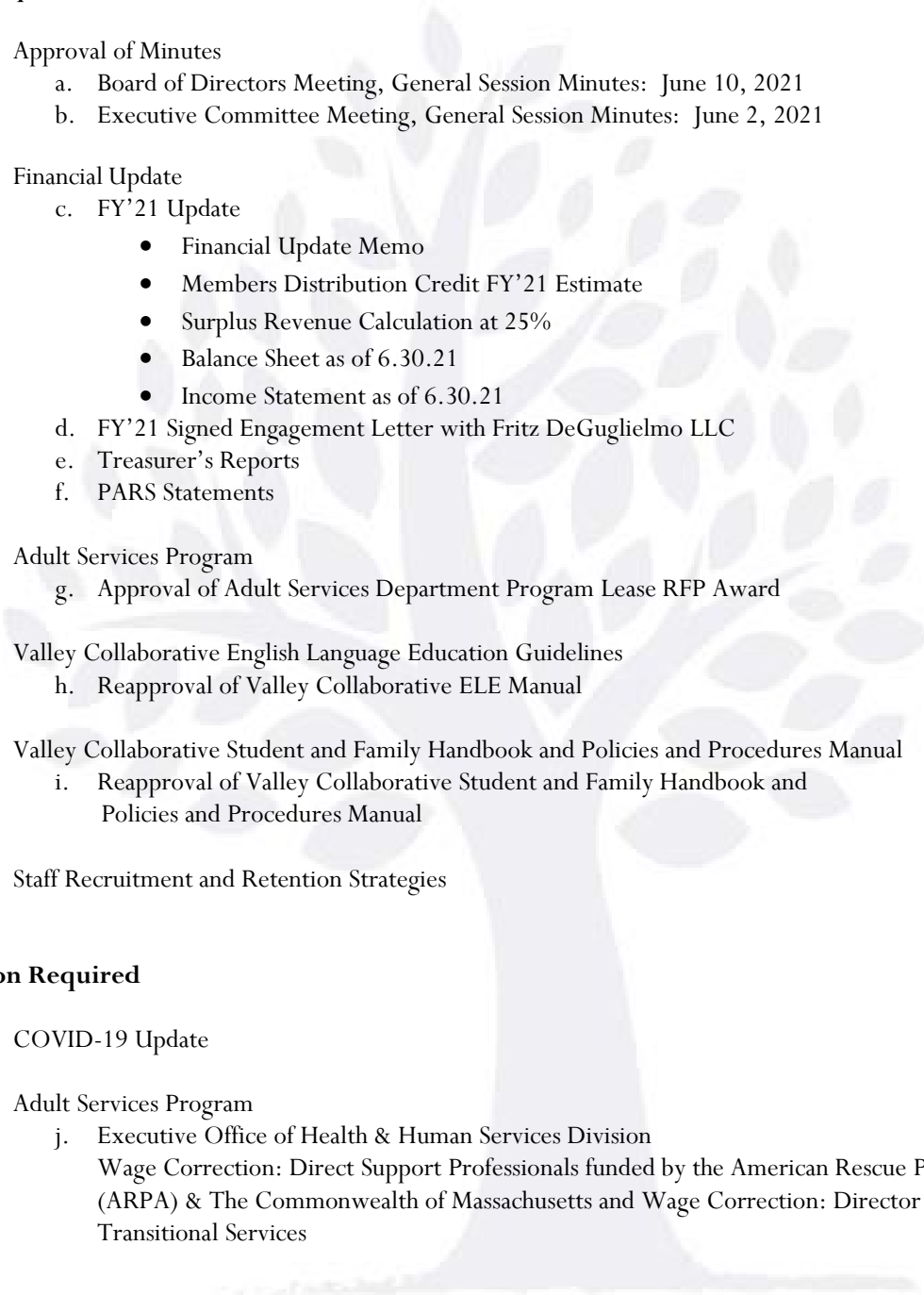


**Valley Collaborative
Board of Directors Meeting
25 Linnell Circle, Billerica, Massachusetts
Thursday, September 16, 2021 ▪ 10:00 a.m.
Agenda**

Action Required

- 
- I. Approval of Minutes
 - a. Board of Directors Meeting, General Session Minutes: June 10, 2021
 - b. Executive Committee Meeting, General Session Minutes: June 2, 2021
 - II. Financial Update
 - c. FY'21 Update
 - Financial Update Memo
 - Members Distribution Credit FY'21 Estimate
 - Surplus Revenue Calculation at 25%
 - Balance Sheet as of 6.30.21
 - Income Statement as of 6.30.21
 - d. FY'21 Signed Engagement Letter with Fritz DeGuglielmo LLC
 - e. Treasurer's Reports
 - f. PARS Statements
 - III. Adult Services Program
 - g. Approval of Adult Services Department Program Lease RFP Award
 - IV. Valley Collaborative English Language Education Guidelines
 - h. Reapproval of Valley Collaborative ELE Manual
 - V. Valley Collaborative Student and Family Handbook and Policies and Procedures Manual
 - i. Reapproval of Valley Collaborative Student and Family Handbook and Policies and Procedures Manual
 - VI. Staff Recruitment and Retention Strategies

No Action Required

- VII. COVID-19 Update
- VIII. Adult Services Program
 - j. Executive Office of Health & Human Services Division
Wage Correction: Direct Support Professionals funded by the American Rescue Plan Act (ARPA) & The Commonwealth of Massachusetts and Wage Correction: Director of Adult & Transitional Services

**Valley Collaborative
Board of Directors Meeting
25 Linnell Circle, Billerica, Massachusetts
Thursday, September 16, 2021 ▪ 10:00 a.m.
Agenda**

IX. Communications

Community and Staff Relations

- k. Joia Mercurio, Valley's Deputy Director
Kari Morrin, Valley's Director of HR, Title IX & 504 Coordinator
Invitation to be Mentors for Massachusetts Association of School Superintendents (MASS)
- l. Reason #500 to Love Valley
- m. Valley's Special Education Directors Meeting
Attorney Catherine Lyons Presented
"Pitfalls for Team Chairs to expect at Team Meetings"
- n. Staff Orientation Day
- o. Valley's Welcome Back 2021 Newsletter



Central Administration

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
Date: September 16, 2021
Re: Approval of Minutes

Attached please find the following minutes:

- a. Board of Directors Meeting, General Session Minutes: June 10, 2021
- b. Executive Committee Meeting, General Session Minutes: June 2, 2021

Required Action:

Vote to approve the minutes:

- a. Board of Directors Meeting, General Session Minutes: June 10, 2021
- b. Executive Committee Meeting, General Session Minutes: June 2, 2021

Attachments:

Board of Directors Meeting, General Session Minutes: June 10, 2021
Executive Committee Meeting, General Session Minutes: June 2, 2021

**Valley Collaborative Board of Directors
General Session Meeting Minutes
June 10, 2021
10:01 a.m. – 11:36 a.m.
25 Linnell Circle, Billerica, MA**

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

Board Members Absent: Mr. Brad Morgan, Mr. Steven Stone

Collaborative Representatives Present: Dr. Chris Scott, Executive Director; Ms. Heidi Kriger, Treasurer; Mr. James George, Business Manager/Accountant; Jessica Scalzi, Lead Nurse; Members of the Collaborative Senior Leadership Team

Also Present: Thomas Lent, Marathas Barrow Weatherhead Lent LLP; Dr. Lori Likis, Principal Consultant for Valley Collaborative; Dr. Anthony Bent, Consultant for M.A.S.S. Association of School Superintendents

Call to Order: Mr. Timothy Piwowar, Chairman, convened the Collaborative Board Meeting at 10:01 a.m.

Mr. Piwowar and Dr. Chris Scott welcomed all in attendance and in-person for the first time in over a year.

Making a Difference Awards

Dr. Scott presented the remaining “Making A Difference Awards” to community leaders, students, and staff. The Board, Dr. Anthony Bent and Dr. Scott presented the Annual Dr. Anthony Bent Leadership Award to Jessica Scalzi, Valley Collaborative’s Lead Nurse. The Board, Mr. Everett Olsen and Dr. Scott presented the Everett V. Olsen, Jr. Award for Highest Academic Honors Presentation to Luis Algarin.

[Mr. Everett Olsen had arrived at 10:25 a.m.]

Approval of Minutes

Mr. Timothy Piwowar 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 Mr. Everett Olsen and seconded by Dr. Michael Flanagan, a quorum of voters being present, it was voted:

VOTED: To approve the General Session Meeting Minutes for the Board of Directors dated December April 29, 2021.

The vote was 7-0. Yes: Mr. Everett Olsen, Mr. Timothy Piwowar, Dr. Michael Flanagan, Dr. Jay Lang, Mr. Christopher Malone, Dr. Laura Chesson, Dr. Denise Pigeon

Board Governance 2021-2022

Elect Board Chairperson

Mr. Timothy Piwowar referenced the Collaborative Agreement that provides that the Board shall, annually during the final scheduled meeting of the school year, organize itself by electing a Chairperson and any other Board positions deemed appropriate by the Board. In addition, the Chairperson, with the majority vote of the Board, may appoint such committees and subcommittees of the Board. The Board discussed candidates for Chairperson for the 2021-2022 School/Fiscal Year.

On a motion made by Dr. Jay Lang and seconded by Mr. Everett Olsen, a quorum of voters being present, it was voted:

VOTED: That the Board of Directors nominates and elects Mr. Timothy Piwowar to continue as the Chairperson of the Board of Directors.

The vote was 7-0. Yes: Mr. Everett Olsen, Mr. Timothy Piwowar, Dr. Michael Flanagan, Dr. Jay Lang, Mr. Christopher Malone, Dr. Laura Chesson, Dr. Denise Pigeon

Appoint/Re-appoint Committee Members

On a motion duly made by Mr. Everett Olsen and seconded by Mr. Christopher Malone, a quorum of voters being present, it was voted:

VOTED: That the Board of Directors approves the appointment of Mr. Timothy Piwowar, Dr. Jay Lang, Dr. Michael Flanagan and Dr. Denise Pigeon as Members of Executive Committee for the Board of Directors for the 2021-2022 School Year.

The vote was 7-0. Yes: Mr. Everett Olsen, Mr. Timothy Piwowar, Dr. Michael Flanagan, Dr. Jay Lang, Mr. Christopher Malone, Dr. Laura Chesson, Dr. Denise Pigeon

Financial Update

Executive Director's Report

Dr. Scott directed the Board to the financial update memo contained within the Board meeting materials, which was prepared with the assistance of Mr. James George, the Collaborative's Business Manager/Accountant, and her. Dr. Scott generally reviewed the 3rd Quarter Financials, the 4th Quarter projections and Fiscal Year 2021 conclusions. Dr. Scott reviewed the revenues,

expenses, budget and enrollment. She further provided year end projection figures for revenue and expenses within the year end summary. She also reviewed the projected cumulative surplus fund calculation. The Board discussed.

On a motion made by Dr. Michael Flanagan and seconded by Mr. Everett Olsen, a quorum of voters being present, it was voted:

VOTED: That the Board of Directors hereby authorizes the distribution of \$1,000,000 in additional surplus funds to its member districts based on the percentages and methodology established 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 7-0. Yes: Mr. Everett Olsen, Mr. Timothy Piwowar, Dr. Michael Flanagan, Dr. Jay Lang, Mr. Christopher Malone, Dr. Laura Chesson, Dr. Denise Pigeon

Award Roofing Bid for 40 Linnell Circle

Dr. Scott directed the Board to her memo regarding the roof at 40 Linnell Circle and the Request for Proposal materials both of which were contained within the Board meeting materials. The Board and Dr. Scott also reviewed the funding source for the anticipated work to be completed on the roof. The Board discussed.

On a motion made by Mr. Everett Olsen and seconded by Dr. Jay Lang, a quorum of voters being present, it was voted:

VOTED: That the Board of Directors awards the bid for the removal of old and replacement of new roofing material to Rockwell Roofing, and authorizes the Executive Director to finalize, approve and execute, on behalf of the Board of Directors, the applicable contract with Rockwell Roofing, under the substantive terms and conditions presented at this meeting.

The vote was 7-0. Yes: Mr. Everett Olsen, Mr. Timothy Piwowar, Dr. Michael Flanagan, Dr. Jay Lang, Mr. Christopher Malone, Dr. Laura Chesson, Dr. Denise Pigeon

On a motion made by Dr. Michael Flanagan and seconded by Dr. Jay Lang, a quorum of voters being present, it was voted:

VOTED: That the Board of Directors authorizes the transfer of \$234,000 from the Collaborative's Capital Reserve Fund for the purposes of the removal of old and replacement of new roofing material; and

authorizes the Executive Director, Treasurer and the Chairman to execute all necessary documents to effectuate the transfer of such amounts from the Capital Reserve Fund.

The vote was 7-0. Yes: Mr. Everett Olsen, Mr. Timothy Piwowar, Dr. Michael Flanagan, Dr. Jay Lang, Mr. Christopher Malone, Dr. Laura Chesson, Dr. Denise Pigeon

[Dr. Laura Chesson left the meeting at 10:55 a.m.]

Treasurer's Report

Ms. Heidi Kriger, the Collaborative Treasurer, provided the Board with her report which covered the months through April 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. There was no further discussion.

On a motion made by Dr. Jay Lang and seconded by Dr. Michael Flanagan, a quorum of voters being present, it was voted:

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 maintained at the Collaborative

The vote was 6-0. Yes: Mr. Everett Olsen, Mr. Timothy Piwowar, Dr. Michael Flanagan, Dr. Jay Lang, Mr. Christopher Malone, Dr. Denise Pigeon. Dr. Laura Chesson was absent for the vote.

Financial Update – Valley by the Numbers

Dr. Chris Scott directed the Board to her annual Valley by the Numbers memo in the Board materials, which included analytical review, fun facts, achievements and survey results. She also provided a comprehensive PowerPoint presentation of these materials.

Executive Director's Evaluation

Mr. Timothy Piwowar indicated that the Executive Director's written evaluation had yet to be finalized and therefore informed the Board that the final review and approval would be continued until the September Board Meeting. He did indicate that the review again would highlight the Executive Director's exemplary performance, as evidenced by, among other things, the Valley by the Numbers presentation.

Executive Director's Contract Review

Mr. Timothy Piwovar directed the Board to the Executive Director's memo within the Binder Materials relating to her employment contract and request for a reinstatement of a life insurance policy. He indicated that the requested buy-back of 10 days of unused vacation days was related to the lack of usage due to Covid-19. He indicated that the Executive Committee had met prior to the Board meeting and is recommending unanimously to the Board that it approve both of the provisions. The Board discussed.

On a motion made by Dr. Michael Flanagan and seconded by Mr. Everett Olsen, a quorum of voters being present, it was voted:

VOTED: That the Board of Directors agrees and authorizes the buy-back of 10 additional days of unused vacation days at the end of the 2021 fiscal year at the Executive's Director's then effective per diem rate of pay.

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

On a motion made by Dr. Michael Flanagan and seconded by Mr. Everett Olsen, a quorum of voters being present, it was voted:

VOTED: That the Board of Directors agrees to reinstate a Life Insurance term into the Executive Director's employment contract, with the policy premium in the amount of \$2,581.60 payable to New York Life to be processed on an accounts payable warrant annually.

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

Business Manager (Accountant) Evaluation

Mr. Timothy Piwovar stated that under the Collaborative Agreement the Board is required to annually evaluate the performance and effectiveness of its business manager. Mr. Piwovar referenced the completed evaluation of Mr. Jim George within the Board materials. The Board and Dr. Scott recognized Mr. George. The Board discussed.

On a motion made by Mr. Everett Olsen and seconded by Dr. Jay Lang, a quorum of voters being present, it was voted:

VOTED: That the Board of Directors accepts the evaluation of the Collaborative Business Manager/Accountant as presented at this

meeting, and requests that a copy of the written evaluation be finalized and filed within his file maintained at the Collaborative.

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

Treasurer Evaluation/Contract

Mr. Timothy Piwovar stated that the Board is required to annually evaluate the Treasurer's performance and effectiveness. Mr. Timothy Piwovar referenced Ms. Kriger's completed evaluation contained within the Board material. The Board and Dr. Scott recognized Ms. Kriger. There was no further discussion.

On a motion made by Dr. Michael Flanagan and seconded by Mr. Everett Olsen, a quorum of voters being present, it was voted:

VOTED: That the Board of Directors accepts the evaluation of the Collaborative Treasurer, Ms. Heidi Kriger, and requests that a copy of the written evaluation be maintained at the Collaborative.

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

On a motion made by Dr. Michael Flanagan and seconded by Dr. Jay Lang, a quorum of voters being present, it was voted:

VOTED: That the Board of Directors authorizes the Chairman, to finalize and execute an agreement by and between the Collaborative and Ms. Heidi Kriger, as its Treasurer, for the 2021-2022 School Year with the term of the agreement to be July 1, 2021 through June 30, 2022.

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

[Dr. Laura Chesson returned to the Board meeting at 11:15 a.m.]

Approval of 2021-2022 Employee Handbook

Dr. Scott presented the revised employee handbook. There was no further discussion.

On a motion made by Mr. Everett Olsen and seconded by Dr. Michael Flanagan, a quorum of voters being present, it was voted:

VOTED: That the Board of Directors approves the revised Employee Handbook in the substantive form presented at this meeting.

The vote was 7-0. Yes: Mr. Everett Olsen, Mr. Timothy Piwowar, Dr. Michael Flanagan, Dr. Jay Lang, Mr. Christopher Malone, Dr. Denise Pigeon, Dr. Laura Chesson.

Approval of 2021-2022 Student & Family Handbook

Dr. Scott presented the revised student and family handbook. There was no further discussion.

On a motion made by Mr. Christopher Malone and seconded by Dr. Laura Chesson, a quorum of voters being present, it was voted:

VOTED: That the Board of Directors approves the Student and Family Handbook in the substantive form presented at this meeting.

The vote was 7-0. Yes: Mr. Everett Olsen, Mr. Timothy Piwowar, Dr. Michael Flanagan, Dr. Jay Lang, Mr. Christopher Malone, Dr. Denise Pigeon, Dr. Laura Chesson.

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

Mr. Timothy Piwowar and Dr. Chris Scott explained that the Board would not enter into Executive Session as the topics were going to be discussed further at the September meeting and that the Collaborative was going to bid for potential new space for the DDS program.

DESE Coordinated Program Review and English Language Learners Audit

Dr. Scott reviewed with the Board her memo regarding the DESE's coordinated program review and audit. Dr. Scott also reviewed the Collaborative's guidelines for English Language Learners. The Board discussed.

On a motion made by Mr. Everett Olsen and seconded by Dr. Laura Chesson, a quorum of voters being present, it was voted:

VOTED: That the Board of Directors approves the Guidelines for English Language Learners in the substantive form presented at this meeting.

The vote was 7-0. Yes: Mr. Everett Olsen, Mr. Timothy Piwowar, Dr. Michael Flanagan, Dr. Jay Lang, Mr. Christopher Malone, Dr. Denise Pigeon, Dr. Laura Chesson.

Valley Collaborative District Two Year Bridge Improvement Plan Update

Dr. Lori Likis and Dr. Scott presented the Valley Collaborative Two Year Bridge Improvement Plan Update for Valley Collaborative. There was no further discussion.

COVID-19 Update

Dr. Scott and the Board reviewed the COVID-19 update contained within the Board materials. There was no further discussion.

Human Resources Update

Dr. Scott and the Board reviewed the Human Resource Department update and in particular the efforts made during the last School Year with Covid-19 as contained within memo in the Board materials. There was no further discussion.

Communications

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

The Board again recognized Mr. Everett Olsen, his service and commitment to the Collaborative and wished him all the best with his retirement.

On a motion made by Mr. Everett Olsen and seconded by Dr. Jay Lang, a quorum of voters being present, it was voted:

VOTED: To adjourn the Board meeting.

The vote was 7-0. Yes: Mr. Everett Olsen, Mr. Timothy Piwovar, Dr. Michael Flanagan, Dr. Jay Lang, Mr. Christopher Malone, Dr. Denise Pigeon, Dr. Laura Chesson.

Mr. Timothy Piwovar adjourned the Collaborative Board Meeting at 11:36 a.m.

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

- School Year 2020-2021 Electronic Board Binder Board Meeting, June 10, 2021

Respectfully Submitted,

Mr. Timothy Piwovar, Chairman

Dated: _____

Executive Committee for the Valley Collaborative Board of Directors
General Session Meeting Minutes
Wednesday, June 2, 2021
230 North Road, Chelmsford, MA

Executive Committee Board Members Present: Mr. Timothy Piwowar, Dr. Michael Flanagan, Dr. Jay Lang, Mr. Everett Olsen

Collaborative Representatives Present: Dr. Chris Scott, Executive Director

Also Present: Donna Suarez, Secretary, Valley Collaborative

Call to Order: Mr. Timothy Piwowar, Chairman, convened the Executive Committee Meeting at 11:43 a.m.

Dr. Chris Scott provided the Executive Committee with:

- Agenda for the June 10th Board Meeting providing additional information for the amount to be returned to districts (\$1.6M) and some final FY'21 conclusions - this will be further discussed at the Board Meeting
- Information (memo) regarding 25 Linnell Circle Lease
Discussion with questions from Executive Committee Members
Request was made to counter with a lower amount (\$50,000 for the additional 4,000 sq ft) citing marketability
- Exploring the Purchase of MEC Property
No update yet; MEC's attorney will put this on their Board Meeting Agenda to discuss the possibility of selling this parcel of land to Valley
- 40 Linnell Circle Roofing Invitation For Bids (IFB)
Dr. Scott provided the information for the IFB – further information will be provided to the Board at the June 10th Board Meeting – Winning Bid Submission will be announced
- Update: Insurance Company Suit
Family recently hired another attorney after the first attorney dropped them
Question was asked what Valley's deductible is – Dr. Scott will follow up and keep Executive Committee updated – (There is no deductible.)
- Presentation of Community Leaders Awards
These will be awarded to Billerica Board of Health and Tyngsborough Board of Health at the Board Meeting on June 10th
- Dr. Scott explained the Survey Results from the staff, families, and students that were completed this spring

On a motion duly made by Mr. Everett Olsen and seconded by Dr. Michael Flanagan, a quorum of voters being present, it was voted by roll call vote to enter into Executive Session at 12:27 p.m. for the purpose of:

- Contract Negotiations with the Executive Director
 - a. **Reinstate Life Insurance Term –**
Executive Committee unanimously agreed and will recommend to the full Board to reinstate Life Insurance term to the 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 (Contract does not have a performance bonus) -**

Executive Committee unanimously agreed and will recommend to the full Board to buyback an additional two weeks vacation time because of lack of usage due to Covid.

On a motion duly made by Mr. Everett Olsen and seconded by Dr. Michael Flanagan, a quorum of voters being present, the above was voted by roll call vote (4-0).

A motion was duly made by Mr. Everett Olsen and seconded by Dr. Michael Flanagan to adjourn the Executive Committee Meeting.

Respectfully Submitted:

Mr. Timothy Piwowar, Chairman

Dated: _____



Central Administration

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
Mr. James George, Accountant/Business Manager
Date: September 16, 2021
Re: Financial Update Memo - FY'21

In spite of a challenging year due to COVID, Valley Collaborative's FY'21 school year was very successful programmatically and financially.

- The financial position of the Collaborative remains very strong. The total assets at June 30, 2021 is \$23,295,674 (unaudited). This includes \$5,271,479 (unaudited) held in the OPEB Trust at June 30, 2021.
- Capital fund remains fully funded at the end of FY'21.
- Change in net assets from operations in FY'21 was approximately \$1,959,880 as a result of strong management of Collaborative expenses and personnel costs while continuing to meet the needs of the students and adult clients the Collaborative serves.
- The Collaborative's cash position remains solid with over \$14.7 million (\$9.4 million unrestricted and \$5.3 million OPEB restricted) in cash and cash equivalents. This is the result of strong Board oversight, solid financial management, proper billing and collections of receivables.
- In the spirit of continuous improvement, the Collaborative made capital purchases of \$241,871 in FY'21 for Furniture, Technology and Improvements.
- Revenue for our adult program was higher than budgeted totaling just over \$2.7 million. This increase in revenue created a surplus of approximately \$864,000 before admin allocation.
- The final change in net assets came in much higher than was originally projected at the end of April. This was due to numerous expenses being under our projected budget including payroll (\$40,000) benefit costs (\$350,000), operating expenses and van purchases which were ordered but unable to be received due to the computer chip shortages and playground equipment that did not hit the FY 21 budget (\$240,000). In addition, we had revenue items that were over budget including adult revenue (\$69,000) and other revenue from trading in vans before year-end in anticipation of using the funds for new vans which did not arrive before year end as anticipated (\$116,500).

- As of June 30, 2021, the DESE changed the regulations concerning the 25% surplus revenue calculation. The new regulations allows the board to vote 30 days after the audit a contribution to the OPEB trust or Capital Fund. Valley's Capital Fund is currently fully funded and although the auditor in past years has said that Valley's OPEB Trust did not need additional funds, we are technically under the new rules not fully funded. As such, the board could choose to fund the OPEB Trust. We are still in the process of completing our FY'21 financial audit, but based on the preliminary cumulative surplus calculation, the Board will need to vote an additional distribution for FY'21 or vote to fund our OPEB Trust as Valley is approximately at 30% of the surplus rule (unaudited). While this amount is more than previous years, this is partially due to the formula for the 25% surplus and our overall expenses being much lower than prior years due to COVID. We recommend that we fund the OPEB Trust with 60% of the additional surplus and return the remainder to the districts. We will revisit this vote at our October meeting once the audit is finalized. Hopefully this significant contribution to the OPEB Trust will reduce the need for further contributions to the OPEB Trust in the future.

Required Action:

None

Attachments:

FY'21 Interim Statement of Net Assets for the period ending June 30, 2021, Interim Statement of Revenues, Expenses and Changes in Net Assets for the period ending June 30, 2021, Interim Cumulative Surplus Calculation as of June 30, 2021.

Treasurer's Report and PARS OPEB Trust Program Summary

**Distribution of Surplus Funds for FY2021 From Enrollment Data
at June 30, 2021**

Distribution of Surplus Funds for FY2021 From Enrollment Data at June 30, 2021						
				Projected		Percentage of
				Percentage	Estimated	Tuition Estimated
Member District	Summer Tuition	School Year Tuition	Total Fiscal Year Tuition	of Total	Return	To Be Returned*
Billerica Public Schools	98,712	731,365	830,077	12.55%	250,906.14	30.23%
Chelmsford Public Schools	169,106	1,587,139	1,756,244	26.54%	530,857.46	30.23%
Dracut Public Schools	145,751	885,225	1,030,976	15.58%	311,631.57	30.23%
Groton-Dunstable Regional School District	12,570	179,078	191,648	2.90%	57,929.25	30.23%
Nashoba Valley Technical High School	-	-	-	0.00%	-	0.00%
North Middlesex Regional School District	85,346	634,937	720,284	10.89%	217,719.15	30.23%
Tewksbury Public Schools	114,552	822,152	936,704	14.16%	283,136.09	30.23%
Tyngsborough Public Schools	39,622	406,915	446,537	6.75%	134,974.09	30.23%
Westford Public Schools	86,618	617,545	704,163	10.64%	212,846.26	30.23%
Grand Total	752,276	5,864,355	6,616,631	100.00%	2,000,000.00	30.23%

Valley Collaborative

Cumulative Surplus Calculation - FY 21

As of June 30, 2021

(A)	Voted Cumulative Surplus as of June 30, 2020	5,005,919
(B)	Amount of (A) used to make contribution to OPEB Trust	(830,000)
	Amount of (A) returned to member districts	(600,000)
(c)	Unexpended FY 21 General Funds	2,566,398
(D)	Cumulative Surplus as of 6/30/21	6,142,317
(E)	FY 21 Total General Fund Expenditures	16,572,765
(F)	Cumulative Surplus Percentage	37%
	Estimated Amount of Excess Cumulative Surplus as of June 30, 2021	<u><u>1,999,126</u></u>

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

UNAUDITED	
ASSETS	
Current Assets	
Cash and Cash Equivalents	\$ 9,415,891
Restricted Investments - OPEB	5,271,479
Accounts Receivable, Net	942,424
Prepaid Expenses and Other Assets	136,681
Cash Held for Member Districts	-
Total Current Assets	<u>15,766,475</u>
Non-Current Assets	
Land & Building	5,210,523
Furniture, Equipment, and Leasehold Improvements,	
Net of Depreciation	2,318,676
Construction in Progress	-
Total Non-Current Assets	<u>7,529,199</u>
TOTAL ASSETS	<u><u>\$ 23,295,674</u></u>
LIABILITIES AND NET ASSETS	
Current Liabilities	
Accounts Payable and Accrued Liabilities	\$ 1,772,086
Other Liabilities	2,279,347
Member District Accounts (Settlement)	-
Total Current Liabilities	<u>4,051,433</u>
Total Liabilities	<u>4,051,433</u>
Net Assets	
Operating - Unrestricted	6,733,137
Restricted - Student Activities	20,971
Reserved - OPEB Trust	3,019,064
Reserved - Capital	1,700,000
Invested in Capital Assets, Net of Related Debt	7,771,070
Total Net Assets	<u>19,244,241</u>
TOTAL LIABILITIES AND NET ASSETS	<u><u>\$ 23,295,674</u></u>
	(0)

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 June 30, 2021
200 of 200 (100%) School Days

UNAUDITED			
	ORIGINAL BUDGET	ACTUAL	
REVENUES			
Services	\$ 15,841,829	\$ 16,133,113	
State Contracts	2,100,000	2,706,093	
Other	200,000	414,507	
Interest	20,000	1,950	
Total Revenues	18,161,829	19,255,663	106.02%
EXPENSES			
Salaries	11,619,363	11,553,371	
Employee Benefits	2,383,214	2,193,164	
Operating Expenses	2,050,100	2,062,856	
Leases & Rentals	437,098	438,170	
Depreciation	725,000	806,351	
Total Expenses	17,214,775	17,053,912	99.1%
Change in Net Assets - Operating	\$ 947,054	\$ 2,201,751	
Non Operating Activities			
Return to Member Districts	-		
Non-Operating Expenses (1)	(675,000)	(241,871)	
Change in Net Assets	\$ 272,054	\$ 1,959,880	

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

Income Statement by Program

June 30, 2021
200 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	\$ -	\$ 5,359,236	\$ 3,170,169	\$ 2,410,973	\$ 5,162,639	\$ 30,096	\$ -	\$ -	\$ -	\$ -	\$ 16,133,113
State Contracts	-	-	-	-	-	-	-	2,319,749	253,543	132,801	2,706,093
Other	203,319	973	-	-	4,226	2,565	25,482	176,784	1,158	-	414,507
Interest	1,950	-	-	-	-	-	-	-	-	-	1,950
Total Revenues	205,269	5,360,209	3,170,169	2,410,973	5,166,865	32,661	25,482	2,496,533	254,701	132,801	19,255,663
EXPENSES											
Salaries	972,537	3,076,528	1,595,812	1,384,243	3,133,292	14,244	235	1,130,897	161,959	83,624	11,553,371
Employee Benefits	705,462	361,313	185,085	156,751	366,746	221,935	-	195,872	-	-	2,193,164
Operating Expenses	733,106	391,082	225,461	178,652	341,662	2,279	704	165,120	17,908	6,882	2,062,856
Leases & Rentals	32,371	-	6,166	-	255,950	-	-	115,611	22,458	5,614	438,170
Depreciation	104,265	272,207	191,245	65,304	72,394	6,919	676	108,452	5,688	315	806,351
Total Expenses	2,547,741	4,101,130	2,203,769	1,784,950	4,170,044	245,377	1,615	1,715,952	208,013	96,435	17,053,912
Net Income Before Admin Allocation	(2,342,472)	1,259,079	966,400	626,023	996,821	(212,716)	23,867	780,581	46,688	36,366	2,201,751
Admin Allocation	(2,342,472)	669,874	359,961	291,552	681,130	40,080	264	257,393	31,202	14,465	(0)
Operating Net Income	\$ -	\$ 589,205	\$ 606,439	\$ 334,471	\$ 315,691	\$ (252,796)	\$ 23,603	\$ 523,188	\$ 15,486	\$ 21,901	\$ 2,201,751



FRITZ DEGUGLIELMO LLC
CERTIFIED PUBLIC ACCOUNTANTS
& BUSINESS ADVISORS

June 16, 2021

To the Board of Directors and Management

Valley Collaborative
40 Linnell Circle
Billerica, MA 01821

We are pleased to confirm our understanding of the services we are to provide Valley Collaborative for the year ended June 30, 2021. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of Valley Collaborative as of and for the year ended June 30, 2021. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Valley Collaborative's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Valley Collaborative's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Statement of Revenues, Expenditures and Changes in Fund Balance of the General Fund – Budget to Actual
- 3) Schedule of Funding Progress of Other Postemployment Healthcare Benefits
- 4) Schedule of the Collaborative's Proportionate Share of Net Position Liability
- 5) Schedule of Pension Contributions

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of Valley Collaborative and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of Valley Collaborative's financial statements. Our report will be addressed to the Board of Directors of Valley Collaborative. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the

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www.fd-cpa.com

purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that Valley Collaborative is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste and abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, an unavoidable risk exists that some material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Valley Collaborative's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We will also assist in preparing the financial statements and related notes and the Uniform Financial Report of Valley Collaborative in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including identification of all related parties and all related-party relationships and transactions, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes, Uniform Financial Report, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and

that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We may from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to Valley Collaborative; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Fritz DeGuglielmo LLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Commonwealth of Massachusetts or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Fritz DeGuglielmo LLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Commonwealth of Massachusetts. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately July 1, 2021 and to issue our reports no later than November 15, 2021. Daniel Schaffner is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for the audit and assistance in preparing the financial statements and Uniform Financial Report will be at our standard hourly rates and is estimated to be between \$35,000 to \$37,000. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to Valley Collaborative and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

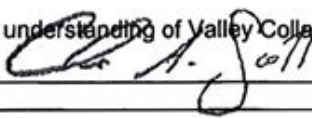
Very truly yours,



Fritz DeGuglielmo LLC

RESPONSE:

This letter correctly sets forth the understanding of Valley Collaborative.

Management signature:  _____

Title: Executive Director _____

Date: June 21, 2021 _____

Governance signature:  _____

Title: Board Chair _____

Date: July 29, 2021 _____



Central Administration

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
Date: September 16, 2021
Re: Treasurer's Reports

Attached are the Treasurer's Reports for June 2021, July 2021 and August 2021.

Required Action:

Vote to Approve Treasurer's Reports for June 2021, July 2021 and August 2021

Attachments:

Treasurer's Reports for June 2021, July 2021, and August 2021

**VALLEY COLLABORATIVE
TREASURER'S REPORT
JUNE 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	\$ 2,977,711.02	\$ 4,427,397.91		\$ (91,386.10)		\$ (1,400,000.00)	\$ 5,913,722.83
Payroll	a/c 795823	\$ 520,516.50		\$ (988,279.16)			\$ 1,400,000.00	\$ 932,237.34
Joe's Bistro	a/c 531401	\$ 990.39	\$ 455.00		\$ (404.10)			\$ 1,041.29
ICS MMDA	a/c 856490	\$ 55,101.28				\$ 2.26		\$ 55,103.54
Capital Reserve	a/c 4063467	\$ 1,500,000.00						\$ 1,500,000.00
Independence Project	a/c 821315	\$ 1,364.36	\$ -	\$ -	\$ (250.00)	\$ -	\$ -	\$ 1,114.36
TOTAL ENTERPRISE BANK ACCOUNTS		<u>\$ 5,055,683.55</u>	<u>\$ 4,427,852.91</u>	<u>\$ (988,279.16)</u>	<u>\$ (92,040.20)</u>	<u>\$ 2.26</u>	<u>\$ -</u>	<u>\$ 8,403,219.36</u>
 MMDT	a/c 0044263747	<u>\$ 1,003,393.48</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 78.09</u>	<u>\$ -</u>	<u>\$ 1,003,471.57</u>
 Total Unrestricted Cash		<u>\$ 6,059,077.03</u>	<u>\$ 4,427,852.91</u>	<u>\$ (988,279.16)</u>	<u>\$ (92,040.20)</u>	<u>\$ 80.35</u>	<u>\$ -</u>	<u>\$ 9,406,690.93</u>
 PARS OPEB Trust		<u>\$ 5,212,280.87</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (1,257.89)</u>	<u>\$ 60,456.30</u>	<u>\$ -</u>	<u>\$ 5,271,479.28</u>
 TOTAL CASH		<u>\$ 11,271,357.90</u>	<u>\$ 4,427,852.91</u>	<u>\$ (988,279.16)</u>	<u>\$ (93,298.09)</u>	<u>\$ 60,536.65</u>	<u>\$ -</u>	<u>\$ 14,678,170.21</u>

**VALLEY COLLABORATIVE
TREASURER'S REPORT
JULY 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	\$ 5,913,722.83	\$ 1,467,779.76		\$ (790,593.53)		\$ (1,000,000.00)	\$ 5,590,909.06
Payroll	a/c 795823	\$ 932,237.34		\$ (1,530,958.52)			\$ 1,000,000.00	\$ 401,278.82
Joe's Bistro	a/c 531401	\$ 1,041.29	\$ 1,270.00		\$ (447.67)			\$ 1,863.62
ICS MMDA	a/c 856490	\$ 55,103.54				\$ 0.89		\$ 55,104.43
Capital Reserve	a/c 4063467	\$ 1,500,000.00						\$ 1,500,000.00
Independence Project	a/c 821315	\$ 1,114.36	\$ -	\$ -	\$ (250.00)	\$ -	\$ -	\$ 864.36
TOTAL ENTERPRISE BANK ACCOUNTS		<u>\$ 8,403,219.36</u>	<u>\$ 1,469,049.76</u>	<u>\$ (1,530,958.52)</u>	<u>\$ (791,291.20)</u>	<u>\$ 0.89</u>	<u>\$ -</u>	<u>\$ 7,550,020.29</u>
 MMDT	a/c 0044263747	<u>\$ 1,003,471.57</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 84.22</u>	<u>\$ -</u>	<u>\$ 1,003,555.79</u>
 Total Unrestricted Cash		<u>\$ 9,406,690.93</u>	<u>\$ 1,469,049.76</u>	<u>\$ (1,530,958.52)</u>	<u>\$ (791,291.20)</u>	<u>\$ 85.11</u>	<u>\$ -</u>	<u>\$ 8,553,576.08</u>
 PARS OPEB Trust		<u>\$ 5,271,479.28</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (1,269.40)</u>	<u>\$ 55,989.97</u>	<u>\$ -</u>	<u>\$ 5,326,199.85</u>
 TOTAL CASH		<u>\$ 14,678,170.21</u>	<u>\$ 1,469,049.76</u>	<u>\$ (1,530,958.52)</u>	<u>\$ (792,560.60)</u>	<u>\$ 56,075.08</u>	<u>\$ -</u>	<u>\$ 13,879,775.93</u>

**VALLEY COLLABORATIVE
TREASURER'S REPORT
AUGUST 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	\$ 5,590,909.06	\$ 1,044,135.53		\$ (351,086.12)		\$ (1,500,000.00)	\$ 4,783,958.47
Payroll	a/c 795823	\$ 401,278.82		\$ (1,060,471.55)			\$ 1,500,000.00	\$ 840,807.27
Joe's Bistro	a/c 531401	\$ 1,863.62	\$ 1,496.00		\$ (321.22)			\$ 3,038.40
ICS MMDA	a/c 856490	\$ 55,104.43				\$ 1.19		\$ 55,105.62
Capital Reserve	a/c 4063467	\$ 1,500,000.00						\$ 1,500,000.00
Independence Project	a/c 821315	\$ 864.36	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 864.36
TOTAL ENTERPRISE BANK ACCOUNTS		<u>\$ 7,550,020.29</u>	<u>\$ 1,045,631.53</u>	<u>\$ (1,060,471.55)</u>	<u>\$ (351,407.34)</u>	<u>\$ 1.19</u>	<u>\$ -</u>	<u>\$ 7,183,774.12</u>
 MMDT	a/c 0044263747	<u>\$ 1,003,555.79</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 81.76</u>	<u>\$ -</u>	<u>\$ 1,003,637.55</u>
 Total Unrestricted Cash		<u>\$ 8,553,576.08</u>	<u>\$ 1,045,631.53</u>	<u>\$ (1,060,471.55)</u>	<u>\$ (351,407.34)</u>	<u>\$ 82.95</u>	<u>\$ -</u>	<u>\$ 8,187,411.67</u>
 PARS OPEB Trust		<u>\$ 5,326,199.85</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (1,283.32)</u>	<u>\$ 71,239.15</u>	<u>\$ -</u>	<u>\$ 5,396,155.68</u>
 TOTAL CASH		<u>\$ 13,879,775.93</u>	<u>\$ 1,045,631.53</u>	<u>\$ (1,060,471.55)</u>	<u>\$ (352,690.66)</u>	<u>\$ 71,322.10</u>	<u>\$ -</u>	<u>\$ 13,583,567.35</u>



Central Administration

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
Date: September 16, 2021
Re: PARS Statements

Attached is the PARS Report for July 2020-June 2021 and the PARS Statements for May 2021, June 2021, July 2021 and August 2021.

Required Action:

Vote to Approve PARS Statements for May 2021, June 2021, July 2021 and August 2021

Attachments:

PARS Report for July 2020-June 2021
PARS Statements for May 2021, June 2021, July 2021 and August 2021

VALLEY COLLABORATIVE
PARS OPEB Trust ProgramAccount Report for the Period
7/1/2020 to 6/30/2021Heidi Kriger
Treasurer
Valley Collaborative
40 Linnell Circle
Billerica, MA 01821**Account Summary**

Source	Beginning Balance as of 7/1/2020	Contributions	Earnings	Expenses	Distributions	Transfers	Ending Balance as of 6/30/2021
OPEB	\$4,266,767.40	\$0.00	\$1,019,001.04	\$14,289.16	\$0.00	\$0.00	\$5,271,479.28
Totals	\$4,266,767.40	\$0.00	\$1,019,001.04	\$14,289.16	\$0.00	\$0.00	\$5,271,479.28

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	1.16%	5.37%	23.89%	12.01%	10.54%	-	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

VALLEY COLLABORATIVE
PARS OPEB Trust ProgramAccount Report for the Period
5/1/2021 to 5/31/2021Heidi Kriger
Treasurer
Valley Collaborative
40 Linnell Circle
Billerica, MA 01821**Account Summary**

Source	Beginning Balance as of 5/1/2021	Contributions	Earnings	Expenses	Distributions	Transfers	Ending Balance as of 5/31/2021
OPEB	\$5,163,381.13	\$0.00	\$50,468.46	\$1,568.72	\$0.00	\$0.00	\$5,212,280.87
Totals	\$5,163,381.13	\$0.00	\$50,468.46	\$1,568.72	\$0.00	\$0.00	\$5,212,280.87

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	0.98%	5.60%	25.13%	11.71%	10.59%	-	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

VALLEY COLLABORATIVE
PARS OPEB Trust ProgramAccount Report for the Period
6/1/2021 to 6/30/2021Heidi Kriger
Treasurer
Valley Collaborative
40 Linnell Circle
Billerica, MA 01821**Account Summary**

Source	Beginning Balance as of 6/1/2021	Contributions	Earnings	Expenses	Distributions	Transfers	Ending Balance as of 6/30/2021
OPEB	\$5,212,280.87	\$0.00	\$60,456.30	\$1,257.89	\$0.00	\$0.00	\$5,271,479.28
Totals	\$5,212,280.87	\$0.00	\$60,456.30	\$1,257.89	\$0.00	\$0.00	\$5,271,479.28

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	1.16%	5.37%	23.89%	12.01%	10.54%	-	6/24/2015

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

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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

VALLEY COLLABORATIVE
PARS OPEB Trust ProgramAccount Report for the Period
7/1/2021 to 7/31/2021Heidi Kriger
Treasurer
Valley Collaborative
40 Linnell Circle
Billerica, MA 01821**Account Summary**

Source	Beginning Balance as of 7/1/2021	Contributions	Earnings	Expenses	Distributions	Transfers	Ending Balance as of 7/31/2021
OPEB	\$5,271,479.28	\$0.00	\$55,989.97	\$1,269.40	\$0.00	\$0.00	\$5,326,199.85
Totals	\$5,271,479.28	\$0.00	\$55,989.97	\$1,269.40	\$0.00	\$0.00	\$5,326,199.85

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	1.06%	3.23%	20.62%	11.80%	10.19%	-	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



VALLEY COLLABORATIVE
PARS OPEB Trust Program

Account Report for the Period
8/1/2021 to 8/31/2021

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

Account Summary

Source	Beginning Balance as of 8/1/2021	Contributions	Earnings	Expenses	Distributions	Transfers	Ending Balance as of 8/31/2021
OPEB	\$5,326,199.85	\$0.00	\$71,239.15	\$1,283.32	\$0.00	\$0.00	\$5,396,155.68
Totals	\$5,326,199.85	\$0.00	\$71,239.15	\$1,283.32	\$0.00	\$0.00	\$5,396,155.68

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	1.34%	3.60%	18.07%	11.79%	10.52%	-	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



Central Administration

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
Ms. Heather Valcanas, Director of Adult & Transitional Services
Date: September 16, 2021
Re: Adult Services Department RFP for Program Space

On July 22, 2021, Valley Collaborative received one proposal from Omni Properties, in response to our Request for Proposals for Lease of Property for Special Education Adult Programs, posted on June 23, 2021. Valley opened the proposal at 10:10 a.m. on July 23, 2021 and determined it met the criteria set forth in our request for proposals. When Valley contacted Omni Properties to begin lease negotiations we were told they were finalizing lease negotiations with another party and the space was no longer available.

Valley reopened the Adult Services Department RFP for Program Space on August 4, 2021. At bid closing on September 10, 2021 we had four qualifying proposals. Once the four proposals were scored, the highest scoring bidder was determined to be RJ Kelly Company. This proposed property is located at 11 Executive Park Dr., N. Billerica, MA 01821. The original proposal was for 12,000 sq. ft. of office/flex space at base rent of 11.75 per sq. ft. and a NNN price of \$4.50 per sq. ft. We were able to successfully negotiate to a base rent of \$10.75 per sq. ft. and a NNN price of \$2.73 per sq. ft. The NNN was reduced by Valley agreeing to manage the landscaping and snow removal at the property. The total price of the 11 Executive Park Dr. lease is \$13.48 per sq. ft. and an annual lease payment of \$161,760.00. As per Valley's RFP, the final lease will be customized and completed upon contract award with the successful proposer.

Valley's current lease with Middlesex County Retirement System (MCRS) is for 8,827 sq. ft. and an annual lease payment of \$158, 249.41. Valley's current lease with MacCormack Properties is for 1,268 sq. ft. and an annual lease payment of \$28,072.00. Combined, these properties provide 10,095 sq. ft. of space for \$186,321.41 annually. Both the MCRS and MacCormack leases expire on June 30, 2022.

As the board will remember from our June 10th, 2021 meeting, the Valley Alternative and Transitional High School and Middle School Programs, have the need for additional space while they rebuild the community sites lost and/or suspended due to the Covid-19 pandemic. These programs will use the space at 25 Linnell Circle currently occupied by the Today & Tomorrow Program, which is funded by Department of Developmental Services (DDS).

In addition to the low lease rate, the property at 11 Executive Park Dr. is close to the Lowell Regional Transit Authority (LTRA) bus stop, route 3, and Lowell Area DDS and Massachusetts Rehabilitation Commission (MRC) offices, which fund the bulk of our adult programming. It is also closer to our small

business partners and more centrally located for the participants who utilize our residential transportation services.

We recommend the board accept the proposal from RJ Kelly Company, in response to our Request for Proposals for Lease of Property for Special Education Adult Programs, posted on August 4, 2021.

Required Action:

Vote

Attachments:

Floor plan and images of available space at 11 Executive Park Dr., N. Billerica, MA 01821

Rent Schedule for 11 Executive Park Dr., N. Billerica, MA 01821

Valley Collaborative
RFP for Leased Space: Adult Services Program
 Bid Close: Friday September 10, 2021 10:00 AM

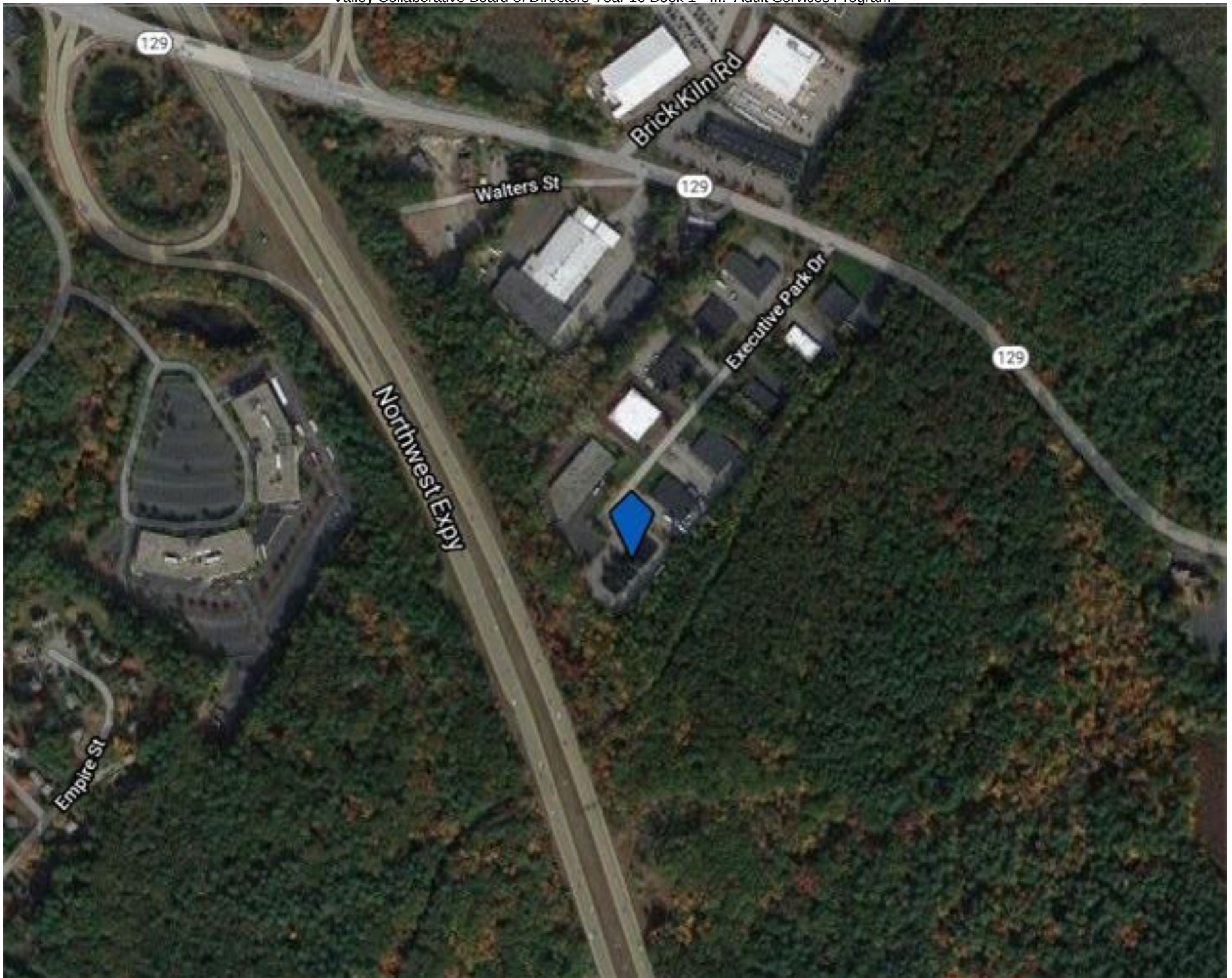
	<u>Ryan Development</u>	<u>Chelmsford Holdings</u>	<u>LandTech Consultants</u>	<u>RJ Kelly Company</u>	<u>SVN</u>
Property Address	7 Lyberty Way, Westford, MA	55 Middlesex St., North Chelmsford, MA	515 Groton Rd., Westford, MA	11 Executive Park Dr., N. Billerica, MA	41 Wellman St., Lowell, MA
Type of Lease	NNN	NNN	Gross	NNN	Gross
Term	10 Yr	5 Yr	10 Yr	10 Yr	10 Yr
Score (0-2)	2	1	2	2	2
Gross Sq. Ft.	11,665	7,680	10,000	12,000	10,690
Base Cost per Sq Ft	\$12.00	\$8.32	\$18.00	\$10.75	\$20.00
NNN Cost per Sq. Ft.	\$3.10	\$4.30	N/A	\$2.73	N/A
Total Cost Per Sq. Ft.	\$15.10	\$12.62	\$18.00	\$14.48	\$20.00
Score (0-5)	3	5	3	3	2
Build Out Costs	Est. \$250,000	Not Quoted	Not Quoted	Not Quoted	Not Quoted
Tenant Build Out Allowance	\$50,000	\$56,528	Stove, new paint, flooring, & offices	\$180,000	Will add exclusive entrance/exit
Score (0-5)	1	1	4	5	3
Rent Schedule	10% rent increase every 10 years	3% annual rent increase is proposed	3% annual rent increase is proposed	2.75% annual rent increase is proposed	\$6.75 rent increase per Sq. Ft. over 10 years
Score (0-2)	2	0	0	1	2
Available Date	Nov-21	Nov/Dec 2021	30 Days	Dec-21	Dec. 15, 2021
Score (0-1)	1	1	1	1	1
Meets all Required Criteria	Yes	Yes	Yes	Yes	No - Disqualified
If No, Why?					Due Diligence Materials not available
Score (0-1)	1	1	1	1	0
Meets all Preferred Criteria	No	No	No	Yes	No
If No, Why?	No Outdoor Recreation Area - No Showers	No ADA Common Area Seating for 100	No Outdoor Recreation Area		No Outdoor Recreation Area
Score (0-3)	1	1	2	3	2
Building Features	Office/R&D/Flex Building - Middle Unit - Low natural light	Mill Building - Significant improvements needed	Office Building	Office/R&D/Flex Building	Professional Building
Score (0-2)	1	1	2	2	2
Building Tenants	Tenants on each side	Many tenants	Exclusive first floor offered - 4 tenants on second floor	Sole Tenant	Many tenants
Score (0-3)	1	1	2	3	1
Total Score	13	12	17	21	15

Rent Schedule 11 Executive Park Dr. N. Billerica, MA 01862

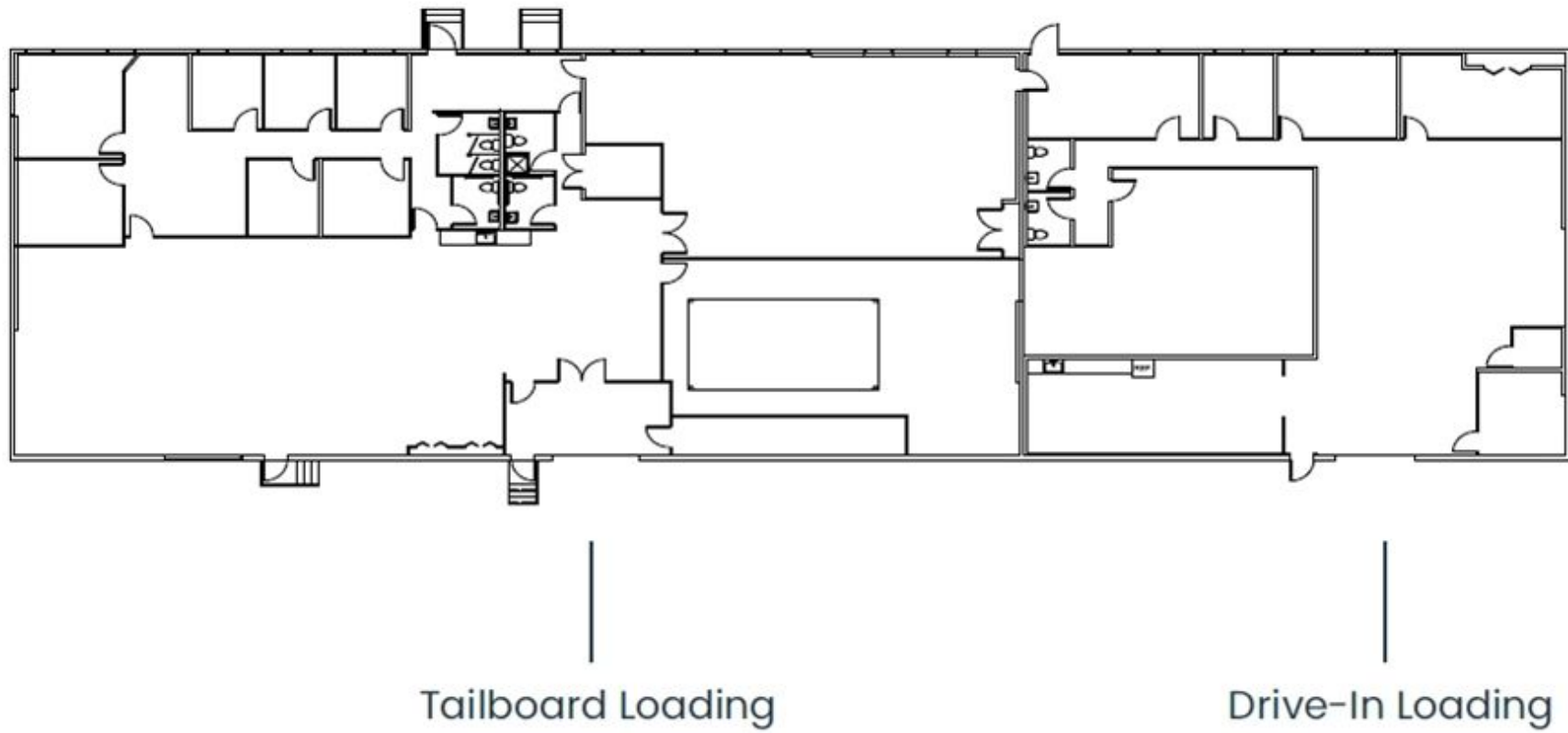
Year	Base	NNN	Sq. Ft.	Total
1	\$10.75	\$2.73	12,000	\$161,760.00
2	\$11.05	\$2.73	12,000	\$165,307.50
3	\$11.35	\$2.73	12,000	\$168,952.56
4	\$11.66	\$2.73	12,000	\$172,697.85
5	\$11.98	\$2.73	12,000	\$176,546.14
6	\$12.31	\$2.73	12,000	\$180,500.26
7	\$12.65	\$2.73	12,000	\$184,563.12
8	\$13.00	\$2.73	12,000	\$188,737.70
9	\$13.36	\$2.73	12,000	\$193,027.09
10	\$13.72	\$2.73	12,000	\$197,434.44

*NNN will fluctuate based on property taxes, insurance, etc.

*Combined rent for FY'22 at 17 Bridge St. & 25 Linnell Circle is \$186,321.41 annually











Central Administration

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
Date: September 16, 2021
Re: DESE Coordinated Program Review and Valley Collaborative English Language Education Guidelines

Valley Collaborative is completed 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 in August. 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. In response to our upcoming EL Review by the DESE's OLA, Valley presented and the Board voted, at the June meeting, to adopt the attached English Language Education Guidelines. As an out of district placement, Valley Collaborative coordinates with the LEA to ensure all students receive their entitled services. Since its adoption, Valley's leadership team has met and revised the document to further reflect the division of responsibilities between sending districts and Valley as the out of district placement.

The DESE will be onsite for CPR the week of January 10, 2022.

Required Action:

Reapprove Valley Collaborative ELE Manual

Attachments:

Valley Collaborative ELE Manual

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, sending 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 sending 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 Reaching
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 sending 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.
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STEP-BY-STEP PROCEDURES Prior to Enrollment in a Valley Program

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.

	Accomplished By	Task	EL artifacts required prior to enrollment in a Valley program
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 Sending District	Assess language proficiency using WIDA Screener for K-12 or Pre-LAS for Pre-K. If established EL status, assess using ACCESS If FEL, identify need to monitor.	Results to be included in referral paperwork and necessary for enrollment in Valley program
STEP 3: Placement	Sending District Team and Valley Program Team	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.	If an EL Learning Plan is required, it is to be included in referral paperwork and necessary for enrollment in Valley program If an EL Learning Plan is required, prior to enrollment in a Valley Program, Learning Plan is reviewed with Sending District and a mutually agreed upon service delivery model
STEP 4: Initial Notification of Parents	Sending District EL teacher or Sending District Administration	Notify parents in writing of program, options, and rights.	A copy of the written notification to parents/guardians to be included in referral paperwork and necessary for enrollment in Valley program If parents/guardians have chosen to opt-out, a copy of the current annual opt-out form/waiver to be included in referral paperwork and necessary for enrollment in a Valley program
STEP 5: Code all students	Sending District's Data and Compliance Specialist	Code students in SIMS as appropriate.	October, March, June

PROCEDURES FOR ENROLLED VALLEY STUDENTS

ANNUALLY: Assessment of language proficiency. Review/ Reassignment of EL Designation	Sending district EL Teacher and Valley Team	Administer ACCESS in accordance with DESE administration schedule. Review ACCESS, MCAS, report cards, writing samples, and IEP progress.	Administer ACCESS in accordance with DESE administration schedule. Review ACCESS, MCAS, report cards, writing samples, and IEP progress.
AS NEEDED: Monitor Success in Special Education Placement	Sending district EL Teacher and Valley Team	Review classroom performance, MCAS	Once designated a FEL, monitor student for four years. If student is designated as a FEL prior to enrollment in a Valley Program, documentation for the previous four years is to be included in referral paperwork and necessary for enrollment in a Valley program

PROCEDURE DETAILS FOR ENROLLED VALLEY STUDENTS

ANNUALLY: Assess language proficiency using ACCESS.

ACCESS for ELs tests are administered in accordance with DESE administration schedule 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 sending district frequency.

AS NEEDED: Review/Reassignment of EL Designation

The Valley team, in conjunction with the sending 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 sending district 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 sending district of the change for the next SIMS sending 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 sending 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 sending 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>).

SENDING 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 sending district or collaborative of their wish to have their child opt out of the EL program. The sending district and collaborative require that a parent or guardian schedule a meeting with the EL Sending district Liaison and EL staff in order to exercise this option. The appropriate sending 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 sending district must inform the parent of the services the child would have received if enrolled in their English Language Education 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 English Language Education Programs, since the student is already in an out-of-district placement, the 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 English Language Education 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). Sending 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 sending 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 the sending district 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 English Language Education Programs ("opted out") must still be classified as EL in the sending 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 from English Language Education Programs

If the sending district has obtained a waiver for an EL student from English Language Education Programs, the sending district must provide Valley with a copy of the waiver.

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 sending 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 sending 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 sending 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 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.

Valley Collaborative uses WIDA's English Language Development Standards and the Massachusetts Curriculum Frameworks. Language functions and forms targeted during EL instruction are taught within rich, contextualized, and meaningful contexts. 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.

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 EL 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/guardians.

Students at Valley Collaborative are monitored quarterly for IEP progress. Students who have been identified as EL 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 sending district EL teacher, will gather information to summarize the student's progress in developing English language

proficiency. For EL students who only have social and/or behavioral goals on their IEP, the sending district 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 the sending district EL 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 the sending district EL 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 by the sending district 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 sending district EL teacher will be responsible for coordinating the reclassification process. At least annually, the sending 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 sending district EL teacher should also observe the student in class. A student may be re-identified as being LEP after a meeting the sending district EL teacher, IEP Team, and parents. Valley Collaborative's Monitoring Form for EL/FEL Students will be completed and filed in each student's record.

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 Valley classrooms along with direct EL instruction provided by the sending district as needed. Parents will be notified accordingly.

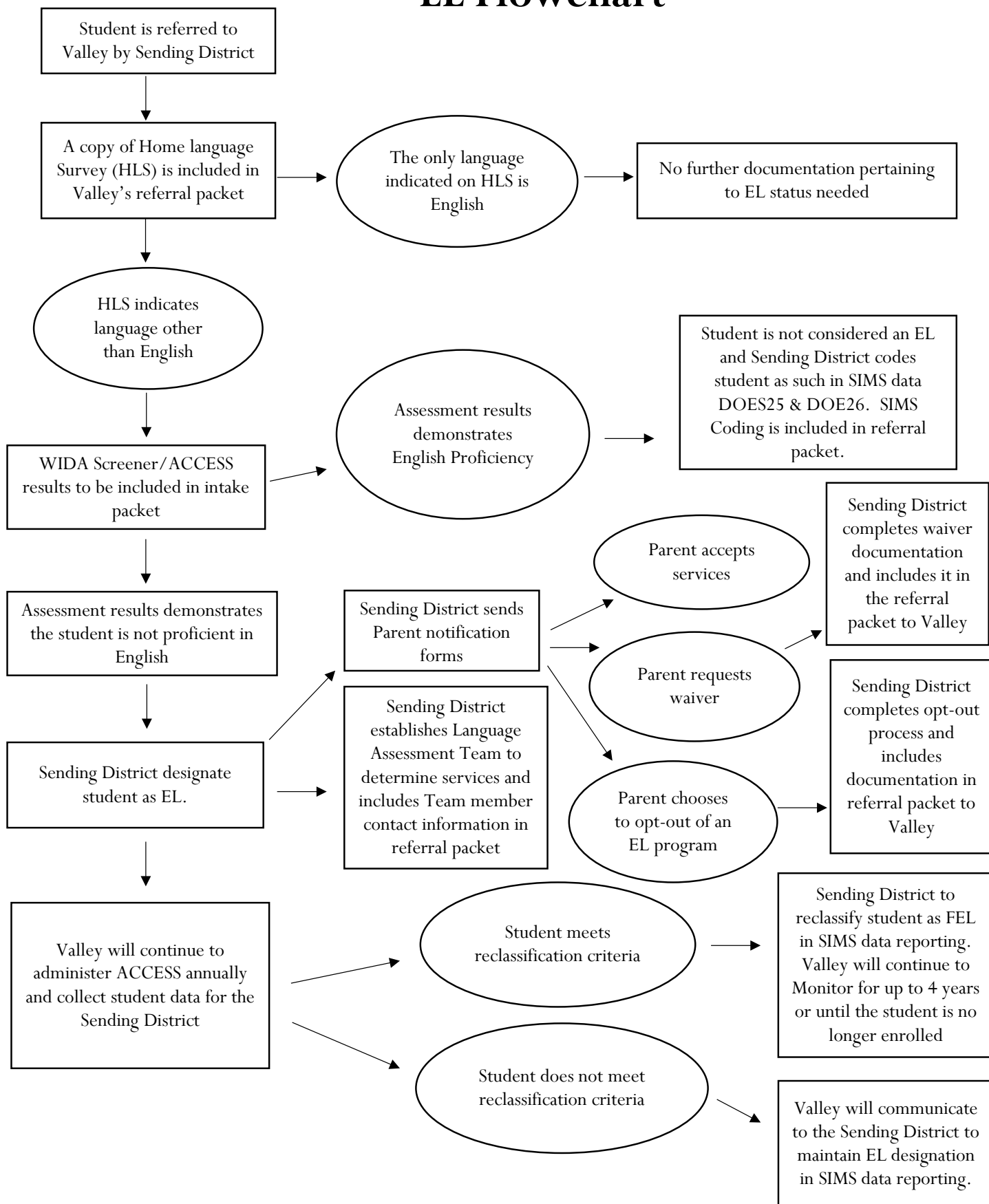
TRANSLATOR AND INTERPRETER INFORMATION

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.

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.

Translation and interpretive services are the responsibility of the sending district as per 603 C.M.R. 28.07 (8).

EL Flowchart



Appendix B**MONITORING FORM FOR EL/FEL STUDENTS**

Valley Collaborative, in conjunction with the sending district EL Teacher, monitors the academic progress of English Learners each year and Former English Learners for four years after students are removed from EL status.

Please complete this feedback form. Your responses will help with the development of a progress report for the student.

STUDENT: _____ GRADE: _____

DATE OF EXIT: _____

CURRENT EL STATUS: _____

CHECK ONE FOR FEL: ☐ YR 1 Monitor ☐ YR 2 Monitor ☐ YR 3 Monitor ☐ YR 4 Monitor

TEACHER: _____ SUBJECT: _____

Question	Always	Often	Sometimes	Seldom	Rarely
Communicated effectively in English.					
Completes assignments independently.					
Struggles with oral expression.					
Struggles with listening comprehension.					
Struggles with reading comprehension.					
Participates in class.					

Is the student meeting grade level academic standards as able based on current IEP?

☐ Yes

☐ No

In your opinion, the student...

☐ No longer needs EL support services. His/her language proficiency is strong enough for him/her to access the curriculum and perform at or above grade level in completing the required work in the classroom.

☐ May need EL services again. Let's discuss.

☐ May need other services. Let's discuss.

Additional Comments or Concerns:

Teacher's Signature

Date

Appendix C

**Valley Collaborative
School Year 2020-2021
MONITORING ACADEMIC PROGRESS OF OPT-OUT STUDENTS**

Federal law establishes a district's obligation to provide ELs with meaningful access to the educational program. When a parent declines participation in a formal language instruction program, the district must continue monitoring the educational progress of the student to ensure that the student has an equal opportunity to have his or her English language and academic needs met.

Student Name: _____
Opt-out Date: _____
SASID: _____
School: _____

Home language: _____
Years in U.S. Schools: _____
DOB: _____
Grade: _____

ATTENDANCE / TARDY DATA				
	Term 1	Term 2	Term 3	Term 4
Attendance				
Tardy				

ENGLISH	Test Scores					
	MCAS:	ACCESS:	OTHER:			
		Term 1 ☐	Term 2 ☐	Term 3 ☐	Term 4 ☐	
			RARELY	SELDOM	SOMETIMES	OFTEN
						ALWAYS
		Communicates effectively in English				
		Homework completion				
		Struggles with oral expression				
		Struggles with written expression				
		Classroom participation				
		Discipline issues that interfere with his or her progress				
		Struggles with oral comprehension				
		Struggles with reading comprehension				

Appendix C

MATH	Test Scores					
	MCAS:			OTHER:		
	Term 1 ☐		Term 2 ☐	Term 3 ☐	Term 4 ☐	
		RARELY	SELDOM	SOMETIMES	OFTEN	ALWAYS
	Communicates effectively in English					
	Homework completion					
	Struggles with oral expression					
	Struggles with written expression					
	Classroom participation					
	Discipline issues that interfere with his or her progress					
	Struggles with oral comprehension					
	Struggles with reading comprehension					

Appendix C

SCIENCE	Test Scores					
	MCAS:			OTHER:		
	Term 1 ☐		Term 2 ☐	Term 3 ☐	Term 4 ☐	
		RARELY	SELDOM	SOMETIMES	OFTEN	ALWAYS
	Communicates effectively in English					
	Homework completion					
	Struggles with oral expression					
	Struggles with written expression					
	Classroom participation					
	Discipline issues that interfere with his or her progress					
	Struggles with oral comprehension					
	Struggles with reading comprehension					

SOCIAL STUDIES	Test Scores					
	MCAS:			OTHER:		
	Term 1 ☐		Term 2 ☐	Term 3 ☐	Term 4 ☐	
		RARELY	SELDOM	SOMETIMES	OFTEN	ALWAYS
	Communicates effectively in English					
	Homework completion					
	Struggles with oral expression					
	Struggles with written expression					
	Classroom participation					
	Discipline issues that interfere with his or her progress					
	Struggles with oral comprehension					
	Struggles with reading comprehension					

Appendix C

Please, check the one that applies:

- ☐ At a meeting on (date) _____ the Language Acquisition Team reviewed the student's performance and concluded that he/she meets grade level academic standards.
- ☐ At a meeting on (date) _____ the Language Acquisition Team reviewed the student's performance and concluded that language proficiency **IS NOT** a significant reason the student is not meeting grade level academic standards. Student was/ will be referred to Student Support Team on (date) _____.
- ☐ At a meeting on (date) _____ the Language Acquisition Team reviewed the student's performance and concluded that language proficiency **IS** a significant barrier preventing the student from meeting grade level academic standards.

Action Steps (check all that apply)

- ☐ **English language support**
- ☐ **After school tutoring**
- ☐ **Core academic tutoring**
- ☐ **Parent communication**
- ☐ **Summer school**
- ☐ **Other (Please, explain)**

Date: _____

Team members: _____

Signatures: _____



Central Administration

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
Date: September 16, 2021
Re: Valley Collaborative 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.

Below is a summary additional revision that needed to be made.

- Valley Collaborative has adopted a revised Human Sexuality Education Notification as Appendix N of its Student and Family Handbook and Policies and Procedures Manual

Required Action:

Reapprove Valley Collaborative Student and Family Handbook and Policies and Procedures Manual

Attachments:

Valley Collaborative Student and Family Handbook and Policies and Procedures Manual

Student and Family Handbook & Policies and Procedures Manual



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

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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. Please refer to Appendix N of this manual.

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:

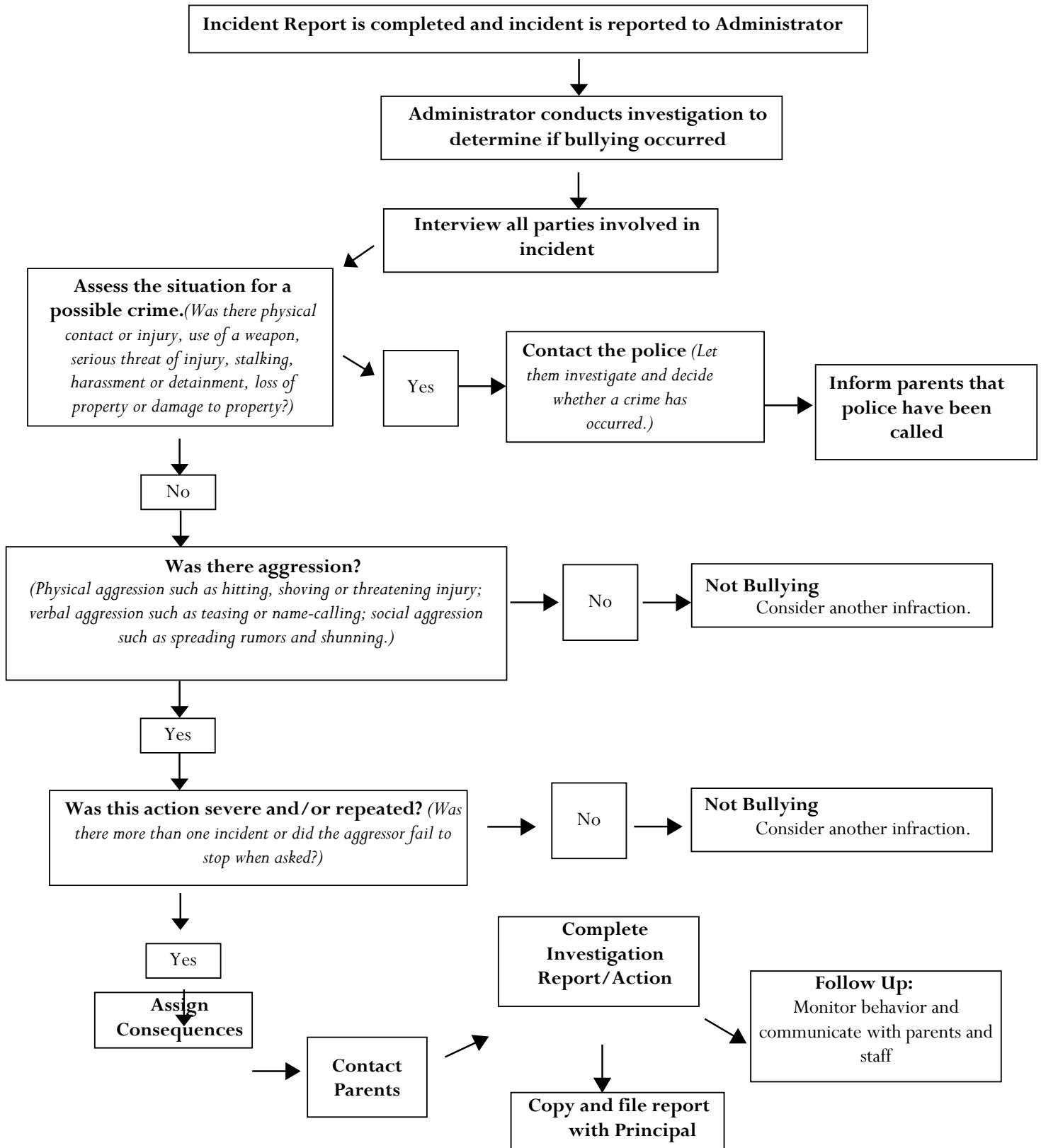
- 1) How parents can reinforce the curricula at home and support the school or district plan;
- 2) The dynamics of bullying, online safety and cyber bullying.
- 3) Parents will also be notified in writing each year about the student-related sections of the Collaborative Bullying Prevention and Intervention 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'ju përkthejë. Nëse nuk njihni asnjë njeri që t'ju 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 عضوة صديقة أو جار أن ي. ال يربط معلومة مهمة سيدعو أحد ما الذي يتكلم لغتك أنت أن يراجع المعلومة مع أنت على الهاتف. ورجعت هو إلى المسؤولة من طفلك مدرسة 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: Չեր լեզուն խոսող մեկը կզանգահարի 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 _____. Mein Tagestelefon 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 ພູ່ເພື່ອນ ຫຼືເພື່ອນບ້ານແປຂໍ້ມູນນີ້ໃຫ້ທ່ານ. ຖ້າຫາກວ່າທ່ານບໍ່ຮູ້ຈັກຄົນໃດທີ່ສາມາດແປໄທທ່ານໄດ້ 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
نښلول 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 traduca. 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

Appendix M



Valley Transitional High School

40 Linnell Circle, Billerica MA 01821 | Tel: (978) 528-7800 | 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

Appendix N

Human Sexuality Education Notification

Valley Collaborative dedicates itself to providing your child with an educational curriculum that addresses all areas of their everyday functioning. A component of our programming involves health education, which provides instruction regarding human development and human sexuality.

This instruction may be provided by a team of educators including the classroom teacher, physical education teacher, social workers/counselors, nurses, and the life skills coordinator. Together the team will work to provide age and developmentally appropriate instruction of skills and provide your child with the information they need to navigate this time in their lives. We are sensitive to the individual needs of each student and will adjust the curriculum as we deem necessary for each student.

As we move forward, Valley Collaborative will implement evidence-based Sexuality Education curricula that were developed with an understanding of our student population and is trauma informed.

The lesson plans topics for this curriculum includes:

- Gender expression and identity
- Relationship development
- Communication styles
- Problem-solving, safety and decision making, including internet safety and consent
- Hygiene and caring for the body
- Human anatomy and physiology
- Sexual development and health, including sexual transmitted infections and pregnancy

Under Massachusetts law and Valley Collaborative's policy, you may exempt your student from participating in Sexuality Education. If you choose to exempt your student please indicate it below and provide it to your student's Valley Collaborative program. Please note: no student who is exempted from this portion of the curriculum will be penalized.

_____ I **DO NOT** allow my student to participate

Parent/Guardian Signature

Student

Date



Central Administration

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
Date: September 16, 2021
Re: Staff Recruitment and Retention Strategy

As you are aware, staffing has historically been challenging for Valley partly due to the fact that Valley competes with some of the most premiere school districts in the Commonwealth as well as other service providers and state agencies (DDS, MRC, MCB). This coupled with educating/serving some of the most challenging students/individuals in the region makes staffing quite challenging at Valley. COVID has further frustrated Valley's recruitment and retention efforts. Valley has continuously provided in-person services during the pandemic since the summer of 2020. Direct care services at Valley often includes physical contact, bodily fluid transmission, toileting assistance, and dysregulated behavior management. Additionally, many of our students are not able to wear masks for an extended period of time due to their disability.

I met with the Executive Committee on Wednesday, September 15, 2021 to have a data driven conversation regarding various recruitment and retention strategies. At this time, the Executive Committee has requested the full Board meet in executive session the first week of October to discuss this matter in full.

Valley's salary and hourly rates remain in the lower range of our member districts. I am currently surveying other collaboratives for this data through MOEC and hope to have this analysis completed for an executive session meeting of the full Board the first week of October.

Required Action:

None

Attachments:

None



Central Administration

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: September 16, 2021
Re: COVID-19 Update

Valley Collaborative has updated all COVID-19 protocols in accordance with Department of Elementary and Secondary Education and the Department of Public Health. All quarantine and isolation protocols have come from the [DESE/DPH Protocols for Responding to COVID-19 Scenarios — SY 2021-22](#). We continue to track COVID-19 vaccination status for students, staff and individuals. Currently, 44% of middle school students, 62% of high school students and 25% of our adult services individuals are vaccinated.

All staff and students are required to wear a mask or face covering (unless they are unable to do so for a medical or behavioral reason) in accordance with DESE and Billerica Board of Health. Valley Collaborative is continuing our COVID-19 testing. We are participating in symptom testing and the “test and stay” programs.

Required Action:

None

Attachments:

Email to Valley Collaborative Staff
September 2021 COVID-19 Updates
Staff Adult Consent Form for COVID-19 Testing
Updated Guidance on Holding Meetings

From: [Jessica Scalzi](#)
To: [All Valley Collaborative Staff](#)
Subject: COVID19 Updates
Date: Wednesday, September 8, 2021 8:33:52 AM
Attachments: [September 2021 COVID Updates.pdf](#)

Good Morning Valley!

Please see the attached newsletter which was sent home to our families. This includes updates to our COVID-19 testing and quarantine protocols. Please fill out of the adult consent form if you would like to be tested for COVID-19 (if symptoms appear during school hours) and turn into the Nursing Department.

Adult Consent Form: <https://drive.google.com/file/d/1BXr4YapQBJXLeHbsKs7kPW4KVgJfs6Bu/view?usp=sharing>

Please let me know if you have any questions.

Jessica Scalzi BSN, RN, NCSN
Lead Nurse
Valley Collaborative
Ph: 978-528-7896
Fax: 978-528-7879

[COVID 19 Health Resources](#)



Valley Collaborative Nursing News

Healthy Guidance from Your Nursing Department

Fall COVID-19 Updates

Mask Requirements

Valley Collaborative has already reinstituted the indoor mask requirement during our summer program. The indoor mask requirement regardless of vaccination status will continue through the fall consistent with the Department of Elementary and Secondary Education and the Billerica Board of Health. Masks are not required outdoors, on mask breaks or while eating or drinking. All visitors are required to wear masks when entering any Valley Collaborative building.

DESE Mask Requirements

COVID-19 Testing

Valley Collaborative is continuing to offer the COVID-19 testing in school funded by the Department of Public Health. Below are the two components:

- **symptomatic testing** – for students and staff showing signs of COVID19 at school
- **“test and stay” testing** – for students and staff who have been exposed to COVID-19 but have no symptoms. Individuals will be tested starting on the first day of exposure through the fifth day. If the test results are negative and the individual continues to show no symptoms, they may stay in school.

Both of these are quick, non-invasive nasal swab tests that are collected by the school nurse. We believe participating in the COVID-19 testing in school will continue to mitigate the spread of COVID-19. We have attached the consent form for you below. These will need to be renewed for the 2021-2022 school year even if you have signed on for the 2020-2021 school year. Please send back to your child’s school nurse.

FY22 COVID-19 Student Testing Consent Form

https://drive.google.com/file/d/16_98FhLo9XgVqnpjvdKCW2xYk9Nh0IOJE/view?usp=sharing

FY22 COVID-19 Adult Testing Consent Form

<https://drive.google.com/file/d/1BXr4YapQBjXLeHbsKs7kPW4KVgJfs6Bu/view?usp=sharing>

COVID-19 Exemptions from Testing and Quarantine

Close Contact: Individuals who have been within 6 feet of a COVID-19 positive individual while indoors, for at least 15 minutes during a 24-hour period.

The following close contacts are exempt from testing and quarantine response protocols:

- Asymptomatic, fully vaccinated close contacts
- Classroom close contacts: An individual who is exposed to a COVID-19 positive individual in the classroom while both individuals were masked, so long as the individuals were spaced at least 3 feet apart.
- Bus close contacts: Individuals on buses must be masked according to federal requirements. As such, individuals who are masked on buses when windows are open are exempt from testing and quarantine response protocols.
- Close contacts who have had COVID-19 within the past 90 days: An individual who has been previously diagnosed with COVID-19 and then becomes a close contact of someone with COVID-19 is exempt from testing and quarantine response protocols if:
 - the exposure occurred within 90 days of the onset of their own illness AND
 - the exposed individual is recovered and remains without COVID-19 symptoms.

This information is adapted from the August 13, 2021 newsletter DESE/DPH [Protocols for Responding to COVID-19 Scenarios - SY 2021-22](#) .



Valley Collaborative Nursing News

Healthy Guidance from Your Nursing Department

We ask you to continue following our Health Services protocols by keeping children home if sick with COVID symptoms and have them tested for COVID before they return to school. Symptoms include:

- **Fever (100.0° Fahrenheit or higher), chills, or shaking chills**
- **Difficulty breathing or shortness of breath**
- **New loss of taste or smell**
- **Muscle aches or body aches**
- Cough (not due to other known cause, such as chronic cough)
- Sore throat, when in combination with other symptoms
- Nausea, vomiting, or diarrhea when in combination with other symptoms
- Headache when in combination with other symptoms
- Fatigue, when in combination with other symptoms
- Nasal congestion or runny nose (not due to other known causes, such as allergies) when in combination with other symptoms

Valley Nurses

Jessica Scalzi, RN, BSN, NCSN - Lead Nurse

jscalzi@valleycollaborative.org

Sandy Gamache, LPN - Middle/High School

sgamache@valleycollaborative.org

Kathryn Mari, RN, BSN -Elementary School

kmari@valleycollaborative.org

Katherine Rivera, LPN – Elementary School

krivera@valleycollaborative.org



COVID-19 Vaccine Information

As you've likely heard, the FDA has approved the Pfizer vaccine for children 16 years and older. The Nursing Department encourages you to talk with your child's health care provider around having your child vaccinated.

To find a location where patients can get the vaccine: <https://vaxfinder.mass.gov/>

For more info, here is a link to a great resource from the CDC: <https://www.cdc.gov/coronaviruses/2019-ncov/vaccines/facts.html>

See here for the Pfizer vaccine fact sheet for caregivers and recipients: <https://www.fda.gov/media/144414/download>

Please send your students completed COVID-19 vaccine record to the school nurse.

STAFF/ADULT CONSENT FORM FOR OPTIONAL COVID-19 TESTING				
TO BE COMPLETED BY INDIVIDUAL CONSENTING FOR THEMSELVES				
INDIVIDUAL Information				
<p>You will not be notified of routine COVID-19 safety check (previously referred to as "pooled test") results, but you will be notified of individual test results either via phone or email.</p> <ul style="list-style-type: none"> If you have tested positive for COVID-19 in the past 90 days, you should not yet participate in COVID-19 testing to avoid false positives. Unvaccinated individuals are strongly encouraged to participate in Routine COVID Safety Checks. Vaccinated individuals may participate in Routine COVID Safety Checks. 				
Print Name:				
Cell/Mobile #: <i>Note: results will be texted to this cell #</i>				
Email Address:				
Date of Birth: (MM/DD/YYYY)				
Address:		City:		Zip Code:
Race (pick one):	☐ American Indian/Alaskan Native ☐ Asian ☐ Black/African American ☐ Native Hawaiian/Pacific Islander ☐ White ☐ Other ☐ Prefer not to say			
Ethnicity (pick one):	☐ Hispanic or Latinx ☐ Not Hispanic or Latinx ☐ Prefer not to say	Gender:	☐ Male ☐ Transgender ☐ Female ☐ Prefer not to say	
Consent Opt Out	☐ Yes , I provide consent to participate in COVID-19 testing (<i>please read and sign form below</i>) ☐ No , I do not provide consent to participate in COVID-19 testing. (<i>No further action needed</i>)			
CONSENT				
<p>By completing and submitting this form, I confirm that I am the appropriate individual to provide consent and:</p> <p>A. I authorize collection and testing of a sample from for COVID-19 at school, whether for an individual test (e.g. individual antigen or PCR test) or for a routine COVID safety check (pooled test). By signing this form, I am consenting to any of the following testing methods for me. I understand that my school will determine which testing methods are offered to me and will inform me of the services the school is administering prior to the start of, or any change to, the school's COVID-19 testing program. More detail about test types is provided in Appendix A.</p> <ol style="list-style-type: none"> Individual testing on symptomatic individuals: for when individuals present symptoms while at school Individual testing on close contacts (Test and Stay): for asymptomatic close contacts to be tested daily for at least five (5) days from the first day of exposure, with individuals testing negative being allowed to remain at school Routine COVID-19 safety check (previously referred to as "pooled testing"): for routine testing by collecting a group of samples and performing on test on the group, for efficiency, with individual testing happening either on the same individual samples at the lab or on new samples from the individuals in the group. <p>B. I understand that all sample types will be non-invasive, short nasal swabs or saliva samples.</p> <p>C. I understand that a routine COVID-19 safety check (previously referred to as as pooled testing) may yield individual results, and that my individual results within a safety check may not be shared with me. However, I understand and agree that my personal health information and personally identifiable information from education records may be entered into the testing provider's technology platform to assist with tracking safety check testing and identifying individuals in need of individual follow-up testing.</p>				

- D. I understand that I will be notified about the results of any individual test for COVID-19 performed on me.
- E. I understand that there is the potential for a false positive or false negative COVID-19 test result, no matter the kind of testing being performed. Given the potential for a false negative, I understand that I should continue to follow all COVID-19 safety guidance, and follow school protocols for isolating and testing in the event I develop symptoms of COVID-19.
- F. I understand that staff administering all COVID-19 testing have received training on safe and proper test administration. I agree that neither the test administrator nor the **Valley Collaborative** nor any of its trustees, officers, employees, or organization sponsors are liable for any accident or injuries that may occur from participation in the COVID-19 testing program.
- G. I understand that I **must** stay home if feeling unwell. I acknowledge that a positive **individual** test result is an indication that I must stay home from school, self-isolate, and continue wearing a mask or face covering as directed in an effort to avoid infecting others.
- H. I understand the school system is not acting as my medical provider, this testing does not replace treatment by my medical provider, and I assume complete and full responsibility to take appropriate action with regards to my test results. I agree I will seek medical advice, care and treatment from my medical provider if I have questions or concerns, or if my condition worsens. I understand I am financially responsible for any care I receive from my healthcare provider.
- I. I understand that COVID-19 testing may create protected health information (PHI) and other personally identifiable information, and such information will only be accessed, used, and disclosed in accordance with HIPAA and applicable law. Pursuant to 45 CFR 164.524(c)(3), I authorize and direct the testing provider to transmit such PHI to my school, the Massachusetts Department of Public Health, the Massachusetts Executive Office of Health and Human Services, and the testing laboratory. I further understand that PHI may be disclosed to the Executive Office of Health and Human Services and any other party, as authorized under HIPAA.
- J. I understand that participation in COVID-19 testing may require the school to disclose my identity, demographic, and contact information from education records to the testing provider and may require the school to disclose my identity, demographic, and contact information from education records to the Massachusetts Department of Public Health. Pursuant to FERPA, 34 CFR 99.30, I authorize my school to disclose such personally identifiable information (PII) as is required for me to participate in COVID-19 testing.
- K. I understand that authorizing these COVID-19 tests for me is optional and that I can refuse to give this authorization, in which case, I will not be tested.
- L. I understand that I can change my mind and cancel this permission at any time, but that such cancellation is forward-looking only, and will not affect information previously released. To cancel this permission for COVID-19 testing, I need to contact **Jessica Scalzi, RN jscalzi@valley collaborative.org**.
- M. I authorize the testing provider and/or the Massachusetts Department of Public Health to monitor aspects of the COVID-19 virus, such as tracking viral mutations, by analyzing positive sample(s) for epidemiological and public health purposes. Results of such analyses will not be personally identifiable nor create personally identifiable information.

I, the undersigned, have been informed about the COVID-19 test purpose, procedures, possible benefits and risks, and I have received a copy of this Informed Consent. I have been given the opportunity to ask questions before I sign, and I have been told that I can ask additional questions at any time. I voluntarily agree to this testing for COVID-19.

Signature of Individual Consenting:		Date:
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APPENDIX A: POSSIBLE TEST TYPES

By signing this form, I am consenting to any of the following testing methods. I understand that my school will determine which testing methods are offered to me and will inform me of the services the school is administering prior to the start of, or any change to, the school's COVID-19 testing program.

Individual Testing:

Symptomatic Testing: (for when individuals present symptoms while at school; individuals should not go to school if experiencing symptoms while at home): Shallow nasal swab samples are collected at school using an approved diagnostic test.

"Test and Stay" (close contact testing): Shallow nasal swab samples are collected at school using an approved diagnostic test. Tests are administered daily from the first day of exposure for at least five (5) days, with individuals testing negative being allowed to remain at school.

Routine COVID Safety Check:

Please note, we are now using the terminology "routine COVID safety checks" to describe what we previously called "pooled tests." Follow-Up tests are individual diagnostic tests that identify the positive individual(s) in a positive COVID safety check.

Safety Check and School-Based Follow-Up Testing: Shallow nasal swab samples are collected at school and put into a single tube (maximum of 10 samples per tube). If or in case a group tests positive, individual Follow-Up testing with a second sample collection occurs at the school with rapid and/or individual PCR testing, as necessary.

Safety Check and Lab-Based Follow-Up Testing: Saliva or shallow nasal swab samples are collected and kept separate before being grouped at the lab. If a group tests positive, individual Follow-Up testing occurs at the lab, without a second sample collection.

EMERGENCY ALERTS

[Show Coronavirus Update](#) ▼

Mass.gov

Updated guidance on holding meetings pursuant to the Act Extending Certain COVID-19 Measures

Guidance Update – June 16, 2021

On June 16, 2021, Governor Baker signed into law An Act Extending Certain COVID-19 Measures Adopted During the State of Emergency. This Act includes an extension, until April 1, 2022, of the remote meeting provisions of his March 12, 2020, Executive Order Suspending Certain Provisions of the Open Meeting Law. The new law has two major parts.

First, the new law allows public bodies to continue providing live “adequate, alternative means” of public access to the deliberations of the public body, instead of holding meetings in a public place that is open and physically accessible to the public. “Adequate, alternative means” may include, without limitation, providing public access through telephone, internet, or satellite enabled audio or video conferencing or any other technology that enables the public to clearly follow the proceedings of the public body in real time.

Second, the new law authorizes all members of a public body to continue participating in meetings remotely; the Open Meeting Law’s requirement that a quorum of the body and the chair be physically present at the meeting location remains suspended.

The new law provides that a municipal public body that, for reasons of economic hardship and despite best efforts, is unable to provide alternative means of public access that will enable the public to follow the proceedings in real time, may instead post a full and complete transcript, recording, or other comprehensive record on its website as soon as practicable after the meeting. In light of the various free and low-cost technologies that could be used to provide the public with real time access, the Division of Open Government strongly recommends that a municipal public body consult with our office before determining that it is unable to provide the public with real time access to a meeting. Furthermore, this provision is not available for meetings when another general or special law, regulation or a local ordinance or by-law requires allowance for active participation by members of the public, such as in the case of certain public hearings.

All other provisions of the Open Meeting Law and regulations, such as the requirements regarding posting notice of meetings and creating and maintaining accurate meeting minutes, remain in effect. Public bodies are reminded that notice of all meetings must be posted at least 48 hours in advance, not including weekends and holidays, and the meeting notice must clearly specify how the public may access the meeting, whether in-person, remote or both.

What means of access will be considered “adequate, alternative means?”

“Adequate, alternative means” may include, without limitation, providing public access through telephone, internet, or satellite enabled audio or video conferencing or any other technology that enables the public to clearly follow the proceedings of the public body as they are occurring (i.e., “live” or “in real time”). The methods listed in the executive order and here are non-exhaustive, and we recognize that there are myriad methods that will be acceptable.

9/8/21, 11:44 AM

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“Adequate, alternative means” could include Zoom, a high-capacity telephone conference line, Facebook Live, YouTube Live, and broadcasting on live TV, including local cable access television. The brief delay of approximately 20 seconds when Zoom meetings are streamed to Facebook or YouTube Live is acceptable.

May a public body post a recording or transcript of the meeting afterwards, instead of providing access to the meeting as it is occurring?

The executive order provides that a municipal public body that, for reasons of economic hardship and despite best efforts, is unable to provide alternative means of public access that will enable the public to follow the proceedings in real time, may instead post a full and complete transcript, recording, or other comprehensive record on its website as soon as practicable after the meeting. In light of the various free and low-cost technologies that could be used to provide the public with real time access, the Division of Open Government strongly recommends that a municipal public body consult with our office before determining that it is unable to provide the public with real time access to a meeting.

May public body members meet in person, while requiring the general public to follow the proceedings remotely?

Yes. Section (1) of the executive order allowing public access through adequate, alternative means is independent from Section (2), which allows members of the public body to participate remotely. The public body may conduct its proceedings under the relief provided in section (1) or (2) or both.

If a public body will provide access to its meeting through “adequate, alternative means,” what information must be included on the meeting notice?

Public bodies must continue to post notice of every meeting at least 48 hours in advance of the meeting, not including weekends or state holidays, using the official notice posting method (physical notice or website), even if the clerk’s office is closed. The notice must include the “location” of the meeting. If access to the meeting will be provided through “adequate, alternative means,” the meeting notice must include clear instructions for accessing the meeting remotely. A public body may require members of the public to call to obtain access information for the meeting, rather than including such information on the public meeting notice, to minimize Zoom-bombing and similar disruptions. In such situations, the meeting notice must include clear contact information, and members of the public must be able to obtain the meeting access information up to and throughout the duration of the meeting (members of the public cannot be required to register in advance).

What other requirements apply to remote meetings?

The Open Meeting Law regulations governing remote participation, 940 CMR 29.10, remain in effect, except where the Governor’s executive order specifically suspends certain requirements. In particular, when any—or all—public body members participate in a meeting remotely, the following requirements apply:

1. At the start of the meeting, the chair must announce the name of the member or members who are participating remotely; such information must also be recorded in the meeting minutes.
2. All votes must be taken by roll call.

9/8/21, 11:44 AM

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3. Members of the public body must be clearly audible to each other and to members of the public at all times.
4. When holding an executive session remotely, the public body must still take all required procedural steps for entering into executive session in open session. At the beginning of the executive session, each public body member participating remotely must state that no other person is present or able to hear the discussion at the remote location, unless the public body has approved the presence of that individual.

Should the public body encounter technical problems while meeting remotely, the person chairing the meeting may decide how to address the technical difficulties, but is encouraged wherever possible to suspend discussion while reasonable efforts are made to correct any problem that interferes with a remote participant's ability to hear or be heard clearly. If technical difficulties result in a remote participant being disconnected from the meeting, that fact and the time at which the disconnection occurred must be noted in the meeting minutes.

What about public comment, public participation, and public hearings?

The Open Meeting Law does not require that public bodies allow public comment or public participation during meetings -- to the contrary, the Open Meeting Law specifies that nobody shall address the public body without permission of the chair. However, the Attorney General encourages public bodies to allow public comment and/or public participation when feasible. Because the Open Meeting Law does not require that public bodies allow for public comment or public participation during meetings at all, the manner that public bodies may choose to accept comment or questions is outside the scope of the Open Meeting Law. Public hearings, on the other hand, are governed by separate laws that impose additional requirements, and may require opportunity for public comment or testimony. Those requirements are outside the scope of the Open Meeting Law and therefore do not fall within the Division of Open Government's jurisdiction. Public bodies and members of the public should consult with legal counsel for guidance on the requirements for public hearings.



Central Administration

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
Ms. Heather Valcanas, Director of Adult & Transitional Services
Date: September 16, 2021
Re: Executive Office of Health & Human Services Division
Wage Correction: Direct Support Professionals funded by the American Rescue Plan Act (ARPA)
and The Commonwealth of Massachusetts

On March 11, 2021, President Biden signed into law the American Rescue Plan Act (ARPA). Section 9817 provides enhanced federal funding for Medicaid home and community-based services (HCBS) and certain behavioral health services through a one-year 10% increase to the share of state Medicaid spending that is paid for by the federal government. This one-year increase in federal matching funds would result in new, time-limited dollars that can be invested in certain Medicaid HCBS and behavioral health services through March 2024. In order to qualify for these funds, states are required to submit quarterly spending plans and narratives to the federal Centers for Medicare and Medicaid Service (CMS).

On April 16, 2021, the Commonwealth issued a Request for Information (RFI) to gather feedback from organizations and individuals on strategic areas where the enhanced funding could be focused. Valley responded to this request by advocating for enhanced rates for staff wages, ease of access to services for individuals, and funding for technology and infrastructure improvements. Using this feedback, the state submitted its Initial Spending Plan and Narrative on June 12, 2021. This plan has been approved and focuses on immediate relief through rate and wage enhancements for certain HCBS and behavioral health providers aimed at strengthening and stabilizing the HCBS and behavioral health workforce. The Massachusetts spending plan is broken into three rounds to enhance the three key structural pillars below:

1. HCBS Workforce, retaining and building a high-quality network;
2. Access to and Promotion of HCBS Services and Supports, including navigation, transitions, family supports, diversion and enhanced care models; and
3. HCBS Technology and Infrastructure, to enable more effective care coordination, access, and delivery.

On July 19, 2021, the Baker Administration announced a \$55 million dollar investment in workforce development for the health and human services sector, to address the workforce crisis in this field. That same day, The Executive Office of Health and Human Services (EOHHS) announced the emergency adoption of immediate time-limited rate enhancements from July through December 2021 to support HCBS workforce development. As a condition of receipt of these additional funds, eligible provider agencies must complete an attestation assuring EOHHS that they will use at least 90% of the funds for

HCBS workforce development. Additionally, provider agencies that receive enhanced funds are required to submit a spending report to EOHHS that accounts for how the enhanced funds were used.

Providers may utilize this funding for the specific purposes of recruiting, building, and retaining their direct care and support workforce. Examples of allowable uses include:

- “Recruitment” defined as offering of incentives and/or onboarding/training.
- “Bonuses” defined as added compensation that is over and above an hourly rate of pay, and are not part of an employee’s standard wages. An employee may receive a retention or recruitment bonus.
- “Overtime” defined as compensation for additional hours worked beyond the employer’s standard work week.
- “Shift differential” defined as additional pay beyond the employee’s standard hourly wage for working a specific shift (e.g. nights, weekends, holidays, etc.) or working for special populations (e.g., dementia, autism spectrum disorder, etc.).
- “Hourly wage increase” defined as an increase to the wage the provider agrees to pay an employee per hour worked.
- “Wraparound benefits” defined as employer provided benefits to help the workforce remain employed. Examples include public transportation or shared ride reimbursements, meal vouchers, or small grants for childcare assistance or regular car maintenance. Other examples include paying for testing or certification materials, continuing education credits (CEUs), or exam fees to encourage retention of staff moving up in the career ladder.

Providers are encouraged to choose the most optimal distribution method to benefit their employees. Providers may use enhanced funds to cover costs associated with incentives (e.g., incremental increase in employer payroll tax associated with time-limited rate enhancement) provided to direct care and support staff beginning on, but not before, June 1, 2021. Providers must expend all funds received as a result of this enhanced rate by June 30, 2022.¹

In order to comply with the above outlined enhanced rate requirements, Valley will make a market correction in salaries for HCBS direct care and support staff which will be between 9% and 11.5%. This wage is based on a salary study conducted this summer through which Valley determined the base hourly wage that would attract high quality applicants to work for the Collaborative.

The Federal Office of Health and Human Services (HHS), is strongly supporting the BETTER CARE BETTER JOBS ACT (S. 2210), as a way to sustain this level of funding in the long term. It is currently sitting with the U.S. Senate Committee on Finance. This investment creates enhanced funding to strengthen long-term care today and for the future, building on the \$12.7 billion short-term HCBS funding that passed as part of the American Rescue Plan.²

At the state level, Valley Collaborative has been asked by the Provider's Council to testify at the state legislative committee rate hearings this fall. This testimony will support permanent rate adjustments for workforce recruitment and retention. Heather Valcanas, Director of Adult & Transitional Services, will testify on Valley's behalf.

Required Action:

None

Attachments:

- 1 - EOHHS Home and Community-Based Service Enhanced Rate Add-Ons using American Rescue Plan Act (ARPA) Funding Notice.
- 2 – Better Care Better Jobs Act one-pager



The Commonwealth of Massachusetts
Executive Office of Health and Human Services
Office of Medicaid
One Ashburton Place, Room 1109
Boston, Massachusetts 02108



CHARLES D. BAKER
Governor

KARYN E. POLITO
Lieutenant Governor

MARYLOU SUDDERS
Secretary

AMANDA CASSEL-KRAFT
Acting Assistant Secretary for
MassHealth

Tel: (617) 573-1600
Fax: (617) 573-1891

TO: Home and Community-Based Providers delivering MassHealth Services

FROM: Amanda Cassel-Kraft, Acting Assistant Secretary for MassHealth

RE: Home and Community-Based Service Enhanced Rate Add-Ons using American Rescue Plan Act (ARPA) Funding

DATE: July 20, 2021

Introduction

The Executive Office of Health and Human Services (EOHHS) recognizes that a strong direct care and support workforce is essential to any effort to strengthen, enhance, and expand HCBS. Accordingly, as part of its implementation of increased funding available pursuant to Section 9817 of the American Rescue Plan Act (ARPA), EOHHS is providing immediate time-limited rate enhancements from July through December 2021 to support HCBS workforce development. This investment is aimed at strengthening and stabilizing the state's HCBS workforce in response to the COVID-19 public health emergency.

This communication provides provider agencies with information regarding the allowable use of this enhanced funding. As discussed in further detail below, providers and provider agencies will be required to use at least 90% of enhanced funds for compensation for their direct care workforce, which could include, among other things, hiring and retention bonuses.

As a condition of receipt of these additional funds, eligible provider agencies must complete an attestation assuring EOHHS that they will use at least 90% of the funds for HCBS workforce development, which could include hiring and retention bonuses and other categories of worker compensation. Additionally, provider agencies that receive enhanced funds are required to submit a spending report to EOHHS that accounts for how the enhanced funds were used. Attestations and reporting will be aggregated

across all lines of payment (i.e., MassHealth fee-for-service, MassHealth managed care, PACE organization, and state agencies) such that a provider agency should only submit one attestation and will aggregate payments in the required spending reports.

EOHHS will post documents and information related to the implementation on Mass.Gov, which can be accessed here: <https://www.mass.gov/info-details/strengthening-home-and-community-based-services-and-behavioral-health-services-using-american-rescue-plan-arp-funding>. Providers are encouraged to check this site regularly for updated information.

Providers may submit questions related to the enhanced funding and other questions related to this bulletin to ARPAMedicaidHCBS@mass.gov.

Note: Individuals who receive MassHealth or State Agency payment directly rather than through an agency, such as Personal Care Attendants, Independent Nurses, and Shared Living Caregivers, will receive the time-limited rate enhancement without being required to attest or submit a final report.

Eligible Medicaid HCBS Direct Care and Support Staff

Provider agencies must use at least 90% of the enhanced funds to support HCBS direct care and support staff. Eligible HCBS direct care and support staff include, but are not limited to:

- Frontline workers who provide care, services, or support to families and individuals in home and community-based settings. Note:
 - There are a variety of job titles that currently refer to these workers including, but not limited to: certified nursing assistants (CNAs), licensed practical nurses (LPNs), registered nurses (RNs), personal care attendants, companions, respite providers, homemakers, chore providers, home health and home care aides (workers), nurse aides, nursing assistants, social workers, paid caregiver (including shared living caregivers), and direct support professionals
 - Direct care workers also include those employed under consumer-directed model

The following workers are not considered HCBS direct care or support staff and would be considered **ineligible** toward meeting the 90% requirement:

- Executive management, administrators or individuals in positions that do not include the provision of HCBS services or supports directly to the individual and/or their family.

Allowable Uses

Providers may utilize this funding for the specific purposes of recruiting, building, and retaining their direct care and support workforce. Examples of allowable uses include:

- “Recruitment” defined as offering of incentives and/or onboarding/training.
- “Bonuses” defined as added compensation that is over and above an hourly rate of pay, and are not part of an employee’s standard wages. An employee may receive a retention or recruitment bonus.
- “Overtime” defined as compensation for additional hours worked beyond the employer’s standard work week.
- “Shift differential” defined as additional pay beyond the employee’s standard hourly wage for working a specific shift (e.g. nights, weekends, holidays, etc.) or working for special populations (e.g., dementia, autism spectrum disorder, etc.).
- “Hourly wage increase” defined as an increase to the wage the provider agrees to pay an employee per hour worked.
- “Wraparound benefits” defined as employer provided benefits to help the workforce remain employed. Examples include public transportation or shared ride reimbursements, meal vouchers, or small grants for childcare assistance or regular car maintenance. Other examples include paying for testing or certification materials, continuing education credits (CEUs), or exam fees to encourage retention of staff moving up in the career ladder.

Providers are encouraged to choose the most optimal distribution method to benefit their employees. Providers may use enhanced funds to cover costs associated with incentives (e.g., incremental increase in employer payroll tax associated with time-limited rate enhancement) provided to direct care and support staff beginning on, but not before, June 1, 2021. Providers must expend all funds received as a result of this enhanced rate by June 30, 2022.

Provider Spending Report and Attestation

After the distribution of this funding, providers are required to submit a spending report to EOHHS outlining how they used of the funds. EOHHS will create an online spending report tool for providers to submit required information. The tool will be accessible here: <https://www.mass.gov/info-details/strengthening-home-and-community-based-services-and-behavioral-health-services-using-american-rescue-plan-arp-funding>

The spending categories will align with the types of allowable uses defined in this document and will be aggregated across all payors (i.e., MassHealth fee-for-service, MassHealth managed care, PACE organization, and state agency payments).

The spending report tool also includes an attestation form. Providers are required to complete the attestation confirming that they used at least 90% of the funds for HCBS workforce development, which includes hiring and retention bonuses and other categories of worker compensation as described herein. All providers must comply with this requirement, except Individual Provider/Self Directed Workers delivering Independent Nursing, Homemaker and Personal Care, or other self-directed services through the MassHealth program.

All providers receiving enhanced funds must complete and submit the spending report and attestation to MassHealth regardless of whether such funds are paid to the provider through another state agency or a MassHealth managed care plan or PACE organization, and retain a copy of their submission in their records.

Spending reports and attestations will be due July 31, 2022.

Multiple Businesses

EOHHS recognizes that some providers deliver certain HCBS through separate businesses. Providers in this situation must submit one (1) attestation and one (1) spending report per Employer Identification Number (EIN) or Tax Identification Number (TIN).

For example, a provider operates one business for its Homemaker and Personal Care services, and another business for Home Health Aide services. The two businesses have two separate EINs. In this case, the provider must submit two (2) attestations and two (2) spending reports – one attestation and spending report for its Homemaker and Personal Care business, and a second attestation and spending report for its Home Health Aide business.

Failure to Comply with Requirements

Providers that fail to comply with the attestation and spending plan requirement may be subject to sanction.

Billing

Service Provision

All HCBS services receiving enhanced funding must be delivered in accordance with existing program requirements and regulations.

Billing Administrative and Billing Requirements

All Administrative and Billing requirements remain in effect during this period of enhanced funding (July – December 2021). Providers must submit claims according to policies and procedures set forth in the administrative and billing regulations and supporting guidance.

BETTER CARE BETTER JOBS ACT (S. 2210)

A Historic Investment in the Care Economy

**Led by Chairman Casey, Chairman Wyden and Leader Schumer
with Chair Murray and Senators Duckworth, Hassan and Brown**

President Biden’s American Jobs Plan includes a historic investment in Medicaid home and community-based services (HCBS). These critical services enable seniors and people with disabilities to remain in their homes, stay active in their communities, and lead independent lives. The President’s proposal will expand access to good-quality care, lead to better pay and benefits for workers, enhance quality of life for families, and help create middle-class jobs. This investment creates enhanced funding to strengthen long-term care today and for the future, building on the \$12.7 billion short-term HCBS funding that passed as part of the American Rescue Plan.

The COVID-19 pandemic has highlighted the urgent need to ensure all Americans have the option to receive quality, long-term care in the setting that best meets their needs and preferences. The vast [majority of Americans](#) would prefer to receive services and supports at home. Today, [over 3.5 million](#) older adults and people with disabilities receive Medicaid HCBS. Though all states provide coverage for some HCBS services, eligibility and benefit standards vary, leading to significant variation and gaps in coverage. Some states cap the number of individuals who may receive services, which has left almost [820,000 Americans](#) on wait lists.

The President’s proposed investment also prioritizes wage and benefit increases for the workers who provide these services. Nationwide, home care workers—a majority of whom are women and people of color—earn a median wage of [\\$12 per hour](#). Roughly [18 percent](#) of these workers live in poverty and many receive [few or no benefits](#). This low compensation, paired with the difficulty of the work, results in exceptionally high turnover rates among direct care workers, often estimated [between 40 and 60 percent](#).

The **Better Care Better Jobs Act** carries forward President Biden’s bold vision. Specifically, the bill would:

- **Enhance Medicaid funding for HCBS:** States would be eligible for a permanent 10 percentage point increase in the federal Medicaid match for delivering HCBS as well as enhanced funding for administrative activities associated with improvement efforts. To receive these dollars, states must:
 - **Strengthen and expand access to HCBS** by expanding financial eligibility criteria for HCBS to federal limits; requiring coverage for personal care services; expanding supports for family caregivers; adopting programs that help people navigate enrollment and eligibility; expanding access to behavioral health care; improving coordination with housing, transportation, and employment supports; and developing or improving programs to allow working people with disabilities to access HCBS.
 - **Strengthen and expand the HCBS workforce** by addressing HCBS payment rates to promote recruitment and retention of direct care workers; regularly updating HCBS payment rates with public

input; passing rate increases through to direct care workers to increase wages; and updating and developing training opportunities for this workforce as well as family caregivers.

- **Show improvement over time** by demonstrating improved availability of services; reduced disparities in accessing and using HCBS; evidence of competitive wages and benefits for workers; and increases in HCBS spending.
- **Comply with a strong maintenance of effort** for HCBS eligibility and benefit standards to ensure that additional federal dollars go towards growing and improving HCBS programs.
- **Encourage innovative models that benefit direct care workers and care recipients:** Provide additional incentives to help states build HCBS workforce programs that register direct care workers; help connect them to seniors and people with disabilities seeking care; facilitate coordination between the state and direct care workers; support care safety and quality; and help workers organize, among other functions.
- **Support quality and accountability:** Provide funding to the Centers for Medicare & Medicaid Services to carry out the bill's programs; conduct oversight and monitoring; and offer technical assistance to states participating in the funding opportunities described above. Additionally, participating states would be required to establish state HCBS ombudsman programs to support care quality. The bill would also require all state Medicaid programs to adopt HCBS quality measures.
- **Facilitate state planning:** Provide funding for states to develop HCBS infrastructure improvement plans with public input, to outline how they would expand access to HCBS, strengthen the workforce, and meet requirements tied to increased federal Medicaid funding. States would be required to develop these plans in order to receive enhanced federal Medicaid funding for HCBS.
- **Permanent spousal impoverishment protections:** Permanently authorize protections against impoverishment for individuals whose spouses are receiving Medicaid HCBS.
- **Make Permanent Money Follows the Person:** Make the Money Follows the Person Rebalancing Demonstration permanent.

Cosponsors: Baldwin, Bennet, Blumenthal, Booker, Cantwell, Cardin, Durbin, Feinstein, Gillibrand, Hirono, Heinrich, Kaine, King, Klobuchar, Leahy, Luján, Markey, Merkley, Menendez, Murphy, Padilla, Peters, Reed, Rosen, Sanders, Schatz, Shaheen, Smith, Stabenow, Van Hollen, Warnock, Warren and Whitehouse

Supporting Organizations: A full list of supporting organizations can be found [here](#).

Section-by-Section:

Section 1. Short Title and Table of Contents

Section 2. Definitions. Includes definitions for terms relevant to the bill, such as direct care workers and home- and community-based services (HCBS).

Title I – Expanding Access to Medicaid Home- and Community-Based Services

Section 101. HCBS Infrastructure Improvement Planning Grants. Provides \$100 million for states to develop plans to expand access to Medicaid HCBS and strengthen the HCBS workforce. As a part of these plans, states would be required to report on the state’s existing HCBS landscape and describe how they will address gaps and disparities in access and utilization. Such plans would be developed with input from stakeholders through a public notice and comment process. During the planning period, states would continue to receive the level of enhanced federal funding for HCBS provided through the American Rescue Plan. States receiving planning grants must comply with a maintenance of effort that restricts them from reducing eligibility or benefit standards for HCBS.

Section 102. HCBS Infrastructure Improvement Program. Provides states with a 10 percentage point increase in the Medicaid Federal Medical Assistance Percentage (FMAP) for HCBS and an enhanced federal match of 80 percent for administrative activities associated with improving HCBS programs. To receive this enhanced match, states would be required to:

Strengthen and expand access to HCBS:

- Address access barriers and disparities in access or HCBS utilization;
- Expand financial eligibility criteria for HCBS to the federal limit;
- Cover personal care services;
- Facilitate access through the adoption of “no wrong door” enrollment systems, use of presumptive eligibility, and improvement of outreach and education efforts;
- Expand supports for family caregivers, including respite care;
- Develop or improve programs to allow working people with disabilities to access HCBS; and
- Expand access to behavioral health services and coordination with employment, housing, and transportation supports.

Strengthen and expand the HCBS workforce:

- Address insufficient payment rates for HCBS to promote access and improve workforce recruitment and retention;
- Update HCBS payment rates every two years through a transparent process with input from stakeholders;
- Ensure increases in HCBS rates are passed through to workers to improve compensation for direct care workers;
- Ensure rates are incorporated into managed care arrangements; and
- Update, develop, and adopt qualification standards and training opportunities for direct care workers and family caregivers.

Comply with a maintenance of effort requirement that prohibit them from reducing HCBS benefits or restricting eligibility. Beginning in FY 2029, states would have the flexibility to modify such standards if they comply with certain guardrails and receive federal approval.

States may receive an additional 2 percentage point FMAP increase for HCBS for one year if they establish certain models for the delivery of self-directed care. States could establish these programs either directly or by contracting with non-profit entities. Such programs would:

- Register qualified direct care workers and connect beneficiaries with providers;
- Recruit independent providers and train them and beneficiaries on self-directed care;
- Ensure safety and quality of care, such as by conducting background checks;
- Facilitate communication and coordination between the state and HCBS direct care workers, including for matters of public health;
- Support beneficiary hiring of independent providers of HCBS;
- Where applicable, support beneficiaries who wish to hire a caregiver who is a family member or a person with whom they have an existing relationship to provide care; and
- Ensure that program policies and procedures allow for cooperation with labor organizations where applicable in states and that programs remain neutral with regard to organizing.

To receive enhanced federal Medicaid funding for HCBS under this legislation, states must meet certain accountability and quality requirements. Specifically, they must:

- Adopt quality measures for HCBS;
- Designate a state ombudsman program for HCBS;
- Report outcomes to the federal government; and
- After seven years of receiving enhanced funding, demonstrate: increased availability of HCBS, reduced disparities in the utilization and availability of HCBS, evidence that a majority of direct care workers receive competitive wages and benefits, and at least 50 percent of long-term care spending on HCBS.

Section 103. Reports; Technical Assistance; Other Administrative Requirements. Requires the Secretary of the Department of Health and Human Services (HHS) to report on the implementation and outcomes of state HCBS infrastructure improvement programs to expand services and support the workforce. HHS will also provide technical assistance to states implementing these programs. The Secretary of HHS will also work with the Administrator of the Centers for Medicare & Medicaid Services (CMS) and the Secretary of Labor to issue recommendations to strengthen the HCBS workforce, including with respect to how CMS and state Medicaid programs can enforce and support the provision of competitive wages and benefits.

Section 104. Quality Measurement and Improvement. Requires HHS to develop and publish a recommended core set and supplemental set of HCBS quality measures for use by state Medicaid programs. In developing these measures, HHS would be required to collaborate with the Administrator of CMS, the Administrator of the Administration for Community Living, the Director of the Agency for Healthcare Research and Quality, and the Administrator of the Substance Abuse and Mental Health Services Administration in developing these measures, and would be required to receive input from stakeholders. These measures would be updated annually. All state Medicaid programs would be required to adopt these measures, or alternative sets approved by HHS, regardless of whether they apply for the enhanced funding for HCBS. States would receive an 80 percent enhanced federal Medicaid match for administrative costs associated with these quality measures.

Title II – Other Provisions

Section 201. MACPAC Study and Report on Appendix K Emergency Home and Community-Based Services (HCBS) 1915(C) Waivers. Requires MACPAC to conduct a study on flexibilities leveraged during the pandemic and innovative service delivery models to enhance HCBS access.

Section 202. Making Permanent the State Option to Extend Protection Under Medicaid for Recipients of Home and Community-Based Services Against Spousal Impoverishment. Makes Medicaid HCBS spousal impoverishment protections permanent.

Section 203. Making Permanent Money Follows the Person. Makes the Money Follows the Person Rebalancing Demonstration permanent.



Central Administration

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MEMORANDUM

To: Valley Collaborative Board of Directors
From: Dr. Chris A. Scott, Executive Director
Ms. Heather Valcanas, Director of Adult & Transitional Services
Date: September 16, 2021
Re: Executive Office of Health & Human Services Division
Wage Correction: Director of Adult & Transitional Services

A market correction was made to the State of Massachusetts Management Salary Bands effective July 4, 2021 (see below), which the Executive Office of Health & Human Services (EOHHS) adheres. Under the 2021 M-VIII 3rd Quartile salary band, Valley's Director of Adult & Transitional Services' salary falls at 37th percentile* in the band. Under the 2019 M-VIII 3rd Quartile band the position fell at the 68th percentile in the band. On July 1, 2022, a correction will be made to Valley's Director of Adult & Transitional Services position in line with the EOHHS Management 2021 M-VIII 3rd Quartile Salary Band and in accordance with Ms. Valcanas' higher education level and 15+ years of experience. With this correction Valley's Director of Adult & Transitional Services' salary will fall at the 78th percentile in the 2021 M-VIII 3rd Quartile Salary Band at \$125,350.00.

- EOHHS M-VIII 3rd Quartile (10- 15 years of experience) - 7/7/2019
 - \$107,048.07-\$123,514.65
- EOHHS M-VIII 3rd Quartile (10- 15 years of experience) - 7/4/2021
 - \$111,918.76 - \$129,134.57
- EOHHS M-VIII 4th Quartile (15+ years of experience) – 7/4/2021
 - \$129,134.58 – \$146,350.39

* Under her existing contract, Ms. Valcanas' FY'22 annual salary (\$115, 279.58) is lower than her years of experience, however, she has received additional compensation in the form of course reimbursement for \$3,000.00 annually over the last three years in order to complete her Masters. After Ms. Valcanas graduates with her Masters of Public Administration from UMASS Boston in May of 2022, she will be placed on the band at the percentile that aligns with her education level and years of experience. Valley is very fortunate

to have someone with Ms. Valcanas' years of experience and expertise lead the Adult and Transitional Services Division of Valley Collaborative. The impressive growth that this division has experienced in the past decade is directly connected to Ms. Valcanas' commitment to Valley's vision and mission.

Required Action:

None

Attachments:

Management Salary Bands Comparison 2019-2021

**Management Salary Bands
Effective July 7, 2019**

Grade	MGL Min	Mkt Min - 1st Quartile		2nd Quartile		3rd Quartile		4th Quartile	
		1-5 years		6-10 years		11-15 years		15 + years	
M-I	\$27,848.60	\$42,575.90	\$51,693.51	\$51,693.52	\$60,811.11	\$60,811.12	\$69,928.71	\$69,928.72	\$79,046.32
M-II	\$30,285.84	\$46,302.03	\$56,319.16	\$56,319.17	\$66,336.29	\$66,336.30	\$76,353.42	\$76,353.43	\$86,370.55
M-III	\$32,685.64	\$49,970.91	\$60,795.99	\$60,796.00	\$71,621.07	\$71,621.08	\$82,446.14	\$82,446.15	\$93,271.22
M-IV	\$35,247.68	\$53,887.86	\$65,642.76	\$65,642.77	\$77,397.66	\$77,397.67	\$89,152.55	\$89,152.56	\$100,907.45
M-V	\$38,067.12	\$58,198.32	\$70,942.17	\$70,942.18	\$83,686.01	\$83,686.02	\$96,429.86	\$96,429.87	\$109,173.71
M-VI	\$41,017.08	\$62,708.31	\$76,452.71	\$76,452.72	\$90,197.12	\$90,197.13	\$103,941.52	\$103,941.53	\$117,685.92
M-VII	\$44,590.00	\$68,170.73	\$83,214.80	\$83,214.81	\$98,258.87	\$98,258.88	\$113,302.94	\$113,302.95	\$128,347.01
M-VIII	\$48,478.04	\$74,114.88	\$90,581.47	\$90,581.48	\$107,048.06	\$107,048.07	\$123,514.65	\$123,514.66	\$139,981.24
M-IX	\$52,700.44	\$80,570.24	\$98,595.89	\$98,595.90	\$116,621.55	\$116,621.56	\$134,647.20	\$134,647.21	\$152,672.86
M-X	\$57,285.28	\$87,579.69	\$107,317.56	\$107,317.57	\$127,055.43	\$127,055.44	\$146,793.29	\$146,793.30	\$166,531.16
M-XI	\$60,722.48	\$92,799.11	\$113,731.54	\$113,731.55	\$134,663.98	\$134,663.99	\$155,596.41	\$155,596.42	\$176,528.85
M-XII	\$64,365.60	\$98,404.32	\$120,581.19	\$120,581.20	\$142,758.05	\$142,758.06	\$164,934.92	\$164,934.93	\$187,111.79

**Management Salary Bands
Effective July 4, 2021**

Grade	MGL Min	Mkt Min - 1st Quartile		2nd Quartile		3rd Quartile		4th Quartile	
M-I	\$27,848.60	\$44,513.10	\$54,045.56	\$54,045.57	\$63,578.02	\$63,578.03	\$73,110.47	\$73,110.48	\$82,642.93
M-II	\$30,285.84	\$48,408.77	\$58,881.68	\$58,881.69	\$69,354.59	\$69,354.60	\$79,827.50	\$79,827.51	\$90,300.41
M-III	\$32,685.64	\$52,244.59	\$63,562.20	\$63,562.21	\$74,879.82	\$74,879.83	\$86,197.44	\$86,197.45	\$97,515.06
M-IV	\$35,247.68	\$56,339.76	\$68,629.50	\$68,629.51	\$80,919.25	\$80,919.26	\$93,208.99	\$93,209.00	\$105,498.74
M-V	\$38,067.12	\$60,846.34	\$74,170.04	\$74,170.05	\$87,493.73	\$87,493.74	\$100,817.42	\$100,817.43	\$114,141.11
M-VI	\$41,017.08	\$65,561.54	\$79,931.31	\$79,931.32	\$94,301.08	\$94,301.09	\$108,670.86	\$108,670.87	\$123,040.63
M-VII	\$44,590.00	\$71,272.50	\$87,001.07	\$87,001.08	\$102,729.65	\$102,729.66	\$118,458.22	\$118,458.23	\$134,186.80
M-VIII	\$48,478.04	\$77,487.11	\$94,702.93	\$94,702.94	\$111,918.75	\$111,918.76	\$129,134.57	\$129,134.58	\$146,350.39
M-IX	\$52,700.44	\$84,236.19	\$103,082.01	\$103,082.02	\$121,927.83	\$121,927.84	\$140,773.65	\$140,773.66	\$159,619.48
M-X	\$57,285.28	\$91,564.57	\$112,200.51	\$112,200.52	\$132,836.45	\$132,836.46	\$153,472.39	\$153,472.40	\$174,108.33
M-XI	\$60,722.48	\$97,021.47	\$118,906.33	\$118,906.34	\$140,791.19	\$140,791.20	\$162,676.05	\$162,676.06	\$184,560.91
M-XII	\$64,365.60	\$102,881.72	\$126,067.63	\$126,067.64	\$149,253.55	\$149,253.56	\$172,439.46	\$172,439.47	\$195,625.38



Central Administration

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MEMORANDUM

To: Valley Collaborative Board of Directors
From: Dr. Chris A. Scott, Executive Director
Date: September 16, 2021
Re: Communications

The following communications are attached for your review:

Community and Staff Relations

- Joia Mercurio, Valley's Deputy Director
Kari Morrin, Valley's Director of HR, Title IX & 504 Coordinator
Invitation to be Mentors for Massachusetts Association of School Superintendents (MASS)
- Reason #500 to Love Valley
- Valley's Special Education Directors Meeting
Attorney Catherine Lyons Presented
"Pitfalls for Team Chairs to expect at Team Meetings"
- Staff Orientation Day
- Valley's Welcome Back 2021 Newsletter



Central Administration

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MEMORANDUM

To: Valley Collaborative Board of Directors
From: Dr. Chris A. Scott, Executive Director
Joia Mercurio, Deputy Director
Kari Morrin, Director of Human Resources, Title IX & 504 Coordinator
Date: September 16, 2021
Re: Invitation to Joia Mercurio and Kari Morrin to be Mentors for Massachusetts Association of School Superintendents' for New Assistant Superintendents

Joia Mercurio, Deputy Director and Kari Morrin, Director of Human Resources, have been asked to be mentors for the Massachusetts Association of School Superintendents' Mentor Program for New Assistant Superintendents. Ms. Mercurio and Ms. Morrin have had the opportunity to participate in the Assistant Superintendents Leadership Seminars series facilitated by M.A.S.S.'s own Dr. Anthony Bent and Ms. Christine Francis since its inception six years ago. There they received top-notch professional development and were humbled and inspired by the level of support and collegiality shared in each cohort. They are looking forward to paying it forward by providing others the same support and mentorship required to be successful in these difficult leadership roles.

Required Action:

None

Attachments:

- Appendix A: M.A.S.S. Mentor Program for New Assistant Superintendents - Invitation to Apply
- Appendix B: M.A.S.S. Mentor Program for New Assistant Superintendents - Mentor Expectations
- Appendix C: M.A.S.S. Mentor Program for New Assistant Superintendents – New Mentor Orientation “Save the Date”



M.A.S.S. Mentor Program for New Assistant Superintendents

Invitation to Apply

As a “graduate” of the ASLS three-year program, you are invited to apply to be a Mentor in the [M.A.S.S. Mentor Program for New Assistant Superintendents](#). The mentor program is completing its pilot year (2020-2021) and will be expanding during the 2021-2022 school year to include more mentors. During the pilot year, we matched Assistant Superintendents whose primary role was in the area of Curriculum and Instruction. Next year, we are seeking to expand the program to also include Assistant Superintendents whose primary responsibilities are in the areas of Special Education and Human Resources. We will strive to provide a diverse cohort of mentors, representing diverse backgrounds and locations around the state.

Information about the expectations and requirements for Mentors can be found [here](#). If you would like to be part of this exciting new program, please submit a letter of application, including specific information addressing your ability to meet the requirements for experience and characteristics. Include a letter of support from your superintendent.

Kindly submit your application to the Assistant Superintendent Mentor Program Co-Coordinators, Christine Francis (cmfrancis82@gmail.com) and Maureen Cohen (mcohen@mursd.org) by Wednesday, June 30, 2021. Selection of candidates will consider matches based on geography, job-specific roles, diverse backgrounds, and individual and district goals of mentees.

M.A.S.S.

Mentor Program for New Assistant Superintendents

Mentor Expectations

Mission

- Ensure that new assistant superintendents begin their first year with effective support to enhance skills in strategic leadership, reflective practice, and developing strong relationships.
- Maximize the potential of each new assistant superintendent to become an integral member of their school community and leadership team.

Expectations of mentors

- Participate in two 3-hour in-person mentor training sessions
- Participate in monthly online meetings with mentor cohort (1-hour each)
- Meet regularly with the mentee
 - Once/month (minimum of two hours)
 - Face-to-face, on-site
- Additional consultation via phone or email on an as-needed basis

Areas of support

Through consistent communication and regularly scheduled meetings, the mentor will assist the assistant superintendent in the following areas:

- Creating and implementing an entry plan
- Engaging with teachers and staff in support of teaching and learning
- Planning purposeful meetings and observations of practice
- Creating strong professional development programming
- Connecting with professional networks and organizations
- Writing and supervising federal grant implementation
- Communicating to stakeholders effectively
- Collaborating on effective practices in curriculum, instruction, and assessment
- Understanding federal, state, and local mandates
- Developing collaborative relationships with the superintendent and leadership team
- Reflecting on leadership practice and consulting on leadership dilemmas

Criteria to be a Mentor

Required Experience:

- At least 3 years experience as an assistant superintendent (or in a “director” role with responsibilities similar to an assistant superintendent)
- Letter of recommendation/support from superintendent

Required Characteristics:

- *Maintain a positive attitude:* enthusiastic, flexible, empathetic, open-minded
- *Trustworthy:* confidential, non-judgmental, non-evaluative
- *Skilled in Mentoring:* active listener, relationship-builder, peer coach, allow mentee to grow on their own
- *Strong professional role model:* highly competent, instructional leader, growth mindset, maintain current knowledge of regulations
- *Effective communication:* strong verbal and nonverbal skills, good networking skills, able to provide effective feedback
- *Commitment to mentoring:* desire to be a mentor and to give back to colleagues

Recommended:

- 5+ years as assistant superintendent (or similar position)
- 3 years in ASLS program

Other considerations for selection/recruitment of mentors:

- We will strive to provide a diverse cohort of mentors, representing diverse backgrounds and locations around the state. Selection of candidates will consider needs based on geography, job specific components, diverse backgrounds and goals of mentees.

From: [Christine Francis](#)
To: [Allison Borchers](#); [Andrea Schwamb](#); [Charlie Caliri](#); [Cheryl Kirkpatrick](#); [James \("Kimo"\) Carter](#); [James LaBillois](#); [Jennifer Parson](#); [Joia Mercurio](#); [Julie Riley](#); [Kari Morrin](#); [Suzanne Vinnes](#); [Theresa McGuinness](#); [Ellen Martin](#)
Cc: [McGrath, Christine](#); [Maureen Cohen](#)
Subject: [EXTERNAL] New Mentors Orientation Session: "Save-the-Date"
Date: Sunday, August 22, 2021 5:46:44 PM

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

Hello Mentor Team 21-22,

Thank you for joining the ***M.A.S.S. Mentor Program for New Assistant Superintendents***. Maureen Cohen and I are eager to work with you this year, as you engage in the important work of mentoring new Assistant Superintendents. We began the program last year with a team of 10 mentors and a focus on Assistant Superintendents of Curriculum and Instruction. The program has expanded this year to include over 10 new mentors and to add the roles of Student Support Services and Human Resources.

We'll hold our first "Orientation Session" for new mentors via Zoom on Monday September 27, 3:00-5:00pm. An agenda and additional information will be forthcoming. Several of you have already been matched to mentees. Others are still awaiting a match. More mentees are registering each week. Maureen and I are working to make appropriate matches, in consideration of roles, job descriptions, goals/priorities of the mentees, geographic location, etc. Chris McGrath, Director of Operations at M.A.S.S., is our liaison to M.A.S.S. and is assisting with some of the matches. Our goal is to create matches that will work well for the mentees and also for you as the mentors!

For those who are already working with mentees, remember that the first priority is to establish a trusting relationship. Regular in-person meetings are preferred, but we understand that the COVID landscape is constantly evolving. For a reminder regarding the general expectations, please refer to this "[Mentor Expectations](#)" document.

Welcome to the Mentor Team! Please let us know if you have any questions.
Christine and Maureen, Co-Leaders

Christine M. Francis, Ed.D.

Co-Leader: [M.A.S.S. ASLS \(Assistant Superintendent Leadership Seminars\)](#)

Co-Leader: [M.A.S.S. Mentor Program for New Assistant Superintendents](#)

Twitter: @cmfrancis82

"The new dawn blooms as we free it, for there is always light if only we're brave enough to see it, if only we're brave enough to be it."

(Amanda Gorman, *The Hill We Climb*)

photo-logo



Maureen M. Cohen, Ed.D.

Interim Superintendent of Schools
Mendon-Upton Regional School District

p: 508-634-1585

a: 150 North Ave., Mendon, MA 01756

w: <https://www.mursd.org/> e: mcohen@mursd.org



From: [Chris Scott](#)
To: [Chris Scott](#)
Subject: FW: Reason #500 to love Valley
Date: Monday, August 23, 2021 8:30:00 AM

From: Heather Mackay
Sent: Sunday, August 22, 2021 10:12 PM
To: Chris Scott <cscott@valleycollaborative.org>; Joia Mercurio
<jmercurio@valleycollaborative.org>; Kari Morrin <kmorrin@valleycollaborative.org>
Subject: FW: Reason #500 to love Valley

Good Evening,
As we have come to the end of the summer program – our students and staff had a lot of great opportunities to build some strong relationships.
One powerful moment is detailed below by one of my paraprofessionals, Zack, and is one of the many great experiences of ESY at the Elementary School.
I thought you would like to read it as we head into our a summer break.

Best,

Heather Mackay, M.Ed
Principal/Special Education Administrator
Valley Collaborative
Elementary School
[135 Coburn Rd](#)
[Tyngsborough, MA 01879](#)
(978) 528-7843

From: Zachary Gray
Sent: Thursday, August 19, 2021 10:25 AM
To: Heather Mackay <hmackay@valleycollaborative.org>
Subject: Reason #500 to love Valley

Good Morning Heather,
I wanted to send this story along to you. One of our newer students had asked to take a break from class with a staff member that he wasn't too familiar with. While on this break, the staff and student were engaging in conversations about a few different topics, trying to get to know each other. His previous school was brought up, along with the struggles he had while attending there. At one point, our student had taken his shoes off and came up with an eye-opening metaphor. He took his right shoe and put it on his left foot, stating that this is how he felt at his old school (didn't fit). He then removed the shoe and put it on his right foot, saying this is how he felt here at Valley. The staff member was in awe. They went on to talk about what a great addition he was to their class and how they were so happy to make him feel a sense of belonging.



Central Administration

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MEMORANDUM

To: Valley Collaborative Board of Directors
From: Dr. Chris A. Scott, Executive Director
Date: September 16, 2021
Re: Valley's Special Education Directors Meeting with Attorney Catherine Lyons

On Tuesday, September 14, 2021 Valley hosted more than 45 Team Chairs and Special Education Directors from our member districts.

Attorney Catherine Lyons presented "Pitfalls for Team Chairs to expect at Team Meetings" and had a lengthy question and answer session.

Required Action:

None

Attachments:

None



Central Administration

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MEMORANDUM

To: Valley Collaborative Board of Directors
From: Dr. Chris A. Scott, Executive Director
Date: September 16, 2021
Re: Staff Orientation Day

Valley's school year has gotten off to a great start. The following Staff Orientation Day communications are included for your review:

- Staff Orientation Day Email
- Staff Orientation Day Agenda
- Chapter 4 of The Culture Code by Daniel Coyle

From: [Chris Scott](#)
To: [All Valley Collaborative Staff](#)
Subject: Valley Staff Orientation Day - Tuesday, September 7, 2021 - 8:00 a.m.
Date: Thursday, August 19, 2021 11:01:00 AM
Attachments: [The Culture Code - Chapter 4.pdf](#)
[Agenda for Orientation Day.docx](#)

Dear Valley Staff,

Thank you for a very successful summer school program. I hope you get to rest and relax over the next couple of weeks.

I look forward to “seeing you” on Zoom on Tuesday, September 7, 2021. Please report to your buildings for an 8:00 a.m. start. A link to the webinar will follow. The agenda is attached.

Valley Collaborative continues to prioritize the importance of positive culture and climate. This year, Dr. Anthony Bent, Leadership Consultant for Massachusetts Association of School Superintendents (MASS), will continue Valley’s professional development series *Leadership at Every Level*. We encourage you to reach out to your principal/supervisor if you are interested in participating in this opportunity. The book study this year will be [The Culture Code](#) by Daniel Coyle. On opening day Dr. Bent will be discussing some of the major themes gleaned from the book. I have attached Chapter 4 for your review. We will briefly explore the question: *What is unique about you that leads to your happiest times and best performances at work?*

Enjoy the rest of the summer.

-

Sincerely yours,

-Chris

Chris A. Scott, Ph.D.
Executive Director



25 Linnell Circle
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Central Administration

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**Orientation Day
2021-2022 School Year
Tuesday, September 7, 2021**

8:00 a.m.
Dr. Chris A. Scott,
Executive Director

Welcome
Collaborative Philosophy
Mission Statement
Organizational Chart
District Improvement Planning Update
Annual Report Highlights
'Valley by the Numbers'

8:30 a.m.

Keynote Speaker – Dr. Anthony Bent
Leadership Consultant for Massachusetts Association of School
Superintendents (MASS) and Previous Superintendent of the Year

9:00 a.m.

Guest Speaker –Attorney Catherine L. Lyons, Esq.
Lyons & Rogers, LLC

9:30 a.m.

Closing Remarks

4

How to Build Belonging

The Relationship Maker

A while back a writer named Neil Paine set out to determine who was the best National Basketball Association coach of the modern era. He devised an algorithm that used player performance metrics to predict how many games a team should win. He crunched numbers for every NBA coach since 1979 in order to measure “wins above expectation”—that is, the number of times a coach’s team won a game that, measured by their players’ skills, they had no business winning. He then plotted the results on a graph.

For the most part, Paine’s graph portrays an orderly and predictable world. The vast majority of coaches win roughly the number of games they should win, given their players’ abilities—except for one. His name is Gregg Popovich. Coach of the San Antonio Spurs, he resides alone at the far reaches of the graph, a planet unto himself. Under his leadership, the Spurs have won no fewer than 117 games more than they should have, a rate more than double that of the next-nearest coach. This is why the Spurs rank as the most successful team in American sports over the last two de-

How to Build Belonging 49

caes, winning five championships and a higher percentage of games than the New England Patriots, the St. Louis Cardinals, or any other storied franchise. The title of Paine’s graph is “Gregg Popovich Is Impossible.”

It’s not hard to figure out why Popovich’s teams win, because the evidence is in plain view on the court. The Spurs consistently perform the thousand little unselfish behaviors—the extra pass, the alert defense, the tireless hustle—that puts the team’s interest above their own.* “Selfless,” LeBron James said. “Guys move, cut, pass, you’ve got a shot, you take it. But it’s all for the team and it’s never about the individual.” Playing against them, said Marcin Gortat of the Washington Wizards, “was like listening to Mozart.” What’s hard to figure out is how Popovich does it.

Popovich, sixty-eight, is a hard-core, old-school, unapologetic authoritarian, a steel-spined product of the Air Force Academy who values discipline above all. His disposition has been compared to that of a dyspeptic bulldog, and he possesses a temper that could be described as “volcanic,” with much of the lava being funneled at his star players. Some of his more memorable eruptions are collected on YouTube, under titles such as “Popovich Yells and Destroys Thiago Splitter,” “Popovich Tells Danny Green to Shut the

* This is more impressive when you consider that selfishness is incentivized in the NBA. In 2013, researchers Eric Uhlmann and Christopher Barnes analyzed nine seasons worth of NBA games, comparing behavior in the regular season with behavior in the play-offs. They discovered that players who made a shot in the play-offs received \$22,044.55 additional salary per field goal made. Players who passed the ball to a teammate who made a shot lost \$6,116.69. Passing the ball instead of shooting is the equivalent of handing a teammate \$28,161.24.

F— Up,” and “Popovich Furious at Tony Parker.” In short, he embodies a riddle: How does a cranky, demanding coach create the most cohesive team in all of sports?

One common answer is that the Spurs are smart about drafting and developing unselfish, hardworking, team-oriented individuals. This is a tempting explanation, because the Spurs clearly make a concerted effort to select high-character individuals. (Their scouting template includes a check box labeled “Not a Spur.” A check in this box means the player will not be pursued, no matter how talented he is.)

But on closer examination, this explanation doesn’t add up. Many other NBA teams make similar efforts to identify, select, and develop hardworking, team-oriented, high-character individuals. And besides, a significant number of Spurs do not exactly fit the Eagle Scout profile. When Boris Diaw played for Charlotte, for instance, he was criticized for being lazy, party-oriented, and overweight; Patty Mills was released by his Chinese team for allegedly faking a hamstring injury; and Danny Green was cut by Cleveland, in part, for his casual approach to team defense.

So the Spurs are not simply selecting unselfish players or forcing them to play this way. Something is making their players—even those who were selfish elsewhere—behave unselfishly when they put on a Spurs jersey. The question is what that something is.

It’s the morning of April 4, 2014, and the mood in the San Antonio practice facility is tense. The night before, in one of the most important games of the regular season, the Spurs

were thumped 106–94 by their archrival, the Oklahoma City Thunder. The problem, however, was not the loss but the manner in which it had occurred. The game had started out promisingly, with the Spurs racing to a 20–9 lead. Then the team had imploded in a blizzard of misses and turnovers, including several by guard Marco Belinelli. It added up to be precisely the kind of demoralizing loss the team wanted to avoid as the play-offs approached. Now, as practice begins, there is a tightness in the air, a taste of unease.

Gregg Popovich walks in. He’s wearing a misshapen T-shirt from Jordan’s Snack Bar in Ellsworth, Maine, and shorts a couple sizes too big. His hair is spare and frizzy, and he is carrying a paper plate with fruit and a plastic fork, his face set in a lopsided grin. He looks less like a commanding general than a disheveled uncle at a picnic. Then he sets down his plate and begins to move around the gym, talking to players. He touches them on the elbow, the shoulder, the arm. He chats in several languages. (The Spurs include players from seven countries.) He laughs. His eyes are bright, knowing, active. When he reaches Belinelli, his smile gets bigger and more lopsided. He exchanges a few words, and when Belinelli jokes back, they engage in a brief mock-wrestling match. It is a strange sight. A white-haired sixty-five-year-old coach wrestling a curly-haired six-foot-five Italian.

“I’m sure that was thought about beforehand,” says R. C. Buford, the Spurs’ general manager, who has worked with Popovich for twenty years. “He wanted to make sure Belinelli was okay. That’s the way Pop approaches every relationship. He fills their cups.”

When Popovich wants to connect with a player, he moves in tight enough that their noses nearly touch; it's almost like a challenge—an intimacy contest. As warm-ups continue, he keeps roving, connecting. A former player walks up, and Popovich beams, his face lighting up in a toothy grin. They talk for five minutes, catching up on life, kids, and teammates. "Love you, brother," Popovich says as they part.

"A lot of coaches can yell or be nice, but what Pop does is different," says assistant coach Chip Engelland. "He delivers two things over and over: He'll tell you the truth, with no bullshit, and then he'll love you to death."

Popovich's relationship with longtime Spurs star Tim Duncan is a case in point. Before selecting Duncan with the first overall pick in the 1997 draft, Popovich flew to Duncan's home in St. Croix, U.S. Virgin Islands, to meet the college star. They didn't just meet—they spent four days together traveling the island, visiting Duncan's family and friends, swimming in the ocean, and talking about everything under the sun except basketball. This is not a normal thing for coaches and players to do; most coaches and players interact in short, highly calculated bursts. But Popovich wanted to connect, to dig in and see if Duncan was the kind of person who was tough, unselfish, and humble enough to build a team around. Duncan and Popovich evolved into what amounts to a father-son relationship, a high-trust, no-bullshit connection that provides a vivid model for other players, especially when it comes to absorbing Popovich's high-volume truth-telling. As more than one Spur put it, If Tim can take Pop's coaching, how can I not take it?

A few minutes earlier the Spurs had gathered in the video room to review the Oklahoma City game. They had sat down with trepidation, expecting Popovich to detail the sins of the previous night, to show them what they did wrong and what they could do better. But when Popovich clicked on the video, the screen flickered with a CNN documentary on the fiftieth anniversary of the Voting Rights Act. The team watched in silence as the story unfolded: Martin Luther King, Jr., Lyndon Johnson, and the Selma marches. When it was over, Popovich asked questions. He always asks questions, and those questions are always the same: personal, direct, focused on the big picture. *What did you think of it? What would you have done in that situation?*

The players thought, answered, nodded. The room shifted and became something of a seminar, a conversation. They talked. They were not surprised because on the Spurs this kind of thing happens all the time. Popovich would create similar conversations on the war in Syria, or a change of government in Argentina, gay marriage, institutional racism, terrorism—it doesn't really matter, as long as it delivers the message he wants it to deliver: There are bigger things than basketball to which we are all connected.

"It's so easy to be insulated when you're a professional athlete," Buford says. "Pop uses these moments to connect us. He loves that we come from so many different places. That could pull us apart, but he makes sure that everybody feels connected and engaged to something bigger."

"Hug 'em and hold 'em" is the way Popovich often puts

it to his assistant coaches. "We gotta hug 'em and hold 'em."*

Much of that connection happens around the dinner table, as Popovich is obsessed with food and wine. His obsession can be gauged in a number of ways: the size of his home wine cellar, his part ownership of an Oregon vineyard, and the constant presence of the Food Network on his office television. But most of all it can be seen in the way he uses food and wine as a bridge to build relationships with players.

"Food and wine aren't just food and wine," Buford says. "They're his vehicle to make and sustain a connection, and Pop is really intentional about making that connection happen."

The Spurs eat together approximately as often as they play basketball together. First there are the team dinners, regular gatherings of all the players. Then there are smaller group dinners, handfuls of players getting together. Then there are the coach's dinners, which happen every night on the road before a game. Popovich plans them, picking the restaurants, sometimes two a night, to explore. (Staff joke: Bulimia is a job requirement.) These are not meals to be eaten and forgotten. At the end of the season, each coach gets a leather-bound keepsake book containing the menus and wine labels from every dinner.

* Popovich makes these connections in spite of the fact that—or perhaps because—he is a studious avoider of technology. He does not use his computer; his assistant prints out emails. While his staff persuaded him to buy an iPhone last year so that he could receive texts, he has yet to send one. He does all his communicating in person, up close.

"You'll be sitting on the plane, and all of a sudden a magazine lands on your lap, and you look up and it's Pop," says Sean Marks, a former Spurs assistant coach who's now general manager of the Brooklyn Nets. "He's circled some article about your hometown and wants to know if it's accurate, and where you like to eat, and what kind of wine you like to drink. And pretty soon he's suggesting places where you ought to eat, and he's making reservations for you and your wife or girlfriend. Then you go, and he wants to know all about it, what wine you had, what you ordered, and then there's another place to go. That's how it starts. And it never ends."

One misconception about highly successful cultures is that they are happy, lighthearted places. This is mostly not the case. They are energized and engaged, but at their core their members are oriented less around achieving happiness than around solving hard problems together. This task involves many moments of high-candor feedback, uncomfortable truth-telling, when they confront the gap between where the group is, and where it ought to be. Larry Page created one of these moments when he posted his "These ads suck" note in the Google kitchen. Popovich delivers such feedback to his players every day, usually at high volume. But how do Popovich and other leaders manage to give tough, truthful feedback without causing side effects of dissent and disappointment? What is the best feedback made of?

A few years back a team of psychologists from Stanford, Yale, and Columbia had middle school students write an

essay, after which teachers provided different kinds of feedback. Researchers discovered that one particular form of feedback boosted student effort and performance so immensely that they deemed it “magical feedback.” Students who received it chose to revise their papers far more often than students who did not, and their performance improved significantly. The feedback was not complicated. In fact, it consisted of one simple phrase.

I’m giving you these comments because I have very high expectations and I know that you can reach them.

That’s it. Just nineteen words. None of these words contain any information on how to improve. Yet they are powerful because they deliver a burst of belonging cues. Actually, when you look more closely at the sentence, it contains three separate cues:

1. You are part of this group.
2. This group is special; we have high standards here.
3. I believe you can reach those standards.

These signals provide a clear message that lights up the unconscious brain: *Here is a safe place to give effort.* They also give us insight into the reason Popovich’s methods are effective. His communications consist of three types of belonging cues.

- Personal, up-close connection (body language, attention, and behavior that translates as *I care about you*)

- Performance feedback (relentless coaching and criticism that translates as *We have high standards here*)
- Big-picture perspective (larger conversations about politics, history, and food that translate as *Life is bigger than basketball*)

Popovich toggles among the three signals to connect his team the way a skilled director uses a camera. First he zooms in close, creating an individualized connection. Then he operates in the middle distance, showing players the truth about their performance. Then he pans out to show the larger context in which their interaction is taking place. Alone, each of these signals would have a limited effect. But together they create a steady stream of magical feedback. Every dinner, every elbow touch, every impromptu seminar on politics and history adds up to build a relational narrative: *You are part of this group. This group is special. I believe you can reach those standards.* In other words, Popovich’s yelling works, in part, because it is not just yelling. It is delivered along with a suite of other cues that affirm and strengthen the fabric of the relationships.

When you ask the Spurs about their greatest moment of team cohesion, many of them give the same strange answer. They mention a night not when the Spurs won but when they suffered their most painful loss.

It happened on June 18, 2013, in Miami. The Spurs were on the verge of winning their fifth NBA championship in a historic upset, having built a three-games-to-two lead in the

best-of-seven series against the heavily favored Miami Heat. Going into the game, the Spurs were confident enough to plan for a possible celebration by booking a large private room at Il Gabbiano, one of their favorite restaurants.

From tip-off, game six was tight, and the lead swung back and forth. Then, toward the end of the fourth quarter, the Spurs went on a dramatic 8-0 run to take a 94-89 lead with 28.2 seconds left on the clock. The Heat sagged; the crowd went quiet. The championship seemed clinched. According to win-probability statistics, the odds of a Spurs victory at that point were 66:1. Along the edge of the court, security personnel started assembling, ropes in hand, to cordon off the court for the celebration. In the Spurs' locker room, attendants placed chilled champagne in ice tubs and taped up plastic sheeting over the lockers.

Then disaster.

LeBron James attempted a long shot and missed, but the Heat corralled the rebound and James made a three-pointer: 94-92. The Spurs were fouled and made one of two ensuing free throws, giving them a three-point lead with nineteen seconds left. Miami had one possession left to attempt to tie the game. The Spurs' defense dug in, pressuring the Heat and forcing James to try a long three-pointer, which missed badly. For a second, as the ball caromed high off the rim, the game seemed over. Then Miami's Chris Bosh snagged the rebound and flicked the ball to teammate Ray Allen in the corner. Allen stepped back and swished a three-pointer that seemed less like a basket than a dagger. Tie game. The contest went to overtime, where the newly energized Heat kept up the pressure. The final score was 103-100. The Spurs

had gone from almost-certain victory to one of the most devastating defeats in NBA history.

The Spurs were in shock. Tony Parker sat with a towel over his head, crying. "I've never seen our team so broken," he said later. Tim Duncan lay on the floor, unable to move. Manu Ginobili could not look anyone in the face. "It was like death," said Sean Marks. "We were gutted."

Players and coaches naturally assumed the team would scrap the gathering at Il Gabbiano and go back to their hotel to regroup. But Popovich had other plans. "Pop's response was, 'Family!'" Brett Brown, then an assistant coach, later told a reporter. "Everybody to the restaurant, straight there."

Popovich left before the team, taking a car with Marks. When they reached the empty restaurant, Popovich started working, preparing the space. He had the tables moved—he wanted the team together in the center, with coaches close by, surrounded by an outer ring of family. He started ordering appetizers, picking dishes that he knew his players would like. He chose wine and had the waiters open it. Then he sat down.

"He looked as sad as I've ever seen a person look," Marks recalls. "He's sitting in his chair, not saying a word, still devastated. Then—I know this sounds weird—but you can just see him make the shift and get past it. He takes a sip of wine and a deep breath. You can see him get over his emotions and start focusing on what the team needs. Right then the bus pulls up."

Popovich stood and greeted every player as they came through the door. Some got a hug, some got a smile, some

60 The Culture Code

got a joke or a light touch on the arm. The wine flowed. They sat and ate together. Popovich moved around the room, connecting with each player in turn. People later said he behaved like the father of a bride at a wedding, taking time with everyone, thanking them, appreciating them. There were no speeches, just a series of intimate conversations. In a moment that could have been filled with frustration, recrimination, and anger, he filled their cups. They talked about the game. Some of them cried. They began to come out of their private silences, to get past the loss and to connect. They even laughed.

"I remember watching him do that, and I couldn't believe it," R. C. Buford says. "By the end of the night, things felt almost normal. We were a team again. It's the single greatest thing I've ever seen in sports, bar none."

* The Spurs went on to play game seven with cohesion and energy that surpassed their game six performance, though they ended up falling to Miami. The Spurs kept the unopened champagne and used it the following year after they defeated the Heat in five games to win their fifth championship.



We are: Having Fun

■ Page 2: When Valley Elementary students couldn't go on field trips, the field trips came to them.



We are: Growing

■ Page 2: Valley's garden produced a bumper crop this summer, teaching students in the culinary program plenty of life lessons along the way.



We are: Exploring

■ Page 4: Individuals in Valley's Today & Tomorrow program are exploring new destinations, including Tyngsborough's Rivefront Park.

VALLEY COLLABORATIVE

Volume 10, Issue 1 News for the extended Valley Collaborative community Fall 2021

A New Season



FROM LEFT:
TIM PIWOWAR,
VALLEY'S BOARD CHAIR
AND SUPERINTENDENT
OF BILLERICA PUBLIC
SCHOOLS, DR. CHRIS SCOTT,
VALLEY'S EXECUTIVE
DIRECTOR AND EVERETT
(BILL) OLSEN, RETIRED
SUPERINTENDENT OF
WESTFORD PUBLIC
SCHOOLS.

Dear Valley Community:

I would like to take this opportunity to thank staff, students and families for a very successful summer school. Our students participated in many enrichment activities that enhanced their summer school experience. As you are aware we are beginning the new school year "masked up." To date Valley has done a great job keeping staff, students and individuals in our adult program safe and healthy during the pandemic. We thank our Valley community for all their efforts to keep Valley a healthy and safe place to be.

I would also like to take this opportunity to express my sincere gratitude to Bill Olsen, who recently retired as the Superintendent of Westford Public Schools after fifty years of service. Valley recently celebrated Bill Olsen's retirement at the June Board of Directors Meeting.

We would like to welcome Dr. Christopher Chew, the new Superintendent of Westford Public Schools, to the Valley Board of Directors. We are looking forward to him being on the board for many years to come.

The new school year has gotten off to a great start for our Valley Elementary, Middle School and High School students. The DDS and MRC programs continue to thrive with new referrals coming in each month.

Thank you to the Valley families for your ongoing support.

If I can ever be of assistance, my door is always open.

My best to you,

Chris

Chris A. Scott, Ph.D.
Executive Director

VALLEY COLLABORATIVE

Valley Elementary: Field Trips Come Home



STUDENT LINDSEY LAVAGNA DURING "TOUCH A TRUCK" WITH TYNGSBOROUGH FIRE DEPARTMENT.

where staff and students made their own tie-dye Valley shirts that were worn proudly throughout the summer.

The Valley visitors also provided plenty of educational content. The Acton Discovery Museum held workshops, teaching students about forces of motion, and how to build their own STEM-inspired toys. A percussion group called "Bash the Trash" came to our school and put on a concert to teach the

importance of reducing, reusing, and recycling.

While most of our ESY activities were held safely at school, Valley Elementary also had a few opportunities to hit the road. All classes went on hikes with PE teacher Brendan Casey, visiting parks, picnicking and playing mini golf. The whole school took a trip to Roller Kingdom to spend the day, learning to skate, learning to persevere when skating proved challenging, and just having fun. We also took a trip to Chunky's for a private screening of Space Jam. On the final day of ESY, we celebrated with a big outdoor block party, complete with music, dancing and a shaved ice truck. ■

Field trips are a highlight of Valley Elementary's extended school year program (ESY). But this year, COVID restrictions posed a challenge. Since it was hard for Valley students to travel off-site, school staff brought all of the fun and community spirit that field trips provide back to the school site.

This summer's highlights included visits from Curious Creatures, who brought plenty of animals for students to see and touch. Snakes, tarantulas, a chinchilla, a giant tortoise and a baby alligator all made their way into the school building. A "Wild and Crazy Game Show" brought excitement and competition to our gym. The Tyngsborough Police and Fire Departments, and Department of Public Works brought cruisers and trucks for the students to explore and discuss with the community helpers. A BMX show came to our parking lot, and the students learned about bicycle safety while watching an amazing show full of high-flying tricks. We also had a tie-dye party

Alternative Middle/High School: Growing Season

This past spring, teacher Elias Gioumbakis, started a vegetable garden with the students in Valley's culinary program. Elias is a big believer that when kids work in the garden, they understand that they're a part of growing something that's going to help feed someone. Since planting in late spring, the students have harvested tomatoes, eggplants, peppers, basil, parsley, and rosemary that they have used in the preparation of the dishes that they made over the summer and are planning to make for this fall. Elias and the culinary

students plan to expand their vegetable garden this year.

Valley's garden produces more than vegetables and herbs. Our students are learning human kindness and other human values that are often missing from the typical school curriculum. This garden has also given the students many opportunities to make an impact on not only someone's day but also their own future. The students can go through their time at Valley knowing they can make a difference, no matter how small or big. ■



VALLEY COLLABORATIVE

Transitional Middle/High School: Back to Work

Fresh off of a successful, fun filled summer, the Transitional High School and Middle School ushered in the new school year with anticipation for new and robust opportunities ahead. The Transitional High School added eleven new vocational sites for the 2021-2022 school year.

The addition of work sites such as AIS Furniture, Lilachouse Farm, Restore Peabody, Restore Lawrence, Home Goods Recycling Ministry, Strongwater Farm, and Meals on Wheels

will allow students to explore their interests while developing critical job skills. Independent work sites at Lawrence General Hospital, Endicott College, Tewksbury Auto, and Studio A Dance have also been added to provide work experiences specifically tailored to student interests.

Students in the School and Life Skills classes have access to a unique prevocational work space which includes a wide range of vocational training kits and skills stations. Through hands-on experience, students will learn functional activities such as making a bed, chang-

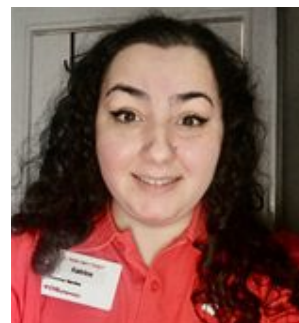
ing sheets, vacuuming, packing a suitcase, and hanging and folding clothes. The prevocational skills stations include a variety of activities from sorting, assembling and packaging products to stocking and inventorying items in a general store. The goal for students in prevoca-

tional training is to acquire transferable skills that can be applied to future employment opportunities. ■



LEFT: STUDENTS JOE CORBETT FROM TOWNSEND AND NATE BERRY FROM WESTFORD WORK ON THEIR ASSEMBLY SKILLS. ABOVE: STUDENT JOE CORBETT FROM TOWNSEND SORTS GROCERIES.

Adult Services Spotlight



Katrina Tziotzioras was referred to Valley Collaborative through the Massachusetts Rehabilitation Commission to receive Job Placement services. Due to the pandemic, Katrina was furloughed from her job as a Bistro Server at a hotel and wanted to find a new career. She already had customer service skills from previous food service jobs; now she wanted to build on those skills to help people and make a difference in the community.

Katrina eagerly began services with Valley, updating her resume, professional references, and creating a cover letter. She spent time practicing mock interviews with Adult Services staff, which led to her becoming more comfortable in speaking with others and advocating for herself. Katrina ultimately decided to apply to CVS and was ecstatic to be offered a Retail Sales Associate position. She gained a lot of insight from her training and quickly learned information about the rewards program to be able to discuss the benefits with customers.

“Learning something new every day motivates me,” said Katrina. “I want to expand my skills and grow as a person. Accomplishing tasks and goals set for the day leads me to want to get the work done. ■

Valley Collaborative Leadership Team



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Valley Collaborative Board

Chair: Mr. Timothy Piwowar
Superintendent, Billerica Public Schools

Dr. Jay Lang
Superintendent, Chelmsford Public Schools

Mr. Steven Stone
Superintendent, Dracut Public Schools

Dr. Laura Chesson
Superintendent, Groton-Dunstable Re-
gional School District

Dr. Denise Pigeon
Superintendent, Nashoba Valley Technical
School District

Mr. Brad Morgan
Superintendent, North Middlesex
Regional School District

Mr. Christopher Malone
Superintendent, Tewksbury Public Schools

Dr. Michael Flanagan
Superintendent, Tyngsborough Public
Schools

Dr. Christopher Chew
Superintendent, Westford Public Schools

Today & Tomorrow: Out and About

INDIVIDUALS IN VALLEY'S TODAY & TOMORROW PROGRAM HAVE BEEN WORKING ON A COMMUNITY PORTFOLIO, IDENTIFYING PLACES THAT THEY WOULD LIKE TO VISIT IN THE FUTURE. AFTER CHOOSING THE TOWN OF TYNGSBOROUGH TO FOCUS ON, THEY BEGAN SEARCHING OUT STATE PARKS AND OTHER ATTRACTIONS. RIVERFRONT PARK WAS AT THE TOP OF THEIR LIST. FROM LEFT TO RIGHT: JOE GONSALVES, ALINE HAUNTON, SAWMARA NY, MICHAEL KEMP-TON AND ERIN MCGRATH.

