

Valley Collaborative
Board of Directors Meeting
11 Executive Park Drive, North Billerica, Massachusetts
Thursday, September 14, 2023 ▪ 10:00 a.m.

Action Required

- I. Approval of Minutes
 - a. Board of Directors Meeting, General Session Minutes: June 8, 2023
 - b. Board of Directors Meeting, Executive Session Minutes: June 8, 2023
- II. Financial Update
 - c. FY'23 Financial Update
 - FY'23 Audit
 - Balance Sheet as of 6.30.2023
 - Income Statement as of 6.30.2023
 - 25% Cumulative Surplus Calculation
 - d. FY'24 Financial Update – Board to Amended FY'24 Budget; Vote additional surplus
 - e. Treasurer's Report(s)
 - f. PARS Statement(s)
 - g. Valley By The Numbers
- III. Approval of Today and Tomorrow Program Handbook & Policies and Procedure Manual
- IV. Vote to Combine Existing/Approved Executive Director's Contract and Amendments into one Document

No Action Required

- V. Communications
 - State Agencies:
 - Valley Program Updates:
 - h. Elementary School September Monthly Newsletter
 - i. Alternative Programming at the Transitional High School Update
 - j. Middle School and Transitional Programming at the Transitional High School Update
 - k. Adult Services Update
 - Community and Staff:
 - l. Lowell Pollard Memorial Library Donation
 - m. Lowell Pollard Memorial Library Thank You
 - n. Chelmsford Food Bank Thank You Letter
 - o. Email from Coordinator of the Peterson School, recipient of Valley's 2023 Community Leader Award stating the success of the partnership between the Peterson School and Valley



Central Administration

11 Executive Park Drive, N. Billerica, MA 01862 | Tel: (978) 528-7826 | www.valleycollaborative.org

MEMORANDUM

To: Valley Collaborative Board of Directors
From: Dr. Chris A. Scott, Executive Director
Date: September 14, 2023
Re: Approval of Minutes

Attached please find the following minutes:

- a. Board of Directors Meeting, General Session Minutes: June 8, 2023
- b. Board of Directors Meeting, Executive Session Minutes: June 8, 2023

Required Action:

Vote to approve the minutes:

- a. Board of Directors Meeting, General Session Minutes: June 8, 2023
- b. Board of Directors Meeting, Executive Session Minutes: June 8, 2023

Attachments:

Board of Directors Meeting General Session Minutes: June 8, 2023

Board of Directors Meeting Executive Session Minutes: June 8, 2023

**Valley Collaborative Board of Directors
General Session Meeting Minutes
June 8, 2023
10:04 a.m. – 11:51a.m.
11 Executive Park Drive, N. Billerica, Massachusetts**

Board Members Present: Mr. Timothy Piwowar, Dr. Christopher Chew, Dr. Laura Chesson, Dr. Jay Lang, Ms. Brenda Theriault-Regan, Dr. Michael Flanagan, Mr. Steven Stone

Board Members Absent: Mr. Brad Morgan, Dr. Denise Pigeon

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

Also Present: Thomas Lent, Barrow Weatherhead Lent LLP; Dr. Anthony Bent, Consultant for M.A.S.S. Association of School Superintendents; Kathryn Cannie, Senior Manager, PARS

Call to Order: Mr. Timothy Piwowar, Chairman, convened the Collaborative Board Meeting at 10:04 a.m.

Mr. Piwowar and Dr. Chris Scott welcomed all in attendance.

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 Matthew Gentile, Director of DDS Services.

The Board and Dr. Scott acknowledged Mr. Timothy Piwowar who will be leaving the Board of Directors effective June 30, 2023.

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. Steven Stone 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 April 27, 2023.

The vote was 7-0. Yes: Mr. Timothy Piwowar, Dr. Christopher Chew, Dr. Laura Chesson, Dr. Jay Lang, Ms. Brenda Theriault-Regan, Dr. Michael Flanagan, Mr. Steven Stone

Board Governance 2023-2024

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 2023-2024 School/Fiscal Year.

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

VOTED: That the Board of Directors nominates and elects Dr. Jay Lang as the Chairperson of the Board of Directors.

The vote was 7-0. Yes: Mr. Timothy Piwowar, Dr. Christopher Chew, Dr. Laura Chesson, Dr. Jay Lang, Ms. Brenda Theriault-Regan, Dr. Michael Flanagan, Mr. Steven Stone

Appoint/Re-appoint Committee Members

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

VOTED: That the Board of Directors approves the appointment of Dr. Jay Lang, Dr. Michael Flanagan, Dr. Denise Pigeon and Ms. Brenda Theriault-Regan as Members of Executive Committee for the Board of Directors for the 2023-2024 School Year.

The vote was 7-0. Yes: Mr. Timothy Piwowar, Dr. Christopher Chew, Dr. Laura Chesson, Dr. Jay Lang, Ms. Brenda Theriault-Regan, Dr. Michael Flanagan, Mr. Steven Stone

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. Dr. Scott generally reviewed the 3rd Quarter Financials, the 4th Quarter projections and Fiscal Year 2023 conclusions. Dr. Scott reviewed the revenues, expenses, budget and enrollment. Dr. Scott summarized her meeting with OPEB Trust representatives, calculations and market factors, and reviewed the recommended deposit of funds during this fiscal/school year. She reviewed additional expenses incurred this past year. 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 given the expenses and potential contributions to the OPEB Trust and recommended at this meeting. The Board discussed.

Kathryn Cannie, Senior Manager, PARS distributed Trust Program materials and reviewed the current funding levels, indicating that with a potential contribution of the surplus fund amounts the OPEB Trust would be considered fully-funded to super-funded. Dr. Scott indicated that it has been the Collaborative's goal or intention to remain fully-funded and noted that the Collaborative is the only funded collaborative in Massachusetts. Ms. Cannie indicated that several of the public entities with whom she reviews maintains a funding between 3.5%-11% whereas the Collaborative currently is approximately 90% funded, with markets and conditions improving.

On a motion made by Dr. Michael Flanagan and seconded by Dr. Jay Lang, the Board considered:

MOTION: That the Board of Directors approves and authorizes the deposit of \$815,609 into the OPEB Trust with such deposit funds from the Collaborative's Cumulative General Surplus from Fiscal Year ending June 30, 2023.

The Board discussed at length noting strategy to continue to fund the OPEB Trust over a multi-year period but also considering the difficult positions of member districts, budget preparations, costs and inflation adjustments and other financial considerations. After further consideration and discussion, Dr. Michael Flanagan withdrew the motion to approve and authorize a deposit into the OPEB Trust for fiscal year ending June 30, 2023.

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

VOTED: That the Board of Directors hereby authorizes the distribution of \$815,609 in surplus funds to its member districts based on the percentages and methodology established by the Board, specifically an allocation based on the FY2023 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. Timothy Piwowar, Dr. Christopher Chew, Dr. Laura Chesson, Dr. Jay Lang, Ms. Brenda Theriault-Regan, Dr. Michael Flanagan, Mr. Steven Stone

Dr. Scott and Thomas Lent informed the Board that Merrimack Education Center again is interested in the donation to the Collaborative of the undeveloped land located at 0 Linnell Circle. The Board discussed.

On a motion made by Mr. Steven Stone and seconded by Ms. Brenda Theriault-Regan, a quorum of voters being present, it was voted:

VOTED: That the Board of Directors accepts the donation of the property located at 0 Linnell Circle from Merrimack Education Center and authorizes the Executive Director to finalize documentation to effectuate the transfer of the property to Valley Collaborative.

The vote was 7-0. Yes: Mr. Timothy Piwowar, Dr. Christopher Chew, Dr. Laura Chesson, Dr. Jay Lang, Ms. Brenda Theriault-Regan, Dr. Michael Flanagan, Mr. Steven Stone

Treasurer's Report/Evaluation/Contract

Ms. Heidi Kriger, the Collaborative Treasurer, provided the Board with her report which covered the months through April 2023. 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. Michael Flanagan and seconded by Ms. Brenda Theriault-Regan, 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 7-0. Yes: Mr. Timothy Piwowar, Dr. Christopher Chew, Dr. Laura Chesson, Dr. Jay Lang, Ms. Brenda Theriault-Regan Dr. Michael Flanagan, Mr. Steven Stone

Mr. Timothy Piwowar stated that the Board is required to annually evaluate the Treasurer's performance and effectiveness. Mr. Timothy Piwowar 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 Ms. Brenda Theriault-Regan, 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 2023-2024 School Year with the term of the agreement to be July 1, 2023 through June 30, 2024.

The vote was 7-0. Yes: Mr. Timothy Piwowar, Dr. Christopher Chew, Dr. Laura Chesson, Dr. Jay Lang, Ms. Brenda Theriault-Regan, Dr. Michael Flanagan, Mr. Steven Stone

Financial Update – Valley by the Numbers

Dr. Chris Scott informed the Board that due to time limitations she would provide her annual Valley by the Numbers during the September 2023 Board meeting.

[Dr. Laura Chesson left the meeting at 11:10 a.m.]

Executive Director's Evaluation

Mr. Timothy Piwowar summarized the Executive Director's written evaluation by the Board of Directors highlighting the Executive Director's exemplary performance as applied to the metrics and the narratives submitted by Board members. The Board acknowledged such an exemplary performance.

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

VOTED: That the Board of Directors accepts the evaluation of the Collaborative Executive Director as presented at this meeting, and requests that a copy of the written evaluation be finalized and filed within her file maintained at the Collaborative.

The vote was 6-0. Yes: Mr. Timothy Piwowar, Dr. Christopher Chew, Dr. Jay Lang, Ms. Brenda Theriault-Regan, Dr. Michael Flanagan, Mr. Steven Stone. Dr. Laura Chesson was absent for the vote on the motion.

Business Manager (Accountant) Evaluation

Mr. Timothy Piwowar stated that under the Collaborative Agreement the Board is required to annually evaluate the performance and effectiveness of its business manager. Mr. Piwowar 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 Dr. Jay Lang and seconded by Mr. Steven Stone, 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. Timothy Piwowar, Dr. Christopher Chew, Dr. Jay Lang, Ms. Brenda Theriault-Regan, Dr. Michael Flanagan, Mr. Steven Stone. Dr. Laura Chesson was absent for vote on the motion.

[Dr. Laura Chesson returned to the meeting at 11:19 a.m.]

Approval of 2023-2024 Employee Handbook

Dr. Scott presented the revised employee handbook indicating that there were no substantive changes for the 2023-2024 School Year. There was no further discussion.

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 approves the revised Employee Handbook in the substantive form presented at this meeting.

The vote was 7-0. Yes: Mr. Timothy Piwowar, Dr. Christopher Chew, Dr. Laura Chesson, Dr. Jay Lang, Ms. Brenda Theriault-Regan, Dr. Michael Flanagan, Mr. Steven Stone

Approval of 2023-2024 Student & Family Handbook

Dr. Scott presented the student and family handbook indicating that there were no substantive changes for the 2023-2024 School Year. There was no further discussion.

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 approves the Student and Family Handbook in the substantive form presented at this meeting.

The vote was 7-0. Yes: Mr. Timothy Piwowar, Dr. Christopher Chew, Dr. Laura Chesson, Dr. Jay Lang, Ms. Brenda Theriault-Regan, Dr. Michael Flanagan, Mr. Steven Stone

Valley Collaborative District Improvement Plan Update

Dr. Lori Likis was unable to be present at the meeting. Dr. Scott introduced Brian Mihalek and Karen Rowe to present the District Improvement Plan Update for Valley Collaborative, which were also summarized within a memo contained in the Board materials. They highlighted the plan to continue the Diversity, Equity and Inclusion efforts which will seek to review curriculum, professional development and human resources. There was no further discussion.

Communications

Dr. Scott directed the Board to the communications contained within the Board materials, highlighting the DDS-Quest Audit Results (which would be reviewed in further detail during the September 2023 Board meeting), and the Valley Program updates. There was no further discussion.

Executive Session

Mr. Timothy Piwowar requested a motion to enter into Executive Session to conduct strategy sessions in preparation for negotiations with nonunion personnel and/or conduct contract negotiations with nonunion personnel, the Collaborative's Executive Director, Dr. Scott. Mr. Piwowar stated the Board will reconvene in open General Session at the end of the Executive Session for the purposes of possibly taking action on the Executive Director's employment agreement.

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

VOTED: To enter into executive session to conduct strategy sessions in preparation for negotiations with nonunion personnel and/or conduct contract negotiations with nonunion personnel: Executive Director.

The roll call vote was 7-0. Yes: Mr. Timothy Piwowar, Dr. Christopher Chew, Dr. Laura Chesson, Dr. Jay Lang, Ms. Brenda Theriault-Regan, Dr. Michael Flanagan, Mr. Steven Stone

The Board entered into Executive Session at 11:28 a.m.

The Board returned to General Session at 11:49 a.m.

Mr. Piwowar indicated for the record that the Board had come to an agreement with Dr. Scott whereby her employment agreement would be amended by Board vote to include a longevity payment provision.

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

VOTED: That the Board of Directors agrees to amend the Executive Director's employment contract consistent with the terms and conditions presented at this meeting to include a longevity payment provision.

The vote was 7-0. Yes: Mr. Timothy Piwowar, Dr. Christopher Chew, Dr. Laura Chesson, Dr. Jay Lang, Ms. Brenda Theriault-Regan, Dr. Michael Flanagan, Mr. Steven Stone

On a motion made by Mr. Steven Stone and seconded by Ms. Brenda Theriault-Regan, a quorum of voters being present, it was voted:

VOTED: To adjourn the Board meeting.

The vote was 7-0. Yes: Mr. Timothy Piwovar, Dr. Christopher Chew, Dr. Laura Chesson, Dr. Jay Lang, Ms. Brenda Theriault-Regan, Dr. Michael Flanagan, Mr. Steven Stone

Mr. Timothy Piwovar adjourned the Collaborative Board Meeting at 11:51 a.m.

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

- School Year 2022-2023 Electronic Board Binder Board Meeting, June 8, 2023

Respectfully Submitted,

Dr. Jay Lang, 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 14, 2023
Re: Financial Update - FY'23

In spite of a challenging year, Valley Collaborative's FY'23 school year was very successful programmatically and financially.

- The financial position of the Collaborative remains very strong. The total assets at June 30, 2023 is \$18,343,850 (unaudited). This includes \$6,143,449 (unaudited) held in the OPEB Trust at June 30, 2023.
- Capital fund remains fully funded at the end of FY'23.
- Change in net assets from operations in FY'23 was approximately \$676,778 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 \$11.6 million (\$4.0 million unrestricted and \$6.1 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 \$455,787 in FY'23 for Furniture, Vehicle, Technology and Improvements.
- The final change in net assets came in slightly higher than was originally projected at the end of April. This was due to revenue coming slightly higher than originally projected in April by about \$70,000 and expenses being below by approximately \$100,000. This increase will leave our cumulative surplus slightly above the 25% threshold.

Required Action:

None

Attachments:

- Balance Sheet June 30, 2023
- Income Statement June 30, 2023



FRITZ DEGUGLIELMO LLC
CERTIFIED PUBLIC ACCOUNTANTS
& BUSINESS ADVISORS

June 16, 2023

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, 2023.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of Valley Collaborative as of and for the year ended June 30, 2023. Accounting standards generally accepted in the United States of America (GAAP) 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 (GAAS). 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 appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP 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

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS 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 your accounting records of Valley Collaborative and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. 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 or 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, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS 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 any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the collaborative's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

- a) The Organization began using new software for tracking the tuition and program billings for all students attending. Transition to new software increases the potential risk of financial reporting to be materially misstated if data being transferred between the billing software and the accounting software is incomplete or incorrect.
- b) Transition in accounting staff during the current fiscal year requires proper training and supervision to ensure that financial reporting is accurate and timely.

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.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. 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*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. 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 accounting principles generally accepted in the United States of America 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.

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 UFR and that you have reviewed and approved the financial statements and related notes and UFR 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.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility 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 accounting principles generally accepted in the United State of America, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). 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, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other

matters; (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. 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 GAAS and Government Auditing Standards.

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 Scope and 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.

Engagement Administration, Fees, and Other

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.

Daniel Schaffner, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit on July 31, 2023 and to issue our reports no later than November 15, 2023.

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 \$37,000 to \$39,000. 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.

Reporting

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 and Management of Valley Collaborative. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. 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 we 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 state (1) that the 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 report 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.

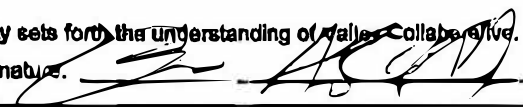
We appreciate the opportunity to be of service to Valley Collaborative and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached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

Very truly yours,


Fritz DeGuglielmo LLC

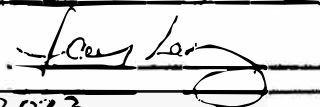
RESPONSE:

This letter correctly sets forth the understanding of Valley Collaborative.

Management signature: 

Title: _____

Date: _____

Governance signature: 

Title: Chair

Date: July 1, 2023

Valley Collaborative
6/30/2023

Please provide the following:

	N/A	Included		
1			Trial balance and general ledger for 7/1/2022-6/30/2023 exported to excel	* Prelim
2			Please sign and return the engagement letter	* Prelim
3			Please provide a list (in excel) all cash disbursements for FY2023 for us to make selections from	* Prelim
4			Please provide us a list of payroll dates for FY2023	* Prelim
5			Listing of attorneys' names, firm name, and address for all attorneys providing legal services to the Organization during 7.1.22-6.30.23	* Prelim
6			Listing of contracts in effect for FY2023, including funding agency (ie DDS, MRC), contract numbers, contact name, and addresses	* Prelim
7			Listing of bank names and account numbers for all bank and loan accounts open during FY2023	* Prelim
8			Copies of any notes payable and line of credit agreements entered into from 7.1.2022 through today's date	* Prelim
9			Copies of any lease agreements, including office space, equipment and vehicle leases entered into or modified from 7.1.2022 through today's date	Prelim
10			FY2023 and FY2024 budgets, including original and all amended budgets	Prelim
11			Board of Directors minutes for all of FY2023 through fieldwork date	Prelim
12			FY 2023 and FY2022 comparative balance sheet and profit and loss printed from financial system	Prelim
13			Access to deposit detail for FY2023 and to date in FY2024	Prelim
14			Fixed asset schedule with depreciation calculation and copies of invoices for any items added during FY2023	Prelim
15			Support for any fixed asset additions and disposals during FY2023	Prelim
16			Invoices for health insurance, dental, disability and life insurance available for review during FY2023 available for review	Prelim
17			Access to all revenue source documents, including contract billings and small business income contracts	Prelim
18			List of in-kind donations, including donated goods and services, and assigned value	Prelim
19			Copies of any vendor agreements or contracts > \$10,000 in effect during FY2023	Prelim
20			Details of any related party transactions during FY2023	Prelim
21			Copies of any correspondence not listed above with regulatory entities (IRS, etc)	Prelim
22			Legal invoices for FY2023 available for review	Prelim
23			Copies of any finalized regulatory reports (ie Inspector General, State Auditor, etc)	Prelim
24			FY2023 revenue summary reports by program, FY2023 program calendars and tuition rates, and access to admission/termination/attendance records for FY2023	Prelim
25			Copy of new (7.1.22-today's date) program brochures and similar literature	
26			Copy of any new (7.1.22-today's date) fundraising or solicitation materials for donations	
27			Copies of all newsletters and mailings sent in FY2023	
28			Listing of all employees during FY2023, and job function/description	
29			Copies of June 30, 2023 and July 31, 2023 bank statements and reconciliations for all bank accounts	
30			A/R aging as of 6/30/23	
31			A/P aging as of 6/30/23 and copies of vendor invoices for any amount on aging > \$10,000	
32			Listing of all checks cut from 7/1/23 to fieldwork date and any invoices for amounts >\$10,000 available for review (ignore payroll and rent checks)	
33			Schedule of accrued expenses, including accrued payroll and vacation, as of 6/30/23 and supporting documentation available for review	
34			Schedule of prepaid insurance expenses, and any other prepaid expense, along with supporting documentation available for review.	
35			Summary of deferred revenue at 6/30/23 and supporting documentation available for review	
36			Copies of all FY2023 payroll tax forms, including WR-1s, 941s, 940, DUA, etc.	
37			Reconciliation of year end summary payroll reports to general ledger	
38			Reconciliation of payroll withholdings and tax liability at 6/30/23	
39			Copies of June and July 2023 credit card statements	
40			Copies of all debt balance statements at 6/30/23	
41			List of any employee or officer loans at 6/30/23	
42			Copies of all funding contracts in effect for FY2023 (ie DDS, MRC)	
43			Information pertaining to any conditional gifts or grants at 6/30/23, or promises to give	
44			Reconciliation of restricted net assets at 6/30/23, including descriptions of additions or released restrictions throughout FY2023.	
45			Any other documentation, charts, schedules, etc that you feel are pertinent to the audit	
46			Status or identification of any litigation, claims or lawsuits filed against the Collaborative	
47			Please have Dr Scott and James George complete the staff fraud questionnaires and the board treasurer to complete the BOD fraud questionnaire.	
48			Please provide the most recent policies and procedures manual. Also please provide descriptions regarding the cash receipts and disbursements policies as well as a description relating to process for each monthly close	
49			Please provide the FY2022 covered payroll for both MTRS and MSERS	
50			Please provide the names, job title and compensation to the 5 highest compensated individuals. Please also provide a description of each of their jobs.	
51			Please provide the MSERS expense for FY2023	
52			Please provide a schedule or support relating to any credits/surplus distributions approved by 6/30/2023	
53			Please provide updated/most recent OPEB actuarial documentation	
54			Please provide support for revenue/sales for Joe's Bistro for FY2023	
55			Please provide a breakout per program for tuition and services paid by New Hampshire districts	
56			Please provide the detail that makes up Dr. Scott's compensation for FY2023	

*If possible, please provide electronically prior to our fieldwork date

Valley Collaborative
6/30/23 Audit
Fraud Questionnaire

Name of Board Member Jay Lang

- Please describe your views about the risks of fraud in relation to the Collaborative.

Given established policies and procedures, I feel the risk of fraud to be low. Regular oversight and accuracy of funds is critical to ensure fraud is monitored.

- Do you have knowledge of any actual, suspected, or alleged fraud affecting the Collaborative? If yes, please explain:

NO

- Do you have knowledge of any possible or actual noncompliance or abuses of board programs and controls occurring during the period being audited or the subsequent period? If yes, please explain:

NO

- Do you (and/or the rest of the board) take an active role in oversight of management's processes for identifying and responding to fraud risks and of the controls established to mitigate those risks, and if so, how the board/committees exercise such oversight activities?

Oversight through established policies and procedures. Further, periodic financial reports are provided with reports of expenditures. Regular Treasurer reports provided to BOB.

- Do you believe the Collaborative is in compliance with laws and regulations? If no, please explain:

Yes

Valley Collaborative
6/30/23 Audit
Fraud Questionnaire

Name of Individual and Title

Chris Aselt

- Do you have knowledge of any actual fraud or suspicions of fraud affecting the Collaborative? If yes, please explain:

No

- Are you aware of any allegations of fraud or suspected fraud affecting the Collaborative? If yes, please explain:

No

- Do you have knowledge of any possible or actual noncompliance or abuses of broad programs and controls occurring during the period being audited or the subsequent period? If yes, please explain:

No

- How, to what extent, and how often do you assess the risk that the Collaborative's financial statements might be materially misstated due to fraud and the controls in place to prevent and detect it?

Monthly

- Please describe, briefly, your processes (programs and controls) for identifying, responding to, and monitoring fraud risks, including any—
 - specific fraud risks do you have identified or that have been brought to their attention, or
 - classes of transactions, account balances, or disclosures for which a fraud risk is likely to exist.

All checks and Balances are in Place.

- How do you communicate to employees the importance of ethical behavior and appropriate business practices?

Email, Conversations, Newsletters

- If the Collaborative uses a service (i.e. payroll processor) Collaborative, do you have knowledge of any fraud, noncompliance with laws and regulations, or uncorrected misstatements affecting the Collaborative's financial statements reported by the service Collaborative or otherwise known to them? If yes, please explain:

No Fraud.

Valley Collaborative
Interim Statement of Net Assets
For the Period Ended
June 30, 2023

UNAUDITED	
ASSETS	
Current Assets	
Cash and Cash Equivalents	\$ 5,491,036
Restricted Investments - OPEB	6,143,449
Accounts Receivable, Net	3,283,428
Prepaid Expenses and Other Assets	39,655
Cash Held for Member Districts	516,993
Total Current Assets	15,410,487
Non-Current Assets	
Land & Building	4,902,394
Furniture, Equipment, and Leasehold Improvements,	
Net of Depreciation	2,268,020
Construction in Progress	-
Total Non-Current Assets	7,170,414
TOTAL ASSETS	\$ 22,580,901
LIABILITIES AND NET ASSETS	
Current Liabilities	
Accounts Payable and Accrued Liabilities	\$ 1,203,929
Other Liabilities	2,516,129
Member District Accounts (Settlement)	516,993
Total Current Liabilities	4,237,051
Total Liabilities	4,237,051
Net Assets	
Operating - Unrestricted	6,055,087
Restricted - Student Activities	28,156
Reserved - OPEB Trust	3,590,179
Reserved - Capital	1,500,000
Invested in Capital Assets, Net of Related Debt	7,170,428
Total Net Assets	18,343,850
TOTAL LIABILITIES AND NET ASSETS	\$ 22,580,901
	-

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, 2023
210 of 210 (100%) School Days

UNAUDITED			
	AMENDED BUDGET	ACTUAL	
REVENUES			
Services	\$ 17,200,000	\$ 17,323,864	
State Contracts	3,920,000	3,918,012	
Other	650,000	633,398	
Interest	30,000	36,296	
Total Revenues	21,800,000	21,911,570	100.51%
EXPENSES			
Salaries	14,604,102	14,520,241	
Employee Benefits	2,718,571	2,666,527	
Operating Expenses	2,707,457	2,670,965	
Leases & Rentals	585,899	599,942	
Depreciation	751,000	777,117	
Total Expenses	21,367,029	21,234,792	99.4%
Change in Net Assets - Operating	\$ 432,971	\$ 676,778	
Non Operating Activities			
Return to Member Districts	-	-	
Non-Operating Expenses (1)	715,000	-	
Change in Net Assets	\$ (282,029)	\$ 676,778	

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

Valley Collaborative
Cumulative Surplus Calculation - FY 23
As of June 30, 2023

(A)	Voted Cumulative Surplus as of June 30, 2022	5,327,602
(B)	Amount of (A) used to make contribution to OPEB Trust PY	(64,074)
	Amount of Current Year Return Previously Voted	(815,609)
(c)	Unexpended FY 23 General Funds	998,108
(D)	Cumulative Surplus as of 6/30/23	5,446,027
(E)	FY 23 Total General Fund Expenditures	21,088,646
(F)	Cumulative Surplus Percentage	25.82%
	Estimated Amount of Excess Cumulative Surplus as of June 30, 2023	<u><u>173,866</u></u>



Central Administration

11 Executive Park Drive, N. Billerica, MA 01862 | Tel: (978) 528-7826 | www.valleycollaborative.org

MEMORANDUM

To: Valley Collaborative Board of Directors
From: Dr. Chris A. Scott, Executive Director
Date: September 14, 2023
Re: Financial Update – FY'24

FY'23 Audit

Fritz DeGuglielmo LLC began the FY'23 Independent Financial Audit in August and we anticipate it will be completed by the November 16, 2023 Board of Directors meeting. The process is going well.

Capital Plan/Board Capital Reserve

FY'23 had to be managed very conservatively due to inflation and a flat enrollment due to staffing shortages and very low tuition rates that had not been changed in many years, resulting in a challenging financial environment throughout FY'23. As such, in FY'23, there were many items that were placed on the capital expenditure to-do list to be completed in FY'24. In FY'24, the Board budgeted \$575,000 in the Capital Reserve account for furniture, technology, vehicles and facilities improvements and we have been extremely busy over the summer implementing the capital plan (see attached power point). Some additional projects now need to be completed in FY'24 that were not in the original budget voted last December. I am requesting the Board increase the capital account within the general operating budget by \$330,000 in the following line items:

- \$190,000 – Facilities Improvements (upgraded HVAC system at 40 Linnell Circle)
- \$60,000 – Vehicles
- \$50,000 – Furniture
- \$30,000 – Technology

At this time, I am not asking the Board take this additional \$330,000 out of Valley's Capital Fund as it appears current revenue levels can comfortably support this request from Valley's General Operating Budget. As a result, I am asking the Board to increase Valley's Board Capital Reserve from \$575,000 to \$905,000. This request correlates to an increase in revenue projections from \$22,925,000 to \$23,275,000. I am requesting the Board vote to amend the FY'24 budget to reflect these changes.

25% Calculation

Due to conservative fiscal management Valley finished FY' 23 in a very strong financial position. As previously stated, last year was financially complex when compared to years past as we were forced to strategically navigate increased operating expenses due to high inflation coupled with the impact of low tuition rates that were set pre-pandemic. The total unexpended general funds for the year was projected to be between \$800K and \$900K. The unaudited excess cumulative surplus in FY'23 is \$973,866. Based on discussions with the Board in June, \$800K was voted to be returned to the member districts. An additional \$173,866 also needs to be returned to member

districts or Valley's OPEB Trust. At this time, given the favorable market returns and current revenue projections for FY'24, I recommend this additional surplus be returned to member districts.

In June, our OPEB Trust administrator, Kathryn Cannie recommended that Valley contribute an additional \$800K to its OPEB Trust in order to be in the fully funded zone. Due to market fluctuations, this contribution amount would have made Valley within the fully funded zone and after summer returns, we would have been considered super funded (over 100%). The Board chose to wait to see if the market would make up for this shortfall and decided to return the cumulative surplus to the member districts.

As predicted, the PARS report reflects a high return in July of \$145,757.56. Since the June 8th OPEB Trust administrator's presentation to the Board, the OPEB trust has increased by \$284,718.00, and does not include August returns which are expected to be at least as high as July – increasing the fund to almost \$500K since June 8th, 2023.

In preparation for the September Board meeting, I called Kathryn Cannie last week to request the August PARS report. Kathryn is hopeful to have this report available for the Board meeting on September 14, 2023. During this call, Kathryn suggested that a reasonable goal for the Board would be for Valley to be in the fully funded zone as opposed to super funded. Depending on the market performance in any given month, Kathryn suggests we are now in the fully funded zone. It is our understanding that Valley is the only Collaborative in the state to be in the fully funded zone. We are proud that Valley's OPEB trust is in the fully funded zone in spite of having to navigate the pandemic and the unprecedented financial uncertainties associated with it.

Required Action:

Vote the Amended FY'24 Budget

Vote additional Cumulative Surplus of \$173,866

Attachments:

FY2024 Budget summary Proposed Amended Budget

Board Capital Reserve Presentation

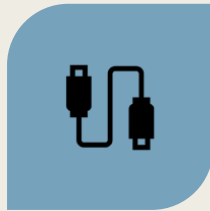
25% Cumulative Surplus Calculation



Expenditures and Projects by Capital Account Line Items to Date



FACILITY IMPROVEMENTS
& MAINTENANCE
BUDGETED: \$125K



TECHNOLOGY
BUDGETED: \$150K



VEHICLES
BUDGETED: \$250K



FURNITURE
BUDGETED: \$50,000

Facility Improvements & Maintenance



Completed at 40 Linnell Circle:

- The wall on the first floor between rooms #160 and #161 was torn down to make one single, larger room for the middle school. All tile, ceiling, and electrical work has also been completed.
- The exterior walls for the new social worker office in the Alt-Vocational milieu were erected and plastered this past weekend.
- New furniture was delivered, offloaded, assembled and installed throughout the building in accordance with orders placed for High School programs.
- Wherever new furniture was installed, the replaced furniture was removed by Facilities, thrown away, and discarded.
- All carpeted rooms on the second floor have been ripped out and replaced with brand new vinyl composite tile.
- All existing 4" grey and black baseboards on the second floor were replaced with 6" navy-blue baseboard.
- With very few exceptions where it was deemed unnecessary, the entire building was painted - this includes classrooms, hallways, and common areas such as the Bistro dining area, stairwells and the rear entryway by the ramp.

Facility Improvements & Maintenance



Completed at 40 Linnell Circle:

- The interior main entrance door leading into the lobby was repaired and is now fully functional.
- The chipped and cracked tiles in the elevator were replaced with new navy-blue carpet tiles.
- The stained and torn carpet in the vestibule of the main lobby was replaced with new wall to wall navy-blue carpet to match the elevator.
- Both upstairs and downstairs floors were stripped and waxed including classrooms converted from carpet to tile.
- New acoustic ceiling panels were installed throughout the building to replace existing tiles which were damaged or had graffiti.
- Polished stainless steel splash guards were installed behind all ovens throughout the school. This is also a new safety implementation as the guards reduce the risk of potential grease fires.
- The lighting fixture in the first-floor sensory room was replaced and set into the ceiling.

Facility Improvements & Maintenance



Completed at 40 Linnell Circle:

- Billerica Department of Public Health recently performed a routine inspection on Valley's Bistro kitchen and was in full compliance for the second time in six months 😊
- Safety wall mats were hung in the time-out room behind the Bistro kitchen.
- The ceiling of the Bistro kitchen, including vents and light fixtures, was deep-cleaned. The kitchen floor was also scrubbed and de-greased using our orbital power-scrubber.
- The broken/tilting rolling parking lot safety sign was repaired and is now working properly.
- Toilet seat disposable covers and dispensers were installed in every restroom in the building.
- Every trash and recycling receptacle in the building (classrooms, hallways, etc.) was washed and deep cleaned.
- Old and mis-matched wall-mounted coat racks found throughout the building were replaced with commercial-grade aluminum ball-tipped hook racks.
- Facilities team inspected each classroom and hallway and brought down any items stored above cabinets and placed them on top of the nearest desk and/or counter.

Facility Improvements & Maintenance



Completed at 135 Coburn Road:

- All Tyngsboro Fire Department inspection items completed
- Two new cafeteria tables to match the existing tables were delivered and installed.
- All emergency exit signs were repaired or replaced.
- Classroom exterior doors which were sticking and/or difficult to open were grinded and sanded to make egress easier.
- The gym/cafeteria as well as the hallways were stripped and waxed.
- A new commercial-grade food warmer for the Elementary School kitchen was delivered and installed.
- The Facilities room was reorganized and commercial-grade storage hooks were installed.

Facility Improvements & Maintenance



Completed at 25 Linnell Circle:

- A new teacher's desk and chair, a pedestal file cabinet, and 11 new student chairs were delivered, assembled and installed in the multimedia lab. The ceiling of the Bistro kitchen, including vents and light fixtures, was deep-cleaned. The kitchen floor was also scrubbed and de-greased using our orbital power-scrubber.

Completed at 11 Executive Park Drive:

- New furniture was delivered, offloaded, assembled and installed throughout the building in accordance with orders placed for Matt and Tricia's programs.
- Wherever new furniture was installed, the replaced furniture was removed by Facilities, thrown away and discarded.
- New exterior signs were affixed to the building including signs denoting the DDS program and MRC entrances, as well as "Main Entrance" and "Staff Entrance" signs.
- Valley Collaborative sign was installed in the business directory at the entrance to Executive Park Drive.
- New kick plates were installed along the base of every restroom door, as well as the Facilities room door and the hallway door leading into the administration wing.
- A new thermostat was installed in the MRC milieu to replace one that was malfunctioning and causing inconsistent temperature control.

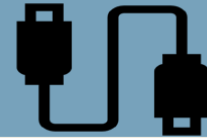
Facility Improvements & Maintenance



To Be Completed:

- Major HVAC update at 40 Linnell Circle
- The contractor returned on Tuesday 09/05 to affix and padlock a temporary door to the opening of the new social worker's office at 40LC. This is to ensure students will not be able to gain access to the space until the project is completed.
 - The electrician will be completing the wiring and installation of a new outlet and light switch.
 - The emergency management fire company is installing a new fire alarm strobe inside the office and a new sprinkler head outside in the milieu to compensate for the one taken up by the new office.
 - Once the above is completed, the town will sign-off on their inspection and the contractors will install the interior walls. Facilities will then paint the walls and hang the new fire-rated office door.
- The new exterior door scheduled to be installed in the Alt-Vocational milieu was on-order but the contractor informed me on 09/02 that the manufacturer was recently bought-out and they are currently 3-6 months behind on orders. The contractor understands this is unacceptable and is gathering alternative options from other manufacturers and will present them to us when he comes on Tuesday.
- The new twin-post exterior sign for 11EPD has been ordered but there is an issue with the manufacturer being unable to precisely replicate the Valley logo. They are working on minor alternatives and will provide a final proof for Dr. Scott's approval this week.
- Several pieces of furniture which were ordered are currently on backorder, including cabinets, tables, student/milieu and guest chairs.

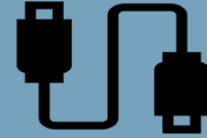
Technology



Projects/Purchases

Description/Item	Qty
75 Inch ClearTouch Smartboard	10
HP Color LaserJet Pro MFP	1
Mac Mini Z16k - Apple M2	1
iPad Wi-Fi 10.2-inch 64GB + Care	30
MacBook Air -15-inch - M2 chip	2
Annual Zoom EDU Annual	40
Internet Service Provider	1
Aruba Central AP Foundation 5 year Subscription	57
Monitoring System - PRTG	1
PDQ Deploy & Inventory Software	2

Technology



Projects/Purchases – Collaborative-wide

Description/Item	Qty
SAMSUNG 75-Inch Class Crystal UHD 4K	1
Docusign Renewal - 600 Envelopes & 1 Year	600
HP laptop 865 G9	26
HP laptop 450 G10	16
HP E24m G4 Conferencing - E-Series	10
Charging Cart for 20 Tablets/Laptops	7
Adobe Creative Cloud Yearly Subscription	500
Apple general app credit 23-24 for VCES	1
Logitech Wireless Desktop MK320 - Keyboard - Mouse	30
NEC Ultra Short Throw NP17LP-UM - Lamp	5

Vehicle Fleet



Purchased:

- 3 New Transit Vans – 2023 Ford 350's
- 1 New Wheelchair/Passenger Van – 2023 Dodge Pro-Ram

Still Needed:

- 1 Transit Van
- 1 Minivan/Passenger Van

Furniture



New Furniture:

- Teacher/Staff Desks – Qty. 13
- Teacher/Staff Chairs – Qty. 22
- Conference Chairs – Qty. 44
- Conference Tables – Qty. 5
- Lobby/Lounge Chairs – Qty. 15
- Meeting/Side Chairs – Qty. 4
- Storage Cabinets – Qty. 9
- File Cabinets – Qty. 5
- Individual Student Desks – Qty. 9
- Multi-student Activity Tables/Multimedia Desks – Qty. 30
- Multimedia Student Chairs – Qty. 19
- Mixed-use Student Chairs – Qty. 28
- Custom Rugs – Qty. 6
- Cafeteria Tables – Qty. 2



VALLEY COLLABORATIVE

FY2024 BUDGET SUMMARY Proposed Amended Budget

	FY2021		FY2022		FY2023	FY 2023 Amendment	FY 2024	FY 2024 Amendment
	<u>Budget</u>	<u>Actual</u>	<u>Budget</u>	<u>Actual</u>	<u>Original Budget</u>		<u>Approved</u>	<u>Request</u>
REVENUES								
Services	15,841,829	16,133,113	17,268,440	16,465,146	17,200,000	17,200,000	18,170,000	18,420,000
State contracts	2,100,000	2,702,043	2,521,300	3,507,520	3,100,000	3,920,000	4,100,000	4,200,000
Other	200,000	414,507	300,800	1,024,147	400,000	650,000	650,000	650,000
Interest	20,000	1,950	29,000	3,424	1,000	30,000	5,000	5,000
Total Revenues	\$ 18,161,829	\$ 19,251,613	\$ 20,119,540	21,000,237	\$ 20,701,000	\$ 21,800,000	\$ 22,925,000	\$ 23,275,000
EXPENSES								
Salaries	11,619,363	11,559,371	13,181,932	13,875,948	13,960,150	14,604,102	15,531,226	15,531,226
Operating Expenses	5,595,412	5,489,251	5,971,980	5,873,491	5,650,756	6,762,927	6,644,655	6,644,655
Total Expenses	\$ 17,214,775	\$ 17,048,622	\$ 19,153,912	19,749,439	\$ 19,610,906	\$ 21,367,029	\$ 22,175,881	\$ 22,175,881
Revenues over/(under) Expenses	947,054	2,202,991	965,628	1,250,798	1,090,094	432,971	749,119	1,099,119
NON-OPERATING								
Capital	675,000	241,871	725,000	-	830,000	715,000	575,000	905,000
Board Capital Reserve			-		-	-	-	
BUDGETED SURPLUS/(SHORTFALL)	\$ 272,054	\$ 1,961,120	\$ 240,628	\$ 1,250,798	\$ 260,094	\$ (282,029)	\$ 174,119	\$ 194,119

**VALLEY COLLABORATIVE
TREASURER'S REPORT
MAY 31, 2023**

		<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	\$ 724,821.13	\$ 3,195,162.48		\$ (211,478.06)		\$ (1,000,000.00)	\$ 2,708,505.55
Payroll	a/c 795823	\$ 284,352.77		\$ (978,178.67)			\$ 1,000,000.00	\$ 306,174.10
Joe's Bistro	a/c 531401	\$ 2,115.49	\$ 2,373.00					\$ 4,488.49
ICS MMDA	a/c 856490	\$ 4,729.94				\$ 0.80		\$ 4,730.74
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>\$ 2,516,883.69</u>	<u>\$ 3,197,535.48</u>	<u>\$ (978,178.67)</u>	<u>\$ (211,478.06)</u>	<u>\$ 0.80</u>	<u>\$ -</u>	<u>\$ 4,524,763.24</u>
 MMDT	a/c 0044263747	<u>\$ 1,033,861.62</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 4,594.30</u>	<u>\$ -</u>	<u>\$ 1,038,455.92</u>
 Total Unrestricted Cash		<u>\$ 3,550,745.31</u>	<u>\$ 3,197,535.48</u>	<u>\$ (978,178.67)</u>	<u>\$ (211,478.06)</u>	<u>\$ 4,595.10</u>	<u>\$ -</u>	<u>\$ 5,563,219.16</u>
 PARS OPEB Trust		<u>\$ 6,458,167.24</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (1,835.05)</u>	<u>\$ (73,461.38)</u>	<u>\$ -</u>	<u>\$ 6,382,870.81</u>
 TOTAL CASH		<u>\$ 10,008,912.55</u>	<u>\$ 3,197,535.48</u>	<u>\$ (978,178.67)</u>	<u>\$ (213,313.11)</u>	<u>\$ (68,866.28)</u>	<u>\$ -</u>	<u>\$ 11,946,089.97</u>

**VALLEY COLLABORATIVE
TREASURER'S REPORT
JUNE 30, 2023**

		<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	\$ 2,708,505.55	\$ 2,443,683.43		\$ (131,834.57)		\$ (2,000,000.00)	\$ 3,020,354.41
Payroll	a/c 795823	\$ 306,174.10		\$ (1,879,068.26)			\$ 2,000,000.00	\$ 427,105.84
Joe's Bistro	a/c 531401	\$ 4,488.49	\$ 1,662.50					\$ 6,150.99
ICS MMDA	a/c 856490	\$ 4,730.74				\$ 0.77		\$ 4,731.51
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>\$ 4,524,763.24</u>	<u>\$ 2,445,345.93</u>	<u>\$ (1,879,068.26)</u>	<u>\$ (131,834.57)</u>	<u>\$ 0.77</u>	<u>\$ -</u>	<u>\$ 4,959,207.11</u>
 MMDT	a/c 0044263747	<u>\$ 1,038,455.92</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 4,527.06</u>	<u>\$ -</u>	<u>\$ 1,042,982.98</u>
 Total Unrestricted Cash		<u>\$ 5,563,219.16</u>	<u>\$ 2,445,345.93</u>	<u>\$ (1,879,068.26)</u>	<u>\$ (131,834.57)</u>	<u>\$ 4,527.83</u>	<u>\$ -</u>	<u>\$ 6,002,190.09</u>
 PARS OPEB Trust		<u>\$ 6,382,870.81</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (1,530.97)</u>	<u>\$ 217,367.16</u>	<u>\$ -</u>	<u>\$ 6,598,707.00</u>
 TOTAL CASH		<u>\$ 11,946,089.97</u>	<u>\$ 2,445,345.93</u>	<u>\$ (1,879,068.26)</u>	<u>\$ (133,365.54)</u>	<u>\$ 221,894.99</u>	<u>\$ -</u>	<u>\$ 12,600,897.09</u>

**VALLEY COLLABORATIVE
TREASURER'S REPORT
JULY 31, 2023**

		<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	\$ 3,020,354.41	\$ 3,159,563.85		\$ (602,381.14)		\$ (1,600,000.00)	\$ 3,977,537.12
Payroll	a/c 795823	\$ 427,105.84		\$ (1,208,136.11)			\$ 1,600,000.00	\$ 818,969.73
Joe's Bistro	a/c 531401	\$ 6,150.99	\$ 1,050.92					\$ 7,201.91
ICS MMDA	a/c 856490	\$ 4,731.51				\$ 1.92		\$ 4,733.43
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>\$ 4,959,207.11</u>	<u>\$ 3,160,614.77</u>	<u>\$ (1,208,136.11)</u>	<u>\$ (602,381.14)</u>	<u>\$ 1.92</u>	<u>\$ -</u>	<u>\$ 6,309,306.55</u>
 MMDT	a/c 0044263747	<u>\$ 1,042,982.98</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 4,751.58</u>	<u>\$ -</u>	<u>\$ 1,047,734.56</u>
 Total Unrestricted Cash		<u>\$ 6,002,190.09</u>	<u>\$ 3,160,614.77</u>	<u>\$ (1,208,136.11)</u>	<u>\$ (602,381.14)</u>	<u>\$ 4,753.50</u>	<u>\$ -</u>	<u>\$ 7,357,041.11</u>
 PARS OPEB Trust		<u>\$ 6,598,707.00</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (1,578.81)</u>	<u>\$ 145,757.56</u>	<u>\$ -</u>	<u>\$ 6,742,885.75</u>
 TOTAL CASH		<u>\$ 12,600,897.09</u>	<u>\$ 3,160,614.77</u>	<u>\$ (1,208,136.11)</u>	<u>\$ (603,959.95)</u>	<u>\$ 150,511.06</u>	<u>\$ -</u>	<u>\$ 14,099,926.86</u>



VALLEY COLLABORATIVE
PARS OPEB Trust Program

Account Report for the Period
7/1/2023 to 7/31/2023

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

Account Summary

Source	Beginning Balance as of 7/1/2023	Contributions	Earnings	Expenses	Distributions	Transfers	Ending Balance as of 7/31/2023
OPEB	\$6,598,707.00	\$0.00	\$145,757.56	\$1,578.81	\$0.00	\$0.00	\$6,742,885.75
Totals	\$6,598,707.00	\$0.00	\$145,757.56	\$1,578.81	\$0.00	\$0.00	\$6,742,885.75

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	2.21%	4.49%	5.29%	4.78%	5.91%	-	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 by the Numbers



Analytical Review 2022-2023

Valley Graduates and Outcomes

17 students from Transitional Programming

- (3) will attend Valley's adult program
- (5) will attend other adult programs
- (6) will pursue employment
- (2) will attend Job Corp
- (1) has applied College and will work PT



Alternative Programming

12 students

(3) completed dual enrollment at the Peterson School for basic electrical and will pursue the pathway to electrician certification

(1) completed dual enrollment at TECCA for cosmetology and will pursue career as aesthetician

(1) participated in Valley's culinary program and will pursue the culinary pathway

(2) attending college/university

(3) attending trade/vocational school

(2) will pursue full time employment

Adult Program

- All 118 individuals are full time, in person
- 40 individuals are independently employed in the community
- 11 paid group work sites
- 8 volunteer work sites



Elementary School

- 34 students received haircuts from the mobile barber
- 31 school-wide events were held this year (Kindness Quest Laser Show, Thanksgiving Celebration, Life Skills Gift Exchange, Winter Holiday Storyteller, and “Gather Here: Multicultural Assembly were some of the favorite events)

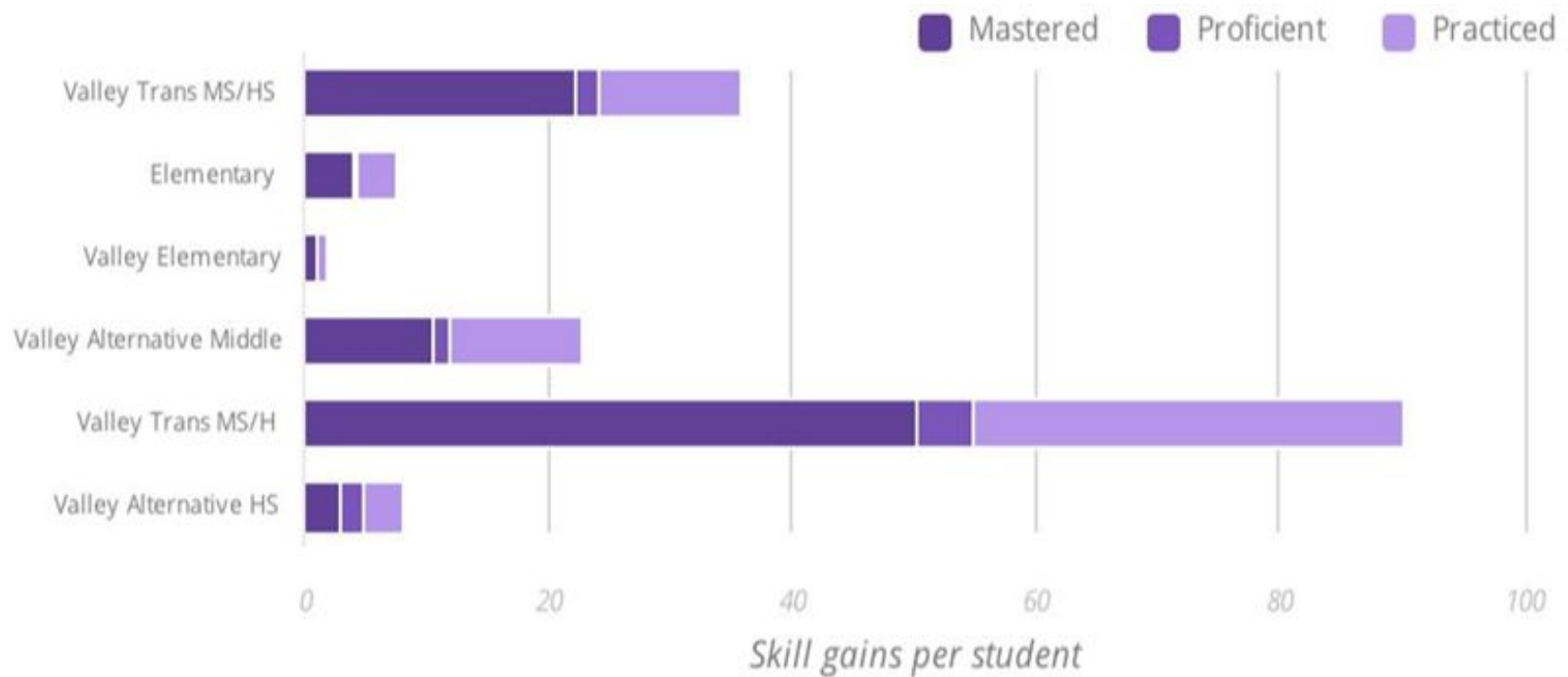


Valley Elementary, Middle, and High School IXL Performance

- 138,218 questions answered this year
- 755 total hours logged
- 5,727 skills practiced
- 3,652 skills proficient
- 3,262 skills mastered



Valley Elementary, Middle, and High School IXL Performance



Reading Comprehension

Test Participation and Growth for Middle School and High School Programs 2022-2023

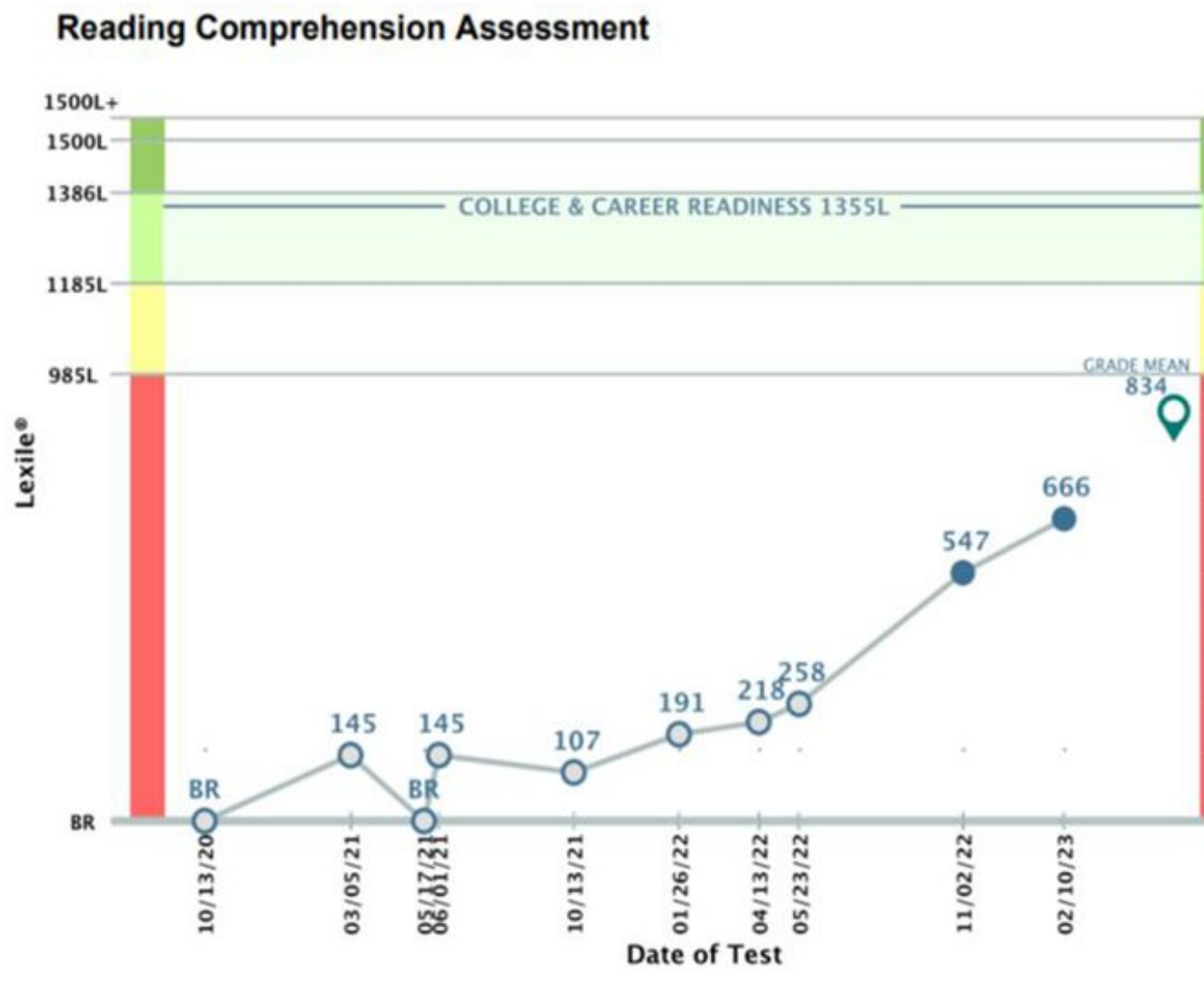
- 255 Reading Inventory Assessments Completed
 - Middle School - 95% Participation (28/30 students)
- 46 Hours of Direct Classroom Instruction in Alt. Middle School in the form of weekly reading groups
- 14/15 Middle Schoolers started the year reading below grade level benchmark. At end of year, that number decreased to 10/15 students reading below grade level.

Case Study

11th Grade Student, Alternative High School. In his last Reading Inventory before this school year, he had a score 258L (Beginning of Grade 1 Equivalency) and his most recent assessment shows a score of 666L (Middle of Grade 3 equivalency). Has improved his identification and encoding of closed syllables. NM has also improved the accuracy with which he reads vowel pairs and non-regular vowel sounds.

	21/22 School Year	22/23 School Year
Encoding Closed Syllables	68%	92%
Encoding Vowel Pairs	65%	81%

Case Study: 11th Grade Student, Alternative HS



Case Study

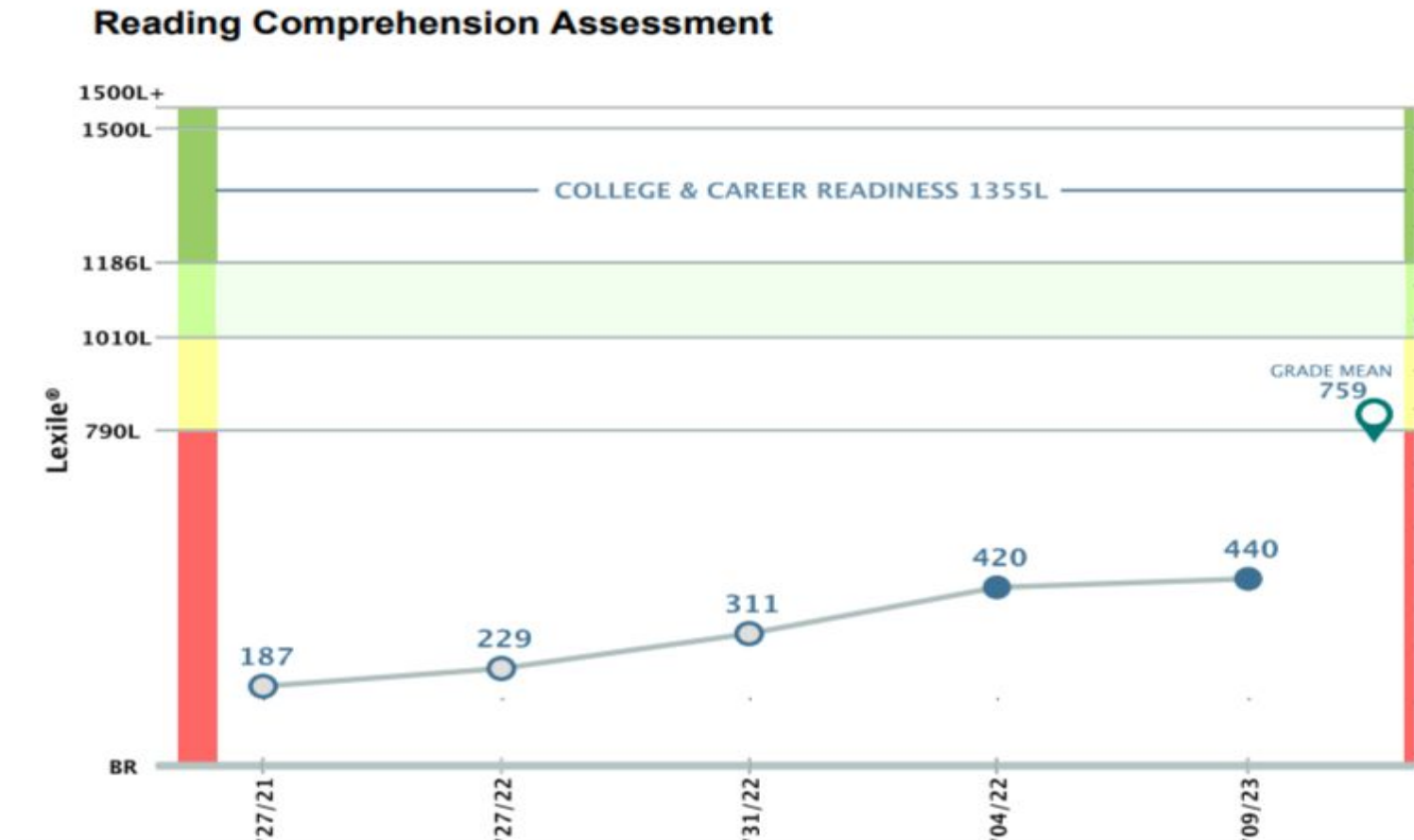
8th Grade Student, Alternative MS

Previous session: 1st Grade, 311 Lexiles

Current session: 2nd Grade, 440 Lexiles

	21/22 School Year	22/23 School Year
Decoding Words with Open Syllable	67% Accuracy	87% Accuracy
Multisyllabic Words w/ Multiple Syllable Types	Errors on 75% of words	Errors on 51% of words

Case Study: 8th Grade Student, Alternative MS



Average Growth by Program

H.S. - Site 1 2 3 Valley Collaborative	941	958	17	
--	-----	-----	----	--

Our high schoolers went up an average of 17 Lexiles during the school year.

Growth by Grade Level

Grade	FIRST TEST SCORE (AVG.) IN SELECTED TIME PERIOD	LAST TEST SCORE (AVG.) IN SELECTED TIME PERIOD	PERFORMANCE STANDARD	
10	948	988	40	
11	1,025	1,066	41	
6	506	590	84	

- 10th and 11th graders- up by an average of approx. 40 points from their first assessment.
- 6th graders- up an average of 84 points from their first assessment.

Proficiency Growth Report

Valley Collaborative (80 total students)

PERFORMANCE STANDARD	FIRST TEST IN TIME PERIOD		LAST TEST IN TIME PERIOD	
	STUDENTS	PERCENTAGE OF STUDENTS	STUDENTS	PERCENTAGE OF STUDENTS
Advanced	7	9% 	7	9% 
Proficient	13	16% 	19	24% 
Basic	22	28% 	15	19% 
Below Basic	38	48% 	39	49% 

This graph shows that, out of 80 students, we have had 6 students who moved from “Basic” to “Proficient”. Our “Advanced” subcategory also showed no regression over the course of the school year.

Alternative MS Library

- 64 chapter books
- 42 graphic novels
- 7 poetry books
- 13 non-fiction books
- 19 sports books



Valley MS & HS Sports

- 18 students played in the G.B.B.L. Basketball League
- G.B.B.L. Middle School team took 1st Place
- 104 students from Transitional MS & HS participated in Special Olympics

Induction/Mentor Program

- 21 mentors
- 37 mentees

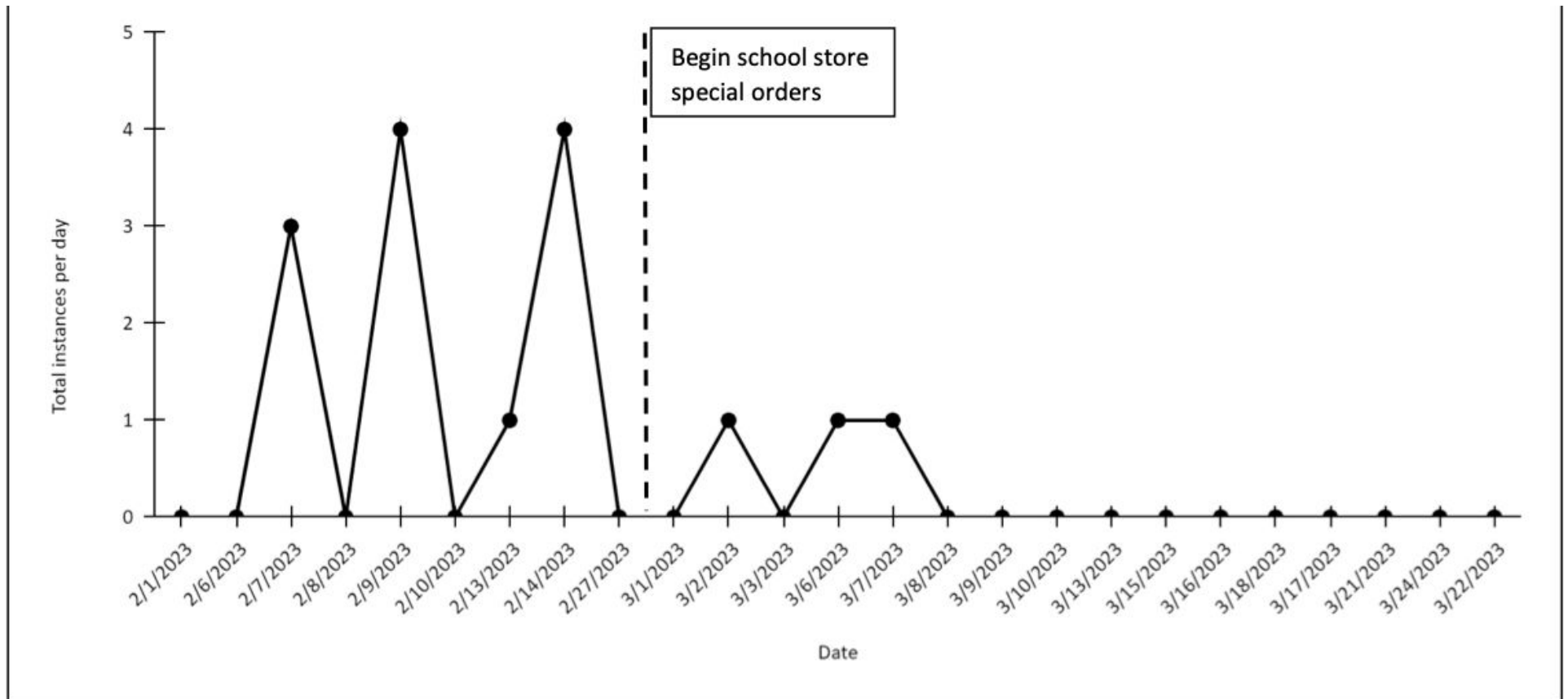


Valley's School Store

- Each dojo point is worth 25 cents
- Students have the opportunity to earn up to 16 points per day which is equivalent to \$2.00.
- Popular items include sports gear, headphones, Pokémon cards, Gatorade, and Valley gear.
- School store items range in price from \$0.25-\$50.00.



Decrease in challenging behavior due to PBIS



Transitional High School Vocational Programming

- 30 (avg.) students go to work each day
- 5 students work at independent internships
- 19 different work sites
- Valley students deliver approximately 40 meals per week for the Meals on Wheels program at Chelmsford Senior Center

Technology Additions

- 50 Monitors
- 17 ClearTouch displays
- 6 Charging Carts
- 7 Samsung TVs
- 30 iPads (Organization-wide)
- Self-password reset software was implemented organization-wide

Nursing

Department of Public Health Mandated Screenings:

- 101 Vision and Hearing Screenings
- 75 Postural Screenings
- 65 BMI Screenings

Food Services

- 240 turkey dinners were served this past Thanksgiving at the elementary, middle, and high school programs.

The Wish Project

- 75 backpacks with school supplies were distributed
- 100 families received gifts for the holiday season
- 100 Mother's Day bags with self-care items were distributed



2023 School Trip Nashville & Memphis TN

- 5 days, 4 nights
- 2,645 miles traveled by plane and car
- Over \$8,000 in funds raised
- 24 students and adults
- 6 staff chaperones
- The National Civil Rights Museum, Grand Ole Opry, Country Music Hall of Fame, Sun Records, and Graceland were among the favorite stops



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 14, 2023
Re: Annual Approval of the Today & Tomorrow Program Handbook and Policies & Procedures Manual

The Board of Directors approves the Today & Tomorrow Program Handbook and Policies & Procedures Manual annually as it does the Student & Family Handbook and Policies & Procedures Manual. This year, there is one addition to the handbook as a result of the most recent QUEST audit. The Introduction was revised (see below) and a Disclosure Form was included that states the obvious – the clients that participate in the DDS program are not employees at Valley Collaborative but rather “worker trainees in a program run by a public institution.”

INTRODUCTION

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. Guardians and Individuals are required to sign the Individual/Guardian Acknowledgement of Receipt of the Today & Tomorrow Program Handbook & Policies and Procedures Manual and return it to the Director of DDS Services.

Valley Collaborative's Today and Tomorrow Program provides individuals the opportunity to be “Worker Trainees” within the Group Supported Employment model. For the purposes of this Handbook, the word “Individual” shall mean the Today & Tomorrow Program participant referred to Valley Collaborative Adult Services Department by a Health and Human Services Agency.

By enrolling in Valley Collaborative's Today and Tomorrow Program, individuals will have the opportunity to work in a group supported employment setting as a “Worker Trainee” supported by Valley Collaborative staff and to earn a stipend equivalent to the hourly minimum wage in Massachusetts. Also, and as defined by the Massachusetts Department of Unemployment Assistance, individuals may not be eligible for unemployment benefits if the only source of employment is from working as a worker trainee in a program run by a nonprofit or public institution (i.e. Valley Collaborative).

Individuals enrolled in the Today and Tomorrow Program are not an employee of Valley Collaborative, or any other organization where they participate in Group Supported Employment. As such, individuals will not receive the employee benefit package offered by Valley Collaborative or the businesses where they participate in Group Supported Employment as a worker trainee program does not meet the eligibility requirements of employment. As such, “Worker Trainees” are not eligible for employee benefits such as paid leave, holiday pay, vacation time, workers compensation, unemployment insurance, state pension, etc.



Adult Programming

11 Executive Park Drive, N. Billerica, MA 01862 | Tel: (978) 528-7826 | www.valleycollaborative.org

DDS Program Worker Trainee Disclosure Form

Valley Collaborative's Today and Tomorrow Program provides individuals the opportunity to be "Worker Trainees" within the Group Supported Employment model.

By enrolling in Valley Collaborative's Today and Tomorrow Program, I understand I will have the opportunity to work in a group supported employment setting as a "Worker Trainee" supported by Valley Collaborative staff and to earn a stipend equivalent to the hourly minimum wage in Massachusetts. Also, and as defined by the Massachusetts Department of Unemployment Assistance, individuals may not be eligible for unemployment benefits if the only source of employment is from working as a worker trainee in a program run by a nonprofit or public institution (i.e. Valley Collaborative).

By signing this form, I understand that being enrolled in the Today and Tomorrow Program does not make me an employee of Valley Collaborative, or any other organization where I participate in Group Supported Employment. I have been made aware that I will not receive the employee benefit package offered by Valley Collaborative or the businesses where I participate in Group Supported Employment as my worker trainee program does not meet the eligibility requirements of employment. As such, "Worker Trainees" are not eligible for employee benefits such as paid leave, holiday pay, vacation time, workers compensation, unemployment insurance, state pension, etc.

Name: _____ Date: _____

Signature: _____

If applicable, Guardian Signature: _____

Required Action:

Vote Today & Tomorrow Program Handbook and Policies & Procedures Manual

Attachments:

Today & Tomorrow Program Handbook and Policies & Procedures Manual



Today & Tomorrow Program Handbook and Policies & Procedures Manual

11 Executive Park Drive
North Billerica, MA 01862
www.valleycollaborative.org
Tel: (978) 528-7826
Fax (978) 663-0759

*Updated and Approved by the Board of Directors of Valley Collaborative on September 14, 2023.

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Appendix A: Individual Binder Contents

Appendix B: Admissions Checklist

Appendix C: Work Site Dress Code

Appendix D: Health Services Manual

Appendix E: ISP Timeline

Appendix F: Assessment of Functional Living Skills

Appendix G: Person Centered Plan

Appendix H: DDS Program Worker Trainee Disclosure Form

INTRODUCTION

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Individuals enrolled in the Today and Tomorrow Program are not an employee of Valley Collaborative, or any other organization where they participate in Group Supported Employment. As such, individuals will not receive the employee benefit package offered by Valley Collaborative or the businesses where they participate in Group Supported Employment as a worker trainee program does not meet the eligibility requirements of employment. As such, "Worker Trainees" are not eligible for employee benefits such as paid leave, holiday pay, vacation time, workers compensation, unemployment insurance, state pension, etc.

About the Collaborative

Valley Collaborative is operated by the following school districts: Billerica, Chelmsford, Dracut, Groton-Dunstable Regional, Nashoba Valley Technical High School, North Middlesex Regional, Tewksbury, Tyngsborough, and Westford.

The Collaborative is a Massachusetts Department of Elementary and Secondary Education (DESE) approved public school entity and a contracted provider of services for the Executive Office of Health and Human Services (EOHHS) that provides high quality academic, transitional, vocational, and community inclusion services.

The Collaborative's Today & Tomorrow Programs offer opportunities for Individuals to work in the community with supports funded through Department of Developmental Services, Massachusetts Rehabilitation Commission, and Massachusetts Commission for the Blind.

Mission Statement

The mission of the Valley Collaborative Adult Services Department is to empower Individuals to navigate confidently and with optimal independence in their community by promoting lifelong learning and self-direction of services.

Vision Statement

Valley Collaborative partners with families, districts, and the community to provide innovative programming that empowers Individuals and adults to discover their individual strengths, interests, and abilities. In doing so, Individuals become responsible contributing members of society.



2023 - 2024 Calendar

Adult Services
Today & Tomorrow Program

July 2023						
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

August 2023						
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
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September 2023						
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October 2023						
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November 2023						
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December 2023						
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24/31	25	26	27	28	29	30

January 2024						
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28	29	30	31			

February 2024						
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25	26	27	28	29		

March 2024						
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April 2024						
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28	29	30				

May 2024						
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June 2024						
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16	17	18	19	20	21	22
23/30	24/31	25	26	27	28	29

	Professional Development Day All Staff - No Today & Tomorrow Program
	Holiday/Break - No Today & Tomorrow Program
	Early Release - 11:00am
	Board of Directors Meeting (Regular School Day for Staff and Students)

240 Total Program Days

2023 - 2024 PROGRAM YEAR

List of Holidays or Closings

July 4, 2023	Fourth of July
September 4, 2023	Labor Day
September 5, 2023	Professional Development Day
October 9, 2023	Columbus Day
November 10, 2023	Veterans Day
November 22, 2023	Half Day
November 23 - 24, 2023	Thanksgiving Break
Dec. 22, 2023 - January 2, 2024	Winter Break
January 15, 2024	Martin Luther King Day
February 19, 2024	Presidents Day
March 29, 2024	Good Friday
April 15, 2024	Patriots' Day
May 27, 2024	Memorial Day
June 19, 2024	Juneteenth

GENERAL PROGRAM POLICIES AND PROCEDURES

Program Closing Announcements

On occasion, the Collaborative may need to close programing because of bad weather or an emergency situation. Announcements for Program cancellations, delayed openings, and early release will be made on: AM radio - WBZ (1030); local television channels; the Collaborative website: www.valleycollaborative.org.

Program Closings

In the event of inclement weather or an emergency, the Today & Tomorrow Program will be closed.

- 40 Linnell Circle, Billerica, MA
- 11 Executive Park Drive, North Billerica, MA

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 Individuals early for the sake of safety.

NOTE: Individuals/Guardians should make sure that a current emergency form with proper emergency contact information, including the contact information of alternative caretakers is on file with the Program Nurse.

Observation Policy

The goal of this observation policy is to allow a guardian, consultant to the Program, or evaluator to observe an Individual or Program in order to gain the information the observer is seeking with as little disruption as possible to the Individuals, staff, and Program.

Program Visitor Procedures

While the Today & Tomorrow Program encourages the involvement of guardians and community members in the services provided to Individuals, the Program has a duty to protect the safety and confidentiality of its Individuals, as well as to ensure that their Program Services are not 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 Individuals.

All visitors to the Program must report to the Program Coordinator/Program Nurse immediately upon entering the building. All visitors must sign in, noting the time of their arrival and identifying the purpose of their visit. The Program Coordinator/Program Nurse will designate a staff member to escort visitors to their appropriate destination.

All visitors must sign out, noting the time of their departures. Visitors may not proceed to any areas of the building other than the designated locations of their meetings, visits, or observations.

Release of Individual Other than Guardian

The Today & Tomorrow Program will not allow anyone other than the Individual/guardian to dismiss from the Program without prior notification. If a guardian wants a relative, friend, or care provider to pick up an Individual from the Program, the guardian must give permission to the Director of DDS Services. If a guardian calls, the Program must verify that it was

the guardian making the call. The Individual must be signed out by the guardian/relative/provider before the Program will release the Individual.

Attendance Policy

Regular attendance is vital in order for Program Services to be delivered in a meaningful and consistent manner. The Today & Tomorrow Program requires Individuals maintain an attendance rate of at least 90% throughout the Program year. This translates into a maximum of 24 annual absences, albeit for vacation, illness, or personal reasons.

Attendance dropping below 90%; that is not the result of hospitalization, may result in removal from the Program.

As per our health policy, any absences due to illness lasting 3 or more consecutive days require a doctor's note before returning to the Program.

Whole Program or Community Emergencies

There may be instances where there is a disaster or community emergency. In such instances, the Program will work to reunite guardians/group home managers/parents with Individuals if the Program 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 Today & Tomorrow Program, and Individuals and staff may not be allowed to leave until local authorities have deemed it safe to do so.

Emergency Evacuation Safety Plan

The Today & Tomorrow Program will develop and ensure that staff are familiar with emergency procedures, including the emergency evacuation safety plan for their building. During an evacuation, the priority is to get all Individuals out of the building in an orderly, prompt, and safe manner. Staff should make arrangements in advance with the Program Coordinator (or designee) to provide additional assistance for the evacuation of any Individual requiring such assistance.

The Today & Tomorrow Program Emergency Evacuation Safety Plan includes the following procedures:

- Every two years the plan is reviewed in the location that affects safe evacuation;
- When existing evacuation plans are no longer effective or changes are proposed, the plan is updated and sent to DDS Area Director(s);
- A minimum of 2 evacuation drills are conducted by the Program 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 Individuals understand the nature of the drills;
- Special provisions for the evacuation of any mobility-impaired Individual;
- Identification of the location of emergency information for Individuals to be taken during an evacuation;
- A written log of each evacuation drill report sheet that includes date, time elapsed, participants (Individuals and staff), witnesses, etc.

Written Notification and Communication

The Today & Tomorrow Program staff welcomes and encourages communication between program and home.

The Director of DDS Services or his/her designee has the responsibility of notification and communication with Individuals, families, state agencies, and stakeholders. Such persons include the Program Coordinators and Program Nurse. The following is a guideline for delegation of collaboration and communication:

Program Nurse: Distribution of reports; scheduling meetings; distribution of attendance records; and medical emergency, injury or hospitalization; Today & Tomorrow Program related issues; medical emergency, injury or hospitalization; and behavior implementation plans/functional behavioral assessments; filing of an incident or DPPC report.

Program Coordinator: Distribution of reports; scheduling meetings; distribution of attendance records; ISP implementation, development, updates; and progress reports; behavior implementation plans/functional behavioral assessments; filing of an incident or DPPC report.

Case Manager: Distribution of reports; scheduling meetings; distribution of attendance records; ISP implementation, development, updates; and progress reports; behavior implementation plans/functional behavioral assessments; filing of an incident or DPPC report.

Director of DDS Services: Today & Tomorrow Program related updates; behavior implementation plans/functional and safety assessments; filing of an incident or DPPC report.

Director of DDS Services/Executive Director: Medical Emergency, injury or hospitalization and death of an Individual.

Individual Records

115 CMR 4.00 governs the creation, maintenance and destruction of, and access to, records relating to services and supports provided, purchased, or arranged for the Individuals by the Department of Developmental Disabilities and shall apply to all programs and services or supports which are operated, licensed, certified, or contracted by the Department.

Valley Collaborative maintains legal and Program Services binders for all Individuals in the Today & Tomorrow Program. Please see Appendices A and B.

Per 115 CMR 4.03 and 4.04 Individual records will consist of the following:

- Identifying Information including but not limited to Individual's full name, Social Security number, religious preference (if disclosed voluntarily), language, health and insurance information, identification of family and/or guardians including addresses and phone number(s), legal competency status including guardianship documents, a list of providers current and from previous 2 years, and employment history.
- Emergency Information including but not limited to a photograph taken within 5 years after age 18 and/or marked change in Individual's appearance, name (including nicknames), age, general physical characteristics, contact information of legal guardian, emergency contact information, health insurance information, relevant abilities and behavior characteristics, list of allergies and medications, pattern of movement (if lost previously), likely response to search efforts, places frequented, physician(s) information, contact information for service coordinator and other providers if applicable.
- Current assessment reports
- ISP
- Medical Information including recent physical and dental exams, special diet, record of medical protocols

- including occurrence log, and list of health conditions requiring ongoing management
- Incident Reports
- Behavior Modification Plans
- Referral/Transfer Information
- Record Access Log
- Progress Notes
- Medication Information
- Human Rights Trainings

Access to Individual Records

The following Program personnel are authorized to access Individual records:

- Program administrators
- Direct service personnel
- Administrative office staff
- Clerical personnel
- Evaluation team which evaluates an Individual

Authorized Program personnel are permitted access to the records of the Individuals to whom they are providing services in order to perform their official duties. The consent of the eligible Individual or the guardian is not necessary.

A log of access is to be kept as part of each Individual's record. If parts of the Individual's 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 Individual 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

4.06: Access to Records and Record Privacy

(1) Access or Inspection by the Individual, Guardian, or Representative.

(a) The Individual, guardian, designated representative, or other legally authorized representative shall be permitted to inspect and copy the Individual's records upon request. Legally authorized representatives shall be permitted to inspect and copy on request only those records relevant to those matters within their authority.

(b) When necessary for the understanding of the Individual, guardian, or representative, the staff shall read or interpret the record.

(2) Inspection by Other Persons. Records of an Individual shall be private and not open to inspection by third parties, other than those in 115 CMR 4.06(1)), except as provided in 115 CMR 4.06(2).

(a) Records shall be open to inspection by a third party upon informed consent by the Individual or guardian:

-Before consent is obtained, the Individual or guardian shall be afforded an opportunity to examine the records to be released, and shall be provided with the name of the recipient, possible uses of the information, and possible risks and benefits of, and alternatives to disclosure.

-A record of such authorization shall be included in the Individual's record.

(b) Records of an Individual shall be open to inspection upon proper judicial order. For the purpose of 115 CMR 4.06(2)(b), the term "proper judicial order" shall mean an order signed by a justice or special justice of a court of competent jurisdiction.

(c) The head of the provider or a designee shall provide access to an Individual's record by:

-Provider staff, as necessary and appropriate, including the human rights officer and associated professional consultants providing habilitation services and supports to the Individual;

-Persons authorized by the Department to monitor the quality of services and supports offered to the Individual, including the human rights committee;

-Persons approved by the Department and authorized under Department regulations to engage in research;

-Agencies which require specified information as a prerequisite for third party reimbursement of essential service;

-Department investigators appointed to conduct an investigation pursuant to 115 CMR 9.00 or M.G.L. c. 19C;

-Agencies or attorneys who are authorized by statute, by court decision, or by the Department to represent, advocate for, or protect the legal rights of the Individual.

(d) Where the Individual is legally competent, but not capable in fact of making a knowing decision concerning the release of records, the head of the provider or a designee may authorize, where necessary and appropriate, inspection of records by persons likely to further the habilitation of the Individual, including:

-Staff of providers proposed to provide habilitation services to the Individual in the near future;

-Insurers, trustees, and other persons through whom financial or legal assistance is or may be available.

(e) The head of the provider or a designee may make records available, as necessary and appropriate, to a physician who requests such records in the treatment of a medical emergency; provided, however, that the Individual and any guardian are given notice of the access as soon as possible.

(f) The provisions of 115 CMR 4.06(2)(a) through (e) notwithstanding, the Commissioner or the Commissioner's written designee may authorize access to Individual records when deemed in the best interest of an Individual or Individuals served by the Department.

(g) The Commissioner may authorize access to Individual records by attorneys representing the Department when necessary to the defense of specific legal claims brought by, concerning, or on behalf of the Individual against the Commonwealth, the Department, or its agents or employees.

(3) Restrictions on Scope of Access. Where the head of the provider or a designee authorizes release of the records, every precaution shall be taken to protect the confidentiality of the Individual.

(a) The head of the provider or a designee shall, wherever possible, set reasonable restrictions on access to a person's records by ascertaining from the area office director the persons who may inspect the record and the permitted uses to be made of the record, specifying the duration of time that the record may be held, and setting any other restrictions that will serve to protect the confidentiality of the record.

(b) Only those records which are necessary to meet the legitimate purposes of the requesting person(s) shall be released, and, whenever possible, the name or personal identifying information of the Individual shall be withheld.

(c) A listing shall be kept of every person or organization, other than those identified in 115 CMR 4.06(1) and 4.06(2)(c)1., given access to the Individual's records, the uses to be made of that information, a brief description of the information which has been released, and the person authorizing access. A list of such accesses shall be made available to the Individual, guardian, designated representative, legally authorized representative, and the human rights committee, upon request.

(d) The Individual, guardian, designated representative, or legally authorized representative of the Individual may challenge a decision to permit access to a record by filing a complaint with the head of the provider in accordance with the Department's regulations on investigations, 115 CMR 9.00. The provider shall promptly send a copy of this complaint to the human rights committee. Once a complaint is filed to challenge access to a record, no records which are the subject of the complaint shall be further disclosed to the person(s) or organization(s) involved until the complaint is resolved.

(e) An Individual or guardian shall be informed of a subpoena or court order commanding production of an Individual's records in a court or agency proceeding, and of the Individual's right to request the court to quash or modify the subpoena or order on the grounds that it is unreasonable or oppressive, or on any other grounds permitted by law.

(4) Accuracy of Information. The record maintained by the provider and area office shall contain accurate, complete, timely, and relevant information, consistent with the requirements of 115 CMR.

(a) If an Individual or guardian believes that the record contains inaccurate or misleading information, or objects to the collection of information or its use, he or she may file a complaint with the head of the provider. If the Individual or guardian seeks to challenge the decision made at this level, or if the complaint concerns information contained in the records at the office of the case management team, a complaint may be filed with the Department. A copy of this complaint shall be sent promptly to the human rights committee.

(b) If an Individual or guardian believes that the record contains inaccurate or misleading information, he or she may prepare a statement of disagreement, with assistance if requested, which shall be entered into the record.

(5) Disclosure of Existence of Record. The provider shall inform an Individual, guardian, or designated or legal representative, upon request, whether the Individual is the subject of a record system maintained by the provider.

Privacy and Security of Individual 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 Individual records in accordance with federal and state requirements.

Records for Individuals No Longer Enrolled

The Program Coordinators will keep the Individual records for a minimum of three years from the Individual's exit date from the Program.

The Director of DDS Services is responsible for the ongoing process of identifying documents that have met the required retention period and overseeing their destruction.

Per 115 CMR 4.07 (b) and (c) the last three years of the Individual's record will be made available to the Department of Developmental Services.

*For full and complete regulations please see 115 CMR 4.00: RECORDS Section

Reporting Abuse and Neglect – Disabled Persons Protection Commission

As mandated reporters, Collaborative employees are required to file a complaint per 115 CMR 9.00 guidelines when there is believed to be a non-frivolous allegation of mistreatment, an illegal, dangerous, or inhumane condition or incident, or a

medicolegal death of an Individual. It is also mandated to file a report with DPPC under M.G.L 19C if there is reason to believe serious harm either physical or emotional has been inflicted to an Individual.

Immediate Notification

In the event of a serious or unusual incident occurring, 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 Individual's 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 addition to the Executive Director, the Director of DDS Services will notify the appropriate state agencies.

- Death of an Individual
- Filing of a DPPC report or a complaint to the Disabled Persons Protection Commission against the Program or a Program staff member for abuse or neglect of an Individual
- Any action taken by a federal, state or local agency that might jeopardize the Program's approval with the Department
- Any legal proceeding brought against the Program or its employee(s) arising out of circumstances related to the care or education of any of its Individuals regardless of state of residency
- Unexpected hospital visit
- Motor vehicle accident during transport by Program staff
- Individual runaway/leaving Program property without notification/permission
- Significant behavioral incident
- Fire
- Theft
- Criminal activity
- Victim of physical altercation
- Property damage
- Suicide attempt
- Emergency termination of an Individual under circumstances in which the Individual presents a clear and present threat to the health and safety of him/herself or others
- Medical/psychiatric intervention not requiring a hospital visit

Guardian Consent and Notification

The Program collects consents for a variety of activities and protocols, including emergency medical treatment, medication administration, community outings, Program events, photographs and publicity.

Once a newly referred Individual is accepted for participation in the Program, the start date is not finalized until all consents and medical forms are returned by the Individuals/guardians.

Per fiscal year, a packet of consent forms which are included in the Appendix will need to be returned to the Program Nurse. If the consents have not been received within 30 days, the Program Nurse will notify the Individual/guardian and participation may be interrupted until completed consent forms are returned.

Change of Legal Status

If staff is notified of a change of legal status, the Director of DDS Services will:

- Request a copy of official court documents.
- Enter official court documents into the Individual's Record, including restraining orders or other legal judgments.
- Notify the appropriate staff involved in the care and education of the Individual.
- In the event that a non-custodial Individual attempts to violate a court order and attempts access to an Individual, the Director of DDS Services is to be notified immediately.

Complaints and Grievances

In the event differences of opinion or conflicts arise between Valley Collaborative and the Individuals and families we support a formal conflict resolution model specific to Individuals being served will be established:

Step 1

- Attempted resolution through communication between the Individual/guardian with the Program Coordinator of Adult Services. Area Office Staff will be notified and included if they so choose.
- A summary of meeting and outcome will be made available to all participants. If resolution is agreed upon, it will be included in said summary.

Step 2

- If conflict is not resolved at Step 1 the Individual/guardian can escalate the issue to the Director of DDS Services. Area Office Staff will be notified and included if they so choose.
- The Director of DDS Services can enter into mediation with the Individual/guardian.
- A summary of meeting and outcome will be made available to all participants. If resolution is agreed upon, it will be included in said summary.

Step 3

- If conflict is not resolved at Step 2 either the Individual/guardian and/or the Director of DDS Services can escalate the matter to the Valley Collaborative Executive Director and Senior Level Area Office Staff would be notified and included in the attempt at resolution.
- A summary of meeting and outcome will be made available to all participants. If resolution is agreed upon, it will be included in said summary.

Valley Collaborative recognizes that from time to time an Individual/guardian may choose to work with another provider and supports their choice to do so. If at any time an Individual seeks to leave the Collaborative family, Valley is committed to a smooth transition and uninterrupted services for that individual. Valley will work closely with the Individual and the local area office to make the changes as stress free and seamless as possible for all those involved.

Program Oversight-DDS

The Collaborative is responsible to ensure that the Individual's ISP is being appropriately implemented and that the service delivery is aimed at assisting the Individual to meet the goals identified within the Individual's ISP, and welcomes site visits for Program monitoring. Program visits by external support staff are documented in each Individuals' access log. Any person either internal or external requesting access to an Individual's binder must provide the proper documentation prior to access. The Collaborative ensures that instructional groupings do not exceed the applicable guidelines per 115 CMR of Individual to staff ratio and intensity level.

Individual Referral and Admissions

Prior to Individual placement in a Collaborative Program, DDS will forward a comprehensive referral packet to the Program in which the Individual's enrollment is to be considered. Upon receipt, the Director of DDS Services or his/her designee will work with the Service Coordinator to schedule a site visit and intake meeting with the guardians at which time detailed information about the Program will be discussed. Such information will include the Collaborative's services and policies.

The Director of DDS Services or his/her designee will also conduct a tour of the Program in which the Individual would be placed. Prior to enrollment, an Admissions Packet will need to be filled out by the Individual/guardian. Please see Appendix B.

Placement Meeting

Upon acceptance to a Collaborative Program, the Service Coordinator may schedule a Team Meeting. Team participants will include: the Individual, guardian(s), Service Coordinator, Director of DDS Services or his/her designee, external support staff working with the Individual, designee of any district/agency cost sharing the placement (if applicable), and any other persons determined appropriate by members of the team.

Service Agreements

It is the responsibility of the state agency to enter into service agreements with the Collaborative Program in which an Individual is being placed. In each service agreement, the Collaborative will provide the following assurances:

Assurances on the part of the Collaborative that the Program will comply with all elements of the ISP (Individual Service Plan) for the Individual and shall provide, in writing, to state agency detailed documentation of such compliance through completion of required Individual Progress Reports.

1. The Today & Tomorrow Program shall allow state agency to conduct announced and unannounced site visits and to review all documents and Program.
2. The Today & Tomorrow Program shall afford all applicable legal requirements of the regulations and applicable policy statements and directives issued by both federal and state health and human service agencies.

The Today & Tomorrow Program assures the state agencies that it does not deny an Individual access to its programs or services on the grounds of race, color, age, disability, gender, gender identity, religion, national origin, or sexual orientation.

INDIVIDUAL POLICIES: RIGHTS AND RESPONSIBILITIES OF INDIVIDUALS AND GUARDIANS 115 CMR 5.03 and 5.04

Rights of Individuals

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

Individuals have the right to:

Receive services and supports provided in a manner that promotes:

- Human Dignity
- Humane and adequate care and treatment
- Self-determination and freedom of choice to the Individual's fullest capability

- The opportunity to live and receive services or supports in the least restrictive and most typical setting possible
- The opportunity to undergo typical developmental experiences, even though such experiences may entail an element of risk; provided however, that the Individual's safety and well-being shall not be unreasonably jeopardized
- The opportunity to engage in activities and styles of living which encourage and maintain the integration of the Individual in the community
- The right to communicate
- The right to be protected from private and commercial exploitation
- The right to be visited and to visit others under circumstances that are conducive to friendships
- The right to enjoy basic goods and services without threat of denial or delay for any purpose by providers
- The right to reasonable expectation of privacy
- The right to decline any service or support
- Physical safety and protection of personal property
- Safe buildings, sanitary facilities, and available drinkable water. Individuals have the right to use Program supplies and facilities and work in a clean, organized environment
- Respect from staff 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
- Consulting with staff and anyone else connected with their Program if they so desire at appropriate times
- Expressing their opinions and feelings

Responsibilities of Individuals

While it is not possible to list all Individual responsibilities, Individuals who consistently behave in accordance with the following list of broad responsibilities will be in compliance with the rules of the Program.

Individuals have the responsibility to:

- Respect the rights of all persons.
- Respect the diversity of staff and Individuals in the Collaborative with regard to race, color, ethnicity, national origin, religion, sex, marriage, pregnancy, guardianship, sexual orientation, gender identity, primary language, handicap, special needs, age, and economic class.
- Contribute to the maintenance of a safe and positive environment.
- Exercise the highest degree of professionalism in observing and adhering to rules and regulations.
- Recognize that responsibility is inherent in the exercise of every right.
- Comply with Program service definitions as set forth by DDS.

Individual Code of Conduct

Nondiscrimination, Civil Rights, and Due Process

The Collaborative is committed to maintaining an environment where bigotry and intolerance, including discrimination on the basis of race, color, national origin, sex, sexual orientation, gender, gender identity, religious beliefs, disability, or age have no place; and where any form of coercion or harassment that insults the dignity of others and creates an intimidating, threatening, or abusive 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 Program grounds, at Program or Collaborative related activities, or traveling to or from Collaborative Program related activities.

Prohibited Conduct

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

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 identify, sexual orientation, disability, or age.

Discrimination: The unequal treatment of others based on race, color, national origin, ethnicity, religion, sex, sexual orientation, disability, or age.

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 program environment, or substantially interfere with the progress of an Individual's services.

Sexual Harassment: Physical or verbal conduct of a sexual nature, not limited to but including sexual advances, which foster a hostile environment for the victim, sexual assault, and rape.

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.

Hostile Environment: Subjecting another Individual to threats, intimidation, or coercion that is/are sufficiently severe, persistent, or pervasive so as to interfere with or limit an Individual's ability to participate in or benefit from the Collaborative's programs or activities or place the Individual in reasonable fear for his or her safety. Whether a Program environment has become hostile must be evaluated based on the totality of the circumstances. A hostile environment does not necessarily entail that an Individual exhibits quantifiable harm.

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.

Retaliation: Retaliating in any way against another Individual for complaining of conduct prohibited under this policy.

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 Individuals and staff can enjoy a safe, non-threatening educational and working environment. Program administrators will thoroughly investigate all instances of violation and take 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 Director of DDS Services and the applicable Program Coordinator 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 incident of harassment.

Procedures for Responding to and Investigating Incidents

All instances of civil rights violations, witnessed or suspected, must be reported to the Program Coordinator or Director of DDS Services.

Any Individual coming forward to report a civil rights violation he or she has experienced will be directed to the Program Coordinator or Director of DDS Services, following any emergency needs being attended to.

Consideration will be given to whether any immediate or interim steps are necessary to ensure the safety of and avert retaliation of the complainant.

- The investigation must determine whether a civil rights violation has in fact occurred.
- The investigation must include preservation and gathering of evidence from the scene of an incident. For example, bias-related notes will be copied.
- The investigation will include interviewing victims and witnesses as soon as possible, as well as others who may have relevant knowledge.
- The investigation may include other methods and documents deemed relevant and useful.
- All interviews and evidence should be carefully evaluated for the presence of bias indicators that would characterize the matter as a civil rights violation.
- The investigation will conclude with a finding as to whether a civil rights violation has or has not occurred.

Consequences for Civil Rights Violations

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 Program Coordinator or his/her designee. Such instances may warrant counseling, diversity awareness training, separating offender and victim, guardian conferences, and/or special Program assignments.

Disciplinary Action: Disciplinary actions will be taken toward the goal of eliminating the offending conduct, preventing recurrence, and reestablishing a Program environment conducive for the violator to learn. Violations of civil rights of Individuals or staff may result in sanctions including suspension, emergency termination of enrollment, and expulsion for Individuals and suspension, depending on the severity of the infraction.

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 his/her 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 Program 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, Individuals and guardians. Staff will receive training relevant to this policy annually during staff orientation. Individuals and guardians 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.

Individual Guidelines

Attendance and Tardiness: Individuals are encouraged to attend the Program on all days and on time. The Individual or caretaker are expected to let staff know prior to 6:00 A M if an Individual will not be attending the Program that day, or will be tardy/dismissed. Individuals/Guardians are to call the Program Dispatcher at 978-799-7358 for Individuals who will not be using Collaborative transportation for that day. If an individual is absent or tardy and no phone call is made, a call will be made to the individual's home. Individuals who are tardy will be allowed to join the Program day as long as they arrive before 11:00AM. Individuals leaving the Program early will be allowed to do so as long as it is after 11:00AM. This policy may be adjusted based on unforeseen medical needs. Excessive unscheduled absences, dismissals, and tardiness are unacceptable.

Appropriate Language: Collaborative Individuals are encouraged to behave in a professional manner which includes refraining from swearing, making rude comments or inappropriate noises, or using inappropriate voice levels.

Appropriate Dress: Individuals are expected to wear appropriate clothes for the Program or work. Individuals should adhere to the dress code of their work site(s). Please refer to Appendix C for specific work site dress code.

Transportation: The Collaborative provides transportation for many Individuals in the Today & Tomorrow Program. Service Coordinators are responsible to contract for the transportation of Individuals to/from the Program/home each day. Individuals cannot be driven to the Program or picked up from the Program without permission from an authorized representative. Individuals/Guardians are to call the Program Dispatcher at 978-799-7358 for Individuals who will not be using Collaborative transportation for that day. Individuals will only be permitted to be transported by those people the guardian has indicated are appropriate (See Release of Individuals to Adults Other than Guardians).

Appropriate Conduct: Individuals are expected to behave in an appropriate manner exhibiting respect for themselves and others at all times while in the Program or participating in Collaborative Programs or activities.

Personal Property: The Collaborative strongly encourages that Individuals do not bring valuable items to the Program. If the personal property of an Individual causes disruption while at the Program, the Collaborative may take the property away from the Individual. The Collaborative will make every effort to return all personal property to the Individual or guardian. However, the Collaborative is not responsible for lost or stolen property or compensating Individuals or guardians for value of such property.

Drugs or Alcohol: No drugs or alcohol are permitted in the Program or on the Program grounds, and Individuals are not permitted to come to the Program 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.

Smoking and Tobacco: The use of any tobacco products is prohibited within the Collaborative Program buildings, the Program facilities, on the Program grounds, or on Collaborative vehicles by any Individual, including Program personnel.

Theft and Vandalism: Individuals are prohibited from stealing, vandalizing, or destroying the property of others, including property belonging to the Collaborative or its staff, faculty, Individuals, guardians, volunteers, and visitors. Program pride is enhanced by a well maintained and clean building. The Collaborative hopes that all Individuals will share in this belief. Individuals involved in theft, vandalism, graffiti, destruction of property, or arson will be required to reimburse the Program for the materials and labor necessary to fix any damage they cause, and will be subject to appropriate disciplinary action, up to or including suspension, emergency termination, and legal action.

Weapons: The Collaborative strictly prohibits the possession of all weapons in the Program, on Program grounds, Program buses, or at any Program functions. All knives, handguns, rifles, shotguns, other fire arms, explosives, incendiary devices, and other weapons are forbidden. If an Individual is found to be in possession of such an object, the weapon will be confiscated and the police will also be contacted.

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 the Program, the Collaborative, or Collaborative related activities. All threats of violence or physical attack will be taken seriously by the Collaborative.

Destruction of Property: Individuals are prohibited from the destruction of Collaborative property or the property of others.

Rules of Public Programs with Co-located Collaborative Programs: Individuals in Collaborative Programs co-located within public programs are also subject to the rules of those public programs.

Internet Use

The Program provides Individuals with Internet access in most locations. All Individuals may have access to the Internet. Individuals using this access must read and adhere to the following use policies:

Authorized Use

That means we expect Individuals to use Internet access primarily for Program-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 Program 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 professional 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 overloading 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 websites 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 websites.
- Hosting of 'game servers' for online or network gaming.

The above list is by way of an example only and is not intended to be exhaustive.

MEDICAL POLICIES

The Program maintains a Program Nurse to promote the health and safety of its Individuals, intervene with actual and potential health and behavioral issues, manage complex medical issues, and provide case management services. The Program Nurse makes the decision if an Individual is to be sent home for medical reasons. All Individuals must provide the following documentation: physical (required yearly) and dental exam (or opt-out option), up-to-date immunization records, list of all medications taken by Individual, medical and guardian consents, and if applicable: verification to self-administer, any required action plans due to allergies, asthma, diabetes, seizures, and any diet or nutritional guidelines or restrictions. Every Program year, Individuals will be provided with a Valley Collaborative 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 Individual's health including guardian 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 Individuals upon request.

Please note no medication is to be brought to the Program without first consulting with the Program Nurse.

Please see Appendix E.

Special Medical Conditions

The Collaborative will maintain the Individual's safety at all times. Individuals with special medical conditions (ex. allergies, asthma, seizure disorders, and diabetes) will be required to have a doctor's order on file (yearly) explaining any protocols and procedures.

Seizures: Seizure Action Plan - For any Individuals whose seizure lasts more than 5 minutes an ambulance will be called. (An exception will be made if a physician specifies in a physician's order.) An ambulance will be called immediately for any Individual with no history of seizure activity. Parents/Guardians will be notified whenever any seizure activity has taken place.

Asthma: Asthma Action Plan – Individuals who have a diagnosis of asthma and require a rescue MDI (metered dose inhaler) or nebulizer treatment will have guidelines written by a physician; this includes any activity/ weather/ situation that exasperates the asthma and if the Individual can self-administer the inhaler.

Allergies: Allergy Action Plan – For Individuals with life threatening allergies who require an Epi-Pen, an Allergy Action Plan will be written by the Program Nurse; this includes the Individual's name, DOB, allergies and reaction. The Program Nurse will ensure a valid physicians order for Epi-Pen is on file (required yearly). An ambulance will be called immediately if an Epi-Pen is used. Parents/Guardians will be notified whenever an allergic reaction has taken place. The Program Nurse will educate staff on signs and symptoms of allergic reactions.

Diabetes: Diabetic Treatment Plan - Individuals who have a diagnosis of diabetes will be required to have a treatment plan signed by a physician; this includes any glucose monitoring, medication to be administered, emergency protocol, and if the Individual can self-administer/self-test blood glucose. The Program Nurse will educate staff about the signs and symptoms of hypo/hyperglycemia.

Diet and Nutrition: Any dietary guidelines or restrictions must be documented by a physician yearly. Staff will encourage healthy eating by following Executive Order of Health and Human Services 504.

Communicable Disease

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

Communicable Disease	Requirements
Bacterial Conjunctivitis	May return to the Program after medical treatment has been provided for 24 hours.
Chicken Pox	May return to the Program after all lesions have dried and crusted or one week from appearance of first eruption.
Coronavirus	May return to the Program 5 days after positive test assuming symptoms have subsided.
Measles	May return to the Program four days after first appearance of rash.
Impetigo	May return to the Program after all open sores have healed or is small enough that a Band-Aid will cover the entire area.
Strep Throat	May return to the Program after antibiotic treatment has been given for 24 hours.
Ringworm	May return to the Program after treatment with antifungal cream has begun; lesions should be covered.
Pediculosis /Scabies	May return to the Program when treated; scabies must be treated with anti-parasitic for 24 hours before Individual may return to work or after one treatment.

Dismissal from Program due to Illness

The Program Nurse may exclude an Individual from the Program for health reasons if the Individual:

- Has returned from a hospital admission within the past 24 hours. This does not include routine tests or minor injuries. The Individual 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 the Program. The exception is an Individual 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).

Hospital Re-Entry

To ensure the health and safety of every Individual re-entering the Program following a psychiatric or medical hospitalization, the Program has adopted the following policy:

1. Any Individual who has required a psychiatric evaluation, and emergency room visit or had been placed in inpatient hospitalization will be readmitted to their respective Program upon collaboration with their treatment planning team.
2. The Individual can return to the Program with the receipt of a signed discharge summary from the hospital/clinician providing treatment and medical clearance from his/her medical provider.
3. This summary will ensure that the most recent and credible information regarding treatments, goals and restrictions are relayed back to the Program and allow for a smooth transition.

The plan should include, in writing, any changes in medications, medical procedure, and any follow-up plans with clinicians, therapists, and any other treatment providers.

When this policy is followed the Program can also ensure that the Individual will be safe upon their return and provisions are in place should they decompensate once back in the setting.

INDIVIDUAL SERVICE PLAN (ISP) PROCESS

ISP Development and Implementation

The Director of DDS Services or his/her designee is responsible for overseeing the implementation of all components of the Individual's ISP.

- Where the ISP of the Individual has been accepted in whole or in part by that Individual's guardian, the Program provides the mutually agreed upon services without delay.
- There must be an ISP in effect for each enrolled Individual. Individuals just beginning services with DDS will have an ISP scheduled within 60 days.
- Each provider described in the ISP is informed of his or her specific responsibilities related to the implementation of the Individual's ISP and the specific accommodations, modifications, and supports that must be provided for the Individual under it.

In circumstances where services may no longer be beneficial or that an Individual's needs can no longer be met, the Collaborative will notify the ISP Team and set up a meeting. All appropriate parties will be notified at least ten (10) days in advance of the intended date of the meeting. At the meeting a plan will be developed so that the Individual can transition from the Collaborative Program in an organized manner.

Progress Reports

All Collaborative Programs will complete Semi-Annual Progress Reports two times each year. In all cases the Semi-Annual Progress Reports will be submitted in HCSIS and sent to the Service Coordinator and will be kept on file at the Collaborative.

Annual Progress Reports will report to guardians the progress of each ISP goal individually. Service providers must comment on whether they anticipate the Individual being able to meet the goal by the end of the ISP period. If they believe that the Individual 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 ISP. Progress Reports must answer two questions for each goal:

- (1) What is the Individual's progress toward the annual goal and
- (2) Is the progress sufficient to enable the Individual to achieve the goal by the end of the ISP period?

Information included on the Annual/Semi-Annual Progress Reports will be derived from data collected throughout the reporting period. Copies of Progress Reports will be maintained in the Individuals' records.

Please see Appendix E for ISP Timeline

Assessments

All Individuals in the Today & Tomorrow Program are given the Assessment of Functional Living Skills (AFLS) assessment upon starting the program and then annually. This assessment measures safety, adaptive living skills and work readiness. This helps to develop an Individual's Person Centered Plan which focuses on four domains. This includes Community Living, Employment, Adaptive Living Skills and Quality of Life. This is also reviewed annually with the Individual as part of the ISP process.

Please see Appendix F for AFLS and Appendix G for Person Center Plan.

STAFF EXPECTATIONS

Valley Collaborative considers its employees to be one of its most valuable resources and is committed to providing the supports and structures necessary for them to be successful in their positions. Supervisory staff work closely with Valley Collaborative employees to ensure services are being provided in a safe, skillful, and respectful manner. Regular Team Meetings are held to facilitate the highest levels of communication and support.

Feedback is regularly solicited from Individuals, agency staff, parents/guardians, stakeholders and Valley Collaborative staff to continually measure the quality of staff providing services to Individuals at various locations in the community. Valley Collaborative uses this feedback to continually improve upon programming and staff development. Individuals receiving services from Valley have formal and informal opportunities to provide feedback at the time of hire and on an ongoing basis on the performance of staff that support them.

All Valley Collaborative staff are expected to:

- Follow all policies and procedures, manuals, and handbooks as outlined.
- Behave in a professional manner at all times while on the Program premises or at a function at which the staff is a representative of the Collaborative.
- 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 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 Program 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 Individuals and follow all applicable laws, regulations, and Collaborative policies. This includes complying with the social media policy in the Valley Collaborative Employee Handbook.
- Support and advocate for the rights of all Individuals in the Program.

The above list is by way of an example only and is not intended to be exhaustive.

[End of Handbook]

Individual: _____

ISP/LP Month: _____

**Individual File- Today & Tomorrow Program, Valley Collaborative
Table of Contents**

Front Pocket

- Emergency Fact Sheet
- Access Log

I. Identifying Information

1. Copies of identification Cards (ID, Health Insurance, Social Security, Passport, Birth Certificate, etc.) as applicable or available
2. Intake Info (Referral Packet, SRF, etc.)
3. Search Plan

II. Service Planning

4. Current ISP/ LP Packet
5. ISP Assessments (Annual Progress Summaries, Safety, Semi-Annual Progress Summaries)
6. Provider Support Agreement, Goal 1- "Work"
 - a. Monthly notes (if 3168 applicable)
7. Provider Support Agreement, Goal 2- "CBDS"
8. Assistive Technology Assessment

III. Vocational Information

9. Current T&T Schedule
10. Vocational Assessments (Person-Centered Plans, Worksite Surveys, AFLS, Resume)
11. Financial Information (Direct Deposit Info, I9, M4, W4, etc.)
12. Misc. Vocational Information/ Correspondence (Specific Employer Info, Trainings, etc.)

IV. Health & Medical Information

13. Health Packet
14. Annual Physical & Dental
15. Medication Sheet
16. Immunization Records
17. Specific Health Protocols (if applicable)
18. Misc. medical paperwork/ assessments (if applicable)

V. Legal Information

19. Current Consent Forms
 - b. Release of Information Form
 - c. Photo/ Media Releases
 - d. Transportation/ Home Alone Form
 - e. Worksite-Specific Consents (if applicable)
 - f. Other Misc. Consent Forms
20. Documentation of Annual Trainings (HR, Safety, etc.)
21. Guardianship & Roger's Monitor Info (if applicable or available)
22. Incident Reports (All)
23. Misc. Legal Information or Correspondence

Inactive (Previous year ISP/ Life Plan, Annual ISP Assessments, Semi-Annual Assessments)

Appendix B

Admissions Checklist

Legal Documents:

- Copy of Birth Certificate
- Copy of Social Security Card
- Court Mittimus (If Individual is in the custody of the State)
- Guardianship Decree
- Court Appointment Letter (for Individuals who have medical Guardian Ad Litem's')
- Conditions of Probation (if applicable)
- Signed Releases of Information completed by the Individual/Legal Guardian
- Signed Acknowledgement of the Human Rights Handbook
- Signed Releases for Transportation/Photographs and related Permission Slips
- Referral/Request Form
- Billing/Services Form/CDAT

Medical/Health Documents:

- Physician's Orders for prescribed medications.
- Health and Immunization Record
- Standing Orders/Protocols from the physician with regard to medical issues (Epilepsy, Allergic Reactions, etc.)
- Copy of Roger's Orders (for Individual's in state custody receiving psychotropic medications)
- Emergency Medical Form
- Copy of Insurance Card
- Copy of most recent Psychiatric, Neuropsychiatric, or other related Evaluations and Assessments.

Vocational Documents:

- I-9 Forms/Tax Forms/W-2
- Direct Deposit Form
- Copy of Social Security Card or Copy of Birth Certificate
- Copy of picture ID (if available)
- Vocational or Adaptive Assessments
- Copy of Social Security Benefit Statement (if applicable)
- Naturalization Card (if applicable)

Appendix C

Dress Code

In order to continue to maintain our professional presentation in the community, it is important to follow the dress code for each work site. Please see below:

3M, Seque

- Closed toe shoes
- Long pants (no shorts)
- No tank tops

Billerica Town Hall

- Closed toe shoes
- Long pants preferred
- No tank tops

Bristol Myers Squibb (BMS)

- Closed toe shoes
- Long pants (no shorts)
- Clean and neat T-shirts without large graphics
- No tank tops

Cross Point

- Closed toe shoes
- T-shirts without large graphics
- Khaki material shorts in the summer
- No tank tops or hats

Nashoba Tech, Westford Academy, Chelmsford High School (CHS)

- Closed toe shoes
- Long pants preferred
- No tank tops

Chelmsford High Kitchen

- *Black closed two shoes*
- *Plain white t-shirt (no graphics)*
- *Black pants*

Primark

- Closed toe shoes
- Long pants (no shorts)
- No tank tops

Billerica Housing Authority (BHA)

- Closed toe shoes
- Long pants preferred
- No tank tops

Community Catering

- Closed toe shoes
- *Plain white t-shirt (no graphics)*
- Long pants (no shorts)

Camp Paul

- Closed toe shoes
- Long pants preferred

Meals on Wheels, Food Bank, Strongwater Farm

- Closed toe shoes preferred

Please note that schedules can occasionally fluctuate, so closed toe shoes and pants are suggested on a regular basis. Feel free to reach out with specific questions as seasons change. Thank you!

Appendix D

Health Packet



Dear Parent/Guardian/Caregiver,

The Valley Collaborative Today & Tomorrow Program, in accordance with DDS and DPH, requires the following documentation to be on file and updated yearly.

.

- ☐ Copy of Annual Physical Exam, including list of current medications
- ☐ Documentation of a dental exam within past year/ or a signed refusal form
- ☐ Valley Collaborative Health Packet, attached
- ☐ Standing order permission form signed by physician and guardian
- ☐ If Individual has one of the following medical conditions, the following medical documentation is required (you may use doctor's own form or call Valley Program Nurse to receive a Valley Collaborative form):

*Seizure Action Plan, signed by physician

*Allergy Action Plan, signed by physician

*Diabetes Action Plan, signed by physician

*Diet Restrictions, signed by physician

If an Individual is prescribed medication to be taken during Program hours or is diagnosed with a medical condition, please contact the Program Nurse at 978-528-7889 or by email at pvong@valleycollaborative.org.
Fax: 978-663-0759

EMERGENCY MEDICAL INFORMATION

Individual's Name: _____ Date of Birth: _____

Address: _____ Telephone#: _____

Contact #1 -Parent/Guardian Name: _____

Address: _____

Email Address: _____

(In boxes below please list preferred contact order 1- being first, 3- being last.)

☐ Home phone#: _____☐ Work phone#: _____☐ Cell phone#: _____**Contact #2** -Parent/Guardian Name: _____

Address: _____

Email Address (optional): _____

(In boxes below please list preferred contact order 1- being first; 3- being last.)

☐ Home phone#: _____☐ Work phone#: _____☐ Cell phone#: _____**Emergency Contact (if parents cannot be reached)** -Name: _____

Telephone#: _____ Relation to Individual: _____

Diabetic: ☐ yes ☐ no (If yes, please see sheets attached)**Allergies:** ☐ yes ☐ no (If yes, please see sheets attached)

Allergy	Describe Reaction	Treatment

(Please use back of form if more room is needed.)

Asthma: ☐ yes ☐ no (If yes, please list below)

Asthma	Describe Reaction	Treatment

(Please use back of form if more room is needed.)

Seizure Activity: ☐ yes ☐ no (If yes, see sheets attached):

Describe Seizure	Treatment

--	--

Medical/Social/Emotional/Mental Health Diagnoses:

Individual's Name: _____ **Date of Birth:** _____

Insurance Information (to be used in the event of emergency hospitalization):

Insurance Company: _____ Policy#: _____

Policy Holder: _____

Medical Specialists

Primary Care Physician: _____ Telephone#: _____ Fax#: _____

Dentist: _____ Telephone#: _____ Fax#: _____

Other: _____ Telephone#: _____ Fax#: _____

EMERGENCY MEDICAL TREATMENT CONSENT

I understand that in the case of a Medical Emergency, requiring treatment or hospitalization, Individual will be taken to the nearest treatment facility and given all lifesaving measures, unless otherwise indicated.

RELEASE OF RECORDS

I, **(circle one)** DO / DO NOT give the Valley Collaborative my permission to exchange medical information with the Individual's medical team for the purpose of sharing pertinent information necessary for proper treatment.

Any information obtained by Valley Collaborative will be held in the strictest confidence.

Parent/Guardian Signature: _____ **Date:** _____

If you do not wish for your Individual to receive ANY medical treatment while attending Valley Collaborative Programs please sign the declination form below.

HEALTH CARE DECLINATION

I, _____, prefer that, _____ not receive any health care during Program hours. In the event of an illness or injury while at the Program, please contact me at the following number(s): _____

Parent/Guardian Signature: _____ Date: _____

***Please note: This form will expire one year from date signed. Please inform the Director of DDS Services of any changes.**

PHYSICIANS MEDICATION ORDER FORM

Name of Individual: _____ Date of Birth: _____

Address: _____ Telephone #: _____

Physician/Clinic: _____ Telephone #: _____

Allergies/Adverse medication reactions: _____

MEDICATIONS TO BE GIVEN DURING DAY PROGRAM HOURS

Medication & Dose	Route & Frequency	Treatment Purpose	Special instructions (Including parameters for vital sign monitoring, if needed)	Duration/Stop Date

I give permission for the Program Nurse or MAP certified personnel to administer scheduled medications while Individual is at the Program: ____YES or NO____

The Program may only hold a thirty day supply of medication and that medication must be delivered to the Program Nurse by a parent/guardian/group home.

Parents/Guardians/Group home may retrieve the medication from the Program at any time: however, the medication will be destroyed if it is not picked up within one week following termination of the order.

Does Individual have Physician permission to self-medicate? / Self-Carry ____YES or NO____

**Unless indicated by Physician, above medications may be administered by trained staff.*

MEDICATIONS BEING TAKEN BY INDIVIDUAL AT HOME

Medication & Dose	Route & Frequency	Treatment Purpose	Prescribed by

Physicians Signature: _____ Date: _____

Parent/Guardian Signature: _____ Date: _____

Note: This form will expire one year from date signed. Please inform Nursing Department of any changes.

Individual's Name: _____ Date of Birth: _____

PHYSICIAN PERMISSION FOR STANDING ORDERS

Nurse, MAP trained staff or Individual named above may administer/self-carry the following over the counter medication as needed with a physician's permission.

Please draw a line through any item you do not want given.

1. Acetaminophen (Tylenol) every 4 hours for complaint of pain or fever over 100.5 degrees.
Dosage: Over 60lbs give 325- 650mg by mouth. Not to exceed 4g/day
2. Ibuprofen (Motrin/Advil) every 6 hours for complaint of pain or fever over 100.5 degrees.
Dosage: Adult 200-400mg by mouth. Not to exceed 3.2g/day
3. Oral pain reliever for tooth pain or mouth sores as needed.
4. Calcium Carbonate antacid (Tums) for indigestion up to 2 tabs for one dose only.
5. Diphenhydramine (Benadryl) every 4 hours as needed for *allergic reactions: itching, and/or hives*.
Dosage: Weight over 50lbs. give 25mg by mouth
6. Hydrocortisone skin ointment 1% for itch.
7. Cough drops as needed for throat discomfort/cold symptoms.
8. Neosporin to affected areas as needed

Prescription PRN Medications below must be provided by the family:

1. Rescue Inhaler: Order to be written and signed by MD.
Order: _____
2. Diabetes testing supplies and Insulin: must be accompanied by the signed Diabetic Action Plan.
3. Epi-Pen: must be accompanied by an MD order and Allergy Action Plan

Dosage and administration for anaphylactic reaction, laryngeal edema, or hives:

Adult: 0.3cc IM or SC (weight greater than or equal to 50lbs.)

Repeat injection in 5-15 minutes if the Individual's condition has not improved/deteriorated and EMS has not arrived yet.

Does physician give permission for Individual to self-administer/self-carry above medications? ☐ YES or ☐ NO

Assessment form with MD signature must be completed and attached.

Physician Signature: _____ Date: _____

Physician Name/Clinic: _____ Tel: _____

Parent/Guardian Signature: _____ Date: _____

***Please note: This form will expire one year from date signed. Please inform Program Supervisor/Nursing Department of any changes.**

INDIVIDUALIZED SEIZURE PROTOCOL

NAME_____DOB_____

TYPE OF SEIZURE_____DURATION_____

LAST SEIZURE _____

DESCRIPTION_____

CALL EMS (911)

- If seizure last greater than _____minutes (VC policy 5 minutes)
- If the Individual has one seizure after another **yes** **no**
- If there is a CHANGE in a seizure pattern **yes** **no**
- If the Individual has been injured **yes** **no**
- If Individual has a seizure who has an INACTIVE pattern (greater than 1 year) **yes** **no**
- Other instructions or any changes to the above statement: _____

CALL NEUROLOGIST- (Program Nurse will call)

- If the seizure last longer than _____ minutes.
- If the Individual experiences _____ seizures in 24 hour period.
(Number)
- If the Individual experiences _____ seizures in a week.
(Number)
- If Individual has a seizure who has an INACTIVE pattern (greater than 1 year) **yes no**
- If post seizure behavior (confusion, agitation, decrease in activity etc.) continues longer than 30 minutes
yes no

Additional Information:

Physician Name: _____ Tel: _____

Physician Signature: _____ Date: _____

Parent/Guardian Signature _____ Date: _____

Seizure Protocol

PROTOCOL:

1. All Individuals' physical safety will be insured at all times.
2. **For seizure lasting more than 5 minutes 911 will be called & Individual will be transported to nearest hospital.** (An exception will be made if a physician specifies in a physician's order.)
3. For students who exhibit any seizure like activity and do not have a current seizure diagnosis **911 will be called immediately & Individual will be transported to nearest hospital.**
4. Guardian/parent will be notified whenever any seizure activity has taken place.
5. Individuals with a diagnosed seizure activity must have protocol signed by Physician.
6. When possible, two staff members should be present when an Individual is having a seizure, one staff to maintain safety, one staff to make phone calls if necessary.
7. If Individual has a witnessed, unwitnessed or suspected head or other bodily injury, **911 must be called.**

PROCEDURE:

1. As soon as seizure activity is noted, a safe position will be established either in their chair or on the floor.
2. Remove any furniture or equipment that may pose as a safety issue.
3. Loosen clothing around neck and chest and release body jacket if wearing one.
4. Turn person onto side or if sitting tip head slightly forward.
5. Never place anything in the mouth (tongue depressor or airway).
6. Do not try to restrict the person's movements.
7. Stay with the person until motor segment of the seizure is over.
8. During the seizure observe the characteristics of the seizure including the following:
 - ☐ Precipitating factors (fever, menses, loud noise, bright lights etc.)
 - ☐ Time of onset
 - ☐ Aura
 - ☐ Clinical progression of the seizure activity (from arm twitching to generalized activity) skin pallor, cyanosis of tongue or around the mouth
 - ☐ Loss of consciousness
 - ☐ Duration of motor activities
 - ☐ Post-ictal state (sleepy, lethargic, confusion, crying, vocalizing, and headache).
9. Document the seizure on Seizure Activity Flow sheet.
10. As per protocol, inform parents/guardian that seizure activity has occurred.

Individuals name: _____ Date of birth: _____

Parent/Guardian Signature: _____ **Date:** _____

*Individual with a diagnosed seizure activity must have protocol signed by Physician. **Form valid for one year from date signed.***

Physician Use only

____ Please use the above protocol for my patient.

____ Please follow alternate protocol for my patient. Protocol is attached.

Physician's additional instructions: _____

Physician signature: _____ **Date:** _____

ALLERGY ACTION PLAN

Name: _____ Date of birth: _____

ALLERGY TO: _____Asthmatic: ☐ Yes* ☐ No *Yes= Severe risk for reaction**SIGNS OF AN ALLERGIC REACTION:****Systems:****Symptoms:****MOUTH**

Itching & swelling of the lips, tongue, or mouth

THROAT

Itching and/or a sense of tightness in the throat, hoarseness and hacking cough

SKIN

Hives, itchy rash, and/or swelling about the face or extremities

GUT

Nausea, abdominal cramps, vomiting and/or diarrhea

LUNG

Shortness of breath, repetitive coughing, and/or wheezing

HEART

“Thready” pulse, “passing-out”

The severity of symptoms can quickly change.***All above symptoms can potentially progress to a life-threatening situation.**1. If ingestion is suspected and/or symptoms are: _____ Give: _____ **IMMEDIATELY!**2. **Call 911.** **DO NOT HESITATE TO CALL EMS/ 911 !!!**

3. Notify Parent/Guardian- Name: _____

(In boxes below please list preferred contact order 1- being first, 3- being last)

☐ Home phone#: _____☐ Work phone#: _____☐ Cell phone#: _____**Emergency Contact (if parent/guardian cannot be reached)**

Name: _____

Telephone#: _____ Relation to student: _____

Parent/guardian Signature: _____ Date: _____

**A medication order and Allergy plan must be on file for any individual with an allergy that requires an Epi-Pen. Physician may use this form or provide their own.*

Individual's Name: _____ Date of birth: _____

For physician use only:

Physician Name _____ Phone#: _____

Physician Signature: _____ Date: _____

Does above Individual have permission to self- medicate? Please circle: yes or no

Diabetic Action Plan

Mild to Moderate Hypoglycemia	Treatment
<ul style="list-style-type: none"> • Behavior changes (may include): <ul style="list-style-type: none"> • Acting quiet and withdrawn • Being stubborn or restless • Tantrums of sudden rage • Confusion • Inappropriate emotional responses (eg: laughter, crying) • Poor concentration or day dreaming • Shakiness • Sweatiness • Headache • Dizziness • Pallor • Increased Heart Rate • Staggering walk • Uncontrollable crying episode • Slurred speech • Blank stare • Refusal to take anything by mouth 	<p>If blood sugar is below: _____</p> <ul style="list-style-type: none"> • If you don't know what the blood sugar is, treat the symptoms. • Give the Individual some quick-acting sugar such as: <ul style="list-style-type: none"> 2 – 4 glucose tablets if ordered 3 – 4 ounces of juice 6 – 8 ounces of REGULAR soda 6 – 8 ounces Milk • Check the blood sugar 10 -20 minutes after treatment. If the blood sugar result is less than 80, or if the Individual still has symptoms, repeat the quick sugar treatment and blood sugar testing cycle until the Individual is symptom free and the blood sugar result is above 80. • When the Individual feels better and the blood sugar result is above 80, give additional snack if next meal is more than 30 minutes away and/or if the child will be participating in active play/ sports following this low blood sugar episode. • The Individual may resume Program activities after the blood sugar is above 80 and the Individual is symptom free. • Notify parent/ guardian as soon as possible

Symptoms Individual *may* exhibit:

Mild to Moderate Hyperglycemia	Treatment
<ul style="list-style-type: none"> • Frequent urination • Increased thirst • Blurred vision • Fatigue • Headache • Fruity-smelling breath • Nausea and vomiting • Shortness of breath • Dry mouth • Weakness • Confusion • Coma • Abdominal pain 	<p>If blood sugar is over: _____</p> <ul style="list-style-type: none"> • If the Individual has warning signs of high blood sugar, check the blood sugar. • Encourage water • NEVER WITHHOLD FOOD FOR HIGH BLOOD SUGAR! • Notify parent/guardian

Severe Hypoglycemia	Treatment
<ul style="list-style-type: none"> • Unconscious • Unresponsive • Convulsion-like movement • Failure to respond to cake icing (gel type) or glucose gel 	<ul style="list-style-type: none"> • Be sure the Individual is lying down in a safe area protected from head and bodily injury. • Position the Individual on his/her side • Call 911 • Inject glucagon if ordered/available. (RN only, if a registered nurse is unavailable to administer, 911 should be called) • Please note that as the Individual regains consciousness, nausea and vomiting may occur • Notify parent/guardian as soon as possible

Individual's Name: _____ Date of birth: _____

Daily Medications: _____

Physician Name: _____ Phone Number: _____

Physician signature: _____

Notify Parent/Guardian: Name: _____

(In boxes below please list preferred contact order 1- being first, 3- being last)

☐ Home phone#: _____

☐ Work phone#: _____

☐ Cell phone#: _____

Emergency Contact (if parents cannot be reached) -Name: _____

Telephone#: _____ Relation to Individual: _____

Program Nurse Signature: _____ Date: _____

Program Nurse Phone Number: 978-528-7889

Feeding & Diet Sheet

To be completed by Physician

Individual's Name: _____

Date of Birth: _____ Weight: _____ Height: _____

Allergies: _____

Reason for Modified Diet: _____

History of Aspiration?

- ☐ Yes, when: _____
- ☐ No

Has this Individual undergone past feeding evaluation or Modified Barium Swallow Study?

If yes, please attach copies of all reports to this form. Please see attached release of information form.

- ☐ Yes
- ☐ No

Current Diet Recommendations:

Texture:

- ☐ Regular/Solid
- ☐ Mechanical Soft
- ☐ Ground
- ☐ Pureed with some texture possible
- ☐ Pureed
- ☐ Non-oral-feeding tube

Liquid Consistency:

- ☐ Regular/Thin
- ☐ Nectar/Thick
- ☐ Honey Thick
- ☐ Pudding
- ☐ Non-oral-feeding tube

Medications:

- ☐ Whole with water
- ☐ Whole with puree
- ☐ Crush and mix with puree
- ☐ Use liquid form
- ☐ Non-oral feeding tube

Physician Signature

Date

Dental Refusal Form

I, _____, am opting not to receive dental care at this time. This includes any preventative care such as cleanings and checkups.

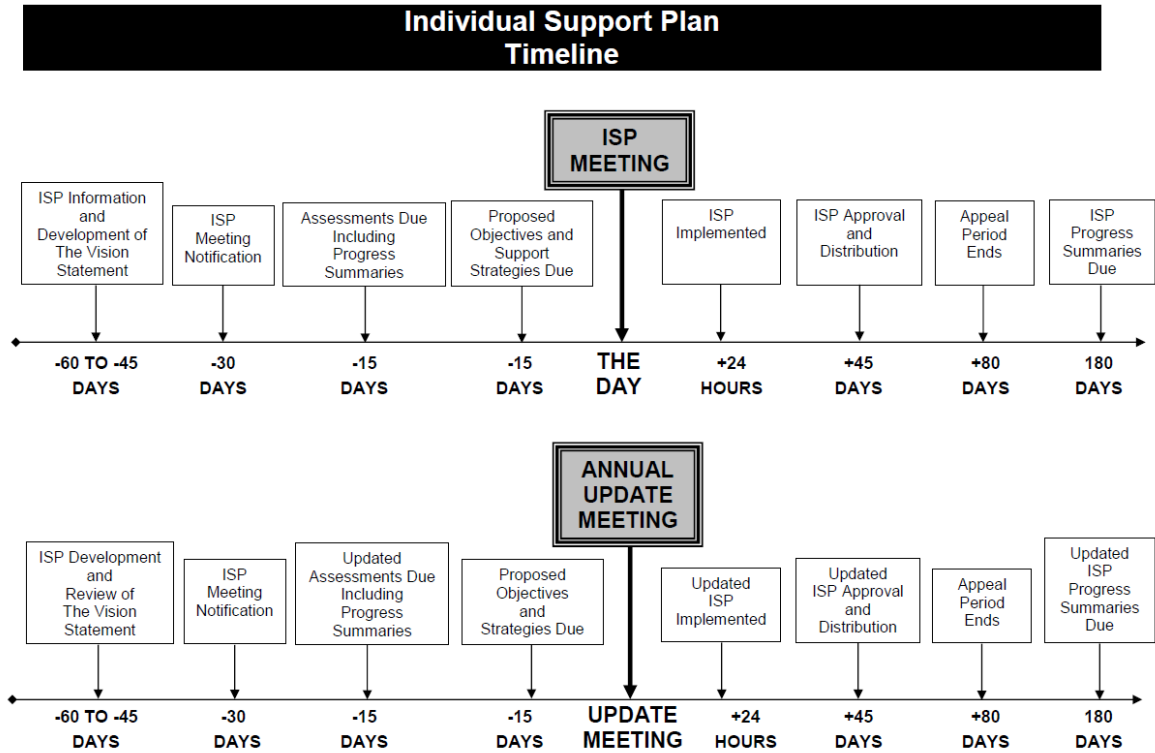
Individual Signature: _____

Guardian Name: _____

Guardian Signature: _____

Date: _____

Individual Support Plan (ISP)



Assessment of Functional Living Skills

Assessment of Functional Living Skills BASIC VOCATIONAL SKILLS Employment Assessment: 3168, 3181, CBDS 3163 SAFETY Assessment: 3168, 3181, CBDS 3163		Site: Date:
Job Coach/Job Developer Name:		
NAME:		
Current or New WORK GOAL (3181 & 3168):		
Current or New CBDS GOAL (3163):		
ISP Process Cycle: (Circle One) Full Semi Year 1 Annual Semi Year 2		
1a	Punctuality:	
	Transitions to work on time consistently	
	Transitions to work on time inconsistently	
1b		
	Transitions from work on time consistently	
	Transitions from work on time inconsistently	
2a	Attendance:	
	Rarely or never misses work	
	Misses work less than twice per month	
	Misses work more than twice per month	
2b		
	Notifies employer when absent or tardy	
	Rarely/Never notifies employer when absent or tardy	
3	Hygiene:	
	Always maintains appropriate hygiene for work	
	Maintains appropriate hygiene at least half of work days	
	Rarely or never arrives to work with appropriate hygiene	
4a	Grooming/Clothing	
	Always dresses appropriately for work	
	Requires occasional reminders to dress appropriately for work	

	Rarely or never dresses appropriately for work	
4b		
	Always keeps self and clothing clean when performing tasks	
	Requires verbal reminders to keep self and clothing clean when performing tasks	
4c		
	Always adjusts clothing when needed	
	Requires verbal reminders to adjust clothing when needed	
5	Accepting Criticism/Admitting Mistakes	
	Recognizes and self corrects mistakes when possible and voluntarily notifies supervisor	
	Acknowledges their mistake when asked if they did something incorrect	
	Never accepts mistakes or criticism without negative behavior	
6	Greets Others	
	Initiates and returns greetings	
	Returns greetings	
	Never initiates or returns greetings	
7	Demonstrates Eye Contact when Talking with Others	
	Always maintains eye contact	
	Remains physically orientated to speaker but requires verbal cues to maintain eye contact	
	Never maintains eye contact	
8a	Interacting with Others	
	Always uses friendly and courteous interactions with everyone	
	Only uses friendly and courteous interaction style with people they know	
	Rarely or never uses courteous interaction style	
8b	Respects Personal Space of Others	
	Maintains acceptable space between others	
	Requires occasional reminders to respect others personal space	
	Always requires reminders to respect others personal space	
9a	Remains Calm at Work	
	Consistently reacts appropriately/calmly to given situations	
	Reacts inappropriately or in a disruptive manner once per week	

	Rarely to never reacts inappropriately or in a disruptive manner	
9b	Demonstrates Non-Disruptive Behavior at Work	
	Never disrupts work environment	
	Requires occasional reminders to correct disruptive behavior while working	
	Frequently requires reminders to correct disruptive behavior while working	
9c	Displays Trustworthiness	
	Is truthful with employers and employees and does not steal	
	Does not steal at work	
	Has not demonstrated trustworthiness	
10a	Follows Simple Verbal Direction	
	Consistently follows 4-step directions	
	Consistently follows 3-step directions	
	Consistently follows 2-step directions	
	Consistently follows 2-step directions with verbal prompts only	
10b	Follows Written Direction	
	Consistently follows 4-step written directions	
	Consistently follows 3-step written directions	
	Consistently follows 2-step written directions	
	Consistently follows 1-step written directions	
11	Confirms Information	
	Asks for clarification when needed	
	Tells instructor when confused	
	Does not confirm information when confused	
12	Maintains Focus	
	Remains focused and attentive to tasks up to 45 mins	
	Remains focused and attentive to tasks up to 30 mins	
	Remains focused and attentive to tasks up to 15 mins	
	Remains focused and attentive to tasks up to 5 mins	
13a	Takes Breaks	
	Takes scheduled breaks and returns on time independently	

	Sometimes requires prompts to take scheduled breaks and return on time	
	Always requires prompts to take scheduled breaks and return on time	
13b	Lunch/Breakroom Etiquette	
	Always appropriate, demonstrates behavior and follows norms and rules when in break room	
	Sometimes appropriate, demonstrates behavior and follows norms and rules when in break room	
14	Learn New Skills	
	Learns most skills after one demonstration	
	Learns skills after five or less demonstrations	
	Requires more than five demonstrations	
15a	Task Performance	
	Always agrees to completes non-preferred tasks	
	Sometimes agrees to completes non-preferred tasks	
	Requires prompts to complete non-preferred tasks	
	Refuses to complete non-preferred tasks	
15b	Performing all Assigned Tasks During Shift	
	Independently and consistently performs all job tasks and expectations throughout entire shift	
	Occasionally requires verbal prompts to ensure all job tasks are completed	
	Always requires prompting to ensure all job tasks are completed	
16	Speed	
	Maintains expected speed on job	
	Occasionally requires reminders to maintain expected pace	
	Always requires reminders to maintain expected pace	
17	Prioritizing	
	Always independently prioritizes tasks correctly	
	Occasionally requires verbal prompts to prioritizes tasks correctly	
	Requires job coach to prioritize tasks correctly	
18	Seeking Additional Work	
	When task is complete, finds additional work on his/her own	
	When task is complete, asks supervisor for additional work	
	When task is complete, will occasionally ask for additional work	

	Does not seek additional work, but will do it when given	
	Refuses to do additional work	
19a	Use/Care of Equipment	
	Uses and cares for equipment with respect	
	Uses equipment, and returns it the majority of the time	
	Uses equipment appropriately, but may not return it	
	Carelessly uses equipment, but returns it to original place	
	Carelessly uses equipment; does not put it away	
19b	Keeps a Clean and Tidy Work Area	
	Always keeps work area and personal belonging neat and tidy	
	Sometimes keeps work area and personal belongings neat and tidy	
	Rarely keeps work area and personal belonging neat and tidy	
20	Overall Improvement (From day one until the end of the training)	
	Outstanding	
	Very Good	
	Average	
	Minimal	
	None	
21	Safety & Evacuation	Yes / No / NA
	Can Individual evacuate work site safely?	
	Can Individual state/show name, address, phone number?	
	Does Individual carry an ID card?	
	Does Individual carry/wear a medical ID?	
	Can Individual use a cell phone or telephone?	
	Can Individual call 911?	
	Can Individual call (yell to) supervisor for help?	
	Does the Individual stay with the group?	
	Can the Individual navigate crowds and curbs?	
	Can the Individual identify 5 basic community signs (exit, restroom, caution, etc.)?	
	Can the Individual cross the street safely?	

	Can the Individual cross a parking lot safely?	
	Can the Individual fasten his/her seatbelt?	
	Can the Individual identify 2 sources of community help (police, fire, etc.)?	
	Does the Individual cooperate during evacuations?	
	Can the Individual identify alternative exits if main exit is blocked?	
	Does this Individual require assistance to exit in a timely manner? (describe below)	
	Assessor's Signature:	
	Individual's Signature:	

Appendix G

Person Centered Plan

Annual Review

Name: _____

Date: _____

Next Review Date: _____

Case Manager: _____

QUALITY OF LIFE: CBDS

Any changes to Physical Needs:

Any changes to Mental Needs:

Any changes to Spiritual Needs:

Any changes to Social Needs:

ADULT LIVING: CBDS

Any changes in Adaptive Living Skills?

Any changes in Adaptive Living Strengths?

COMMUNITY ENGAGEMENT: CBDS

What does your community mean to you?

What are your interests in the community?

What types of leisure activities do you want to pursue?

EMPLOYMENT

What new Skills do you have?

What new Abilities do you have?

What are your career choices?

Additional Comments:

Case Manager Signature: _____ Date: _____

Individual Signature: _____ Date: _____

Appendix H

DDS Program Worker Trainee Disclosure Form

Valley Collaborative's Today and Tomorrow Program provides individuals the opportunity to be "Worker Trainees" within the Group Supported Employment model.

By enrolling in Valley Collaborative's Today and Tomorrow Program, I understand I will have the opportunity to work in a group supported employment setting as a "Worker Trainee" supported by Valley Collaborative staff and to earn a stipend equivalent to the hourly minimum wage in Massachusetts. Also, and as defined by the Massachusetts Department of Unemployment Assistance, individuals may not be eligible for unemployment benefits if the only source of employment is from working as a worker trainee in a program run by a nonprofit or public institution (i.e. Valley Collaborative).

By signing this form, I understand that being enrolled in the Today and Tomorrow Program does not make me an employee of Valley Collaborative, or any other organization where I participate in Group Supported Employment. I have been made aware that I will not receive the employee benefit package offered by Valley Collaborative or the businesses where I participate in Group Supported Employment as my worker trainee program does not meet the eligibility requirements of employment. As such, "Worker Trainees" are not eligible for employee benefits such as paid leave, holiday pay, vacation time, workers compensation, unemployment insurance, state pension, etc.

Name: _____

Date: _____

Signature: _____

If applicable, Guardian Signature: _____



Central Administration

11 Executive Park Drive, N. Billerica, MA 01862 | Tel: (978) 528-7826 | www.valleycollaborative.org

MEMORANDUM

To: Valley Collaborative Board of Directors
From: Dr. Chris A. Scott, Executive Director
Date: September 14, 2023
Re: Vote to Combine Existing/Approved Executive Director's Contract and Amendments into one Document

As a housekeeping matter, the Board is being asked to combine the existing/approved Executive Director's contract and amendments into one document. The dates embedded in the contract have been updated. After the vote, the new Board chair will execute the contract.

Required Action:

Vote to Combine Existing/Approved Executive Director's Contract and Amendments into one Document

Attachments:

Existing/Approved Executive Director's Contract

**EMPLOYMENT AGREEMENT BY AND BETWEEN DR. CHRIS A. SCOTT
AND THE BOARD OF DIRECTORS FOR VALLEY COLLABORATIVE**

This Employment Agreement, effective as of July 1, 2023 (the "Agreement") by and between Dr. Chris A. Scott ("Dr. Scott" or the "Executive Director") and the Board of Directors for Valley Collaborative (the "Board") provides for the employment of Dr. Scott as the Executive Director of Valley Collaborative, an education collaborative established under Massachusetts General Laws Chapter 40, section 4E (the "Collaborative").

WHEREAS, the Board desires to provide the Executive Director with a written employment agreement in order to maintain administrative stability and continuity within the Collaborative, which the Board believes generally improves and enhances the quality of its overall educational, therapeutic and transitional programs and related services to individuals with disabilities; and

WHEREAS, the Board and the Executive Director believe that a written employment agreement is necessary to describe its expectations, goals, relationship and mutual obligations and to serve as the basis of effective communication between the Board and the Executive Director as the Board fulfills its policy making and administrative functions in the operation of the programs and services of the Collaborative.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree as follows:

1. Employment. The Board hereby employs Dr. Scott as the Executive Director of Valley Collaborative. The Executive Director's duties and responsibilities shall include the general oversight of all aspects of the Collaborative including without limitation budget preparation, program review, evaluation and development, personnel, supervision of administrative personnel, principals, program directors and managers and other staff personnel, and services to students and adult individuals. The Executive Director will perform her duties under the general direction of the Board and in accordance with the Collaborative's Articles of Agreement, the applicable provisions of Chapter 40, Section 4E, as amended from time to time, and its regulations, 603 CMR 50.00, and other applicable law.

The principal location of the Executive Director's employment shall be at the Collaborative's offices in Billerica, Massachusetts, or such other place as the Collaborative determines to locate the principal offices of the Collaborative. The Executive Director understands and agrees that she may be required to travel from time to time for business reasons.

While she is employed hereunder, the Executive Director will devote her full-time energies and attention during normal business hours for and on behalf of the Collaborative and will perform those duties with care, loyalty and diligence. The Executive Director may accept speaking, writing, lecturing, or other engagements of a professional nature as she sees fit provided they do not derogate from her duties as Executive Director and are consistent with all applicable laws. In the performance of her duties as Executive Director, Dr. Scott will be indemnified to the fullest extent permitted by law, and pursuant to Section 7 of this Agreement.

2. **Term.** The Board hereby agrees to employ Dr. Scott as the Executive Director of Valley Collaborative for the period from July 1, 2023 through June 30, 2026, unless terminated earlier in accordance with Section 5 of this Agreement. For the purposes of proration, the regular work year is two hundred and sixty (260) days. This Agreement shall be continually extended by one additional year, commencing as of July 1, 2024, such that the term is a constant three-year term, unless the Board provides written notice on or before April 1 of any applicable year, that the term of this Agreement will not be extended. If such written notice is provided, the term of this Agreement shall expire at the end of the then-current three (3) year term without any additional extensions and without the need for any additional notice, unless it is earlier terminated in accordance with Section 5 of this Agreement.

3. **Compensation and Benefits.**

(a) **Salary.** In consideration for the performance by the Executive Director of the services described hereunder, the Collaborative shall provide the following salary as part of the Executive Director's compensation:

1. For the 2023-2024 contract year, the Collaborative shall pay the Executive Director an annualized salary in the amount of \$223,016.08.

2. For any contract year extended beyond the 2023-2024 contract year pursuant to Section 2 of this Agreement, the Executive Director shall receive an annual COLA to be added to the annualized salary at the rate and amount for the applicable contract year as established by the Board for other Collaborative staff and employees. The Board may conduct a salary review to consider providing for an appropriate increase, beyond a COLA, in compensation to the Executive Director, with any such salary review following the completion of her performance review for any following contract year. In no event shall the Executive Director's salary be reduced during the term of this Agreement. The Executive Director's salary shall be payable in accordance with the Collaborative's normal payroll practices as the same shall exist from time to time.

(b) **Employee Benefits.** The Executive Director shall be eligible to participate in all employee benefit plans maintained by the Collaborative from time to time for its employees, subject in each case to the generally applicable terms and conditions of the specific program or plan. Nothing herein shall prohibit the Collaborative from modifying, adding, or eliminating any benefits from time to time in its discretion.

(c) **Retirement Fund Contribution.** The Executive Director shall be eligible to participate in the Collaborative's group 403(b) Plan, in accordance with Plan documents, Collaborative policy and applicable law. During each contract year under this Agreement, the Collaborative shall contribute a payment in the amount of \$6,000 for the Executive Director's benefit to a tax-deferred investment consistent with Massachusetts General Laws c. 71, § 37B and/or Section 403(b) or 457 of the Internal Revenue Code. Such payments shall be made in equal installments at the same time as the Executive Director's salary is paid under Section 3(a).

(d) Vacation Leave.

1. The Executive Director shall be entitled to 30 paid vacation days annually. Vacation days shall be accumulated equally on a quarterly basis. Use of vacation days are at the discretion of the Executive Director and may be used before they are accumulated, however, should the Executive Director resign, retire or be terminated with cause from the Collaborative prior to the end of the school year having used more vacation days that she has earned to that point in the year, she will owe and agrees to repay the Collaborative for any used vacation time not yet accumulated.

2. The Executive Director may buy back up to 10 days of unused vacation days at the end of the fiscal year at her then effective per diem rate of pay.

3. The Executive Director shall be entitled to all holidays and one-half days before holidays recognized by the Collaborative made available to any other Collaborative employees.

(e) Sick Leave. The Executive Director shall be credited with 13 sick leave days annually commencing on the first day of this Agreement and on the first day of each contract year thereafter. Unused sick leave days may accumulate, but accumulated sick leave days shall not exceed 150 days. The Executive Director may take sick leave days for personal or family illness or injury as needed. The Executive Director may take sick leave days for other related purposes with the advance written approval of the Chairman of the Board (who will report such activities to the Board). A doctor's certificate may be required at the sole discretion of the Board. Sick leave days are not subject to compensation upon the Executive Director's termination for any reason, and payment in lieu of sick time is not permitted.

(f) Personal Days. The Executive Director shall receive and may use up to three (3) days each year for personal reasons. Personal days may not be carried over from year to year, and are not subject to compensation upon the Executive Director's termination for any reason. Payment in lieu of personal days is not permitted.

(g) Bereavement Days. The Executive Director shall receive and may use up to five (5) regular school days each year for bereavement leave. Days for bereavement leave may not be carried over from year to year, and are not subject to compensation upon the Executive Director's termination for any reason. Payment in lieu of bereavement leave time is not permitted.

(h) Work Beyond Normal Work Day. The Board acknowledges and agrees that the Executive Director's workday is flexible and frequently extends beyond normal working hours and, therefore, time off during the day for personal reasons or emergencies will be allowed without loss of pay or deduction from personal or vacation leave.

(i) Car Allowance; Expenses. The Collaborative shall pay the Executive Director a monthly car allowance of \$300 during the term of this Agreement, payable in accordance with the Collaborative's normal payroll practices as the same shall exist from time to time but without the need to submit vouchers or receipts. The Executive Director also shall be reimbursed for all

reasonable and necessary expenses paid or incurred by her in the performance of her duties. The Executive Director shall provide the Collaborative with original receipts for such reimbursable expenses.

(j) Technology Support. The Collaborative shall provide the Executive Director with a laptop computer and any other reasonable technology to enable efficient time management and communications, and the Collaborative shall pay for any monthly service fees. The laptop computer and any other related technology shall be used consistent with Collaborative policy. Upon termination of the Executive Director's employment with the Collaborative, the Executive Director shall immediately return to the Collaborative all property of the Collaborative in the Executive Director's possession, custody or control, including, but not limited to, the laptop computer.

The Collaborative shall provide the monthly sum of \$100 in reimbursement to the Executive Director of her use of a mobile telephone and service fees which, after the conclusion of the employment relationship, shall be the personal property of the Executive Director. A voucher shall not be required for this reimbursement payment.

(k) Professional Organizations and Massachusetts Teachers' Retirement System. The Collaborative shall pay the annual membership dues for the Executive Director or for the Collaborative's membership in appropriate professional organizations, including but not limited to the Massachusetts Association of School Superintendents ("MASS") and the Massachusetts Organization of Education Collaboratives ("MOEC"). The Collaborative shall pay or reimburse the Executive Director for reasonable business expenses incurred in connection with her attendance at appropriate local, state and national meetings and conferences; provided, however, that attendance at a national conference shall be limited to one (1) such conference per calendar year unless prior written authorization is provided by the Board. The Executive Director shall prepare for the Board semi-annual reports of any meetings and conferences attended and shall identify the relationship of those activities to the goals and interests of the Collaborative.

To the extent that the Executive Director renders services to the Collaborative and consistent with Massachusetts General Laws c. 32, the Executive Director shall be a member of the Massachusetts Teachers' Retirement System. The Collaborative shall bear no cost or other liability as a result of the Executive Director's participation in the Teachers' Retirement System.

(l) Tax Withholding. All payments in Section 3 shall be subject to all applicable federal, state and local withholding, payroll and other taxes.

(m) Life Insurance Term Policy. The Executive Director shall be eligible to participate in a life insurance term policy and benefit plan maintained by Valley Collaborative and offered by New York Life Insurance Company, subject to the generally applicable terms and conditions of the specific policy or plan. The payment of the applicable policy premium, in the amount of \$2,581.60, shall be processed on an accounts payable warrant annually. Nothing herein shall prohibit the Board from modifying, adding, or eliminating any such benefit from time to time in its discretion.

(n) **Longevity.** The Board wishes to recognize, as it does other employees, the value of the service provided by the Executive Director, pursuant to M.G.L. c. 32, Sec. 1 and 840 CMR 15.03(1)(d)(5). The Executive Director shall receive annual longevity payment in each contract year in recognition of length of professional service rendered and as an incentive to the continued regularity of such service to the Collaborative, according to the following schedule and length of service:

On July 1 beginning the 10th year of employment with the Collaborative – \$5,000

On July 1 beginning the 15th year of employment with the Collaborative – \$7,500

4. Performance Review. The Board shall meet with the Executive Director at least sixty (60) days prior to the beginning of each fiscal year for the purpose of discussing with the Executive Director her performance, working relationship with the Board, and establishing measurable goals and management objectives for the coming fiscal year.

The Board will conduct a formal review of the Executive Director's performance on or about May 1st of each year. The purpose of the performance review is to assess overall progress by the Executive Director in attaining the goals and objectives as mutually determined by the Executive Director and the Board of Directors of the Collaborative and to assess her performance as Executive Director.

The Board shall prepare an evaluation of the Executive Director which shall be signed by the Executive Director and placed within her personnel file. Such signature shall not necessarily indicate agreement with the content thereof but rather acknowledgment of receipt of the document. The Executive Director may respond to the evaluation in writing and may attach her response to the evaluation in her file.

5. Termination. The employment of Dr. Scott as Executive Director may be terminated as follows, where in each instance the Collaborative shall act through its Board of Directors:

(a) **Death or Disability.** Dr. Scott's employment will terminate immediately upon her death or her Disability. For purposes of this Agreement, Disability is defined as the inability of Dr. Scott to perform a substantial majority of the normal duties and responsibilities of the Executive Director position for medical reasons (whether mental or physical or whether by reason of accident or illness) for a consecutive period of 90 days or any collective period of 150 days in any period of 365 consecutive calendar days. In the event of termination pursuant to this paragraph, Dr. Scott shall be entitled only to the portion of her salary earned through the last day of employment; incurred but not reimbursed expenses, if any; and any accrued unused vacation (the "Accrued Obligations"). Dr. Scott shall be paid no later than the next regularly scheduled payroll date of the Collaborative.

(b) **At the Election of the Collaborative for Cause.** The Collaborative, through its Board of Directors, may terminate Dr. Scott's employment under this Agreement for Cause. In the event that the Collaborative seeks to terminate the Executive Director's contract for Cause, the Collaborative shall serve on the Executive Director written notice of intent with an

explanation of the grounds for termination ("Notice of Termination"). Within fifteen (15) days after receipt of such Notice of Termination, the Executive Director may request a hearing before the Board of Directors, which shall be held within twenty (20) days after receipt of the request and at which the Executive Director may be represented by an attorney or other representative to present information pertaining to the basis for the decision and to her status. Such hearing may be in executive or public session, at the option of the Executive Director. If the Board does not, by majority vote, rescind its Notice of Termination, then the Notice of Termination shall stand and shall then be effective; provided, however, that the Executive Director may contest any such termination by filing for arbitration as set forth in section 16 below. In the event of termination for Cause, Dr. Scott shall be entitled only to Accrued Obligations. For the purposes of this Agreement, Cause shall be defined as: (i) Dr. Scott willfully fails or refuses to perform her duties or engages in gross misconduct; (ii) Dr. Scott commits any fraud, embezzlement, misappropriation, breach of fiduciary duty or other act of dishonesty against the Collaborative as determined in good faith by the Board of Directors; or (iii) Dr. Scott pleads guilty or *nolo contendere* to or is convicted of any felony or crime involving dishonesty, fraud or moral turpitude that negatively or adversely reflects upon the business, affairs or reputation of the Collaborative or upon her ability to perform her duties under this Agreement.

(c) At the Election of the Collaborative for Poor Performance. The Board of Directors, individually and collectively, shall promptly refer to Dr. Scott for her study and recommendation all criticism, complaints, and suggestions brought to its attention. The Collaborative, through its Board of Directors, may terminate Dr. Scott's employment due to poor performance by Dr. Scott as determined in good faith by the Board of Directors. The Collaborative must provide Dr. Scott with written notice of its intent to terminate her employment due to her poor performance and the actions necessary to cure such poor performance ("Notice of Intent and Opportunity to Cure") and give her the greater of ten (10) days or such period of time as may be determined by the Board of Directors to be reasonable depending on the circumstances in which to cure the performance problem. If, in the good faith assessment of the Board, Dr. Scott fails to cure the performance problem, the termination of Dr. Scott's employment shall be effective ten (10) days after notice to Dr. Scott of failure to cure ("Notice of Termination"); provided, however, that within fifteen (15) days after receipt of such Notice of Termination, the Executive Director may request a hearing before the Board, which shall be held within twenty (20) days after receipt of the request and at which the Executive Director may be represented by an attorney or other representative to present information pertaining to the basis for the decision and to her status. Such hearing may be in executive or public session, at the option of the Executive Director. If the Board does not, by majority vote, rescind its Notice of Termination, then the Notice of Termination shall stand and shall then be effective; provided, however, that the Executive Director may contest any such termination by filing for arbitration as set forth in section 16 below. In the event of termination for poor performance, Dr. Scott shall be entitled only to the Accrued Obligations. If Dr. Scott successfully cures the performance problem, in the good faith assessment of the Board of Directors, then the termination shall not be effective.

(d) At the Election of the Collaborative Without Cause. The Collaborative, through its Board of Directors, may immediately terminate Dr. Scott's employment under this Agreement during the term without Cause (which explicitly excludes termination under Sections 5(a), 5(b),

5(c), 5(e) or 5(f)), provided that such termination will result in the continued payment of the salary from the termination date until the expiration date of the Term of this Agreement; incurred but not reimbursed expenses, if any; and any accrued unused vacation as of the termination date.

(e) By Mutual Agreement. Dr. Scott's employment may be terminated at any time and for any reason mutually agreed to by the Board and Dr. Scott.

(f) By Expiration of the Term. Dr. Scott's employment under this Agreement may terminate upon the expiration of its term. In the event of such termination, Dr. Scott shall be entitled only to the Accrued Obligations.

(g) By the Executive Director. Dr. Scott may terminate her employment as Executive Director at any time upon one hundred eighty (180) days advance written notice to the Board. In the event of such termination, Dr. Scott shall be entitled only to the Accrued Obligations.

6. Confidentiality. Dr. Scott will at all times, both during the period while she is employed hereunder and after the termination of this Agreement and the termination of her employment hereunder for any reason or for no reason, maintain in confidence and will not, without the prior written consent of the Collaborative, use, except as required in the course of performance of her duties for the Collaborative or by court order, subpoena, summons or request from a federal or state agency, disclose or give to others any Confidential Information of the Collaborative. For purposes of this Agreement, "Confidential Information" means personal, confidential, and/or proprietary information of the Collaborative, whether in written, oral, electronic or other form, including statutorily protected information and facts concerning students and clients. Confidential Information will not include information that is in the public domain other than through any wrongful act or omission by Dr. Scott. Upon the termination of Dr. Scott's employment hereunder, for any reason or for no reason, or if the Collaborative otherwise requests, Dr. Scott will return to the Collaborative all tangible Confidential Information and copies thereof and all other Collaborative property.

7. Right of Indemnification. To the fullest extent permitted by law, Dr. Scott shall be indemnified by the Collaborative against (a) all costs and expenses, including fees and disbursements to counsel, reasonably incurred by her in connection with or arising out of any action, suit or proceeding, civil, criminal, administrative, or investigative, in which she may be involved, or incurred in anticipation of any such action, suit or proceeding, by reason of her being or having been the Executive Director of the Collaborative; and (b) the cost of any judgments, awards or fines imposed in any such action, suit or proceeding or the cost of reasonable settlements made with a view to curtailment of costs of litigation. Such payments shall be made by the Collaborative as costs or expenses are incurred by or become due from Dr. Scott, whether before or after the institution or conclusion of any such action, suit, or proceeding, upon receipt of an undertaking by or on behalf of Dr. Scott to repay such amount if determined by a court of competent jurisdiction to have not acted in good faith and in the reasonable belief that her action was in the best interests of the Collaborative. The Collaborative shall not be obligated to indemnify Dr. Scott for any costs or expenses with respect to any matter as to which Dr. Scott shall be found in such action, suit, or proceeding not to have acted in good faith and in the reasonable belief that her action was in the best interests of the Collaborative. In the event

that Dr. Scott shall have been finally adjudged in any such action, suit, or proceeding not to be acting in good faith or in the best interests of the Collaborative, she shall reimburse the Collaborative for any amounts received from it for costs and expenses incurred in connection with any such action, suit, or proceeding. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon plea of guilty or nolo contendere, or a plea equivalent to either of them, shall not, of itself, create a presumption that she did not act in good faith and in a manner which she reasonably believed to be in the best interests of the Collaborative. In order to be eligible for such indemnification, Dr. Scott must provide prompt notice in writing to the Collaborative in the event that a claim or action is brought against her.

The Collaborative shall purchase and maintain insurance on behalf of the Executive Director against any liability asserted against her and incurred by her in such capacity or arising out of her status as such, whether or not the Collaborative would have the power to indemnify her against such liability under the provisions of this section. The Collaborative's indemnity of the Executive Director shall be reduced by any amounts she may collect as indemnification under any such policy of insurance purchased and maintained on her behalf by the Collaborative.

8. Entire Agreement. This Agreement contains the entire agreement and understanding between the Board and Dr. Scott with respect to the subject matter hereof. This Agreement supersedes all prior oral or written agreements between the Collaborative and the Board, on one hand, and Dr. Scott, on the other hand, including (without limitation) any prior Employment Agreements and any other agreements, offer letters or terms sheets relating to the employment of Dr. Scott as Executive Director of the Collaborative or termination thereof.

9. Waiver. Any waiver of any breach of any terms or conditions of this Agreement shall not operate as a waiver of any other breach of such terms or conditions or any other term or condition, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision hereof.

10. Amendments. This Agreement may not be amended, nor shall any waiver, change, modification, consent or discharge be affected, except by an instrument in writing executed by or on behalf of the party against whom enforcement of any amendment, waiver, change, modification, consent or discharge is sought.

11. Headings/Construction. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. This Agreement shall not be construed more strongly against either party hereto regardless of which party is responsible for its preparation.

12. Severability. If any provision of this Agreement shall be held void, voidable, invalid or inoperative, no other provision of this Agreement shall be affected as a result thereof, and accordingly, the remaining provisions of this Agreement shall remain in full force and effect as though such void, voidable, invalid or inoperative provision had not been contained herein, unless one or both parties would be substantially and materially prejudiced.

13. **Necessary Actions.** Each of the parties hereto agrees to execute all such further instruments and documents and to take all such further action as the other party may reasonably require in order to effectuate the terms and purposes of this Agreement.

14. **Governing Law.** This Agreement shall be governed by and construed and enforced in accordance with the law of the Commonwealth of Massachusetts, without regard to the conflict of laws principles thereof.

15. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and in pleading or proving any provision of this Agreement, it shall not be necessary to produce more than the counterpart against which this Agreement is to be enforced.

16. **Arbitration.** Any disputes as to the meaning, the interpretation, application or performance of this Agreement or the employment practices or policies of the Collaborative will be resolved through binding arbitration pursuant to the American Arbitration Association's (AAA) Employment dispute Resolution Rules, and shall not be subject to litigation in Court. The party demanding such arbitration must file for it within thirty days of the act or omission alleged as the contract violation

IN WITNESS WHEREOF, the parties have executed or caused to be executed this Agreement as of the date first written above.

VALLEY COLLABORATIVE

By: Dr. Chris A. Scott
Title: Executive Director

Date: _____, 2023

By: Roger J. Lang IV
Title: Chair, Board of Directors

Date: _____, 2023



Valley Collaborative Elementary School Newsletter

September 2023



Summer in Review

This summer students went on field trips, participated in fun events, and spent time with new and familiar classmates and school staff. We hosted BMX & Skateboard shows, Curious Creatures, The Acton Discovery Center, African Drumming Workshops, and went skating at Roller Kingdom. Classes went to parks, beaches, museums, and zoos. Students worked on life skills and had memorable experiences.



Principal's Welcome

I would like to introduce myself to any families that may not know me. My name is Heather Mackay and I am the principal here at the Valley Elementary School. We are so excited to start this new school year! Our staff had a great two weeks off to rest and rejuvenate following our ESY program. It feels great to be back in our school building and we are looking forward to all the great programming we have planned for your student. If you have any questions please do not hesitate to reach out to me at hmackay@valleycollaborative.org or 978-528-7843.

Our daily communication from teachers will be on our school wide platform- Class Dojo. Please reach out to your teachers if you need support in setting up your account.

September Event

September 15th: Curious About George - Book Reading

Detective Bethany, former school resource officer and friend of our school, has written about about her police dog George! She and George will visit the school on September 15th for a book reading and presentation.

Health Packets

If you have not already done so, please send back completed student/health packets either in your students backpack or in the self-addressed envelope that was provided.

—
Please call 978-528-7843 with any questions.

Looking Ahead

**School Picture Day:
October 3rd**

September Calendar

Monday	Tuesday	Wednesday	Thursday	Friday
		6 <i>First Day for Students</i>	7	8
11	12	13	14	15
18	19	20 <i>Early Release for Students</i>	21	22
25	26	27	28	29



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 14, 2023
Re: Monthly Update - Heather MacKay, Principal Valley Elementary School

The start of the school year has been an exciting and busy time at the Elementary School. We jumped right back into the start of the 2023 – 2024 academic year with 73 students strong. We are fully staffed and excited to support student referrals that have continued coming in from our member districts along with Nashua, Andover, Pelham, and Haverhill.

In looking ahead to our next couple weeks, we have a fun seasonal event at Parlee Farms scheduled for our students to apple and pumpkin pick and enjoy a delicious apple cider donut. We also have an in person Open House planned for September 26th, 2023 and are eager to welcome our families. Parents will be invited to the classroom for a tour, meet their students' staff and view our curriculum with teachers and therapists.

Thank you for the continued support.

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
Date: September 14, 2023
Re: Monthly Update - Nick LeClair, Principal Valley Transitional High School Alternative Program

Valley's Transitional High School Alternative program began the school year by building off of the progress our program made during the 2022 – 2023 school year. Our staff retention rate from last school year to present was 100%, and the students clearly responded positively to the consistency this data represents.

We launched our freshman/sophomore cohort, Psi: Underclassmen Academy, which focuses on transitioning students into high school, strengthening foundational skills, and building post-secondary visions for 11th and 12th graders.

The dual-enrollment program is starting strong with 6 students participating in TECCA dual-enrollments, and 1 student participating in the Peterson School. On the second day of the school year, staff hosted a “club fair” so students could explore interests by signing up for directed study experiences, with offerings like Music Cover Band, Audio/Visual Club, Weightlifting, Self-Care, and more.

The staff of the Valley's Transitional High School Alternative program is excited for another year with our students.

Required Action:

None

Attachments:

None



Central Administration

11 Executive Park Drive, N. Billerica, MA 01862 | Tel: (978) 528-7826 | www.valleycollaborative.org

MEMORANDUM

To: Valley Collaborative Board of Directors
From: Dr. Chris A. Scott, Executive Director
Date: September 14, 2023
Re: Monthly Update - Nicole Noska, Principal of Valley Middle School and Valley Transitional High School, Transitional Program

Students and Valley staff in the Transitional Middle and High School and the Alternative Middle School were welcomed to the 2023-2024 school year with sparkling floors and refreshed common areas and classrooms. Our facility at 40 Linnell Circle was the focus of many projects over the summer and the efforts were noticeable and enjoyed by all on opening day!

Spirits were remarkably high as students greeted friends and staff members, both old and new, and traded stories from their summer breaks. Students were eager to begin classes and vocational training and excitedly asked about the extracurricular activities and clubs available during the fall semester.

Additionally, our revamped Physical Education spaces within our facility offer something for everyone, from strength training and cardio to pickleball and basketball. Gym activities can be adapted to fit the individual needs of each student. With other popular electives in full swing, such as multimedia, music, and art, this year promises to be an academically challenging and creative school year for Valley students.

We have hit the ground running and are excited to see where this school year takes our students!

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
Date: September 14, 2023
Re: Monthly Update - Matthew Gentile, Director of DDS Services

The summer was an active season for Valley Collaborative's Adult programming. While many individuals and Valley staff take some time away for vacations at different points of the summer, we continue to offer full-day programming. As a full-time, year round program, our individuals were out earning money, honing their skills, and continuously working to become more integrated into their communities.

During the summer season, Valley's Today and Tomorrow Program started five new individuals into our community, all transitioning in from their respective high schools. The addition of new individuals continues the steady growth pattern that our Adult Services program has seen over the last twelve months, as Valley now serves 122 individuals throughout the CBDS, group supported, and competitively employed service models.

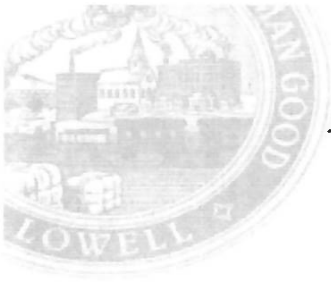
Currently, Valley is working to accept an additional ten individuals into the program, which will bring our number of active participants up over 130 individuals – breaking all previous enrollment numbers for the first time in our history. The positive energy within Valley's Adult Services continues to act as a catalyst, which is evidenced by our diverse and client centered programming options. With the demand for Valley's expertise and ability to provide support at an all-time high, we will continue our focus on the needs and requests from our client base, while working with their support systems, in order to facilitate premier adult programming in our region and statewide, as a whole.

Required Action:

None

Attachments:

None



The City of Lowell • Pollard Memorial Library
401 Merrimack St. • Lowell, MA 01852
P: 978.674.4120 • F: 978.970.4117
<https://LowellLibrary.org>

Since 1844, Lowell's public library.

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Helen Littlefield
Christine O'Conno
Muriel Parseghian
Amy Watson

4 August 2023

Valley Collaborative
40 Linnell Circle
Billerica, MA 01821

Dear Dr. Scott:

Recently, our Young Adult Librarian, Beth Brassel, colleague and friend, passed away. She had collaborated with your agency, working on library activities with some of your young adult clients. In her memory, we have taken up a collection for your agency. Beth loved working with young people so we thought this donation was a good fit.

Sincerely,

Molly Hancock
Coordinator of Youth Services
For the Staff of the Pollard Memorial Library

The City of **LOWELL** *Alive. Unique. Inspiring.*



Central Administration

11 Executive Park Dr, No Billerica MA 01862 | Tel: (978)528-7800 | www.valleycollaborative.org

August 16, 2023

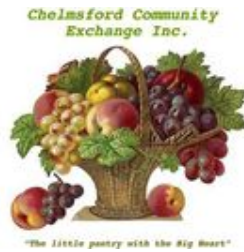
Pollard Memorial Library
401 Merrimack Street
Lowell, MA 01852

Dear Ms. Hancock:

We are sorry to hear of the passing of Beth Brassel. Thank you so very much for the \$150 donation - we are honored. This generous contribution will be used to purchase reading materials for our Adult program at Valley Collaborative. Valley appreciates the ongoing partnership we have with the Pollard Memorial Library and the work you do for the community at large.

With great respect – sincerely yours,

Dr. Chris A. Scott
Executive Director
Valley Collaborative



Mail Address: PO Box 394, Chelmsford, MA. 01824

Physical Address: 50 (rear) Billerica Road Behind Chelmsford Town Hall

Email: chelmsfordfoodpantry@gmail.com

Website: chelmsfordfoodpantry.org

July 13, 2023

Attn: Eli Gioumbakis

Valley Collaborative

Dear Eli,

The Chelmsford Community Exchange (dba Chelmsford Food Pantry) is grateful for Valley Collaborative's support of our operation during this past year.

You and your volunteer students have supported our Wednesday pick up at the Merrimack Valley Food Bank which included the loading (at times of over 2,000 pounds of food) followed by the unloading and stacking of this food at our pantry. I cannot stress enough how helpful you and the volunteer students have been to this activity on a weekly basis.

On behalf of the CFP and our Board members we send a heartfelt thank you to Valley Collaborative, the student volunteers, and you for your support.

Best regards,

Bob

Robert P. LaPorte, Jr.

Board Member

Chelmsford Community Exchange Inc, is a Charitable organization under Internal Revenue Code Section 501 © (3)

From: Leah <leah@petersonschool.com>
Sent: Friday, June 9, 2023 2:40 PM
To: Nick LeClair <nleclair@valleycollaborative.org>
Subject: RE: Community Leader Award

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

No worries at all, it was nice to finally meet you! It was a huge honor to have received that award. Your speech in regards to trade schools and the opportunities that are out there for those not taking the college route was absolutely amazing. Thank you so much for recognizing the trades with students at that level, it can and will be life changing for so many! Looking forward to continuing our partnership and we've received amazing feedback from our instructors in regards to your students this year!

Have a great weekend!

Leah

From: Nick LeClair <nleclair@valleycollaborative.org>
Sent: Friday, June 9, 2023 2:04 PM
To: Leah <leah@petersonschool.com>
Subject: Re: Community Leader Award

Leah, thanks for coming today. So sorry I didn't see you in the back. I should have introduced myself first! Thanks again for everything. Looking forward to sending you more students next year.

Nicholas LeClair, M.Ed
Principal, Alternative Programs
Transitional High School

40 Linnell Circle
Billerica, MA 01821
Tel. 978-528-7834
Fax 978-528-7810

