notice of the charges and the opportunity to meet with the principal or designee to discuss charges and reasons for the suspension and/or exclusion prior to suspension/exclusion taking effect.

The principal or designee shall make reasonable efforts to notify the parent orally of the opportunity to attend the hearing. The meeting may take place without the student's parent(s)/guardian(s) so long as if the principal has sent written notice and has documented at least two (2) attempts to contact the parent in the manner specified by the parent for emergency notification.

The purpose of the principal's hearing is to hear and consider information regarding the alleged incident for which the student may be suspended, provide the student an opportunity to dispute the charges and explain the circumstances surrounding the alleged incident, determine if the student committed the disciplinary offense, and if so, the consequences for the infraction.

The principal shall determine the extent of the rights to be afforded the student at a disciplinary hearing based on the anticipated consequences for the disciplinary offense.

a. Short-term Suspension

The principal shall discuss the disciplinary offense, the basis for the charge, and any other pertinent information. The student also shall have an opportunity to present information, including mitigating facts, that the principal should consider in determining whether other remedies and consequences may be appropriate. The principal shall provide the parent, if present, an opportunity to discuss the student's conduct and offer information, including mitigating circumstances, that the principal should consider in determining consequences for the student.

Based on the available information, including mitigating circumstances, the principal shall determine whether the student committed the disciplinary offense, and, if so, what remedy or consequence will be imposed.

The principal shall notify the student and parent of the determination and the reasons for it, and, if the student is suspended, the type and duration of suspension and the opportunity to make up assignments and such other school work as needed to make academic progress during the period of removal. The determination shall be in writing and may be in the form of an update to the original written notice.

b. Long Term Suspension

In addition to the rights afforded a student in a short-term suspension hearing, the student shall also have the opportunity to review the student's record and the documents upon which the principal may rely in making a determination to suspend the student or not; the right to be represented by counsel or a lay person of the student's choice, at the student's/parent's expense; the right to produce witnesses on his or her behalf and to present the student's explanation of the alleged incident, but the student may not be compelled to do so; the right to cross-examine witnesses presented by the collaborative; the right to request that the hearing be recorded by the principal, and to receive a copy of the audio recording upon request. If the student or parent requests an audio recording, the principal shall inform all participants before the hearing that an audio record will be made and a copy will be provided to the student and parent upon request.

If present, the Parent shall have an opportunity to discuss the student's conduct and offer information, including mitigating circumstances, that the principal should consider in determining consequences for the student.

Based on the evidence, the principal shall determine whether the student committed the disciplinary offense, and, if so, after considering mitigating circumstances and alternatives to suspension, what remedy or consequence will be imposed, in place of or in addition to a long-term suspension. The principal shall send the written determination to the student and parent by hand-delivery, certified mail, first-class mail, email to an address provided by the parent for school communications, or any other method of delivery agreed to by the principal and the parent.

If the student is suspended for more than 10 days for a single infraction or for more than 10 days cumulatively for multiple infractions in any school year, the notice will include written notification of the right to appeal to the Executive Director and the process for appealing in English and the primary language spoken in the student's home. No student will be suspended for greater than 90 days, beginning on the first day the student is removed from the building.

Emergency Removal:

The principal may remove a student from school temporarily when a student is charged with a disciplinary offense and the continued presence of the student poses a danger to persons or property, or materially and substantially disrupts the order of the school, and, in the principal's judgment, there is no alternative available to alleviate the danger or disruption. The principal shall immediately notify the Executive Director in writing of the removal and the reason for it, and describe the danger presented by the student. The temporary removal shall not exceed two (2) school days following the day of the emergency removal.

In the event of an emergency removal, the principal shall make immediate and reasonable efforts to orally notify the student and the student's parent of the emergency removal, the reason for the need for emergency removal. The principal shall provide written notice to the student and parent as provided above, and provide the student an opportunity for a hearing with the principal as provided above, and the parent an opportunity to attend the hearing, before the expiration of the two (2) school days, unless an extension of time for hearing is otherwise agreed to by the principal, student, and parent.

The principal shall render a decision orally on the same day as the hearing, and in writing no later than the following

school day, which meets the requirements as described above.

In the event of an emergency removal from school, the principal will not release the student until adequate provisions have been made for the student's safety and transportation.

Executive Director's hearing:

The parent(s)/guardian(s) shall have 5 calendar days following the effective date of the suspension or expulsion to submit a written request for an appeal to the Executive Director but may be granted an extension of time of up to 7 calendar days. If the appeal is not timely filed, the Executive Director may deny the appeal, or may allow the appeal in his or her discretion, for good cause.

The Executive Director will hold a hearing with the student and the parent(s)/guardian(s) within 3 school days or the student's request for an appeal. The time may be extended up to 7 calendar days if requested by the parent(s)/guardian(s). The Executive Director's hearing may proceed without the parent(s)/guardian(s) if a good faith effort was made to include parent(s)/guardian(s). The Executive Director shall be presumed to have made a good faith effort if he or she has made efforts to find a day and time for the hearing that would allow the parent and Executive Director to participate. The Executive Director shall send written notice to the parent of the date, time, and location of the hearing.

At the hearing, the Executive Director shall determine whether the student committed the disciplinary offense of which the student is accused, and if so, what the consequence shall be. Students shall have all of the rights afforded to students at the principal's hearing for long-term suspension. The Executive Director will issue a written decision within 5 calendar days of the hearing. If the Executive Director determines that the student committed the disciplinary offense, the Executive Director may impose the same or a lesser consequence than the principal, but shall not impose a suspension greater than that imposed by the principal's decision. The Executive Director's decision is the final decision of the Collaborative.

3 to 5 Day Suspension

If a student has been suspended for three (3) consecutive school days or five (5) non-consecutive school days in a school year, the program convenes a meeting with the Team to explore possible program modifications within the program in an attempt to prevent total suspension of the student. Student suspensions are recorded; the number and duration are tracked, including suspensions from any part of the student's IEP. Suspension from transportation is included in the tracking.

Suspensions exceeding 10 days (consecutive or cumulative in one year)

The Collaborative provides the following safeguards for students with disabilities prior to any suspension beyond 10 consecutive days or more than 10 cumulative days (if there is a pattern of suspension) in any school year.

1. A suspension of longer than 10 consecutive days or a series of suspensions that are shorter than 10 consecutive days but constitute a pattern are considered to represent a change in placement.
2. When a suspension constitutes a change in placement of a student with disabilities, the Collaborative, sending district personnel, the parent(s), and other relevant members of the Team, as determined by the Collaborative, parent(s) and the sending district, convene within 10 days of the decision to suspend to review all relevant information in the student's file, including the IEP, any teacher observations, and any relevant information from the parents, to determine whether the behavior was caused by or had a

direct and substantial relationship to the disability or was the direct result of the failure to implement the IEP—"a manifestation determination."

3. If the Collaborative, the sending district, the parent(s), and other relevant members of the Team determine that the behavior is not a manifestation of the disability, then the suspension or expulsion may go forward consistent with Collaborative policies and procedures. The sending district, however must offer the student:
 - a. services to enable the student, although in another setting, to continue to participate in general education curriculum and to progress toward IEP goals; and
 - b. as appropriate, a functional behavior assessment and behavioral intervention services and modifications, to address the behavior so that it does not recur.
4. If the Collaborative, the sending district, the parent(s), and other relevant members of the Team determine that the behavior is a manifestation of the disability, then the Team completes a functional behavioral assessment and behavioral intervention plan if it has not already done so. If a behavioral intervention plan is already in place, the Team reviews it and modifies it, as necessary, to address the behavior. Except when he or she has been placed in an interim alternative educational setting, the student returns to the original placement unless the Collaborative, parent(s) and sending district agree otherwise or the hearing officer orders a new placement.
5. No later than the date of the decision to take disciplinary action, the parent(s) is notified of that decision and provided with written notice of procedural safeguards. Any party may request a hearing because it believes that maintaining the student's current placement is substantially likely to result in injury to the student or others, the student remains in the disciplinary placement, if any, until the decision of the hearing officer or the end of the time period for the disciplinary action, whichever comes first, unless the parent and the school district agree otherwise.

School Wide Educational Services Plan

To ensure that students who are suspended or expelled for more than 10 consecutive days have the opportunity to make academic progress during the period of suspension or expulsion, professional tutoring is provided by LearnWell or Valley Collaborative Staff. These tutoring services are based on and provided in a manner consistent with the academic standards for all students. It is the responsibility of the Program's Principal to notify the student and their parent or guardian of the

INTERNET USE POLICY

Students should read this policy and complete the Student Internet Use Agreement and Parental Permission Form (Appendix F). The permission form is required for internet use.

Introduction

Valley Collaborative's aims to provide students with accessible, up-to-date and reliable information to support them in their studies and educational experience. This goal requires the Collaborative to provide access to the vast information resources on the Internet to help students in their studies and to be well informed. The Internet is an educational tool for the Collaborative. Users must understand that this access is for educational purposes and not for non- educational activities. Students will be utilizing the Internet, but WILL NOT have access to email or instant messaging.

Internet Use

The Collaborative provides students with Internet access in most classrooms and some locations have computer labs. All students may have access to the Internet. Students who wish this access must read and sign the “Student Internet/Email Usage Policy” form.

Authorized Use

The Collaborative’s Internet connection is intended primarily for educational use. That means we expect students to use Internet access primarily for education-related purposes, i.e. to research relevant topics and to obtain useful information. The following are specific provisions regarding authorized use of the Collaborative's Internet connection:

- Users may use the Collaborative’s Internet services for personal improvement provided that such use is consistent with staff and educational conduct.
- Internet use should be restricted to sites and materials such as news or information that might be considered reasonable if read as a text publication in a classroom or library environment.

Unauthorized Use

Users shall not use the Collaborative’s Internet services to view, download, save, receive, or send material related to the following:

- Offensive content of any kind, including pornographic material.
- Propagating a virus, worm, Trojan horse, or trap-door program code.
- Disabling or overload any computer system or network.
- Circumventing any system intended to protect the privacy or security of another user.
- Promoting discrimination on the basis of race, religion, ethnicity, disability, gender, sexual orientation race, age, or marital status.
- Visiting web sites that promote threatening or violent behavior.
- Using the Internet for illegal activities including the illegal downloading of music, movies, or other copyrighted materials.
- Distributing commercial messages.
- Gambling web sites.
- Hosting of ‘game servers’ for online or network gaming.

The above list of prohibited actions is by way of an example only and is not intended to be exhaustive.

Privacy and Monitoring

The Collaborative has software and systems in place to monitor and record all Internet usage. The Collaborative’s security systems are capable of recording each Web site, email, and instant message into and out of its internal networks. The Collaborative reserves the right to do so at any time. No student should have any expectation of privacy as to his or her Internet usage. The Collaborative’s technicians will periodically review Internet activity and contact staff of improper use to ensure that the Collaborative Internet resources are devoted to maintaining the highest levels of access and integrity. The Collaborative reserve the right to inspect any and all files stored in private areas of its network in order to assure compliance with this policy.

Accidental/Unintended Violations

The Collaborative does utilize software designed to identify inappropriate or sexually explicit Internet sites. The

Collaborative blocks access from within its networks to all such sites. If a student accidentally connects to a site that contains sexually explicit or offensive material, they must disconnect from that site immediately, regardless of whether that site had been previously deemed acceptable by any screening or rating program. A user who accidentally accesses a prohibited site is encouraged to report the incident to staff without the threat of consequences.

Consequences

Students who are not responsible and who do not follow the Collaborative's policies on the use of the Internet and email may face one or all of the following penalties. Remember, the use of the Internet and various technologies offered by the Collaborative is a privilege, not a right.

Students grades K-5

- Parent Notification
- District Notification
- Possible Parent Conference or Team Meeting
- Loss of Internet access

Students grades 6-12+

- Parent Notification
- District Notification
- Possible Parent Conference or Team Meeting
- Loss of Internet access
- Possible Suspension from school
- Civil and Criminal Penalties when appropriate

POLICIES RELATIVE TO CONDUCT OF TEACHERS OR STUDENTS

The superintendent of every school district shall publish the district's policies pertaining to the conduct of teachers and students. Said policies shall prohibit the use of any tobacco products within the school buildings, the school facilities or on the school grounds or on school buses by any individual, including school personnel. Said policies shall further restrict operators of school buses and personal motor vehicles, including students, faculty, staff and visitors, from idling such vehicles on school grounds, consistent with section 16B of chapter 90 and regulations adopted pursuant thereto and by the department. Copies of these policies shall be provided to any person upon request and without cost by the principal of every school within the district.

Each school district's policies pertaining to the conduct of students shall include the following: disciplinary proceedings, including procedures assuring due process; standards and procedures for suspension and expulsion of students; procedures pertaining to discipline of students with special needs; standards and procedures to assure school building security and safety of students and school personnel; and the disciplinary measures to be taken in cases involving the possession or use of illegal substances or weapons, the use of force, vandalism, or violation of a student's civil rights. Codes of discipline, as well as procedures used to develop such codes shall be filed with the Department of Elementary and Secondary Education for informational purposes only.

In each school building containing the grades nine (9) to twelve (12), inclusive, the principal, in consultation with the school council, shall prepare and distribute to each student a copy of this Handbook setting forth the rules pertaining to the conduct of students. The Board of Directors shall review this Handbook each year to consider changes in disciplinary

policy to take effect in September of the following school year, but may consider policy changes at any time. The annual review shall cover all areas of student conduct, including but not limited to those outlined in this section.

Notwithstanding any general or special law to the contrary, all student handbooks shall contain the following provisions:

- a.) Any student who is found on school premises or at school-sponsored or school-related events, including athletic games, in possession of a dangerous weapon, including, but not limited to, a gun or a knife; or a controlled substance as defined in M.G.L. c. 94C, including, but not limited to, marijuana, cocaine, and heroin, may be subject to expulsion from the school or school district by the principal.
- b.) Any student who assaults a principal, assistant principal, teacher, teacher's aide or other educational staff on school premises or at school-sponsored or school-related events, including athletic games, may be subject to expulsion from the school or school district by the principal.
- c.) Any student who is charged with a violation of either paragraph (a) or (b) shall be notified in writing of an opportunity for a hearing; provided, however, that the student may have representation at private expense, along with the opportunity to present evidence and witnesses at said hearing before the principal.
- d.) After said hearing, a principal may, in his/her discretion, decide to suspend rather than expel a student who has been determined by the principal to have violated either paragraph (a) or (b).
- e.) Any student who has been expelled from a school district pursuant to these provisions shall have the right to appeal to the Executive Director. The expelled student shall have ten days from the date of the expulsion in which to notify the Executive Director of his appeal. The student has the right to counsel at a hearing before the Executive Director. The subject matter of the appeal shall not be limited solely to a factual determination of whether the student has violated any provisions of this section.
- f.) When a student is expelled under the provisions of this section, no school or school district within the commonwealth shall be required to admit such student or to provide educational services to said student. If said student does apply for admission to another school or school district, the Executive Director of the school district to which the application is made may request and shall receive from the Executive Director of the school expelling said student a written statement of the reasons for said expulsion.

STAFF POLICIES

STAFF ORIENTATION; ANNUAL TRAINING; AND PROFESSIONAL DEVELOPMENT

Orientation

Staff orientation is the responsibility of Collaborative principals. Staff orientation is mandatory for all full and part-time staff, for interns and for volunteers.

Annual Training

All staff, including new employees, interns and volunteers, must participate in annual in-service training on average at least two hours per month. The following topics are required in-service training topics and must be provided annually to all staff:

- Reporting abuse and neglect of students to the Department of Children and Families and/or the

Disabled Persons Protection Commission;

- Disciplinary and behavior support Procedures used by the program, such as positive reinforcement, point/level systems, token economies, time-out procedures and suspensions and terminations; as well as Restraint Procedures including de-escalation methods used by the program;
- Runaway policy;
- Emergency procedures including Evacuation Drills and Emergency Drills; and
- Civil rights responsibilities (discrimination and harassment).

The following additional topics are required in-service training topics and must be provided annually to all teaching staff:

- How the learning standards of the Massachusetts Curriculum Frameworks are incorporated into the program's instruction;
- Procedures for inclusion of all students in MCAS testing and/or alternate assessments; and
- Student record policies and confidentiality issues.

The following additional topics are required in-service training topics and must be provided annually to appropriate staff based on their job responsibilities:

- CPR training and certification;
- Medication administration (including, but not limited to, administration of antipsychotic medications and discussions of medications students are currently taking and their possible side effects);
- Transportation safety (for staff with transportation-related job responsibilities); and Student record policies and confidentiality issues (for staff who oversee, maintain or access student records).

Professional Development

The Collaborative considers the needs of all staff in developing training opportunities for professional and paraprofessional staff and provides a variety of offerings. To this end, the Collaborative ensures that all staff, including both special education and general education staff, are trained on state and federal special education requirements and related local special education policies and procedures.

The Collaborative provides in-service training for all locally hired and contracted transportation providers, before they begin transporting any special education student receiving special transportation, on his or her needs and appropriate methods of meeting those needs; for any such student it also provides written information on the nature of any needs or problems that may cause difficulties, along with information on appropriate emergency measures. Transportation providers include drivers of general and special education vehicles and any attendants or aides identified by a Team for either type of vehicle.

STAFF CODE OF CONDUCT

The Collaborative considers professionalism to be of utmost importance. We expect our staff's conduct to be professional and ethical at all times. The following behaviors are expected of all staff.

- Behave in a professional manner at all times while on school premises or at a function at which the

staff is a representative of the Collaborative.

- Follow all policies and procedures, manuals, and handbooks as outlined.
- Conduct day-to-day activities in a safe, responsible manner, and avoid situations that may endanger the safety of others.
- Maintain the security of confidential information. Unauthorized disclosure of confidential information is forbidden.
- No vaping, smoking or other use of tobacco products and no illegal or unauthorized drugs or alcohol at any Collaborative program, field trip or function.
- Provide accurate and non-judgmental information on all school records and reports.
- Regularly report to work on time, and give notification of any absences in a prompt and responsible manner in accordance with Collaborative policies and procedures.
- Complete assignments accurately and in a timely manner.
- Utilize only Collaborative-sanctioned modes of communication with students and follow all applicable laws, regulations, and Collaborative policies. This includes complying with the social media policy in the Employee Handbook.

[End of Handbook]

Appendix A**Valley Collaborative
Observation Request Form**

With this form you should have received a copy of the Collaborative's "School Visitor Procedures" and "Observation Policy". Please review those documents carefully before completing this form and again before arriving for your pre-arranged visit. Please thoroughly and carefully complete this form in order to help the Collaborative best arrange for a visit that will meet your needs as well as cause minimum disruption to the students and staff. This form must be completed and returned to the main office of the building you wish to visit at least five (5) days prior to the date of any requested visit.

Name of student or program to be observed: _____

Please briefly describe the purpose of your observation: _____

Please identify which setting(s) you would like to observe:

____ Integrated Classes (please specify if you wish to see a specific class or subject area):

____ Therapy Sessions (please specify if you wish to see a specific type of therapy):

____ Special Education Classes (please specify if you wish to see a specific class or subject area):

As stated in the Collaborative's "Observation Policy," due to the distraction inherent in the presence of any outside observer, observations may be limited to two (2) consecutive classes/periods/therapy sessions or for a maximum of two (2) hours, at the discretion of the principal of his/her designee depending on the nature of the individual program being visited. Given that limitation, please rank, in order of importance, the components of the program you wish to observe:

Observation Request Form Continued

If you have particular questions about the program or there is general information that you would find helpful, please describe such information below so that we can have it prepared for you in advance of your visit. For example, you might be seeking information such as student/teacher ratios, a student’s schedule, class size, text used, etc.

Please list, in order of preference, several available dates on which you would like to observe. If your availability is limited to certain hours on any of these days, please note that as well:

If you are an individual authorized by the parent or legal guardian (i.e., an evaluator), please attach written documentation signed by the Parent/Guardian showing your status as an evaluator.

After this form has been submitted to the main office of the building in which the observation is sought, a designee of the principal will call you to schedule the visit and will send you written confirmation.

Thank you in advance for your cooperation with the attached policies and procedures.

Name of observer: _____

Organization or affiliation:

Signature: _____ Date: _____

Approved:

Disapproved:

Signature: _____ Signature: _____

Appendix B

Bullying Report Form

A. Reporter info:

1. Name of Reporter/Person making complaint: _____

2. Reporter info:

☐ Target of behavior ☐ Staff Member ☐ Parent ☐ Other(specify): _____**B. Information about incident:**

1. Name of the Target: _____

2. Name of the Aggressor: _____

3. Date of the incident: _____

4. Witnesses:

1) _____ Student ☐ Staff ☐ Other ☐ _____2) _____ Student ☐ Staff ☐ Other ☐ _____

5. Location of incident: _____ Time of incident: _____

Type of incident: _____

Racial or Ethnic Harassment: comments, jokes, name calling of this nature**Sexual Harassment:** A school employee conditioning an educational benefit or service upon a person's participation in unwelcome sexual conduct (often called "quid pro quo" harassment); Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the school's education program or activity; or Sexual assault, dating violence, domestic violence, or stalking (as those offenses are defined in the Clery Act, 20 U.S.C. § 1092(f), and the Violence Against Women Act, 34 U.S.C. § 12291(a)).**Verbal/Written Aggression:** name calling, teasing, threats, note writing, written threats, etc.**Physical Aggression:** hitting, tripping, kicking, pulling a chair out from someone, purposely destroying someone's property, taking someone else's belongings**Social Aggression:** spreading rumors, excluding from the group, embarrassing someone on purpose, ganging up on someone**Cyber Bullying:** includes bullying through the use of technology, all social networking sites, any electronic communication, images, data, the creation of a web page or blog knowingly impersonating an individual**Intimidation:** threatening or intimidating someone into a particular action, gesture directed toward an individual, actions that create a hostile environment for the victim

Appendix B

Bullying Report Form Continued

Description of incident:

For Administrative Use Only

A. 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, have incidents involved same target Yes/No If
Yes/No

Summary of Investigation:

B. 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 Required

Appendix C

Authorization for Student Participation in the Experiential Physical Education Program

I understand that, in connection with my/my child's participation in the Valley Collaborative (the "Collaborative") Experiential Physical Education Program (the "EPE Program") during the school year, I/my child will engage in physical activities at school and on field trips locally, out-of-town, and out-of-state. I understand that such activities include, but are not limited to, archery, canoeing, cross-country skiing, downhill skiing, snowboarding, snowshoeing, fishing, geocaching, hiking, physical fitness training, rappelling, rock climbing, ropes courses, whitewater rafting, and other similar activities. I understand that my/my child's participation in the EPE Program also will include travel and transportation in connection with such activities and field trips. I authorize myself/my child to voluntarily participate in the EPE Program and in consideration for being permitted to do so agree as set forth herein.

I understand that my/m y child's voluntary participation in the EPE Program includes the risk of injury that may range in severity from minor to disabling to even death. I assume full responsibility for any risk of personal injuries or death to myself/my child or others or property damages arising from my/m y child's participation in the EPE Program. I agree to forever RELEASE, HOLD HARMLESS, AND INDEMNIFY the Collaborative, its member school districts, and its current and former directors, members, employees, volunteers, and agents (the "Releasees") from all claims, liabilities, losses, damages, causes of action, and/or expenses, including attorney's fees that have arisen or may arise in the future in connection with my/m y child's participation in the EPE Program, including for personal injuries or death to myself/my child, personal injuries or death to others, and property damage arising from my/m y child's participation in the EPE Program. I further understand that my/my child's participation in the EPE Program will involve activities off of Collaborative property, and agree that the Releasees shall not have any responsibility for the condition and use of non-Collaborative property.

I/my child agree(s) to abide by Collaborative Student and Family Handbook and Policies & Procedures Manual, codes of conduct, and disciplinary procedures, and to abide by all instructions and decisions made by teachers, staff, and those in authority while participating in the EPE Program. I agree that my/my child's participation in the EPE Program may at any time be terminated for failure to follow these rules.

If the student is 18 years of age or older and is his/her own legal guardian, the following statement must be read and signed by the student:

I certify that I am at least 18 years of age, that I have read and that I understand the above Agreement, and that I accept and will be bound by its terms and conditions. This remains in effect unless Valley Collaborative receives written notice that I revoke agreement to participate in the EPE program.

Student Signature

Date

If the student is less than 18 years of age, or otherwise is not his/her own legal guardian, the following statement must be read and signed by the student's parent(s) or legal guardian(s).

I certify that I am the parent and/or legal guardian of the student, that I have read and that I understand the above Agreement, and that I accept and will be bound by its terms and conditions on my own behalf and on behalf of the student. This remains in effect unless Valley Collaborative receives written notice that I revoke consent for the student to participate in the EPE program for the duration of his/her enrollment at Valley Collaborative.

Parent(s)/Legal Guardian(s) Signature

Date

Appendix D**RELEASE FROM LIABILITY AND INDEMNITY AGREEMENT**

I/We, the undersigned parent/guardian/legal representative of _____ (student name) do hereby consent to his/her participation in all activities and/or field trips for the duration of his/her enrollment at Valley Collaborative and in consideration of his/her being permitted to so participate, I/we on behalf of myself, my heirs, my agents, my representatives, and on behalf of _____ (student name) do forever RELEASE, acquit, discharge, and covenant to hold harmless and indemnify, the Valley Collaborative, and its current and former directors, members, employees, servants, and agents, from any and all actions, rights of action, causes of action, charges, and/or claims, in any way related to and/or arising from, directly or indirectly, all known or unknown personal injuries or property damage or death, which I/we may now or hereafter have as the parent/guardian/legal representative of said minor, as well as any action, rights of action, causes of action, charges, and/or claims which said minor has or hereafter may acquire, either before or after he/she reaches the age of majority, resulting from, relating to, or in any way connected to, his/her participation in extracurricular activities and/or field trips run by, sponsored by or related to the Valley Collaborative.

In addition, I/we, as parent(s)/guardian(s)/legal representative(s) of said minor, agree to indemnify the Valley Collaborative and its current and former directors, members, employees, servants, and agents, in the event that any action, charge, and/or claim, is brought against the foregoing, which is in any way related to and/or arising from, directly or indirectly, my son/daughter/student's participation in extracurricular activities and/or field trips run by, sponsored by or related to the Valley Collaborative.

I/we understand and acknowledge that all Valley Collaborative handbook(s), Codes of Conduct, and all school disciplinary procedures apply and are in effect during all extracurricular activities and/or field trips run by, sponsored by or related to the Valley Collaborative. I/we also understand and acknowledge that my son/daughter/student's participation in any extracurricular activities and/or field trips run by, sponsored by or related to the Valley Collaborative is expressly contingent upon his/her abiding by the rules and procedures established by the chaperones, sponsors, officials and/or employees of the extracurricular activities and/or field trips, and that he/she must obey the same. I/we further understand and acknowledge that the possession and/or use of any and all forms of alcohol and other controlled substances under the laws of the Commonwealth of Massachusetts is strictly prohibited during extracurricular activities and/or field trips run by, sponsored by or related to the Valley Collaborative.

I/we agree that, for the duration of his/her enrollment at Valley Collaborative, that Valley Collaborative personnel are the sole guardians of _____ (student's name) while he/she is participating in extracurricular activities and/or field trips run by, sponsored by or related to the Valley Collaborative, and hereby authorize medical care and/or return travel to school property if they in their sole discretion deem it to be in _____ (student's name) best interest.

Parent/Guardian/Representative Signature

Date

Student Signature

Date

Audiotape, Photograph, Videotape & Website Agreement Form**Appendix E**

Student Name: _____ Date: _____

We have found it to be very beneficial to use photos, audiotape, and videotape in order to:

- Help student express themselves
- Improve communication by using pictures to describe situations and sequence events
- Facilitate understanding of routines, schedules, and roles
- Improve communication with parents by allowing them to view their child's performance at school
- Enhance students self-image and self esteem
- Heighten student understanding of group processes, sequencing of events, visual processing, and memory
- Appear in a printed publication such as a class picture, newspaper, magazine, or yearbook
- Submitted as sample to programs (examples: sports programs or play programs) or as contest entries to sponsors
- Utilized as a demonstration or sample in educational workshops, classrooms, and/or conferences
- Appear on video/electronic image made during a student presentation of a project, or in broadcasts or video/electronic image, which may or may not be used by a local television station or school/county project
- Facilitate other educational activities as Valley Collaborative deems necessary

Permission to Publish Photos on Valley Collaborative website

Photos of classroom activities, field trips, and school events enrich the school's website (www.valleycollaborative.org). Parent/Guardian consent is required to allow the faculty to publish photos containing students on the school website. To protect students' identities, last names or other personal information of students will not be published on the website. Only faculty will be allowed to add photographs to the school website. For further information please refer to the Children's Online Privacy Protection Act of 1998 (www.ftc.gov/ogc/coppal.htm).

Parent/Guardian Consent

Your permission grants Valley Collaborative approval to publicize without prior notification and remains in effect until Valley Collaborative receives written notice that you would like this revoked. I am the parent or legal guardian of the above-named student and give consent as indicated below for the duration of my student's enrollment at Valley Collaborative:

Permission for Audiotape, Photographs, Videotape	Yes	No
Permission to publish photos on the Valley Collaborative website	Yes	No

Parent/Guardian/Representative Signature

Date

Student Signature

Date

Appendix F

**Valley Collaborative Student Internet Use Agreement
Permission Form for the Duration of Enrollment**

As a user of the Internet and other technologies offered by Valley Collaborative, I have read, fully understand, and will comply with the Collaborative’s Acceptable Internet Use Policy.

Student Signature:_____

Date:_____

As the parent or legal guardian of the above student, I give permission for him or her to use the Internet and other network technologies offered by the Collaborative for the duration of his/ her enrollment at Valley Collaborative. This permission remains in effect until Valley Collaborative receives written notification that you would like it revoked. I understand the rules of the Acceptable Use Policy and also understand the consequences if said rules are not followed. I hereby release the Collaborative and its employees from any and all liability arising from my child’s use, or inability to use, the Collaborative’s Internet and/or other networking systems for the duration of his/her enrollment at Valley Collaborative.

Parent/Guardian Signature:_____Date: _____

Name of Student:_____Date: _____

Appendix G

VALLEY COLLABORATIVE

Parent/Guardian/Student Acknowledgement of Receipt of
Student and Family Handbook & Policies and Procedures Manual

Student’s Name: _____ Age: _____

Parent/Guardian Name(s): _____

Parent/Guardian Email(s): _____

School/Program: _____ Grade: _____

By signing below, the parent and student acknowledge and agree as follows:

- 1) We have received a copy of the Valley Collaborative Student and Family Handbook & Policies and Procedures Manual (the “Handbook”).
- 2) We understand that the Handbook contains important information about the home-school partnership and rules and policies of the Collaborative with respect to the student’s education and participation in Collaborative programs.
- 3) We have read and discussed the contents of the Handbook, and agree that the student’s participation in Collaborative programs is subject to the rules and policies contained in the Handbook.
- 4) We agree that we will work together with each other and with Collaborative staff to make sure that the student follows the rules and policies contained in the Handbook.

Parent/Guardian Signature(s): _____ Date: _____

_____ Date: _____

Student Signature: _____ Date: _____

Appendix H

VALLEY COLLABORATIVE

Parent/Guardian Acknowledgment of Restraint Prevention and Behavior Support Policy and Procedures

Student’s Name: _____ Age: _____

Parent/Guardian Name(s): _____

Parent/Guardian Email(s): _____

School/Program: _____ Grade: _____

- 1) We/I have received a copy of Valley Collaborative’s Restraint Prevention and Behavior Support Policy and Procedures (the Restraint Policy).
- 2) We/I understand that the Restraint Policy has been developed and implemented as required by 603 CMR 46.00, the Massachusetts regulation that regulates the use of physical restraint on students in Massachusetts public school districts, charter schools, virtual schools and collaborative education programs.
- 3) We/I understand that the Restraint Policy contains important information about the Collaborative’s policies and practices with respect to physical restraints.
- 4) We/I have read and understand that contents of the Restraint Policy and acknowledge that all student restraints are subject to the policy for the duration of his/her enrollment at Valley Collaborative.

Parent/Guardian Signature(s): _____

Date: _____

Appendix I

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. _____

Appendix J

Albanian

Informacioni i bashkëngjitur është i rëndësishëm. Lutemi kërkojini ndonjë anëtar të familjes, miku ose komshiu që t'jua përkthejë. Nëse nuk njihni asnjë njeri që t'jua përkthejë, lutemi plotësoni informacionin e mëposhtëm dhe kthejeni tek drejtoresha e shkollës së fëmijës suaj, së bashku me njoftimin e bashkëngjitur. Dikush që flet gjuhën tuaj do t'ju telefonojë për ta diskutuar informacionin me ju në telefon.

Ju lutem më telefononi rreth këtij njoftimi. Unë flas _____ . Numri i telefonit tim gjatë ditës është _____ . Emri im është _____ .

Arabic

رجاء ملأت داخل المعلومة أدناه، إن أنت لا تعرف أي شخص الذي يستطيع ترجمت هو. ترجم هو ل أنت رجاء سألت أسرة عضو. صديقة أو جار أن ي. ال يربط معلومة مهمة سيدعو أحد ما الذي يتكلم لغتك أنت أن تراجع المعلومة مع أنت على الهاتف. ورجعت هو إلى المسؤولة من طفلك مرسلة مع ال يربط إشعار ي نهار هاتف. أنا أتكم. رجاء دعائتي حول هذا إشعار رقم. اسمي.

French

L'information jointe est importante. Veuillez demander à un membre, à un ami, ou à un voisin de famille de le traduire pour toi. Si vous ne savez pas n'importe qui qui peut le traduire, pour compléter svp l'information ci-dessous et pour la renvoyer au principal de l'école de votre enfant avec la notification jointe. Quelqu'un qui parle votre langue vous appellera pour passer en revue l'information avec toi au-dessus du téléphone. Veuillez m'appeler au sujet de cette notification. Je parle le _____. Mon téléphone de journée le nombre est _____. Mon nom est _____.

Armenian

Կցվող տեղեկությունը կարևոր է: Խնդրեք մի հարազատից, բնկերից կամ հարևանից որ քարգմանի ձեզ համար: Եթե չեք ճանաչում որևէ մեկին որ կարող է քարգմանել, խնդրում ենք լրացնել ներքևի տեղեկանքը եւ ձեր երեխայի դպրոցի տնօրենին վերադարձնել կցված ազդիւն հետ: Ձեր լեզուն խոսող մեկը կգանգատարի ձեզ՝ հեռախոսով քննարկելու տեղեկությունը:

Խնդրում եմ ինձ զանգեք այս տեղեկության մասին: Խոսում եմ _____: Իմ օրվա հեռախոսահամարն է _____: Իմ անունն է _____:

Chinese

以下的消息是非常重要的。请你让家人，朋友，或邻居帮你翻译。如果你找不到帮你翻译的人，请填写好下面的表格。然后交给孩子学校的校长。翻译人员会打电话给你，通过电话为你解释消息。

请打电话给我。我的语言是_____。 我的名字是_____。

Dutch

De informatie in bijlage is belangrijk. Gelieve te vragen een een familielid, vriend, of buur om het voor u te vertalen. Als u iedereen niet kent wie het kan vertalen, alstublieft de informatie hieronder invullen en het teruggeven aan het hoofd van de school van uw kind samen met het bericht in bijlage. Iemand wie uw taal spreekt zal u roepen om de informatie te herzien met u over de telefoon.

Gelieve te roepen me over dit bericht. Ik spreek _____. Mijn dagtelefoon het aantal is _____. Mijn naam is _____.

Farsi

اطلاعات ضمیمه شده بسیار مهم هستند. لطفاً از وابستگان، افراد فامیل، دوستان و یا همسایگان خود تقاضا کنید که این متن را برای شما ترجمه کنند. اگر کسی را نمیشناسید که بتواند این ترجمه را برایتان انجام دهد خواهشمندیم رقم زیر را پر کرده و به همراه مدرک اصلی (اطلاعه یا اعلامیه) برای مدیر مدرسه فرزندتان ارسال فرمایید. شخصی که بزبان شما آشنایی کامل دارد برای توضیح و مرور اطلاعات مربوطه، از طریق تلفن با شما تماس خواهد گرفت.

لطفاً در مورد این مدرک (اطلاعه یا اعلامیه) با من تماس بگیرید. من بزبان صحبت میکنم.
شماره تلفن من در طی روز
نام و نام فامیل من

Finnish-Suomi

Oheiset tiedot ovat tärkeitä. Pyydä perheenjäsentä, ystävää tai naapurua kääntämään ne sinulle. Jos et tunne ketään, kuka voisi kääntää ne, täytä alla olevat tiedot ja palauta ne lapsesi koulun rehtorille oheisen ilmoituksen kanssa. Kieltäsi puhuva henkilö soittaa sinulle ja käy läpi tiedot puhelimessa kanssasi.

Soita minulle tästä ilmoituksesta. Puhun _____.
Puhelinnumeroni on päivällä _____. Nimeni on _____.

French

L'information jointe est importante. Veuillez demander à un membre, à un ami, ou à un voisin de famille de le traduire pour toi. Si vous ne savez pas n'importe qui qui peut le traduire, pour compléter svp l'information ci-dessous et pour la renvoyer au principal de l'école de votre enfant avec la notification jointe. Quelqu'un qui parle votre langue vous appellera pour passer en revue l'information avec toi au-dessus du téléphone.

Veuillez m'appeler au sujet de cette notification. Je parle le _____. Mon téléphone de journée le nombre est _____. Mon nom est _____.

German

Die angebrachten Informationen sind wichtig. Bitten Sie bitte ein Familie Mitglied, einen Freund oder einen Nachbar, es für Sie zu übersetzen. Wenn Sie nicht niemand wissen, das es übersetzen kann, die Informationen bitte unten auszufüllen und sie zur Direktion der Schule Ihres Kindes zusammen mit der angebrachten Nachricht zurückzubringen. Jemand, das Ihre Sprache spricht, ruft Sie an, um die Informationen mit Ihnen über dem Telefon zu wiederholen.

Rufen Sie mich bitte über diese Nachricht an. Ich spreche _____.

Zahl ist _____. Mein Name ist _____.

Greek

Οι συνημμένες πληροφορίες είναι σημαντικές. Παρακαλώ ζητήστε από ένα οικογενειακό μέλος, έναν φίλο, ή έναν γείτονα για να τον μεταφράσετε για σας. Εάν δεν ξέρετε καθενός που μπορεί να το μεταφράσει, παρακαλώ να συμπληρώσει τις πληροφορίες κατωτέρω και να το επιστρέψει στον προϊστάμενο του σχολείου του παιδιού σας μαζί με τη συνημμένη ειδοποίηση. Κάποιος που μιλά τη γλώσσα σας θα σας καλέσει για να αναθεωρήσει τις πληροφορίες με σας πέρα από το τηλέφωνο.

Παρακαλώ με καλέστε για αυτήν την ειδοποίηση. Μιλώ _____. Το πρωινό τηλεφώνό μου ο αριθμός είναι _____. Το όνομά μου είναι _____.

Gujarati

સંલગ્ન માહિતી મહત્વપૂર્ણ છે. કૃપા કરીને આપના પરિવારજન, મિત્ર અથવા પાડોશીને તેનો અનુવાદ કરી આપવા કહો. જો આપ કોઈ અનુવાદકર્તાને ના જાણતા હો, તો કૃપા કરીને નીચે જણાવેલ માહિતી ભરો અને સંલગ્ન નોટિસ સાથે તેને આપના બાળકની સ્કૂલના પ્રિન્સિપાલને મોકલી આપો. આપની ભાષા જાણનાર કોઈક વ્યક્તિ આ માહિતીના અવલોકન માટે આપની સાથે ફોન પર વાત કરશે.

કૃપા કરીને આ માહિતી વિશે મને ફોન કરો. હું _____ બોલું છું. મારો દિવસનો ફોન નંબર _____ છે. મારું નામ _____ છે.

Haitian Creole

Ransèyman ki atache-la-a enpòtan anpil. Tanpri mande yon moun nan fanmi-ou, yon zanmi oswa yon vwazen tradwi-li pou ou. Si ou pa konnen okenn moun ki ka tradwi pou ou, tanpri founi ransèyman nan espas-yo anba-a epi retounen pape-a nan biwo direktè lekòl pitit-ou avèk nòt ki atache avèk li-a. Yon moun ki pale lang-ou va rele-ou pou ba-ou plis esplikasyon nan telefòn.

Tanpri rele-m konsènen nòt-la. M pale kreyòl ayisyen. Nimewo telefòn-mwen lajounen se: _____ Non-mwen se: _____

Hindi

संलग्न सूचना महत्वपूर्ण है। कृपया परिवार के किसी सदस्य, दोस्त, या पड़ोसी से कहें कि वे आपके लिए इसका अनुवाद कर दें। अगर आप किसी ऐसे व्यक्ति को नहीं जानते जो इसका अनुवाद कर सकता है, तो कृपया नीचे की सूचना भरें और संलग्न नोटिस के साथ अपने बच्चे के स्कूल के प्रिंसिपल को लौटा दें। आपकी भाषा बोलने वाला कोई व्यक्ति आपको फोन करके आपके साथ इस सूचना के बारे में बात करेगा।

कृपया मुझे इस नोटिस के बारे में फोन करें। मैं _____ बोलता हूँ। मेरा दिन का टेलीफोन नंबर है _____। मेरा नाम है _____।

Italian

Le informazioni allegate sono importanti. Chieda prego ad un membro, ad un amico, o ad un vicino della famiglia di tradurrglielo per. Se non conoscete chiunque che possa tradurlo, per riempire prego le informazioni qui sotto e per restituirle al principale della scuola del vostro bambino con l'avviso fissato. Qualcuno che parli la vostra lingua li denominerà per rivedergli le informazioni con sopra il telefono.

Denominilo prego circa questo avviso. Parlo il _____.

Il mio telefono di giorno il numero è _____. Il mio nome è _____.

Japanese

添付されている情報はとても重要です。

ご家族、お友達、またはご近所の方に翻訳してもらってください。

もし翻訳できる人がいなければ、以下に必要事項を記入して、添付された通知と一緒にお子様の学校のプリンシパル（校長）に提出してください。

あなたの言語を話す人がお電話し、記載されている内容について説明いたします。

この通知について電話をください。私は _____ 語を話します。

日中の連絡先電話番号は _____ です。

私の名前は _____ です。

Korean

첨부된 내용은 중요한 정보입니다. 친척, 친구, 또는 이웃에게 번역을 부탁하십시오. 번역해 줄 사람이 아무도 없다면 아래의 정보를 기입하셔서 자녀가 재학하고 있는 학교의 교장에게 첨부된 통지서와 함께 보내십시오. 귀하의 언어를 구사하는 사람이 전화를 통해 이 정보를 귀하와 함께 검토해 드릴 것입니다.

이 통지서에 관해 제게 전화해 주십시오. 제가 구사하는 언어는 _____입니다. 저와 통화가 가능한 낮시간 전화번호는 _____입니다. 제 이름은 _____입니다.

Laotian

ໃບຮ້ອງຂໍການແປພາສາໄທພໍ່ແມ່ຫຼືຜູ້ປົກຄອງ

ຂໍ້ມູນຄັດຕິດນີ້ສໍາຄັນ. ກະລຸນາໃຫ້ທ່ານຂໍສະນາຊີກຄອບຄົວ ພໍ່ເພື່ອນ ຫຼືເພື່ອນບ້ານແປຂໍ້ມູນນີ້ໃຫ້ທ່ານ. ຖ້າຫາກວ່າທ່ານບໍ່ຮູ້ຈັກຄົນໃດທີ່ສາມາດແປໃຫ້ທ່ານໄດ້ ຂໍໃຫ້ຂຽນຕື່ມໃສ່ຂໍ້ມູນທາງລຸ່ມນີ້ ແລ້ວສົ່ງຄືນພ້ອມດ້ວຍໃບແຈ້ງຄວາມທີ່ຄັດຕິດໄວ້ໄປຫາອາຈານໃຫຍ່ຢູ່ທີ່ໂຮງຮຽນຂອງລູກຂອງທ່ານ. ຄົນນຶ່ງທີ່ເວົ້າພາສາຂອງທ່ານຈະໄປຫາທ່ານເພື່ອພິຈາລະນາຂໍ້ມູນນີ້ນໍາທ່ານໂດຍທາງໂທລະສັບ.

ຂໍໃຫ້ໂທມາຫາຂ້າພະເຈົ້າກ່ຽວກັບໃບແຈ້ງຄວາມທີ່ຄັດຕິດ. ຂ້າພະເຈົ້າເວົ້າພາສາ _____. ເລກໂທເມື່ອກາງເວັນຂອງຂ້າພະເຈົ້າແມ່ນ _____. ຂ້າພະເຈົ້າຊື່_____.

Nepali

समावेश गरिएको जानकारी महत्वपूर्ण छ । कृपया आफ्नो परिवार, साथी, अथवा आफ्नो छिमेकी सँग यो अनुवाद गर्न अनुरोध गर्नुहोस् । यदि तपाईंले अनुवाद गर्ने कोही पनि भेट्नु भएन भने, कृपया तलको जानकारीहरु भरि आफ्नो बच्चाको स्कूलको हेडमास्टरलाई सुचनाको साथै बुझाउनु होला । तपाईंको भाषा बोल्ने मनिषले तपाईंसँग फोनमा तपाईंको जानकारीको मुल्याङ्कनको लागि संपर्क गर्नेछ ।

कृपया यो सुचनाको लागि मलाई संपर्क गर्नुहोस् । म _____ भाषा बोल्छु । मलाई दिउसो संपर्क गर्ने फोन नम्बर _____ हो । मेरो नाम _____ हो ।

Portuguese

A informação unida é importante. Peça por favor que um membro, um amigo, ou um vizinho da família traduzam-no para você. Se você não souber qualquer um que pode o traduzir, para preencher por favor abaixo a informação e para a retornar ao principal da escola da sua criança junto com a observação unida. Alguém que fala sua língua chamá-lo-á para rever a informação com você sobre o telefone.

Chame-me por favor sobre esta observação. Eu falo o _____. Meu telefone do dia o número é _____. Meu nome é _____.

Pushto

د مور او پلار/څارونکي د ترجمي درخواست فورمه
نېټول شوی معلومات مهم دي. مهرباني وکړي او د کورني د يو غړي، ملگري، يا ګاونډي، نه غوښتنه وکړي چه دا ټاکل شوی معلومات تاسي ته ترجمه وکړي. که تاسي څوک نه پيژني چه دا معلومات تاسي ته ترجمه وکړي، مهرباني وکړي دا لاندي معلومات ډک کړي او د خپل د ماشوم ښوونځي مشر ته د دا ټاکل شوی خبرتيا سره يو ځای بيرته راواستوي. څوک چه د ستا په ژبه باندی پوهيږي تاسي سره تماس به ونيسي او دا معلومات د تاسي سره يو ځای په تېلفون باندی کتنه وکړي.

لطفاً زما سره د دی خبرتيا په برخه کی تېلفون وکړي. زه په _____ ژبه باندی خبری کوم. زما د ورځی له خوا تېلفون نمبر دا _____ دی. زما نوم _____ دی.

Romanian

Informatia anexata este importanta. Va rog sa rugati un membru de familie, prieten sau vecin sa v-o traducă. Daca nu cunoasteti pe nimeni care sa o poata traduce, va rog completati informatia de mai jos si restituiti-o directorului scolii copilului dumneavoastra impreuna cu anuntul anexat. Cineva care vorbeste limba dumneavoastra va telefona sa revizuiasca informatia cu dumneavoastra la telefon.

Va rog telefonati-mi despre acest anunt. Eu vorbesc _____. Numarul meu de telefon din timpul zilei este _____. Numele meu este _____.

Russian

Приложенная информация важна. Пожалуйста спросите, что член, друга, или сосед семьи переводит его для вас. Если вы не знаете любое, то может перевести его, пожалуйста для того чтобы заполнить внутри информацию ниже и возратить ее к главе школы вашего ребенка вместе с прикрепленным извещением. Кто-то говорит ваш язык вызовет вас для того чтобы рассмотреть информацию с вами над телефоном.

Пожалуйста вызовите меня о этом извещении. Я говорю _____. Мой телефон дневного времени номер будет _____. Моим именем будет _____.

Spanish

La información unida es importante. Pida por favor que un miembro, un amigo, o un vecino de la familia lo traduzcan para usted. Si usted no sabe a cualquier persona que pueda traducirlo, para completar por favor la información abajo y para volverla al principal de la escuela de su niño junto con el aviso unido. Alguien que habla su lengua le llamará para repasar la información con usted sobre el teléfono.

Llámeme por favor sobre este aviso. Hablo el _____. Mi teléfono del día el número es _____. Mi nombre es _____.

Swedish

Den fästa informationen är viktig. Behaga frågar en familjemedlem, en vän eller ett grann att översätta den för dig. Om du inte vet någon som kan översätta det, att behaga fyll in den nedanför informationen, och återgå till skolan till rektor av ditt barn tillsammans med fäst märker. Någon, som talar ditt språk, ska appell dig för att granska informationen med dig över ringa.

Behaga appellen som jag märker härom. Jag talar _____. Min dag ringer numrera är _____. Mitt känt är _____.

Thai

เอกสารที่แนบมานี้เป็นเอกสารสำคัญ กรุณาสอบถามสมาชิกในครอบครัว ,เพื่อน ,หรือเพื่อนบ้านของท่าน เพื่อแปลให้ท่านเข้าใจ ถ้าท่านไม่รู้จักรใครที่จะสามารถแปลเอกสารเหล่านี้ให้ท่านได้ กรุณากรอกข้อมูลในแบบฟอร์มข้างล่าง อาจารย์ใหญ่ของโรงเรียนที่บุตรหลานของท่านกำลังศึกษาอยู่ พร้อมเอกสารที่ต้องการให้แปล จะมีบุคคลที่พูดภาษาของท่านจะโทรกลับเพื่อช่วยในการแปลและสื่อสารกับท่านผ่านทางโทรศัพท์ กรุณาโทรหาข้าพเจ้า เกี่ยวกับเอกสารนี้

ข้าพเจ้าพูดภาษา _____

หมายเลขโทรศัพท์ที่สามารถติดต่อได้ระหว่างวันคือ _____

ข้าพเจ้าชื่อ _____.

Urdu

منسلک معلومات اہم ہے۔ براہ کرم اپنے کسی اہل خانہ، دوست، یا پڑوسی سے اپنے لئے اس کا ترجمہ کرنے کو کہیں۔ اگر آپ کسی ایسے فرد سے واقف نہیں ہیں جو اس کا ترجمہ کر سکتا ہو تو، براہ کرم ذیل کی معلومات بھر کر منسلک نوٹس کے ساتھ اپنے بچے کے اسکول کے پرنسپل کو واپس کر دیں۔ آپ کی زبان بولنے والا کوئی شخص فون پر آپ کے ساتھ معلومات پر گفتگو کے لئے کال کرے گا۔

براہ کرم اس نوٹس کے سلسلے میں مجھے کال کریں۔ میں _____ زبان بولتا / بولتی ہوں

میرا دن کے وقت کا فون نمبر _____ ہے میرا نام _____ ہے

Vietnamese

Thông tin đính kèm rất quan trọng. Xin vui lòng yêu cầu một người thân trong gia đình, bạn bè, hoặc hàng xóm dịch lại cho bạn. Nếu bạn không biết người nào có thể dịch được, vui lòng điền thông tin dưới đây và gửi lại cho hiệu trưởng trường học của con bạn cùng với thông báo đính kèm. Sẽ có người biết nói ngôn ngữ của bạn gọi điện cho bạn để xem xét lại thông tin với bạn qua điện thoại.

Xin vui lòng gọi cho tôi về thông báo này. Tôi nói tiếng _____. Số điện thoại ban ngày của tôi là _____. Tên tôi là _____.

Appendix K

VALLEY COLLABORATIVE Sexual discrimination/Harassment Reporting Form

Sexual harassment, including sexual violence, is unlawful sex discrimination. Any person may report sex discrimination, including sexual harassment in person, by mail, by telephone, or by electronic mail, to: Kari Morrin, Director of Human Resources and Title IX Coordinator, 25 Linnell Circle, Billerica, MA 01821, 978-528-7863, kmorrin@valleycollaborative.org Use this form to report sex discrimination or sexual harassment. Assistance is available from the Title IX Coordinator if you need help completing this form.

Name of Reporter/Person Filing the report:

Circle whether you are a: **Student** **Staff Member** **Parent** **Administrator** **Other**

If you are a student, your school name:

Your grade:

If you are a staff member, your school name or work site:

Your role:

Your address and telephone number if not a student or employee:

Name of Person you alleged discriminated/ harassed you:

Circle whether that person is a: **Student** **Staff Member** **Parent** **Administrator** **Other**

Date(s) and time(s) of alleged discrimination or harassment:

Location of alleged discrimination or harassment:

Witnesses (people who saw the incident or have information about it)

Name:

Name:

Name:

Please provide a detailed description of the conduct you allege to be discrimination or harassment:

Describe include the details of the incident (including names of people involved, what occurred, and what each person did and said, including specific words used).

Signature of Person Filling out Report:

Date:

FOR ADMINISTRATIVE USE ONLY

Form Given to/Received by:

Position:

Circle how was report received: in person, by mail, by telephone, or by electronic mail

Signature: _____

Date Received:

Appendix L



2021 - 2022 Academic Calendar

Valley Elementary School,
Valley Middle School, and
Valley Transitional High School

July 2021						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

August 2021						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

September 2021						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

October 2021						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24/31	25	26	27	28	29	30

November 2021						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

December 2021						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

January 2022						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23/30	24/31	25	26	27	28	29

February 2022						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

March 2022						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

April 2022						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

May 2022						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

June 2022						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

	First/Last Day of Summer Program
	*Professional Development Day All Staff - No School for Students
	No School/Holiday/School Vacation
	Professional Development Day for Licensed Staff - No School for Students

	First/Last Day of School Year (5 snow days used)
	Early Release - Professional Development for staff (specific number of PD days will vary by position)
	Board of Directors Meeting (Regular School Day for Staff and Students)
	Early Release



Central Administration

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

Hiring and Employment Practices

Name of Employer: _____

Date: _____

As a hiring manager/supervisor at the above named organization, I affirm the following:

The above named employer and all hiring managers/supervisors comply with applicable federal and state laws prohibiting discrimination in hiring or employment practices. This specifically includes the following protected categories: race, color, national origin, sex, gender identity, disability, religion, limited English speaking ability, sexual orientation, and homelessness.

This statement is true for hiring employees/students completing work-study programs, apprenticeship training programs, as well as those completing cooperative work experiences at Valley Collaborative.

Signature

Date

Printed Name

Title



Central Administration Office

25 Linnell Circle, Billerica MA 01821 * Tel: (978)528-7826 * <http://www.valleycollaborative.org>

MEMORANDUM

To: Valley Collaborative Board of Directors
From: Dr. Chris A. Scott, Executive Director
Date: June 10, 2021
Re: 25 Linnell Circle Lease

Given that many students and adults will be returning to Valley for onsite programming who initially will not have a community vocational placement, we anticipate the need for more space for the coming school year.

Last week, I explored the possibility of renting the remaining finished office space at 25 Linnell Circle with the Middlesex Retirement Board, which totals 4,042 sq. ft. to lease. Under our current lease the fixed rent for FY 2022 is \$158,249.41. The Middlesex Retirement Board is proposing a lease rate of \$18.45 per square foot which would make the annual rent for FY 2022 increase by \$74,574.90 (\$18.45/sq. ft. * 4,042 sq. ft.). The new FY 2022 fixed rent would be \$232,824.31. This would be paid in equal monthly installments of \$19,402.03. The electricity assessment would increase from 14.6% to 21.24%. The Executive Committee wanted me to counter with \$50,000.00 (\$12.37/sq. ft. * 4,042 sq. ft.). The Middlesex Retirement Board meets on June 16th to discuss.

In the meantime, the Valley Adult Services Team has identified a space on the Westford/Chelmsford line, which is much better suited for in-person adult programming than 25 Linnell Circle. It is located in a commercial area and is accessible by public transportation. This property also is being offered at a rental rate of \$12.50 per sq. ft., which is in line with the board's recommendation. We would like to begin the bid process, for a third time, so that the adult programs can move to this, or a similar property, in September of this year. Students would be able to utilize the 25 Linnell Circle space once the adult programs are relocated, then the need to negotiate for additional space with The Middlesex Retirement Board would be eliminated.

As the Board will recall, in March of 2020 and March 2021, Valley posted and advertised a Request for Proposals for Leased Space for Adult Programs. The March 2020 proposal resulted in an award and lease negotiations, which Valley ceased, due to offensive and discriminatory conditions added by Connector Park, to their proposed lease agreement. The March 2021 Request for Proposals, resulted in a one year lease extension at 17 Bridge St., through June 30, 2022, at the current annual rent of \$28,072.00, by MacCormack Properties, LLC.

At this time, I am proposing that we put negotiations with Middlesex Retirement Board on hold, pending the results of the Request for Proposals for the Lease of Property for Adult Programs which will be posted to the Secretary of State's Massachusetts Register and COMMBUYS in June of this year.

Required Action:

Vote to increase square footage

Attachments:

Sixth Amendment of Lease

Exhibit A

SIXTH AMENDMENT OF OFFICE LEASE AGREEMENT

This Sixth Amendment of Office Lease Agreement (this “Sixth Amedment”), effective as of July 1, 2021, is made to that certain Office Lease Agreement (the “Lease Agreement”), dated June 23, 2014, and its First Amendment (the “Amendment”), dated July 1, 2015, and its Second Amendment (the “Second Amendment”), dated February 23, 2017, and its Third Amendment (the “Third Amendment”), dated June 19, 2017, and its Fourth Amendment (the “Fourth Amendment”) dated July 11, 2017, and its Fifth Amendment (the “Fifth Amendment”) dated June 13, 2018, by and between MIDDLESEX COUNTY RETIREMENT SYSTEM, a public retirement system created and operated pursuant to Massachusetts General Laws, Chapter 34B, Sec. 19, having a notice address of 25 Linnell Circle, P.O. Box 160, Billerica, Massachusetts 01865 (“Landlord”) and VALLEY COLLABORATIVE (f/k/a MERRIMACK SPECIAL EDUCATION COLLABORATIVE), a Massachusetts education collaborative under Massachusetts General Laws, Chapter 40, Sec. 4E, having a notice address of 40 Linnell Circle, Billerica, Massachusetts 01865 (“Tenant”). All definitions used herein shall have the same meaning as used in the Lease Agreement.

RECITALS

WHEREAS, the Tenant desires to lease from the Landlord and the Landlord desires to lease to the Tenant an additional 4,042 rentable square feet of space located on the first (1st) floor of the Building (hereinafter, “the additional office space”);

WHEREAS, the rent per rentable square foot of the additional office space will be \$18.45/sq. ft.;

WHEREAS, the rent per rentable square foot of the main 7,596 rentable square feet of space located on the first (1st) floor of the Building, the 631 sq. ft. five office suite and the 600 sq.ft. kitchen, as defined in the Lease Agreement and its subsequent amendments will remain at the rates set forth in the Fifth Amendment;

WHEREAS, the annual rent and monthly rent installment payments will increase due to the additional 4,042 rentable square feet of space being rented pursuant to this Sixth Amendment;

WHEREAS, the Tenant agrees to pay to Landlord an amount for electricity on a proportionate basis, based on rentable square feet;

WHEREAS, the Tenant’s proportionate share has increased;

WHEREAS, the remaining terms and conditions of the Lease Agreement will remain in full force and effect and unaffected by this Sixth Amendment.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Landlord and Tenant, intending to be legally bound as follows:

Section 1.1 Premises

Section 1.1 (“Premises”) shall be deleted in its entirety and shall be replaced with the following language:

Premises: 12,869 rentable square feet located on the first (1st) floor of the Building (as defined below). The Premises is depicted on “**Exhibit A**” attached to this Amendment.

Exhibit A attached to the First Amendment shall be replaced by Exhibit A attached to this Sixth Amendment.

Section 1.8 Fixed Rent

Section 1.8 (“Fixed Rent”) shall be deleted in its entirety and shall be replaced with the following language:

Fixed Rent: Fixed Rent for the first Lease Year (FY 2018) shall be \$134,613.61 per annum, payable in equal monthly installments of \$11,217.80, and being \$16.40 per rentable square foot for the first 7,596 sq. ft. and \$15.91 per rentable square foot for the five office suite.

Fixed Rent for the second Lease Year (FY 2019) shall be \$146,323.69 per annum, payable in equal monthly installments of \$12,193.64, and being \$16.88 per rentable square foot for the first 7,596 sq. ft., \$15.91 per rentable square foot for the five office suite, and \$13.44 per rentable square foot for the kitchen.

Fixed Rent for the third Lease Year (FY 2020) shall be \$150,197.65 per annum, payable in equal monthly installments of \$12,516.47, and being \$17.39 per rentable square foot for the first 7,596 sq. ft., \$15.91 per rentable square foot for the five office suite, and \$13.44 per rentable square foot for the kitchen.

Fixed Rent for the fourth Lease Year (FY 2021) shall be \$154,147.57 per annum, payable in equal monthly installments of \$12,845.63, and being \$17.91 per rentable square foot for the first 7,596 sq. ft., \$15.91 per rentable square foot for the five office suite, and \$13.44 per rentable square foot for the kitchen.

Fixed Rent for the fifth Lease Year (FY 2022) shall be \$232,824.31 per annum, payable in equal monthly installments of \$19,402.03, and being \$18.45 per rentable square foot for the first 7,596 sq. ft. and 4,042 sq. ft. for the additional office space, \$15.91 per rentable square foot for the five office suite, and \$13.44 per rentable square foot for the kitchen.

Section 7.1 Electricity

Section 7.1 is hereby amended by striking “14.6%” where appearing therein as a result of the Fifth Amendment to this lease and by substituting therefor “21.24%.”

No Further Amendment. Except as expressly amended hereby, the Lease Agreement and first five amendments are in all respects ratified and confirmed and all the terms, conditions, and provisions thereof shall remain in full force and effect. No further amendment to the Lease Agreement or lease amendments shall be effective unless it is in writing and is executed by authorized representatives of both parties.

Executed as an instrument under seal effective as of ____ day of _____ 2021.

LANDLORD:

MIDDLESEX COUNTY RETIREMENT SYSTEM

By: _____

Name: _____

Title: _____

TENANT:

VALLEY COLLABORATIVE (f/k/a MERRIMACK SPECIAL EDUCATION
COLLABORATIVE)

By: _____

Name: _____

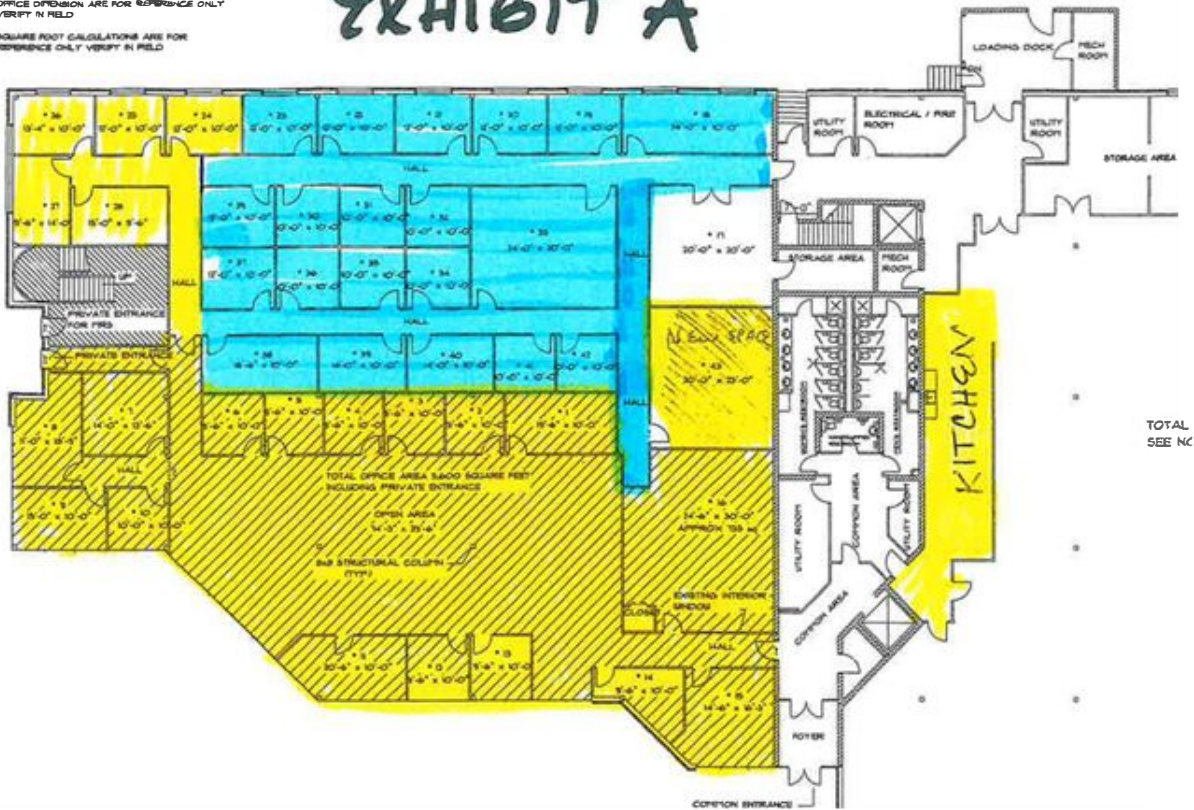
Title: _____

1) RETAINING SQUARE FOOTAGE BASIS
DOES NOT INCLUDE AREA IN HATCH
DOES NOT INCLUDE LOADING DOCK
DOES NOT INCLUDE COMMON AREA
AND RESTROOMS

2) OFFICE DIMENSIONS ARE FOR REFERENCE ONLY
VERIFY IN FIELD

3) SQUARE FOOT CALCULATIONS ARE FOR
REFERENCE ONLY VERIFY IN FIELD

EXHIBIT A



TOTAL
SEE NC

- EXISTING BLOCK WALL
- EXISTING INTERIOR PARTITION
- INTERIOR PARTITION
- EXISTING EXTERIOR WALL
- EXISTING SOLID CORE BRUSH DOOR
3'-0" x 7'-0" w/ 1" SILL
- EXISTING SOLID CORE BRUSH DOOR
3'-0" x 7'-0" w/ 1" SILL
- EXISTING EXTERIOR WINDOW

BUILDING AREA	
MRS PRIVATE ENTRANCE + STAIRS	400
RESTROOM	640
COMMON AREA	915
SCHOOL AREA	5,600
RETAINING AREA	22,825
TOTAL WITHOUT LOADING DOCK	30,380
LOADING DOCK	374
TOTAL WITH LOADING DOCK	30,754

5/13/2021

4,042.25 sq.ft.



Central Administration Office

25 Linnell Circle, Billerica, MA 01821 * Tel: (978) 528-7826 * <http://www.valleycollaborative.org>

MEMORANDUM

To: Valley Collaborative Board of Directors
From: Dr. Chris A. Scott, Executive Director
Date: June 10, 2021
Re: Making a Difference Awards

The following Making a Difference Awards will be presented:

- The Everett V. Olsen, Jr. Award for Highest Academic Honors
- The Annual Dr. Anthony Bent Leadership Award
- Community Leaders Awards
- Student, Individual and Staff of the Year Award Presentation
- Valley's 2021 Retiree Presentation

Required Action:
None

Attachments:
None



Central Administration Office

25 Linnell Circle, Billerica MA 01821 * Tel: (978)-528-7826 * <http://www.valleycollaborative.org>

MEMORANDUM

To: Valley Collaborative Board of Directors
From: Dr. Chris A. Scott, Executive Director
Date: June 10, 2021
Re: Making a Difference – Everett V. Olsen, Jr. Award Presentation

Billerica Public Schools' student Luis Algarin, a Senior at Valley, will be this year's recipient of the Everett V. Olsen, Jr. Award for Highest Academic Honors.

Luis Algarin, who is a resident of Billerica, is an outstanding student at Valley Collaborative. He has been with Valley since middle school. Two years ago Luis was nominated and attended the Blue Ribbon Student Leadership Conference at Disney. He participated in the dual enrollment program at Middlesex Community College. Luis is a leader in the Outdoor Education Club and has climbed six 4,000' mountains with Valley, including Mt. Washington during his last few days of school. Luis plans to attend Middlesex Community College next school year.

This prestigious award is presented in honor of Everett V. Olsen, Jr. (Bill's) ongoing support and care for all of the children who attend Valley Collaborative.

Required Action:

None

Attachments:

None



Central Administration Office

25 Linnell Circle, Billerica MA 01821 * Tel: (978)528-7826 * <http://www.valleycollaborative.org>

MEMORANDUM

To: Valley Collaborative Board of Directors
From: Dr. Chris A. Scott, Executive Director
Date: June 10, 2021
Re: Making a Difference - The Annual Dr. Anthony Bent Leadership Award

Each year the Dr. Tony Bent Leadership Award is given to a Valley employee who exemplifies leadership qualities and has made a significant difference to the climate and culture of the collaborative. This year the award will be presented to Jessica Scalzi, Lead Nurse.

Required Action:

None

Attachments:

None



Central Administration Office

25 Linnell Circle, Billerica MA 01821 * Tel: (978)528-7826 * <http://www.valleycollaborative.org>

MEMORANDUM

To: Valley Collaborative Board of Directors
From: Dr. Chris A. Scott, Executive Director
Date: June 10, 2021
Re: Presentation of Community Leaders Awards

Valley Collaborative has chosen the Billerica Board of Health and the Tyngsborough Board of Health as this year's recipients of the Community Leaders Award for their ongoing support during the Pandemic. These departments have worked closely with Valley, and in particular Lead Nurse Jessica Scalzi, throughout the year to make sure that Valley's students, families and staff are updated with the most current information.

Required Action:

None

Attachments:

None

Building a community that empowers children and adults to find their own way.



Central Administration Office

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

MEMORANDUM

To: Valley Collaborative Board of Directors
From: Dr. Chris A. Scott, Executive Director
Date: June 10, 2021
Re: Making a Difference – Students, Individual and Staff of the Year Awards

We would like to recognize Valley's student and staff members of the year from the Elementary, Middle, and High Schools as well as an individual from the Adult Services Program for all their hard work and dedication to the Collaborative.

Valley Elementary School

Student of the Year: **Robin Tate**
Staff of the Year: **Steve Goulakos**

Valley Alternative Programming Middle and High School

Student of the Year: **Lilyana Kimball-Hill**
Staff of the Year: **Todd Fletcher**

Valley Transitional Programming Middle and High School

Student of the Year: **Nicholas Gilbert**
Staff of the Year: **Dana Watford**

Valley Adult Services

Individual of the Year: **Michael Kempton**
Staff of the Year: **Katlyn Winch**

Valley Staff of the Year

Gail DeGregory

Required Action:

None

Attachments:

None

Building a community that empowers children and adults to find their own way.



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MEMORANDUM

To: Valley Collaborative Board of Directors
From: Dr. Chris A. Scott, Executive Director
Date: June 10, 2021
Re: Making a Difference - Valley's 2021 Retiree

Patricia Diglio has worked in the Transitional High School Program at Valley Collaborative for 13 years. Pat has been a dedicated, committed teacher throughout her career at Valley. We thank her for her many years of service and wish her all the best in her retirement.

Required Action:

None

Attachments:

None



Central Administration Office

25 Linnell Circle, Billerica MA 01821 * Tel: (978)528-7826 * <http://www.valleycollaborative.org>

MEMORANDUM

To: Valley Collaborative Board of Directors
From: Dr. Chris A. Scott, Executive Director
Joia Mercurio, Deputy Director
Date: June 10, 2021
Re: DESE Coordinated Program Review and English Language Learners Audit

Valley Collaborative is currently engaged in the self-assessment portion of its Coordinated Program Review (CPR) by the Department of Elementary and Secondary Education (DESE) for the 2021-2022 school year. DESE's Office of Approved Special Education Schools (OASES) will review Valley Collaborative in the areas of Special Education, Civil Rights, and Approved Public Day. Although some criteria have been reserved in comparison to Valley's last CPR for the 2015-2016 school year, additional criteria have been added, namely with equity and diversity as a common thread. Valley Collaborative is confident that our policies and practices remain compliant with the OASES CPR.

Simultaneously and for the first time, Valley Collaborative is also being reviewed by the Office of Language Acquisition (OLA) regarding English Learner (EL) Education criteria. Historically, ELs have not been a significant percentage of Valley Collaborative enrollment. Currently, Valley has 4 enrolled students who have been identified by their sending district with EL status. Given the complexities of needs for Valley enrolled students, there are instances where it is difficult to determine whether a student's language needs are based on disability or due to English as their second language. Three of the four Valley enrolled EL students require the alternative assessment to ACCESS due to their disabilities.

As an out of district placement, Valley Collaborative coordinates with the LEA to ensure all students receive their entitled services. In response to our upcoming EL Review by the DESE's OLA, Valley needs to adopt the attached English Language Education Guidelines to ensure all parties are aware of their respective responsibilities. These guidelines will also be used as a training tool for Valley staff.

Required Action:

Vote to approve the English Language Education Guidelines

Attachments:

English Language Education Guidelines

VALLEY COLLABORATIVE



English Language Education Guidelines

This 2021 Valley Collaborative Guidance Document was framed and built upon the generously shared work of North River Collaborative as well as two pertinent guiding documents provided by the Massachusetts Department of Education entitled; *Guidance on Identification, Assessment, Placement and Reclassification of English Language Learners* (MDESE, January 2019) and *Guidance for Supporting English Learners with Disabilities* (MDESE February 2019), Additional supporting data and documentation was found within the ELE Compliance for Collaboratives (MOEC presentation October 2017). Valley Collaborative would like to thank Clarice M Doliber and Stephen Donovan for graciously sharing North River Collaborative's guidelines and providing permission for Valley to adopt in part and in full.

Statement of Non-Discrimination

Valley Collaborative is committed to maintaining a work and learning environment free from discrimination on the basis of race, color, religion, national origin, pregnancy, sex, gender identity, sexual orientation, marital/civil union status, ancestry, place of birth, age, citizenship status, veteran status, political affiliation, genetic information, disability, limited English speaking ability, or homelessness, as defined by state and federal laws. Additionally, we prohibit retaliation against individuals who oppose such discrimination and harassment or who participate in an equal opportunity investigation.

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INTRODUCTION AND BACKGROUND

As a special education collaborative, Valley delivers instruction based on each student's individual and unique needs. In addition to the students' special education needs, Valley Collaborative is committed to providing English language learners (ELLs) or English learners (ELs) with the opportunity to become proficient in English and provide them with full access to the curriculum. Some students do not have a strong base of literacy or fluency in their first language and need to develop essential skills in listening, speaking, reading, and writing in English. As an educational collaborative with a low number of enrolled ELs, in order to accomplish these goals, English learners will receive sheltered English instruction (SEI) in classrooms in accordance with state and federal laws. Valley Collaborative students designated as EL will be educated in a culturally and linguistically responsive teaching program consistent with their level of English language proficiency, academic and special education needs.

Federal and state law requires proper identification and annual language proficiency assessment of students whose first language is not English or who struggle to complete ordinary classroom work in English (G.L. c. 71A; Title III of the *No Child Left Behind Act* - *NCLB*). The law and its successor, the *Every Student Succeeds Act of 2016* (ESSA), also requires that students identified as ELs (also referred to as "students with limited English proficiency," or "LEP students" in federal laws and guidance, and "English learner" in state law) are provided with opportunities to receive instruction that is appropriate for their individual language proficiency level, allows them to develop English language proficiency, and affords them equal access to rigorous content area instruction and academic achievement alongside their native English speaking peers. In Massachusetts this means that, with limited exceptions, districts and collaboratives are required to provide ELs SEI instruction until they are proficient in English. SEI consists of both sheltered content area instruction and English as a Second Language (ESL) instruction. Once proficient in English, ELs are to be exited from language programs (G.L. c. 71A § 4) and monitored for a period of four years.

In 2012, the Massachusetts Board of Elementary and Secondary Education adopted new regulations and launched an initiative to improve the academic achievement of ELs and close the persistent proficiency gaps between ELs and their English proficient peers. Three major components of the Rethinking Equity and Teaching for English Language Learners (<http://www.doe.mass.edu/retell/>) initiative were designed, in tandem, to strengthen teaching and learning for ELs: 1) required professional development about sheltering content instruction and promoting language development for ELs (the SEI Endorsement and related courses for teachers and administrators), 2) a new set of English language development standards (the World-class Instructional Design and Assessment English Language Development standards – or WIDA ELD standards, and 3) an annual language proficiency assessment, Assessing Comprehension and Communication in English State to State for ELs (ACCESS for ELs).

This document will provide an overview of the program and regulations for Valley Collaborative.

WIDA Overview

In 2012, Massachusetts joined the WIDA (World Class Instructional Design and Assessment) consortium including over 32 states in the US to guide EL programs. Originally, this research effort that began in 2004 was a collaboration of Wisconsin, Illinois, Delaware and Arkansas (thus the acronym) but later purchased by corporate America to evolve into WIDA. The EL assessment is known as ACCESS 2.0.

WIDA Highlights:

- WIDA has a ‘Can Do’ philosophy with significant research background that believes that: “Every teacher is a teacher of language.” WIDA is content based and aligned with the Common Core standards.
- The four pillars of WIDA foundation are research-based language development principles, constructive academic language, theoretical foundations, and WIDA’s ‘Can Do’ philosophy.
- Academic language is the bridge. Content language is emphasized.
- Each grade will have a matrix for standards.
- The Model Performance Indicators (MPI) are the blueprint for instruction transformation.
- The Matrix will include knowledge associated with grade level and skills associated with that knowledge corresponding to Common Core Standards.
- The strands of the MPI will provide scaffolding for instruction (e.g. identifying, distinguishing, analyzing and drawing conclusions).
- Student-based assessments (ACCESS) will target language proficiency and academic language proficiency together.
- WIDA-ACCESS (ELL testing) is 15% listening, 35% reading, 35% writing, and 15% speaking.
- ACCESS will provide raw scores, scaled scores, proficiency scores, reports for parents/guardians and teachers, student roster, school frequency, and district frequency.

Overview Chart of the WIDA Proficiency Levels

	Level 1 Entering	Level 2 Beginning	Level 3 Developing	Level 4 Expanding	Level 5 Bridging	Level 6 Reading
LISTENING	<ul style="list-style-type: none"> Point to stated pictures, words, phrases Follow one-step oral directions Match oral statements to objects, figures or illustrations 	<ul style="list-style-type: none"> Sort pictures, objects according to oral instructions Follow two-step oral directions Match information from oral descriptions to objects, illustrations 	<ul style="list-style-type: none"> Locate, select, order information from oral descriptions Follow multi-step oral directions Categorize or sequence oral information using pictures, objects 	<ul style="list-style-type: none"> Compare/contrast functions, relationships from oral information Analyze and apply oral information Identify cause and effect from oral discourse 	<ul style="list-style-type: none"> Draw conclusions from oral information Construct models based on oral discourse Make connections from oral discourse 	
SPEAKING	<ul style="list-style-type: none"> Name objects, people, pictures Answer WH- (who, what, when, where, which) questions 	<ul style="list-style-type: none"> Ask WH- questions Describe pictures, events, objects, people Restate facts 	<ul style="list-style-type: none"> Formulate hypotheses, make predictions Describe processes, procedures Retell stories or events 	<ul style="list-style-type: none"> Discuss stories, issues, concepts Give speeches, oral reports Offer creative solutions to issues, problems 	<ul style="list-style-type: none"> Engage in debates Explain phenomena, give examples and justify responses Express and defend points of view 	
READING	<ul style="list-style-type: none"> Match icons and symbols to words, phrases or environmental print Identify concepts about print and text features 	<ul style="list-style-type: none"> Locate and classify information Identify facts and explicit messages Select language patterns associated with facts 	<ul style="list-style-type: none"> Sequence pictures, events, processes Identify main ideas Use context clues to determine meaning of words 	<ul style="list-style-type: none"> Interpret information or data Find details that support main ideas Identify word families, figures of speech 	<ul style="list-style-type: none"> Conduct research to glean information from multiple sources Draw conclusions from explicit and implicit text 	
WRITING	<ul style="list-style-type: none"> Label objects, pictures, diagrams Draw in response to a prompt Produce icons, symbols, words, phrases to convey messages 	<ul style="list-style-type: none"> Make lists Produce drawings, phrases, short sentences, notes Give information requested from oral or written directions 	<ul style="list-style-type: none"> Produce bare-bones expository or narrative texts Compare/contrast information Describe events, people, processes, procedures 	<ul style="list-style-type: none"> Summarize information from graphics or notes Edit and revise writing Create original ideas or detailed responses 	<ul style="list-style-type: none"> Apply information to new contexts React to multiple genres and discourses Author multiple forms/ genres of writing 	

Common Acronyms and Terms

ELL or EL	English Language Learner or English Learner
ESL	English as a Second Language
LEP	Limited English Proficient - students who have a non-English language background
FEL	Former English Learner
LAT	Language Assessment Team (NRC program team and EL teacher)
Low Incidence	Fewer than twenty LEP students of one language group
High Incidence	Program usually having 20 or more of one language group enrolled in a school district or schools
Integration	In the context of Chapter 71 A, integration means students receiving services are engaged in meaningful learning activities with their peers
SEI	Sheltered English Immersion – a program model whereby instruction and materials are in English and utilize sheltered instruction techniques.
ELD	English Language Development – a methodology through which the development of language and academic content skills are promoted simultaneously and may utilize native language for clarification purposes.
MA SIMS Classification	Massachusetts Student Information Management System classification. Students requiring services are labeled as LEP, students who no longer receive EL services are coded as FEL.
Native Language	First language of the learner
SLIFE	Students with Limited or Interrupted Formal Education
WIDA	A consortium of 40 states that provides curriculum frameworks, assessment, and English language proficiency standards for ELs. The WIDA ELD standards promote academic language development for ELs in four core content areas: language arts, mathematics, science, and social studies, and thereby facilitate students' success in school. The standards promote a collaborative instructional approach in which EL and content area teachers work together to promote ELs' language development throughout the school day – thus maximizing language and content area learning.
ACCESS	Assessing Comprehension and Communication in English State-to-State for English Language Learners - a secure large-scale English language proficiency assessment given to K-12 students who have been identified as English learners (ELs).
RETELL	Rethinking Equity and Teaching English for English Language Learners. RETELL brings a systemic approach that combines professional development in Sheltered English Immersion (SEI) for educators and a new set of English language development standards and assessments for ELLs.

STEP-BY-STEP PROCEDURES FOR INITIAL PLACEMENT

Below you will find an overview chart of the step-by step process along with explicit details and directions for each step. Following that is a graphic representation in the form of a flowchart.

Overview

	Accomplished By	Task	Deadline
STEP 1: Registration of new student	Sending District Administration	Obtain Home Language Survey. If language other than English is spoken at home, interview parents for language skills and contact EL teacher.	To be included in referral paperwork and necessary for enrollment in Valley program
STEP 2: Assessment	EL Teacher provided by district	Assess language proficiency using WIDA Screener for K-12 or Pre-LAS for Pre-K. If FEL, identify need to monitor.	Within 10 days of enrollment in Valley program
STEP 3: Placement	Valley Program Team, Out of District Coordinator and District EL Teacher	Review prior student records, interview parent/guardian, review assessment results. Determine placement in SEI classroom and EL support. If EL, develop learning plan using ACCESS, WIDA Screener, IEP MCAS and any other relevant assessments that are available. Information gathered from parent/guardian, teacher, and student should also be considered.	No later than 5 days after language assessment
STEP 4: Notification of Parents	District EL teacher or Sending District Administration	Notify parents in writing of program, options, and rights.	No later than 30 days after the beginning of the school year or 2 weeks during the school year
STEP 5: Code all students	Sending District's Data and Compliance Specialist	Code students in SIMS as appropriate.	October, March, June
ANNUALLY: Assessment of language proficiency. Review/Reassignment of EL Designation	District EL Teacher and Valley Team	Administer ACCESS in January. Review ACCESS, MCAS, report cards, writing samples, and IEP progress.	October or June of each year
AS NEEDED: Monitor Success in Special Education Placement	District EL Teacher and Valley Team	Review classroom performance, MCAS	Once designate FEL, monitor student for 4 years.

Procedure Details

STEP 1: Administer a Home Language Survey

At the time of admission to a Valley Program, the sending district **MUST** provide the Home Language Survey (HLS). All parent(s)/guardian will be asked to complete the HLS (online or district specific form; other languages are available at <http://www.doe.mass.edu/ell/hlsurvey/>). If the HLS shows that the student's language exposure is all English, the original form will be placed in the student's cumulative folder. If the Home Language Survey indicates a language other than or in addition to English is spoken at home, interview the parent/guardian about the student's academic and language background, determine if the student has already been assessed to determine EL status, and a copy will be forwarded to the Valley Program. The sending district EL teacher will then assess the student's EL needs within 10 days. If the student was a Former English Learner (FEL) in their prior school, the student must be monitored for the balance of the four-year monitoring period.

STEP 2: Assess the Student using WIDA-Screener, WIDA-APT, or Pre-LAS

An EL teacher assesses the new student using the WIDA- Screener or WIDA-MODEL for 1-12, WIDA-APT for Kindergarten, or Pre-LAS or Pre-IPT for Pre-K upon entry into the sending school district. A screening test is not necessary for students who come from a MA district or a WIDA state if the collaborative is provided ACCESS results from the last calendar year from the sending district. For special education students, it is important to note that to measure a student's ELP and not the impact of a disability.

Regardless of whether a student was identified as an EL in Pre-K, all potential ELs in Kindergarten must be screened using a WIDA screener. If a student previously identified as an EL in Pre-K exceeds the cutoff score for identification as an EL in Kindergarten (as noted in *Guidance on Identification, Assessment, Placement and Reclassification of English Language Learners*, MDESE, January 2019), then that student will be considered a non-EL, but must be monitored for four full school years from the time of the Kindergarten screening.

STEP 3: Determine EL of Non-EL Status and Make Placement Decisions

Using the results of the language screening assessment and other pertinent information and assessments, the Valley program team along with the district EL teacher and sending district administration will determine whether the student is an EL. Because each screening assessment will have different "cut scores" for determining English language proficiency, interpretation of the screening assessment scores and subsequent decision about whether a student is an EL should be made by a licensed EL teacher or administrator trained to interpret the specific screening test used. When determining whether a student should enter the EL Program and receive services from a certified EL teacher, the test scores identified in the *Guidance on Identification, Assessment, Placement and Reclassification of English Language Learners* (MDESE, January 2019) are used as a guideline. If it is determined that the student is an English Learner, the sending district will report the student as such to Valley and the district will also report this to DESE.

A student identified as an EL after a language screening assessment should be placed in a language program that will provide sheltered content area instruction in English and English language instruction appropriate for the student's level of English language proficiency unless the student's parent chooses to "opt out" of such language programs or requests a waiver (refer to section III: District Waiver and Opting Out Procedure for EL Students for details).

When targeted English language instruction is indicated, the sending district will be required to provide an EL teacher to meet the student's language and literacy needs. Targeted

language instruction may range from 30 minutes a week for bridging students to eight or more hours a week for beginning students.

Copies of the scores, recommendations and parent notifications will be placed into the student's files in both the collaborative and the sending school district.

Although students who are ELs that attend Valley Collaborative special education programs have a disability and qualify for special education services, it is important to note that language development programming and special education programming are not mutually exclusive. All ELs must receive all supports, resources, and programming for which they are eligible. In other words, ELs are eligible for special education services if they meet IEP eligibility criteria and, conversely, students with a disability are eligible for ELE programming if they are ELs.

STEP 4: Notify Parents and/or Guardians

Parents will be notified by the sending district in writing about the screening results and placement decisions (EL and/or SEI) within 30 days after the beginning of the school year or within two weeks if the student enrolls in the school district during the school year. This letter will also provide information about requesting a waiver for an alternate placement or opting out of EL services. If needed, these letters will be in the parent's native language (See <http://www.doe.mass.edu/ell/resources.html>).

Massachusetts law requires districts to inform parents of their rights to "opt out" of language programs or to request a waiver from the state mandated SEI program model. Please refer to section III: District Waiver and Opting Out Procedure for EL Students for details.

STEP 5: Code All Students Determined to be ELs Correctly in the SIMS Data Collection

The sending district will report any changes in coding to Valley Collaborative. Should Valley obtain any information about changes in coding, Valley will report these changes to the sending district.

ANNUALLY: Assess language proficiency using ACCESS.

ACCESS for ELs tests are administered once annually in January/February to all EL students in grades K–12. ACCESS will provide raw scores, scaled scores, proficiency scores, reports for parents and teachers, student roster, school frequency, and district frequency.

AS NEEDED: Review/Reassignment of EL Designation

The Valley team, in conjunction with the district EL teacher, will review MCAS and ACCESS scores, report cards (if applicable), writing samples and IEP progress reports each year. School-based teams must also consider other relevant data to determine whether students can perform ordinary classroom work in English, and whether such students should exit the ELE program. The chart on page 7 of the *Guidance on Placement, Progress-Monitoring and Reclassification of English Language Learners* (MDESE, January 2019) provides the most recent re-classification ACCESS score and other relevant data guidelines. These guidelines are updated almost yearly, so please check the DESE website for the most up to date Guidance document.

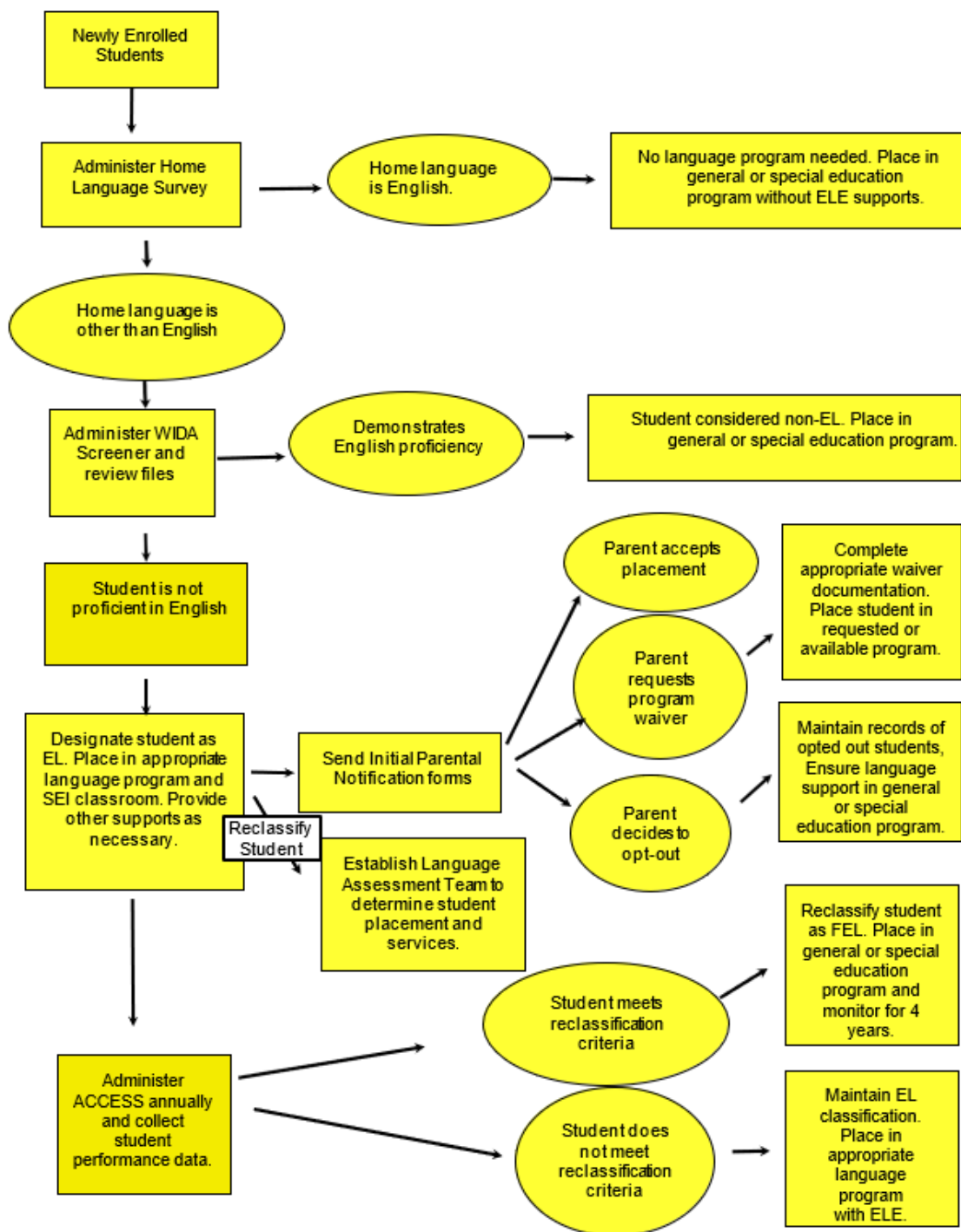
After evaluating the available student data, if the Valley team in conjunction with the EL teacher determines there is sufficient evidence of a student's English language proficiency and the ability to perform ordinary classroom work in English without significant instructional support, the team should remove the EL classification and change the student's language proficiency status to FEL. The EL teacher should notify the district of the change for the next SIMS district report. Once exited from the EL program, the student will be monitored for four years through regularly scheduled student progress meetings with results

noted on district monitoring form and placed in the student's files at both Valley Collaborative and in the sending district.

If any student classified as a FEL fails to make academic progress, as measured by IEP progress, grades and content area or other assessments, then the Valley team will consult with the district EL teacher to determine if the lack of progress is due to lack of English proficiency and if the student should be re-classified as an EL student and ELE services provided. The EL teacher, in conjunction with the program team, will document the basis for the reentry, notify the student's parents and obtain the parent's consent to such reentry.

For more information about Els with disabilities, Valley Collaborative program teams should consult DESE's Guidance for Supporting English Learners with Disabilities (<http://www.doe.mass.edu/ele/disability.html>).

EL Program Flowchart



DISTRICT WAIVER AND OPTING OUT PROCEDURES FOR EL STUDENTS

General Laws Chapter 71A requires that publicly-funded students in Massachusetts who are LEP be instructed through the use of SEI, unless the student wishes to opt out and be placed in a general classroom not tailored for English learners. English learners who wish to participate in a transitional bilingual program or receive some other type of language support may not do so unless they have received a waiver from the requirements of G.L. c.71A.

Opting Out Procedure

Parents may notify the district or collaborative of their wish to have their child opt out of the EL program. The district and collaborative require that a parent or guardian schedule a meeting with the EL District Liaison and EL staff in order to exercise this option. The appropriate district form must be signed by the parents. Parents of children under 10 may opt out even if that student has not been enrolled in an EL classroom for 30 days.

In such cases, the district must inform the parent of the services the child would have received if enrolled in the district or collaborative's language programs, as well as the type of support that will be provided to the student if the parent decides to opt out. If parents of ELs decide to opt out of language programs, since the student is already in an out-of-district placement, student will continue with placement but will not receive additional targeted English language instruction from an EL teacher. Valley Collaborative and the sending district should maintain appropriate documentation of the parent opt out notice in the student's file. However, federal and state law requires that collaborative, provide instructional support to ensure *all* ELs, including those whose parent(s) have chosen to opt out of language programs, have access to the curriculum and meet the same academic standards as their native English speaking peers (Title VI of the Civil Rights Act of 1964; Equal Educational Opportunities Act of 1974, 20 USC §1703(f); G.L. c. 71A § 7). Districts and collaboratives are also required to annually assess the language proficiency of all EL students. Therefore, in practice, a parent's choice to opt out means their child will not receive separate EL instruction focused on language development, but the district and Valley Collaborative still must ensure that it continues to meet the student's English-language and academic needs. For example, Valley Collaborative could place such students in classrooms where they receive sheltered content area instruction with a teacher qualified to teach ELs, provide additional literacy and language support, or establish structured opportunities for the students' content area teachers to plan content area instruction in collaboration with a licensed EL teacher. Valley Collaborative must also keep a record of how such students are provided meaningful access to the curriculum and how such students are progressing academically. Finally, EL students who are no longer participating in any language program ("opted out") must still be classified as EL in the district reports and participate in the state's annual language proficiency assessment, ACCESS for ELs. Parents must be notified of their child's participation in such assessments, as well as assessment results. Parents will also be notified annually of the plan to meet the English language

learning needs of their child if English language proficiency assessments indicate their student is not yet proficient. Parents and Legal Guardians have the right to change their decision to opt out of ELE services and request their EL enter into an ELE program at any time.

Waiver Procedure

In accordance with DESE district guidance, parents may also request a program waiver to allow their child to attend a different program from the state-mandated sheltered English immersion program model (G.L. c. 71A § 5). Such waivers may be considered based on parent request, providing the parent annually visits the school and provides written informed consent. Parents must be informed of their right to apply for a waiver and provided with program descriptions in a language they can understand. This procedure would be completed in consultation with the sending district's EL teacher using the district's process and forms.

For students under the age of 10: With parental consent, waivers are allowed under all the following conditions:

1. The student has been placed in an EL classroom for at least 30 days prior to the parent's application for a waiver.
2. Documentation by school officials in no less than 250 words that the student has special and individual physical or psychological needs, separate from lack of English proficiency, that require an alternative course of educational study and inclusion of such documentation in the student's permanent school record.
3. Authorizing signatures on the waiver application of both the school superintendent and/or Executive Director and the school principal and/or Valley Collaborative Program Coordinator.

For students over the age of 10: With parental consent, waivers are allowed when it is the informed belief of the school principal/Program Coordinator and educational staff that an alternate course of educational study would be better for the student's overall educational progress and rapid acquisition of English language skills.

STUDENT ASSESSMENTS

The assessment results from any of the instruments indicated below are to be used as resources and guides by the EL team when making entry or exit into programs. Results of district, state, and school-based assessments are used to provide additional information on the academic performance of the student. Since most students attending Valley Collaborative have individualized learning needs, assessments may need to be modified and/or results analyzed with the student's special learning needs considered by the Team.

Descriptions of Assessments

State and federal laws require that EL students participate in statewide testing. Massachusetts students will meet the testing requirements by participating in both the

ACCESS for ELs tests and Massachusetts Comprehensive Assessment System (MCAS) or the Alternate versions of these assessments.

ACCESS for ELs

EL students must be assessed annually to measure their English language proficiency and progress in learning English in the four domains of reading, writing, listening, and speaking. Students in grades K–12 who are identified as EL/LEP **must participate** in ACCESS for ELs testing or the Alternate ACCESS for ELs for their grade, as follows:

- students who were reported as EL/LEP in October SIMS AND
- students who enroll in school after the October SIMS submission and prior to January who will be reported as EL/LEP in the March SIMS.

Principals/Testing Coordinators should review the information found at the following link for details on test-ordering, participation, accommodations, etc.:

<http://www.doe.mass.edu/mcas/access/>.

A very small number of EL students are *not* required to participate in ACCESS for ELs tests, as described on the next page:

Students Not Required to Participate in Some or All of the ACCESS for ELs test

- EL students reported as LEP in October SIMS who have **exited LEP (EL) status** before the beginning of the testing window (i.e., before January). **Note:** The “LEP” designation for students who exit ELL status prior to testing **must be removed** in the district’s March SIMS submission.
- If a student meets the criteria to receive the ELA read-aloud special access/nonstandard accommodation and this is already listed in the IEP or 504 plan, the student must take Listening, Speaking, and Writing, but *not the* Reading test. The school *may* administer the Reading test to the student, at their discretion, to receive an overall score and proficiency level.
- EL students whose primary disability is reported as “deaf” must take the Reading and Writing tests, but *not* the Listening and Speaking tests.
- EL students whose primary disability is reported as “blind” must take the Braille version of the Reading and the Writing tests, but *not* the Listening and Speaking tests.
- EL students in Kindergarten with significant disabilities do not participate in the Alternate ACCESS for ELs—only students in grades 1–12.
- EL students with significant cognitive disabilities who are designated for MCAS-Alt, or are in grades 1 or 2 and would be likely to take MCAS-Alt in the future, do not take standard ACCESS tests, but participate instead in the **Alternate ACCESS for ELs**.

Massachusetts Comprehensive Assessment System (MCAS)

General Participation Requirements

EL students must participate in all MCAS tests scheduled for their grades regardless of the language program and services they are receiving or the amount of time they have been in the United States. The only exception applies to first year EL students who enrolled in U.S. schools after the March SIMS submission for the prior year. Schools have the option of administering ELA tests to first-year EL students provided they have also participated in ACCESS for ELs testing. First-year EL students must participate in MCAS Mathematics and Science and Technology/Engineering tests, but results will be reported only for diagnostic purposes and will not be included in school and district summary results or in state and federal accountability reporting. Details about participation should be reviewed yearly by Principals/Coordinators at <http://www.doe.mass.edu/mcas/participation.html>.

Use of Bilingual Word-to-Word Dictionaries and Glossaries by EL Students on MCAS

Any EL student, including students who have been identified as ELL at any time in the past, may use an authorized bilingual word-to-word dictionary and/or glossary on the following MCAS tests: ELA—authorized word-to-word dictionary (if available), Mathematics—authorized word-to-word dictionary and glossary (if available), Science and Technology/Engineering—authorized word-to-word dictionary and glossary (if available).

Dictionary use for MCAS testing is strictly limited to those that provide word-to-word translations. Dictionaries that include definitions, synonyms, antonyms, phrases, and other information are strictly prohibited. A list of authorized bilingual dictionaries and glossaries is available on the Department’s website. Students for whom use of a bilingual Word-to-

Word Dictionary or Glossary is recommended, should have practice in the use of such dictionaries or glossaries throughout the year, not just on the day of MCAS administration.

THE EDUCATIONAL PROGRAM

Depending upon the assessment results, students may receive English Language Development lessons in addition to being placed in a Valley Collaborative classroom using Sheltered English Immersion

EL Program Overview and Curriculum Resources

The sending district EL teacher and Valley team will develop individual student learning goals and will review these each year to accommodate the needs of EL students requiring services. Language proficiency levels will be determined from assessments, student work samples, and recommendations from EL and classroom teacher(s). The EL teacher will consult with the Valley team to prepare the instructional program for each student. Instruction will focus on reading, writing, listening, speaking, vocabulary development, study skills, and cultural orientation. A combination of push-in and pull-out services will be offered depending on the proficiency and needs of the student. The curriculum is researched-based, focuses on language acquisition, and develops the student's ability to develop academic language and achieve academic standards.

The collaborative ensures that ELs are taught to the same academic standards and curriculum as all students and provides the same opportunities to master such standards as other students. The Collaborative uses grade appropriate content objectives for ELs that are based on the Collaborative curricula in English language arts, history, social science, mathematics, and science and technology/engineering, taught by qualified staff members.

EL Student folders will be maintained by the Collaborative with assistance from the EL teacher. Each folder has a checklist that the teacher(s) use(s) to document the collection of student data, report cards, progress reports, and parent communication.

EL Program Scheduling Guidelines

The following DESE guidelines for EL instruction along with the student's special education needs should be considered when planning instructional times.

	English Language (EL)	Content Classes
WIDA Levels 1, 2, 3 (ACCESS scores 1.0-2.4)	Two or three periods (a period is 45 minutes) per day of direct EL instruction, delivered by a licensed ESL teacher.	Other hours as available outside of EL instruction, delivered by a teacher qualified to teach ELLs and licensed in the appropriate content area or special education.
WIDA Levels 3, 4, 5, 6 (ACCESS scores 2.5 and higher)	One period (a period is 45 minutes) per day of direct EL instruction, delivered by a licensed ESL teacher.	Other hours as available outside of EL instruction, delivered by a teacher qualified to teach ELs and licensed in the appropriate content area or special education.

The EL program in Valley Collaborative uses WIDA's English Language Development Standards and the Massachusetts Curriculum Frameworks. EL is language driven, but draws from general education content as well as the student's specific IEP documented needs as the vehicles for language development within a sociocultural context. Language functions and forms targeted during EL instruction are taught within rich, contextualized, and meaningful contexts.

The EL program in Valley Collaborative focuses on:

- 1.) **Vocabulary Development for Social and Academic Purposes:** A rich and varied vocabulary is a key predictor of academic success. Our goal is to have ELs have both full receptive and productive knowledge of new words from their content courses as well as key academic words and terms that will travel across contents (e.g., the language of *cause & effect*). Students will learn and practice vocabulary words in meaningful contexts, and they will read, write, hear, and speak them in small group settings.
Resources include academic content, various texts and reading resources, sentence frames, picture dictionaries, picture cards, vocabulary games, and supplemental and level-appropriate reading materials.
- 2.) **Oral Language Development.** Oral language often precedes writing development. Our goal is to help students communicate with competence, listen for oral cues, get their ideas across, advocate for themselves, and take an active role in their school and social life. Students should be able to work competently in small and whole group settings to discuss, compare, opine, analyze, identify, collaborate, etc. in English. Key resources and strategies include vocabulary building activities,

modeling, roleplaying, teaching the language of collaboration, using online listening resources, building and activating background knowledge and useful word lists, using small group settings to decrease the affective filter, providing opportunities and models for listening and sharing, and instructing in cultural and school norms. The development of oral language is an important part in the development of reading and writing skills.

- 3.) **Reading and Writing Skill Development.** Our students come to Valley Collaborative with a wide range of literacy skills, and our aim is to provide the sound, symbol, phonics, vocabulary, reading, and thinking skills necessary to read and write across the curriculum. EL reading instruction focuses on vocabulary development and comprehension at the word, sentence, paragraph, and essay level, and when needed, the sound system and fundamental literacy skills for the English language. Active reading strategy instruction is integrated to give learners the skills they need across the curriculum. Reading materials include leveled readers, EL reading texts, *Reading A-Z*, novels, core texts, etc. Writing instruction and practice is also a key part of the EL curriculum. ELs practice the writing process and get explicit instruction in the vocabulary and grammar needed to write clear sentences and well-organized paragraphs to make a claim and support their ideas with evidence and analysis. Students aim to increase and improve their vocabulary usage, sentence complexity, organization, syntax, and range of writing. Students are taught to write for different purposes, including narrative, comparing, giving opinions, clarifying, describing a process, and summarizing. Grammar is provided and practiced in context. Writing instruction is integrated with reading, speaking, and listening skills. Some curriculum materials in use include *Writing Workshop and Lalilo*, graphic organizers with sentence or paragraph frames, and other editing and revising strategies.

Sheltered English Instruction Summary

Valley Collaborative utilizes the research-based Structured English Immersion model to meet the instructional and content needs of EL students. In this model, the special education teacher provides instructional strategies and differentiation to meet the language and literacy needs of the students. All current Valley Collaborative teachers are trained in SEI strategies:-

MONITORING PROGRESS OF EL STUDENTS

Each EL student will be evaluated annually for English proficiency and content skills using the WIDA ACCESS testing system, or alternate ACCESS if indicated. All ELL students will participate in the MCAS/MCAS Alt. testing appropriate to their grade levels. These results will be documented in the student's file and submitted to the EL teacher (if student is receiving services) who will document these in the EL folder. Copies of all results will be provided to the parents.

Students at Valley Collaborative are monitored quarterly for IEP progress. Students who have been identified as ELL with academic and language goals on their IEP, will have their

English language proficiency progress monitored simultaneous with their progress on their IEP. The IEP Team, in conjunction with the EL teacher, will gather information to summarize the student's progress in developing English language proficiency. For ELL students who only have social and/or behavioral goals on their IEP, the EL teacher, if one is providing instruction, will write a progress report to go home with each report card. In the case of a student whose parents/guardians have opted out of direct ELE instruction from an ELL teacher, the team will monitor the progress of the students EL development through the IEP process. If the student requires additional services beyond that provided by the IEP team to assist the student in meeting academic and linguistic needs, those supports will be identified and provided in consultation with an ELL teacher.

EXIT AND RECLASSIFICATION PROCEDURES

EL teachers use WIDA ACCESS results to determine whether a student should be exited. Students may be exited from the EL program when they have achieved an overall composite score on the ACCESS of a 4.2 or greater and a composite literacy score (reading and writing) at or above 3.9. Please refer to most recent DESE Guidance as recommended scores are sometimes adjusted.

EL teachers, in conjunction with the IEP Team, will also look at student MCAS scores. Report cards, student scores on locally administered academic assessments such as Benchmark Assessment System, SLEPs, Individualized Learning Plans, writing samples, classwork, and teacher input are also used.

When it has been determined that a student is proficient enough to be exited from the EL program, parents should be notified in writing of the reclassification.

MONITORING OF FEL STUDENTS

All students who have exited from the EL Program and reclassified as FEL (Former English Learner) will be monitored for satisfactory academic progress for at least four years. If necessary, these students may be re-identified as being LEP and re-entered into the EL program.

The district EL teacher will be responsible for coordinating the reclassification process. At least annually, the district EL teacher will meet with the IEP Team to determine if student is continuing to progress or having difficulty due to limited English proficiency. If a student is not progressing and is having difficulty due to limited English proficiency, the EL teacher should also observe the student in class. A student may be re-identified as being LEP after a meeting with the Coordinator, the EL teacher, IEP Team, and parents. One copy of each monitoring form will be filed in each student's file.

The following indicators will be used for monitoring purposes: IEP progress reports and report card grades (when applicable); MCAS results (when applicable); Individual Education Plans; teacher/IEP Team feedback and comments regarding areas of concern in different curriculum areas; counselors' input; interventions and instructional modifications

being used to ensure student success.

If a FEL student is re-designated as an LEP student, the LEP student will be educated in accordance with G.L.c.71a and will be immediately provided with the services and options required under state and federal law, including educating the student in SEI classrooms along with direct EL instruction as needed. Parents will be notified accordingly.

TRANSLATOR AND INTERPRETER INFORMATION

Parents whose primary language is not English, have the right to receive information in their primary language and are entitled to interpretive services for phone calls, meetings, or conferences.

Translation and interpretive services are the responsibility of the sending district as per 603 C.M.R. 28.07 (8).



Central Administration Office

25 Linnell Circle, Billerica MA 01821 * Tel: (978)528-7826 * <http://www.valleycollaborative.org>

MEMORANDUM

To: Valley Collaborative Board of Directors
From: Dr. Chris A. Scott, Executive Director
Dr. Lori Likis, Principal Consultant, Creative Coaching for School Improvement
Brian Mihalek, Assistant Principal, Valley Transitional Middle and High School
Karen Rowe, Transition Specialist
Date: June 10, 2021
Re: Valley Collaborative District 2-Year Bridge Improvement Plan Update

2020-2022 District Improvement Plan Summary – “Bridge Years”*

3.1 Strengthen Outreach and Two-Way Communication with Students and Families: Improve the use and effectiveness of the Aspen Family Portal

Staff training was completed at all school programs. Correspondence went out to families with detailed instructions on how to utilize the X2 Aspen Family Portal. The technology team reported that most of the questions from families resulted in the resetting of passwords; there have been no major issues or concerns reported. The Technology Department worked with the Principals to tailor each school’s portal to the needs of their school. Implementation of the Blackboard Mass Notification system is in progress. Blackboard Mass Notifications will be used for power outages or snow days, whereas school communications will go through the Aspen portal. In the next school year, teachers and principals will become more familiar with uploading documents and the technology department will launch the Blackboard Mass Notifications tool. Future functions could include utilizing Aspen for attendance, progress reports, classroom resources, health information, transcript information, discipline, assessment scores, student schedule, enrollment history, and classroom activity updates through the Aspen portal, all of which will be tailored by each Principal.

3.2 Ensure Valley Offers Programming that Meets Student Needs: Improve the use and effectiveness of the Referral System

The existing referral database was completely overhauled, expanded and modified to collect data related to the diagnosis and profiles of students being referred, programmatic information from sending districts, referral outcomes, and communication. The database was outfitted with tools for sorting and charting the data collected, which will enable Valley to evaluate and identify trends in order to anticipate programmatic needs as they develop. Additional updates include the ability to continuously add and update past referrals while maintaining a running record of current referrals. Data collected from the referral database will be analyzed on a yearly basis or throughout the year as needed.

*Before the Pandemic, Valley was originally working on a one year “Bridge Plan” but in March 2021, Valley was informed by DESE that we were entering into our Coordinated Program Review for the 2021-2022 school year. As a result, the ‘Bridge Plan’ has been extended for an additional year.

3.3 Support Student, Family, and Staff Sense of Belonging During the Pandemic: Administer Sense of Belonging survey in winter and spring and use data to improve stakeholders' experience

The third and final initiative for this year was to assess the level of support all students, families, and staff received during the pandemic through student, family, and staff surveys. The Student Survey was designed to target indicators including impressions of the culture, peer relations, policies and protocols that have been implemented to keep students safe, provide them access to technology, and identify areas that might need improvement. The Student Survey was administered from April 27th through May 10th and was completed by 237 of 379 students/individuals for a participation rate of 62.5%.

The Family Surveys were administered from May 3rd through May 14th. The survey was intended to gather feedback in the areas of safety, remote learning plans, communication, safety procedures, and their satisfaction related to progress. 106 Family Surveys were completed.

The Staff Surveys were administered from April 27th through May 10th and completed by 151 of 242 staff members, for a participation rate of 62.3%. The questions on the staff survey addressed indicators including culture, technology, impressions of policies and protocols that have been implemented, communication and support.

The Sense of Belonging Committee will review the survey results and analyze the survey data to identify strengths and areas of need in our programs. Results of the Sense of Belonging surveys will help guide our data-driven decision making process and assist us with implementing meaningful action plan recommendations.

3.4. Ensure Valley is a diverse, equitable, and inclusive organization: Develop a DEI (diversity, equity, inclusion) committee and plan.

This initiative is a new addition to the Bridge Plan for the 2021-22 school year. The DEI Committee will begin meeting in September 2021, with an initial focus on Valley staff. The Committee will create a DEI vision statement for the Collaborative, examine HR practices, and identify professional development recommendations that will support staff in building DEI skills and mindsets. After this first phase of work, the Committee will expand its focus to data, assessments, and student outcomes.

Required Action:

None

Attachments:

Surveys

6/2/2021

Sense of Belonging 2020-2021 Staff Survey

Sense of Belonging 2020-2021 Staff Survey

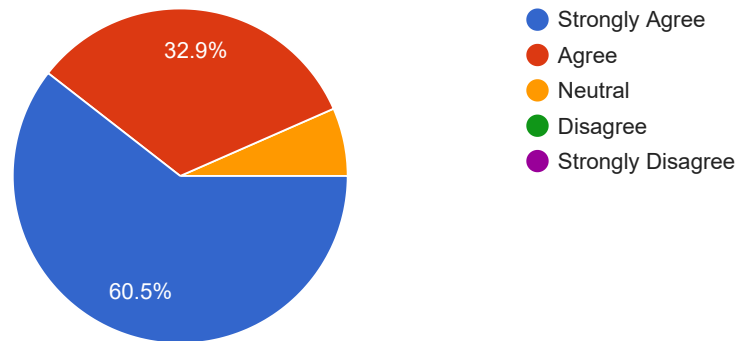
152 responses

[Publish analytics](#)

1) The principal/administrator promotes a culture that affirms and values individuals' cultural, linguistic, racial, gender and other identity differences.

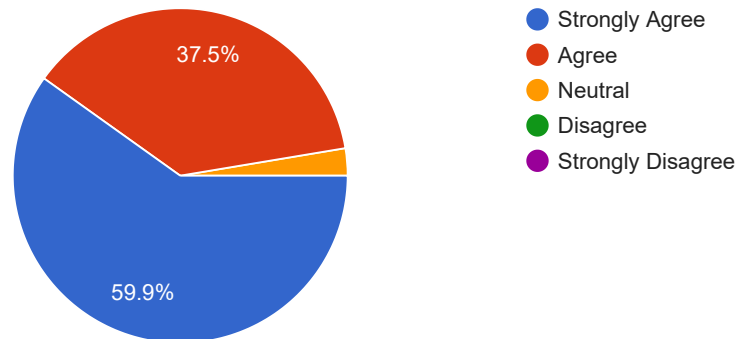


152 responses



2) The principal/administrator implements effective school-based programs that support students' social and emotional well-being.

152 responses

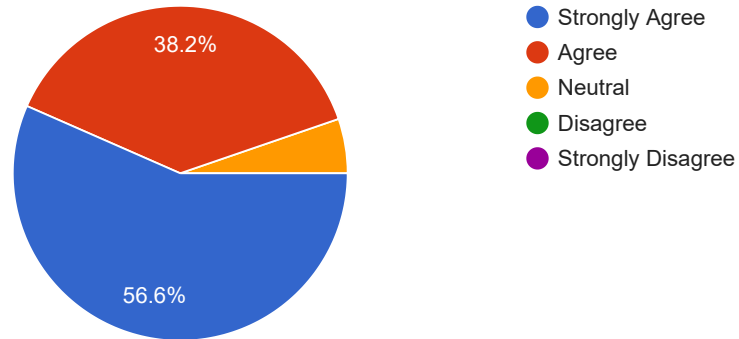


6/2/2021

Sense of Belonging 2020-2021 Staff Survey

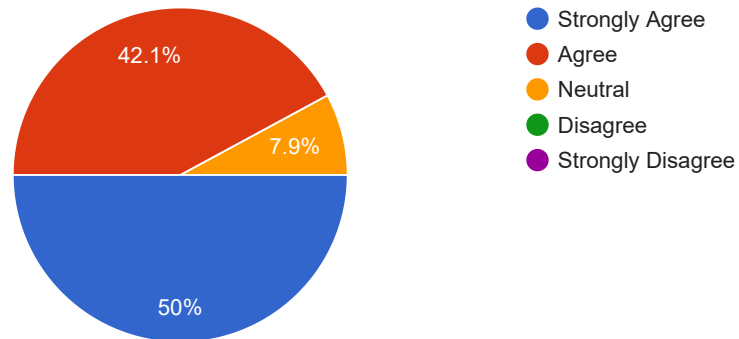
3) Teachers have access to digital and technology tools (e.g. learning management systems, teaching and learning apps) that cultivate a safe and supportive online learning environment for students.

152 responses



4) Teachers have access to the instructional resources needed to support students with different learning needs.

152 responses

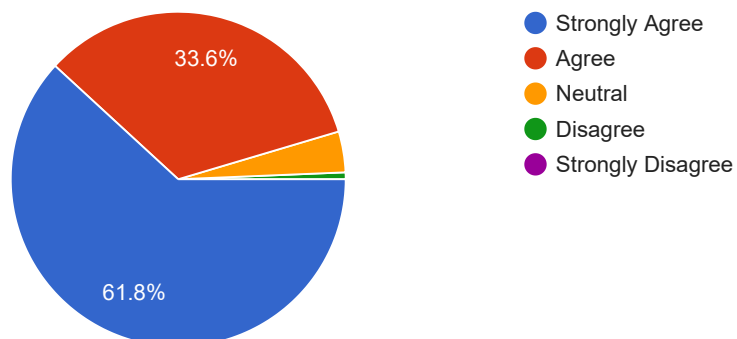


6/2/2021

Sense of Belonging 2020-2021 Staff Survey

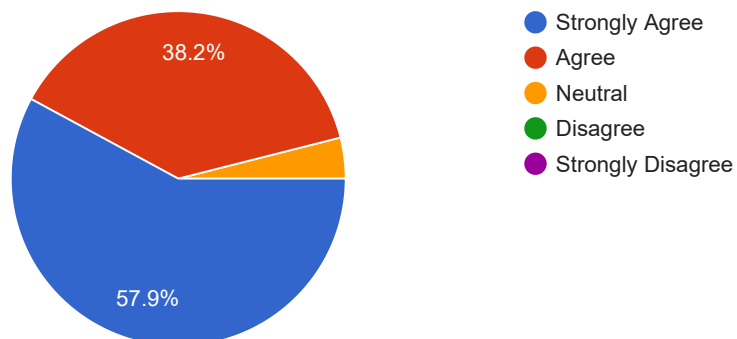
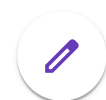
5) I feel Valley's administration implemented appropriate policies and procedures in order to keep students and staff safe while returning to in-person learning.

152 responses



6) Our building has systems (e.g. entry and dismissal routines, meals, class, transitions) in place to ensure that the school runs in a safe and efficient manner.

152 responses

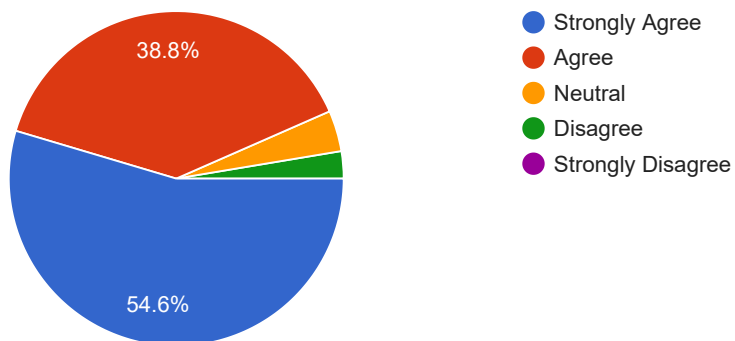


6/2/2021

Sense of Belonging 2020-2021 Staff Survey

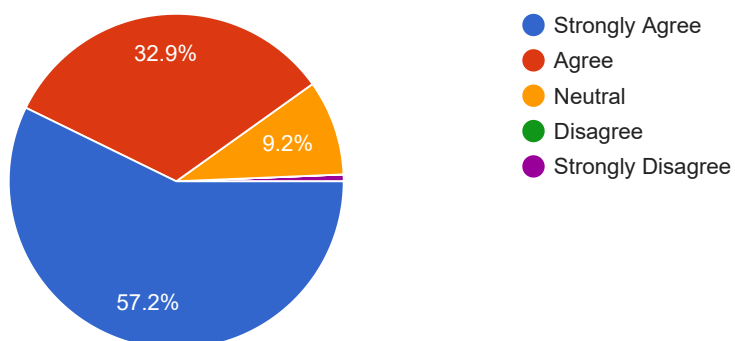
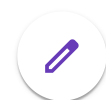
7) Our building administration provided clear and direct communication to you during this pandemic regarding closure, reopening, and protocols?

152 responses



8) Do you feel your building administration supported you during the pandemic?

152 responses

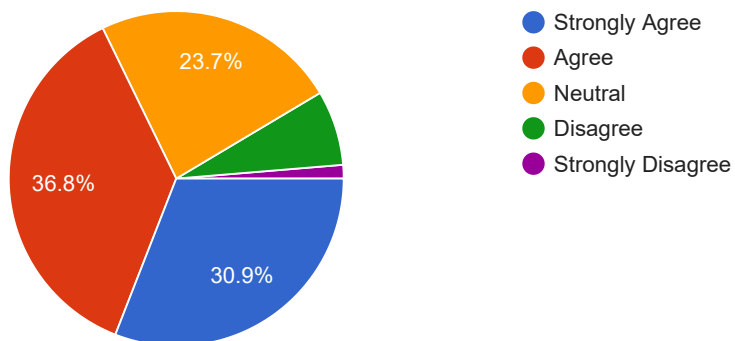


6/2/2021

Sense of Belonging 2020-2021 Staff Survey

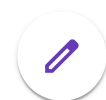
9) Did you receive targeted professional development to transition from in-person teaching to remote learning?

152 responses



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Google Forms



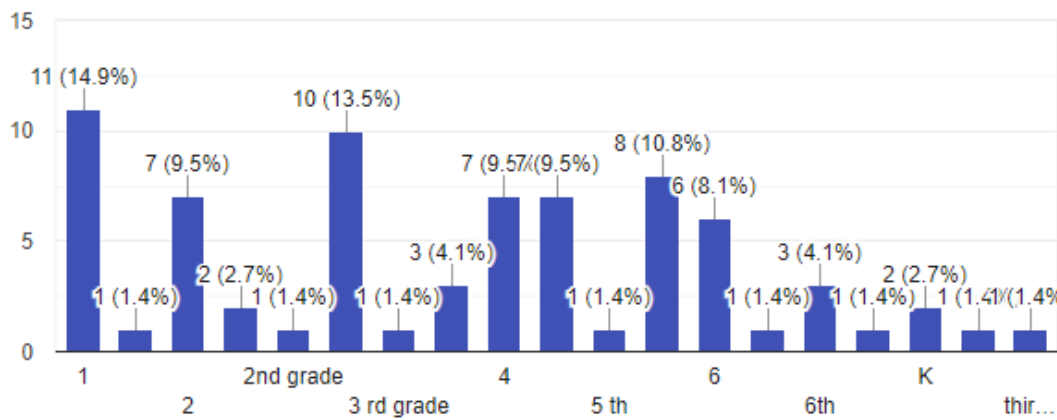
Sense of Belonging 2020-2021 Elementary School Student Survey

74 responses

1. What Grade are you in?

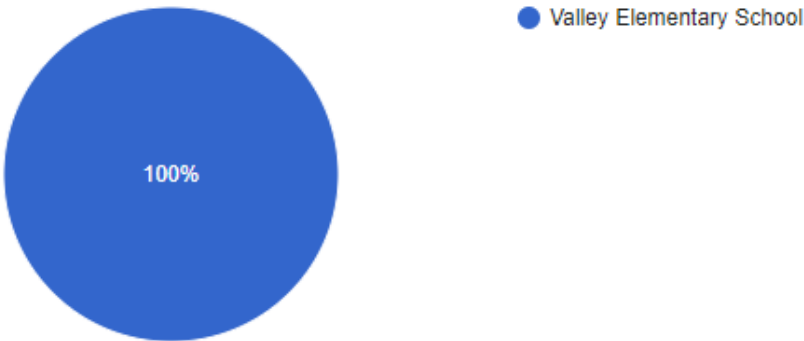


74 responses



2. What is your school program?

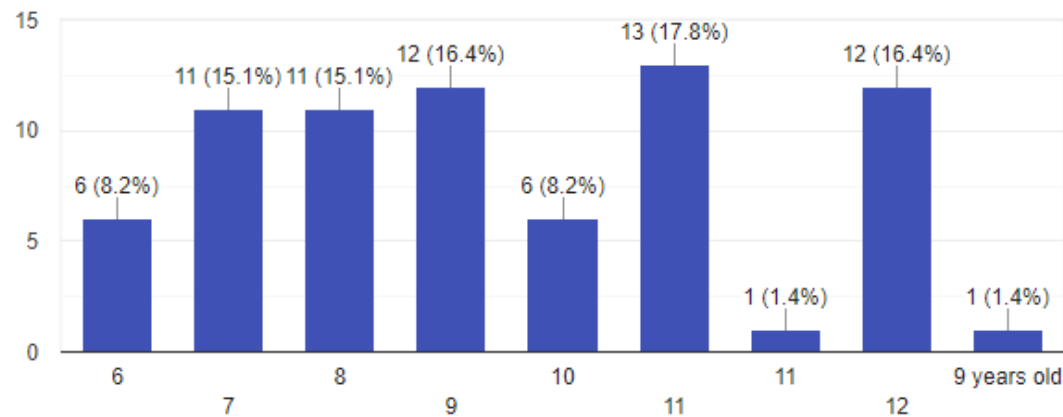
74 responses



3. How old are you?

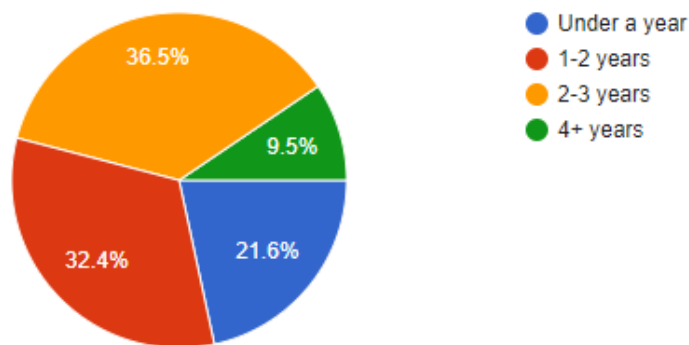


73 responses



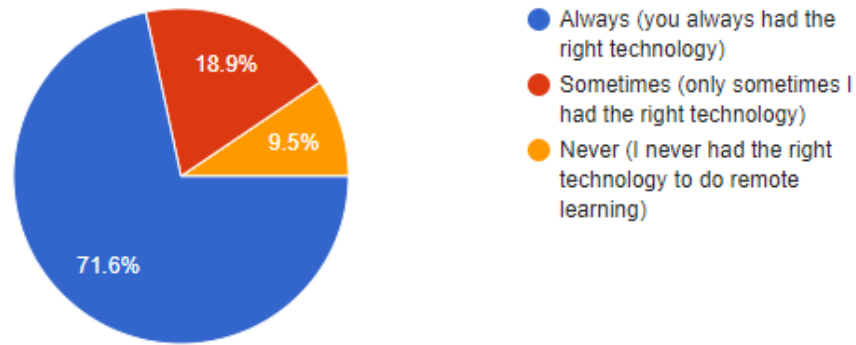
4. How long have you been a student at Valley?

74 responses



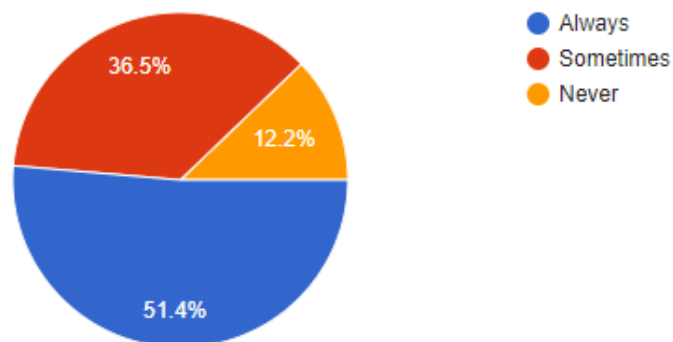
5. Did you have the appropriate technology to access your remote learning while you were home during the pandemic?

74 responses



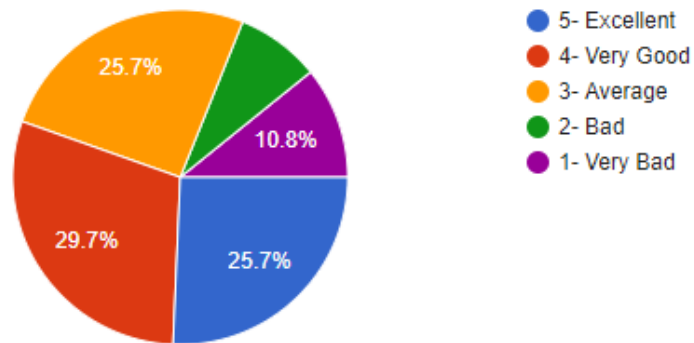
6. Did you continue to learn during the pandemic?

74 responses



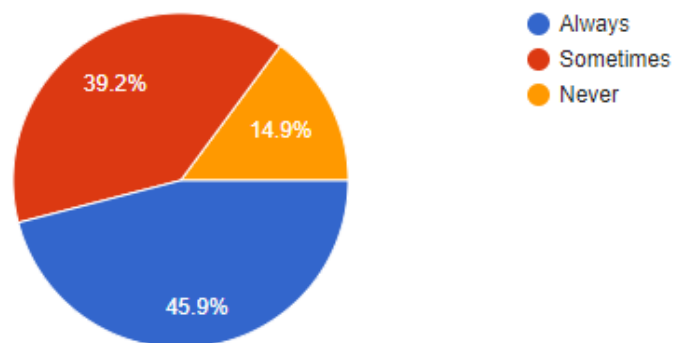
7. What did you think of the remote schedule that was provided to you from your staff? (1 very poor-5 excellent)

74 responses



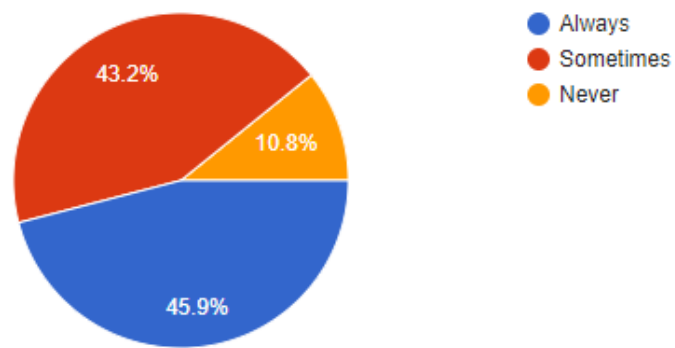
8. During the pandemic, did you feel your staff told you updates about what was happening with your programming?

74 responses



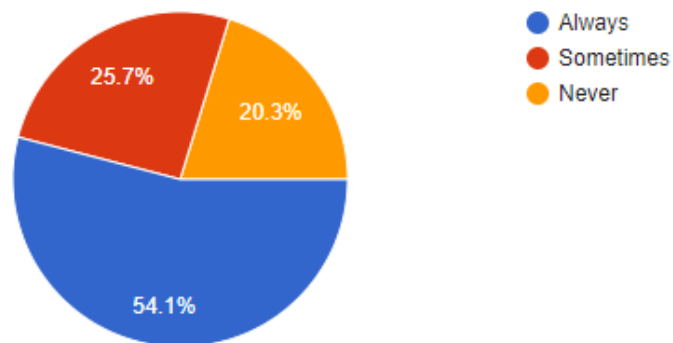
9. Was the classwork during the pandemic appropriate and engaging?

74 responses



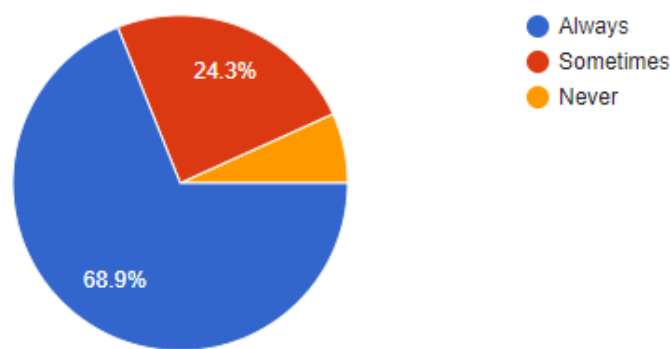
10. Are you able to independently log into Google classroom and Zoom meet?

74 responses



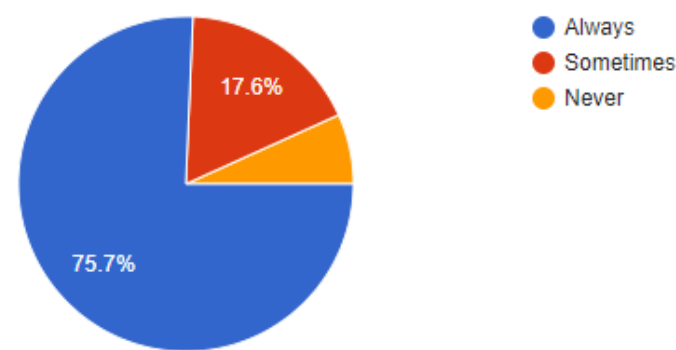
11. Are the expectations for COVID safety clear?

74 responses



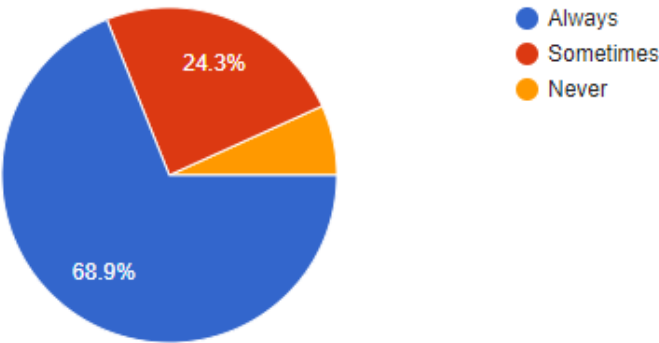
12. Do you feel that the staff keeps you safe with the appropriate policies and protocols during the pandemic?

74 responses



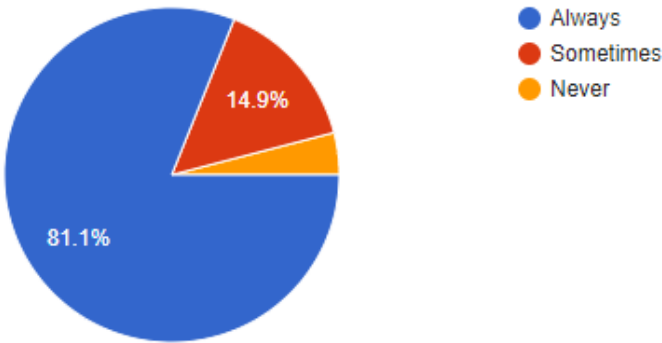
13. Valley Collaborative is focused on the needs of students.

74 responses



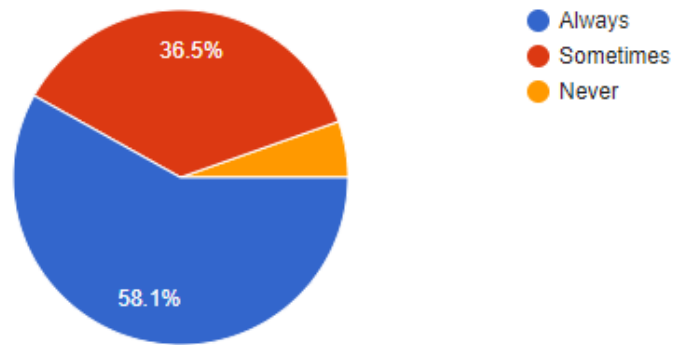
14. My teacher treats all students respectfully, regardless of a student's race, culture, family income, religion, sex, or sexual orientation.

74 responses



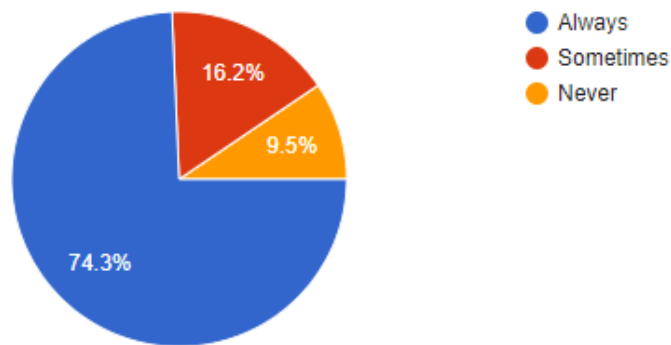
15. My teacher knows when I am confused and helps me understand.

74 responses



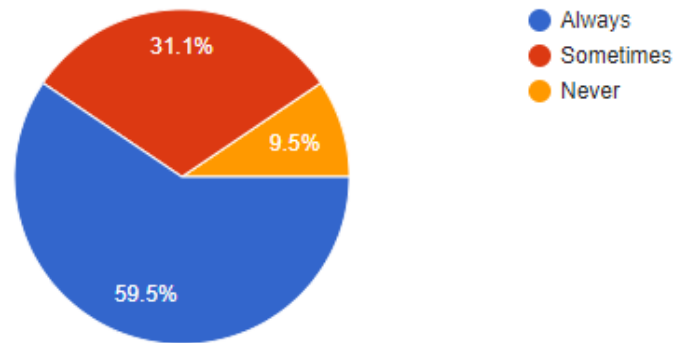
16. In my class, my teacher cares about me beyond just my class work.

74 responses



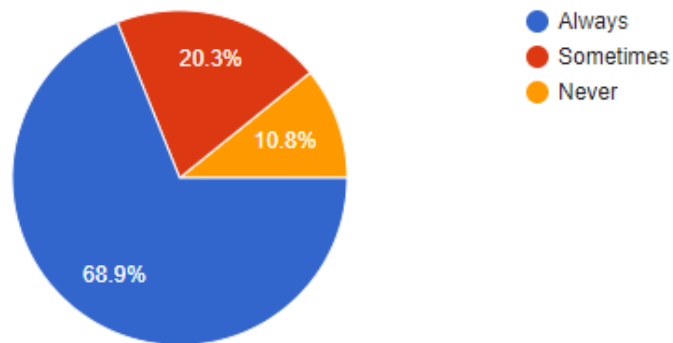
16. I am comfortable being myself at this school.

74 responses



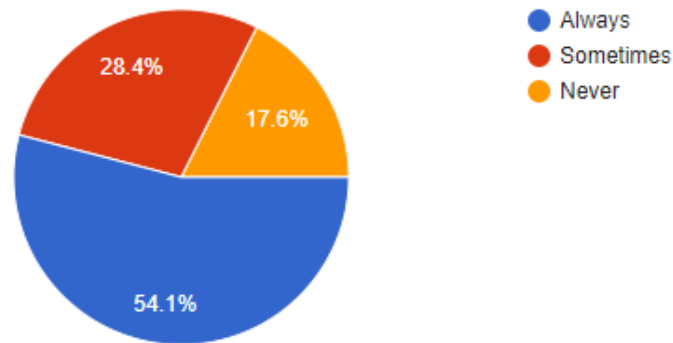
17. I am motivated to go to school because I am able to earn incentives for having good behavior, completing my work, and being safe.

74 responses



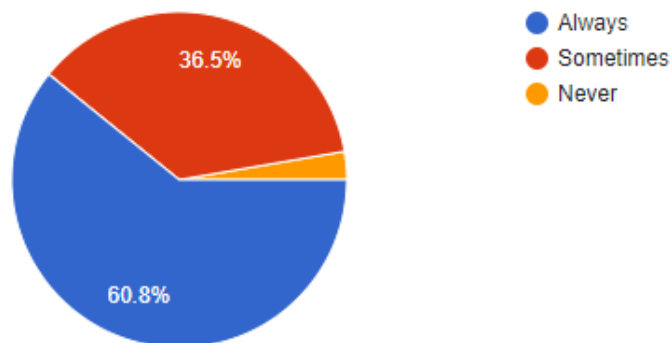
18. I am motivated to go to school because I like to learn new things.

74 responses



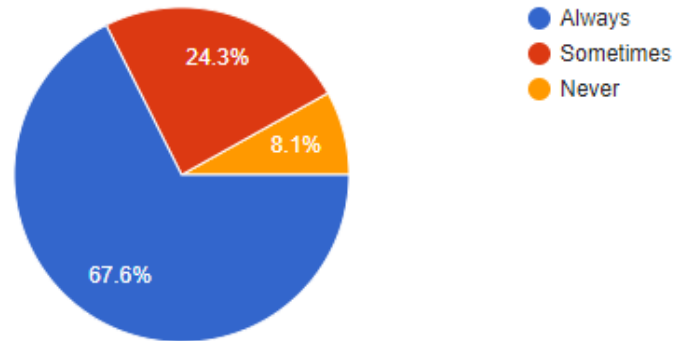
19. I have built positive relationships with other students.

74 responses



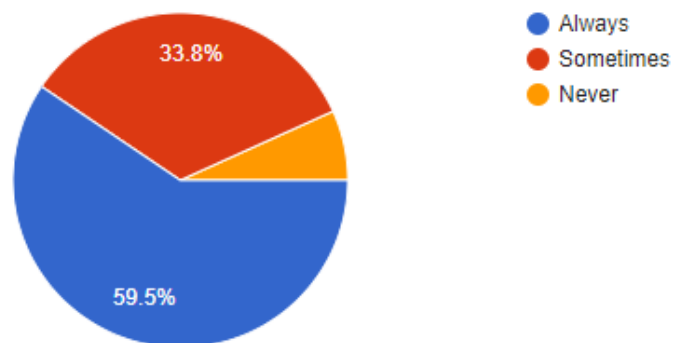
20. I have at least 1 friend I can talk to.

74 responses



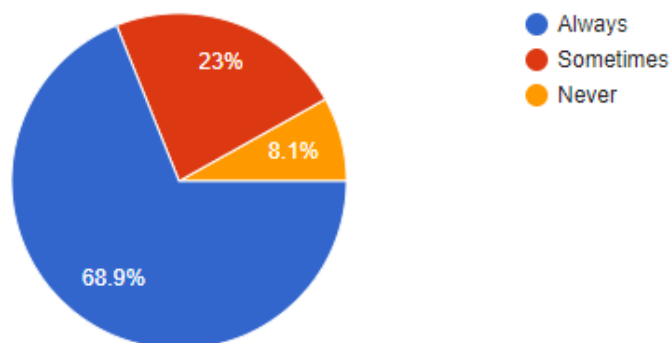
21. I feel safe in my school.

74 responses



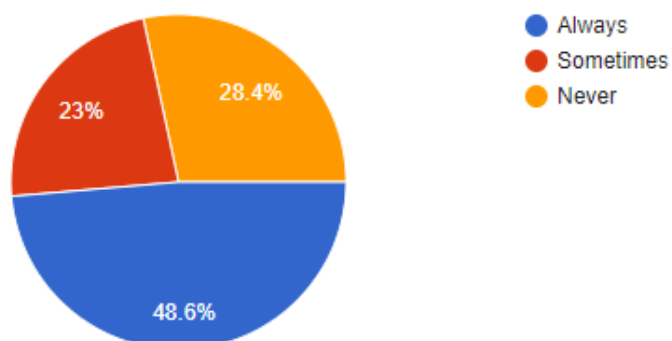
22. My staff shows us how to respect different opinions in class.

74 responses



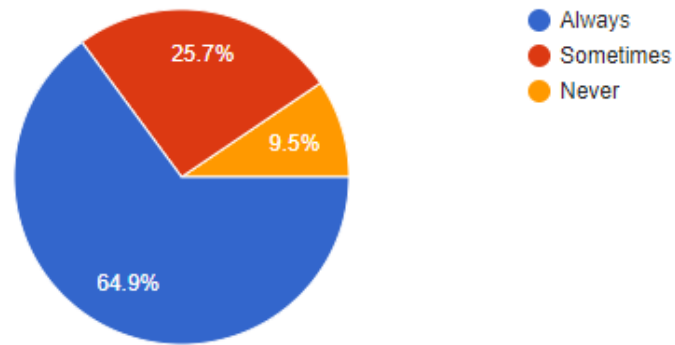
23. I am motivated to come to school because I enjoy attending school every day.

74 responses



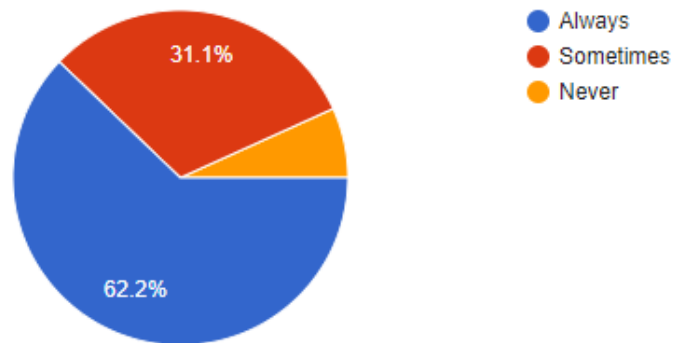
24. I like who I am as a student.

74 responses



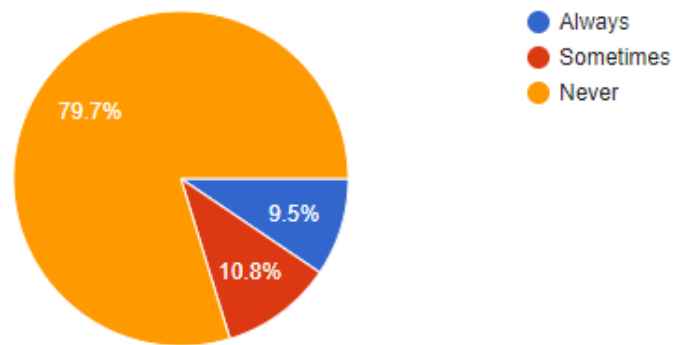
25. I try to follow the rules at school.

74 responses



26. I participate in my IEP meetings and/or I give input for my IEP.

74 responses

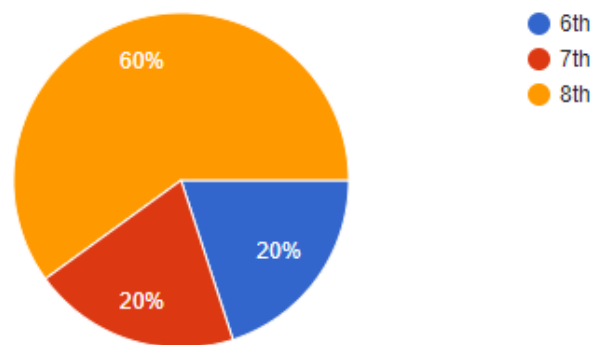


Sense of Belonging 2020-2021 Transitional Middle School Student Survey

15 responses

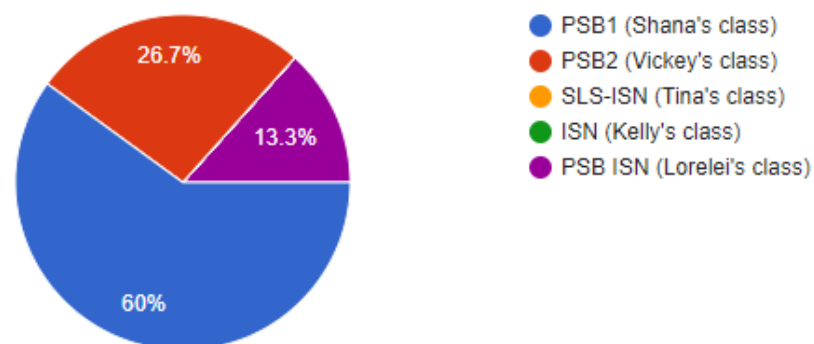
1. What Grade are you in?

15 responses



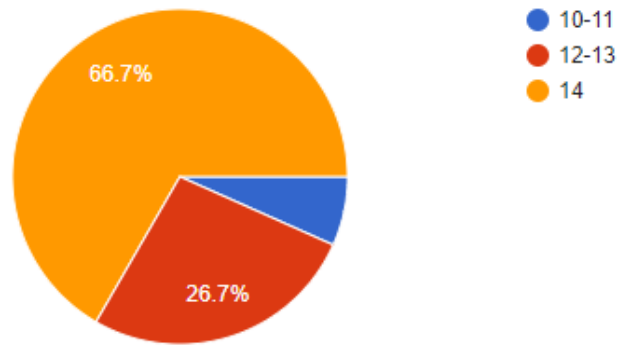
2. What is your school program?

15 responses



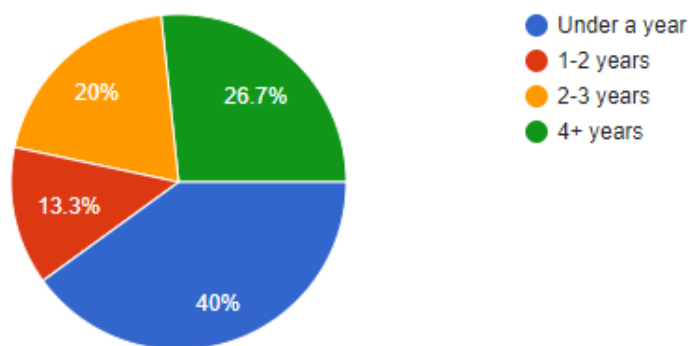
3. How old are you?

15 responses



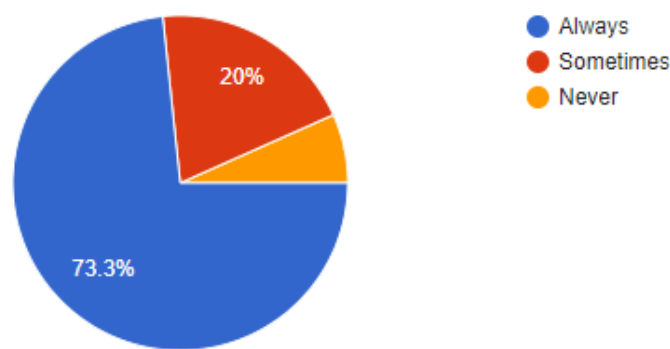
4. How long have you been a student at Valley?

15 responses



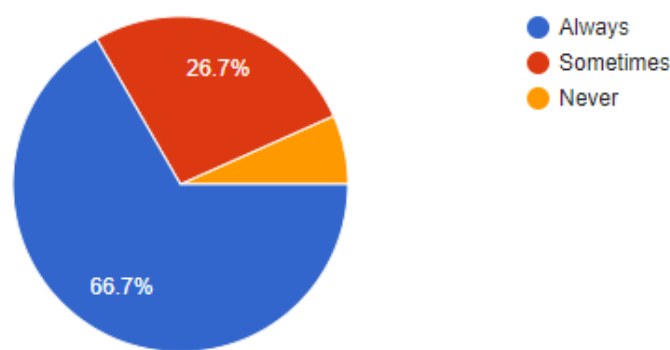
5. Did you have the appropriate technology to access your remote learning while you were home during the pandemic?

15 responses



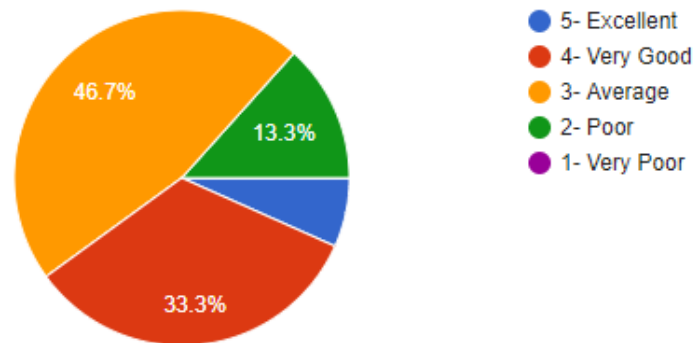
6. Did you continue to learn during the pandemic?

15 responses



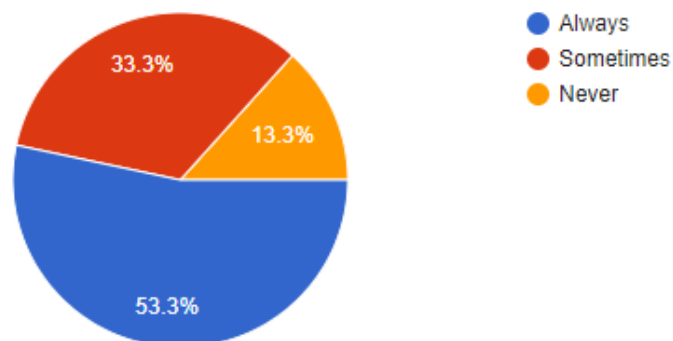
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15 responses



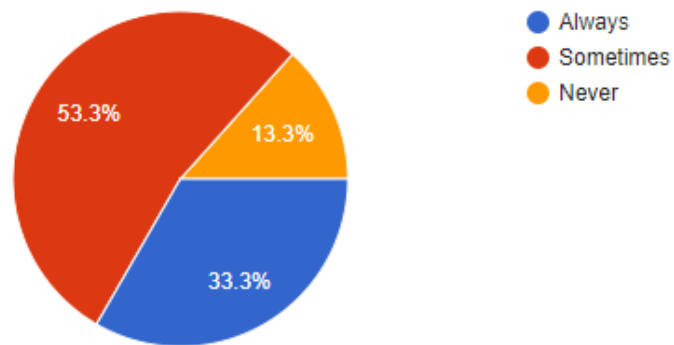
8. During the pandemic, did you feel your staff adequately communicated updates about the status of programming with you?

15 responses



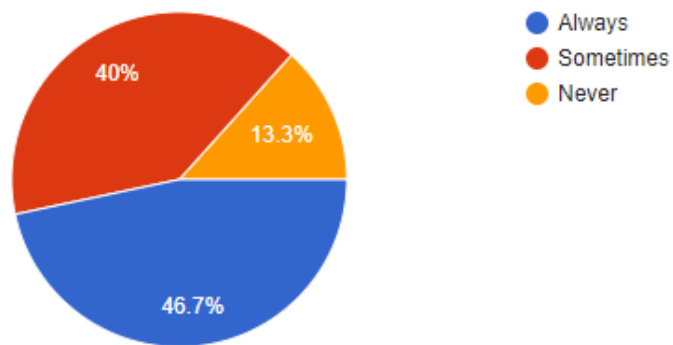
9. Was the classwork during the pandemic appropriate and engaging?

15 responses



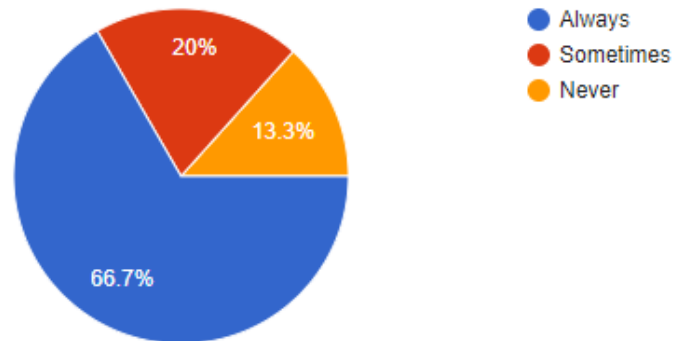
10. Are you able to independently log into Google classroom and/or Zoom/Google meet when remote?

15 responses



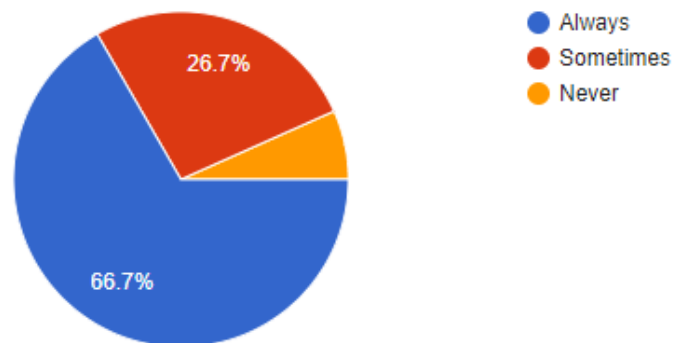
11. Are the expectations for COVID safety clear?

15 responses



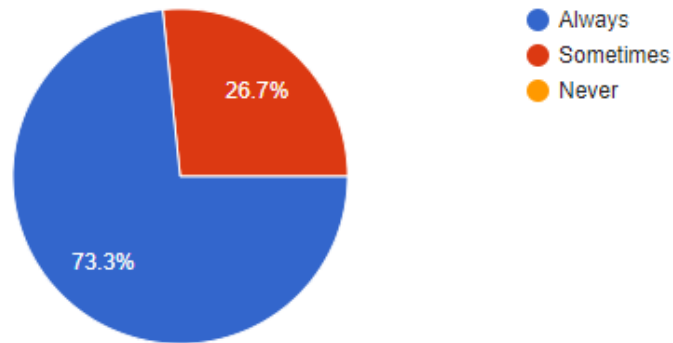
12. Do you feel that the staff implemented the appropriate policies and protocols to keep you safe in school during the pandemic?

15 responses



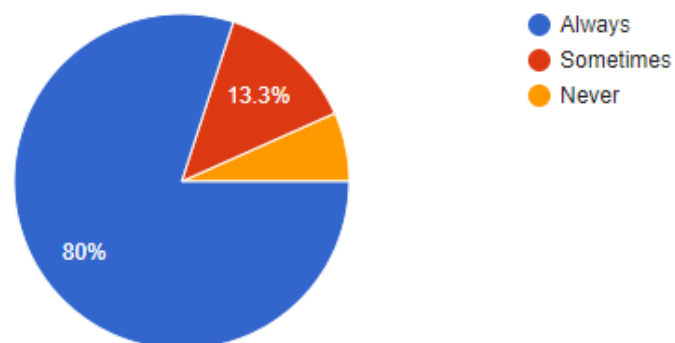
13. Valley Collaborative is focused on the needs of students.

15 responses



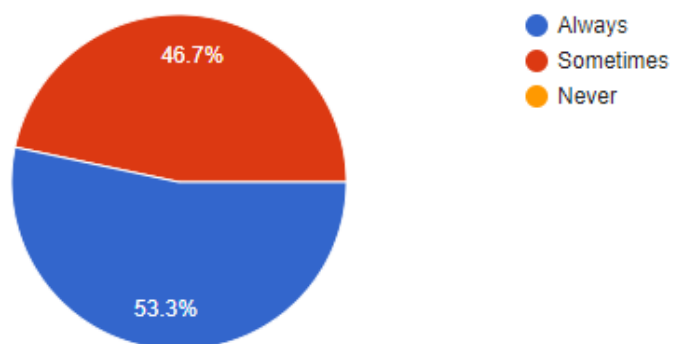
14. My teacher treats all students respectfully, regardless of a student's race, culture, family income, religion, sex, or sexual orientation.

15 responses



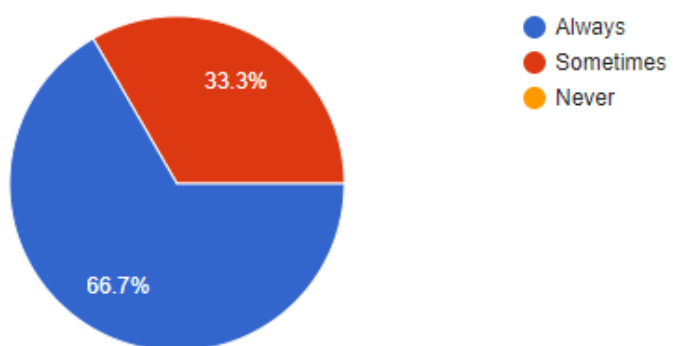
15. My teacher knows when I am confused and helps me understand.

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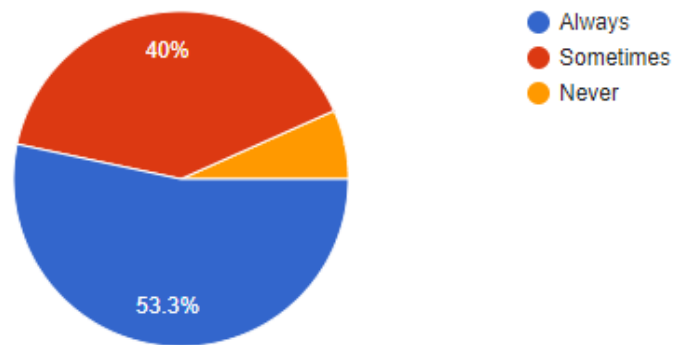
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15 responses



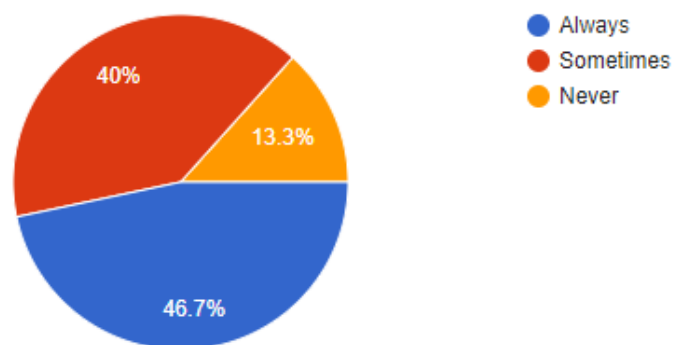
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15 responses



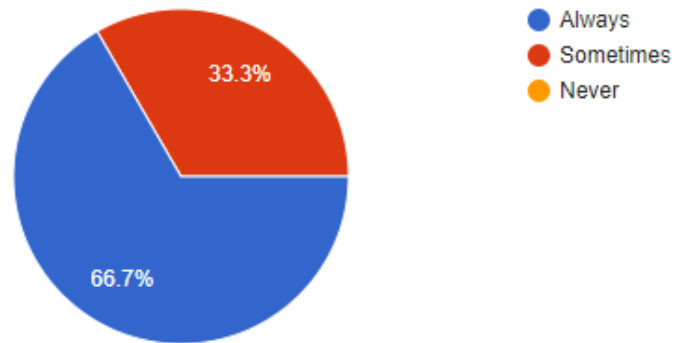
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15 responses



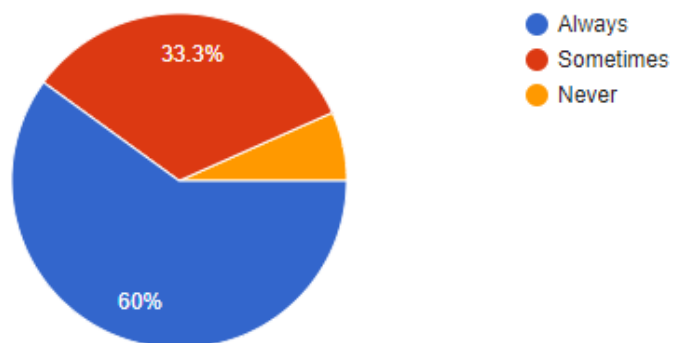
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15 responses



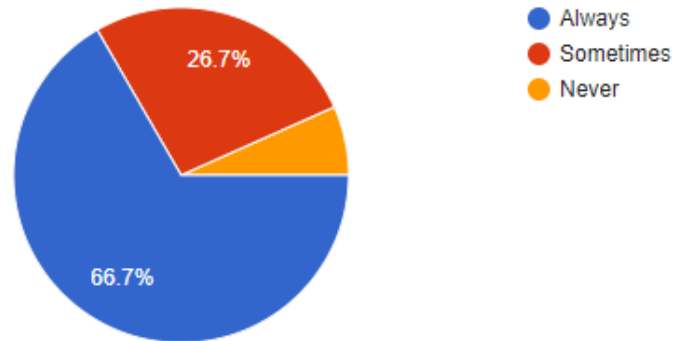
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15 responses



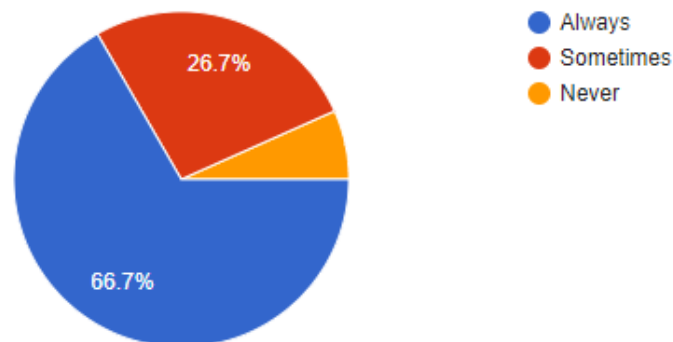
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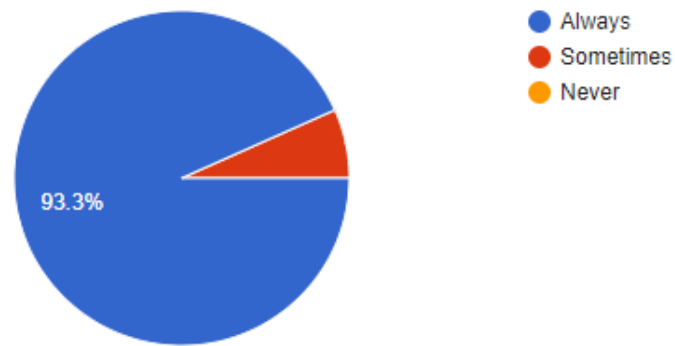
21. I feel safe in my school.

15 responses



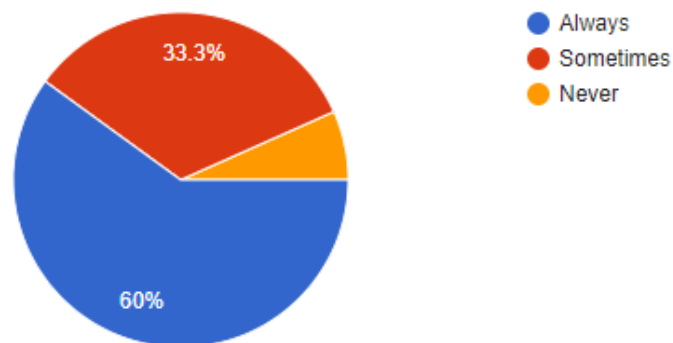
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15 responses



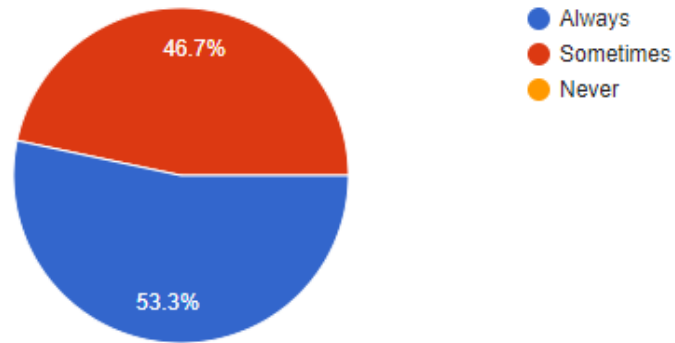
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15 responses



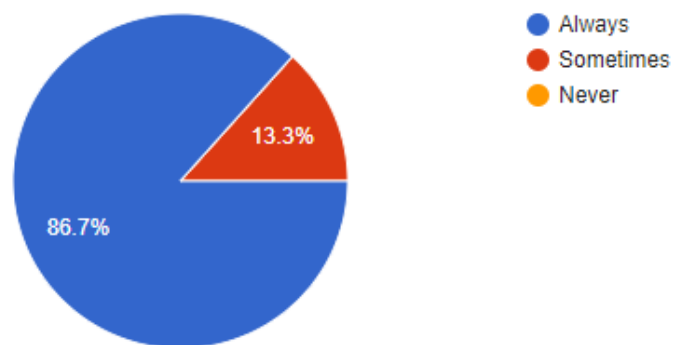
24. I like who I am as a student.

15 responses



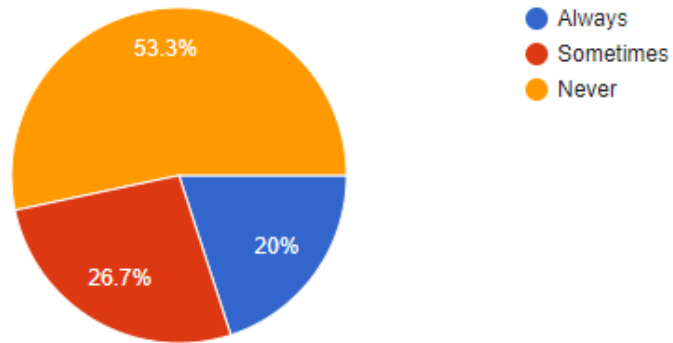
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15 responses



26. I participate in my IEP meetings and/or I give input for my IEP.

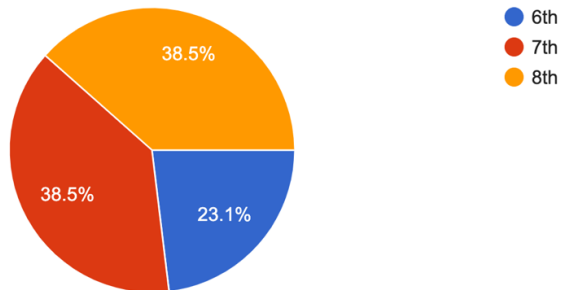
15 responses



Alternative Middle School Sense of Belonging 2020-2021 Student Survey

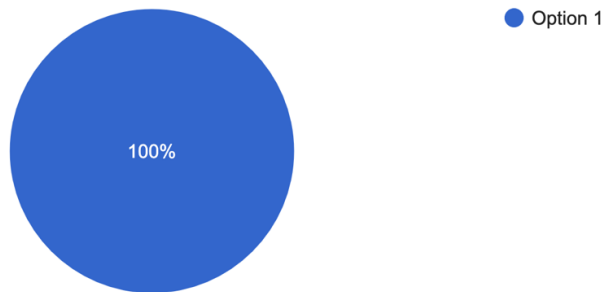
1. What Grade are you in?

13 responses



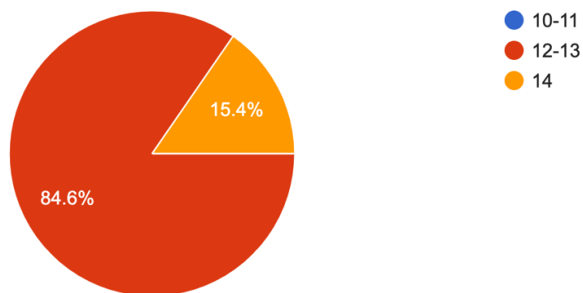
2. What is your school program?

12 responses



3. How old are you?

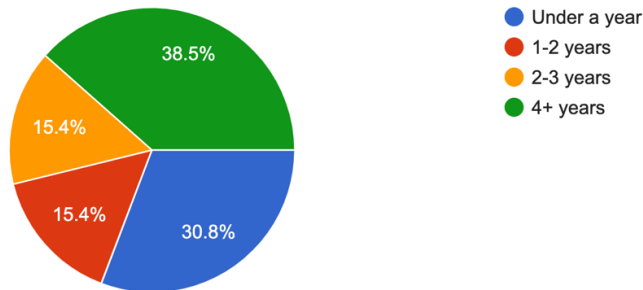
13 responses



Alternative Middle School Sense of Belonging 2020-2021 Student Survey

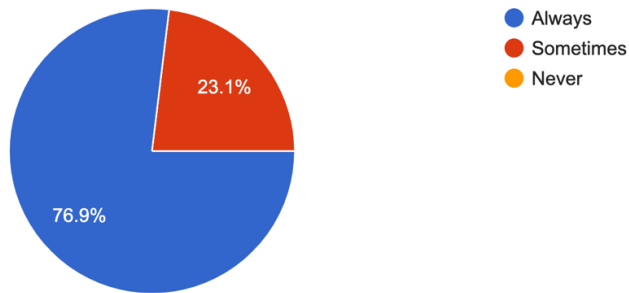
4. How long have you been a student at Valley?

13 responses



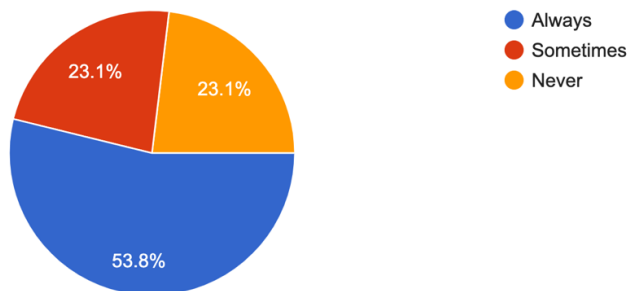
5. Did you have the appropriate technology to access your remote learning while you were home during the pandemic?

13 responses



6. Did you continue to learn during the pandemic?

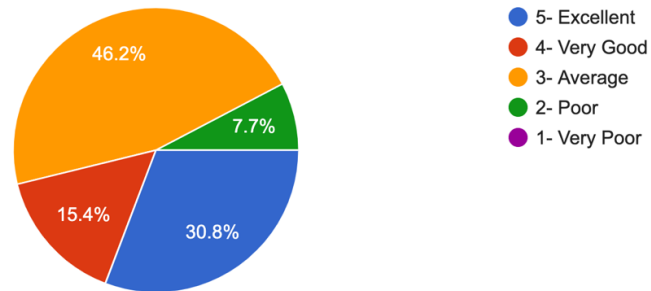
13 responses



Alternative Middle School Sense of Belonging 2020-2021 Student Survey

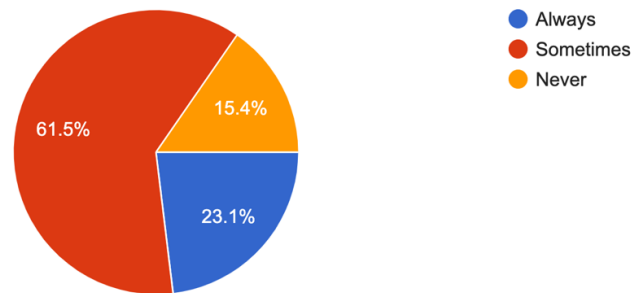
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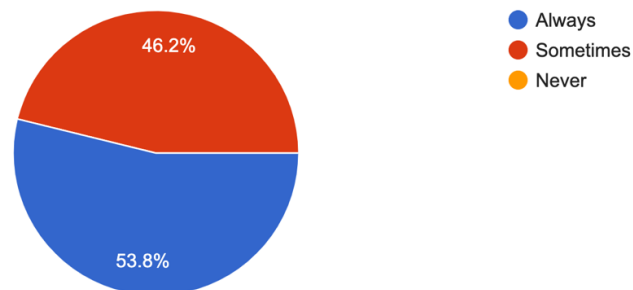
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9. Was the classwork during the pandemic appropriate and engaging?

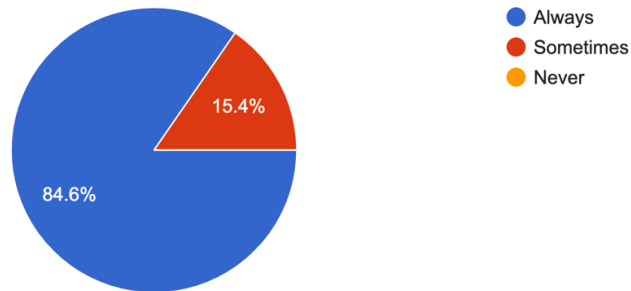
13 responses



Alternative Middle School Sense of Belonging 2020-2021 Student Survey

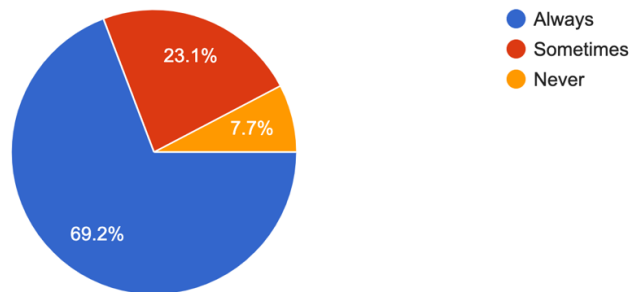
10. Are you able to independently log into Google classroom and/or Zoom/Google meet when remote?

13 responses



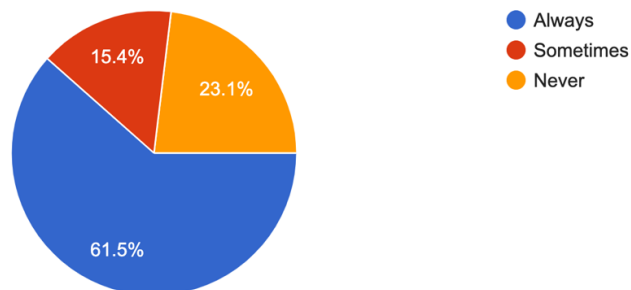
11. Are the expectations for COVID safety clear?

13 responses



12. Do you feel that the staff implemented the appropriate policies and protocols to keep you safe in school during the pandemic?

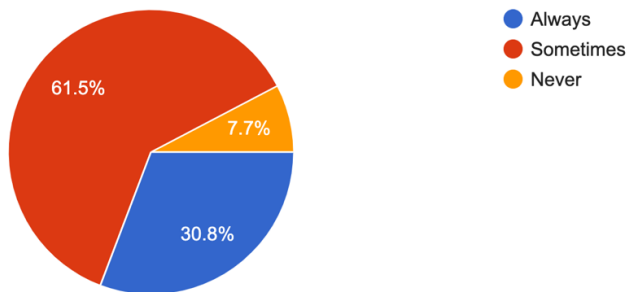
13 responses



Alternative Middle School Sense of Belonging 2020-2021 Student Survey

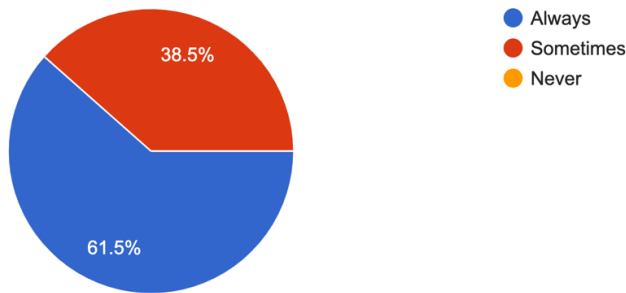
13. Valley Collaborative is focused on the needs of students.

13 responses



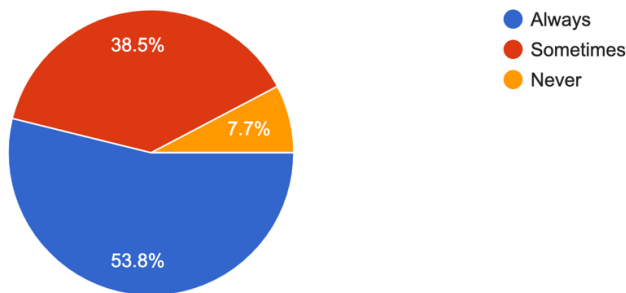
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13 responses



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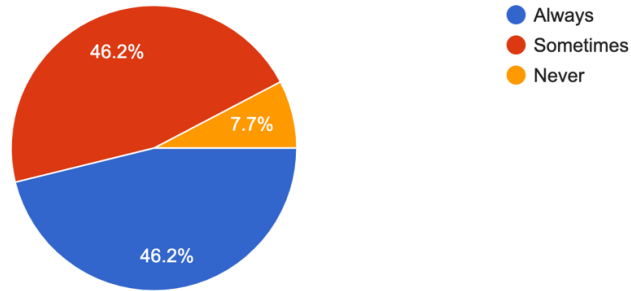
13 responses



Alternative Middle School Sense of Belonging 2020-2021 Student Survey

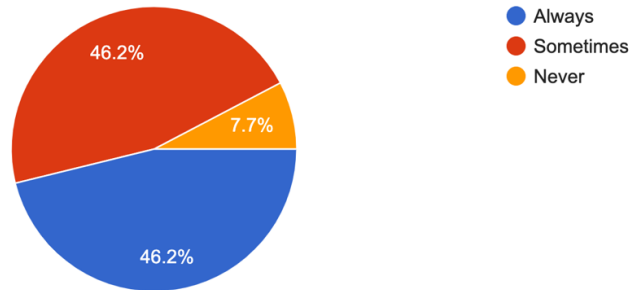
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13 responses



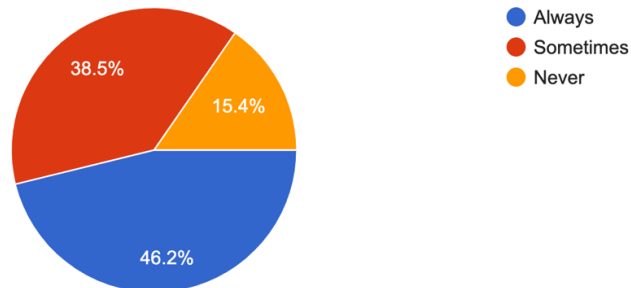
16. I am comfortable being myself at this school.

13 responses



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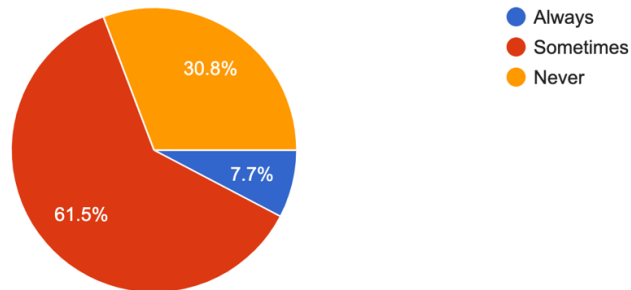
13 responses



Alternative Middle School Sense of Belonging 2020-2021 Student Survey

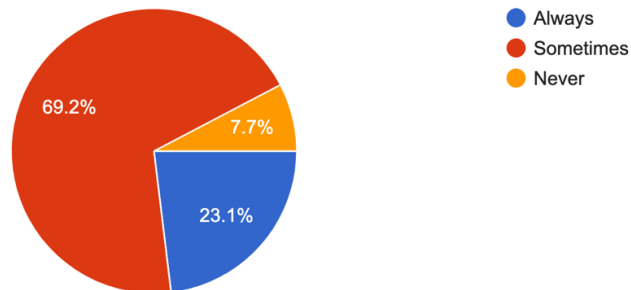
18. I am motivated to go to school because I like to learn new things.

13 responses



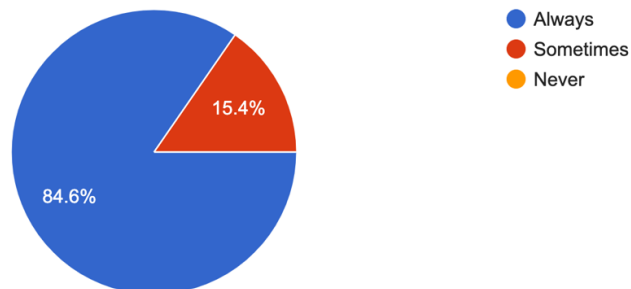
19. I have built positive relationships with other students.

13 responses



20. I have at least 1 friend I can talk to.

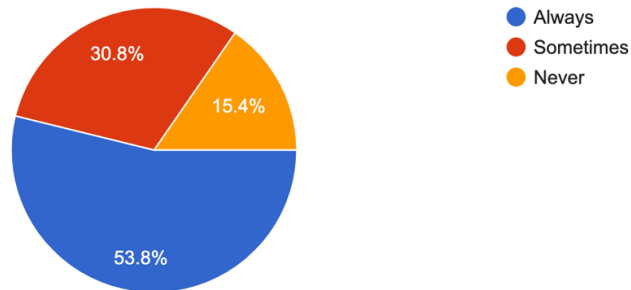
13 responses



Alternative Middle School Sense of Belonging 2020-2021 Student Survey

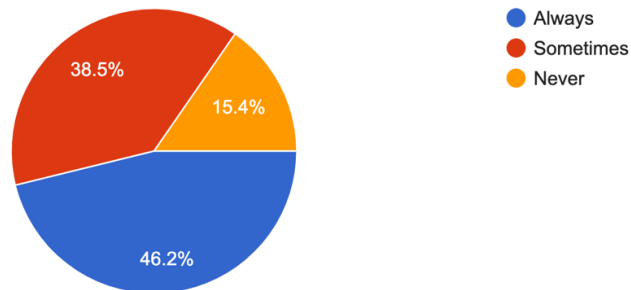
21. I feel safe in my school.

13 responses



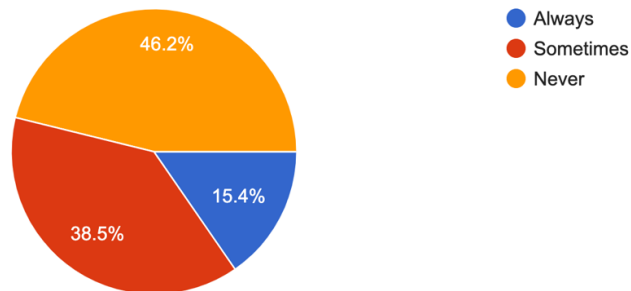
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13 responses



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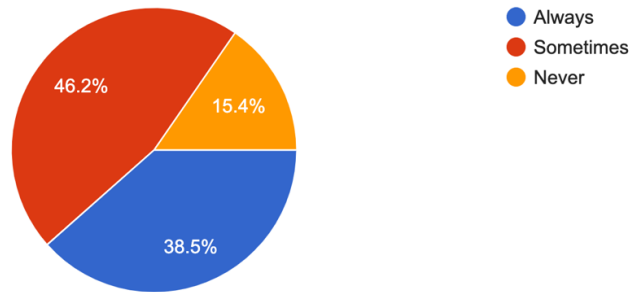
13 responses



Alternative Middle School Sense of Belonging 2020-2021 Student Survey

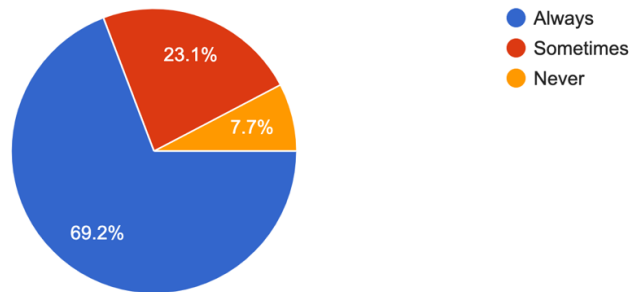
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13 responses



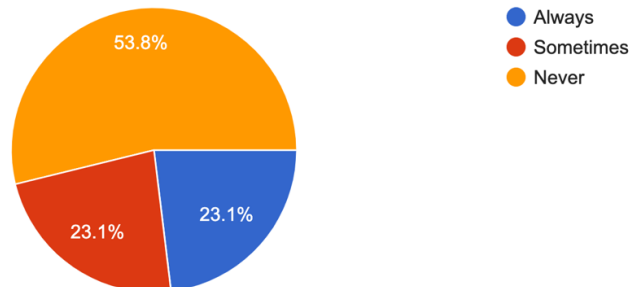
25. I try to follow the rules at school.

13 responses



26. I participate in my IEP meetings and/or I give input for my IEP.

13 responses



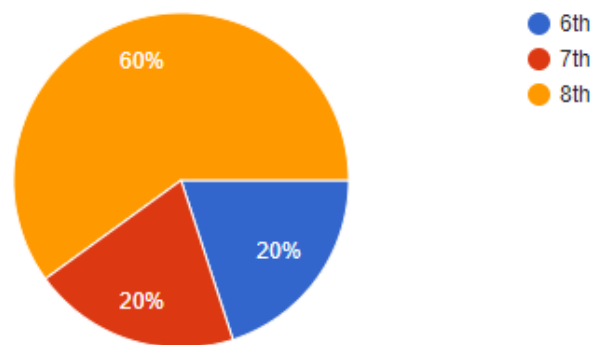
Alternative Middle School Sense of Belonging 2020-2021 Student Survey

Sense of Belonging 2020-2021 Transitional Middle School Student Survey

15 responses

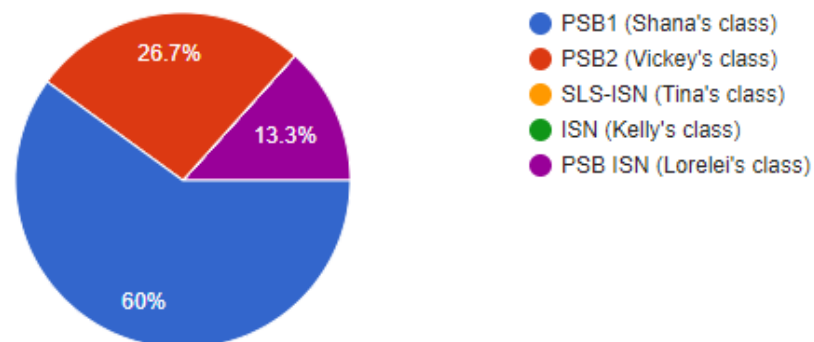
1. What Grade are you in?

15 responses



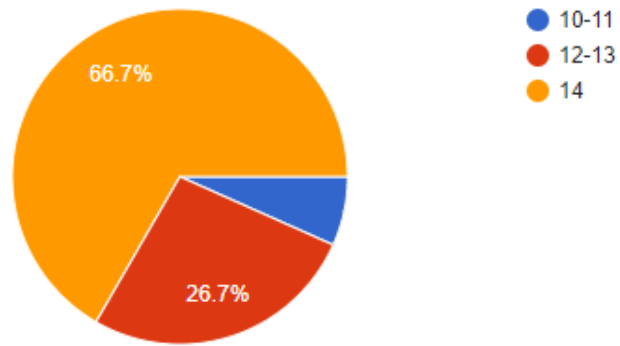
2. What is your school program?

15 responses



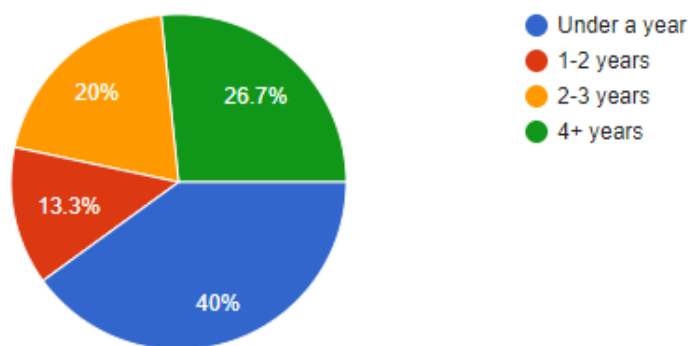
3. How old are you?

15 responses



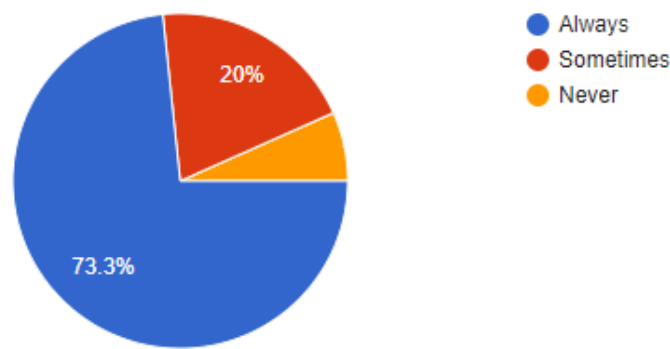
4. How long have you been a student at Valley?

15 responses



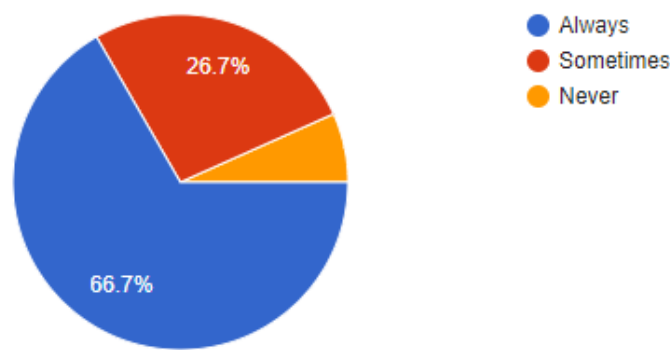
5. Did you have the appropriate technology to access your remote learning while you were home during the pandemic?

15 responses



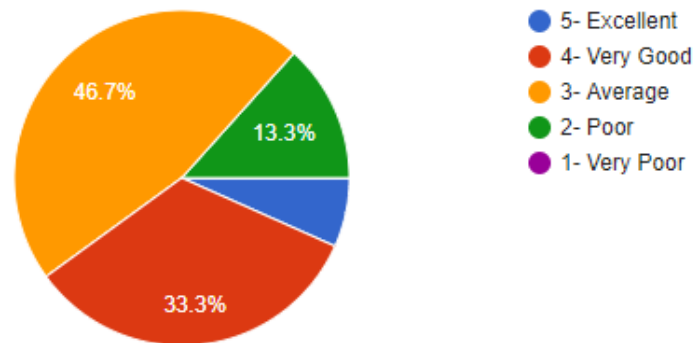
6. Did you continue to learn during the pandemic?

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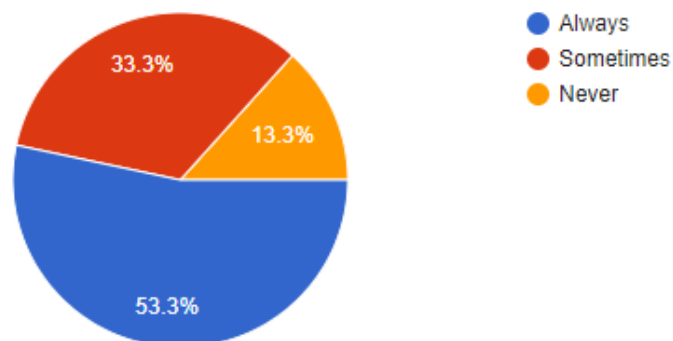
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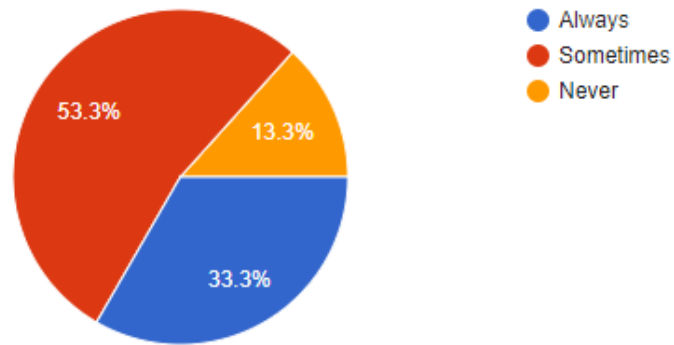
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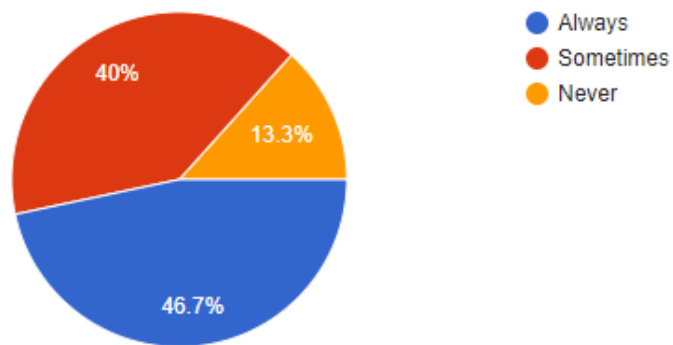
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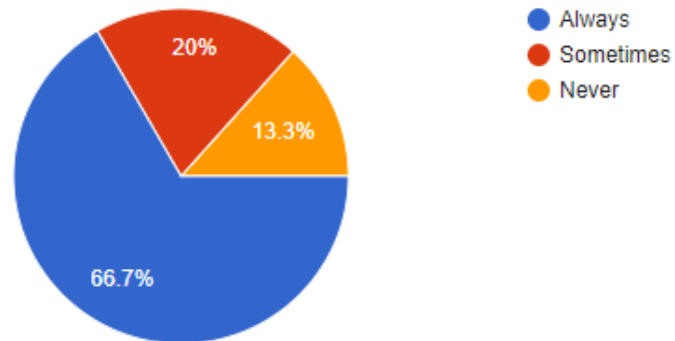
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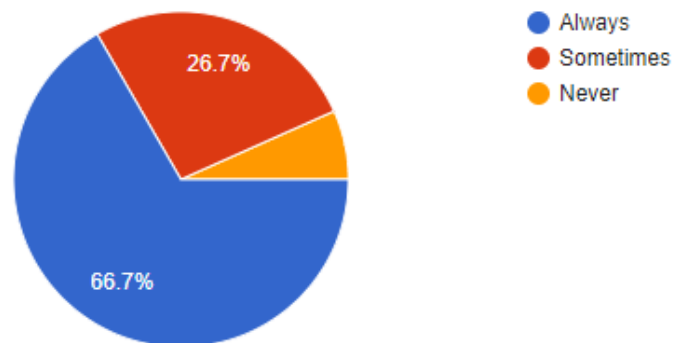
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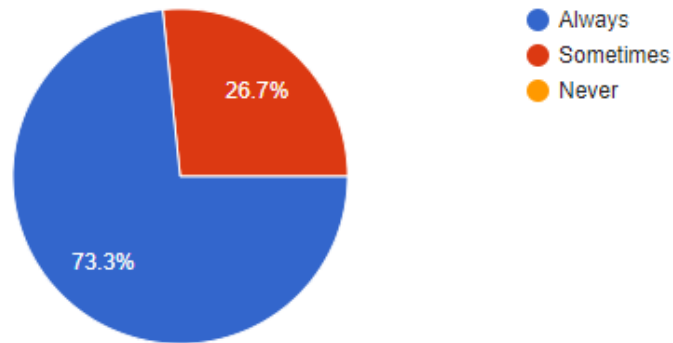
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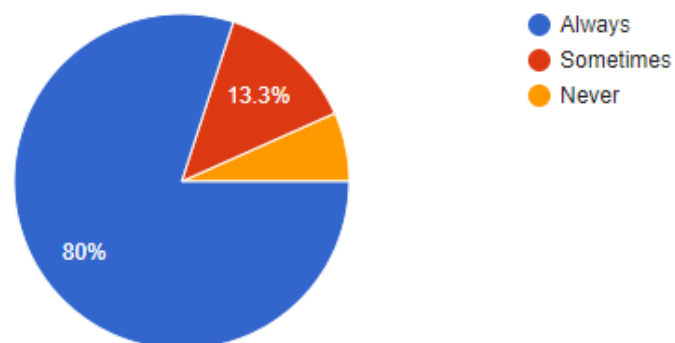
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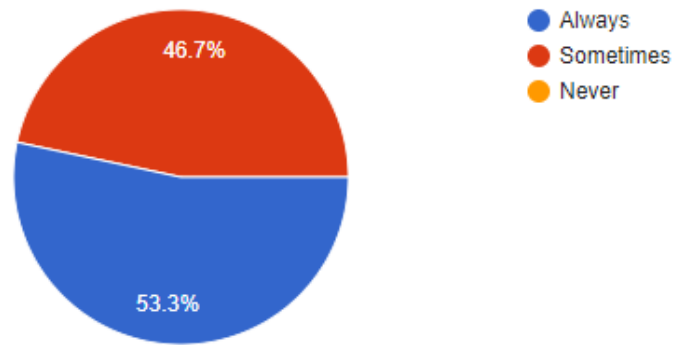
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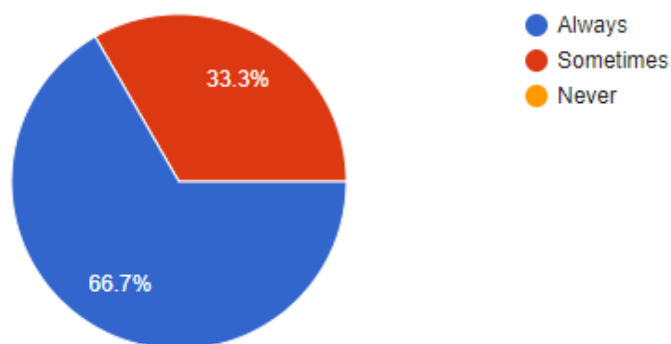
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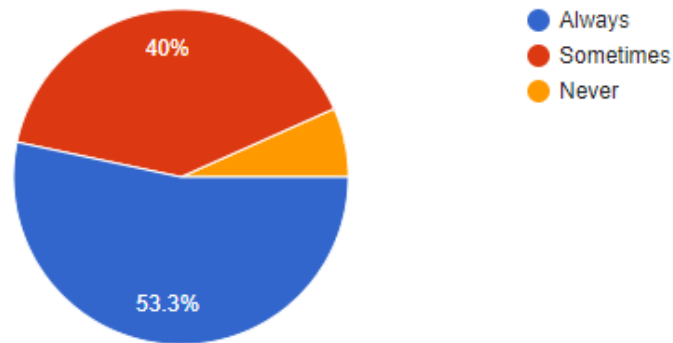
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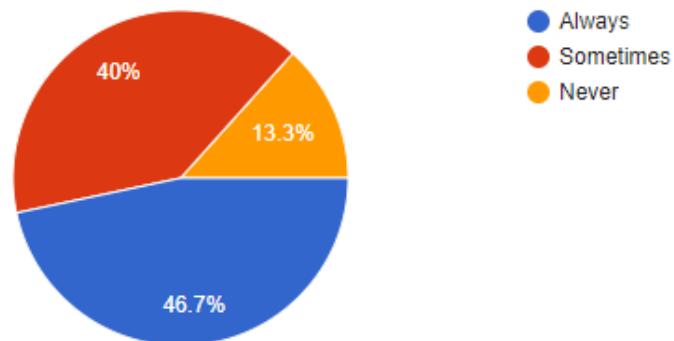
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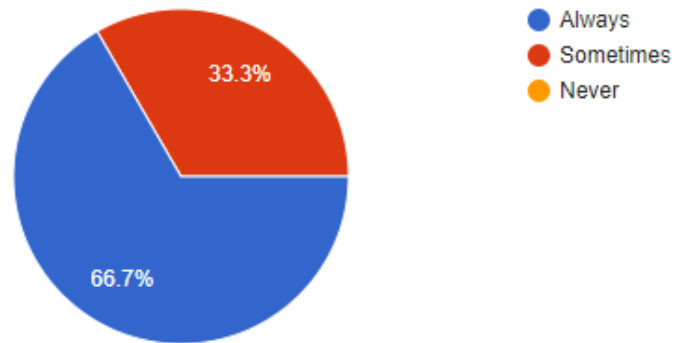
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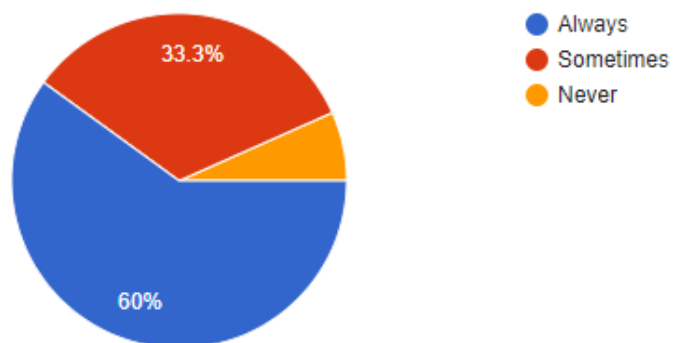
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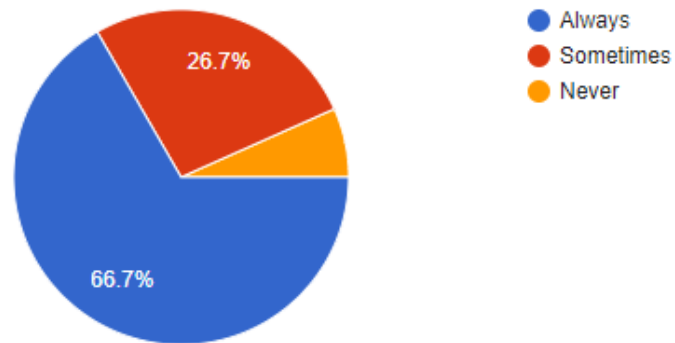
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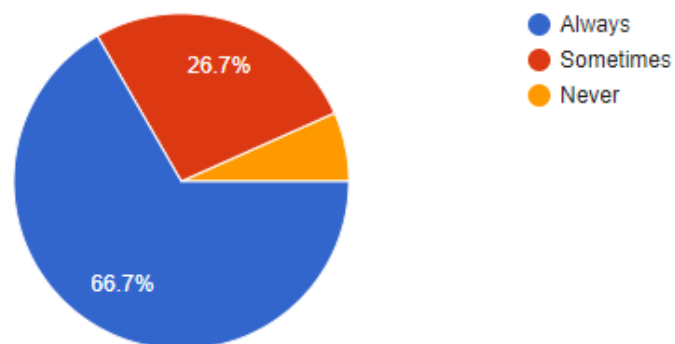
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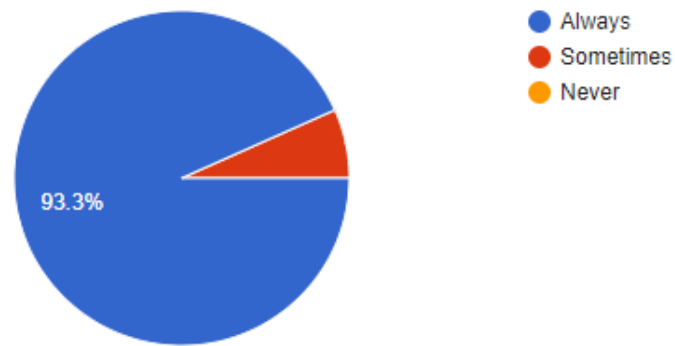
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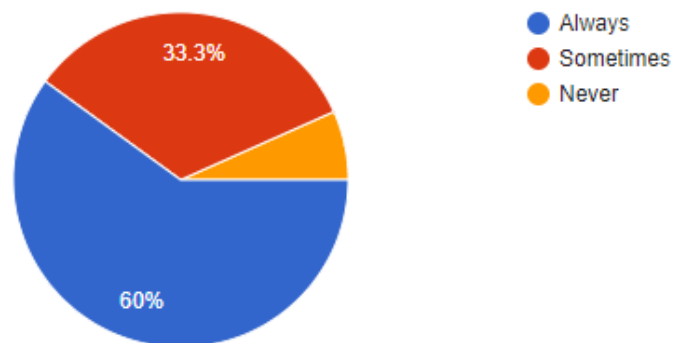
22. My staff shows us how to respect different opinions in class.

15 responses



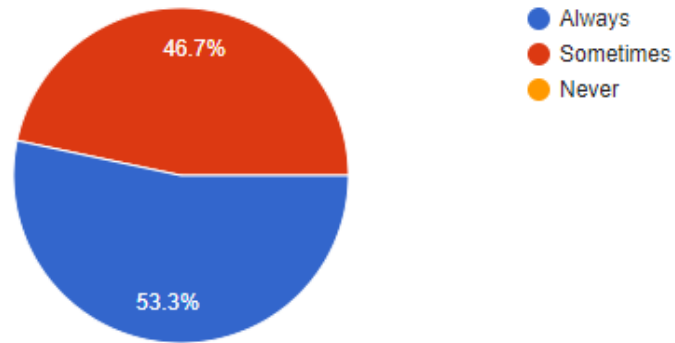
23. I am motivated to come to school because I enjoy attending school every day.

15 responses



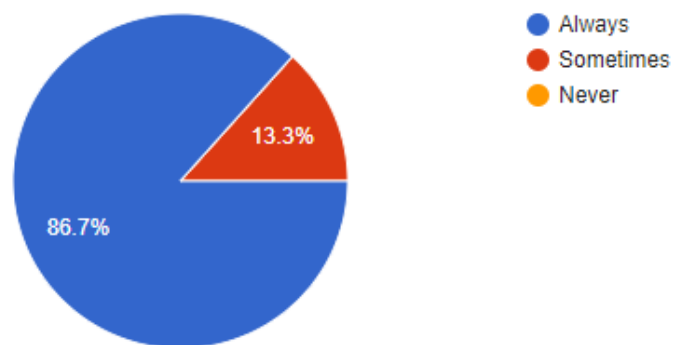
24. I like who I am as a student.

15 responses



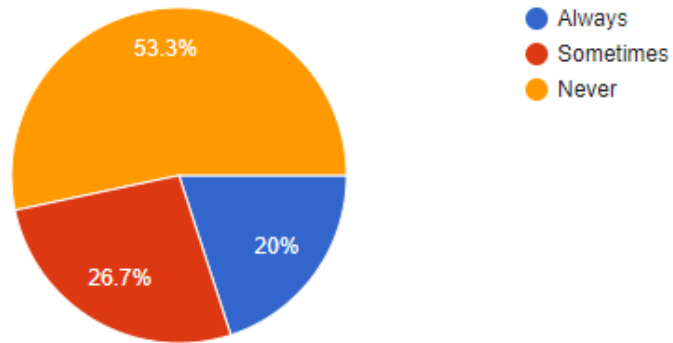
25. I try to follow the rules at school.

15 responses



26. I participate in my IEP meetings and/or I give input for my IEP.

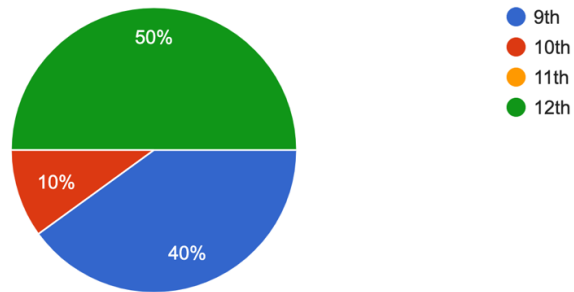
15 responses



Alternative High School Sense of Belonging 2020-2021 Student Survey

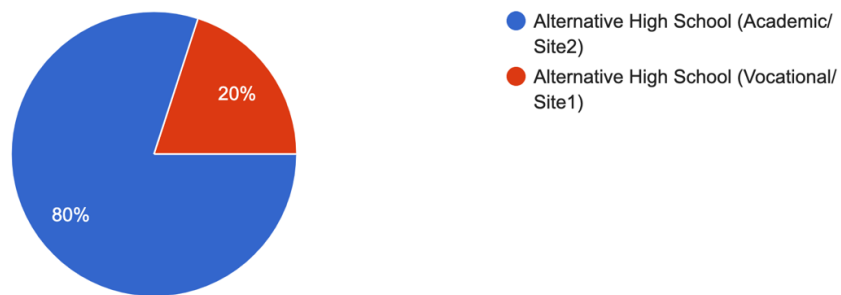
1. What Grade are you in?

10 responses



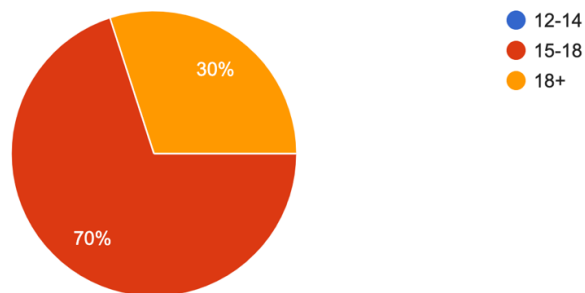
2. What is your school program?

10 responses



3. How old are you?

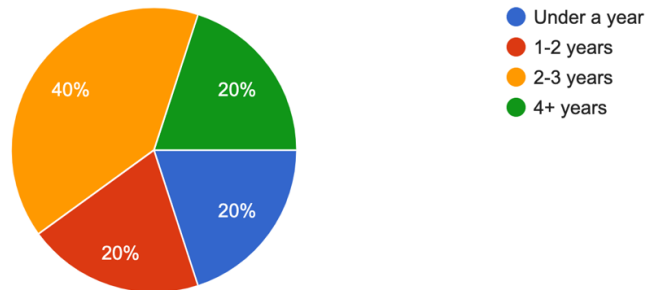
10 responses



Alternative High School Sense of Belonging 2020-2021 Student Survey

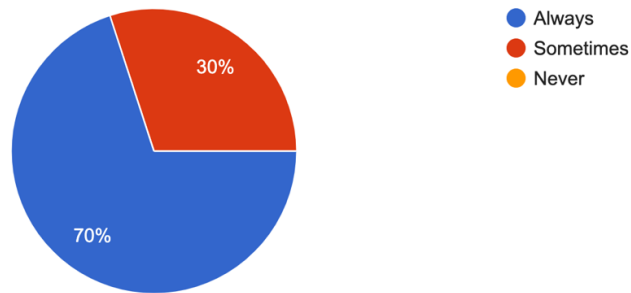
4. How long have you been a student at Valley?

10 responses



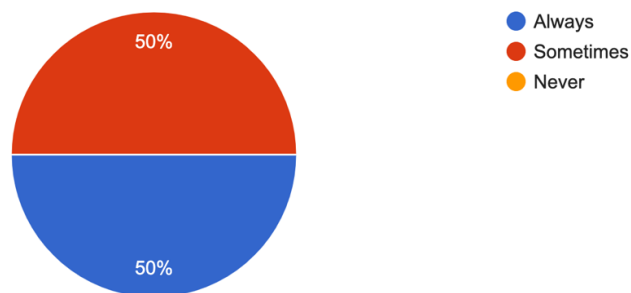
5. Did you have the appropriate technology to access your remote learning while you were home during the pandemic?

10 responses



6. Did you continue to learn during the pandemic?

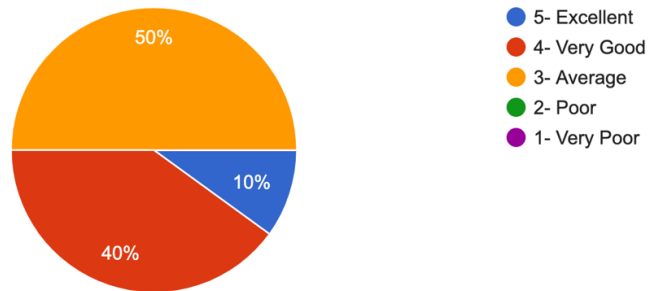
10 responses



Alternative High School Sense of Belonging 2020-2021 Student Survey

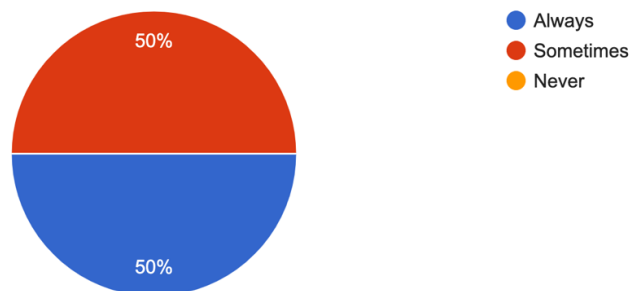
7. What are your impressions of the remote schedule that was provided to you from your staff? (1 very poor-5 excellent)

10 responses



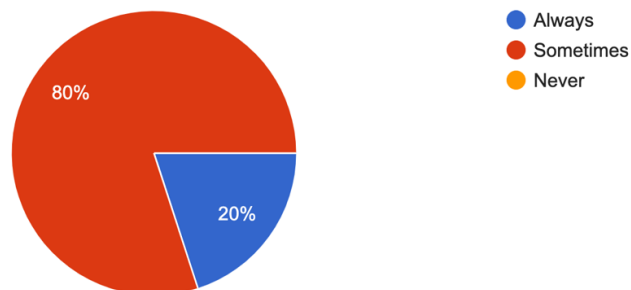
8. During the pandemic, did you feel your staff adequately communicated updates about the status of programming with you?

10 responses



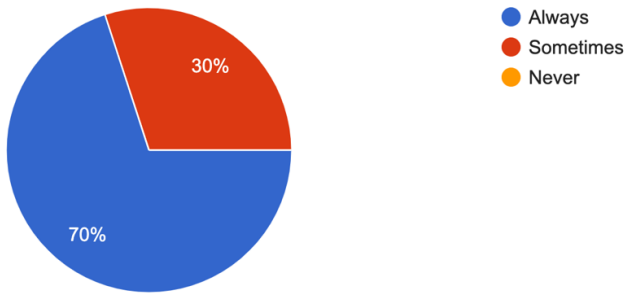
9. Was the classwork during the pandemic appropriate and engaging?

10 responses

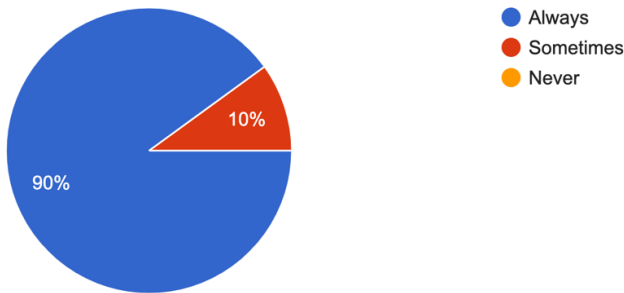


Alternative High School Sense of Belonging 2020-2021 Student Survey

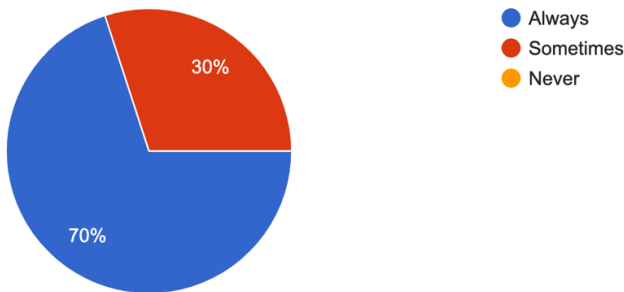
10. Are you able to independently log into Google classroom and/or Zoom/Google meet when remote?
10 responses



11. Are the expectations for COVID safety clear?
10 responses



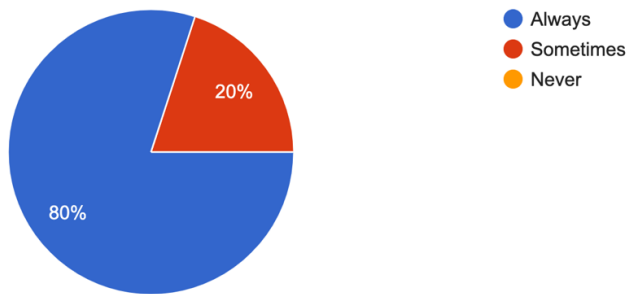
12. Do you feel that the staff implemented the appropriate policies and protocols to keep you safe in school during the pandemic?
10 responses



Alternative High School Sense of Belonging 2020-2021 Student Survey

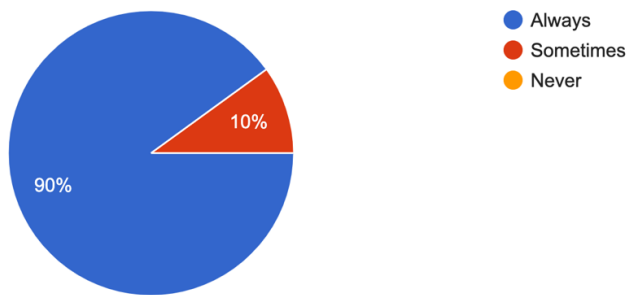
13. Valley Collaborative is focused on the needs of students.

10 responses



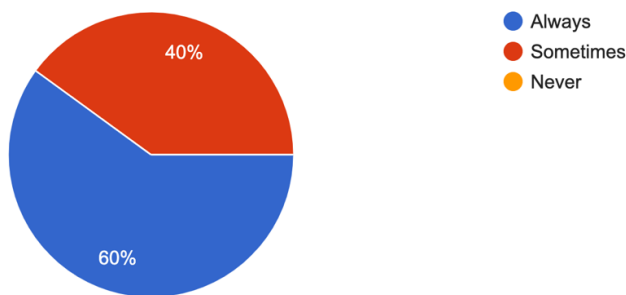
14. My teacher treats all students respectfully, regardless of a student's race, culture, family income, religion, sex, or sexual orientation.

10 responses



15. My teacher knows when I am confused and helps me understand.

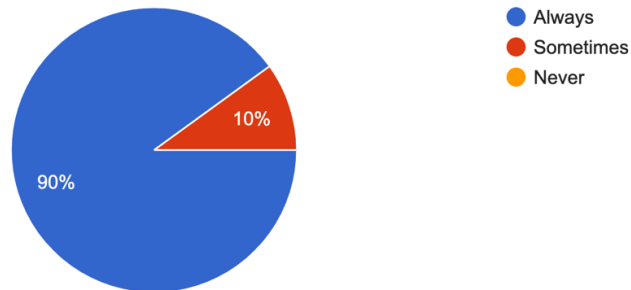
10 responses



Alternative High School Sense of Belonging 2020-2021 Student Survey

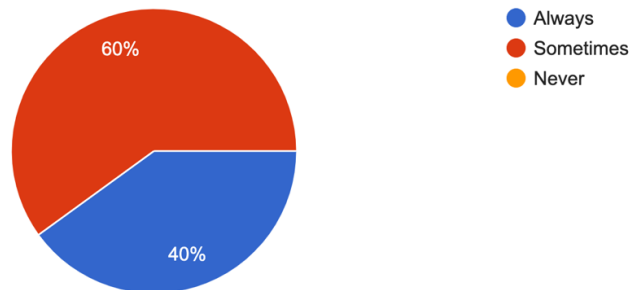
16. In my class, my teacher is interested in my well-being beyond just my class work.

10 responses



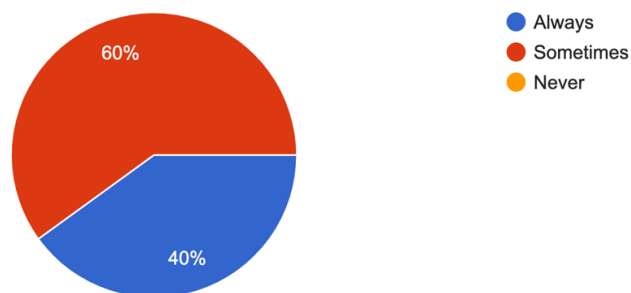
16. I am comfortable being myself at this school.

10 responses



17. I am motivated to go to school because I am able to earn incentives for having good behavior, completing my work, and being safe.

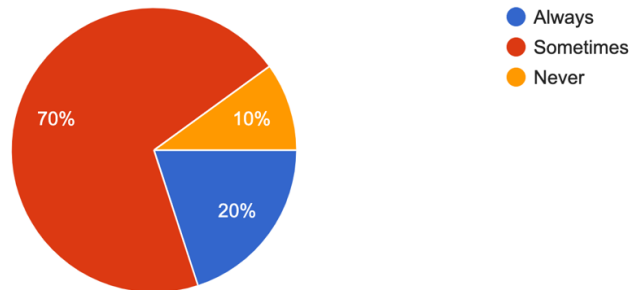
10 responses



Alternative High School Sense of Belonging 2020-2021 Student Survey

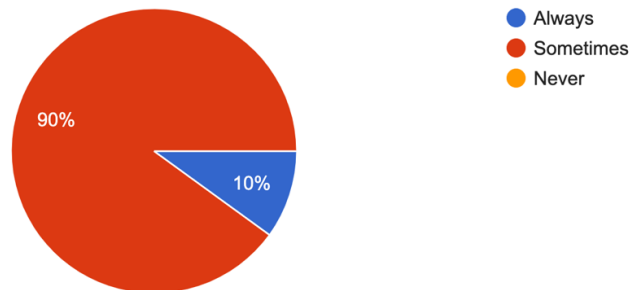
18. I am motivated to go to school because I like to learn new things.

10 responses



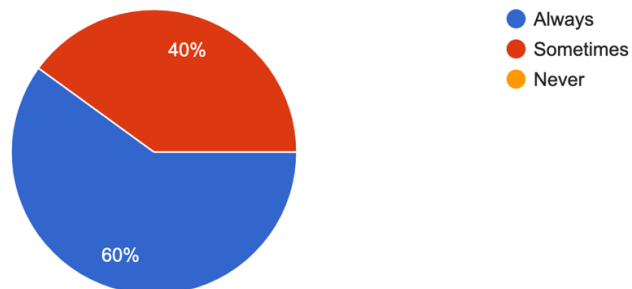
19. I have built positive relationships with other students.

10 responses



20. I have at least 1 friend I can talk to.

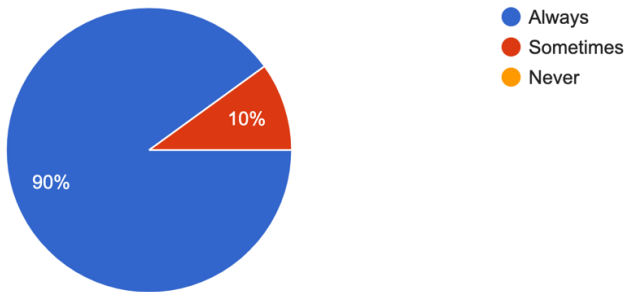
10 responses



Alternative High School Sense of Belonging 2020-2021 Student Survey

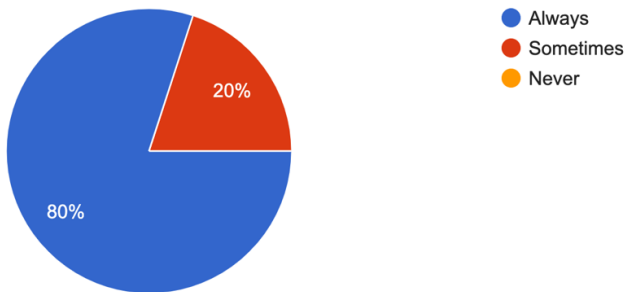
21. I feel safe in my school.

10 responses



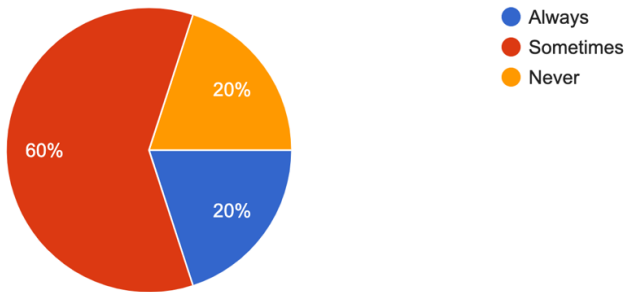
22. My staff shows us how to respect different opinions in class.

10 responses



23. I am motivated to come to school because I enjoy attending school every day.

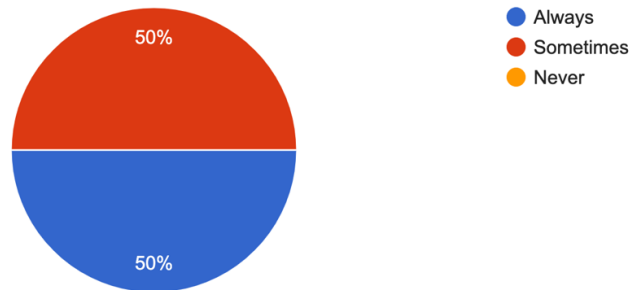
10 responses



Alternative High School Sense of Belonging 2020-2021 Student Survey

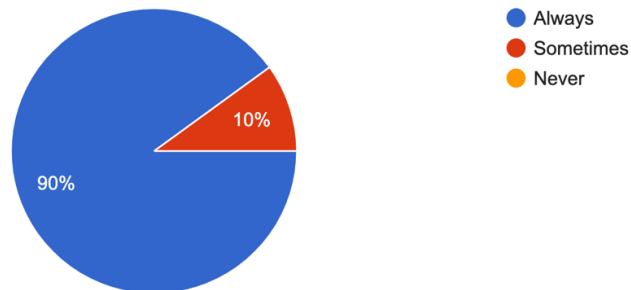
24. I like who I am as a student.

10 responses



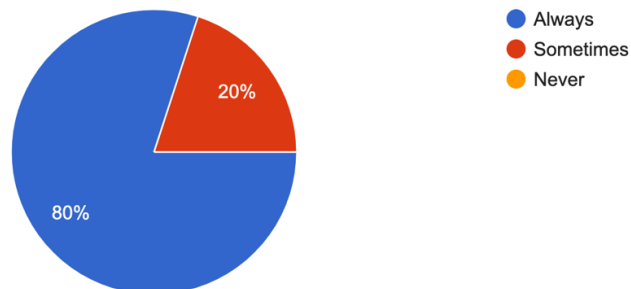
25. I try to follow the rules at school.

10 responses



26. I participate in my IEP meetings and/or I give input for my IEP.

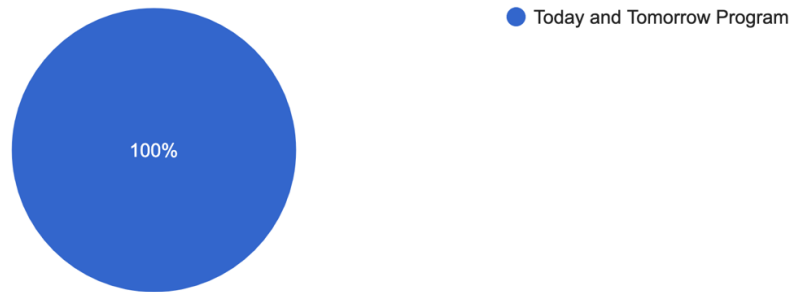
10 responses



Sense of Belonging 2020-2021 Today and Tomorrow Program Individual Survey

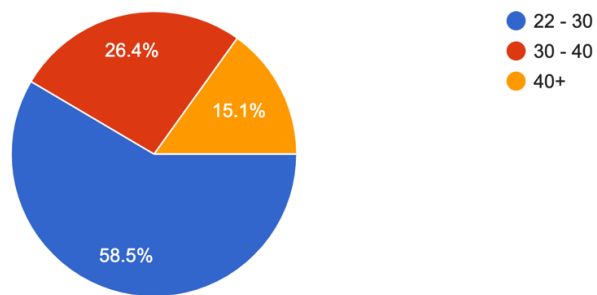
1. What is your program?

52 responses



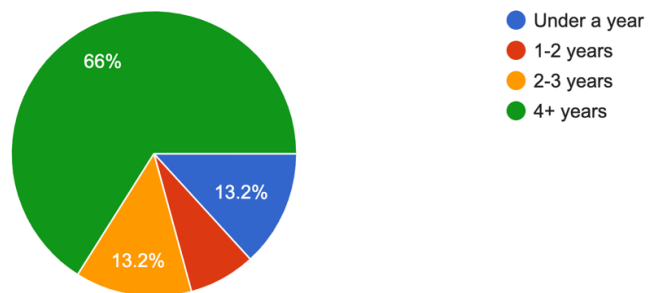
2. How old are you?

53 responses



3. How long have you been attending the Today and Tomorrow Program?

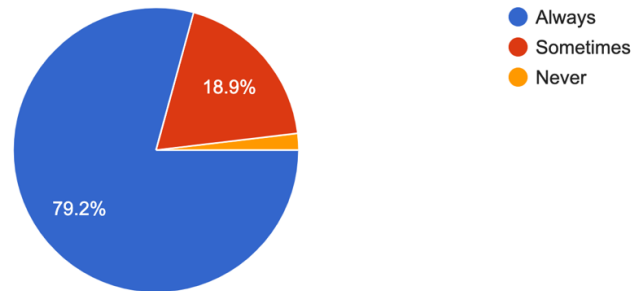
53 responses



Sense of Belonging 2020-2021 Today and Tomorrow Program Individual Survey

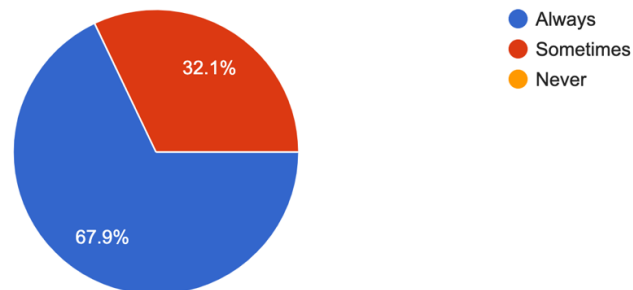
4. Did you have the appropriate technology to access your remote learning while you were home during the pandemic?

53 responses



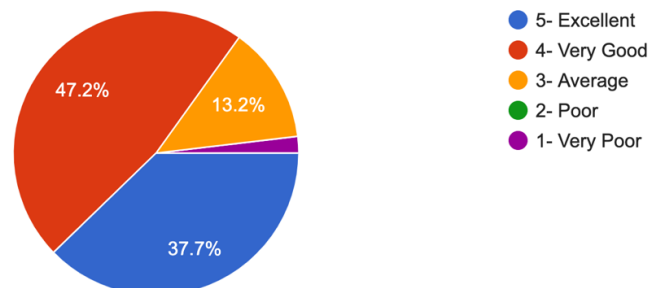
5. Did you continue to learn during the pandemic?

53 responses



6. What are your impressions of the remote schedule that was provided to you from your staff? (1 very poor-5 excellent)

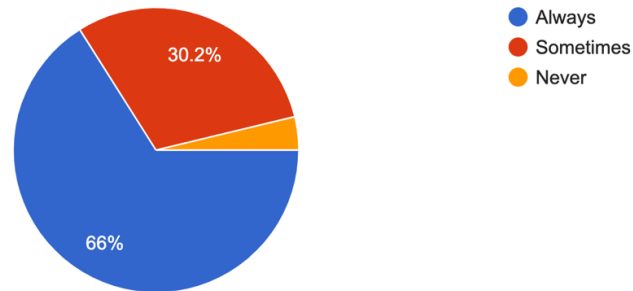
53 responses



Sense of Belonging 2020-2021 Today and Tomorrow Program Individual Survey

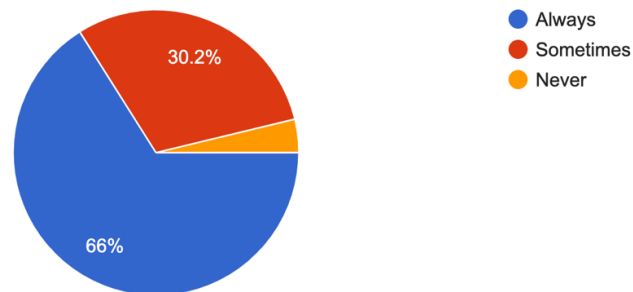
7. During the pandemic, did you feel your staff adequately communicated updates about the status of programming with you?

53 responses



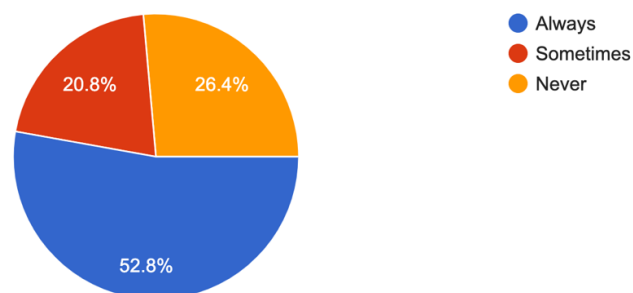
8. Have the lessons during the pandemic appropriate and engaging?

53 responses



9. Are you able to independently log into Zoom sessions while remote?

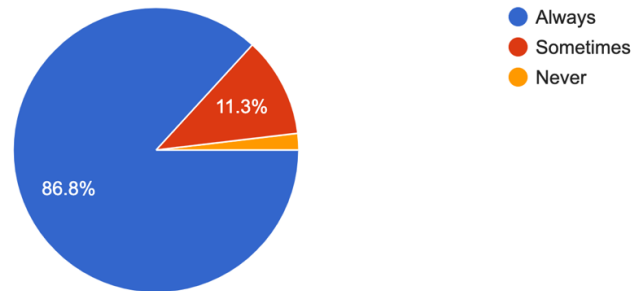
53 responses



Sense of Belonging 2020-2021 Today and Tomorrow Program Individual Survey

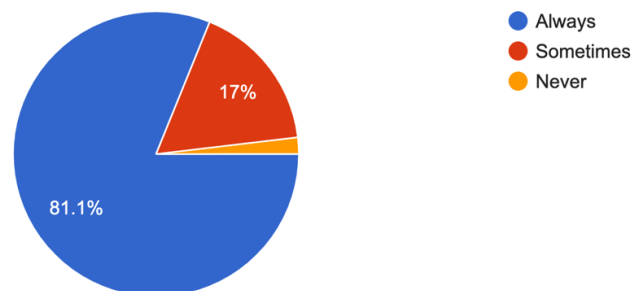
10. Are the expectations for COVID safety clear?

53 responses



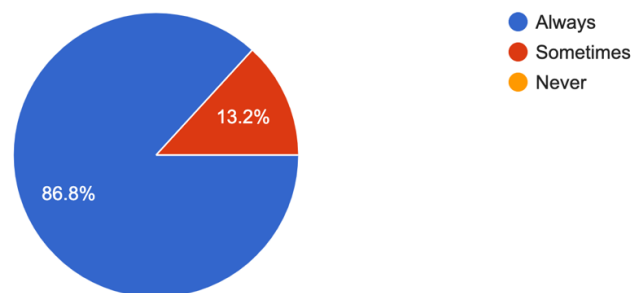
11. Do you feel that the staff implemented the appropriate policies and protocols to keep you safe in the program during the pandemic?

53 responses



12. Valley Collaborative is focused on the needs of individuals.

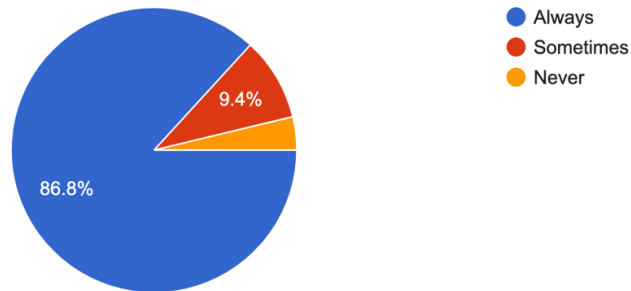
53 responses



Sense of Belonging 2020-2021 Today and Tomorrow Program Individual Survey

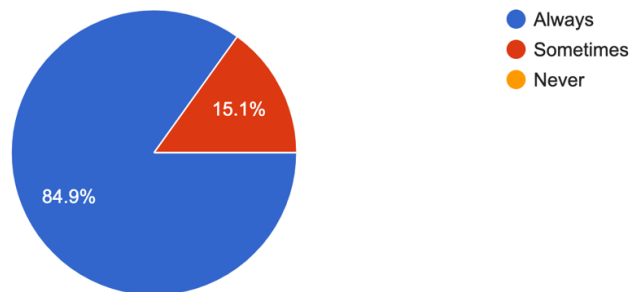
13. My staff treats all individuals respectfully, regardless of a individual's race, culture, family income, religion, sex, or sexual orientation.

53 responses



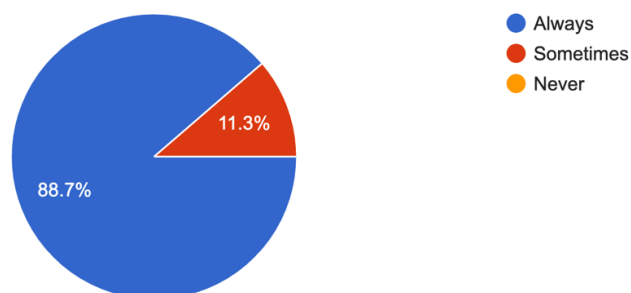
14. My staff knows when I am confused and helps me understand.

53 responses



15. In my sessions, my staff is interested in my well-being beyond just my lesson work.

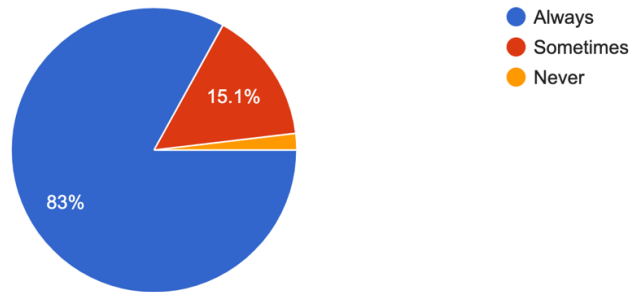
53 responses



Sense of Belonging 2020-2021 Today and Tomorrow Program Individual Survey

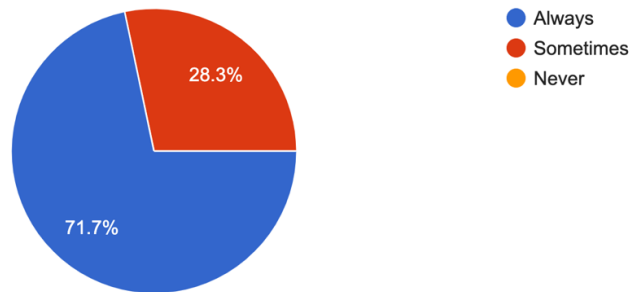
16. I am comfortable being myself at this program.

53 responses



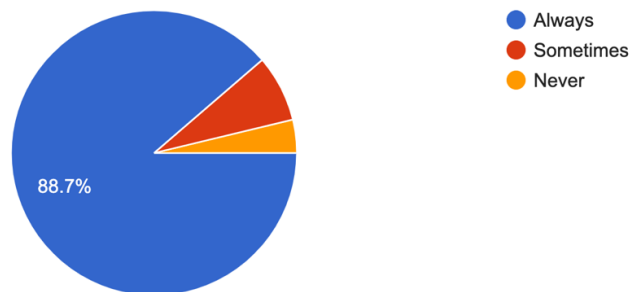
17. I am motivated to go to program because I like to learn new things.

53 responses



18. I have built positive relationships with other individuals.

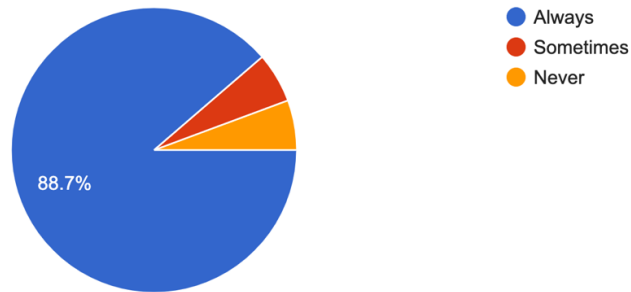
53 responses



Sense of Belonging 2020-2021 Today and Tomorrow Program Individual Survey

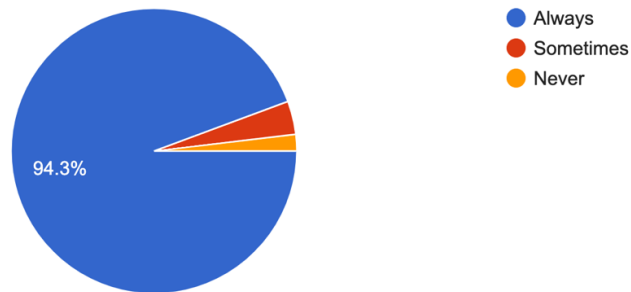
19. I have at least 1 friend I can talk to.

53 responses



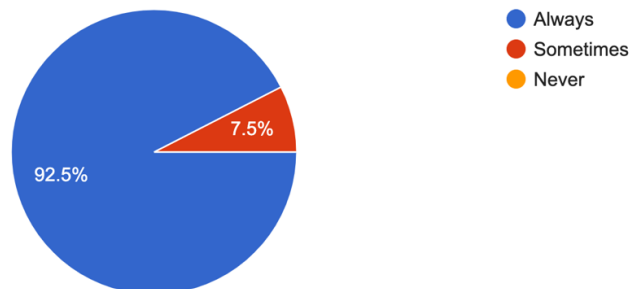
20. I feel safe in my program.

53 responses



21. My staff shows us how to respect different opinions our lessons.

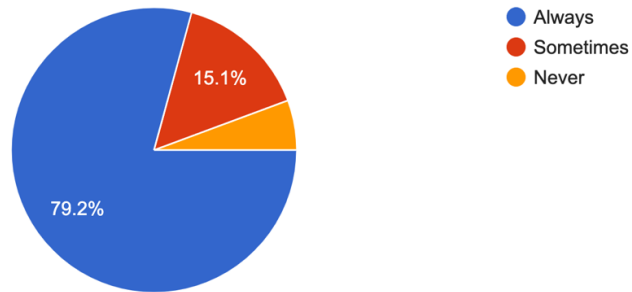
53 responses



Sense of Belonging 2020-2021 Today and Tomorrow Program Individual Survey

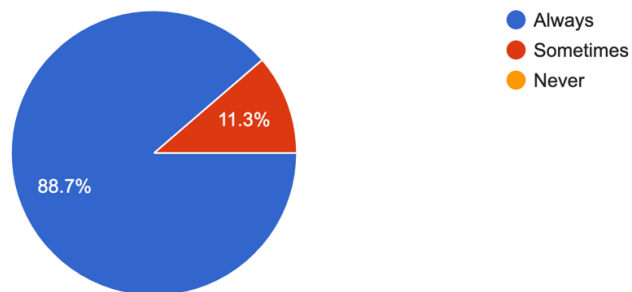
22. I am motivated to come to program because I enjoy attending.

53 responses



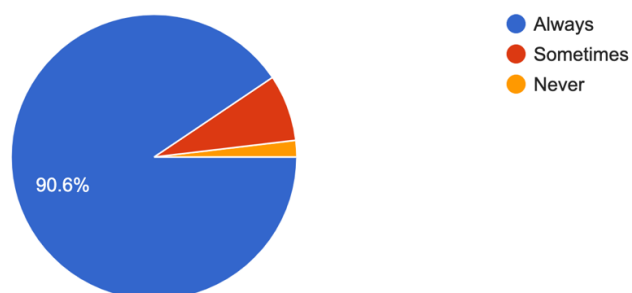
23. I like who I am as a individual.

53 responses



24. I try to follow the rules at the program.

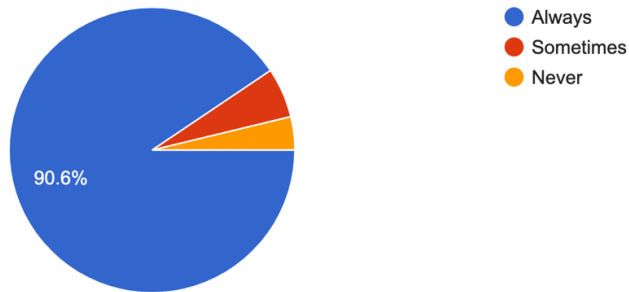
53 responses



Sense of Belonging 2020-2021 Today and Tomorrow Program Individual Survey

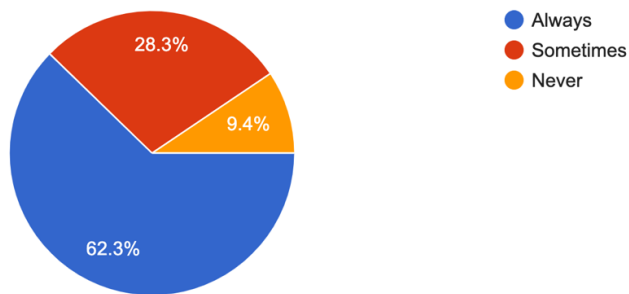
25. I participate in my ISP meetings and/or I give input for my ISP.

53 responses



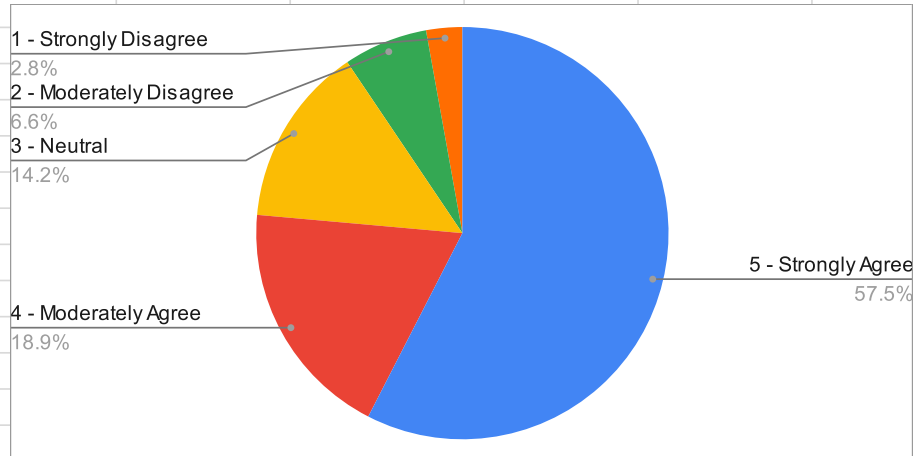
26. Do you feel like you get a say on the topic of what the daily lessons will be?

53 responses



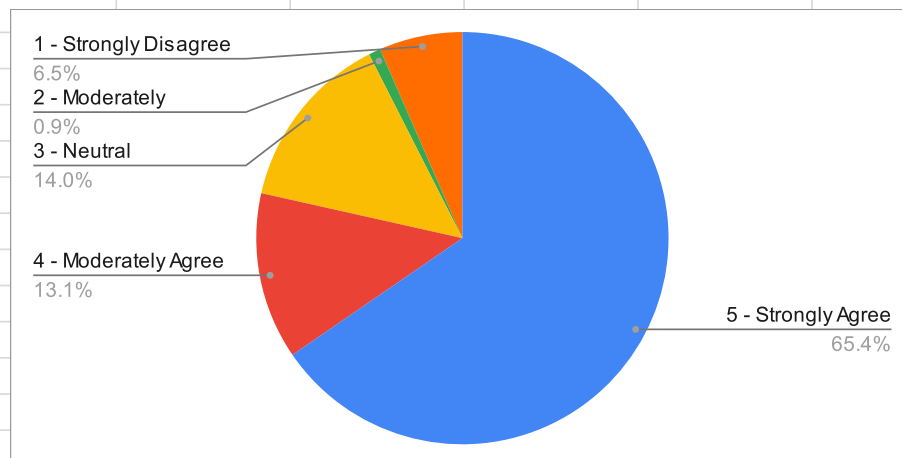
Valley Collaborative 2020/2021 Family Survey

1. Over the past year, do you feel you had adequate access to Valley's programming?



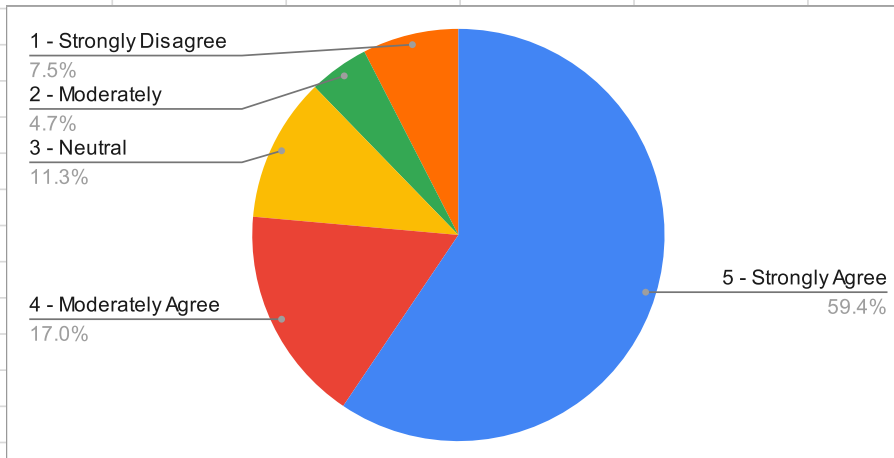
5 - Strongly Agree	61
4 - Moderately Agree	20
3 - Neutral	15
2 - Moderately Disagree	7
1 - Strongly Disagree	3

2. During the pandemic, did you feel as though you were connected to and supported by your Valley team?



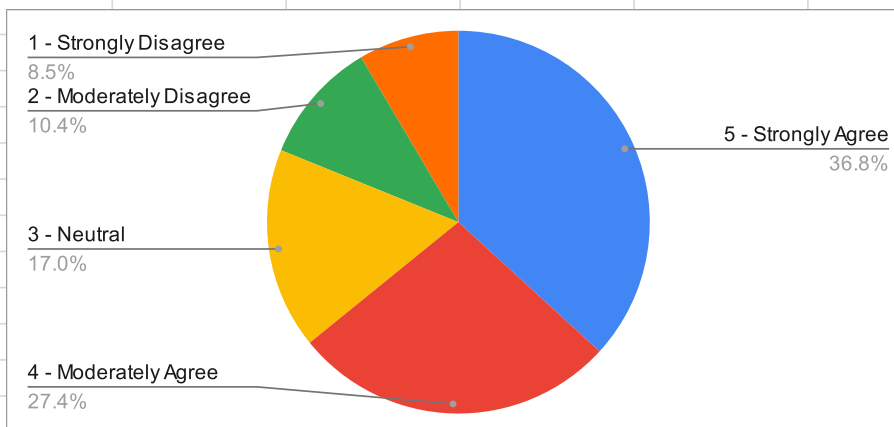
5 - Strongly Agree	70
4 - Moderately Agree	14
3 - Neutral	15
2 - Moderately Disagree	1
1 - Strongly Disagree	7

3. During the pandemic, did the Collaborative effectively communicate with you about the status of your student/individual's programming?



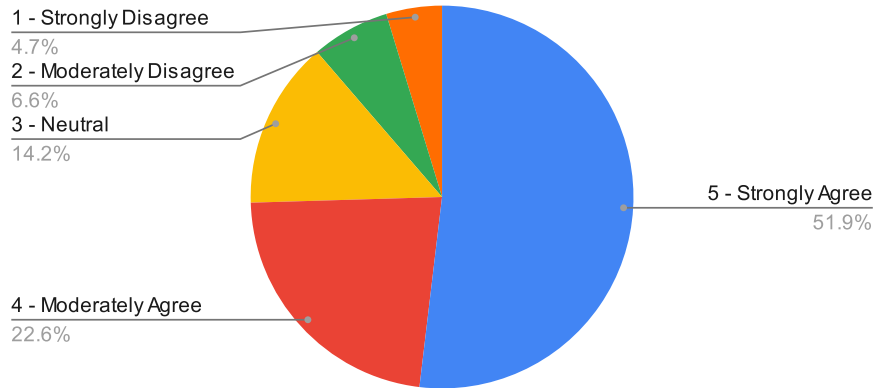
5 - Strongly Agree	63
4 - Moderately Agree	18
3 - Neutral	12
2 - Moderately Disagree	5
1 - Strongly Disagree	8

4. Do you feel your student/individual continued to progress during the pandemic?



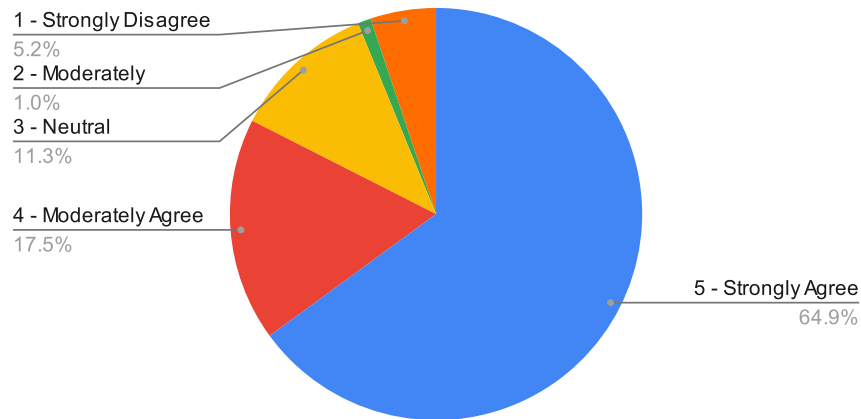
5 - Strongly Agree	39
4 - Moderately Agree	29
3 - Neutral	18
2 - Moderately Disagree	11
1 - Strongly Disagree	9

5. Were you satisfied with the alternative programming that was provided during the pandemic?



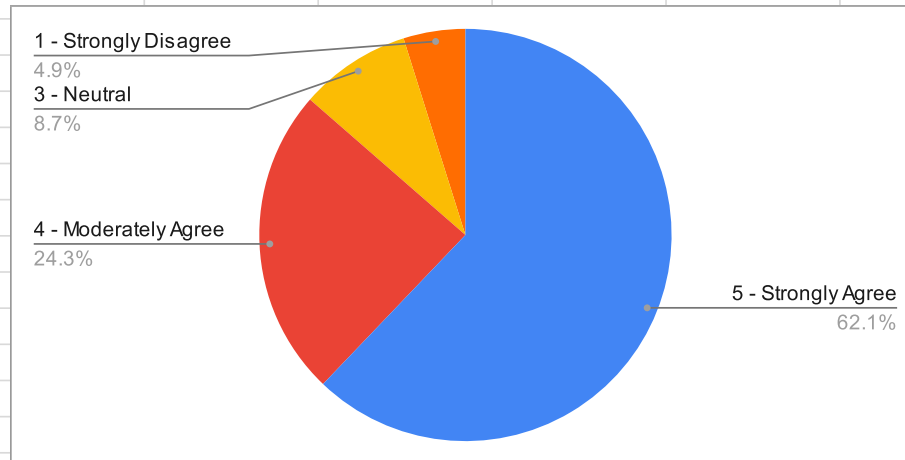
5 - Strongly Agree	55
4 - Moderately Agree	24
3 - Neutral	15
2 - Moderately Disagree	7
1 - Strongly Disagree	5

6. During the pandemic and if your student/individual returned to the in-person model, did you feel comfortable with the procedures that were implemented to keep them safe?



5 - Strongly Agree	63
4 - Moderately Agree	17
3 - Neutral	11
2 - Moderately Disagree	1
1 - Strongly Disagree	5

7. Did you feel properly informed about the policies related to the pandemic that were implemented



5 - Strongly Agree	64
4 - Moderately Agree	25
3 - Neutral	9
2 - Moderately Disagree	0
1 - Strongly Disagree	5



Central Administration Office

25 Linnell Circle, Billerica MA 01821 * Tel: (978)528-7826 * www.valleycollaborative.org

MEMORANDUM

To: Valley Collaborative Board of Directors
From: Dr. Chris A. Scott, Executive Director
Jessica Scalzi, Lead Nurse
Date: June 10, 2021
Re: COVID-19 Update

As of Tuesday June 8th there are no active COVID-19 cases at Valley Collaborative and no remote classrooms.

We have adapted our COVID-19 protocols in K-12 to align with the CDC and DESE recommendations on student and staff mask requirements for indoor/outdoor activities for vaccinated and non-vaccinated individuals.

Vaccine Update

Around 55% of Valley Collaborative staff have been fully vaccinated. 1/3 of our student population are now fully vaccinated and many others are in the process.

Required Action:

None

Attachments:

None



Central Administration Office

25 Linnell Circle, Billerica MA 01821 * Tel: (978)528-7826 * <http://www.valleycollaborative.org>

MEMORANDUM

To: Valley Collaborative Board of Directors
From: Dr. Chris A. Scott, Executive Director
Kari Morrin, Director of Human Resources, Title IX & 504 Coordinator
Date: June 10, 2021
Re: Human Resource Update

Similar to many organization's Human Resource departments amidst the throws of a global health emergency, Valley's Human Resource department was notably busier than usual over the 2020 – 2021 school year.

1. The COVID19 pandemic required incredible staffing management, as our programs provided virtual instruction before opening our doors to on-site instruction on August 3, 2020. Last summer, Valley introduced initial furloughs (some full, some partial) to some non-essential positions beginning June 5th, 2020. A second round of furloughs were instituted on July 13th, 2020, while a third and much smaller round of continued furloughs were announced on September 3, 2020. Managing benefit payments for employees on full and partial furloughs was crucial to keeping each individuals benefits active and from entering arrears.
2. As required by law, Valley supported staff requiring leave due to COVID19, covered by Families First Coronavirus Relief Act (FFCRA) until December 31, 2020. In January, 2021, Valley elected to continue to offer these same FFCRA benefits to any staff unable to work due to a qualifying reason outlined in FFCRA.
3. Over the course of the 2020 – 2021 fiscal year and in accordance with DESE's Diversity, Equity, and Inclusion initiatives, Valley began to post open positions on www.theteacherslounge.ma.org, which is a website aimed to recruit, revitalize, and retain educators of color. Of importance to note, over this fiscal year, 20% of all new hires identified themselves as non-white.
4. Valley continued to adhere to and be in compliance with retirement state reporting requirements to the Massachusetts State Retirement Board (MSRB) and Massachusetts Teachers Retirement System (MTRS). Due to instituting a shortened academic calendar this school year, all of our educators and therapists were issued shortened employment agreements (175 days). As such and due to an overpayment recoupment process, significant errors appeared on Valley's MTRS files from September – January, resulting in hundreds of errors each month that needed to be manually adjusted in MyTRS before monthly files could be submitted and released. We are happy to report that May's MTRS

error report included only 48 expected errors stemming from exceptions to an employee's status (i.e. FMLA, mid-year hire), which is a vast improvement from months/years past.

5. In an effort to significantly reduce salaried educators' overpayment status throughout the course of the fiscal year, Valley announced an adjusted start date to 212 day salaried employment agreements. 212 day salaried employees received a five year employment agreement, which will go into effect in September 2021. Going forward, the start of each school year will begin in September and end the following August. As the current 212 day salaried employment agreements end on June 30, 2021, 212 day salaried employees were issued a supplemental 2021 summer employment agreement for this July and August.

As such, employees on a 212 salaried employment agreement will be moved to a payroll schedule that begins in September and will end August 31st. This change will not cause an interruption to the frequency of pay and 212 salaried employees will continue to receive biweekly disbursements of pay.

According to MTRS eligibility guidelines, the 2021 educator summer employment agreement is not subject to MTRS withholdings and as a result, there will not be deductions over the four summer pays this July and August. Please note, this does not impact years of credible service. MTRS deductions will resume in September 2021 and continue through August each year.

6. Two employees announced their retirement. We kindly wish to thank both Susan Totton and Patricia Diglio for their tenure at Valley. Both demonstrated tremendous care and dedication to the mission and vision of Valley Collaborative.
7. Valley was chosen to participate in a mandatory Occupational Injuries and Illnesses survey for the 2021 calendar year by the U.S. Department of Labor and Bureau of Labor and Statistics. This survey requires a running record of any injury and/or illness that occurred between January 1 and December 31, 2021. To date, Valley has logged 5 injuries ranging from a bruise/swelling to pain in jaw/leg. In January of 2022, Valley will need to complete the survey using the running record.

Required Action:

None

Attachments:

None



Central Administration Office

25 Linnell Circle, Billerica MA 01821 * Tel: (978)528-7826 * <http://www.valleycollaborative.org>

MEMORANDUM

To: Valley Collaborative Board of Directors
From: Dr. Chris A. Scott, Executive Director
Date: June 10, 2021
Re: Communications

The following communications are attached for your review:

State Agencies

- DDS Grant

School Monthly Updates

- Elementary School Updates
- Alternative Programming Middle School and Transitional High School Updates
- Transitional Programming Middle School and Transitional High School Updates
- Adult Program Updates
- Literacy Update

Community and Staff Relations

- Staff Appreciation Email Response
- Staff Email Responses to Newsletter
- Valley's Spring 2021 Newsletter
- Valley's Summer 2021 Newsletter



Central Administration Office

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MEMORANDUM

To: Valley Collaborative Board of Directors
From: Dr. Chris A. Scott, Executive Director
Heather Valcanas, Director of Adult and Transitional Services
Date: June 10, 2021
Re: DDS Grant

Through the Technology Forward initiative, the Department of Developmental Services (DDS), is committed to promote and develop supportive technology as an opportunity for more inclusive and independent lives for people with intellectual and developmental disabilities (ID/DD).

A Request for Response (RFR) for Remote Supports and Monitoring services was released through COMMBUYS to purchase these services from providers to strengthen the supportive technology services available for individuals living throughout the state.

Valley has submitted a response to provide assistive technology services for eligible Adults with intellectual disability/developmental disability (ID/DD (ASD) on June 1, 2021. If awarded a contract, these services would begin on August 1, 2021.

Required Action:

None

Attachments:

None



Central Administration Office

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MEMORANDUM

To: Valley Collaborative Board of Directors
From: Dr. Chris A. Scott, Executive Director
Date: June 10, 2021
Re: Communications – School Monthly Updates

The following Monthly Updates are attached for your review:

- Elementary School Updates
- Alternative Programming Middle School and Transitional High School Updates
- Transitional Programming Middle School and Transitional High School Updates
- Adult Services Program Updates
- Literacy Update

Required Action:

None

Attachments:

Elementary School Updates with Slides and Video
Alternative Programming Middle School and Transitional High School Updates
Transitional Programming Middle School and Transitional High School Updates
Adult Services Program Updates
Literacy Update

Building a community that empowers children and adults to find their own way.



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MEMORANDUM

To: Valley Collaborative Board of Directors
From: Dr. Chris A. Scott, Executive Director
Date: June 10, 2021
Re: Monthly Update from
Heather Mackay, Co-Principal Elementary School
Jennifer Bergeron, Co-Principal Elementary School

The end of the school year has been an exciting and busy time at the Elementary School.

With our library being a favorite spot for students, Literacy Teacher Meghan Waters has begun the process of organizing and inputting our book inventory into a Library Data System that will allow students to check out books to keep the inventory systemic. Locating and signing out books will be a great skill for students to learn with and will be a helpful tool for teachers in curriculum planning.

The Elementary School recognized Mental Health Awareness with a week of mindfulness that included creating a kindness walk around the building where students wrote positive notes to each other in chalk and spent some time reading them throughout the school day. We also had a school wide virtual yoga class taught by a professional yoga instructor. Teachers have carried over skills they learned in yoga into morning meetings and end of the day routines to continue the importance of mindfulness. Throughout the week there was a focus on positive thinking, stress relief, self-awareness and self-care. We also celebrated Earth Day. Students learned how to help our planet thrive and were encouraged to be kind to the earth by planting seeds and designing t-shirts to promote the care of our environment.

As part of the wellness curriculum students have continued to access the community by participating in hikes on local trails with our P.E. teacher. They have enjoyed getting back out in the community and are looking forward to doing more off site. Our students will celebrate the end of school with our annual Field Day. There will be structured backyard games, water stations, an inflatable slide and bubble stations. Students and staff will enjoy a cookout-style lunch and sweet treats to end the day.

We are continuing to tour new students from a number of districts that include Wilmington, Westford, Exeter, Belmont and Nashua. Our current enrollment is 76 students at the Elementary School.

We are looking forward to finishing the school year with a virtual talent show and graduation to celebrate the hard work from the 2020-2021 school year!

Thank you for the continued support.

Building a community that empowers children and adults to find their own way.



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MEMORANDUM

To: Valley Collaborative Board of Directors
From: Dr. Chris A. Scott, Executive Director
Date: June 10, 2021
Re: Monthly Update from
Julie Fielding, Principal Alternative Programming
Valley Middle School and Valley Transitional High School

Happy June! I know everyone is looking forward to summer and some time off. For the rest of the year we have some outdoor field trips planned: hiking, white water rafting, the beach, etc.

We are currently finishing up MCAS testing and wrapping up end of the year academics.

Last week we had Site 1 and Site 2 graduations. Graduates and families had a great time. The feedback we received from them was all positive. Prior to the seniors leaving we had a senior trip to Six Flags, an overnight hike in NH and an overnight camping trip.

Referrals have been extremely busy as have IEP meetings late into the year this school year. We are finalizing ESY plans and getting staffing in order.

We are working on coming up with plans for next year with COVID restrictions lifting and changes needing to be made.



Central Administration Office

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MEMORANDUM

To: Valley Collaborative Board of Directors
From: Dr. Chris A. Scott, Executive Director
Date: June 10, 2021
Re: Monthly Update from
Nicole Noska, Principal Transitional Programming
Valley Middle School and Valley Transitional High School

Lots of excitement in the Transitional Programs as we close out the school year. At the end of May students began accessing the community for educational field trips, recreational activities and vocational opportunities. Students and staff got back to what they love and do best.

Classes were happy to be back to planning educational trips in which our students could practice their social and budgeting skills out in the natural setting. These trips consisted of going to places such as Great Brook Farm, Salisbury Beach, Castle Island, Gaining Ground, and Simmons Park. For some students this is the first trip back in the community, outside of attending school, since March 2020.

Vocationally, five students have obtained competitive employment while utilizing support through the Transitional Program's Vocational Coordinator. Over the past few months students worked on completing each step of the pre-employment process such as job search, resume development, scheduling and engaging in the interview and finally, getting hired. Students are working at Bear Hill Golf Course, landscaping, Ocean State Job Lot, Target, and a local catering company.

The after-school recreation program continued this school year remotely. Over the past two weeks students enjoyed two in-person activities, which took place outdoors. Students got the chance to enjoy painting ceramic animals, jewelry, and clay pots while socializing with their peers.

There are several upcoming events/activities that the staff and students are looking forward to. The Special Olympics will take place remotely this year. Students will participate in running, long jump, and other physical challenges. The 8th graders will be heading to Canobie Lake Park for their end of the year celebration before heading to 9th grade.

Graduation for the Transitional Programs was held on June 8th. This is our first celebration after a very long year and a half, and we had fun cheering on our students along with their families and friends.

This school year was unlike any other. All of the staff, including the teachers, therapists, paraprofessionals, nurses, and facilities department have gone above and beyond to ensure that the students all continued to receive high quality and innovative programming. I am so fortunate to be part of this team.

Building a community that empowers children and adults to find their own way.



Central Administration Office

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MEMORANDUM

To: Valley Collaborative Board of Directors
From: Dr. Chris Scott, Executive Director
Date: June 10, 2021
Re: Monthly Update from
Matthew Gentile, Assistant Director of Adult Services

Over the last month the Today and Tomorrow Program has continued to thrive as the pandemic winds down. We are at maximum capacity in the building and have even formed a waiting list for individuals who are now ready to return to the program. In the meantime, the remote sessions continue to be highly attended. Individuals continue to work in the community in their independent jobs, and in the last month four individuals have started new jobs at Primark, Walmart, Hannaford's, and 3 Trolls Games and Puzzles, respectively. Additionally, we built a partnership with Definitive Technologies and will start sending individuals there to work in the group format within the next couple of weeks.

Throughout the pandemic we have maintained our relationships with the organizations we contract with. While the work sites are not yet open to take the groups back we have been able to start sending specific individuals out to the sites. For instance, one individual started back at Bristol Meyers Squibb, with the support of a Direct Support Professional, on June 2nd. We are hopeful this will begin to open the door for our full return to the work sites.

Additionally, on site, through the diligent work and creativity of staff, we built a Sensory Room to help our individuals cope with the stressors and anxiety of the day. This newly instituted Sensory Room has already paid dividends as it gives the individuals an outlet they did not previously have. Having a space to decompress and regroup has been, and will continue to be, essential for many of our individuals to successfully navigate their day.

As we await guidance from DDS we are gearing up for more individuals to return. We will continue to coordinate with our job sites and hope to be able to return to them as we are able to accept more individuals physically back into the program. In the meantime the individuals will continue to focus on their employment skills and life skills to keep their minds and skills sharp as we all eagerly prepare for our emergence from COVID protocols.



Central Administration Office

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MEMORANDUM

To: Valley Collaborative Board of Directors
From: Dr. Chris A. Scott, Executive Director
Nick LeClair, Literacy Coach
Meghan Waters, Literacy Coach
Date: June 10, 2021
Re: Literacy Update - Dyslexia Guidelines Updates

I wanted to provide an update on the Dyslexia Guidelines. The work we have done in years past has put our program in a strong position to be in line with most of the recommendations outlined by DESE. We have read through the Dyslexia Guidelines, reflected on our own program, and looked at what other districts are doing at the macro level to support literacy. We have targeted the following areas where we could improve our literacy program:

Assessment Tools: We have built an impressive tool kit of assessments for various purposes like IEP development, gauging present level of performance for new students, 3-Year Reevaluations, universal screening, and benchmarking. Our assessments are specific to the diverse skills involved in successful reading. We have identified phonological awareness as a foundational reading skill where we do not have a norm-referenced assessment. We are researching the CTOPP-2 to fill this need. This assessment, combined with the RAN/RAS and other rapid automatic naming batteries that we already employ, can help identify students at risk for dyslexia.

Data Meetings: We have established ELA teams at 40 Linnell, and the elementary school teachers have longstanding literacy routines. We collect a large amount of data throughout the year, but the data can be put to better use. DESE recommends 5 data team meetings throughout the year. During these meetings the teams would follow specific protocol—identify tier 1, 2, and 3 students in each program; discuss progress monitoring data for tier 2 and 3 students; discuss classroom supports offered to tier 2 and 3 students; communicate to the data team the specific skill targeted for each tier 2 and 3 student; identify students who are at risk for dyslexia based on RAN/RAS, phonological assessments and other relevant data.

Progress Monitoring: We are currently administering benchmark assessments and universal screeners to all students from K-12. Universal screening prevents students with reading difficulties from going unidentified. Benchmarking shows us how the student is performing in regards to the student's grade level. Our benchmark periods are in line with DESE's guidance; we currently benchmark three times per year. Progress monitoring involves assessing the student at his/her instructional level, and the progress monitoring periods are much more frequent depending on the student's placement within a Multi-Tiered System of Supports. We could be better at progress monitoring students in Tier 3. This involves more frequent assessments, appropriate assessment tools (normed, skill specific, short duration), and reflection in data team meetings.

Our assessment tools can be better for progress monitoring as well. DIBELS is a widely used assessment system for K-8 that breaks down into short and skill-specific batteries. The assessments are criterion-referenced, and DIBELS recommends benchmarks for beginning, middle, and end of the year points for grades K-6. Meghan and Nick have reached out to a DIBELS representative to meet and explore our options; we could replace some assessments at the elementary school with DIBELS, which would provide more robust, valid, and reliable assessments targeted to specific skills. At 40 Linnell Nick could adopt DIBELS for tier 3 students because tier 3 students are assessed at instructional level.

Here is a breakdown by building on how we plan to address the needs we have identified:

	Assessment Tools	Data Meetings	Progress Monitoring
Elementary School	<ul style="list-style-type: none"> -Research CTOPP-2 to determine validity and reliability for assessing phonological processing skills. -Adopt RAN/RAS for assessing processing speed and retrieval. This assessment could help identify students at risk for dyslexia. 	<ul style="list-style-type: none"> -Hold 5 data team meetings per year to identify tier 1, 2 and 3 students. -Discuss progress monitoring data for tier 2 and 3 students in data team meetings. -Discuss classroom supports offered to tier 2 and 3 students. -Communicate to the data team the specific skill targeted for each tier 2 and 3 student. -Identify students who are at risk for dyslexia based on RAN/RAS, CTOPP-2(?), and other relevant data. 	<ul style="list-style-type: none"> -Meet with DIBELS representative to determine if their services meet our needs, and to what extent. - Add to the progress monitoring schedule <ul style="list-style-type: none"> -Tier 2: Once every other month -Tier 3: Once per month
Middle / High School	<ul style="list-style-type: none"> -Research CTOPP-2 to determine validity and reliability for assessing phonological processing skill -Communicate to classroom teachers the relationship between student performance on reading comprehension assessments and time taken to complete assessment. 	<ul style="list-style-type: none"> -Hold 5 data team meetings per year to identify tier 1, 2 and 3 students. -Discuss progress monitoring data for tier 2 and 3 students in data team meetings. -Discuss classroom supports offered to tier 2 and 3 students. -Communicate to the data team the specific skill 	<ul style="list-style-type: none"> -Create a progress monitoring schedule for tier 2 and 3 students. <ul style="list-style-type: none"> -Tier 2: Once every other month -Tier 3: Once per month -Pending meeting with DIBELS representative, pilot DIBELS for tier 3 students. Progress monitor targeted skills at the student's instructional level.

	targeted for each tier 2 and 3 student. -Identify students who are at risk for dyslexia based on RAN/RAS, CTOPP-2(?), and other relevant data.	
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We are excited to get to work on all this, and to continue other projects that will strengthen our literacy program. We will keep administration updated on any progress or changes. Please let us know if there are any questions or follow up.

Required Action:

None

Attachments:

None



Central Administration Office

25 Linnell Circle, Billerica MA 01821 * Tel: (978)528-7826 * <http://www.valleycollaborative.org>

MEMORANDUM

To: Valley Collaborative Board of Directors
From: Dr. Chris A. Scott, Executive Director
Date: June 10, 2021
Re: Communications – Community and Staff Relations

The following communications are attached for your review:

Community and Staff

- Staff Appreciation Email Response
- Staff Email Responses to Newsletter
- Valley's Spring 2021 Newsletter
- Valley's Summer 2021 Newsletter

Required Action:

None

Attachments:

Staff Appreciation Email Response
Staff Email Responses to Newsletter
Valley's Spring 2021 Newsletter
Valley's Summer 2021 Newsletter

From: [Jennifer Schultz Bray](#)
To: [Chris Scott](#)
Subject: RE: Staff Appreciation
Date: Thursday, May 6, 2021 7:59:34 AM
Attachments: [image002.png](#)

Dr. Scott,
Thank you for all the support! And thank you for making Valley such a great place to work!

Best,
Jen Schultz Bray

Jennifer Schultz Bray, MA ET, LMHC, REAT, LSAC
School Adjustment Counselor/ Clinician
Valley Collaborative – Site 3
Transitional Middle/High School
40 Linnell Circle
Billerica, MA 01821
Office: (978) 528-7833
Fax: (978) 528-7810

jschultz@valleycollaborative.org

My pronouns: she/her/hers

[Jen's Social and Emotional Wellness Blog](#)



From: Chris Scott
Sent: Wednesday, May 05, 2021 2:16 PM
To: All Valley Collaborative Staff <collaborative@valleycollaborative.org>
Subject: Staff Appreciation

Dear Valley Staff,

In recognition of Staff Appreciation Week, I wanted to reach out and thank each of you for the role you play in serving the most vulnerable among us. Your impressive work ethic, dedication and professionalism are greatly appreciated.

Throughout the pandemic you have remained positive and unwavering in your dedication to Valley. Whether you have been working remotely or on-site the focus has always been on the students of the Elementary, Middle and High Schools and the Individuals in our Adult Program.

We are proud of the work you do and appreciate you.

Your biggest fan,

-Chris

Chris A. Scott, Ph.D.
Executive Director



25 Linnell Circle
Billerica, MA 01821
978-528-7826

From: [Patricia Evans](#)
To: [Chris Scott](#)
Subject: Re: Valley's Spring 2021 Newsletter
Date: Friday, May 14, 2021 11:10:00 AM

Dear Chris

I have really enjoyed reading through the newsletter.
Congratulations to everyone involved!

Best Regards

Pat

Patricia Evans,
Program Supervisor, Today & Tomorrow Work Services,
Valley Collaborative,
25 Linnell Circle, Billerica, MA 01821
978-528-7800 ext. 728
pevans@valleycollaborative.org

From: [Kelly Fitts](#)
To: [Chris Scott](#)
Cc: [Donna Suarez](#)
Subject: RE: Valley's Spring 2021 Newsletter
Date: Friday, May 14, 2021 8:29:03 AM

Good Morning,

Amazing newsletter, what a wonderful job. As an employee and guardian of one of the adults, the stories and information were great. And the bios of everyone were so special.

Thank you for cheering my morning up by reading it.

Kelly



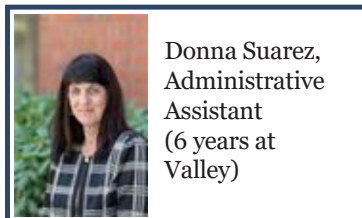
We are: Making it Work!

- Page 2: Spring is here and the Today & Tomorrow Program is ready to bloom!



We are: Curriculum

- Page 4: Creating activities for the Adult Program has been a challenging, fun, and rewarding job over the past year!



Donna Suarez,
Administrative
Assistant
(6 years at
Valley)

We are: Hard Working

- Page 3: Staff of the Month

VALLEY COLLABORATIVE

Volume 9, Issue 2 News for the extended Valley Collaborative community Spring 2021

Valley Collaborative DDS, MRC, MCB, SSA Adult Services Program

Dear Valley Community:

This is a special edition of our newsletter dedicated to all of the Individuals we serve in the Massachusetts Department of Developmental Services (DDS), Massachusetts Rehabilitation Commission (MRC), Massachusetts Commission for the Blind (MCB), and Social Security Administration (SSA) Programs.

Valley Collaborative's Adult Services Department provides training, employment and community integration services for Individuals with disabilities through funding by DDS, MRC, MCB and SSA. These programs provide a robust pathway for students to continue their careers beyond high school so that they can reach their educational and/or occupational goals.

Valley's staff have overcome many obstacles this past year while remaining focused on the needs of these Individuals and committed to their care. The resilience and adaptability they have shown kept those programs thriving throughout the Covid-19 pandemic and allowed for these much needed services to continue without interruption. Whether it was the job development team continuing to support essential workers at their worksites during lockdown, direct support professionals learning how to

provide services remotely, or the supervisors creating new curriculum and activities for individuals to engage in, the entire department was focus on providing exceptional services to the community we support. Highlighted in this newsletter are just a sampling of the many success stories that have come out of a year of struggle and opportunity.

Below is just some of the feedback we have received from the community:

. "Thank you to Valley for the diligence and dedication during these times and thank you to the counselors for making sure they identify and coordinate all resources for their consumers. It does truly take a village..." -

Maureen Kriff, MRC Area Director

. "Wonderful things are happening with our collaboration together and I am grateful." -

Rachel Chapman, MRC Vocational Rehabilitation Counselor

. "I wanted to let you know that I had a long phone call with a parent today, and she could not speak highly enough about Valley and the support that her son is receiving.

>>>Continued on Page 3

VALLEY COLLABORATIVE

We Make It Work!

Spring is here and the Today & Tomorrow program is ready to bloom! After a long year of dealing with an unprecedented pandemic and adapting to the "new normal" the individuals in the Today & Tomorrow Program have continued to move forward to reach their individual employment and personal goals. One such Individual, Ryan Woods, has been with the Today & Tomorrow program for several years. During this time Ryan has worked extremely hard at a variety of job sites as well. He has worked with the Job Development Team to develop employment skills to find an independent job in the community.

Job Developer, Chris Woodward, 2 years at Valley, has spent several months training with Ryan to explore and develop his employment goals and skills. Together they created his resume, practiced interviewing, completed assessments, and practiced how to deal with various situations in the workplace. All of their time and effort paid off! Ryan interviewed at Lowe's and Primark and received an offer at both locations. After discussing the pros and cons with Chris and his family, Ryan decided to accept the offer at Primark and will be starting shortly. Eight additional Individuals in the Today & Tomorrow Program have secured job opportunities with the support of the Job Development Team this spring. These positions are scattered throughout the Merrimack Valley and include Dan Sicard at Home Depot, David Silva at 3 Trolls, Natalie Surette and Samantha Wojtowicz at Market Basket,



Ryan Woods, Wilmington (left) and Joe Venskus, DDS Job Developer (15 years at Valley)

Ryan Woods at Primark, Kenny Bonnell at Camp Paul, Lindsey Biron at Wamesit Lanes and Edgardo Cabera at Walmart. The Today & Tomorrow Program has embraces its motto all year - WE MAKE IT WORK!



Ray Busby, Tyngsborough (left) and Dr. Chris A. Scott, Executive Director Ray is proudly sporting his new Valley Collaborative baseball cap. We are proud that Ray chooses Valley for his vocational programming. Ray works at the Tyngsborough High School.

Evan McAvoy

Evan McAvoy (MRC Client) has been employed by the Middlesex County Retirement System as a custodian since August of 2014. Evan was initially referred to Valley Collaborative by the Lowell Massachusetts Rehabilitation Commission. Valley staff worked closely with Evan updating his resume, working on interview skills and setting career goals. Evan has worked throughout the COVID-19 pandemic and he takes great pride in his work. Thanks to Evan for helping to create a safe environment for the Individuals and Staff at Valley! We appreciate you Evan and your employer the Middlesex County Retirement System.



Evan McAvoy, Custodian, Middlesex County Retirement System

VALLEY COLLABORATIVE

We Make It Work!

>>>Continued from Front Page 1

Although he is completely virtual at this time, she made a point of telling me that she overhears the ZOOM classes, and said that the staff and job coaches running his groups are always respectful and do a great job of getting participation and responses from the folks participating. She said that everyone has such a great approach, and give great positive feedback to the individuals, that she knows her son and his peers are being heard and valued." - **Jarrod Douglass, Human Services Coordinator, Department of Developmental Disabilities**

. "Thanks, Holly. And Happy Teacher Appreciation Day to you and all the Valley Staff. You guys are doing AMAZING things! Thank you!" - **Gail, DDS Adult parent**

As you may know, Valley just celebrated Staff Appreciation Week. Below I share with you the email I sent out to staff and the "bio" of Donna Suarez - Valley's very special staff person of the month.

Dear Valley Staff,

In recognition of Staff Appreciation Week, I wanted to reach out and thank each of you for the role you play in serving the most vulnerable among us. Your impressive work ethic, dedication and professionalism are greatly appreciated.

Throughout the pandemic you have remained positive and unwavering in your dedication to Valley. Whether you have been working remotely or on-site the focus has always been on the students of the Elementary, Middle and High Schools and the Individuals in our Adult Program.

We are proud of the work you do and appreciate you.

Your biggest fan,

Chris

Chris A. Scott, Ph.D.
Executive Director

Staff of the Month

Donna Suarez is Valley Collaborative's staff of the month. Mrs. Suarez's contributions can be seen throughout 25 Linnell Circle, at the heart of Valley's Adult Service Program. Donna's work ethic shows her incredible devotion to Valley Collaborative's mission and vision. Not only does Mrs. Suarez excel at her work, but she always offers to help others, even when she is extremely busy. Donna's kind smile, warm presence, energetic nature, and caring demeanor greet all who enter the doors of our program. As the building 'greeter,' she makes all who enter feel welcome and at home. She prioritizes her work every morning in order to be available to provide this level of comfort and care to our Individuals during their arrival and dismissal times. Donna values the inclusive feeling of a family and brings this core value to her work at Valley on a daily basis. Additionally, Donna is astutely aware of special dates and upcoming events in the personal lives of our Individuals. Her ability to plan little surprises for our adults and staff, remembering birthdates and/or special occasions with a kind card and perhaps a small cake, is most thoughtful. Aside from Mrs. Suarez's can-do work ethic and attitude, her penchant for party planning has led to her informal title as the social convener for Valley! Donna, thank you for choosing to work on the Valley team and thank you for all that you do.



Heather Valcanas,
Director of Adult
and Transitional
Services, (14 years
at Valley)



Matthew Gentile,
Assistant Director of
Adult and
Transitional
Services (7 years at
Valley)

Heather Valcanas is the Director of Adult & Transitional Services for Valley Collaborative. She has a BA in Human Services Management and more than 13 years' experience with Valley overseeing programming for more than 220 Individuals through various state and federal contracts. During Ms. Valcanas' tenure, she has worked with Dr. Scott and the team to increase the number of Individuals receiving DDS services from Valley Collaborative by 60%, as new and exciting programs and partnerships have been developed and implemented.

Matt Gentile is the Assistant Director of Adult Services for Valley Collaborative's Today and Tomorrow Program. Matt has been with the Collaborative for the last seven years, but just recently took on his new role of Assistant Director. Matt is dedicated to providing meaningful programming to the individuals of the Today and Tomorrow Program.

Originally a High School Guidance Counselor, Matt has built up a cache of tools and techniques to reach individuals and help them meet their goals and achieve successes throughout their daily lives. Matt is devoted to creating an environment that fosters learning through instruction and experience, while also providing a safe place for individuals to discover their true capabilities."

VALLEY COLLABORATIVE

Curriculum and Activities



Hybrid Classroom with Bob Perkins, Vocational Coach (4 years at Valley)
Throughout the pandemic Individuals have participated in remote and on-site learning. This picture depicts individuals on-site at 25 Linnell circle while their colleagues are zooming in.

Creating activities for the Adult Program has been a challenging, fun, and rewarding job over the past year. This job is also very much a team effort. Matt Gentile does a great job choosing topics that are relevant and important to the Individuals we serve based on their feedback. The topics tie directly into job development skills, independent living skills, social skills, coping skills, and most importantly - safety skills. I recently developed a whole week's worth of lessons/activities inspired by one of the Individuals in the program. Renato Silva also has a large part in the development of the activities. He develops the direct and explicit instruction lesson that precedes the activities I create. We often discuss the topic given to us by Matt and collaborate about the direction we would like to go with it in order to be the most beneficial and applicable to the Individuals in the program.

In order to incorporate each

Individuals' communication and social skills

4

goals, I build in open response discussion activities to help Individuals review, summarize, reflect upon, analyze, and synthesize the topic. It is important that these open discussion questions be personalized and reflective so that Individuals can understand how the topic applies to their own lives. These activities have been a great way for Individuals to practice their

two-way conversation and turn taking skills with their staff and peers. They also allow Individuals to dive deeper into the topics and clear up any questions or parts of the lesson that they didn't quite understand. Although guiding questions are built in to these discussion activities, it is important to note that organic discussion is always encouraged.

In addition to the discussion activities, the Valley team has also developed curriculum around job interviews, community resources, safety and personal care. To keep the activities/lessons fun and lively, I try to incorporate a variety of games such as "Deal or No Deal" and "Jeopardy", when possible and I am currently working on developing a Family Feud game to incorporate into the lessons.

Overall, creating these activities for the Individuals has been a very rewarding experience. I am continuously learning something new and evolving these activities to better suit Individuals' needs, but more importantly, Individuals seem to be enjoying the activities and improving their skills during this unprecedented time.



Nikki Gounaris, Field Teacher (17 years at Valley) and Renato Silva, Teacher (not pictured - 3 years at Valley) have developed engaging activities for all those participating in remote and on-site vocations.

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Individual Spotlight

Jack Saba

Jack started in the Adult Program last year at the height of the COVID-19 Pandemic. By participating in Valley's remote programming, he has been building friendships with various people in his group. Jack attends the remote sessions daily and has

clearly made it a priority to stay engaged with his peers and staff at Valley. While Jack was reserved and quiet when he first started in the remote sessions, he now actively participates and often leads the conversation with no fear at all! Jack has truly stepped out of his shell and has made the best of the

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new service delivery method with Valley. Initially, Jack was nervous to read out loud to the group. Now, he's volunteering to read every day! Jack comes to every meeting with a bubbly attitude and a huge smile on his face. He volunteers to participate in any meeting he can and always surprises us with his many talents and abilities when he has opportunities to share.



Jack Saba
Chelmsford
DDS Client



We are: Headed Up

■ Page 3: The Alternative High School mountaineers are back in the wild.



We are: Saying Farewell

■ Page 4: Transitional Middle/High School teacher Pat Diglio is retiring. She'll be missed by staff and students alike.



We are: Individuals

■ Page 5: For Individuals in Valley's Today & Tomorrow Program, pandemic-related changes brought challenges and opportunities.

VALLEY COLLABORATIVE

Volume 9, Issue 3 News for the extended Valley Collaborative community Summer 2021

Positive Feedback

Dear Valley Community:

Finally, the 2020-2021 pandemic school year is in the rearview mirror. I know that it has been a challenging year with many losses experienced. I would like to thank our dedicated staff and the Valley Board of Directors for their commitment to Valley's mission and those we serve. As things return to normal Valley pledges to continue to work hard to provide excellent programming.

In the spirit of continuous improvement, throughout the pandemic we surveyed our staff, students and their families numerous times in order to get feedback on our performance. I share with you below some of the highlights from these surveys. The complete results can be found on our website at www.valleycollaborative.org. The feedback has been very encouraging and supportive of the Valley team – Thank you; we are proud to serve.

We are all looking forward to the beginning of the 2021-2022 school year. I wish you all a happy and safe summer holiday. If I can ever be of assistance my door is always open.

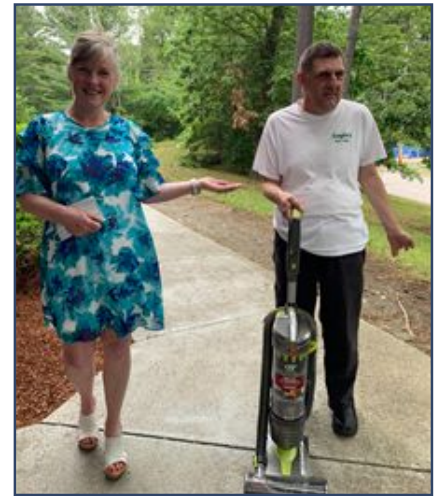
My best to you,

Chris

Chris A. Scott, Ph.D.
Executive Director

Staff Survey Results

- 93.4% of staff agree or strongly agree that their principal/administrator promotes a culture that affirms and values individual cultural, linguistic, racial, gender and other identity differences
- 97.3% of staff agree or strongly agree that their principal/ad-



DR. CHRIS A. SCOTT AND INDIVIDUAL OF THE YEAR MICHAEL KEMPTON

ministrator implements effective school-based programs that support students' social and emotional well-being.

- 94.7% of staff agree or strongly agree that teachers have access to digital and technology tools (e.g. learning management systems, teaching and learning apps) that cultivate a safe and supportive online learning environment for students.
- 96% of staff agree or strongly agree that our building has systems (e.g. entry and dismissal routines, meals, class, transitions) in place to ensure that the school runs in a safe and efficient manner.
- 93.4% of staff agree or strongly agree that our building administration provided clear and direct communication to them during the pandemic regarding closure, reopening, and protocols.

**continued on back page*

VALLEY COLLABORATIVE

Elementary School: Celebrating Inclusion

Inclusion and representation are issues that Valley Elementary teacher Amanda Aprile has long been passionate about. But with the school where she's worked for nearly a decade now home to an increasingly diverse staff and student body, Amanda decided it was time to translate passion into action. Her goal: to help the elementary school celebrate and recognize Black history throughout the entire month of February.

"My 5th and 6th graders are seeing what's going on in the world and we were able to have some pretty open and honest conversations in class," says April. "But there's still a lot of work to be done. Putting together some resources for Black History Month seemed like the least I could do."

She started by reaching out to music teacher Bryan Thomas. He leaped at the challenge and immediately got to work putting together materials to showcase the contribution of Black artists to so many of the songs students know and love today. Bryan also created a music video featuring the elementary school staff, singing and playing the music to Bill Withers' *Lean on Me*, dedicated to Valley students.

Amanda also recruited volunteers to read an excerpt over the loud-



STUDENT ART PROJECTS FROM THIS SPRING'S BLACK HISTORY CELEBRATION AT VALLEY ELEMENTARY. TEACHERS ACROSS THE SCHOOL WORKED TO INCORPORATE LESSONS FROM BLACK HISTORY INTO THEIR CLASSES.

speaker each day from the book *28 Days: Moments in Black History That Changed the World*. Every day during lunch time, the entire school got to hear and learn about important leaders such as Crispus Attucks, Shirley Chisholm and Daniel Hale Williams. Later in the month, students were asked to complete an art project that asked how they would change the world.

And to assist her colleagues who wanted to incorporate Black History Month lessons in their classrooms, Amanda put together resources including virtual libraries and presentations explaining Black History Month and biographies suitable across grade level and student populations. Amanda says that she hopes

the resources will become a regular supplement to Valley's curriculum, used throughout the school year.

Amanda has been an advocate for inclusion and representation for as long as she can remember. She joined the Center for Multicultural Affairs as a mentor while attending Bridgewater State, and spent every Saturday morning volunteering at a physical development clinic for children and young adults with disabilities. These days her passion is personal. This fall she'll be welcoming a multiracial child into the world. "It's really important for me to continue to educate myself for my own family, for my students, and for the school community." ■

RAISING AUTISM AWARENESS

FOR THE FOURTH YEAR IN A ROW, VALLEY HELD AN AUTISM SPEAKS WALK. ON APRIL 7TH, STAFF AND STUDENTS DRESSED IN BLUE AND PARTICIPATED IN A THREE-LAP WALK AROUND THE SCHOOL IN SUPPORT OF AUTISM AWARENESS. THIS YEAR, SOME SPECIAL GUESTS WERE IN ATTENDANCE: SCHOOL RESOURCE OFFICERS WHO JOINED IN WITH THEIR PATROL CARS AND BLUE LIGHTS. A SPECIAL THANKS TO BRITTANY PICHETTE AND JACLYN CROCKER FOR HELPING MAKE THIS SUCH A GREAT EVENT!



VALLEY COLLABORATIVE

Alternative Middle/High School: Rising to Great Heights

Last spring, students at Valley's Alternative Middle/ High School were preparing for their most ambitious mountain climbing adventure to date: a cross-country trip to Washington's Mt. Baker. "We had arguably the greatest plan for outdoor ed in history. And when we shut down for COVID that went out the window," says Assistant Principal Glen Costello.

Fast forward a year and Valley students are reaching new heights. In recent weeks, they've scaled New Hampshire's Mt. Monadnock, Mount Cardigan, and Mt. Washington. Then, on a recent spring weekend, the group of six students—four seniors and two sophomores—pulled off their most arduous climb to date: a 14-mile walk that summited Mt. Flume, Mt. Liberty and Little Haystack. The hike took nearly 12 hours over half-frozen terrain known as a "monorail." The conditions were really tough, says Glen. "You slip, you sink, your boots get soaked. It made for strenuous stretches. Kids were amazing with their perseverance and their team mentality."

The overnight-adventure with its challenges, setbacks and ultimate triumph, could also serve as a metaphor for the past year at Valley. The pandemic forced a pivot to online learning and required students and staff members to adapt on a dime. And just as hikers who encounter obstacles along the way need a contingency plan, so did Valley staff during the past year. "Being an alt ed teacher, you just adapt and overcome," says Glen.

When COVID restrictions kept students from participating in a basketball league with other collaboratives, Guidance Counselor Todd Fletcher came up with first-floor



VALLEY'S FIRST-FLOOR MOUNTAINEERS REACH THE SUMMIT OF MOUNT LIBERTY ON THE WAY TO HAYSTACK, BEFORE THE FRANCONIA RIDGE ON A RECENT HIKE.

leagues for soccer and basketball that included teams, practices and games. Like a number of Valley staff members, Todd is a former star athlete—he played hockey at UMass Lowell. And while his job usually entails helping students with career planning and resume building, the challenges of the pandemic have given him new appreciation for the rewards of outdoor education. "It's not just physically but mentally challenging," says Todd, who has joined forces with Glen and IEP Coordinator Bobby Nimblett to accompany students on the overnight hikes. "Students come away feeling 'if I can hike Mt. Washington or Mt. Monadnock, I can do anything.'"

A recent spring day found the Valley mountaineers atop Mount Washington. They'd hiked all day and made it to Lake of the Clouds in time to take in a breathtaking sunset at an elevation of 5,000 feet. While the original plan had been to camp, then spend roughly 14 hours covering the

range known as the Northern Presidentials, a bad weather forecast had already forced the group to change plans once. Now stiff winds and dropping temps forced another adjustment. Instead of hiking on, they made the decision to head back down the trail. While falling short of their ambitious goal was disappointing, Bobby says that the experience was full of valuable lessons. "You have this big lofty goal and then it doesn't work out and you have to make some quick decisions and adapt."

For seniors in particular, says Bobby, the experience of being part of the mountain climbing group has been really important. "They have this sense that 'we're the first kids to do this.' Not only do these trips give them a feeling of connection and accomplishment but they have a sense that 'we're the first kids to do this,' and it inspires them to want to push further," says Bobby. ■

VALLEY COLLABORATIVE

Transitional Middle/High School: A Favorite Teacher Says Farewell

When asked what she'll miss when she retires from Valley at the end of the school year, Pat Diglio answers without missing a beat. "Everything." Pat, who has worked with students in Valley's Transitional Middle/High School for the past thirteen years, plans to spend more time with her grandkids once she's retired. Still, saying goodbye to her Valley students won't be easy. "They're just so honest and genuine. What you see is what you get," says Pat.

Pat came to Valley after a long career as an educator, one that included public, private, parochial and vocational schools at every level. When she stepped down as principal of a K-8 school in Beverly in 2008, she'd planned on retiring for good. But Pat quickly realized that a life of leisure wasn't for her. When her husband spotted a job listing for a job coach at Valley, he encouraged her to apply. "He said 'you know, you might just like it.' And he was right. I get up every morning with a smile on my face."

In her time at the Transitional Middle/High School, Pat has tutored students and helped them prepare for the MCAS, as well as teaching a range of what she calls functional academics. Pre-pandemic, she made cooking classes a specialty, using the sessions to instill academic skills and life lessons for students to draw upon after they leave Valley. "We do math in the kitchen but they're also learning to cook and take care of themselves. As much as we know they'll use the box and the microwave, we did it from scratch. We tried to raise the bar and push their limits," says Pat.

Occupational therapist Maggie Curran has worked with Pat for the past seven years, in-

cluding in the kitchen. "She has so much knowledge about cooking and shared it with staff and students alike. She's shared recipes for Japanese steak, delicious meatballs and her school-famous homemade french fries! She cares so much about all of her students, and they can feel it," says Maggie.

Pat's tradition of remembering the birthdays of students and staff members, and preparing their favorite dessert, will be especially missed, says Kristen Davidson. For Kristen, an SLP in Pat's classroom for more than a decade, that's meant enjoying plenty of fresh-baked chocolate chip cookies. "Pat is a thoughtful and caring member of our Valley community and will be missed by all," says Susan.

Transitional Aide Susan O'Brien began working with Pat in November 2018 when she was hired as a one-on-one aide for one of Pat's students. A former graphic designer, Susan says that Pat has helped her realize her dream of working with special needs children. "She has taught me so much about working with our students, getting to know exactly what they each need and how best to provide it, and through it all, how to love every minute of it," says Susan. "She is an amazing teacher and a very special lady."



PAT DIGLIO PICTURED WITH STUDENTS (FROM LEFT) ANDREW FOUKAS, JACK SABA, COLBY FOSTER, TRISTEN DE SOUSA, BRENDAN REIBEL; STAFF SUSAN O'BRIEN (FRONT ROW) AND MIKE FEDAK (FAR RIGHT)

Transition Specialist Karen Rowe has known Pat since she first began working at Valley and describes her as 'one in a million.' Says Karen: "She has a way of nurturing and caring for her students while also fostering their growth and independence. As if that weren't enough, she also provides that same level of nurturing to the staff here as well. If you go to talk to Pat, it's never quick, because she is so warm and open to others. She never makes you feel rushed or gives you the 'brush off.'"

That combination of calm, consistency and firmness when called for is what has made Pat so invaluable, says Principal Nicole Noska. "Students really respond to that. She's able to build relationships with staff and students so easily." Nicole met Pat when she arrived at Valley thirteen years ago, after her previous retirement. "She's had quite a life. This was her calling and she saved the best for last."

We'll miss you, Pat! ■

VALLEY COLLABORATIVE

Adult Services: Keep Calm, Carry On

Valley Adult Services staff had a problem. The disruption caused by the pandemic—to lives, schedules and daily rhythms—was taking a toll on individuals in the program. Instead of going out to a work site three to five times a week, the individuals were now in the building working through employment skills lessons and activities for the duration of their day. The natural breaks that came with going out to the job sites were suddenly gone. “The individuals were struggling and having some anxiety and we really didn’t have anywhere to take them,” says Christine Joslin, a direct support professional.

Valley staff have adjusted programming throughout the pandemic, and now it was time for another change. With her colleague and fellow direct support professional Cristen Tryder, Christine looked for ways to address the individuals’ needs. They found their solution across the street, at Valley’s middle and high school sites. “They have these amazing sensory rooms where students can go and take a break when they need one. We decided to do something similar over here,” says Christine.

Christine and Cristen utilized their knowledge of the individuals and their needs to create a quiet, safe space where they could escape to help refocus and recenter themselves in order to have the most productive day possible. They also coordinated with the teachers at the school to determine what practices work well in a sensory room. Through this collaboration and their own research, Christine and Cristen spearheaded the effort to create the sensory room and provide the individuals with some



respite from their daily schedules. Now the Today and Tomorrow Program has a welcoming, calming area, where individuals can go to regroup when the day becomes too difficult. What used to be a technology room has become a soothing space featuring dark walls, soft lights, bean bags and an array of “calm-down” aids, including fidget toys and yoga balls. A projector beams ocean images on the walls, which will soon be painted with a variety of underwater themes.

“Especially for our non-verbal individuals who were really struggling, having this space has been a huge help,” says Christine.

While the Sensory Room was created to support the needs of individuals during COVID, it will remain available even after group employment sites re-open, continuing to serve as a resource for individuals who just need a break from the stresses of the day. And the resource isn’t just for individuals. “Staff can use it when they need to decompress when they start to feel overwhelmed,” says Christine. ■

DIRECT SUPPORT PROFESSIONALS CRISTEN TRYDER AND CHRISTINE JOSLIN SHOW OFF ADULT SERVICES’ BRAND NEW SENSORY ROOM. MODELED ON SIMILAR CALMING SPACES IN VALLEY’S SCHOOL FACILITIES, THE SENSORY ROOM IS A QUIET, SAFE SPACE WHERE INDIVIDUALS CAN GO TO REFOCUS AND RECENTER THEMSELVES WHEN THEY NEED A BREAK.

At Home and Out in the World

This spring, Valley Collaborative started working with families in the DESE/DDS Residential Prevention Program. The goal of the program is to help students be more active participants in their communities by providing their families with supports and opportunities, explains Service Navigator Tricia Sicard. “It is a fabulous program that can really make a difference in the life of a student and their family,” says Tricia.

Funded through a DESE grant and managed through DDS, the program helps increase a family’s capacity to support their individual student at home, including access to a Service Navigator to help identify services and supports in the family’s community. Also provided: a budget to use on approved expenses such as adaptive/replacement clothing, educational materials, community outings—even respite hours to give a caregiver some much-needed time to recharge.

→continued on next page

VALLEY COLLABORATIVE

At Home and Out in the World

**continued from previous page*

Explains Tricia: “We help the families find skills trainers, help them manage their budgets, and make suggestions on different activities that they can use those funds for.” For example, the family of an individual who loves to go to the zoo might use part of their funds for a zoo membership. For a student who loves to dance, Service Navigators work to identify local dance facilities that have a track record working with students with special needs.

In order to be eligible for the program, students must be between the age of 6-17, living at home and attending school. Families should speak with their DDS Service Coordinator if they are interested in enrolling. While participating in the program used to be quite difficult, the state recently increased its funding. Tricia says that she hopes that will enable Valley students to join. “By working with skills trainers, families are able to keep kids at home rather than having them go into a residential facility. It’s just an amazing program that really helps families and gives students get the opportunity to be in the world.” ■

For more information, contact Tricia Sicard at (978) 437-7002 or email at PSicard@ValleyCollaborative.org.

Spotlight on Valley’s Today & Tomorrow Individuals

In each issue of the Valley newsletter, we spotlight Individuals who are part of our Today & Tomorrow program.

Erin McGrath

Erin McGrath has seen a number of transitions in the Valley community over her years in the program, but nothing quite like the changes that COVID-19 brought. Upon reopening in person in August, Erin was one of the first individuals ready to jump back into a routine. She now spends her days onsite at the program engaging in various job skills lessons and activities, health and wellness groups, recreational groups, and enrichment activities. She sits front row in the milieu each day with a positive attitude and willingness to learn. With her annual ISP meeting just a few weeks away, she’s started working with staff to develop new goals to work on. Erin had two objectives that she met with flying colors- increasing her laundry skills and advocating for herself.

Not only does Erin help do laundry around the program, she’s recently started mentoring other peers who are interested in learning more adult living skills. She helps walk them through the process of measuring detergent, hitting the correct buttons for the load, and transferring items to the dryer. She never hesitated when staff asked her to help and continues to be a mentor for other individuals in the program. Erin also speaks up for herself more regularly now while maintaining polite and appropriate interactions for the setting. Her positivity, flexibility, and willingness to help makes her an extremely valued member of the Valley community.

Joseph Gonsalves

Joseph Gonsalves has only been a part of the adult program for a few months, but if you met him today you would think he’s been a part of the community for years. Starting a new program during COVID-19 is less than ideal, and few folks have handled the transition better than Joe. The first few weeks of Joe’s time at the program involved quiet observation while getting adjusted to the routine, but it was clear that he had a great attitude. He is now an active participant in all the groups offered onsite and greets almost everyone by name each day. He also does well helping to complete recycling around the building and volunteers whenever staff need a hand.

Joe recently had his first ISP meeting and looks forward to working on his conversation skills and staying focused on new tasks going into the next year. He already has a great foundation of skills and doesn’t hesitate to stand in front of a group and read aloud during daily job skills lessons. He also contributes to discussions, eagerly participates in walking groups outside, and even leads his room in singing the national anthem every morning. Joe’s motivation, kindness, and flexibility are appreciated by staff and peers alike.

With the track record he’s had so far, staff are more than certain that he’ll jump into our worksites and volunteer opportunities with the same determination. ■

VALLEY COLLABORATIVE

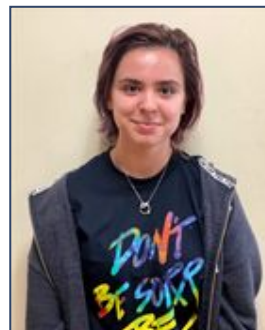
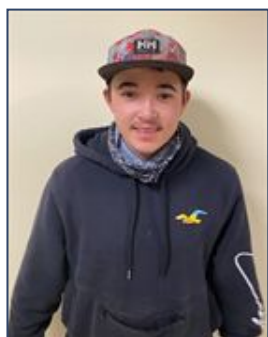
Valley Collaborative Awards Corner

VALLEY ELEMENTARY SCHOOL
STAFF OF THE YEAR: STEVE GOULAKOS.
STUDENT OF THE YEAR: ROBIN TATE.



THE EVERETT V.
OLSEN, JR. AWARD
FOR HIGHEST
ACADEMIC HONORS:
LUIS ALGARIN

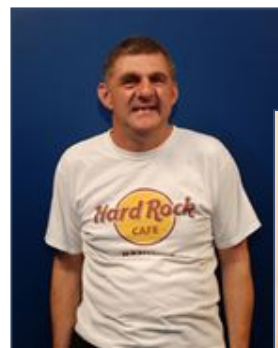
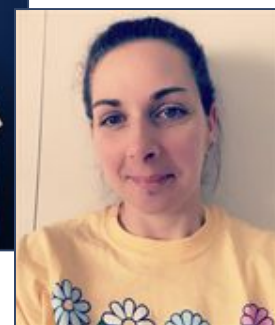
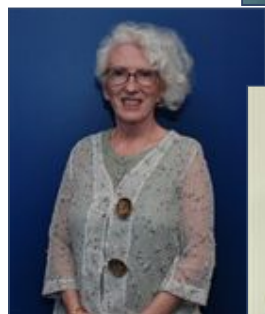
VALLEY ALTERNATIVE PROGRAMMING MIDDLE
AND HIGH SCHOOL
STUDENT OF THE YEAR: LILYANA KIMBALL-HILL
STAFF OF THE YEAR: TODD FLETCHER



VALLEY TRANSITIONAL PROGRAMMING
MIDDLE AND HIGH SCHOOL
STUDENT OF THE YEAR: NICHOLAS
GILBERT
STAFF OF THE YEAR: DANA WATFORD



VALLEY ADULT SERVICES
INDIVIDUAL OF THE YEAR:
MICHAEL KEMPTON
STAFF OF THE YEAR:
KATLYN WINCH



VALLEY STAFF OF THE YEAR: GAIL DEGREGORY (ABOVE
LEFT)

THE DR. ANTHONY BENT LEADERSHIP AWARD: JESSICA
SCALZI

COMMUNITY LEADERS:
BILLERICA BOARD OF HEALTH
TYNGSBOROUGH BOARD OF HEALTH



MICHAEL KEMPTON
AND CHRIS DUNN

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Feedback

**continued from cover*

Student Survey Results

- 76% of students/individuals across the Collaborative feels Valley Collaborative is focused on the needs of students.
- Across all programs, 72.2% of students/individuals felt as though staff implemented the appropriate policies and procedures to keep them safe during the pandemic.
- 81.6% of students/individuals always feel that staff treats all

- individuals respectfully, regardless of a individual's race, culture, family income, religion, sex, or sexual orientation.
- 86.8% of students in the Transitional High School feels that their staff shows them how to respect different opinions in class
- 93.3% of students in the Transitional Middle School program feels that their staff shows them how to respect different opinions in class
- 86.8% of individuals in the Today and Tomorrow program believe the expectations for COVID safety were clear.
- 90% of Alternative High School students feel that their teacher is interested in their well being beyond just their class work.
- 77% of students in the Alternative Middle School program felt like they had the appropriate technol-

Valley Collaborative Board

Chair: Mr. Timothy Piwowar

Superintendent, Billerica Public Schools

Dr. Jay Lang

Superintendent, Chelmsford Public Schools

Mr. Steven Stone

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Mr. Christopher Malone

Superintendent, Tewksbury Public Schools

Dr. Michael Flanagan

Superintendent, Tyngsborough Public Schools

Mr. Everett (Bill) Olsen

Superintendent, Westford Public Schools

ogy to access their remote learning while they were home during the pandemic.

Family Survey Results

- 78.5% of families felt as though they were connected to and supported by their Valley team during the pandemic.
- 74.5% of families were satisfied with the alternative programming that was provided during the pandemic.
- 86.4% of families felt properly informed about the policies related to the pandemic that were implemented.
- During the pandemic and if their student/individual returned to the in-person model, 82.4% of families felt comfortable with the procedures that were implemented to keep their students safe.
- 76.4% of families felt that Valley Collaborative effectively communicated with them about the status of their student/individual's programming during the pandemic. ■