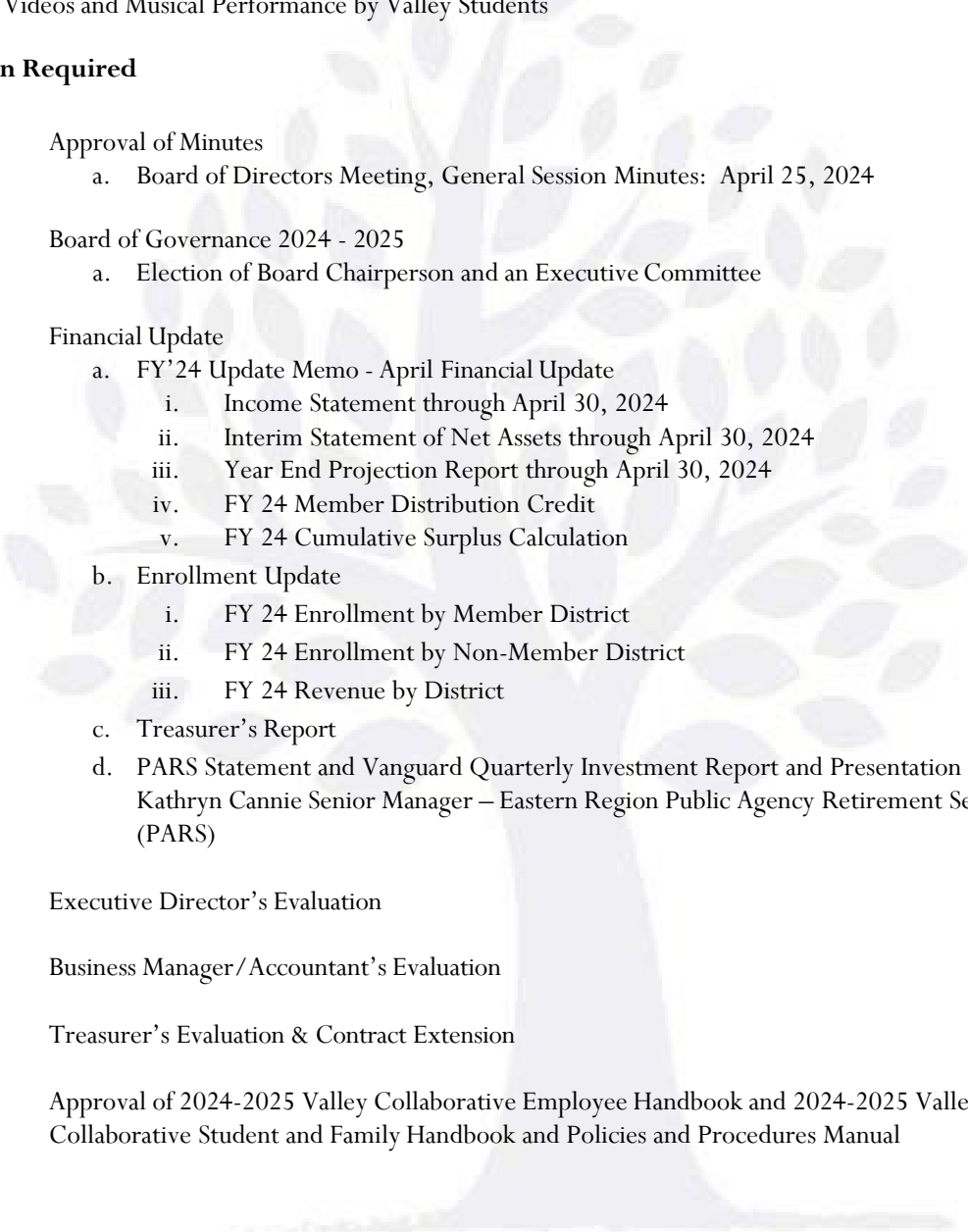


**Valley Collaborative
Board of Directors Meeting
11 Executive Park Drive, N. Billerica, Massachusetts
Thursday, June 6, 2024 ▪ 10:00 a.m.**

Welcome Guests

Dr. Anthony Bent, Consultant for M.A.S.S. Massachusetts Association of School Superintendents
Lori Likus, Creative Coaching Consultant
Darryl Wickens, Tyngsboro Sports Center
Katherine Cannie, Senior Manager – Eastern Region Public Agency Retirement Services (PARS)
Videos and Musical Performance by Valley Students

Action Required

- 
- I. Approval of Minutes
 - a. Board of Directors Meeting, General Session Minutes: April 25, 2024
 - II. Board of Governance 2024 - 2025
 - a. Election of Board Chairperson and an Executive Committee
 - III. Financial Update
 - a. FY'24 Update Memo - April Financial Update
 - i. Income Statement through April 30, 2024
 - ii. Interim Statement of Net Assets through April 30, 2024
 - iii. Year End Projection Report through April 30, 2024
 - iv. FY 24 Member Distribution Credit
 - v. FY 24 Cumulative Surplus Calculation
 - b. Enrollment Update
 - i. FY 24 Enrollment by Member District
 - ii. FY 24 Enrollment by Non-Member District
 - iii. FY 24 Revenue by District
 - c. Treasurer's Report
 - d. PARS Statement and Vanguard Quarterly Investment Report and Presentation Presented by: Kathryn Cannie Senior Manager – Eastern Region Public Agency Retirement Services (PARS)
 - IV. Executive Director's Evaluation
 - V. Business Manager/Accountant's Evaluation
 - VI. Treasurer's Evaluation & Contract Extension
 - VII. Approval of 2024-2025 Valley Collaborative Employee Handbook and 2024-2025 Valley Collaborative Student and Family Handbook and Policies and Procedures Manual

**Valley Collaborative
Board of Directors Meeting
11 Executive Park Drive, N. Billerica, Massachusetts
Thursday, June 6, 2024 ▪ 10:00 a.m.**

No Action Required

- VIII. Making a Difference Awards
- a. Student, Individual and Staff of the Month Award Presentation
 - b. The Annual Dr. Anthony Bent Leadership Award Presentation
Recipient: Mazyar Moshtaghi, Chief Technology Officer
 - c. The Community Partner Award Presentation
Recipient: Darryl Wickens, Tyngsboro Sports Center
- IX. Valley Collaborative District Improvement Plan Update
Presented by: Lori Likus, Creative Coaching Consultant
- X. Communications
- State Agencies
- a. DESE Financial Review Protocol Update
- Valley Program Updates
- b. Elementary School Update
 - c. Transitional High School Alternative Programming Update
 - d. Middle School and Transitional High School Transitional Programming Updates
 - e. Valley Transitional High School & Valley Middle School Location Update
 - f. Adult Services Update
 - g. Safety Committee Update
- Community and Staff
- h. Valley Transitional High School Graduation Invitation
 - i. Valley's Summer Newsletter
 - j. Elementary School Newsletters: May, June
 - k. Fundraiser Update 2024
 - l. Chelmsford Food Bank – Thank You



Central Administration

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MEMORANDUM

To: Valley Collaborative Board of Directors
From: Dr. Chris A. Scott, Executive Director
Date: June 6, 2024
Re: Approval of Minutes

Attached please find the minutes from the Board of Directors Meeting, General Session Minutes: April 25, 2024.

Required Action:

- Vote to approve the minutes from the Board of Directors Meeting, General Session Minutes: April 25, 2024.

Attachments:

- Board of Directors Meeting General Session Minutes: April 25, 2024

**Valley Collaborative Board of Directors
General Session Meeting Minutes
April 25, 2024
10:02 a.m. – 11:44 a.m.
11 Executive Park, N. Billerica, MA**

Board Members Present: Dr. Jay Lang, Dr. Laura Chesson, Dr. Denise Pigeon, Dr. Christopher Chew, Ms. Brenda Theriault-Regan, Dr. Michael Flanagan, Dr. Kerry Clery

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

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

Also Present: Thomas Lent, Barrow Weatherhead Lent LLP

Call to Order: Dr. Jay Lang, Chairman, convened the Collaborative Board Meeting at 10:02 a.m.

Dr. Lang and Dr. Chris Scott welcomed all in attendance.

Approval of Minutes

Dr. Jay Lang 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 Ms. Brenda Theriault-Regan, and seconded by Dr. Denise Pigeon, a quorum of voters being present, it was voted:

VOTED: To approve the General Session Meeting Minutes for the Board of Directors dated January 11, 2024.

The vote was 5-0-2. Yes: Dr. Jay Lang, Dr. Laura Chesson, Dr. Denise Pigeon, Dr. Christopher Chew, Ms. Brenda Theriault-Regan. Dr. Michael Flanagan and Dr. Kerry Clery abstained.

Financial Update

Executive Director's Report and Fiscal Year 2024 Update

Dr. Scott reviewed the Third Quarter/March 2024 financial update and year end projection, which was outlined within her memorandum to the Board contained within the Board materials. Dr. Scott reviewed revenues, expenses, budget and enrollment for the School Year 2024-2025. Dr. Scott indicated that year-end projections were trending more favorable than the amended

budget due to several factors, including, higher than projected tuition revenue due to additional students enrolling and state contract revenues. Dr. Scott and the Board discussed the total projected expenses. The Board discussed the current surplus funds as currently anticipated for fiscal year end.

On a motion made by Dr. Michael Flanagan, and seconded by Ms. Brenda Theriault-Regan, a quorum of voters being present, it was voted by roll-call vote:

VOTED: That the Board of Directors hereby authorizes the distribution of \$1,695,822 in surplus funds to its member districts based on the percentages and methodology established by the Board, specifically an allocation based on the FY2024 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 roll-call vote was 7-0. Yes: Dr. Jay Lang, Dr. Laura Chesson, Dr. Denise Pigeon, Dr. Christopher Chew, Ms. Brenda Theriault-Regan, Dr. Michael Flanagan and Dr. Kerry Clery.

Valley Collaborative Five-Year Enrollment Analysis

Dr. Scott referred the Board to the prior five-year enrollment analysis materials contained within the Board materials. Dr. Scott presented the analysis, trending data by school and projections. The Board discussed.

Treasurer's Report

Ms. Heidi Kriger, the Collaborative Treasurer, provided the Board with her report which covered the months December 2023 through March 2024. 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. The Board, Dr. Scott and Ms. Kriger discussed the Collaborative's banking relationships, account information and interest rates applicable to the accounts. The Board, Dr. Scott and Ms. Kriger also discussed the investment portfolio for the OPEB Trust and the relationship with PARS.

On a motion made by Ms. Brenda Theriault-Regan, and seconded by Mr. Steven Stone, 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 filed and maintained at the Collaborative.

The vote was 7-0. Yes: Dr. Jay Lang, Dr. Laura Chesson, Dr. Denise Pigeon, Dr. Christopher Chew, Ms. Brenda Theriault-Regan, Dr. Michael Flanagan and Dr. Kerry Clery.

Reapproval of Valley Collaborative's Finance, Human Resources and Payroll Manual

Dr. Scott presented certain changes and revisions to the existing manual, a copy of which was included within the Board materials. Dr. Scott agreed to provide the revised manual to the Board members by email. The Board reviewed and there was no further discussion.

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

VOTED: That the Board of Directors approves the revised Finance, Human Resource, and Payroll Manual in the substantive form presented at this meeting.

The vote was 7-0. Yes: Dr. Jay Lang, Dr. Laura Chesson, Dr. Denise Pigeon, Dr. Christopher Chew, Ms. Brenda Theriault-Regan, Dr. Michael Flanagan and Dr. Kerry Clery.

O Linnell Circle and Donation for Establishment of a Green Space to Support the Outdoor Learning Program

Dr. Scott and Thomas Lent provided an update to the Board relating to the status of Merrimack Education Center's donation to the Collaborative of the undeveloped land located at 0 Linnell Circle as well as \$10,000 to assist with the establishment of a Green Space to Support the Outdoor Learning Program and to offset any closing costs to the land transfer. The Board revisited and discussed its prior actions with respect to the donation and any further action to authorize Dr. Scott and the Board Chair to finalize the transaction.

On a motion made by Dr. Denise Pigeon 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 and the Board Chairman to finalize documentation to effectuate the transfer of the property to Valley Collaborative and for the Board Chairman to execute the documentation on behalf of the Collaborative.

The vote was 7-0. Yes: Dr. Jay Lang, Dr. Laura Chesson, Dr. Denise Pigeon, Dr. Christopher Chew, Ms. Brenda Theriault-Regan, Dr. Michael Flanagan and Dr. Kerry Clery.

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

VOTED: That the Board accepts the donation of \$10,000 from MEC for the Establishment of a Green Space to Support Outdoor Learning Program.

The vote was 7-0. Yes: Dr. Jay Lang, Dr. Laura Chesson, Dr. Denise Pigeon, Dr. Christopher Chew, Ms. Brenda Theriault-Regan, Dr. Michael Flanagan and Dr. Kerry Clery.

Fundraising to Develop a Green Space to Support Outdoor Learning Program

Dr. Scott outlined the Collaborative's plan to recruit private and/or corporate partners and sponsors and to commence a fundraising initiative towards the Development of a Green Space to Support Outdoor Learning Program. The Board discussed and agreed that Dr. Scott may take any necessary actions to support and account for this initiative.

Executive Director IPDP for Professional DESE License Renewal

Dr. Scott presented to the Board her memo regarding license renewal. There was no further discussion.

DESE Mid-Cycle Review

Dr. Scott updated the Board with respect to the DESE review to commence on April 25, 2024 with the Collaborative self-assessment due in August 2024. There was no further discussion.

Presentation of Draft DESE Financial Review for Collaboratives

Dr. Scott directed the Board to the draft DESE Financial Review for Collaborative materials contained within the Board materials. Dr. Scott and the Board reviewed at-length the financial review protocol, criteria, indicators and analysis and discussed. Dr. Scott reviewed each of the criterion and provided examples of Collaborative responsive materials. The Board discussed.

Fleet Vehicle Replacement Strategy Update

Dr. Scott reviewed with the Board the fleet vehicle replacement strategy update memo contained within the Board materials. Dr. Scott summarized the status of the fleet, including documentation and strategy with respect to purchase or leasing options. The Board discussed.

SPEDfi Admissions Module Demonstration

Dr. Camelia Rosca presented the revisions and additions to SPEDfi relating to the ongoing to modernize, professionalize and streamline the admissions module and process. There was no further discussion.

Valley Collaborative Program Updates

Dr. Scott introduced separately Nick LeClair, Nicole Noska and Matthew Gentile, each of whom provided the Board with an update regarding their respective schools and/or programs (noting that written memos were included within the Board materials). The Board acknowledged Nick LeClair's appearance and article entitled "Virtual Learning Can Answer the Academic Needs of Moderate Disabilities" within the AASA School Administrator publication for March 2024. There was no further discussion.

Dr. Scott presented updates with respect to the Collaborative's District Improvement Plan (2025-2030). Safety Committee, Professional Learning/ADP Pro Summit, Technology Department's website revisions and the Valley Collaborative's Medical Behavioral Emergency Response Plan. There was no further discussion.

Communications

Dr. Scott directed the Board to the communications contained within the Board materials, which she reviewed with the Board. There was no further discussion.

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

VOTED: To adjourn the Board meeting.

The vote was 7-0. Yes: Dr. Jay Lang, Dr. Laura Chesson, Dr. Denise Pigeon, Dr. Christopher Chew, Ms. Brenda Theriault-Regan, Dr. Michael Flanagan and Dr. Kerry Clery.

Dr. Jay Lang adjourned the Collaborative Board Meeting at 11:44 a.m.

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

- School Year 2024-2025 Electronic Board Binder for Board Meeting, April 25, 2024

Respectfully Submitted,

Dr. Jay Lang, Chairman

Dated: _____



Central Administration

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MEMORANDUM

To: Valley Collaborative Board of Directors
From: Dr. Chris A. Scott, Executive Director
Date: June 6, 2024
Re: Election of Board Chairperson and Executive Committee

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

Required Action:

Vote to elect a Board Chairperson and an Executive Committee

Attachments:

None



Central Administration

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MEMORANDUM

To: Valley Collaborative Board of Directors
From: Dr. Chris A. Scott, Ph.D., Executive Director
James George, CPA, CVA, JD, Business Manager/Accountant
Date: June 6, 2024
Re: Financial Update and Year End Projection

As of April 30, 2024 (175 of 210 days – 83.3%), Valley closed favorable with revenues on target at 85.81% and expenses at 83.3%.

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

- Tuition revenue is now projected to be higher by over \$1M. This increase is due to higher enrollment after the amended budget was created.
- State contract revenue continues to be trending higher than expected - \$150,000 more than the amended budget and almost \$400,000 more than the original budget.
- Projected operating expenses for the year are expected to be close to the original budget. Overall total expenses are up primarily due to an increase in salaries associated with hiring staff for an increased enrollment.

The cumulative surplus for the year is still projected to be above \$2M. At the last meeting, the Board voted to return \$1,695,822 in surplus for FY25. Conservatively, this estimated amount of excess cumulative surplus as of June 30, 2024 is anticipated to be \$1,772,791.

For your review, I have attached the strong enrollment trends by district type and revenue as of May 29, 2024.

On Tuesday, May 28, 2024, DESE sent two MARCUM accountants to Valley Collaborative to perform the DESE draft financial review protocol for Collaboratives. As previously mentioned, Valley is one of the thought partners working with Ms. Renee Davis, *Partner*, and Ms. Romina Mameli, *Director* at MARCUM to fine tune this protocol. It is our understanding that the draft financial review protocol will not be finalized for state implementation until after Valley Collaborative completes the process. Prior to the accounting team's on-site visit, Valley submitted two truckloads of Valley's financial data and many of our business "trade secrets" to MARCUM through their online portal. The on-site review portion was completed this week. Ms. Davis and Ms. Mameli are in the process of issuing the final report. Before they concluded and as reported out to our team at the conclusion of the on-site visit, both accountants were highly complementary of the data we shared and thanked us for our contributions. They went on to state that Valley was in the unique position to help shape the financial review protocol for Collaboratives across the state. Our contributions will ultimately reduce the risk of Collaboratives going out of business in the future, which inherently puts school districts both at programmatic and financial risk. The accounting team concluded their review with high praise for Valley and informed us that they, in collaboration with DESE, are still in the process of developing the format of the final report. The accounting team stated they

would provide the initial draft to Valley for our review and feedback within 10 days. I will pass along the final report to the Board once it is received.

Again, this year, it has been an honor to offer high quality special education services in the most fiscally responsible manner. Our collective work and dedication to Valley's mission has resulted in positive outcomes for students and a projected \$2M+ return to school districts. I would like to thank Valley's Board Chair, Dr. Jay Lang, and the Board of Directors for their effective oversight, governance and generous support of this most important work.

Required Action:

- None

Attachments:

- Income Statement through April 30, 2024
- Interim Statement of Net Assets through April 30, 2024
- Year End Projection Report through April 30, 2024
- FY 24 Member Distribution Credit
- FY 24 Cumulative Surplus Calculation
- FY 24 Enrollment by Member District
- FY 24 Enrollment by Non-Member District
- FY 24 Revenue by District
- Treasurer Report April 2024
- PARS April 2024



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Required Action:

- None

Attachments:

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- PARS April 2024

Valley Collaborative
Interim Statement of Revenues, Expenses and Changes in Net Assets
For the Period Ending April 30, 2024
175 of 210 (83.3%) School Days

UNAUDITED			
	AMENDED BUDGET	ACTUAL	
REVENUES			
Services	\$ 19,600,000	\$ 16,812,654	
State Contracts	4,500,000	3,853,068	
Other	700,000	569,847	
Interest	5,000	49,476	
Total Revenues	24,805,000	21,285,045	85.81%
EXPENSES			
Salaries	16,431,226	13,915,413	
Employee Benefits	2,935,498	2,273,129	
Operating Expenses	2,364,910	2,066,154	
Leases & Rentals	593,247	336,275	
Depreciation	751,000	625,833	
Total Expenses	23,075,881	19,216,804	83.3%
Change in Net Assets - Operating	\$ 1,729,119	\$ 2,068,241	
Non Operating Activities			
Return to Member Districts	-		
Non-Operating Expenses (1)	(1,015,000)	(873,810)	
Change in Net Assets	\$ 714,119	\$ 1,194,431	

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 Net Assets
For the Period Ended
April 30, 2024

UNAUDITED	
ASSETS	
Current Assets	
Cash and Cash Equivalents	\$ 5,791,052
Restricted Investments - OPEB	7,275,359
Accounts Receivable, Net	4,312,611
Prepaid Expenses and Other Assets	39,306
Cash Held for Member Districts	1,037,376
Total Current Assets	18,455,704
Non-Current Assets	
Land & Building	4,902,394
Furniture, Equipment, and Leasehold Improvements,	
Net of Depreciation	1,642,187
Construction in Progress	-
Total Non-Current Assets	6,544,581
TOTAL ASSETS	\$ 25,000,285
LIABILITIES AND NET ASSETS	
Current Liabilities	
Accounts Payable and Accrued Liabilities	\$ 1,827,729
Other Liabilities	2,516,129
Member District Accounts (Settlement)	1,037,376
Total Current Liabilities	5,381,234
Total Liabilities	5,381,234
Net Assets	
Operating - Unrestricted	5,887,263
Restricted - Student Activities	27,234
Reserved - OPEB Trust	4,786,163
Reserved - Capital	1,500,000
Invested in Capital Assets, Net of Related Debt	7,418,391
Total Net Assets	19,619,051
TOTAL LIABILITIES AND NET ASSETS	\$ 25,000,285

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

Valley Collaborative
FY 2024 Projection

FY 2024 UNAUDITED PROJECTION					
	ORIGINAL BUDGET	AMENDED BUDGET	ACTUAL	FY 2024 Projection	Projected Final 2 Months
REVENUES					
Services	\$ 18,420,000	\$ 19,600,000	\$ 16,812,654	\$ 20,655,865	\$ 3,843,211
State Contracts	4,200,000	4,500,000	3,853,068	4,623,682	770,614
Other	650,000	700,000	569,847	683,816	113,969
Interest	5,000	5,000	49,476	59,371	9,895
Total Revenues	23,275,000	24,805,000	21,285,045	26,022,734	4,737,689
EXPENSES					
Salaries	15,531,226	16,431,226	13,915,413	16,647,350	2,731,937
Employee Benefits	2,935,498	2,935,498	2,273,129	2,877,754.80	604,626
Operating Expenses	2,364,910	2,364,910	2,066,154	2,479,385	413,231
Leases & Rentals	593,247	593,247	336,275	593,247	256,972
Depreciation	751,000	751,000	625,833	751,000	125,167
Total Expenses	22,175,881	23,075,881	19,216,804	23,348,736	4,131,932
Change in Net Assets - Operating	\$ 1,099,119	\$ 1,729,119	\$ 2,068,241	\$ 2,673,998	\$ 605,757
Non Operating Activities					
Return to Member Districts		-			
Non-Operating Expenses (1)	(905,000)	(1,015,000)	(873,796)	(1,015,000)	(141,204)
Change in Net Assets	\$ 194,119	\$ 714,119	\$ 1,194,445	\$ 1,658,998	\$ 464,553

Projected Distribution of Surplus Funds for FY2023 From Enrollment Data

Estimated Distribution of Surplus Funds for FY2024 From Spedfi Data					
at June 30, 2024					
				Projected	
				Percentage	Estimated
Member District	Summer Tuition	School Year Tuition	Total Fiscal Year Tuition	of Total	Return
Billerica Public Schools	130,555	934,558	1,065,112	11.16%	189,320.81
Chelmsford Public Schools	201,443	1,453,806	1,655,249	17.35%	294,215.99
Dracut Public Schools	173,442	1,299,209	1,472,651	15.44%	261,759.62
Groton-Dunstable Regional School District	60,845	529,217	590,062	6.18%	104,881.83
Nashoba Valley Technical High School	4,667	16,115	20,782	0.22%	3,693.91
North Middlesex Regional School District	191,321	1,199,981	1,391,301	14.58%	247,299.96
Tewksbury Public Schools	191,628	1,152,385	1,344,013	14.09%	238,894.66
Tyngsborough Public Schools	95,889	702,897	798,786	8.37%	141,981.97
Westford Public Schools	134,414	1,068,267	1,202,681	12.61%	213,773.25
Grand Total	1,184,203	8,356,434	9,540,637	100.00%	1,695,822.00

Valley Collaborative
Cumulative Surplus Calculation - FY 24
As of June 30, 2024

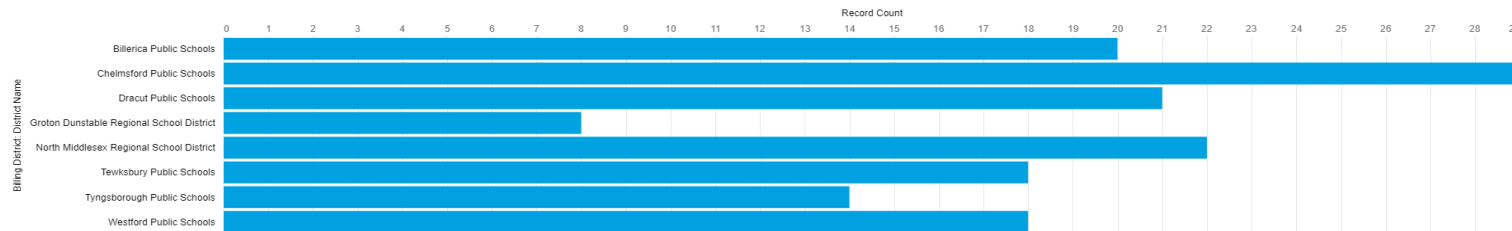
(A)	Voted Cumulative Surplus as of June 30, 2023	5,560,807
(B)	Amount of (A) used to make contribution to OPEB Trust PY	-
	Amount of Current Year Return Previously Voted	(304,552)
(c)	Unexpended FY 24 General Funds	2,409,998
(D)	Cumulative Surplus as of 6/30/24	7,666,253
(E)	FY 24 Total General Fund Expenditures	23,573,847
(F)	Cumulative Surplus Percentage	32.52%
	Estimated Amount of Excess Cumulative Surplus as of June 30, 2024	<u><u>1,772,791</u></u>
	Voted Prior Meeting 4/25/2024	<u><u>1,695,822</u></u>

FY24 Enrollment by Member District Today

As of 2024-05-29 10:58:51 Eastern Standard Time/EST



Billing District: District Name ↑	Record Count
Billerica Public Schools	20
Chelmsford Public Schools	29
Dracut Public Schools	21
Groton Dunstable Regional School District	8
North Middlesex Regional School District	22
Tewksbury Public Schools	18
Tyngsborough Public Schools	14
Westford Public Schools	18
Total	150



FY24 Enrollment NonMember District Today

As of 2024-05-29 09:29:13 Eastern Standard Time/EST



Billing District: District Name	Record Count
Acton Boxborough Regional School District	2
Andover Public Schools	1
Arlington Public Schools	1
Athol Royalston Regional School District	1
Ayer Shirley Regional School District	1
Bedford Public Schools	4
Beverly Public Schools	2
Boston Public Schools	4
Chelsea Public Schools	2
Clinton Public Schools	2
Dover School District	2
Fitchburg Public Schools	3
Gloucester Public Schools	1
Haverhill Public Schools	3
Hudson Public Schools	1
Lawrence Public Schools	2
Leominster Public Schools	1
Lexington Public Schools	2
Lincoln Public Schools	6
Littleton Public Schools	3
Londonderry School District	3
Lowell Public Schools	11
Lynn Public Schools	2
Malden Public Schools	3
Manchester School District	2
Marlborough Public Schools	2
Maynard Public Schools	4
Melrose Public Schools	2
Merrimack School District	2
Methuen Public Schools	8
Narragansett Public Schools	1
Nashoba Regional School District	1
Nashua School District	4
Newburyport Public Schools	1
Newton Public Schools	1
North Andover Public Schools	1
Peabody Public Schools	1
Pelham School District	4
Raymond School District	1
Reading Public Schools	1
Revere Public Schools	1
Salem School District	2
SAU 106 Timberlane Regional School District	1
SAU 10 Derry Cooperative School District	2
SAU 16	2
SAU 39	1
SAU 54 Rochester School Department	1
SAU 56 Somersworth School District	1

SAU 95 Windham	1
Somerville Public Schools	1
Westwood Public Schools	1
Wilmington Public Schools	5
Winchendon Public Schools	1
Winchester Public Schools	1
Woburn Public Schools	2
Worcester Public Schools	1
Total	123

FY24 Revenue by District Type through May

As of 2024-05-29 10:02:13 Eastern Standard Time/EST



District	Sum of Tuition to Date	Sum of Services to Date	Total Invoice Amount to Date	Paid with Cash	Paid with Credit	Owing
Non Member	6,441,181.61	2,629,761.69	9,070,943.30	7,906,870.97	31,749.90	1,132,322.43
Member	5,824,778.61	1,991,184.82	7,820,804.43	5,312,354.80	1,364,142.80	1,170,036.20
Total	12,265,960.22	4,620,946.51	16,891,747.73	13,219,225.77	1,395,892.70	2,302,358.62

**VALLEY COLLABORATIVE
TREASURER'S REPORT
APRIL 30, 2024**

		<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	\$ 2,275,281.02	\$ 3,116,869.14		\$ (291,434.96)		\$ (1,400,000.00)	\$ 3,700,715.20
Payroll	a/c 795823	\$ 237,025.54		\$ (1,121,875.09)			\$ 1,400,000.00	\$ 515,150.45
Joe's Bistro	a/c 531401	\$ 3,859.80	\$ 1,886.11					\$ 5,745.91
ICS MMDA	a/c 856490	\$ 4,749.19				\$ 1.94		\$ 4,751.13
Capital Reserve	a/c 4063467	\$ 1,500,000.00						\$ 1,500,000.00
Independence Project	a/c 821315	<u>\$ 114.36</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 114.36</u>
TOTAL ENTERPRISE BANK ACCOUNTS		<u>\$ 4,021,029.91</u>	<u>\$ 3,118,755.25</u>	<u>\$ (1,121,875.09)</u>	<u>\$ (291,434.96)</u>	<u>\$ 1.94</u>	<u>\$ -</u>	<u>\$ 5,726,477.05</u>
MMDT	a/c 0044263747	<u>\$ 1,087,509.59</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 4,929.50</u>	<u>\$ -</u>	<u>\$ 1,092,439.09</u>
Total Unrestricted Cash		<u>\$ 5,108,539.50</u>	<u>\$ 3,118,755.25</u>	<u>\$ (1,121,875.09)</u>	<u>\$ (291,434.96)</u>	<u>\$ 4,931.44</u>	<u>\$ -</u>	<u>\$ 6,818,916.14</u>
PARS OPEB Trust		<u>\$ 7,275,358.98</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (1,737.49)</u>	<u>\$ (228,312.18)</u>	<u>\$ -</u>	<u>\$ 7,045,309.31</u>
TOTAL CASH		<u>\$ 12,383,898.48</u>	<u>\$ 3,118,755.25</u>	<u>\$ (1,121,875.09)</u>	<u>\$ (293,172.45)</u>	<u>\$ (223,380.74)</u>	<u>\$ -</u>	<u>\$ 13,864,225.45</u>



VALLEY COLLABORATIVE
PARS OPEB Trust Program

Account Report for the Period
4/1/2024 to 4/30/2024

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

Account Summary

Source	Beginning Balance as of 4/1/2024	Contributions	Earnings	Expenses	Distributions	Transfers	Ending Balance as of 4/30/2024
OPEB	\$7,275,358.98	\$0.00	-\$228,312.18	\$1,737.49	\$0.00	\$0.00	\$7,045,309.31
Totals	\$7,275,358.98	\$0.00	-\$228,312.18	\$1,737.49	\$0.00	\$0.00	\$7,045,309.31

Investment Selection

Source

OPEB **Target Index Balanced Strategy**

Investment Objective

Source

OPEB Dual goals are to provide a moderate amount of current income with moderate capital growth.

Investment Return

Source	1-Month	3-Months	1-Year	Annualized Return			Plan's Inception Date
				3-Years	5-Years	10-Years	
OPEB	-3.14%	1.16%	9.44%	1.03%	6.02%	-	6/24/2015

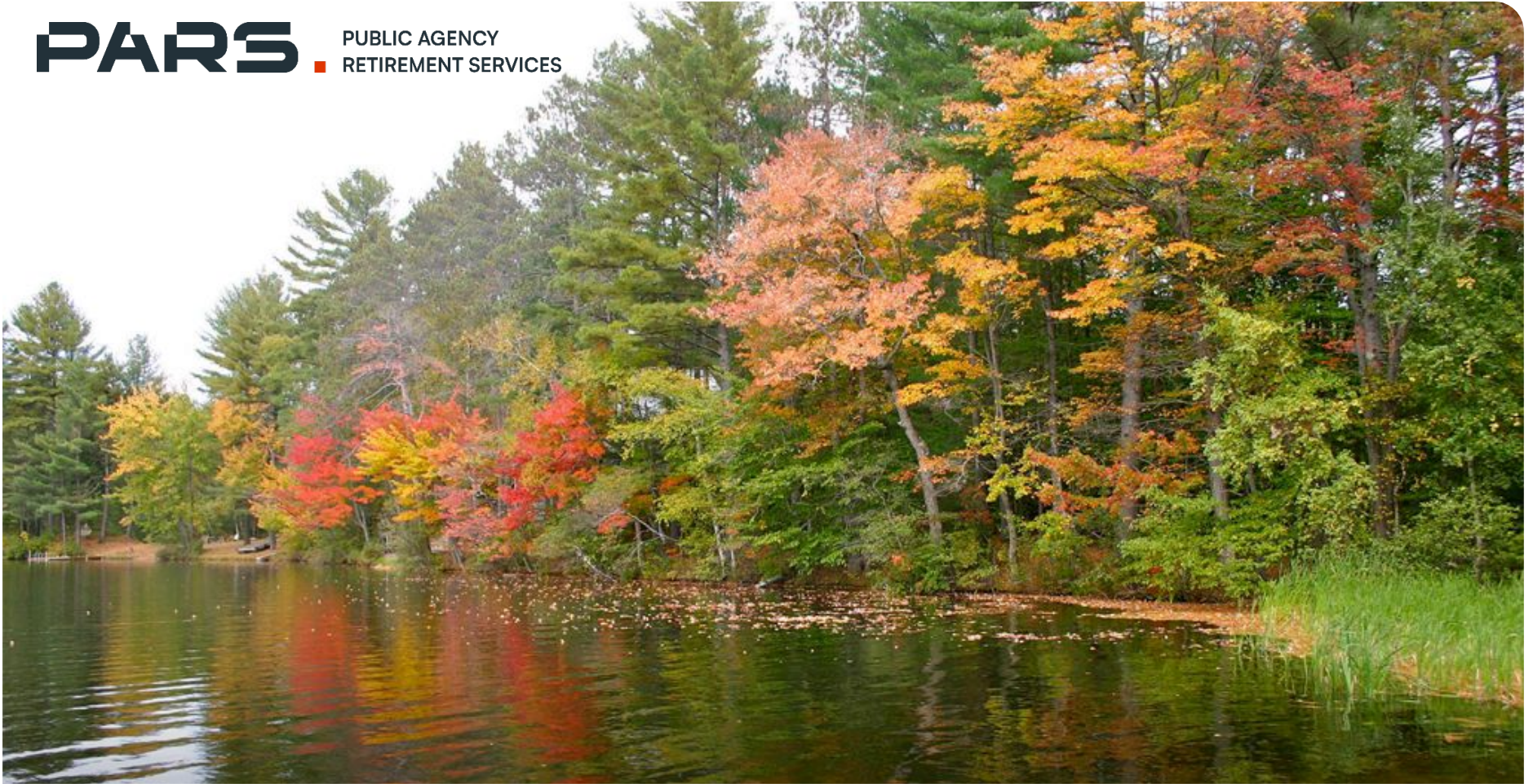
Information as provided by US Bank, Trustee for PARS; Not FDIC Insured; No Bank Guarantee; May Lose Value

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

Headquarters - 4350 Von Karman Ave., Suite 100, Newport Beach, CA 92660 800.540.6369 Fax 949.250.1250 www.pars.org



VALLEY COLLABORATIVE

OPEB Trust Program (OPEB) Board Meeting
June 6th, 2024

INVESTMENT UPDATE

Vanguard Update

- Mercer Investments purchased Vanguard's OCIO (Outsourced Chief Investment Officer) business in early 2024
- Mercer Investments exited servicing public pension plans in 2010 and will not continue service for any of Vanguard's existing public agency client base (including all PARS agencies)
- Investment advisory services for PARS clients concluded March 31, 2024.

U.S. Bank/PFMAM Solution

- PARS worked with current Trustee (U.S. Bank) to find a solution to replace Vanguard as OCIO
- With U.S. Bank as discretionary trustee and PFM Asset Management (PFMAM) as it's investment subadvisor, your agency:
 - Accesses the **same** investment allocation strategy
 - Continues to use a **low cost, index-based** approach
 - Pays **similar overall fees** compared to what was previously charged by both Vanguard and U.S. Bank (as directed Trustee)
 - **Receives economies of scale pricing** that can lower overall fees as other participating agencies add assets to the plan

PARS 115 TRUST TEAM

As of March 31, 2024

Trust Administrator & Consultant*



- Serves as record-keeper, consultant, and central point of contact
- Sub-trust accounting
- Coordinates all agency services
- Monitors plan compliance (IRS/GASB/State Government Code)
- Processes contributions/disbursements
- Hands-on, dedicated support teams

40

Years of Experience
(1984-2024)

2,000+

Plans under
Administration

1,000+

Public Agency
Clients

500+

115 Trust Clients

500K+

Plan Participants

\$8.0B

Assets under
Administration

* See important information regarding PARS in the Disclaimer page at the end of the presentation.

Trustee



- 5th largest commercial bank and one of the nation's largest trustees for Section 115 trusts
- Safeguard plan assets
- Oversight protection as plan fiduciary
- Custodian of assets

161

Years of Experience
(1863-2024)

\$9.5T

Assets under
Administration

Investment Manager



- Investment sub-advisor to trustee U.S. Bank
- Institutional asset management solutions
- Fixed income and multi asset portfolios
- Active and passive platform options
- Customized portfolios (with minimum asset level)

40+

Years of Investment
Experience
(As of 12/31/2023)

\$229.8B*

Assets under Management
& Advisement

* Assets under management and advisement as of December 31, 2023, includes fixed income and multi asset class portfolios
Investment Management Services by PFM Asset Management as sub-advisor

ONE-STOP SHOP SERVICES

The PARS Section 115 Trust offers comprehensive trust services:



Investment Management Services by PFM Asset Management as sub-advisor. See important Disclaimer at the end of this presentation.

SUMMARY OF AGENCY'S PLAN

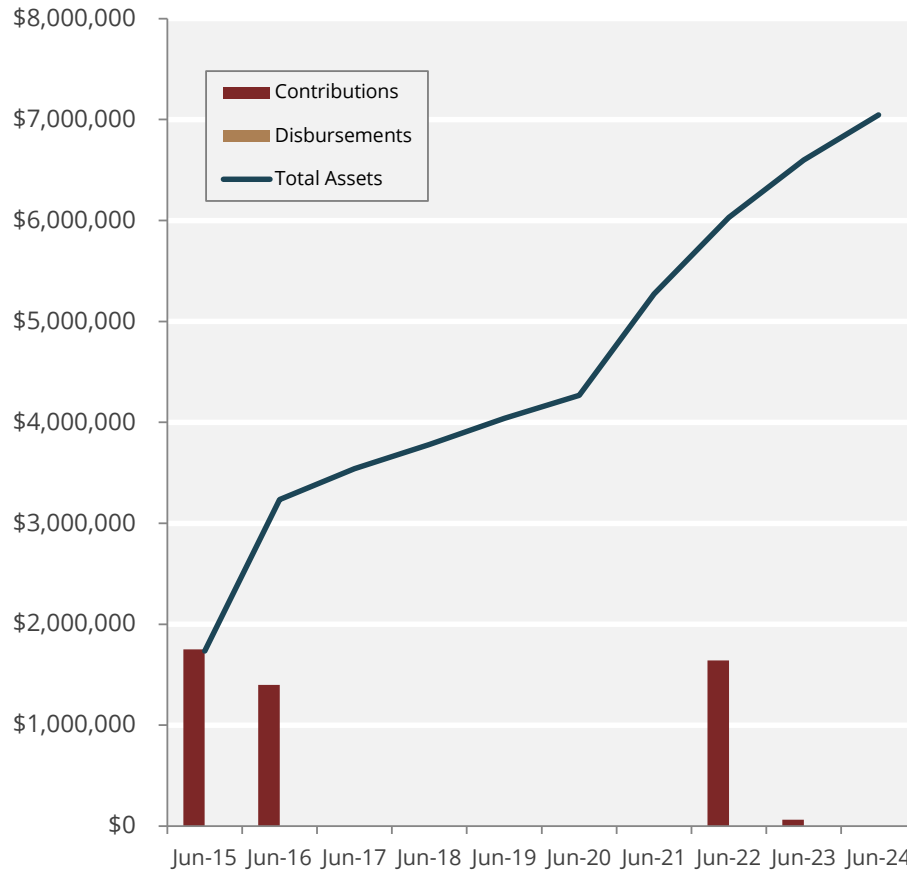
Plan Effective Date:	June 18, 2015
Type of Plan:	IRC Section 115 Irrevocable Exclusive Benefit Trust
Investment Strategy:	PFM Target Index-Based Balanced Strategy
Plan Administrator & Contact:	Heidi Kriger, Treasurer
Plan Contact:	Dr. Chris Scott, Executive Director

AS OF APRIL 30, 2024:

Initial Contribution:	June 2015 - \$1,750,000
Additional Contributions:	\$3,104,654
Total Contributions:	\$4,854,654
Disbursements:	\$0
Expenses:	\$111,350
Total Investment Earnings:	\$2,302,005
Account Balance:	\$7,045,309

SUMMARY OF AGENCY'S PLAN

CONTRIBUTIONS, DISTRIBUTIONS, AND TOTAL ASSETS AS OF APRIL 30, 2024:



Year	Contributions	Disbursements	Total Assets
Jun-15**	\$1,750,000	\$0	\$1,734,606
Jun-16	\$1,400,000	\$0	\$3,234,508
Jun-17	\$0	\$0	\$3,542,216
Jun-18	\$0	\$0	\$3,779,108
Jun-19	\$0	\$0	\$4,039,225
Jun-20	\$0	\$0	\$4,266,767
Jun-21	\$0	\$0	\$5,271,479
Jun-22	\$1,640,580	\$0	\$6,030,973
Jun-23	\$64,074	\$0	\$6,598,707
Jun-24**	\$0	\$0	\$7,045,309

Plan Year Ending

*Plan Year Ending June 2015 is based on 1 month of activity
 **Plan Year Ending June 2024 is based on 10 months of activity

OPEB ACTUARIAL RESULTS

PARS has received the actuarial report by Odyssey Advisors with a Valuation Date of July 1, 2022, and a Measurement Date as of June 30, 2023. In the following tables, we have summarized the results.

Demographic Study	As of June 30, 2023
Actives	229
Retirees/Disabled & Dependents	14
Total	243

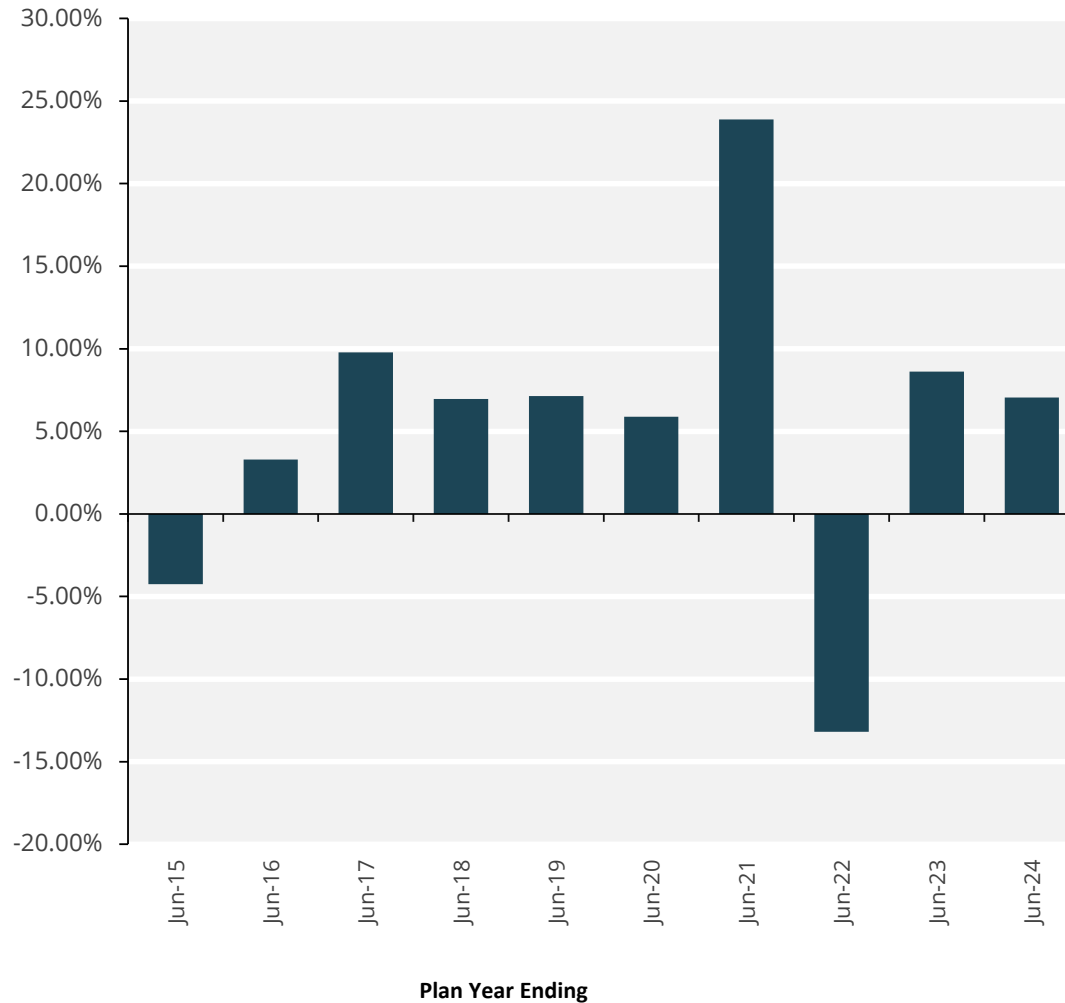
OPEB ACTUARIAL RESULTS

Data from 2023 Annual Financial Report	Measurement Date: June 30, 2021 Discount Rate: 4.25%	Measurement Date: June 30, 2022 5.04% Discount Rate	Measurement Date: June 30, 2023 4.69% Discount Rate
Total OPEB Liability	\$7,760,675	\$7,855,437	\$8,406,758
Fiduciary Net Position (Plan Assets)	\$5,271,479	\$6,030,973	\$6,598,707
Net OPEB Liability	\$2,489,196	\$1,824,464	\$1,808,051
Total Employer Contribution	\$51,730	\$1,694,497	\$128,142
Funded Ratio	67.9%	76.8%	78.49%

**Data obtained from the Collaborative's Actuarial Valuation prepared by Odyssey Advisors with a Measurement Date as of June 30, 2023*

INVESTMENT PERFORMANCE

PORTFOLIO AS OF APRIL 30, 2024:



1-Year Return

9.44%

3-Year Return

1.03%

5-Year Return

6.02%

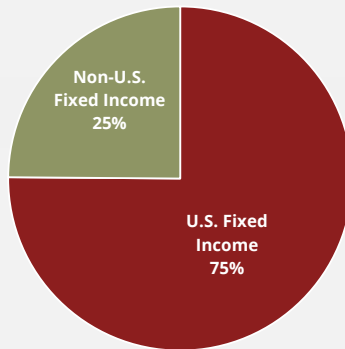
INVESTMENT REVIEW

RETURNS & COMPOSITION OF FUNDS

As of March 31, 2024

VANGUARD TRAILING RETURNS

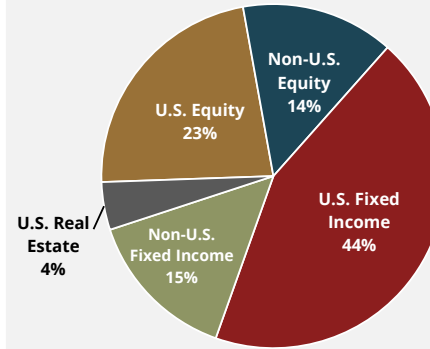
Fixed Income



Investment Returns

1-Year, 3.42%
3-Year, -1.70%
5-Year, 0.64%
10-Year, 1.76%

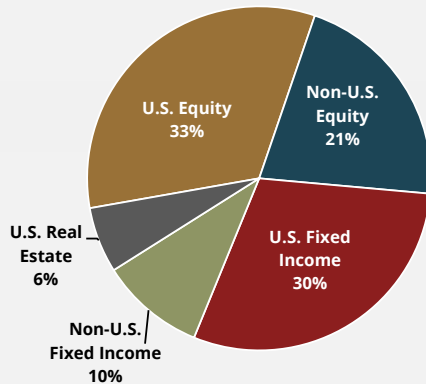
Conservative



Investment Returns

1-Year, 10.51%
3-Year, 1.60%
5-Year, 5.01%
10-Year, 5.05%

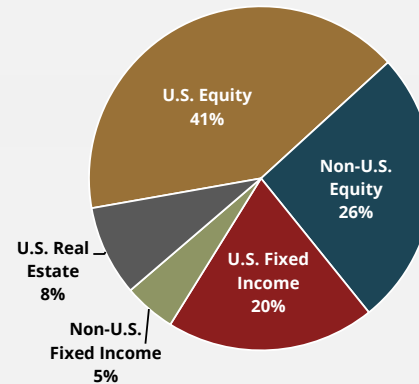
Balanced



Investment Returns

1-Year, 14.07%
3-Year, 3.13%
5-Year, 7.06%
10-Year, 6.55%

Growth

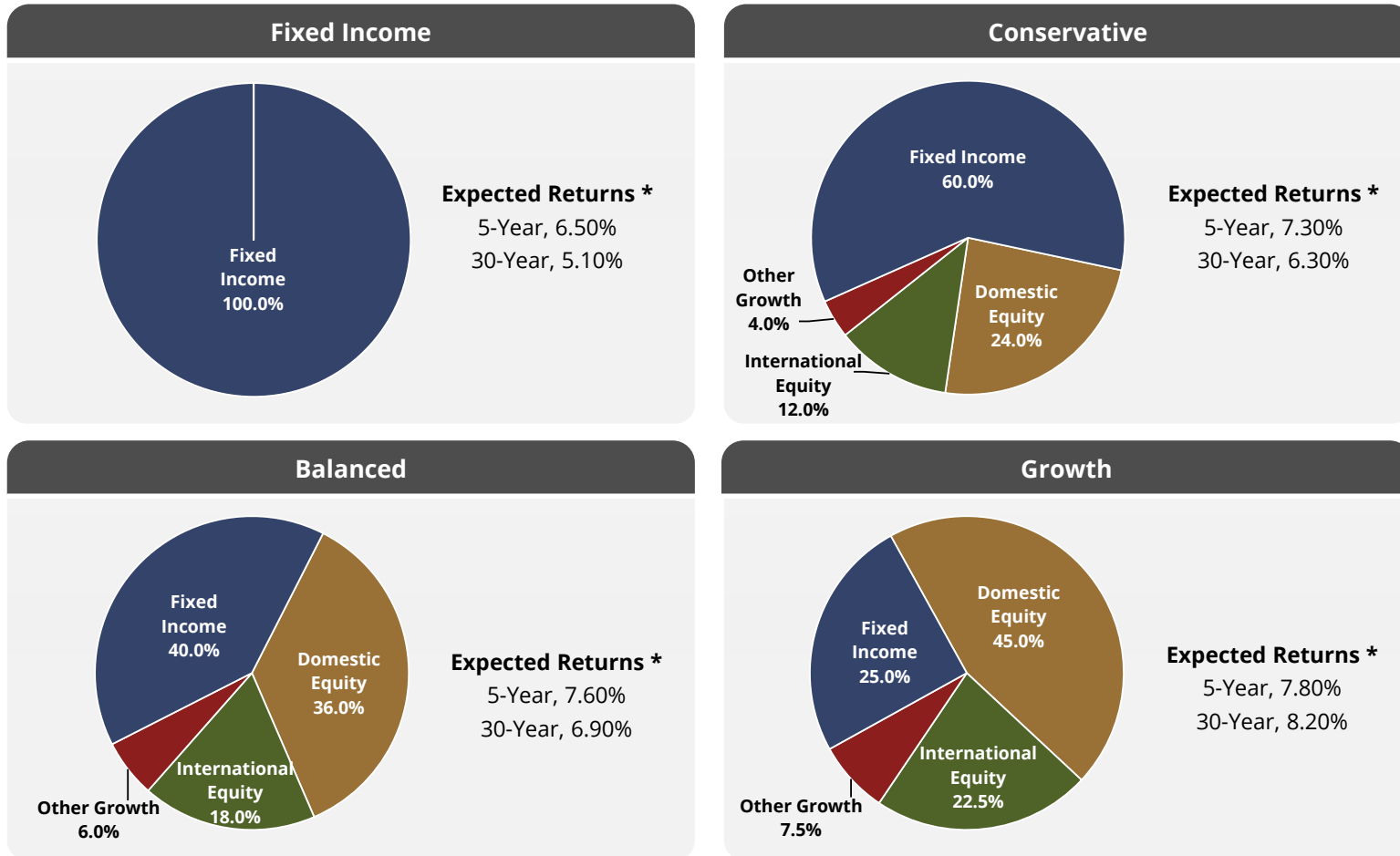


Investment Returns

1-Year, 16.65%
3-Year, 4.30%
5-Year, 8.41%
10-Year, 7.69%

NEW PFMAM TARGET INDEX BASED STRATEGIES

The following portfolios, managed by PFM Asset Management (PFMAM), are **passively managed**:



* Data from PFMAM Target Index-Based strategies: Asset Allocation Summary. Representative as of 2/12/2024. Asset allocations and assumptions are subject to change. Please see important disclosures at the end of this presentation for additional information.

TARGET INDEX BASED INVESTMENT RETURNS*

	1-Year	3-Year	5-Year
Fixed Income	3.18%	-1.79%	0.99%
Conservative	10.83%	1.63%	4.93%
Balanced	14.65%	3.34%	6.89%
Growth	17.52%	4.62%	8.37%

* Projected 1-, 3- and 5-Year return is calculated by PARS based on the 3/31/2024 return of each fund list above and prorated based on the allocation weights for each investment strategy (Fixed Income, Conservative, Balanced, and Growth). These are **not** historical returns of the Fixed Income, Conservative, Balance, and Growth strategies as they were only proposed and not yet implemented as of 3/31/24. The 3/31/2024 return for each fund was obtained from the Fact Sheet of each fund (available upon request).

The advisor to the PARS portfolios is U.S. Bank, and PFM Asset Management LLC (PFMAM) serves as sub-advisor to U.S. Bank to manage these portfolios.

CONTRIBUTIONS AND DISBURSEMENTS

Contributions

- Each participating agency has full flexibility regarding its contribution amounts and timing
- Funds can be transferred into the trust at any time and can be sent either electronically or by check

Disbursements

- Agencies also have full control over the amounts and timing of disbursements, providing they are made for OPEB costs
- Requests for a disbursement be made:
 - Directly to the Agency
 - Directly to healthcare providers
 - Directly to retirees (if OPEB policy allows)
- Disbursements are made using the PARS Payment Reimbursement Form and must include documentation showing retiree healthcare costs



CONTACTS

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Coordinator, Eastern Region
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End-of-Cycle Summative Evaluation Report: Superintendent



End-of-Cycle Summative Evaluation Report: Superintendent

Superintendent: Dr. Chris A. Scott

June 6, 2024

Evaluator: Dr. Jay Lang

June 6, 2024

Name

Signature

Date

Step 1: Assess Progress Toward Goals (Complete page 3 first; circle one for each set of goal[s].)

Professional Practice Goal(s)	Did Not Meet	Some Progress	Significant Progress	Met	Exceeded
Student Learning Goal(s)	Did Not Meet	Some Progress	Significant Progress	Met	Exceeded
District Improvement Goal(s)	Did Not Meet	Some Progress	Significant Progress	Met	Exceeded

Step 2: Assess Performance on Standards (Complete pages 4–7 first; then check one box for each standard.)

Indicators

Unsatisfactory = Performance on a standard or overall has not significantly improved following a rating of *Needs Improvement*, or performance is consistently below the requirements of a standard or overall and is considered inadequate, or both.

Needs Improvement/Developing = Performance on a standard or overall is below the requirements of a standard or overall but is not considered to be Unsatisfactory at the time. Improvement is necessary and expected. *For new superintendents, performance is on track to achieve proficiency within three years.*

Proficient = **Proficient practice is understood to be fully satisfactory. This is the rigorous expected level of performance.**

Exemplary = A rating of *Exemplary* indicates that practice significantly exceeds *Proficient* and could serve as a model of practice regionally or statewide.

	Unsatisfactory	Needs Improvement	Proficient	Exemplary
Standard I: Instructional Leadership				X
Standard II: Management and Operations				X
Standard III: Family and Community Engagement				X
Standard IV: Professional Culture				X



End-of-Cycle Summative Evaluation Report: Superintendent

Step 3: Rate Overall Summative Performance (Based on Step 1 and Step 2 ratings; circle one.)

Unsatisfactory Needs Improvement Proficient Exemplary

Step 4: Rate Impact on Student Learning (Check only one.)

Low	Moderate	High
-----	----------	------

Step 5: Add Evaluator Comments

Comments and analysis are recommended for any rating but are required for an overall summative rating of Exemplary, Needs Improvement or Unsatisfactory or Impact on Student Learning rating of high or low.

Comments

Dr. Scott leads Valley Collaborative in an exemplary manner serving students and families on behalf of member districts. Dr. Scott keeps each students’ academic, social and emotional learning at the forefront of all decisions at Valley which is appreciated by the members of the Board. In addition to her day-to-day administration of Valley Collaborative, Dr. Scott remains focused on statewide financial and student support service-related matters through her participation and leadership on MOEC. Dr. Scott continuously strives to better her leadership and the programs and services Valley Collaborative offers.

Superintendent's Performance Goals

Goals should be SMART and include at least one goal for each category: professional practice, student learning, and district improvement.

Check one box for each goal.

Goal(s)	Description	Did Not Meet	Some Progress	Significant Progress	Met	Exceeded
Professional Practice						
1	<p>Please see the following artifacts which can be found in 2023-2024 Educator Evaluation Artifacts Google Folder (organized according to DESE's Standards, Indicators, and Elements and DDS/MRC Indicators):</p> <ul style="list-style-type: none"> Valley's motto "leadership at every level" was supported again this year with leadership development workshops offered six times over the course of the school year facilitated by Dr. Anthony Bent, targeting the Leadership Team and our "Farm Team" of aides, support staff, and professional staff. Valley was proud to have Dr. Anthony Bent as the keynote speaker and guest speaker Dr. Donna Hicks, Associate, Weatherhead Center for Internal Affairs at Harvard University and author of "Dignity" and "Leading with Dignity", for Valley's Staff Orientation Day on Tuesday, September 5, 2023. Facilitated Valley's Special Education Directors Regional meetings. Performed duties as MOEC Treasurer, Chair of Finance Committee, Chair of Ethics Committee, and Chair of Policy Committee; also a member of Facilities Committee In an effort to stabilize Valley's workforce and retain staff, with full support from Valley's Board of Directors, an expanded longevity payment and schedule was instituted to provide a holiday pay based on 1+ years of service. Valley began working with Vector Solutions to initiate the implementation of two separate modules: 1.) Learning Management System (LMS) and 2.) Evaluations & PD Tracking. This professional system will streamline our 					X

	<p>professional learning outcomes and processes and tie together staffs' needs with our District Improvement Plan and their evaluation. We are rolling out the professional learning Vector capabilities for July 1, 2024 and plan to implement the evaluation module for all staff during FY'25.</p> <ul style="list-style-type: none"> Financial Management - Valley is projecting \$2M+ over budget for FY'24. We are proud to have met this very important financial goal in spite of the challenges of the pandemic. Continuously updates, when required, Valley Collaborative's Finance Policies and Procedures Manual and Human Resources and Payroll Manual to maintain alignment to all federal and state laws, regulations, and guidelines Continued to engage in professional development opportunities with Lyle Kirtman's Superintendent Leadership Series over the course of the 2023 - 2024 school year. 					
Student Learning						
2	<ul style="list-style-type: none"> 2023 - 2024 Principal Meetings Today and Tomorrow Program Handbook & Policies and Procedure Manual Valley continues to grow opportunities for individuals in the Adult programs and increase enrollment. As a result, Valley's Adult Services contracts have significantly expanded over the past 5 years. The DDS program enrollment is expected to surpass 130 participants. A few short years ago, enrollment was consistently in the 80s. Valley continues to expand its services to individuals in the greater Lowell area and help them obtain meaningful work through our MRC program, annually. In preparation for the next full licensing and certification review conducted through the Office of Quality Assurance/DDS, Valley continues to adjust programming to ensure it meets the 200 indicators that will be reviewed. 				X	

District Improvement						
3	<ul style="list-style-type: none"> Completed and analyzed All Hazards Risk Assessment and continuously implement strategies to increase safety measures across all Valley Due to sound fiscal management, there has been a redistribution of millions of dollars of funds to Districts in FY'15, FY'16, FY'17, FY'18, FY'19, FY'20, FY'21, FY'22, FY'23 & FY'24. FY'23 Annual Report and DESE Approval Letter FY'23 DESE Annual Independent Audit Report & Approval Letter District Improvement Planning survey results from Staff and Students were most impressive. Please see results linked Valley tuition and fees continue to be among, if not, the lowest in the Commonwealth and are unparalleled given our staff to student ratios Member District School Committee quarterly communications (newsletters) For numerous years, Valley has been encouraging DESE to develop a financial review protocol to ensure compliance with state laws and governance. In the fall of 2023, DESE hired an accounting firm to develop the draft review and asked Valley, along with a few other Collaboratives, to provide feedback to the department on the initial draft of the review process/procedures. This review process was included as a topic during a MOEC executive board meeting in January, where Ruth Herish announced that Valley's historical Board books (a.k.a. large white binders) should be used as "the roadmap" to set up a Collaborative. After the review protocol is adopted by the department, collaboratives will be reviewed every 6 years. Valley is honored to be the first Collaborative to undergo this review process. The recently enacted FY24 budget (Chapter 28 of the Acts of 2023) mandates that the Group Insurance Commission (GIC) offer health insurance benefits to any new, eligible employee on the first day of the month following the employee's date of hire, effective July 1, 2024. The relevant legislative language 					X

	<p>(contained in Section 83) further notes that if the employee's day of hire falls on the first of the month, then that employee's benefits begin that same day. As a result of this law, all Valley's ADP benefit setups/processes will have to be modified due to the necessary modifications to the current 60-day benefits waiting period for all GIC benefits for new, eligible employees. This change will impact future new hires as well as all agencies and entities offering benefits through the GIC. The extended waiting period for insurance eligibility has long been an issue of concern for new employees and the organizations that employ them and reducing it will improve the lives of those hired by the Commonwealth and other GIC-insured organizations in the future.</p> <ul style="list-style-type: none"> • Valley is in the process of developing a new and upgraded website. We are changing vendors from Blackboard to Final Site. • Valley Collaborative's current Van Fleet Finance Replacement Strategy focuses on purchasing new/replacement vans in lieu of leasing the same vehicle, as it was found to be more financially advantageous due to our ability to outright buy vehicles without the need to finance over time. The major considerations to analyze when deciding whether to lease or buy include: (1) Residual value on lease vs ownership equity after 3 years; (2) Maintenance & "Wear and Tear"; (3) Factory Warranty; (4) Cost of Lease vs Cash Purchase. Based on a lease costing an additional \$8,000 per vehicle over a 3 year term (for fees and interest), the annual cost of each van would total \$2,666 more to lease than purchase. The collaborative currently has 40 vans in the fleet. Purchasing vans outright verse leasing will save the collaborative \$106,640 per year in fees and interest, on average. • Valley's 2018 - 2024 Technology Plan was updated to reflect FY'24 initiatives and programmatic needs. • Medical Behavioral Emergency Response Plan • SPEDFi is an integrated Business Solutions Suite for special education finance and administration. In FY'23, the billing module was fully implemented. In FY'24, the admissions module was developed and presented. The Board was presented with this module by Dr. Camelia Rosca, developer, at the April 2024 Board of Directors meeting. 					
--	--	--	--	--	--	--

	<ul style="list-style-type: none"> Valley's original District Improvement Plan was completed during the spring of 2025 and updates were made to the document to include (in blue font) everything that was completed this year. Congratulations to the team – this successfully concluded the 2015 – 2020 + Bridge years District Improvement Plan. In the spirit of ever-forward, the leadership teams began to develop a new five-year District Improvement Plan (2025 – 2030) with Lori Likis as our guiding consultant. "Year over Year Comparison: FY'24 is projected to be \$683,816 compared to \$590,000 in FY'23. This is up 63% from FY'22. These funds pay for the vocational stipends that the adults receive when they go to the training sites." 					
--	---	--	--	--	--	--

Superintendent's Performance Rating for Standard I: Instructional Leadership

Overall Rating for Standard I Instructional Leadership (Circle one.)	The education leader promotes the learning and growth of all students and the success of all staff by cultivating a shared vision that makes powerful teaching and learning the central focus of schooling.
---	---

Unsatisfactory

Needs Improvement

Proficient

Exemplary

Comments and analysis (recommended for any overall rating; required for overall rating of *Exemplary*, *Needs Improvement* or *Unsatisfactory*):

Dr. Scott is a presence at Valley Collaborative, ensuring all staff and students have the resources they require to successfully perform to their highest level. Dr. Scott acknowledges social-emotional learning in partnership with high expectations for students and staff are at the forefront of decision-making at Valley Collaborative.

Indicator/Element	Indicator Rating	Artifact/Action/Benchmark
-------------------	------------------	---------------------------

S1C2: Adjustments to Practice		In preparation for the next full licensing and certification review conducted through the Office of Quality Assurance/DDS, Valley continues to adjust programming to ensure it meets the 200 indicators that will be reviewed.
S1E1: Data-Informed Decision Making		Valley's 2018 - 2024 Technology Plan was updated to reflect FY'24 initiatives and programmatic needs.
S1E2: Plans and Goals		Valley continues to expand its services to individuals in the greater Lowell area and help them obtain meaningful work through our MRC program, annually.

Examples of evidence superintendent might provide:

- Goals progress report
- Analysis of classroom walk-through data
- Analysis of district assessment data
- Sample of district and school improvement plans and progress reports
- Analysis of staff evaluation data
- Report on educator practice and student learning goals
- Student achievement data
- Analysis of student feedback
- Analysis of staff feedback
- Relevant school committee meeting agendas/materials
- Analysis of leadership team(s) agendas and/or feedback
- Protocol for school visits
- Other: _____

Superintendent's Performance Rating for Standard II: Management and Operations

Overall Rating for Standard II Operational Systems (Circle one.)	The education leader promotes the learning and growth of all students and the success of all staff by ensuring a safe, efficient, and effective learning environment, using resources to implement appropriate curriculum, staffing, and scheduling.
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Unsatisfactory**Needs Improvement****Proficient****Exemplary****Comments and analysis (recommended for any overall rating; required for overall rating of *Exemplary*, *Needs Improvement* or *Unsatisfactory*):**

Dr. Scott excels in the area of management and operations keeping Valley Collaborative as a leading organization for financial accountability and reporting in the state. This is evidenced by the relationship Dr. Scott has developed with state-level agencies in her work to develop best-practices to serve as a model for collaboratives statewide.

Indicator/Element	Indicator Rating	Artifact/Action/Benchmark
S2A1: Plans, Procedures, and Routines		Completed and analyzed All Hazards Risk Assessment and continuously implement strategies to increase safety measures across all Valley
S2A2: Operational Systems		For numerous years, Valley has been encouraging DESE to develop a financial review protocol to ensure compliance with state laws and governance. In the fall of 2023, DESE hired an accounting firm to develop the draft review and asked Valley, along with a few other Collaboratives, to provide feedback to the department on the initial draft of the review process/procedures. This review process was included as a topic during a MOEC executive board meeting in January, where Ruth Hersh announced that Valley's historical Board books (a.k.a. large white binders) should be used as "the roadmap" to set up a Collaborative. After the review protocol is adopted by the department, collaboratives will be reviewed every 6 years. Valley is honored to be the first Collaborative to undergo this review process.
S2A2: Operational Systems		Medical Behavioral Emergency Response Plan
S2A2: Operational Systems		SPEDFi is an integrated Business Solutions Suite for special education finance and administration. In FY'23, the billing module was fully implemented. In FY'24, the admissions module was developed and presented. The Board was presented with this module by Dr. Camelia Rosca, developer, at the April 2024 Board of Directors meeting.
S2A2: Operational Systems		Financial Management - Valley is projecting \$2M+ over budget for FY'24. We are proud to have met this very important financial goal in spite of the challenges of the pandemic.
S2A2: Operational Systems		The DDS program enrollment is expected to surpass 130 participants. A few short years ago, enrollment was consistently in the 80s.
S2B2: Induction, Professional Development, and Career Growth Strategies		Valley's motto "leadership at every level" was supported again this year with leadership development workshops offered six times over the course of the school year facilitated by Dr. Anthony Bent, targeting the Leadership Team and our "Farm Team" of aides, support staff, and professional staff.

S2B2: Induction, Professional Development, and Career Growth Strategies		In an effort to stabilize Valley's workforce and retain staff, with full support from Valley's Board of Directors, an expanded longevity payment and schedule was instituted to provide a holiday pay based on 1+ years of service.
S2D1: Laws & Policies		FY'23 Annual Report and DESE Approval Letter
S2D1: Laws & Policies		FY'23 DESE Annual Independent Audit Report & Approval Letter
S2D1: Laws & Policies		The recently enacted FY24 budget (Chapter 28 of the Acts of 2023) mandates that the Group Insurance Commission (GIC) offer health insurance benefits to any new, eligible employee on the first day of the month following the employee's date of hire, effective July 1, 2024. The relevant legislative language (contained in Section 83) further notes that if the employee's day of hire falls on the first of the month, then that employee's benefits begin that same day. As a result of this law, all Valley's ADP benefit setups/processes will have to be modified due to the necessary modifications to the current 60-day benefits waiting period for all GIC benefits for new, eligible employees. This change will impact future new hires as well as all agencies and entities offering benefits through the GIC. The extended waiting period for insurance eligibility has long been an issue of concern for new employees and the organizations that employ them and reducing it will improve the lives of those hired by the Commonwealth and other GIC-insured organizations in the future.
S2D1: Laws & Policies		Today and Tomorrow Program Handbook & Policies and Procedure Manual
S2E1: Fiscal Systems		Due to sound fiscal management, there has been a redistribution of millions of dollars of funds to Districts in FY'15, FY'16, FY'17, FY'18, FY'19, FY'20, FY'21, FY'22, FY'23 & FY'24.
S2E1: Fiscal Systems		Valley tuition and fees continue to be among, if not, the lowest in the Commonwealth and are unparalleled given our staff to student ratios
S2E1: Fiscal Systems		Valley Collaborative's current Van Fleet Finance Replacement Strategy focuses on purchasing new/replacement vans in lieu of leasing the same vehicle, as it was found to be more financially advantageous due to our ability to outright buy vehicles without the need to finance over time. The major considerations to analyze when deciding whether to lease or buy include: (1) Residual value on lease vs ownership equity after 3 years; (2) Maintenance & "Wear and Tear"; (3) Factory Warranty; (4) Cost of Lease vs Cash Purchase. Based on a lease costing an additional \$8,000 per vehicle over a 3 year term (for fees and interest), the annual cost of each van would total \$2,666

		more to lease than purchase. The collaborative currently has 40 vans in the fleet. Purchasing vans outright verse leasing will save the collaborative \$106,640 per year in fees and interest, on average.
S2E1: Fiscal Systems		Continuously updates, when required, Valley Collaborative's Finance Policies and Procedures Manual and Human Resources and Payroll Manual to maintain alignment to all federal and state laws, regulations, and guidelines
S2E1: Fiscal Systems		Valley continues to grow opportunities for individuals in the Adult programs and increase enrollment. As a result, Valley's Adult Services contracts have significantly expanded over the past 5 years.

Standard II: Management and Operations: Promotes the learning and growth of all students and the success of all staff by ensuring a safe, efficient, and effective learning environment, using resources to implement appropriate curriculum, staffing, and scheduling

Indicator II-E – Fiscal Systems: Develops a budget that supports the district's vision, mission, and goals; allocates and manages expenditures consistent with district- and school-level goals and available resources.

Element II-E-1 Fiscal Systems – Proficient: Develops a budget that aligns with the district's vision, mission, and goals. Allocates and manages expenditures consistent with district/school-level goals and available resources.

Examples of evidence superintendent might provide:

- Goals progress report
- Budget analyses and monitoring reports
- Budget presentations and related materials
- External reviews and audits
- Staff attendance, hiring, retention, and other HR data
- Analysis of student feedback
- Analysis of staff feedback
- Analysis of safety and crisis plan elements and/or incidence reports
- Relevant school committee meeting agendas/minutes/materials
- Analysis and/or samples of leadership team(s) schedule/agendas/materials
- Other:_____

Superintendent's Performance Rating for Standard III: Family and Community Engagement

Overall Rating for Standard III Family and Community Engagement (Circle one.)	The education leader promotes the learning and growth of all students and the success of all staff through effective partnerships with families, community organizations, and other stakeholders that support the mission of the district and its schools.
--	--

Unsatisfactory

Needs Improvement

Proficient

Exemplary

Comments and analysis (recommended for any overall rating; required for overall rating of *Exemplary*, *Needs Improvement* or *Unsatisfactory*):

Dr. Scott is known throughout Valley Collaborative to students and families, always making herself available to talk, listen and learn from the relationships she has cultivated at Valley. Dr. Scott is a straight-forward leader who possesses excellent interpersonal skills, allowing her to foster and develop positive relationships with the greater Valley Collaborative community. Dr. Scott prides herself on relationships and maximizing the ones she has developed to the benefit of Valley Collaborative and its students and families.

Indicator/Element	Indicator Rating	Artifact/Action/Benchmark
S3A2: Community & Stakeholder Engagement		Member District School Committee quarterly communications (newsletters)
S3A2: Community & Stakeholder Engagement		Year over Year Comparison: FY'24 is projected to be \$683,816 compared to \$590,000 in FY'23. This is up 63% from FY'22. These funds pay for the vocational stipends that the adults receive when they go to the training sites.
S3C1: Culturally Proficient Communication		Valley is in the process of developing a new and upgraded website. We are changing vendors from Blackboard to Final Site.
S3A2: Community & Stakeholder Engagement		District Improvement Planning survey results from Staff and Students were most impressive. Please see results linked.

Standard III – Family and Community Engagement: Promotes the learning and growth of all students and the success of all staff through effective partnerships with families, community organizations, and other stakeholders that support the mission of the school and district.

Indicator III-A – Engagement: Actively ensures that all families are welcome members of the classroom and school community and can contribute to the effectiveness of the classroom, school, district and community.

Element III-A-1 – Family Engagement – Proficient: Provides resources and support for all personnel to use culturally sensitive practices to ensure that all families are welcome and can contribute to the district, classroom, school and community's effectiveness. Works with administrators to identify and remove barriers to families' involvement, including families whose home language is not English.

Element III-A-2- Community and Business Engagement – Proficient: Establishes ongoing relationships with community organizations, community members, and businesses. Engages them to increase their involvement to maximize community contributions for district effectiveness.

Examples of evidence superintendent might provide:

- | | | |
|---|--|--|
| □ Goals progress report | □ Sample district and school newsletters and/or other communications | □ Analysis of survey results from parent and/or community stakeholders |
| □ Participation rates and other data about school and district family engagement activities | □ Analysis of school improvement goals/reports | □ Relevant school committee presentations and minutes |
| □ Evidence of community support and/or engagement | □ Community organization membership/participation/ contributions | □ Other:_____ |

Superintendent's Performance Rating for Standard IV: Professional Culture

Overall Rating for Standard IV Professional Culture (Circle one.)	The education leader promotes the learning and growth of all students and the success of all staff by nurturing and sustaining a districtwide culture of reflective practice, high expectations, and continuous learning for staff.
---	---

Unsatisfactory

Needs Improvement

Proficient

Exemplary

Comments and analysis (recommended for any overall rating; required for overall rating of Exemplary, Needs Improvement or Unsatisfactory):

Dr. Scott holds herself and others to high expectations and standards. Dr. Scott strives to make Valley Collaborative the most inclusive and welcoming environment it can be, while always keeping the needs of students at the forefront of her decision-making.

Indicator/Element	Indicator Rating	Artifact/Action/Benchmark
S4A1: Commitment to High Standards		Continued to engage in professional development opportunities with Lyle Kirtman's Superintendent Leadership Series over the course of the 2023 - 2024 school year.
S4A2: Mission & Core Values		Valley's original District Improvement Plan was completed during the spring of 2025 and updates were made to the document to include (in blue font) everything that was completed this year. Congratulations to the team – this successfully concluded the 2015 – 2020 + Bridge years District Improvement Plan. In the spirit of ever-forward, the leadership teams began to develop a new five-year District Improvement Plan (2025 – 2030) with Lori Likis as our guiding consultant.
S4A3: Meetings		Facilitated Valley's Special Education Directors Regional meetings.
S4A3: Meetings		2023 - 2024 Principal Meetings

S4B1: Policies & Practices		Performed duties as MOEC Treasurer, Chair of Finance Committee, Chair of Ethics Committee, and Chair of Policy Committee; also a member of Facilities Committee
S4D1: Continuous Learning of Staff		Valley was proud to have Dr. Anthony Bent as the keynote speaker and guest speaker Dr. Donna Hicks, Associate, Weatherhead Center for Internal Affairs at Harvard University and author of "Dignity" and "Leading with Dignity", for Valley's Staff Orientation Day on Tuesday, September 5, 2023.
S4D1: Continuous Learning of Staff		Valley began working with Vector Solutions to initiate the implementation of two separate modules: 1.) Learning Management System (LMS) and 2.) Evaluations & PD Tracking. This professional system will streamline our professional learning outcomes and processes and tie together staffs' needs with our District Improvement Plan and their evaluation. We are rolling out the professional learning Vector capabilities for July 1, 2024 and plan to implement the evaluation module for all staff during FY'25.

Standard IV – Professional Culture: Promotes success for all students by nurturing and sustaining a school culture of reflective practice, high expectations, and continuous learning for staff.

Indicator IV-C – Communications: Demonstrates strong interpersonal, written and verbal communication skills.

Element IV-C-1 – Proficient: Demonstrates strong interpersonal, written, and verbal communication skills.

Examples of evidence superintendent might provide:

- Goals progress report
- District and school improvement plans and reports
- Staff attendance and other data
- Memos/newsletters to staff and other stakeholders
- School visit protocol and sample follow-up reports
- Presentations/materials for community/parent meetings
- Analysis of staff feedback
- Samples of principal/administrator practice goals
- School committee meeting agendas/materials
- Sample of leadership team(s) agendas and materials
- Analysis of staff feedback
- Other: _____



Central Administration

11 Executive Park Drive, N. Billerica MA 01862 * Tel: (978)-528-7800 * www.valleycollaborative.org

2023 - 2024 Summative Evaluation

Educator Name: (first and last): James George

Educator email address: jgeorge@valleycollaborative.org

Educator Title: Business Manager/Town Accountant

Primary Evaluator - Name/Title: Dr. Jay Lang, Chelmsford Public Schools Superintendent

Supervising Evaluator - Name/Title: Dr. Chris A. Scott, Valley Collaborative Executive Director

School(DESE)/Programs(DDS/MRC): All

Please choose the Educator's Current Plan: One Year Self-Directed Growth Plan

Student Learning Goal(s): Ensure budget aligns to expanded high quality programming to meet the needs of the students and the districts we serve. Please see associated artifacts which can be found in 2023-2024 Educator Evaluation Artifacts Google Folder (organized according to DESE's Standards, Indicators, and Elements and DDS/MRC Indicators)

Progress Toward Student Learning Goal(s): Proficient

Progress Toward Student Learning Goal(s) Rationale, evidence and feedback for improvement: Valley finished the year exceeding financial expectations - in spite of significant staffing shortages which resulted in a slower rebound in enrollment. Valley still exceeded its revenue budget even though this year saw unprecedented inflation and flat enrollment for the first part of the school year.

Professional Practice Goal: Demonstrates strong context- and audience-specific interpersonal, written, and verbal communication skills. Please see the associated artifacts which can be found in 2023-2024 Educator Evaluation Artifacts Google Folder (organized according to DESE's Standards, Indicators, and Elements and DDS/MRC Indicators).

Progress Toward Professional Practice Goal(s): Exceed

Progress Toward Professional Practice Goal(s) Rationale, evidence and feedback for improvement: Jim is a knowledgeable, competent team player both on the Valley Leadership Team and MOEC. He provides in-depth financial analysis which enables the leaders in both organizations to make informed decisions.

Please rate the educator on Standard I: Curriculum Planning & Assessment: Exemplary

Please list the rationale, evidence, and feedback for improvement for Standard I: Supports administrator teams to identify a range of appropriate data sources, including non-traditional information that offers a unique perspective on school and district performance, and models effective data analysis for staff. Is able to model this element.

Please rate the educator on Standard II: Management and Operations: Exemplary

Please list the rationale, evidence, and feedback for improvement for Standard II: Identifies ineffective accounting and payroll practices and procedures and works to improve their effectiveness or implement new practices and procedures. Ensures staff is knowledgeable and competent in the accounting and payroll functions they perform, and continually works to increase their knowledge and competence through training. Identifies and implements ways in which policies and procedures can be more clearly articulated and documented. Is able to model this element.

Please rate the educator on Standard III: Family Engagement: N/A

Please list the rationale, evidence, and feedback for improvement for Standard III: N/A

Please rate the educator on Standard IV: Professional Culture: Exemplary

Please list the rationale, evidence, and feedback for improvement for Standard IV: Demonstrates openness and commitment to learning; reflects on personal practice; and relies on student data, current research, and best practice to improve own leadership. Is able to model this element.

Please rate the educator on his/her Overall Performance: Exemplary

Please list the rationale, evidence, and feedback for improvement for Overall Performance: Jim, you are completing your eighth year at Valley Collaborative. We are very pleased that you will continue in the role of Business Manager/Town Accountant in FY25. Your expertise and work ethic help to ensure that Valley is able to exceed all financial expectations. We appreciate your collegiality and your willingness to go the extra mile with the Valley Board of Directors and leadership team, auditors, and the MOEC executive board. Jim, I am grateful that you are continuing to mentor Patricia Sicard in her role as Assistant Business Manager in preparation for her assuming the role of Business Manager in FY26. We appreciate that you have agreed to remain on the team after FY25 and return to the "Town Accountant" role in FY26.

What is the Educator's Plan moving forward?: One Year Self-Directed Growth Plan



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, Ph.D., Executive Director
Date: June 6, 2024
Re: Valley Collaborative Treasurer Employment Agreement Extension & Evaluation

Heidi Kriger, Valley Collaborative Treasurer has been in the position for over 12 years. She has received another very good evaluation. Her five year employment agreement expires June 30, 2024 and therefore I am requesting that the Board extend her employment agreement another five years. In addition, as per Massachusetts General Law, Valley has required the treasurer to be bonded and has submitted the paperwork on her behalf to our insurer.

Required Action:

- Vote to extend Treasurer Employment Agreement

Attachments:

- Heidi Kriger, Valley Collaborative Treasurer Evaluation
- Heidi Kriger, Valley Collaborative Treasurer Contract Extension



2023 - 2024
ANNUAL EVALUATION
Office Professionals

Employee Name: Heidi Kriger

Date of Review: 05/02/2024

Position Title: Treasurer

Supervisor: Chris A. Scott

SPECIFIC REVIEW FACTORS

JOB KNOWLEDGE

- 1) How do you rate this employee's knowledge of the essential duties and responsibilities of his/her position and willingness to increase his/her knowledge, skills, and abilities? (The employee keeps current in relevant knowledge, while broadening skill levels.)

4-----3-----2-----1
Excellent Good Marginal Unacceptable

PLANNING & PRIORITIZING

- 2) How do you rate this employee's ability to assess needs and organize work in a manner that results in the timely and successful completion of responsibilities? (Employee exhibits capacity to anticipate changes, secure and organize resources for tasks, and establish priorities.)

4-----3-----2-----1
Excellent Good Marginal Unacceptable

INITIATIVE

- 3) How well does this employee demonstrate the ability to identify and carry out improved ways of accomplishing tasks? (The employee demonstrates an ability to isolate, define, and address problems while finding innovative and improved ways of performing tasks. The employee assumes additional duties when necessary.)

4-----3-----2-----1
Excellent Good Marginal Unacceptable

COOPERATION & PROFESSIONAL RELATIONSHIPS

- 4) How do you rate this employee's ability to work cooperatively and communicate effectively with coworkers, supervisors, students, parents, and/or outside contacts? (The employee builds and maintains productive working relationships and builds consensus, shares relevant information and identifies, understands, and responds appropriately to the needs of constituents.)

4-----3-----2-----1
Excellent Good Marginal Unacceptable

JUDGMENT

- 5) How well does this employee independently perform his/her required responsibilities within district guidelines and policies, and exercise good judgment and confidentiality as situations require? (Employee exhibits ability to analyze a problem or issue, evaluate solutions, and arrive at a timely selection of the most appropriate solution.)

4-----3-----2-----1
 Excellent Good Marginal Unacceptable

PROFESSIONALISM & WORK HABITS

- 6) How well does this employee exhibit the qualities of patience, flexibility, motivation, dependability, and time management necessary for consistent, high-quality support? (The employee exhibits the ability to communicate effectively, manage time, withstand pressure, and remain calm in all situations.) Does this employee present a professional image, in both dress and demeanor?

4-----3-----2-----1
 Excellent Good Marginal Unacceptable

SUMMARY

- 1) What are this employee's professional strengths and overall contribution to the productivity of the office?

Heidi, we are very pleased that you continue to be the Treasurer for Valley. Thank you for your professionalism. I appreciate your conscientiousness and following through on your responsibilities as treasurer.

- 2) In what areas does the employee need to grow, improve, or develop higher level skills?

Keep up the good work.

Employee's Signature Heidi Rian Date 5 / 6 / 24
 Supervisor's Signature Chris A. Smith Date 5 / 6 / 24

**Valley Collaborative
2024-2029
EXEMPT Employment Agreement**

Name:	Heidi A. Kriger	Start Date:	07/01/2024
Address:	7 Colonial Drive	End Date:	06/30/2029
City, State, Zip:	Clinton, MA 01510	Contracted Days:	260 (pro-rated)
Position:	Treasurer	FTE:	.25
Annual Salary:	\$13,196.09		

It is with great pleasure that we extend to you this offer of employment with the Valley Collaborative. Should you accept this offer of employment, the following confirms the terms and conditions of your employment.

All compensation received by you will, of course, be subject to customary tax withholdings and other deductions as required by law. You will be responsible for all duties designated or assigned to you by the Principal and/or Executive Director. Please note that your position, duties, assignments and location are subject to change.

As an employee of the Collaborative, you also will continue to be eligible for the employee benefits available to Collaborative employees, which are explained in further detail within the Collaborative's Employee Handbook (the "Handbook"). Such benefits, of course, may be modified or changed from time to time at the sole discretion of the Collaborative. Where a particular benefit is subject to a formal plan (e.g., health insurance), eligibility to participate in and receive such benefit is governed solely by the applicable plan document.

Your employment with the Collaborative is "at will." This means that either you or the Collaborative may terminate your employment with the Collaborative at any time, with or without cause or advance notice. This at-will employment relationship cannot be changed or altered by any statement, promise, policy, course of conduct, or manual, except by a writing signed by you and the Executive Director of the Collaborative that explicitly creates an employment contract or a promise of employment for a specific period of time.

As a member of the Collaborative team, you will be informed periodically of the Collaborative's policies and procedures for employees, and expected to abide by them. Many of these policies and procedures are set forth in the Handbook. Such policies and procedures, including those contained in the Handbook, are subject to change at the discretion of the Collaborative and may be revised from time to time. It is your responsibility to read the Handbook, and any revisions thereto, completely and thoroughly and to familiarize yourself with its provisions. Your continued employment with the Collaborative is contingent upon your signing the Acknowledgement of Receipt of Employee Handbook Form attached to the Handbook, and any applicable revised versions of the Handbook.

Additionally, this position is classified as an exempt essential personnel position. Valley Collaborative requires that essential personnel must be flexible in their work schedule. In this position, when circumstances dictate the need, you may be required to work outside your typical work schedule including nights and weekends. Furthermore, whenever the Governor declares that the Commonwealth is in a state of emergency, you may/will be required to report to work.

The terms and conditions set forth in this letter supersede any or all agreements or promises made to you by anyone on behalf of the Collaborative, whether oral or written.

* NOTE: Hours per day may vary, based on school calendar.



06/04/2024

Employee Signature

Date

Dr. Chris A. Scott, Executive Director

Date

Employee Handbook



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

Updated and Approved by the Board of Directors of Valley Collaborative on June 6, 2024

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INTRODUCTION

PURPOSE OF HANDBOOK

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

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

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

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

ABOUT THE COLLABORATIVE

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

The Collaborative is a Massachusetts Department of Elementary and Secondary Education approved public school entity. The Collaborative provides high quality academic, therapeutic and transitional services to individuals referred by local school districts and social service agencies. The Collaborative also provides ongoing professional development and training experiences for educators and educational agencies. Recognizing that the educational environment rapidly changes, the Collaborative creates,

adapts, and provides flexible programming to address evolving needs. The Collaborative provides an environment within which students and adults can maximize educational and/or occupational skills. By sharing its resources with multiple school districts and social service agencies, its programs maintain superior quality and reasonable costs to those it serves, by meeting or exceeding state standards, and achieving economies of scale.

Employment

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

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

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

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

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

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

EMPLOYMENT POLICIES

EMPLOYEE PERFORMANCE

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

his/her duties and responsibilities satisfactorily.

Performance Evaluation

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

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

PROFESSIONAL STANDARDS AND EDUCATIONAL STAFF

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

FIRST AID, CPR, AND STUDENT RESTRAINT TRAINING

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

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

TRAINING AND PROFESSIONAL DEVELOPMENT

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

EQUAL EMPLOYMENT OPPORTUNITY

Non-Discrimination in Employment

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

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

The Collaborative commits itself and its employees, within the context of state and federal civil rights laws, to ensure equitable participation of employees of all backgrounds in all of its daily operations. This policy applies to all employment practices and employment programs sponsored by the Collaborative. This policy shall apply, but not be limited to the areas of recruitment, selection, compensation, benefits, professional development and training, reasonable accommodation for disabilities, religious practices, promotion, transfer, discipline, termination, layoff, and all other terms and conditions of employment. The Collaborative takes allegations of discrimination seriously. The Collaborative will respond promptly to complaints and where it is determined that inappropriate conduct has occurred, the Collaborative will act promptly to eliminate the conduct and impose any necessary corrective action.

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

Discriminatory Harassment

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

Reasonable Accommodation

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

Discrimination Complaints

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

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

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

DISCRIMINATION/HARASSMENT COMPLAINT PROCEDURE

I. WHERE TO FILE A COMPLAINT

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

II. CONTENTS OF COMPLAINTS AND TIMELINES FOR FILING

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

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

III. INVESTIGATIONS AND RESOLUTION OF THE COMPLAINT

Complaints will be investigated promptly and resolved as quickly as possible. (Any person who alleges discrimination on the basis of a disability relative to the identification, evaluation, or educational placement of a person, who because of a disability is believed to need special instruction or related services, pursuant to Section 504 of the Rehabilitation Act of 1973, Massachusetts General Law chapter 71B, and/or the Individuals with Disabilities Education Act, may use the procedure outlined in the Massachusetts Department of Elementary and Secondary Education's Parents' Rights Brochure, rather than this procedure. Information on this alternative process may be obtained from Kari Morrin, Director of Human Resources, 504 Coordinator and Title IX Coordinator, 25 Linnell Circle, Billerica, MA 01821, 978-528-7863, kmorrin@valleycollaborative.org. Respondents will be informed of the charges as soon as the grievance officer deems appropriate based upon the nature of the allegations, the

investigation required, and the action contemplated, and in no case later than fifteen (15) school days following receipt of the complaint. The grievance officer will interview witnesses who are deemed to be necessary and appropriate to determine the facts relevant to the complaint, and will gather other pertinent information. Interviews of students will be conducted in such a way as to reflect the age and emotional condition of the student. The complainant(s) and respondent(s) shall have an equal opportunity to present witnesses and other evidence. Such interviews and gathering of information will be completed within fifteen (15) school days of the receipt of the complaint.

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

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

Notwithstanding the above, it is understood that in the event a resolution contemplated by the grievance officer involves disciplinary action against an individual, the complainant will not be informed of such disciplinary action, unless it directly involves the complainant (e.g., a directive to “stay away” from the complainant, as might occur as a result of a complaint of harassment). Any disciplinary action imposed upon an individual will be subject to applicable procedural requirements. All the timelines indicated above will be implemented as specified, unless the nature of the investigation or exigent circumstances prevent such implementation in which case the matter will be completed as quickly as practicable. If the timelines specified above are not met, the reason(s) for not meeting them must be clearly documented.

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

IV. RETALIATION PROHIBITED

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

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

HARASSMENT

Harassment of students by other students, employees, vendors and other third parties will not be tolerated in the Valley Collaborative. The alleged harassment must involve conduct that occurred within the school's own program or activity, such as whether the harassment occurred at a location or under circumstances where the

school owned, or substantially controlled the premises, exercised oversight, supervision or discipline over the location or participants, or funded, sponsored, promoted or endorsed the event where the alleged harassment occurred, against a person in the United States. This policy is in effect while students are on school grounds, school property or property within the jurisdiction of the Collaborative, school buses, or attending or engaging in school sponsored activities.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sexual violence is a form of sexual harassment. Sexual violence, as the Office of Civil Rights (OCR) uses the term, refers to physical sexual acts perpetrated against a person's will or where a person is incapable of giving consent (e.g., due to the student's age or use of drugs or alcohol, or because an intellectual or other disability prevents the student from having the capacity to give consent). A number of different acts fall into the category of sexual violence, including rape, sexual assault, sexual battery, sexual abuse and sexual coercion.

Massachusetts General Laws Ch. 119, [Section 51 A](#), requires that public schools report cases of suspected child abuse and neglect, immediately orally and file a report within 48 hours detailing the suspected abuse to the Department of Children and Families. For the category of sexual violence, in addition to Section 51A referrals, these offences and any other serious matters shall be referred to local law enforcement.

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

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

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

Because the Collaborative takes allegations of harassment, including sexual harassment, seriously, we will respond promptly to complaints of harassment including sexual harassment, and following an investigation where it is determined that such inappropriate conduct has occurred, we will act promptly to eliminate the conduct and impose corrective action as is necessary, including disciplinary action where appropriate.

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

A complainant is an individual who is alleged to be the victim of conduct that could constitute sexual

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

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

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

NOTICE OF SEXUAL HARASSMENT

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

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

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

DUE PROCESS PROTECTIONS

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

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

Title IX Coordinator determines that signing a formal complaint to initiate an investigation over the wishes of the complainant is not clearly unreasonable in light of the known circumstances;

- 4) A prohibition of the single investigator model, instead requiring a decision-maker separate from the Title IX Coordinator or investigator;
- 5) Proof by a preponderance of the evidence, subject to limitations;
- 6) The opportunity to test the credibility of parties and witnesses through disclosure of evidence and opportunity to submit additional questions, subject to "rape shield" protections;
- 7) Written notice of allegations and an equal opportunity to review the evidence upon filing a formal complaint;
- 8) An objective evaluation of all relevant evidence, inculpatory and exculpatory, and avoidance of credibility determinations based on a person's status as a complainant, a respondent, or a witness;
- 9) Title IX Coordinators, investigators, and decision-makers must be trained and free from bias or conflict of interest;
- 10) A right to appeal from a determination regarding responsibility and from a dismissal of a formal complaint or the allegations therein, where the determination or dismissal involved any of the following: procedural irregularity that affected the outcome; newly-discovered evidence that could affect the outcome; or the Title IX Coordinator, the investigator, or the decision-maker had a conflict of interest or bias that affected the outcome;
- 11) As long as the process is voluntary for all parties, after being fully informed and written consent is provided by both parties, a school may facilitate informal resolution of a formal sexual complaint, but no such informal resolution can be used where the allegations are that an employee sexually harassed a student.

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

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

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

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

INVESTIGATIONS

The Title IX Coordinator shall designate an investigating officer. The investigation shall be conducted in such a way as to maintain confidentiality to the extent practicable under the circumstances and in compliance with

applicable law. The investigation will be prompt, thorough, and impartial, and will include, at least, a private interview with the person filing the complaint and with witnesses. Also, the alleged harasser will be interviewed. When the investigation is completed, the complaint recipient will, to the extent appropriate, inform the person filing the complaint and the person alleged to have committed the conduct of the results of that investigation.

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

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

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

DETERMINATIONS

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

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

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

APPEALS

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

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

oppose the outcome.

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

RECORD KEEPING REQUIREMENTS

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

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

The Collaborative's Title IX Coordinator is as follows:

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

Complainants may also file a complaint with:

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

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

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

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

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

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

Corrective Action

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

State and Federal Remedies

While the Collaborative hopes that all employees will feel comfortable coming forward and allowing the Collaborative to pursue and internal resolution of the matter in addition to the above, if an employee believes that they have been subjected to unlawful discrimination or retaliation, they may file a formal complaint with either or both of the government agencies set forth below. Using the Collaborative's complaint process does not prohibit employees from filing a complaint with these agencies.

The United States Equal Employment Opportunity Commission (EEOC)

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

The Massachusetts Commission Against Discrimination (MCAD)

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

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

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

Corrective Action

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

State and Federal Remedies

While the Collaborative hopes that all employees will feel comfortable coming forward and allowing the Collaborative to pursue and internal resolution of the matter, in addition to the above, if an employee believes they have been subjected to harassment or retaliation of any type, including sexual harassment, they may file a formal complaint with either or both of the government agencies set forth below. Using the Collaborative's complaint process does not prohibit employees from filing a complaint with these agencies. Each of the agencies requires that claims be filed within 300 days from the alleged incident or when the complainant became aware of the incident.

The United States Equal Employment Opportunity Commission (EEOC)

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

The Massachusetts Commission Against Discrimination (MCAD)

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

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

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

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AMERICANS WITH DISABILITIES ACT

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

A qualified employee or applicant with a disability is an individual who, with or without reasonable accommodation, can perform the essential functions of their position. The Collaborative will endeavor to provide reasonable accommodations to applicants and employees with disabilities unless doing so causes a direct threat to the employee or others, and/or if the accommodation creates an undue hardship to the Collaborative. Please speak with the Human Resources Department to request an accommodation.

BULLYING PREVENTION AND INTERVENTION

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

CRIMINAL HISTORY CHECKS

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

Criminal Offender Record Information ("CORI")

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

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

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

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

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

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

FITNESS FOR DUTY

Overview

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

Definitions

- a. **Fitness for Duty** - The physical and mental health condition that permits the employee to perform all essential job duties in an effective manner and protects the health and safety of oneself, others, and property.
- b. **Reliable Report** - Self-disclosure or third-party opinion about an employee's possible lack of fitness for duty that is considered credible, taking into consideration such factors as the relationship of the reporter to the employee, the seriousness of the employee's condition, the possible motivation of the reporter, and how the reporter learned the information.
- c. **Working Hours** - Those hours beginning with the employee's start time and ending with the employee's quitting time, as well as any time an employee is on-call. All work activities during working hours are included whether they occur on or outside Collaborative properties.
- d. **Medical Evaluation** - An examination performed by a Collaborative designated health professional, including but not limited to a health history, physical and/or psychological examination and any medically indicated diagnostic studies. The cost for this evaluation is paid by the Collaborative.
- e. **Medical Certification** - A document from a medically appropriate, licensed provider

attesting to an employee's fitness for duty following an extended medical absence.

Employee Responsibility

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

Principal/Supervisor Responsibility

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

Procedures

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

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

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

and/or they do not impose an undue hardship on the Collaborative.

VIOLENCE IN THE WORKPLACE

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

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

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

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

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

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

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

If the Collaborative becomes aware of acts or threats of violence occurring off Collaborative premises in violation of this policy, the Collaborative will conduct an investigation and initiate an appropriate response. Where an employee has reportedly engaged in such behavior off Collaborative premises, the Collaborative may choose to suspend the employee pending an investigation into the circumstances of the alleged behavior. If, in the sole judgment of the Collaborative, it is determined that the employee's conduct violated any terms of this

policy, that employee may be subject to corrective action, up to and including termination.

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

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

DRUG-FREE / ALCOHOL-FREE WORKPLACE

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

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

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

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

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

NO SMOKING, VAPING, OR TOBACCO

Use of any vaping or tobacco products within the Collaborative or member district school buildings, school facilities, or on Collaborative property, school grounds or school buses by any individual including school personnel and students is prohibited at all times. An employee determined to be in violation of this policy shall be subject to corrective action up to and including termination. Staff requiring assistance breaking a vaping, smoking or tobacco habit may be eligible for assistance through wellness programs offered through the GIC.

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

REPORTING ARRESTS

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

CORRECTIVE ACTION GUIDELINES

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

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

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

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

- Conduct that is unprofessional, inappropriate, or interferes with Collaborative needs or normal operations;
- Inappropriate or unauthorized removal, possession, or use of Collaborative information, property, or documents;
- The possession, use, or sale of alcohol, illegal drugs, or the misuse of legal drugs while on Collaborative premises or while conducting Collaborative business, or while operating Collaborative vehicles or equipment, or reporting to or remaining at work under the influence of alcohol or drugs;
- Fighting, assault, disruptive activity, or threatening violence that impacts the workplace;
- Willfully or grossly neglecting the performance of the duties, responsibilities and obligations owed to the Collaborative;
- Willfully or repeatedly failing to perform the duties and responsibilities of the job to the satisfaction of the Collaborative;

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

- Abusing sick leave privileges;
- Engaging in misconduct harmful to the Collaborative, including an intentional act of fraud, embezzlement, theft or any other material violation of law that occurs during or in the course of employment with the Collaborative;
- Worker's Compensation fraud;
- Theft, destruction or misuse of Collaborative property or the property of another employee;
- Conviction of, or plea of guilty or *nolo contendere* to, a crime involving moral turpitude, dishonesty, fraud, or any felony of any nature whatsoever (this section shall not include a *first-time* conviction of a DUI, OUI, or DWI provided, however, that such conviction does not result in incarceration or as not otherwise provided within this Handbook);
- Falsifying or altering any Collaborative record, report, or data, such as an application for employment, a time record, an expense record, receipt, or invoice;
- Incompatibility or the inability to function in concert with other employees, rising to the level of disrupting the working environment;
- Failure to obtain or maintain any registration, license or other authorization or approval required to maintain or that the Collaborative reasonably believes is required in order to perform duties; and
- Any other conduct that is detrimental to the operation of the Collaborative or which shows disregard for the interests of Collaborative, its clients, or its employees.

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

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

Complaint Resolution Procedure

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

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

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

- Step Two:** Request a meeting with the Human Resources Department, which will consider the facts, conduct an investigation, and review the matter with the Executive Director. You will normally receive a response regarding your concern within ten (10) working days of meeting with the Human Resources Department.
- Step Three:** If you are not satisfied with the results of Step Two and wish to pursue the complaint further, you may prepare a written summary of your concerns and request that the matter be reviewed by the Executive Director. The Executive Director, after a full examination of the facts (which may include a review of the written summary of your statement, discussions with all individuals concerned, and a further investigation if necessary), will normally render a decision within fifteen (15) working days.
- Step Four:** If you are not satisfied with the results of Step Two and Step Three, you may pursue the complaint further by preparing a written summary of concerns and submitting it within ten (10) days from the Executive Director's decision to: Collaborative Board of Directors, 40 Linnell Circle, Billerica, MA 01821. The summary will be presented to the Board of Directors at their next scheduled meeting. You may attend the meeting to appeal your case. The meeting will be held consistent with the Massachusetts Open Meeting Law. Decisions by the Board of Directors are final.

REHIRE POLICY

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

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

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

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

GENERAL POLICIES

PERSONAL CONDUCT

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

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

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

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

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

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

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

WORK OUTSIDE THE COLLABORATIVE

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

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

POLITICAL ACTIVITIES

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

ETHICS / CONFLICT OF INTEREST

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

The Massachusetts State Ethics Commission

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

The Conflict of Interest law seeks to prevent conflicts between private interests and public duties, foster integrity in public service, and promote the public's trust and confidence in that service by placing restrictions on what employees may do on the job, after hours, and after leaving public service. The following is a brief list of actions prohibited by the law. Detailed explanations can be located in the Summary of the Conflict of Interest Law for Municipal Employees, which has been provided to you.

On the Job Restrictions

Bribes -

A bribe is anything of value corruptly received by a public employee in exchange for the employee being influenced in his/her official actions. Giving, offering, receiving, or asking for a bribe is illegal.

Gifts and Gratuities -

Asking for or accepting a gift because of your official position, or because of something you can do or have done in your official position, is prohibited. Public employees may not accept gifts and gratuities valued at \$50 or more given to influence their official actions or because of their official position.

Misuse of Position -

Using your official position to get something you are not entitled to, or get someone something they are not entitled to, is prohibited. Causing someone else to do things is also prohibited.

Self-Dealing and Nepotism -

Participating as a municipal employee in a matter in which you, your immediate family, your business organization, or your future employer has a financial interest is prohibited.

<u>False Claims</u> -	Presenting a false claim to your employer for a payment or benefit is prohibited, and causing someone else to do so is also prohibited.
<u>Appearance of Conflict</u> -	Acting in a manner that would make a reasonable person think you can be improperly influenced is prohibited. A public employee should consider whether their relationships and affiliations could prevent him/her from acting fairly and objectively when he/she performs their duties for the Collaborative.
<u>Confidential Information</u> -	Improperly disclosing or personally using confidential information obtained through your job is prohibited.

After-Hours Restrictions

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

After You Leave Public Employment

<u>Forever Ban</u> -	After you leave your Collaborative position, you may never work for anyone other than the Collaborative on a matter that you worked on as a Collaborative employee. The purpose of this restriction is to bar former employees from selling to private interests their familiarity with the facts of particular matters that are of continuing concern to their former public employer. This restriction does not prohibit former public employees from using the expertise acquired in government service in their subsequent private activities.
<u>One Year Cooling Off Period</u> -	For one (1) year after you leave your Collaborative job you may not participate in any matter over which you had official responsibility during your last two (2) years of public service.

When the Commission determines that the conflict of interest law has been violated, it can impose a civil penalty of up to \$10,000 (\$25,000 for bribery cases) for each violation. In addition, the Commission can order the violator to repay any economic advantage he/she gained by the violation, and to make restitution to injured third parties. Violations of the conflict of interest law can also be prosecuted criminally. Violations of the conflict of interest law may result in corrective action up to and including termination.

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

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

RECEIPT OF GIFTS

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

SOLICITATION AND DISTRIBUTION

The Collaborative wishes to provide a stable, calm environment to enhance the professional environment in which it serves its students. To ensure that there is no interference with this responsibility, to enhance a professional environment and to keep Collaborative's facilities as clean, safe and litter free as possible, you must adhere to the following policy:

Non-Employees

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

Employees

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

Off-Duty Employees

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

Bulletin Board Postings

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

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

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

WHISTLEBLOWER POLICY

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

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

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

Any employee who, in good faith, reports a concern will not be subject to adverse employment consequences or retaliation. Similarly, any employee who refuses to obey an order or instructions that would require the employee to violate a law, rule, or regulation also is protected from adverse employment action or retaliation. Any employee with knowledge or concern about any activity described above is encouraged to report such concerns to their principal or supervisor, the Human Resources Department, or the Executive Director. Such reports may be made either verbally or in writing. In order to permit a thorough and complete investigation of the activity at issue, such reports must contain as much specific information as possible as to the time, date, and nature of the reported activity, but need not be signed by the employee.

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

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

ANTI-THEFT

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

premises.

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

PERSONNEL FILE

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

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

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

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

Personnel files are the property of the Collaborative. You may review your personnel file or obtain copies of your file within five (5) business days of a written request. If you do not agree with any of the information in your personnel file, you may submit a written statement explaining your position, which will be included in the file. It is the Collaborative's policy not to release any information about you, other than the dates of employment and job title, to external sources without your prior written consent, except where such release is authorized or required by law.

CONFIDENTIALITY AND PRIVACY

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

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

and regulations regarding the confidentiality of student and employee records or information.

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

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

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

STUDENT RECORDS

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

PUBLIC STATEMENTS / EXTERNAL COMMUNICATIONS

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

INTERNET USE

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

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

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

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

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

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

SOCIAL MEDIA

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

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

The purpose of this policy is to provide guidelines for the responsible use of social media for employees. For the purpose of this policy, "social media" means any online, electronic, or Internet medium, tool, community, or space for social or professional interaction, networking, sharing user generated content,

or public or semi-public communication. Social media can take many different forms, including Internet forums, blogs & microblogs, online profiles, wikis, podcasts, pictures and video, email, text, instant messaging, music-sharing, and chat, to name just a few. Examples of social media include but are not limited to the following: LinkedIn, Facebook, MySpace, Wikipedia, YouTube, Twitter, Skype, Vine, Snapchat, dating websites, and blogs. Given the rapid pace of technological change, it is not possible to identify all types of social media. As such, all online, electronic or computerized means of communication are subject to this policy.

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

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

employees are expected to maintain appropriate content and tone in their use of social media. Employees must use professional judgment in all use of social media to avoid circumstances that could be considered inappropriate or contrary to the mission and objectives of the Collaborative.

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

Resources Department. The Collaborative prohibits any form of retaliation against an employee who has made a good faith report of a potential violation of this policy or for cooperating in an investigation. Any employee who engages in such retaliation against a co-worker will be subject to corrective action, up to and including termination.

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

PERSONAL ELECTRONIC DEVICES

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

DRESS CODE

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

TRANSPORTATION OF STUDENTS / USE OF COLLABORATIVE VEHICLES

Vehicle Operators

Collaborative employees whose duties include transporting students must:

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

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

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

Using Collaborative Vehicles

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

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

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

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

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

WORKERS' COMPENSATION AND SAFETY PROGRAM

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

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

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

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

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

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

Workers' Compensation Claim Procedure

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

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

In addition, the injured employee is responsible for the following:

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

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

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

(10) days may result in voluntary resignation.

Workers' Compensation Return to Work Program

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

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

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

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

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

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COMPENSATION / PAYROLL

EMPLOYEE CLASSIFICATIONS AND CATEGORIES

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

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

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

Classification as Exempt vs. Non-Exempt

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

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

Categories of Employment:

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

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

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

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

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

The Work Year

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

CALCULATION OF PAY

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

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

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

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

PRORATED SALARIES

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

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

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

PAYROLL PROCEDURES

The Collaborative will issue payroll on a bi-weekly basis. Paydays are usually every other Friday.

If the normal payday falls on a Collaborative recognized holiday, payroll will be distributed one (1) work day prior to the aforementioned schedule.

The Collaborative requires employees to participate in an automatic direct deposit payroll service, commonly referred to as an electronic funds transfer ("EFT"). Direct deposit eliminates the need to

physically deposit checks at the bank or financial institution. Direct deposits are not subject to check clearing restrictions that banks and institutions may impose; your funds are immediately available. Direct deposit ensures accurate consistent deposits to your account on the due date for each scheduled pay period.

To enroll in the direct deposit program an employee must obtain a direct deposit form from the Human Resources Department. Complete and return the form to the Human Resources Department with routing and account information completed. It may take up to thirty (30) days for direct deposit to begin. If an employee's marital status changes or the number of exemptions previously claimed increases or decreases, a new Form W -4 must be submitted to the Human Resources Department.

KEEPING ACCURATE TIME

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

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

SAFE HARBOR POLICY

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

Review Your Pay Stub

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

To Report Concerns or Obtain More Information

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

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

cooperate in the Collaborative's investigation of such reports.

MILEAGE ALLOWANCE AND TRAVEL PERMISSION

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

Travel expenses between home and work are not reimbursable. Most Collaborative related travel will originate from a Collaborative location. But in those cases where it is advantageous, (time and distance considered) to leave directly from your residence, the request for reimbursement should be based upon total miles traveled for the Collaborative, less normal daily mileage to and/or from your work location. Any reimbursement for travel outside of the member towns must be approved in advance on an individual basis

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

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

SCHOOL AND PERSONAL PROPERTY REPLACEMENT / RESTITUTION

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

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

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

This policy does not extend to student property.

LONGEVITY PAYMENT

The Collaborative provides longevity pay to recognize and show appreciation for long-time service. Employees shall be eligible for annual longevity payments upon the completion of a fixed number of years of continuous service with the Collaborative and must be employed at least a .5 FTE. Longevity payments shall be paid annually to employees based on an employee's years of service on the first pay of December as outlined below.

Years of Continuous Service	Annual Longevity Payment
1-4 years	\$750
5-9 years	\$1,000
10-14 years	\$1,500
15-19 years	\$2,000
20+ years	\$2,500

Under this policy, continuous service shall mean uninterrupted employment with the Collaborative and may include years of service in different positions. Interruption of employment for the purpose of FMLA leave, parental leave, or military leave of up to five (5) years of cumulative service under the Uniform Services Employment and Reemployment Rights Act shall not be deemed an interruption in service for the purpose of calculating continuous service for longevity pay.

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ATTENDANCE AND LEAVE POLICIES

CALENDAR

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

EMPLOYEE ATTENDANCE

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

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

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

EXCUSED AND UNEXCUSED ABSENCES

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

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

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

ABSENCE NOTIFICATION PROCEDURE

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

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

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

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

APPROVED LEAVE

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

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

LEAVE WITH PAY

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

Sick Leave

Eligible full-time employees will receive the equivalent of five (5) paid sick days (awarded to the employee in hours consistent with their contracted hours per day) at the beginning of the school year, and will be eligible to accrue and be able to use up to a maximum of twelve (12) paid sick days per fiscal year. For the sake of clarity, the maximum of twelve (12) paid sick days per fiscal year includes the five (5) paid sick days received at the beginning of the fiscal year and the amount of sick days, if any, that may accrue on a monthly basis throughout the remainder of the fiscal year. Sick days accrue on a monthly basis for each employee based on the number of months in their work year, and are available for use upon accrual.

Part-time employees (employees must work a minimum of a .5 FTE to be eligible for paid sick leave) will accrue and be able to use sick days on a prorated basis calculated by their regularly scheduled work hours as compared to the full-time work hours for their position. For example, an employee who works .5 FTE will accrue and be able to use up to six (6) paid sick days per fiscal year.

Eligible employees who have not used all of their accrued sick days in a fiscal year may carry over the equivalent of five (5) sick days into a subsequent fiscal year but may accrue no more than the equivalent of fifteen (15) sick days at any time. Employees will not be compensated for accrued and unused sick

time upon their termination or separation of employment from the Collaborative in accordance with applicable law.

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

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

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

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

Personal Days

All eligible full-time employees will receive the equivalent of two (2) paid personal days per fiscal year (awarded to the employee in hours consistent with their contracted hours per day). Paid personal days may be taken for personal business which otherwise cannot be conducted outside of normal work hours, and must be approved by your principal or supervisor. Personal days cannot be carried over from year to year and they are not paid out on termination of employment.

Part-time employees (employees must work a minimum of a .5 FTE to be eligible for paid personal leave) will accrue and be able to use paid personal days on a prorated basis calculated by their regularly scheduled work hours as compared to the full-time work hours for their position. For example, an employee who works .5 FTE will accrue and be able to use up to (1) paid personal days per fiscal year.

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

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

Bereavement

Eligible full time employees will receive up to the equivalent of three (3) days (awarded to the employee in hours consistent with their contracted hours per day) of paid bereavement in the event of the death of an immediate family member. Under this policy, immediate family members mean an employee's spouse, sibling, parent, child, father/mother in law, and any member of an employee's immediate family. Requests for bereavement leave must be submitted to your principal or supervisor. Proof of death and relationship to the deceased may be required. If more than three (3) days are needed, vacation time or personal days may be used, or an unpaid leave of absence may be approved by your principal, supervisor, and/or the Executive Director if vacation time or personal days are not available.

Part-time employees (employees must work a minimum of a .5 FTE to be eligible for paid bereavement leave) will receive paid bereavement days on a prorated basis calculated by their regularly scheduled work hours as compared to the full-time work hours for their position. For example, an employee who works .5 FTE will receive the equivalent of 1.5 bereavement days per fiscal year.

Jury Duty and Court Leave

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

The Collaborative will pay your regular rate of pay for the equivalent of your first three (3) days of jury duty or days as a witness under subpoena based on the number of hours you would have worked on those days of absence. For jury duty or duty as a witness under subpoena longer than three (3) days, employees will be compensated.

Holidays

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

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

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

Part time employees who are employed on a twelve (12) month, year-round basis and whose scheduled day falls on a paid Holiday, will be paid their regularly scheduled work hours for that day.

Vacation

It is the Collaborative's policy to provide paid vacation time to eligible employees. Only employees who work on a twelve (12) month, full year basis, and a minimum of a .5 FTE, are eligible for paid vacation. Collaborative employees working on the academic year work schedule are not entitled to any paid vacation.

Eligible employees who have worked continuously for Valley Collaborative for ten (10) years or more from their date of hire, will receive the equivalent of fifteen (15) vacation days per fiscal year. All other eligible full-time employees will receive the equivalent of ten (10) paid vacation days per fiscal year. Vacation is accrued on a monthly basis, and is available for use as accrued, with your principal's or supervisor's approval. Part-time employees will receive vacation time on a prorated basis calculated by their work hours as compared to the full-time work hours for their position, which shall accrue on a monthly basis, and is available for use as accrued, with your principal's or supervisor's approval. If a scheduled Collaborative holiday falls within your vacation period, that holiday is not counted against your vacation time.

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

Eligible employees who have not taken all of their accrued vacation in a fiscal year may carryover the equivalent of ten (10) vacation days per fiscal year but may accrue no more than the equivalent of twenty (20) vacation days at any time.

Eligible employees will be compensated for accrued and unused vacation upon their termination or

separation of employment from the Collaborative in accordance with the law.

UNPAID LEAVE

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

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

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

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

TYPES OF UNPAID LEAVE

Family and Medical Leave Act (FMLA)

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

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition;
or
- For a serious health condition that makes the employee unable to perform his or her job.

Military Family Leave Entitlements

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

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

1. a current member of the Armed Forces, including a member of the National Guard or Reserves,

who has a serious injury or illness incurred in the line of duty, while on active duty that may render the service-member medically unfit to perform his or her duties for which the service-member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list; or

2. a veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness if the veteran was a member of the Armed Forces at any time during the period of five (5) years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

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

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

Benefits and Protection

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

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

Eligibility Requirements

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

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

Definition of Serious Health Condition

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

Use of Leave

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

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

Substitution of Paid Leave for Unpaid Leave

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

The Leave Year

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

Employee Request/Notice of FMLA Leave

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

Required Certification Documentation and Designation by the Collaborative

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

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

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

Employees will be notified in writing by the Human Resources Department as to whether their request

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

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

“No Moonlighting”

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

Additional Employer Responsibilities

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

FMLA Question and Concerns

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

Enforcement

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

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

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

Important Notice Regarding Genetic Information

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

Parental Leave

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

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

Upon return from parental leave, an employee will be restored to a previous or a similar position with the same status, pay, and seniority, as of the date of the leave. Notwithstanding, an employee will not be restored to a previous or a similar position if other employees of equal length of service and status in the same or similar position have been laid off due to economic conditions or other changes affecting employment during the period of such parental leave. If an employee takes leave beyond the eight (8) weeks provided under this policy, The Collaborative cannot guarantee reinstatement at the end of his/her leave (unless otherwise required by applicable law) The Collaborative will deem an employee's unauthorized failure to return to work from parental leave on the agreed upon return date as a voluntarily resignation.

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

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

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

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

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

Domestic Violence Leave

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

situation.

In accordance with Massachusetts General Laws, Chapter 149, Section 52E (“An Act Relative to Domestic Violence”), employees are eligible for up to a fifteen (15) days of unpaid leave in any twelve (12) month period to address the psychological, physical, or legal effects of abusive behavior. Specifically, employees are eligible for leave under this policy to seek or obtain medical attention, victim services, or legal assistance; secure housing; seek or obtain a protective from a court; appear in court or before a grand jury; meet with a district attorney or other law enforcement official; attend child custody proceedings; or address other issues directly related to abusive behavior against an employee or a family member of an employee. For purposes of this policy, “family member” means parent, step-parent, child, step-child, sibling, grandparent, grandchild, married spouse, persons in a substantive dating or engagement relationship who reside together, persons having a child in common regardless of whether they are married or live together, or persons in a guardian relationship. Alleged perpetrators of abusive behavior are not eligible for leave under this policy.

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

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

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

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

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

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

to determine whether the employee is eligible for leave under this policy.

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

Military Leave

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

Small Necessities Leave Act

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

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

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

Peace Corps

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

Personal Leave

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

Leave Request form, accompanied by a brief written statement outlining the purpose and duration of the leave.

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

Board Approved Unpaid Leave of Absence

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

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EMPLOYEE BENEFITS

GROUP INSURANCE COMMISSION

The Collaborative participates in the Commonwealth Group Insurance Commission (the “GIC”) which provides benefits to eligible Collaborative employees, including health insurance, dental benefits, vision benefits, long term disability, life/AD&D insurance, wellness programs, flexible spending benefits, retirement benefits, and more. Eligibility for GIC benefits depends, in part, on the amount of hours an employee regularly works. The GIC defines eligible employees as employees who work at least 18.75 hours in a 37.5 hour workweek or 20 hours in a 40 hour workweek and must contribute to their Employer’s public sector retirement system. The Collaborative will provide employees with an annual GIC Benefits Decision Guide published by the Commonwealth. Employees are encouraged to become familiar with and review the GIC Benefits Decision Guide for information regarding benefits eligibility, benefits options, and enrollment. Employees are also encouraged to contact the Human Resources Department with any questions concerning benefits through the GIC. For eligible employees who elect coverage through the GIC, the Collaborative will pay 75% of the premiums for either individual or family coverage; the remaining amount (25%) is deducted from the employee’s pay. All benefits are governed by the terms of the applicable benefits plans through the GIC.

Valley Collaborative offers an annual stipend to employees who are eligible for health care benefits through the GIC but elect to waive coverage as they have medical coverage through an alternate source. Eligible employees will be asked to complete a waiver. By waiving medical care coverage through VALLEY COLLABORATIVE, eligible employees are eligible to receive a maximum taxable payment of \$1,000 (less if the waiver applies to less than the whole Plan Year), paid in two pro rata installments in approximately December and June of the Plan Year, provided that they are still employed on the payment date. This waiver will remain in effect for the entire Plan Year, and the waiver will continue in effect unless the employee enrolls in VALLEY COLLABORATIVE’s medical care coverage during a subsequent open enrollment period or within 60 days of a qualifying life event as so deemed by the GIC.

PRE-TAX HEALTH COVERAGE (SEC 125 PLAN)

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

PROFESSIONAL DEVELOPMENT TUITION REIMBURSEMENT

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

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

but rather are limited to an aggregate reimbursement of \$750.00 for year for tuition and/or membership dues.

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

RETIREMENT

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

The Collaborative has established a 403(b)-retirement saving plan. This plan allows you to defer a portion of your income on a pre-tax basis and to invest those funds tax deferred. The 403(b) plan is meant to provide you with retirement savings and other benefits in addition to what you will get from social security and other retirement plans. Eligible employees may enroll in the 403(b)-plan effective the first day of employment. Contact the Human Resources Department with any questions concerning eligibility for the 403(b) plans.

SHORT-TERM DISABILITY INSURANCE

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

[END OF EMPLOYEE HANDBOOK]

VALLEY COLLABORATIVE RESTRAINT PREVENTION AND BEHAVIOR SUPPORT POLICY AND PROCEDURES

BACKGROUND AND PURPOSE

The Massachusetts Department of Elementary and Secondary Education (DESE) establishes regulations governing the use of physical restraints on students. The Collaborative is required to follow the provisions of 603 CMR 46.00 which regulates the use of physical restraint on students in Massachusetts public school districts, charter schools, virtual schools and collaborative education programs. The purpose of this policy is to ensure that Collaborative students are free from the unreasonable use of physical restraint and that such an intervention is used only in emergency situations after other less intrusive alternatives have failed or have been deemed inappropriate.

Physical restraint should be administered only when needed to protect a student or another from assault or imminent, serious physical harm. Physical restraint should be administered in a way that prevents or minimizes any harm to a student as a result of the use of restraint. This policy shall be annually reviewed and provided to program staff and made available to parents of enrolled students.

DEFINITIONS

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

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

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

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

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

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

Physical restraint means direct physical contact that prevents or significantly restricts a student's

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freedom of movement. Physical restraint does not include: brief physical contact to promote student safety, providing physical guidance or prompting when teaching a skill, redirecting attention, providing comfort, or a physical escort.

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

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

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

USE OF RESTRAINT

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

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

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

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

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

Physical restraint will not be used:

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

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

Nothing in this policy or 603 CMR 46.00 prohibits:

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

ALTERNATIVES TO PHYSICAL RESTRAINT

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

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

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

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

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instructions and expectations.

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

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

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

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

PROPER ADMINISTRATION OF PHYSICAL RESTRAINT

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

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

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

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

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

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

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restraint, a program staff member will continuously monitor the physical status of the student, including skin temperature and color, and respiration.

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

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

PHYSICAL RESTRAINT TRAINING

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

- (a) The role of the student, family, and staff in preventing restraint;
- (b) The Collaborative's restraint prevention and behavior support policy and procedures, including use of time-out as a behavior support strategy distinct from seclusion;
- (c) Interventions that may preclude the need for restraint, including de-escalation of problematic behaviors and other alternatives to restraint in emergency circumstances;

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- (d) When behavior presents an emergency that requires physical restraint, the types of permitted physical restraints and related safety considerations, including information regarding the increased risk of injury to a student when any restraint is used, in particular a restraint of extended duration;
- (e) Administering physical restraint in accordance with medical or psychological limitations, known or suspected trauma history, and/or behavioral intervention plans applicable to an individual student; and
- (f) Identification of program staff who have received in-depth training pursuant to 603 CMR 46.03(3) in the use of physical restraint.

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

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

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

PHYSICAL RESTRAINT REPORTING REQUIREMENTS

The use of physical restraints must be reported as follows:

Informing the principal. In each instance where a physical restraint is administered, the staff member who administered the restraint shall verbally inform his or her principal of the restraint as soon as possible, and by written report no later than the next school working day. The written report shall be provided to the principal for review of the use of the restraint. If the principal has administered the restraint, the principal shall prepare the report and submit it to the Executive Director for review. The Collaborative

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shall maintain an on-going record of all reported instances of physical restraint, which shall be made available for review by the applicable parent or the DESE upon request.

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

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

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

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

- (a) review and discussion of the written restraint reports submitted and any comments provided by the student and parent about such reports and the use of the restraints;

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- (b) analysis of the circumstances leading up to each restraint, including factors such as time of day, day of the week, antecedent events, and individuals involved;
- (c) consideration of factors that may have contributed to escalation of behaviors, consideration of alternatives to restraint, including de-escalation techniques and possible interventions, and such other strategies and decisions as appropriate, with the goal of reducing or eliminating the use of restraint in the future;
- (d) agreement on a written plan of action by the Collaborative.

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

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

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

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

Valley Collaborative
REPORTING FORM FOR INCIDENTS OF
RESTRAINT *CONFIDENTIAL*

Student Restrained: _____

Restraint by: _____

Witnessed by: _____

Reported by: _____

Place of Restraint: _____

Date & Time Restraint Began: _____

Date & Time Restraint Ended: _____

Name of School Principal Who Received Report: _____

Date & Time of Report: _____

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

Description of the behavior that prompted the restraint

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

Justification for initiating the restraint

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

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

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

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

Nurse / Social Worker Assessment (if applicable)

Reporter's Signature: _____

TITLE: _____

Teacher's Signature: _____

Principal's Signature: _____

PARENT COMMENTS

Parent(s) Name(s):

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

Valley Collaborative Bullying Prevention and Intervention Plan

Priority Statement

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

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

Prohibition Against Bullying and Retaliation

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

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

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

Definitions

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

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

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

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

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

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

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

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

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

Training and Professional Development

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

Annual staff training on the Plan

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

Ongoing professional development

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

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

- Internet safety issues as they relate to cyber bullying.

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

Additional areas identified by the programs for professional development includes:

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

Written notice to staff

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

Access to Resources and Services

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

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

Counseling and other services

The Collaborative administrators, counselors, nurses, and special educators provide a variety of skill-based services to students within the educational setting that include on-going emotional support, risk assessment, crisis intervention, and help with community-based counseling referrals when appropriate. The student's Team meets with parents and staff as needed to help address student's academic, emotional and behavioral concerns as collaboratively as possible. School counselors work with administrators to provide linguistically appropriate resources to identified families. School counselors maintain up-to-date information on community based mental health referrals as well as Community Service Agencies (CSAs) within the local

Appendix C

vicinity, providing services to Medicaid eligible students. School counselors, Board Certified Behavior Analysts (BCBA), and special needs educators work collaboratively to develop behavior plans and social thinking groups for students with social skill weaknesses. In addition, school counselors, school psychologists and special education professionals will work together to educate and support parents, conduct parent workshops and apprise parents of outside resources to enhance parenting skills and provide for the needs of children.

Below is a list highlighting activities offered at various programs:

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

Students with disabilities

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

Referral to outside services

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

Assessing needs and resources

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

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

Academic and Non-Academic Activities

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

Specific bullying prevention approaches

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

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

General teaching approaches that support bullying prevention efforts

The following approaches are integral to establishing a safe and supportive school environment, and they underscore the importance of the Collaborative's bullying intervention and prevention initiatives:

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

Policies and Procedures for Reporting and Responding to Bullying and Retaliation

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

ensure that members of the school community – students, parents, and staff – know what will happen when incidents of bullying occur.

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

Reporting

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

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

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

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

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

Responding

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

Appendix C

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

Obligations to Notify Others

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

The principal or designee shall inform the parent or guardian of the target about the Department of Elementary and Secondary Education's problem resolution system and the process for accessing that system, regardless of the outcome of the bullying determination. Any parent wishing to file a claim/concern or seeking assistance outside of the Collaborative may do so with the Department of Elementary and Secondary Education Program Resolution System (PRS). That information can be found at: <http://www.doe.mass.edu/pqa>, emails can be sent to compliance@doe.mass.edu or individuals can call 781-338-3700.

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

Notice to law enforcement: At any point after receiving a report of bullying or retaliation, including after an investigation, if the principal or his/her designee has a reasonable basis to believe that criminal charges may be pursued against the aggressor, the principal or his/her designee will notify the local law enforcement agency. Notice will be consistent with the requirements of 603 CMR 49.06 and locally established agreements with the local law enforcement agency. Also, if an incident occurs on school grounds and involves a former student under the age of 21 who is no longer enrolled in school, the principal or his/her designee shall contact the local law enforcement agency if he or she has a reasonable basis to believe that criminal charges may be pursued against the aggressor. In making this determination, the principal will, consistent with the Plan and this policy, consult with local law enforcement and other individuals the principal or his/her designee deems appropriate.

Investigation

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

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

Determinations

The principal or his/her designee will make a determination based upon all of the facts and circumstances. If, after investigation, bullying or retaliation is substantiated, the principal/Director or his/her designee will take reasonable steps to prevent recurrence and to ensure that the target is not restricted in participating in school or in benefiting from school activities. The principal or his/her designee will determine what remedial action is required, if any, and what responsive actions and/or disciplinary action is necessary.

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

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

Responses to Bullying

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

Teaching Appropriate Behavior through Skills-Building

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

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

Taking Disciplinary Action

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

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

Promoting Safety for the Target and Others

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

Collaboration with Families

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

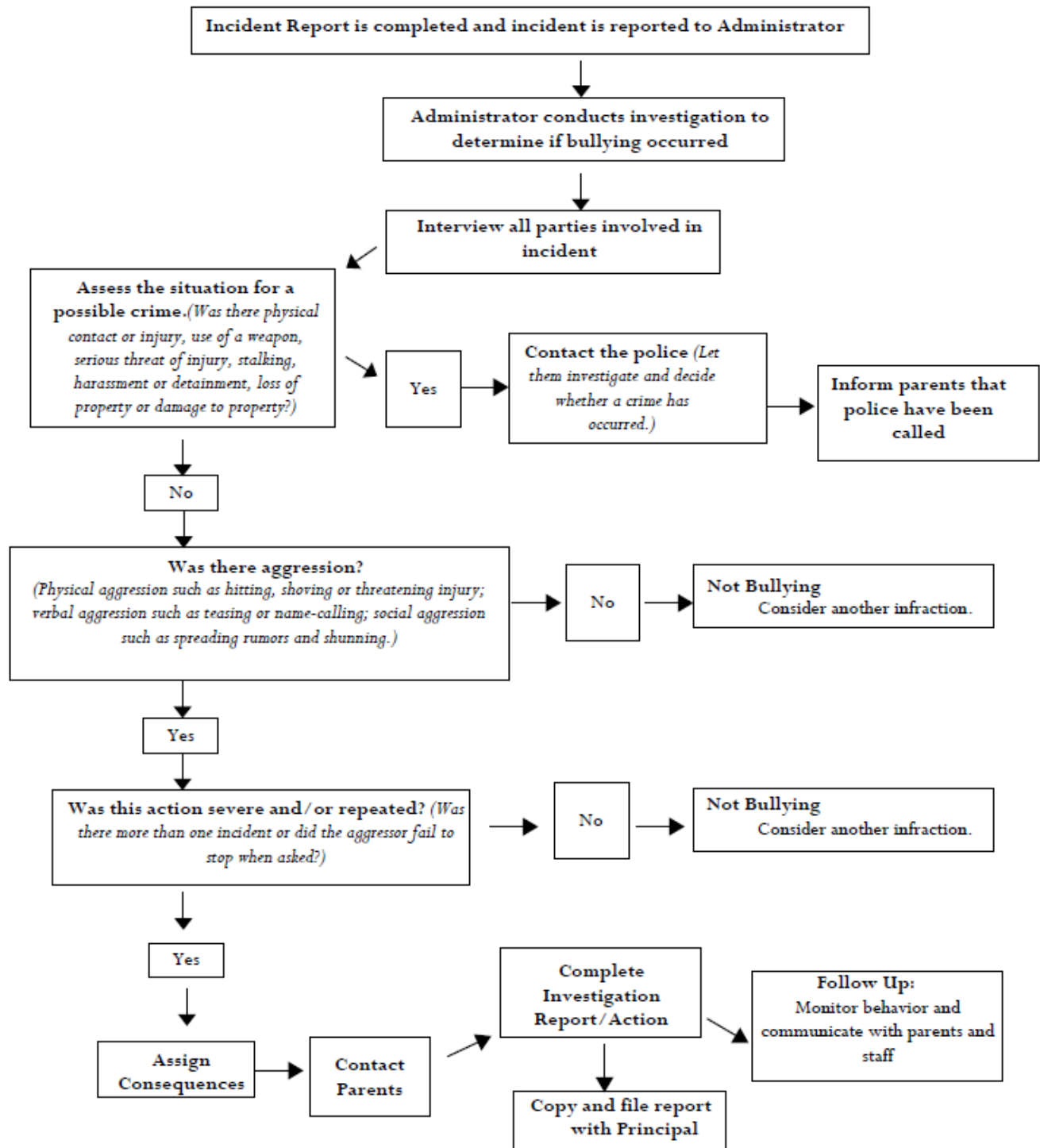
- 1) How parents can reinforce the curricula at home and support the school or district plan;
- 2) The dynamics of bullying, online safety and cyber bullying.
- 3) Parents will also be notified in writing each year about the student-related sections of the Collaborative Bullying Prevention and Intervention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

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

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

Relationship to Other Laws

Consistent with state and federal laws, and the policies of the school or district, no person shall be discriminated against in admission to a public school of any town or in obtaining the advantages, privilege and courses of study of such public school on account of race, color, age, disability, gender, gender identity, religion, national origin, or sexual orientation. Valley Collaborative is committed to maintaining a work and learning environment free from discrimination on the basis of race, color, religion, national origin, pregnancy, sex, gender identity, sexual orientation, marital/civil union status, ancestry, place of birth, age, citizenship status, veteran status, political affiliation, genetic information, disability, limited English speaking ability, or homelessness, as defined by state and federal laws. Nothing in the Collaborative Bullying Prevention and Intervention Plan prevents the Collaborative from taking action to remediate discrimination or harassment based on a person's membership in a legally protected category under local, state, or federal law, or school or district policies. In addition, nothing in the Collaborative Bullying Prevention and Intervention Plan is designed or intended to limit the authority of the school or district to take disciplinary action or other action under M.G.L. c. 71, §§ 37H or 37H¹/₂, or 37H³/₄ or other applicable laws, or local program or Collaborative policies in response to violent, harmful, or disruptive behavior, regardless of whether this Plan covers the behavior.

Collaborative Bullying Response Flow Chart

Bullying Report Form**A. Reporter info:**1. **Name of Reporter/Person making complaint:** _____**2. Reporter info:**☐ Target of behavior ☐ Staff Member ☐ Parent ☐ Other(specify): _____**B. Information about incident:**

1. Name of the Target: _____

2. Name of the Aggressor: _____

3. Date of the incident: _____

4. Witnesses:1) _____ Student ☐ Staff ☐ Other ☐ _____2) _____ Student ☐ Staff ☐ Other ☐ _____5. **Location of incident:** _____ **Time of incident:** _____**Type of incident:** _____**Racial or Ethnic Harassment:** comments, jokes, name calling of this nature**Sexual Harassment:** A school employee conditioning an educational benefit or service upon a person's participation in unwelcome sexual conduct (often called "quid pro quo" harassment); Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the school's education program or activity; or Sexual assault, dating violence, domestic violence, or stalking (as those offenses are defined in the Clery Act, 20 U.S.C. § 1092(f), and the Violence Against Women Act, 34 U.S.C. § 12291(a)).**Verbal/Written Aggression:** name calling, teasing, threats, note writing, written threats, etc.**Physical Aggression:** hitting, tripping, kicking, pulling a chair out from someone, purposely destroying someone's property, taking someone else's belongings**Social Aggression:** spreading rumors, excluding from the group, embarrassing someone on purpose, ganging up on someone**Cyber Bullying:** includes bullying through the use of technology, all social networking sites, any electronic communication, images, data, the creation of a web page or blog knowingly impersonating an individual**Intimidation:** threatening or intimidating someone into a particular action, gesture directed toward an individual, actions that create a hostile environment for the victim

Bullying Report Form Continued

Description of incident:

For Administrative Use Only

A. Investigation:

Interviewed:

Aggressor Name: _____ Date: _____

Target Name: _____ Date: _____

Witness Name: _____ Date: _____

Witness Name: _____ Date: _____

Witness Name: _____ Date: _____

Any prior documented incidents by the aggressor
yes, have incidents involved same target

Yes/No If
Yes/No

Summary of Investigation:

B. Conclusions from Investigation

1. Finding of bullying or retaliation: Yes
N
o

2. Does the conduct constitute discrimination or harassment in violation of other applicable state and/or federal laws? (Is the target a member of a protected class?)
Yes No

3. Contacts:

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

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

Other agencies notified (specify):

_____ Date: _____

_____ Date: _____

_____ Date: _____

4. Disciplinary Action taken

5. Further Action Required

Valley Collaborative Adult Services

Workplace Violence Prevention and Crisis Response Plan

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

Matt Gentile	Adult Services Program Manager	(978)-528-7871
Pat Evans	Human Services Coordinator	(978) 528-7728
Sean Curran	MRC/DDS Program Coordinator	(978) 528-7807

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

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

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

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

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

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

Signature: _____

Print Name: _____

Date: _____

Student and Family Handbook & Policies and Procedures Manual



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Updated and Approved by the Board of Directors of Valley Collaborative on June 06, 2024

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INTRODUCTION

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

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

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

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

ABOUT THE COLLABORATIVE

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

The Collaborative is a Massachusetts Department of Elementary and Secondary Education (DESE) approved public school entity that provides high quality academic and transitional services, and related therapies (speech and language, physical therapy, occupational therapy, home facilitation, behavior intervention, etc.) to individuals referred by local school districts and social service agencies. The Collaborative also provides ongoing professional development and training experiences for educators and educational agencies.

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

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

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

sending school districts.

NONDISCRIMINATION STATEMENT

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

Kari Morrin
 Director of Human Resources, Title IX and 504 Coordinator
 11 Executive Park Drive
 N. Billerica, MA 01862
 978-528-7863
kmorrin@valleycollaborative.org

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

NONDISCRIMINATION IN VOCATIONAL PROGRAMMING

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

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

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

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

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

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

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

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

GUIDING PRINCIPLES

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

COLLABORATIVE PROGRAM AND SCHOOL POLICIES AND PROCEDURES**SCHOOL CANCELLATIONS****School Closing Announcements**

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

www.valleycollaborative.org.

Early Release

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

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

STUDENT SAFETY AND EMERGENCIES**Lost and Missing Children**

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

Runaway Student

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

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

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

Medical Emergencies

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

Release of Student to Adults Other than Parents

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

Whole School or Community Emergencies

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

Emergency Procedures

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

Collaborative emergency procedures and preparation include:

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

REPORTING CHILD ABUSE AND NEGLECT

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

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

Student Record.

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

IMMEDIATE NOTIFICATION

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

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

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

1. Death of a student;
2. The filing of a 51A report with DCF or a DPPC complaint alleging abuse or neglect of any student, against the school or a school staff member; and
3. Any action taken by a federal, state or local agency that might jeopardize the school's approval with the Department: Examples include change in EEC licensure status, frozen intake, investigation by another state agency, complaints or ongoing concerns from sending public school districts; and
4. Any legal proceeding brought against the school or its employee(s) arising out of circumstances related to the care or education of any of its students; and
5. The hospitalization of a student (including out-patient emergency room and urgent care visits) due to physical injury at school or previously unidentified illness, accident or disorder which occurs while the student is in the program; and
6. Whenever a student runs from the program;
7. Any other incident of a serious nature that occurs to a student: Examples include police involvement, community involvement and media coverage
8. Emergency termination of a Massachusetts student consistent with 603 CMR 28.09(12)(b) and 18.05(7)(d): (Day School AND Residential Hours)

COORDINATION WITH PUBLIC SCHOOL DISTRICTS AND THE IEP PROCESS

Student Referral and Admissions

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

Placement Meeting

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

Written Contracts

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

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

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

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

Program Oversight

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

Team Meetings

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

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

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

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

IEP Development and Implementation

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

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

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

Financial Obligations/Costs

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

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

Student Involvement

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

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

Student Participation and Consent at Age of Majority

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

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

choice shall be made in the presence of at least one representative of the school district and one other witness and shall be documented in written form and maintained in the student record.

Transitioning to a Less Restrictive Environment

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

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

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

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

Planned Termination

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

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

Emergency Termination of Enrollment

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

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

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

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

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

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

Written Notification and Communication

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

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

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

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

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

PROGRESS REPORTS

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

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

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

Copies of progress reports will be maintained in student records.

CURRICULUM AND COUNSELING MATERIALS REVIEW

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

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

1. encourage students to consider programs of study, courses, extracurricular activities, and occupational

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

STATE/DISTRICT WIDE ASSESSMENT

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

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

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

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

- Ensure that all enrolled students have access to the general curriculum and participate in MCAS per state regulations.
- Ensure that all students with disabilities in the tested grades participate in MCAS in the manner prescribed by their IEP Team, and in accordance with student participation requirements described in the MCAS Alternate Assessment Educators Manual, and other MCAS publications.
- Allocate and coordinate Collaborative resources, including personnel to assist the student's primary teacher, in order to ensure timely and appropriate participation by designated students with disabilities in MCAS.
- Provide assurances that complete and accurate information on each student participating in MCAS is indicated on the student identification form, student answer booklets, and other forms as appropriate, including proper identification and labeling of student testing materials or portfolio.
- For students participating in MCAS Alternate Assessments, ensure that student portfolios are completed and submitted no later than the due date as assigned by DESE.
- For students participating in MCAS Alternate Assessments, monitor the alternate assessment process to ensure that student work is neither altered nor fabricated in a way that provides information that is

false or portrays the student inaccurately.

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

GRANTING OF DIPLOMAS AND CERTIFICATES

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

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

LIMITED ENGLISH PROFICIENT (LEP) STUDENTS AND FAMILIES

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

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

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

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

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

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

HOME AND SCHOOL COMMUNICATION

The Collaborative staff welcomes and encourages communication between school and home. The staff communicates with parents on a regular basis, through telephone calls, daily communication books and progress reports. Home contact

keeps parents informed of student progress and fosters continuity of behavior support programs at home, in the community and at school.

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

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

OBSERVATION POLICY

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

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

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

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

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

identifiable information he or she may obtain while observing the program.

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

SCHOOL VISITOR PROCEDURES

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

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

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

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

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

PARENTAL INVOLVEMENT

Parent’s Advisory Group

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

Advisory Group, the Collaborative Parents' Advisory Group (PAG) focuses on programs and emerging issues within the Collaborative. The PAG exists to give a formal channel for parent participation in the review of Collaborative policies, programs, and philosophy, as well as informing parents of their rights and assisting them with issues related to addressing the more intensive needs of students placed in the Collaborative's programs. The PAG aims to create a family-centered atmosphere to help families develop a sense of community and provide parents with support.

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

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

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

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

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

PARENT CONSENT AND NOTIFICATION

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

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

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

- Each year, a packet of consent forms and medical update forms are sent to each parent or guardian of an enrolled student with a self-addressed envelope.
- Any consents not received by the end of the school year triggers a call from the Collaborative to the family, reminding them of the need to return the forms. If there are questions or concerns expressed, a

follow-up call is made by the principal to the family.

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

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

- Research
- Experimentation
- Fundraising
- Publicity
- Observation

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

CHANGE OF LEGAL\CUSTODIAL STATUS

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

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

BEHAVIOR SUPPORT

Student Behavior

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

Behavioral Programming

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

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

Positive Reinforcement

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

Mild Restrictive Behavior Support Procedures

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

Restraint Prevention and Behavior Support Policy and Procedures

BACKGROUND AND PURPOSE

The Massachusetts Department of Elementary and Secondary Education (DESE) establishes regulations governing the use of physical restraints on students. The Collaborative is required to follow the provisions of 603 CMR 46.00 which regulates the use of physical restraint on students in Massachusetts public school districts, charter schools, virtual schools and collaborative education programs. The purpose of this policy is to ensure that Collaborative students are free from the unreasonable use of physical restraint and that such an intervention is used only in emergency situations after other less intrusive alternatives have failed or have been deemed inappropriate.

Physical restraint should be administered only when needed to protect a student or another from assault or imminent, serious physical harm. Physical restraint should be administered in a way that prevents or minimizes any harm to a student as a result of the use of restraint. This policy shall be annually reviewed and provided to program staff and made available to parents of enrolled students.

DEFINITIONS

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

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

Mechanical restraint means the use of any device or equipment to restrict a student's freedom of movement. The term does not include devices implemented by trained school personnel, or utilized by a student that have been

prescribed by an appropriate medical or related services professional, and are used for the specific and approved positioning or protective purposes for which such devices were designed.

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

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

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

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

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

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

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

USE OF RESTRAINT

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

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

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

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

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

Physical restraint will not be used:

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

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

Nothing in this policy or 603 CMR 46.00 prohibits:

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

ALTERNATIVES TO PHYSICAL RESTRAINT

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

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

methods.

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

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

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

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

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

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

PROPER ADMINISTRATION OF PHYSICAL RESTRAINT

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

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

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

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

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

- (a) No restraint will be administered in such a way that the student is prevented from breathing or speaking. During the administration of a restraint, a program staff member will continuously monitor the physical status of the student, including skin temperature and color, and respiration.

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

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

PHYSICAL RESTRAINT TRAINING

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

- (a) The role of the student, family, and staff in preventing restraint;
- (b) The Collaborative's restraint prevention and behavior support policy and procedures, including use of time-out as a behavior support strategy distinct from seclusion;
- (c) Interventions that may preclude the need for restraint, including de-escalation of problematic behaviors and other alternatives to restraint in emergency circumstances;
- (d) When behavior presents an emergency that requires physical restraint, the types of permitted physical restraints and related safety considerations, including information regarding the increased risk of injury to a student when any restraint is used, in particular a restraint of extended duration;
- (e) Administering physical restraint in accordance with medical or psychological limitations, known or suspected trauma history, and/or behavioral intervention plans applicable to an individual student; and
- (f) Identification of program staff who have received in-depth training pursuant to 603 CMR 46.03(3) in the use of physical restraint.

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

training occurring annually thereafter.

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

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

PHYSICAL RESTRAINT REPORTING REQUIREMENTS

The use of physical restraints must be reported as follows:

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

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

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

- (a) The name of the student; the names and job titles of the staff who administered the restraint, and observers, if any; the date of the restraint; the time the restraint began and ended; and the name of the principal or designee who was verbally informed following the restraint; and, as applicable, the name of the principal or designee who approved continuation of the restraint beyond 20 minutes.
- (b) A description of the activity in which the restrained student and other students and staff in the same room or vicinity were engaged immediately preceding the use of physical restraint; the behavior

that prompted the restraint; the efforts made to prevent escalation of behavior, including the specific de-escalation strategies used; alternatives to restraint that were attempted; and the justification for initiating physical restraint.

- (c) A description of the administration of the restraint including the holds used and reasons such holds were necessary; the student's behavior and reactions during the restraint; how the restraint ended; and documentation of injury to the student and/or staff, if any, during the restraint and any medical care provided.
- (d) Information regarding any further action(s) that the school has taken or may take, including any consequences that may be imposed on the student.
- (e) Information regarding opportunities for the student's parents to discuss with school officials the administration of the restraint, any consequences that may be imposed on the student, and any other related matter.

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

- (a) review and discussion of the written restraint reports submitted and any comments provided by the student and parent about such reports and the use of the restraints;
- (b) analysis of the circumstances leading up to each restraint, including factors such as time of day, day of the week, antecedent events, and individuals involved;
- (c) consideration of factors that may have contributed to escalation of behaviors, consideration of alternatives to restraint, including de-escalation techniques and possible interventions, and such other strategies and decisions as appropriate, with the goal of reducing or eliminating the use of restraint in the future;
- (d) agreement on a written plan of action by the Collaborative.

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

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

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

Annual Report of all Physical Restraints to the DESE. The Collaborative will collect and annually

report to the DESE data regarding the use of physical restraints in a manner and form directed by the DESE.

Time-out Guidelines and Student Separation

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

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

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

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

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

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

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

Anti-Hazing

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

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

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

Chapter 269: Section 18. Failure to report hazing

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

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

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

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

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

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

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

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

Bullying Prevention and Intervention Plan

Priority Statement

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

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

Prohibition Against Bullying and Retaliation

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

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

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

Definitions

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

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

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

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

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

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

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

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

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

Training and Professional Development

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

Annual staff training on the Plan

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

Ongoing professional development

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

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

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

Additional areas identified by the programs for professional development includes:

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

Written notice to staff

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

Access to Resources and Services

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

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

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

Counseling and other services

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

Below is a list highlighting activities offered at various programs:

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

for others

- Engaging students in school or classroom planning and decision-making
- Maintaining a safe and caring classroom for all students

Students with disabilities

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

Referral to outside services

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

Assessing needs and resources

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

Academic and Non-Academic Activities

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

Specific bullying prevention approaches

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

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

General teaching approaches that support bullying prevention efforts

The following approaches are integral to establishing a safe and supportive school environment, and they underscore the importance of the Collaborative's bullying intervention and prevention initiatives:

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

Policies and Procedures for Reporting and Responding to Bullying and Retaliation

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

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

Reporting

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

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

1. Include a copy of the Bullying Report Form in the beginning of the year packets for students and parents (See Appendix B);
2. Make it available in each Collaborative program's main office, the counseling office, and other locations determined by the principal or his/her designee;
3. At the beginning of each school year, the Collaborative will provide the school community, including administrators, staff, students, and parents, with written notice of its policies for reporting acts of bullying and retaliation. A description of the reporting procedures and resources, including the name

and contact information of the principal or his/her designee, will be incorporated in student and staff handbooks.

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

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

Responding

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

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

Obligations to Notify Others

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

The principal or designee shall inform the parent or guardian of the target about the Department of Elementary and Secondary Education's problem resolution system and the process for accessing that system, regardless of the outcome of the bullying determination. Any parent wishing to file a claim/concern or seeking assistance outside of the Collaborative may do so with the Department of Elementary and Secondary Education Program Resolution System (PRS). That information can be found at: <http://www.doe.mass.edu/pqa>, emails can be sent to compliance@doe.mass.edu or individuals can call 781-338-3700.

Notice to another school district: If the reported incident involves students from more than one school district, charter school, nonpublic school, approved private special education day or residential school, or Collaborative school,

the principal or his/her designee first informed of the incident will promptly notify by telephone the principal or his/her designee of the other school(s) of the incident so that each school may take appropriate action. All communications will be in accordance with state and federal privacy laws and regulations, and 603 CMR.

Notice to law enforcement: At any point after receiving a report of bullying or retaliation, including after an investigation, if the principal or his/her designee has a reasonable basis to believe that criminal charges may be pursued against the aggressor, the principal or his/her designee will notify the local law enforcement agency. Notice will be consistent with the requirements of 603 CMR 49.06 and locally established agreements with the local law enforcement agency. Also, if an incident occurs on school grounds and involves a former student under the age of 21 who is no longer enrolled in school, the principal or his/her designee shall contact the local law enforcement agency if he or she has a reasonable basis to believe that criminal charges may be pursued against the aggressor. In making this determination, the principal will, consistent with the Plan and this policy, consult with local law enforcement and other individuals the principal or his/her designee deems appropriate.

Investigation

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

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

Determinations

The principal or his/her designee will make a determination based upon all of the facts and circumstances. If, after investigation, bullying or retaliation is substantiated, the principal/Director or his/her designee will take reasonable steps to prevent recurrence and to ensure that the target is not restricted in participating in school or in benefiting from school activities. The principal or his/her designee will determine what remedial action is required, if any, and what responsive actions and/or disciplinary action is necessary.

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

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

or other directive that the target must be aware of in order to report violations.

Responses to Bullying

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

Teaching Appropriate Behavior through Skills-Building

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

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

Taking Disciplinary Action

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

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

Promoting Safety for the Target and Others

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

Collaboration with Families

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

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

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

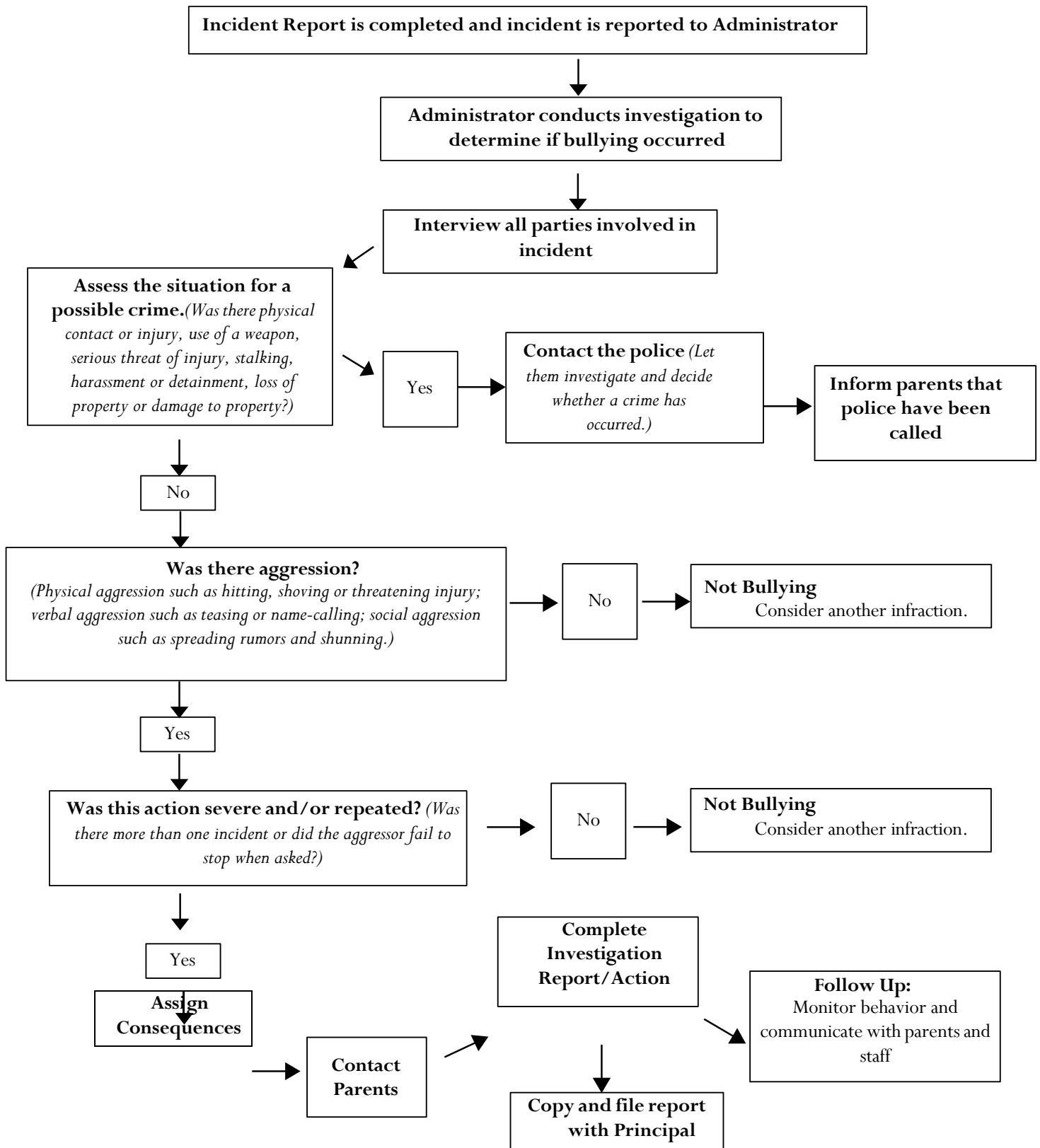
Programs will collaborate with the PAG and/or parent volunteers to create parent resource and information networks. Programs will join with these parent groups to offer education programs for parents that are focused on the parental components of the anti-bullying curricula and any social competency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

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

Relationship to Other Laws

Consistent with state and federal laws, and the policies of the school or district, no person shall be discriminated against in admission to a public school of any town or in obtaining the advantages, privilege and courses of study of such public school on account of race, color, age, disability, gender, gender identity, religion, national origin, or sexual orientation. Valley Collaborative is committed to maintaining a work and learning environment free from discrimination on the basis of race, color, religion, national origin, pregnancy, sex, gender identity, sexual orientation, marital/civil union status, ancestry, place of birth, age, citizenship status, veteran status, political affiliation, genetic information, disability, limited English speaking ability, or homelessness, as defined by state and federal laws. Nothing in the Collaborative Bullying Prevention and Intervention Plan prevents the Collaborative from taking action to remediate discrimination or harassment based on a person's membership in a legally protected category under local, state, or federal law, or school or district policies. In addition, nothing in the Collaborative Bullying Prevention and Intervention Plan is designed or intended to limit the authority of the school or district to take disciplinary action or other action under M.G.L. c. 71, §§ 37H or 37H½, or 37H¾ or other applicable laws, or local program or Collaborative policies in response to violent, harmful, or disruptive behavior, regardless of whether this Plan covers the behavior.

Collaborative Bullying Response Flow Chart



COMPLAINTS

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

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

MEDICAL POLICY

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

Health Care Policies Overview

Communicable Disease

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

Dismissal from School due to Illness

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

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

Significant health risk is defined by:

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

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

Hospital Re-Entry Policy

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

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

Medications in School

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

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

Preventative Health Care

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

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

Vaccination

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

Policy on Drug and Alcohol Abuse

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

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

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

Illicit drugs include, but are not limited to:

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

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

Prohibited activities include, but are not limited to:

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

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

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

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

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

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

Verbal Screening Tools

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

STUDENT POLICIES

STUDENT RECORDS

The Family Educational Rights and Privacy Act

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

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

Notification

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

Privacy and Security of Student Records

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

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

any computerized systems are electronically secure.

Application of Rights

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

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

Student Record

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

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

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

Personal Files of Collaborative Employees

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

Collection of Data

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

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

Access to Student Records

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

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

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

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

Amending Student Records

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

written material to the student record.

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

Destruction of Student Records

Destruction of student records will be handled as follows:

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

Student Records for Students No Longer Enrolled

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

RIGHTS AND RESPONSIBILITIES OF STUDENTS AND PARENTS

Rights of Students

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

Students have the right to:

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

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

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

Responsibilities of Students

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

Students have the responsibility to:

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

Responsibilities of Parents

Parents have the responsibility to:

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

STUDENT CODE OF CONDUCT

Nondiscrimination, Civil Rights, and How to File a Grievance

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

Prohibited Conduct

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

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

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

- 2) **Discrimination:** The unequal treatment of others based on race, color, religion, national origin, pregnancy, sex, gender identity, sexual orientation, marital/civil union status, ancestry, place of birth, age, citizenship status, veteran status, political affiliation, genetic information, disability, limited English speaking ability, or homelessness, as defined by state and federal laws.
- 3) **Harassment:** Unwelcome, verbal, written or physical conduct targeting specific person(s), which is sufficiently severe, persistent, or pervasive to create an intimidating, hostile, humiliating, or offensive school environment, or substantially interfere with the progress of a student's education.
- 4) **Sexual Harassment:**
 - A school employee conditioning an educational benefit or service upon a person's participation in unwelcome sexual conduct (often called "quid pro quo" harassment);
 - Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the school's education program or activity; or
 - Sexual assault, dating violence, domestic violence, or stalking (as those offenses are defined in the Clery Act, 20 U.S.C. § 1092(f), and the Violence Against Women Act, 34 U.S.C. § 12291(a)).
- 5) **Hate Crimes:** Criminal acts to which recognized types of bias motives are an evident contributing factor. Criminal bias-motivated conduct entails, at a minimum, threats. Criminal conduct includes acts putting someone in fear of immediate physical harm (assaults), and actual physical violence (assault and battery), and grows most serious if a victim suffers any bodily injury. Repeated threatening or menacing actions like following someone can amount to the crime of stalking.
- 6) **Hostile Environment:** Subjecting another student to threats, intimidation, or coercion that is/are sufficiently severe, persistent, or pervasive so as to interfere with or limit a student's ability to participate in or benefit from the Collaborative's programs or activities or place the student in reasonable fear for his or her safety. Whether a school environment has become hostile must be evaluated based on the totality of the circumstances. A hostile environment does not necessarily entail that a student exhibits quantifiable harm, such as a drop in grades.
- 7) **Stalking:** Intentional conduct involving two or more acts directed at a specific person, which would cause an average person substantial distress, where the perpetrator has made threats causing the targeted person fear of death or injury.
- 8) **Retaliation:** Retaliating in any way against another student for complaining of conduct prohibited under this policy.
- 9) **Bullying:** See Collaborative Bullying Prevention Plan contained in this Handbook.

- 10) Hazing: Conduct or any method of initiation into any student organization (official or unofficial), whether on public or private property, which willfully or recklessly endangers the physical or mental health of any student or person. Hazing is a crime in Massachusetts. See the anti-hazing section of this Handbook for more information.

Commitment to Prevention and Investigation

The Collaborative is committed to the prevention and accurate reporting of all incidents of civil rights violations such that all students and staff can enjoy a safe, non-threatening educational and working environment. Program administrators will thoroughly investigate all instances of violation and take disciplinary appropriate disciplinary action in accordance with this Handbook, as well as report such instances to law enforcement agencies where appropriate.

Collaborative staff must intervene in all civil rights violations and instances of harassment whenever witnessed, reported or suspected. The Executive Director and the applicable principal will be notified immediately whenever civil rights violations are in question, and Collaborative staff will move quickly in preventing a recurrence of any civil rights violation or incidence of harassment.

Procedures for Responding to and Investigating Incidents of Discrimination (See Title IX Procedures for Responding to and Investigating Allegations of Sexual Harassment)

I. WHERE TO FILE A COMPLAINT

Any Valley Collaborative student, employee, or third party who believes that a Valley Collaborative student, employee, or third party has discriminated against or harassed them because of their race, color, national origin, sex, disability, or age in admission to, access to, treatment in, or employment in its services, programs, or activities may file a complaint with the Kari Morrin, Director of Human Resources, Title IX and 504 Coordinator, 11 Executive Park Drive, N. Billerica, MA 01862, 978-528-7863, kmorrin@valleycollaborative.org who will serve as the grievance officer in such matters.

II. CONTENTS OF COMPLAINTS AND TIMELINES FOR FILING

Complaints under this procedure should generally be filed within twenty (20) days of the alleged discrimination or harassment. Complaints may be submitted orally or in writing. The complainant may select another person to help with the filing of the complaint. Any responsible employee who receives an oral complaint will memorialize the allegations in writing and forward the written allegations to the Kari Morrin, Director of Human Resources, Title IX and 504 Coordinator, 11 Executive Park Drive, N. Billerica, MA 01862, 978-528-7863, kmorrin@valleycollaborative.org or designee by the following school day. The written complaint should include the following information:

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

III. INVESTIGATIONS AND RESOLUTION OF THE COMPLAINT

Complaints will be investigated promptly and resolved as quickly as possible. (Any person who alleges discrimination on the basis of a disability relative to the identification, evaluation, or educational placement of a person, who because of a disability is believed to need special instruction or related services, pursuant to Section 504 of the Rehabilitation Act of 1973, Massachusetts General Law chapter 71B, and/or the Individuals with Disabilities Education Act, may use the procedure outlined in the Massachusetts Department of Elementary and Secondary Education's Parents' Rights Brochure, rather than this procedure. Information on this alternative process may be obtained from Kari Morrin, Director of Human Resources, Title IX and 504 Coordinator, 11 Executive Park Drive, N. Billerica, MA 01862, 978-528-7863, kmorrin@valleycollaborative.org. Respondents will be informed of the charges as soon as the grievance officer deems appropriate based upon the nature of the allegations, the investigation required, and the action contemplated, and in no case later than fifteen (15) school days following receipt of the complaint. The grievance officer will interview witnesses who are deemed to be necessary and appropriate to determine the facts relevant to the complaint, and will gather other pertinent information. Interviews of students will be conducted in such a way as to reflect the age and emotional condition of the student. The complainant(s) and respondent(s) shall have an equal opportunity to present witnesses and other evidence. Such interviews and gathering of information will be completed within fifteen (15) school days of the receipt of the complaint.

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

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

Notwithstanding the above, it is understood that in the event a resolution contemplated by the grievance officer involves disciplinary action against an individual, the complainant will not be informed of such disciplinary action, unless it directly involves the complainant (e.g., a directive to "stay away" from the complainant, as might occur as a result of a complaint of harassment). Any disciplinary action imposed upon an individual will be subject to applicable procedural requirements. All the timelines indicated above will be implemented as specified, unless the nature of the investigation or exigent circumstances prevent such implementation in which case the matter will be completed as quickly as practicable. If the timelines specified above are not met, the reason(s) for not meeting them must be clearly documented.

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

IV. RETALIATION PROHIBITED

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

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

Consequences for Civil Rights Violations

1. Non-disciplinary corrective actions: Some violations can be addressed with steps that do not necessitate disciplinary action. These steps usually lay within the discretion of the principal or his/her designee. Such instances may warrant counseling, diversity awareness training, separating offender and victim, parent conferences, and/or special school assignments.
2. Disciplinary Action: Disciplinary actions will be taken toward the goal of eliminating the offending conduct, preventing recurrence, and reestablishing a school environment conducive for the victim to learn. Violations of civil rights of students or staff may result in sanctions including suspension, emergency termination of enrollment, and expulsion for students and suspension, depending on the severity of the infraction.
3. Failure to Act by Administrators or Staff – All staff have a duty to act to stop witnessed civil rights violations, as safely as can be done, and report such instances to program administrators. Failure to do so may result in disciplinary action.

Commitment to Non-Retaliation

The Collaborative will deal seriously with any and all threats or acts of retaliation for the good faith filing of a complaint. Such action will result in disciplinary proceedings. Staff will monitor situations to ensure that no threats or acts of reprisal are made. Program administrators may use non-disciplinary procedures to prevent retaliation from occurring.

Referral to Law Enforcement Authorities

The Executive Director or designee has the responsibility of notifying the local police when they have reason to believe that a hate crime has been or is to be committed. This is mandatory for all hate crimes violations.

Documentation Requirements

- Record keeping –Records of all civil rights violations and hate crimes reported are maintained. Records will be compiled by school year. Record keeping will include particulars of the incident, response actions taken, results of the investigation and intervention.
- Monitoring and tracking to identify patterns – Records should be maintained and monitored to detect patterns in violations, repeat offenders, and locations for problems. Actions will be taken once patterns have been revealed.

Dissemination of Information and Training

- This policy will be available to staff, students and parents.
- Staff will receive training relevant to this policy annually during staff orientation.
- Students and parents will receive this policy annually and at time of admission to a Collaborative program.
- This policy will be reviewed annually for compliance with state and federal law.

Section 504 of the Rehabilitation Act

Section 504 of the Rehabilitation Act of 1973 prohibits discrimination against persons with a disability in any program receiving federal financial assistance, which includes the programs of the Collaborative. Complaints or concerns relating to discrimination or harassment on the basis of disability may be directed to the 504 Coordinator. The Collaborative's 504 Coordinator is:

Kari Morrin
Director of Human Resources, Title IX and 504 Coordinator
11 Executive Park Drive
N. Billerica, MA 01862
978-528-7863
kmorrin@valleycollaborative.org

Title IX Notice and Procedures

Title IX of the Education Amendments of 1972 states:

No person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. 20 USC §1681.

Sexual harassment, including sexual violence, is unlawful sex discrimination. As required by Title IX and in compliance with Title IX, the Valley Collaborative does not discriminate on the basis of sex in its education programs or activities including in its admission or employment practices. Inquiries regarding the application of Title IX to the Valley Collaborative education program and activities are directed to the Title IX Coordinator.

The following conduct constitutes sexual harassment:

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

How to Report Sex Discrimination, including Sexual Harassment

Any person may report sex discrimination, including sexual harassment in person, by mail, by telephone, or by electronic mail, to the Title IX Coordinator, or by any other means that results in the Title IX Coordinator receiving the person's verbal or written report. Reports may be made at any time by using the telephone number or electronic mail address, or

by mail to the office address, listed for the Title IX Coordinator.

Kari Morrin
 Director of Human Resources, Title IX and 504 Coordinator
 11 Executive Park Drive
 N. Billerica, MA 01862
 978-528-7863
 kmorrin@valleycollaborative.org

How to File a Formal Complaint of Sexual Harassment

A complainant may file a formal complaint with the Title IX Coordinator by mail, email, telephone or in person. The Title IX Coordinator may also initiate a formal complaint.

Complainant means an individual who is alleged to be the victim of conduct that could constitute sexual harassment.

Respondent means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

Formal complaint means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that Valley Collaborative investigate the allegation.

How Valley Collaborative will respond.

The Title IX Coordinator will promptly contact the complainant to discuss the availability of supportive measures.

Supportive measures means non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent. Supportive measures are offered whether or not the complainant files a formal complaint and are designed to restore or preserve equal access to the education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the educational environment, or deter sexual harassment. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

The Title IX Coordinator will consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint. The Title IX Coordinator must treat complainants and respondents equitably and offer supportive measures to the complainant and respondent.

The Valley Collaborative may remove a respondent from school or an activity on an emergency basis, provided that the individualized safety and risk analysis determines that there is an immediate threat to the physical health or safety of any student or other individual. Respondents removed on an emergency basis will receive notice and an opportunity to challenge the decision immediately following the removal. This provision may not modify any rights for students with disabilities.

Grievance Process

In response to a formal complaint, the Valley Collaborative will adhere to the following grievance process.

Written Notice:

Upon receipt of a formal complaint, the Title IX Coordinator will provide written notice to the parties who are known. The written notice shall include:

- Notice of the grievance process, including notice of informal resolution process;

- Notice of the allegations that includes sufficient details known at the time and with sufficient time to prepare a response before any initial interview.
- Notice that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the grievance process.
- Notice that the parties may have an advisor of their choice and may inspect and review evidence; and
- Notice that the Valley Collaborative code of conduct prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

If any new allegations arise during the grievance process, the Title IX Coordinator will provide written notice of the additional allegations to the parties whose identities are known.

Investigation:

The Valley Collaborative will investigate the allegations in the formal complaint. Valley Collaborative will use trained personnel to objectively evaluate all relevant evidence without prejudgment of the facts at issue and free from conflicts of interest or bias for or against either party.

The Valley Collaborative may dismiss the formal complaint if:

- The conduct alleged would not constitute sexual harassment even if proved, did not occur in a Valley Collaborative's education program or activity, or did not occur in the United States.
- The complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint of any of the allegations in the formal complaint, or if the respondent is no longer enrolled or employed by the Valley Collaborative; or specific circumstances prevent the recipient from gathering evidence sufficient to reach a determination as to the formal complaint.

Upon a dismissal, the Title IX Coordinator will promptly send written notice for the dismissal and reason(s) therefor simultaneously to the parties.

When investigating a formal complaint and throughout the grievance process, the Valley Collaborative will:

- Apply a presumption of innocence, and ensure that the burden of proof and the burden of gathering evidence rests on the Valley Collaborative and not on the parties;
- Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence;
- Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence;
- Protect parties' privacy by requiring a party's written consent before using the party's medical, psychological or similar treatment records during the grievance process;
- Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney;
- Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all hearings, investigative interviews, or other meetings, with sufficient time for the party to prepare to participate;
- Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint;

- Prior to the completion of an investigative report, send to each party and the party's advisor, the evidence subject to inspection and review and provide the parties at least 10 days to submit a written response, which the investigator will consider prior to completion of the investigative report.
- Create an investigative report that fairly summarizes relevant evidence for their review and written response.

Determination regarding responsibility:

- The decision-maker, who shall not be the investigator or the Title IX Coordinator, will provide each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. Complainants may not be asked inappropriate questions about prior sexual history. The decision-maker(s) must explain to the party proposing the questions any decision to exclude a question as not relevant.
- The decision-maker must issue a written determination regarding responsibility. To reach this determination, the decision maker shall apply a preponderance of the evidence standard. Preponderance of the evidence means that it is more likely than not that the alleged conduct occurred.
- The Title IX Coordinator is responsible for effective implementation of any remedies.

Appeals:

Either party may appeal the determination regarding responsibility (or from a dismissal) on the following ground:

- Procedural irregularity that affected the outcome of the matter;
- New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and
- The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against the complainant or respondents generally or the individually that affected the outcome of the matter.

In the event of an appeal, the Title IX Coordinator will notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties.

Informal resolution:

An informal resolution process is available when a formal complaint is filed. Informal resolution process is available without a full investigation and nothing in the informal process shall preclude the parties from resuming a formal complaint process. Participation is voluntary and written consent is required. An informal resolution process is not permitted to resolve allegations that an employee sexually harassed a student.

Record Keeping

The Valley Collaborative will maintain records regarding sexual harassment reports and complaints for a period of seven years.

Retaliation Prohibited

Retaliation is prohibited against any individual, including complainants, respondents, and witnesses for reporting sexual harassment, participating (or refusing to participate) in any investigation/grievance process. Individuals may report retaliation to the Title IX Coordinator who will investigate and take measures to protect individuals from retaliation.

Complaints of Discrimination and/or Harassment on the basis of sex may also be reported to:

The Office for Civil Rights, US Department of Education

5 Post Office Square, 8th Floor
Boston, MA 02109-3921
Telephone: 617-289-0111, FAX: 617-289-0150
Electronic Mail: OCR.Boston@ed.gov

Student Conduct

Students are expected to conduct themselves in a manner consistent with school rules and regulations to the end that a positive learning atmosphere be established. Among other things, student conduct shall reflect care and respect for all other members of the Valley Collaborative school community.

Certain breaches of conduct are so serious that the Principal may long term suspend or expel a student under the provisions of M.G.L. c. 71, §37H and 37H ½. These include:

- Possession of a dangerous weapon while on school grounds or at a school-sponsored event
- Possession of a controlled substance while on school grounds or at a school-sponsored event
- An assault on a School Administrator, teacher, teacher's aide, or other staff person.
- A felony charge or conviction

Violations of the code of conduct will subject a student to disciplinary action up to and including mediation, detention, suspension, or expulsion.

STUDENT RULES

- 1) Attendance and Tardiness: Collaborative students are expected to attend school on all days and on time. The student or their parent(s) are expected to let staff know prior to 8:00 A.M. if a student is ill, will not be attending school that day, or will be tardy. If a student is absent or tardy and no phone call is made, a call will be made to the student's home. Unexcused absences and excessive tardiness are unacceptable.
- 2) Appropriate Language: Collaborative students are prohibited from swearing, making rude comments or inappropriate noises, or using inappropriate voice levels.
- 3) Appropriate Dress: Students are expected to wear appropriate clothes for school or work. If they are working in an office or an outdoor maintenance setting, clothes should be chosen accordingly.
- 4) Borrowing of Money: Students are not permitted to borrow money from other students, purchase items for other students or sell items to other students.
- 5) Transportation: Individual sending districts are responsible for transportation of students to/from school/home each day. Students are not permitted to drive to school. If a student has a specific reason why he/she should be able to drive to school they may petition the Collaborative program. The Collaborative would then make a decision and notify the principal as well as the Special Education Director of the student's sending district to obtain their permission. Students cannot be driven to school or picked up from school without staff and parental permission. Parents need to complete a transportation permission slip for students to be driven to or picked up from Collaborative

programming. Students will only be permitted to be transported by those people the parent has indicated are appropriate (See Release of Students to Adults Other than Parents). If any of these people become disruptive to the school environment the Collaborative has the authority to not allow that person on school grounds. Students are not permitted to ride home on any bus or van except the one to which they have been assigned. Students are not permitted to drive to school or be picked up from school without permission from the Collaborative.

- 6) Appropriate Conduct: Students are expected to behave in an appropriate manner exhibiting respect for themselves and others at all times while in school or participating in Collaborative programs or activities, including off-site and Collaborative related activities such as field trips.
- 7) Leaving the School Building: Students are not permitted to leave the school building, work site, or vehicle without permission from the staff. The staff is responsible for each student's welfare, and expects students to treat the staff with respect and let them know where each student is at all times.
- 8) Portable Music Players/Electronics Games: Students are not permitted to use any of these devices during the school day. If they are brought in for use on the bus, they need to remain in the locker area at all times.
- 9) Cellular Telephones: Students are only permitted to use cellular phones before and after school hours outside of school buildings, or at evening or weekend activities inside school buildings. The use of cell phones for any purpose is not permitted at any other time on school grounds. Cell phones must not be visible during the school day and must be turned off (not simply on silent or vibrate mode).
- 10) Personal Property: The Collaborative strongly encourages that students do not bring valuable items to school. If the personal property of a student causes disruption while at school, the Collaborative may take the property away from the student. The Collaborative will make every effort to return all personal property to the student or parent. However, the Collaborative is not responsible for lost or stolen property, or compensating students or parents for value of such property.
- 11) Drugs or Alcohol: No drugs or alcohol are permitted in school or on school grounds, and students are not permitted to come to school under the influence of substances. The possession, use, manufacture, distribution, sale, or possession with intent to sell, or dispensation of alcohol, marijuana, illegal drugs, or other illegal or controlled substances of any kind is strictly prohibited.
- 12) Smoking and Tobacco: In accordance with M.G.L. c. 71, § 2A, it is unlawful for any student enrolled in a public primary or secondary school in the Commonwealth to use tobacco products of any kind, including but not limited to cigarettes, cigars, pipes, smokeless tobacco, and vaping. The use of any tobacco products is prohibited within the Collaborative school buildings, the school facilities, on the school grounds, or on school buses by any individual, including school personnel.
- 13) Theft and Vandalism: Students are prohibited from stealing, vandalizing, or destroying the

property of others, including property belonging to the Collaborative or its staff, faculty, students, parents, volunteers, and visitors. School pride is enhanced by a well maintained and clean building. The Collaborative hopes that all students will share in this belief. Students involved in theft, vandalism, graffiti, destruction of property, or arson will be required to reimburse the school for the materials and labor necessary to fix any damage they cause, and will be subject to appropriate disciplinary action, up to and including suspension, emergency termination of enrollment, or expulsion

- 14) Weapons: The Collaborative strictly prohibits the possession of all weapons in school, on school grounds, school buses, or at any school functions. All knives, handguns, rifles, shotguns, other fire arms, explosives, incendiary devices, and other weapons are forbidden. If a student is found to be in possession of such an object for which there is clearly no known educational use, the weapon will be confiscated it and the student's parents will be notified, and if necessary, the police will also be contacted. The Federal Gun-Free School Act of 1994 (GFSA) is Section 14601 of the Improving America's Schools Act, and deals with disciplining special education students in compliance with the IDEA in cases where the student is found in possession of a firearm. The GFSA permits the Collaborative to place a special education student found in possession of a firearm in an interim alternative educational setting as determined by the evaluation team for up to 45 days. The student shall remain in the interim alternative setting pending any special education manifestation determination or special education hearing initiated by the parent, unless the parent and the Collaborative agrees otherwise.
- 15) Violence and Threats of Violence: All violence and threats of violence (including physical fighting, assault, battery, kidnapping, threat of robbery, robbery using force, homicide, other drug-related or crime-related violence, and all acts that endanger or cause bodily harm to others) are strictly prohibited at school, the Collaborative, or Collaborative related activities. All threats of violence or physical attack will be taken seriously by the Collaborative.
- 16) Destruction of Property: Students are prohibited from the destruction of Collaborative property or the property of others.
- 17) Student Lockers: Some Collaborative students will be provided with lockers to store school supplies and personal belongings. It is important for students and parents to understand that lockers remain the property of the Collaborative or school in which they are located. Collaborative and school staff have the right to search lockers and any personal items inside lockers where reasonable cause to do so exists.
- 18) Care of Books and Other Materials: The Collaborative supplies students with the textbooks and other educational materials they need for school, free of charge. Textbooks and library books are owned by the Collaborative. If a student damages or loses a book or other school property, the student or parent may have to pay for a replacement. Families should be aware that many textbooks are very expensive.
- 19) Rules of Public Schools with Co-located Collaborative Programs: Students in Collaborative programs

co-located within public schools are also subject to the rules of those public schools.

- 20) Students are prohibited from knowingly making false statements or knowingly submitting false information during a grievance process, including but not limited to harassment/bullying reports and investigation.

DISCIPLINARY ACTION

All students have the responsibility to comply with the rules and policies set forth in this Handbook and to refrain from engaging in negative or disruptive behavior, or violating the rights of others. Any failure to comply with the rules or policies contained in this Handbook may result in disciplinary action, up to and including suspension, emergency termination, and/or expulsion. Disciplinary proceedings will be conducted in accordance with Massachusetts law. Disciplinary action will depend on and be commensurate with the circumstances, nature, and severity of a student's infraction. Where possible and appropriate, the Collaborative will include all parties involved or affected by the negative or disruptive behavior in the disciplinary decision making process. In preparing students for the adult world, it is important that they learn and understand the effect that their behavior has on others and the consequences of their actions, to the extent that they are able.

In the event that a student repeatedly disrupts others, it will be necessary for the parents and school system to be notified. A meeting will be called, if determined necessary. If a student leaves the school premises, the parents and school system will be notified. The local police will also be notified.

The Collaborative Program's Principal or designee conducts semiannual reviews of all discipline data by selected populations. These semiannual reviews allow for the disaggregation of data by race and ethnicity, gender, socio-economic status, English learner status, and students with a disability status. The Principal's accesses the extent of in-school suspensions, short- and long-term suspensions, expulsions and emergency removals and the impact of such disciplinary action on selected student populations. The Principal determines whether it is necessary or appropriate to modify disciplinary practices due to an over-reliance on suspensions, expulsions or removals on selected student populations compared with other students.

No student shall be subjected to abuse or neglect, cruel, unusual, severe or corporal punishment, including the following practices:

- Any type of physical hitting or pain inflicted in any manner upon the body;
- Requiring or forcing the student to take an uncomfortable position such as squatting or bending or requiring or forcing the student to repeat physical movements when used as punishment;
- Punishments which subject the student to verbal abuse, ridicule or humiliation;
- Denial of visitation or communication privileges with family;
- Denial of sufficient sleep;
- Denial of shelter, bedding, food or bathroom facilities.

STUDENT DISCIPLINE

The Principal has the authority to exercise discretion in deciding the consequences for a student who has violated disciplinary rules. The Principal shall first consider ways to re-engage the student offender in the learning process, and

shall avoid using expulsion until other remedies and consequences have been employed.

Suspension

A suspension is a short term or long term removal from regular classroom activities.

Short term suspension is the removal of a student from the school premises and regular classroom activities for 10 consecutive days or less.

Long term suspension means the removal of a student from the school premises and regular classroom activities for more than 10 consecutive days, or for more than 10 days cumulatively for multiple disciplinary offenses in any school year.

A suspended student is restricted from entering the school buildings, or coming onto school grounds; and a suspended student may not participate in any school sponsored activities or functions during the suspension period. It is also recommended that parents restrict the activities of a student during the suspension period to reinforce the importance of the disciplinary consequence and to demonstrate cooperation between the school and family.

The Principal or his/her designee has the sole responsibility for determining who is suspended. The suspended student may not be permitted to return to school until a parental conference has been held.

In school suspension

At the discretion of the Principal, in-school suspension may also be imposed where a student is determined to have committed a suspendable offense. In-school suspension means the student is removed from regular classroom activities, but not from the school premises, for no more than 10 consecutive school days. Students will be subject to limitations on their movements and activities as determined by the Principal. In-school suspension for less than 10 days shall not be considered a short-term suspension. An in-school suspension of more than 10 days shall be deemed a long-term suspension.

For an in-school suspension, the principal shall inform the student of the disciplinary offense charged and the basis for the charge, and provide the student an opportunity to dispute the charges and explain the circumstances surrounding the alleged incident. If the principal determines that the student committed the disciplinary offense, the principal shall inform the student of the length of the student's in-school suspension, which shall not exceed 10 days, cumulatively or consecutively, in a school year.

On the same day as the in-school suspension decision, the principal shall make reasonable efforts to notify the parent orally of the disciplinary offense, the reasons for concluding that the student committed the infraction, and the length of the in-school suspension. The principal shall also invite the parent to a meeting to discuss the student's academic performance and behavior, strategies for student engagement, and possible responses to the behavior. Such meeting shall be scheduled on the day of the suspension if possible, and if not, as soon thereafter as possible. If the principal is unable to reach the parent after making and documenting at least (2) attempts to do so, such attempts shall constitute reasonable efforts for purposes of orally informing the parent of the in-school suspension.

The principal shall send written notice to the student and parent about the in-school suspension, including the reason and the length of the in-school suspension, and inviting the parent to a meeting with the principal, if such meeting has not

already occurred. The principal shall deliver such notice on the day of the suspension by hand-delivery, certified mail, first-class mail, email to an address provided by the parent for school communications, or by other method of delivery agreed to by the principal and the parent.

Removal from Extracurricular Activities and Attendance at school sponsored events

The principal may remove a student from privileges, such as extracurricular activities and attendance at school-sponsored events, based on the student's misconduct. Such a removal is not subject to the procedures in M.G.L. c. 71, § 37H^{3/4} or 603 CMR 53.00.

Opportunity for Academic Progress During Suspension/Expulsion

Any student receiving in-school suspension, short-term suspension, or long-term suspension shall have the opportunity to make up assignments, tests, papers, and other school work as needed to make academic progress during the period of removal from the classroom or school.

Any student who is expelled or suspended from school for more than 10 consecutive days shall have an opportunity to receive educational services that will enable the student to make academic progress toward meeting state and local requirements through the school-wide educational services plan.

Student due process rights

In administering discipline, school officials will be careful to observe the right to due process under the law for each student. The nature of the violation determines the due process that school officials follow.

1. DUE PROCESS RIGHTS FOR STUDENTS CHARGED WITH POSSESSION OF A DANGEROUS WEAPON, POSSESSION OF A CONTROLLED SUBSTANCE, ASSAULT ON SCHOOL STAFF AND/OR STUDENTS WHO HAVE BEEN CHARGED WITH OR CONVICTED OF A FELONY (M.G.L. c. 71, §37H and M.G.L. c. 71, §37H ½).

Short Term Disciplinary Sanctions: Prior to the imposition of any disciplinary sanction that might result in a student's suspension from school for ten (10) consecutive school days or less, the student will be given oral notice of the offense with which he/she is charged and an opportunity to respond. In the event that the Principal or designee determines that the student will be suspended from school, the student's parent(s)/guardian(s) will be notified by telephone and in writing.

Long Term Disciplinary Sanctions: Prior to the imposition of any disciplinary sanction that might result in the student's suspension from school for more than ten (10) consecutive school days or expulsion, the parents/guardians will be given written notice of a hearing at which they may be represented by an attorney at their expense and may examine and present witnesses and documentary evidence. Following this hearing, a written decision will be issued. The parent(s)/guardian(s) will have the right to appeal any decision imposing a long term suspension or expulsion from school to the Executive Director. Where the student is excluded in accordance with M.G.L. c. 71, §37H, the student shall have ten (10) days from the effective date of the exclusion to file a written appeal with the Executive Director of Schools. For exclusions imposed pursuant to M.G.L. c. 71, §37H ½, the student shall have five (5) days from the effective date of the exclusion to file a written appeal with the Executive Director. For exclusions imposed by the School Committee in accordance with M.G.L. c. 76, §17, the student shall have the right to file a written request for reconsideration by the committee within ten (10) days of the effective date of the exclusion. Pending the outcome of any such appeal, the disciplinary sanction imposed shall remain in effect. M.G.L. c. 76, §17,

M.G.L. c. 71, §37H and M.G.L. c. 71, §37H ½.

2. DUE PROCESS RIGHTS FOR STUDENTS CHARGED WITH OTHER VIOLATIONS (M.G.L. c. 71, §37H ¾.)

Notice and principal's meeting:

For any suspension under this section, the principal or a designee shall provide notice of the charges and the reason for the suspension or expulsion to the parent(s)/guardian(s) in English and the primary language spoken in the student's home. The student shall receive written notice of the charges and the opportunity to meet with the principal or designee to discuss charges and reasons for the suspension and/or exclusion prior to suspension/exclusion taking effect.

The principal or designee shall make reasonable efforts to notify the parent orally of the opportunity to attend the hearing. The meeting may take place without the student's parent(s)/guardian(s) so long as if the principal has sent written notice and has documented at least two (2) attempts to contact the parent in the manner specified by the parent for emergency notification.

The purpose of the principal's hearing is to hear and consider information regarding the alleged incident for which the student may be suspended, provide the student an opportunity to dispute the charges and explain the circumstances surrounding the alleged incident, determine if the student committed the disciplinary offense, and if so, the consequences for the infraction.

The principal shall determine the extent of the rights to be afforded the student at a disciplinary hearing based on the anticipated consequences for the disciplinary offense.

a. Short-term Suspension

The principal shall discuss the disciplinary offense, the basis for the charge, and any other pertinent information. The student also shall have an opportunity to present information, including mitigating facts, that the principal should consider in determining whether other remedies and consequences may be appropriate. The principal shall provide the parent, if present, an opportunity to discuss the student's conduct and offer information, including mitigating circumstances, that the principal should consider in determining consequences for the student.

Based on the available information, including mitigating circumstances, the principal shall determine whether the student committed the disciplinary offense, and, if so, what remedy or consequence will be imposed.

The principal shall notify the student and parent of the determination and the reasons for it, and, if the student is suspended, the type and duration of suspension and the opportunity to make up assignments and such other school work as needed to make academic progress during the period of removal. The determination shall be in writing and may be in the form of an update to the original written notice.

b. Long Term Suspension

In addition to the rights afforded a student in a short-term suspension hearing, the student shall also have the opportunity to review the student's record and the documents upon which the principal may rely in making a determination to suspend the student or not; the right to be represented by counsel or a lay person of the student's choice, at the student's/parent's expense; the right to produce witnesses on his or her behalf and to present the student's explanation of the alleged incident, but the student may not be compelled to do so; the right to cross-examine witnesses presented by the collaborative; the right to request that the hearing be recorded by the principal, and to receive a copy of the audio recording upon request. If the student or parent requests an audio recording, the principal shall inform all participants before the hearing that an audio record will be made and a copy will be provided to the student and parent upon request.

If present, the Parent shall have an opportunity to discuss the student's conduct and offer information, including mitigating circumstances, that the principal should consider in determining consequences for the student.

Based on the evidence, the principal shall determine whether the student committed the disciplinary offense, and, if so, after considering mitigating circumstances and alternatives to suspension, what remedy or consequence will be imposed, in place of or in addition to a long-term suspension. The principal shall send the written determination to the student and parent by hand-delivery, certified mail, first-class mail, email to an address provided by the parent for school communications, or any other method of delivery agreed to by the principal and the parent.

If the student is suspended for more than 10 days for a single infraction or for more than 10 days cumulatively for multiple infractions in any school year, the notice will include written notification of the right to appeal to the Executive Director and the process for appealing in English and the primary language spoken in the student's home. No student will be suspended for greater than 90 days, beginning on the first day the student is removed from the building.

Emergency Removal:

The principal may remove a student from school temporarily when a student is charged with a disciplinary offense and the continued presence of the student poses a danger to persons or property, or materially and substantially disrupts the order of the school, and, in the principal's judgment, there is no alternative available to alleviate the danger or disruption. The principal shall immediately notify the Executive Director in writing of the removal and the reason for it, and describe the danger presented by the student. The temporary removal shall not exceed two (2) school days following the day of the emergency removal.

In the event of an emergency removal, the principal shall make immediate and reasonable efforts to orally notify the student and the student's parent of the emergency removal, the reason for the need for emergency removal. The principal shall provide written notice to the student and parent as provided above, and provide the student an opportunity for a hearing with the principal as provided above, and the parent an opportunity to attend the hearing, before the expiration of the two (2) school days, unless an extension of time for hearing is otherwise agreed to by the principal, student, and parent.

The principal shall render a decision orally on the same day as the hearing, and in writing no later than the following

school day, which meets the requirements as described above.

In the event of an emergency removal from school, the principal will not release the student until adequate provisions have been made for the student's safety and transportation.

Executive Director's hearing:

The parent(s)/guardian(s) shall have 5 calendar days following the effective date of the suspension or expulsion to submit a written request for an appeal to the Executive Director but may be granted an extension of time of up to 7 calendar days. If the appeal is not timely filed, the Executive Director may deny the appeal, or may allow the appeal in his or her discretion, for good cause.

The Executive Director will hold a hearing with the student and the parent(s)/guardian(s) within 3 school days or the student's request for an appeal. The time may be extended up to 7 calendar days if requested by the parent(s)/guardian(s). The Executive Director's hearing may proceed without the parent(s)/guardian(s) if a good faith effort was made to include parent(s)/guardian(s). The Executive Director shall be presumed to have made a good faith effort if he or she has made efforts to find a day and time for the hearing that would allow the parent and Executive Director to participate. The Executive Director shall send written notice to the parent of the date, time, and location of the hearing.

At the hearing, the Executive Director shall determine whether the student committed the disciplinary offense of which the student is accused, and if so, what the consequence shall be. Students shall have all of the rights afforded to students at the principal's hearing for long-terms suspension. The Executive Director will issue a written decision within 5 calendar days of the hearing. If the Executive Director determines that the student committed the disciplinary offense, the Executive Director may impose the same or a lesser consequence than the principal, but shall not impose a suspension greater than that imposed by the principal's decision. The Executive Director's decision is the final decision of the Collaborative.

3 to 5 Day Suspension

If a student has been suspended for three (3) consecutive school days or five (5) non-consecutive school days in a school year, the program convenes a meeting with the Team to explore possible program modifications within the program in an attempt to prevent total suspension of the student. Student suspensions are recorded; the number and duration are tracked, including suspensions from any part of the student's IEP. Suspension from transportation is included in the tracking.

Suspensions exceeding 10 days (consecutive or cumulative in one year)

The Collaborative provides the following safeguards for students with disabilities prior to any suspension beyond 10 consecutive days or more than 10 cumulative days (if there is a pattern of suspension) in any school year.

1. A suspension of longer than 10 consecutive days or a series of suspensions that are shorter than 10 consecutive days but constitute a pattern are considered to represent a change in placement.
2. When a suspension constitutes a change in placement of a student with disabilities, the Collaborative, sending district personnel, the parent(s), and other relevant members of the Team, as determined by the Collaborative, parent(s) and the sending district, convene within 10 days of the decision to suspend to review all relevant information in the student's file, including the IEP, any teacher observations, and any relevant information from the parents, to determine whether the behavior was caused by or had a

direct and substantial relationship to the disability or was the direct result of the failure to implement the IEP— “a manifestation determination.”

3. If the Collaborative, the sending district, the parent(s), and other relevant members of the Team determine that the behavior is not a manifestation of the disability, then the suspension or expulsion may go forward consistent with Collaborative policies and procedures. The sending district, however must offer the student:
 - a. services to enable the student, although in another setting, to continue to participate in general education curriculum and to progress toward IEP goals; and
 - b. as appropriate, a functional behavior assessment and behavioral intervention services and modifications, to address the behavior so that it does not recur.
4. If the Collaborative, the sending district, the parent(s), and other relevant members of the Team determine that the behavior is a manifestation of the disability, then the Team completes a functional behavioral assessment and behavioral intervention plan if it has not already done so. If a behavioral intervention plan is already in place, the Team reviews it and modifies it, as necessary, to address the behavior. Except when he or she has been placed in an interim alternative educational setting, the student returns to the original placement unless the Collaborative, parent(s) and sending district agree otherwise or the hearing officer orders a new placement.
5. No later than the date of the decision to take disciplinary action, the parent(s) is notified of that decision and provided with written notice of procedural safeguards. Any party may request a hearing because it believes that maintaining the student’s current placement is substantially likely to result in injury to the student or others, the student remains in the disciplinary placement, if any, until the decision of the hearing officer or the end of the time period for the disciplinary action, whichever comes first, unless the parent and the school district agree otherwise.

School Wide Educational Services Plan

To ensure that students who are suspended or expelled for more than 10 consecutive days have the opportunity to make academic progress during the period of suspension or expulsion, professional tutoring is provided by LearnWell or Valley Collaborative Staff. These tutoring services are based on and provided in a manner consistent with the academic standards for all students. It is the responsibility of the Program’s Principal to notify the student and their parent or guardian of the opportunity to receive education services and to arrange such services at the time that the student is expelled or placed in long-term suspension.

INTERNET USE POLICY

Students should read this policy and complete the Student Internet Use Agreement and Parental Permission Form (Appendix F). The permission form is required for internet use.

Introduction

Valley Collaborative's aims to provide students with accessible, up-to-date and reliable information to support them in their studies and educational experience. This goal requires the Collaborative to provide access to the vast information resources on the Internet to help students in their studies and to be well informed. The Internet is an educational tool for the Collaborative. Users must understand that this access is for educational purposes and not for non- educational activities. Students will be utilizing the Internet, but WILL NOT have access to email or instant messaging.

Internet Use

The Collaborative provides students with Internet access in most classrooms and some locations have computer labs. All students may have access to the Internet. Students who wish this access must read and sign the “Student Internet/Email Usage Policy” form.

Authorized Use

The Collaborative’s Internet connection is intended primarily for educational use. That means we expect students to use Internet access primarily for education-related purposes, i.e. to research relevant topics and to obtain useful information. The following are specific provisions regarding authorized use of the Collaborative's Internet connection:

- Users may use the Collaborative’s Internet services for personal improvement provided that such use is consistent with staff and educational conduct.
- Internet use should be restricted to sites and materials such as news or information that might be considered reasonable if read as a text publication in a classroom or library environment.

Unauthorized Use

Users shall not use the Collaborative’s Internet services to view, download, save, receive, or send material related to the following:

- Offensive content of any kind, including pornographic material.
- Propagating a virus, worm, Trojan horse, or trap-door program code.
- Disabling or overload any computer system or network.
- Circumventing any system intended to protect the privacy or security of another user.
- Promoting discrimination on the basis of race, religion, ethnicity, disability, gender, sexual orientation race, age, or marital status.
- Visiting web sites that promote threatening or violent behavior.
- Using the Internet for illegal activities including the illegal downloading of music, movies, or other copyrighted materials.
- Distributing commercial messages.
- Gambling web sites.
- Hosting of ‘game servers’ for online or network gaming.

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

Privacy and Monitoring

The Collaborative has software and systems in place to monitor and record all Internet usage. The Collaborative’s security systems are capable of recording each Web site, email, and instant message into and out of its internal networks. The Collaborative reserves the right to do so at any time. No student should have any expectation of privacy as to his or her Internet usage. The Collaborative’s technicians will periodically review Internet activity and contact staff of improper use to ensure that the Collaborative Internet resources are devoted to maintaining the highest levels of access and integrity. The Collaborative reserve the right to inspect any and all files stored in private areas of its network in order to assure compliance with this policy.

Accidental/Unintended Violations

The Collaborative does utilize software designed to identify inappropriate or sexually explicit Internet sites. The Collaborative blocks access from within its networks to all such sites. If a student accidentally connects to a site that contains sexually explicit or offensive material, they must disconnect from that site immediately, regardless of whether that site had been previously deemed acceptable by any screening or rating program. A user who accidentally accesses a prohibited site is encouraged to report the incident to staff without the threat of consequences.

Consequences

Students who are not responsible and who do not follow the Collaborative's policies on the use of the Internet and email may face one or all of the following penalties. Remember, the use of the Internet and various technologies offered by the Collaborative is a privilege, not a right.

Students grades K-5

- Parent Notification
- District Notification
- Possible Parent Conference or Team Meeting
- Loss of Internet access

Students grades 6-12+

- Parent Notification
- District Notification
- Possible Parent Conference or Team Meeting
- Loss of Internet access
- Possible Suspension from school
- Civil and Criminal Penalties when appropriate

POLICIES RELATIVE TO CONDUCT OF TEACHERS OR STUDENTS

The superintendent of every school district shall publish the district's policies pertaining to the conduct of teachers and students. Said policies shall prohibit the use of any tobacco products within the school buildings, the school facilities or on the school grounds or on school buses by any individual, including school personnel. Said policies shall further restrict operators of school buses and personal motor vehicles, including students, faculty, staff and visitors, from idling such vehicles on school grounds, consistent with section 16B of chapter 90 and regulations adopted pursuant thereto and by the department. Copies of these policies shall be provided to any person upon request and without cost by the principal of every school within the district.

Each school district's policies pertaining to the conduct of students shall include the following: disciplinary proceedings, including procedures assuring due process; standards and procedures for suspension and expulsion of students; procedures pertaining to discipline of students with special needs; standards and procedures to assure school building security and safety of students and school personnel; and the disciplinary measures to be taken in cases involving the possession or use of illegal substances or weapons, the use of force, vandalism, or violation of a student's civil rights. Codes of discipline, as well as procedures used to develop such codes shall be filed with the Department of Elementary and Secondary Education for informational purposes only.

In each school building containing the grades nine (9) to twelve (12), inclusive, the principal, in consultation with the school council, shall prepare and distribute to each student a copy of this Handbook setting forth the rules pertaining to

the conduct of students. The Board of Directors shall review this Handbook each year to consider changes in disciplinary policy to take effect in September of the following school year, but may consider policy changes at any time. The annual review shall cover all areas of student conduct, including but not limited to those outlined in this section.

Notwithstanding any general or special law to the contrary, all student handbooks shall contain the following provisions:

- a.) Any student who is found on school premises or at school-sponsored or school-related events, including athletic games, in possession of a dangerous weapon, including, but not limited to, a gun or a knife; or a controlled substance as defined in M.G.L. c. 94C, including, but not limited to, marijuana, cocaine, and heroin, may be subject to expulsion from the school or school district by the principal.
- b.) Any student who assaults a principal, assistant principal, teacher, teacher's aide or other educational staff on school premises or at school-sponsored or school-related events, including athletic games, may be subject to expulsion from the school or school district by the principal.
- c.) Any student who is charged with a violation of either paragraph (a) or (b) shall be notified in writing of an opportunity for a hearing; provided, however, that the student may have representation at private expense, along with the opportunity to present evidence and witnesses at said hearing before the principal.
- d.) After said hearing, a principal may, in his/her discretion, decide to suspend rather than expel a student who has been determined by the principal to have violated either paragraph (a) or (b).
- e.) Any student who has been expelled from a school district pursuant to these provisions shall have the right to appeal to the Executive Director. The expelled student shall have ten days from the date of the expulsion in which to notify the Executive Director of his appeal. The student has the right to counsel at a hearing before the Executive Director. The subject matter of the appeal shall not be limited solely to a factual determination of whether the student has violated any provisions of this section.
- f.) When a student is expelled under the provisions of this section, no school or school district within the commonwealth shall be required to admit such student or to provide educational services to said student. If said student does apply for admission to another school or school district, the Executive Director of the school district to which the application is made may request and shall receive from the Executive Director of the school expelling said student a written statement of the reasons for said expulsion.

PARTICIPATION IN VOLUNTARY ATHLETIC, EXTRA CURRICULAR, OR CO-CURRICULAR ACTIVITIES

The Students participating in voluntary co-curricular activities, including but not limited to intra-mural or interscholastic athletics, are required to return a signed release of liability to the director of the event/activity prior to engaging in the activity, event, or the commencement of the athletic season. As these activities are voluntary, the student's participation in an event, activity, or athletic season is conditioned upon receipt of the signed and returned release of liability form. Massachusetts law permits use of such releases for school-related voluntary co-curricular activities, including but not limited to athletics. Release forms will be distributed by the Program Principal and/or by the administrator overseeing activities.

The student's participation in any co-curricular activity, including but not limited to intra-mural or interscholastic athletics of any nature, is conditioned on compliance with all applicable laws, district policies (including but not limited to policies relative to student conduct and discipline, bullying, hazing, harassment, and discrimination), all MIAA policies, and district values and behavioral expectations. In the interest of student safety and compliance with these laws,

policies, values, and expectations, coaches and/or other school staff will routinely monitor locker room activities. Such monitoring may include physical presence by coaches or other staff in locker rooms. While monitoring students in locker rooms, all coaches and staff will give appropriate consideration to student privacy. Students seeking increased privacy when changing clothes/uniforms may utilize individual stalls and/or privacy curtains or screens where available, and are encouraged to address any privacy related concerns with the coach or building principal.

STAFF POLICIES

STAFF ORIENTATION; ANNUAL TRAINING; AND PROFESSIONAL DEVELOPMENT

Orientation

Staff orientation is the responsibility of Collaborative principals. Staff orientation is mandatory for all full and part-time staff, for interns and for volunteers.

Annual Training

All staff, including new employees, interns and volunteers, must participate in annual in-service training on average at least two hours per month. The following topics are required in-service training topics and must be provided annually to all staff:

- Reporting abuse and neglect of students to the Department of Children and Families and/or the Disabled Persons Protection Commission;
- Disciplinary and behavior support Procedures used by the program, such as positive reinforcement, point/level systems, token economies, time-out procedures and suspensions and terminations; as well as Restraint Procedures including de-escalation methods used by the program;
- Runaway policy;
- Emergency procedures including Evacuation Drills and Emergency Drills; and
- Civil rights responsibilities (discrimination and harassment).

The following additional topics are required in-service training topics and must be provided annually to all teaching staff:

- How the learning standards of the Massachusetts Curriculum Frameworks are incorporated into the program's instruction;
- Procedures for inclusion of all students in MCAS testing and/or alternate assessments; and
- Student record policies and confidentiality issues.

The following additional topics are required in-service training topics and must be provided annually to appropriate staff based on their job responsibilities:

- CPR training and certification;
- Medication administration (including, but not limited to, administration of antipsychotic medications and discussions of medications students are currently taking and their possible side effects);
- Transportation safety (for staff with transportation-related job responsibilities); and Student record

policies and confidentiality issues (for staff who oversee, maintain or access student records).

Professional Development

The Collaborative considers the needs of all staff in developing training opportunities for professional and paraprofessional staff and provides a variety of offerings. To this end, the Collaborative ensures that all staff, including both special education and general education staff, are trained on state and federal special education requirements and related local special education policies and procedures.

The Collaborative provides in-service training for all locally hired and contracted transportation providers, before they begin transporting any special education student receiving special transportation, on his or her needs and appropriate methods of meeting those needs; for any such student it also provides written information on the nature of any needs or problems that may cause difficulties, along with information on appropriate emergency measures. Transportation providers include drivers of general and special education vehicles and any attendants or aides identified by a Team for either type of vehicle.

STAFF CODE OF CONDUCT

The Collaborative considers professionalism to be of utmost importance. We expect our staff's conduct to be professional and ethical at all times. The following behaviors are expected of all staff.

- Behave in a professional manner at all times while on school premises or at a function at which the staff is a representative of the Collaborative.
- Follow all policies and procedures, manuals, and handbooks as outlined.
- Conduct day-to-day activities in a safe, responsible manner, and avoid situations that may endanger the safety of others.
- Maintain the security of confidential information. Unauthorized disclosure of confidential information is forbidden.
- No vaping, smoking or other use of tobacco products and no illegal or unauthorized drugs or alcohol at any Collaborative program, field trip or function.
- Provide accurate and non-judgmental information on all school records and reports.
- Regularly report to work on time, and give notification of any absences in a prompt and responsible manner in accordance with Collaborative policies and procedures.
- Complete assignments accurately and in a timely manner.
- Utilize only Collaborative-sanctioned modes of communication with students and follow all applicable laws, regulations, and Collaborative policies. This includes complying with the social media policy in the Employee Handbook.

[End of Handbook]

Appendix A**Valley Collaborative
Observation Request Form**

With this form you should have received a copy of the Collaborative's "School Visitor Procedures" and "Observation Policy". Please review those documents carefully before completing this form and again before arriving for your pre-arranged visit. Please thoroughly and carefully complete this form in order to help the Collaborative best arrange for a visit that will meet your needs as well as cause minimum disruption to the students and staff. This form must be completed and returned to the main office of the building you wish to visit at least five (5) days prior to the date of any requested visit.

Name of student or program to be observed: _____

Please briefly describe the purpose of your observation: _____

Please identify which setting(s) you would like to observe:

____ Integrated Classes (please specify if you wish to see a specific class or subject area):

____ Therapy Sessions (please specify if you wish to see a specific type of therapy):

____ Special Education Classes (please specify if you wish to see a specific class or subject area):

As stated in the Collaborative's "Observation Policy," due to the distraction inherent in the presence of any outside observer, observations may be limited to two (2) consecutive classes/periods/therapy sessions or for a maximum of two (2) hours, at the discretion of the principal of his/her designee depending on the nature of the individual program being visited. Given that limitation, please rank, in order of importance, the components of the program you wish to observe:

Observation Request Form Continued

If you have particular questions about the program or there is general information that you would find helpful, please describe such information below so that we can have it prepared for you in advance of your visit. For example, you might be seeking information such as student/teacher ratios, a student's schedule, class size, text used, etc.

Please list, in order of preference, several available dates on which you would like to observe. If your availability is limited to certain hours on any of these days, please note that as well:

If you are an individual authorized by the parent or legal guardian (i.e., an evaluator), please attach written documentation signed by the Parent/Guardian showing your status as an evaluator.

After this form has been submitted to the main office of the building in which the observation is sought, a designee of the principal will call you to schedule the visit and will send you written confirmation.

Thank you in advance for your cooperation with the attached policies and procedures.

Name of observer: _____

Organization or affiliation: _____

Signature: _____

Date: _____

Approved:

Disapproved:

Signature: _____

Signature: _____

Appendix B

Bullying Report Form

A. Reporter info:

1. Name of Reporter/Person making complaint: _____

2. Reporter info:☐ Target of behavior ☐ Staff Member ☐ Parent ☐ Other(specify): _____**B. Information about incident:**

1. Name of the Target: _____

2. Name of the Aggressor: _____

3. Date of the incident: _____

4. Witnesses:

1) _____ Student ☐ Staff ☐ Other ☐ _____2) _____ Student ☐ Staff ☐ Other ☐ _____

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

Type of incident: _____

Racial or Ethnic Harassment: comments, jokes, name calling of this nature**Sexual Harassment:** A school employee conditioning an educational benefit or service upon a person's participation in unwelcome sexual conduct (often called "quid pro quo" harassment); Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the school's education program or activity; or Sexual assault, dating violence, domestic violence, or stalking (as those offenses are defined in the Clery Act, 20 U.S.C. § 1092(f), and the Violence Against Women Act, 34 U.S.C. § 12291(a)).**Verbal/Written Aggression:** name calling, teasing, threats, note writing, written threats, etc.**Physical Aggression:** hitting, tripping, kicking, pulling a chair out from someone, purposely destroying someone's property, taking someone else's belongings**Social Aggression:** spreading rumors, excluding from the group, embarrassing someone on purpose, ganging up on someone**Cyber Bullying:** includes bullying through the use of technology, all social networking sites, any electronic communication, images, data, the creation of a web page or blog knowingly impersonating an individual**Intimidation:** threatening or intimidating someone into a particular action, gesture directed toward an individual, actions that create a hostile environment for the victim

Appendix B

Bullying Report Form Continued

Description of incident:

For Administrative Use Only

A. Investigation:

Interviewed:

Aggressor Name: _____ Date: _____

Target Name: _____ Date: _____

Witness Name: _____ Date: _____

Witness Name: _____ Date: _____

Witness Name: _____ Date: _____

Any prior documented incidents by the aggressor
yes, have incidents involved same target

Yes/No If
Yes/No

Summary of Investigation:

B. Conclusions from Investigation

1. Finding of bullying or retaliation: Yes
N
o

2. Does the conduct constitute discrimination or harassment in violation of other applicable
state and/or federal laws? (Is the target a member of a protected class?)
Yes No

3. Contacts:

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

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

Other agencies notified (specify):

_____ Date: _____

_____ Date: _____

_____ Date: _____

4. Disciplinary Action taken

5. Further Action Required

Appendix C

Authorization for Student Participation in the Experiential Physical Education Program

I understand that, in connection with my/my child's participation in the Valley Collaborative (the "Collaborative") Experiential Physical Education Program (the "EPE Program") during the school year, I/my child will engage in physical activities at school and on field trips locally, out-of-town, and out-of- state. I understand that such activities include, but are not limited to, archery, canoeing, cross-country skiing, downhill skiing, snowboarding, snowshoeing, fishing, geocaching, hiking, physical fitness training, rappelling, rock climbing, ropes courses, whitewater rafting, and other similar activities. I understand that my/my child's participation in the EPE Program also will include travel and transportation in connection with such activities and field trips. I authorize myself/my child to voluntarily participate in the EPE Program and in consideration for being permitted to do so agree as set forth herein.

I understand that my/m y child's voluntary participation in the EPE Program includes the risk of injury that may range in severity from minor to disabling to even death. I assume full responsibility for any risk of personal injuries or death to myself/my child or others or property damages arising from my/m y child's participation in the EPE Program. I agree to forever RELEASE, HOLD HARMLESS, AND INDEMNIFY the Collaborative, its member school districts, and its current and former directors, members, employees, volunteers, and agents (the "Releasees") from all claims, liabilities, losses, damages, causes of action, and/or expenses, including attorney's fees that have arisen or may arise in the future in connection with my/m y child's participation in the EPE Program, including for personal injuries or death to myself/my child, personal injuries or death to others, and property damage arising from my/m y child's participation in the EPE Program. I further understand that my/my child's participation in the EPE Program will involve activities off of Collaborative property, and agree that the Releasees shall not have any responsibility for the condition and use of non-Collaborative property.

I/my child agree(s) to abide by Collaborative Student and Family Handbook and Policies & Procedures Manual, codes of conduct, and disciplinary procedures, and to abide by all instructions and decisions made by teachers, staff, and those in authority while participating in the EPE Program. I agree that my/my child's participation in the EPE Program may at any time be terminated for failure to follow these rules.

If the student is 18 years of age or older and is his/her own legal guardian, the following statement must be read and signed by the student:

I certify that I am at least 18 years of age, that I have read and that I understand the above Agreement, and that I accept and will be bound by its terms and conditions This remains in effect unless Valley Collaborative receives written notice that I revoke agreement to participate in the EPE program

Student Signature

Date

If the student is less than 18 years of age, or otherwise is not his/her own legal guardian, the following statement must be read and signed by the student's parent(s) or legal guardian(s).

I certify that I am the parent and/or legal guardian of the student, that I have read and that I understand the above Agreement, and that I accept and will be bound by its terms and conditions on my own behalf and on behalf of the student. This remains in effect unless Valley Collaborative receives written notice that I revoke consent for the student to participate in the EPE program for the duration of his/her enrollment at Valley Collaborative.

Parent(s)/Legal Guardian(s) Signature

Date

Appendix D

PARTICIPATION IN VOLUNTARY ATHLETIC, EXTRA CURRICULAR, OR CO-CURRICULAR ACTIVITIES

PARENTAL CONSENT, RELEASE FROM LIABILITY AND INDEMNITY AGREEMENT

We, the undersigned parent/guardian of _____[student's name] ("Student") and Student, do hereby consent to Student's participation in voluntary athletic, extra-curricular, or co-curricular programs of the Valley Collaborative and do forever RELEASE, acquit, discharge, and covenant to hold harmless the Valley Collaborative, a public school entity in the State of Massachusetts, and its successors, departments, officers, employees, servants, agents, and volunteers ("Releasees"), of and from any and all actions, causes of action, claims, demands, damages, costs, loss of services, expenses and compensation, inclusive of attorney fees, on account of, or in any way growing out of, directly or indirectly, Student's participation in the voluntary athletic, extra-curricular, or co-curricular programs, including but not limited to all known and unknown personal injuries or property damage which we/I may now or hereafter have as the parent(s) or guardian(s) of said Student, and also all claims or right of action for damages which said Student has or hereafter may acquire, either before or after Student has reached majority, resulting or to result from Student's participation in the Valley Collaborative athletic, extra-curricular, or co-curricular programs.

This release includes, but is not limited to, any claim based on allegations of negligence or negligent supervision, or any related claims arising out of the action or non-action of the District's agents, employees, servants, volunteers, or representatives regarding monitoring or supervising the activity of other students, or transfer of them to, on, or in any District facility including, but not limited to, play or practice fields and facilities, locker rooms, and vehicles used to transport participants. This release expressly excludes claims based on gross negligence or intentional acts, as defined by M.G.L. c. 258.

Furthermore, we hereby agree to protect the Releasees against any claim for damages, compensation or otherwise on the part of Student growing out of or resulting from injury to said Student in connection with Student's voluntary participation in the Valley Collaborative's athletic, extra-curricular, or co-curricular programs, and to INDEMNIFY, reimburse or make good to the Releasees any loss or damage or costs, including attorney's fees, the Releasees or their representatives may have to pay if any litigation arises from Student's intentional, grossly negligent or reckless acts or omissions while participating in said athletic, extra-curricular, or co-curricular programs.

Appendix D

PARTICIPATION IN VOLUNTARY ATHLETIC, EXTRA CURRICULAR, OR CO-CURRICULAR ACTIVITIES
(cont.)

By signing below, I further certify that Student has had a physical examination and that Student is physically able to participate in said athletic, extra-curricular, or co-curricular programs.

School: _____

Sport/ Activity and Season: _____

Parent/Guardian Name (Print)	Relationship

Signature of Parent/Guardian, On behalf of myself and, if Student is a minor/under my guardianship, on behalf of Student	Date

Signature of Student	Date

Audiotape, Photograph, Videotape & Website Agreement Form**Appendix E**

Student Name: _____ Date: _____

We have found it to be very beneficial to use photos, audiotape, and videotape in order to:

- Help student express themselves
- Improve communication by using pictures to describe situations and sequence events
- Facilitate understanding of routines, schedules, and roles
- Improve communication with parents by allowing them to view their child's performance at school
- Enhance student's self-image and self esteem
- Heighten student understanding of group processes, sequencing of events, visual processing, and memory
- Appear in a printed publication such as a class picture, newspaper, magazine, or yearbook
- Submitted as sample to programs (examples: sports programs or play programs) or as contest entries to sponsors
- Utilized as a demonstration or sample in educational workshops, classrooms, and/or conferences
- Appear on video/electronic image made during a student presentation of a project, or in broadcasts or video/electronic image, which may or may not be used by a local television station or school/county project
- Facilitate other educational activities as Valley Collaborative deems necessary

Permission to Publish Photos on Valley Collaborative website

Photos of classroom activities, field trips, and school events enrich the school's website (www.valleycollaborative.org). Parent/Guardian consent is required to allow the faculty to publish photos containing students on the school website. To protect students' identities, last names or other personal information of students will not be published on the website. Only faculty will be allowed to add photographs to the school website. For further information please refer to the Children's Online Privacy Protection Act of 1998 (www.ftc.gov/ogc/coppal.htm).

Parent/Guardian Consent

Your permission grants Valley Collaborative approval to publicize without prior notification and remains in effect until Valley Collaborative receives written notice that you would like this revoked. I am the parent or legal guardian of the above-named student and give consent as indicated below for the duration of my student's enrollment at Valley Collaborative:

Permission for Audiotape, Photographs, Videotape	Yes	No
Permission to publish photos on the Valley Collaborative website	Yes	No

Parent/Guardian/Representative Signature

Date

Student Signature

Date

Appendix F

Valley Collaborative Student Internet Use Agreement Permission Form for the Duration of Enrollment

As a user of the Internet and other technologies offered by Valley Collaborative, I have read, fully understand, and will comply with the Collaborative's Acceptable Internet Use Policy.

Student Signature: _____

Date: _____

As the parent or legal guardian of the above student, I give permission for him or her to use the Internet and other network technologies offered by the Collaborative for the duration of his/ her enrollment at Valley Collaborative. This permission remains in effect until Valley Collaborative receives written notification that you would like it revoked. I understand the rules of the Acceptable Use Policy and also understand the consequences if said rules are not followed. I hereby release the Collaborative and its employees from any and all liability arising from my child's use, or inability to use, the Collaborative's Internet and/or other networking systems for the duration of his/her enrollment at Valley Collaborative.

Parent/Guardian Signature: _____ Date: _____

Name of Student: _____ Date: _____

Appendix G

VALLEY COLLABORATIVE

Parent/Guardian/Student Acknowledgement of Receipt of Student and Family Handbook & Policies and Procedures Manual

Student's Name: _____	Age: _____
Parent/Guardian Name(s): _____	
Parent/Guardian Email(s): _____	
School/Program: _____	Grade: _____

By signing below, the parent and student acknowledge and agree as follows:

- 1) We have received a copy of the Valley Collaborative Student and Family Handbook & Policies and Procedures Manual (the "Handbook").
- 2) We understand that the Handbook contains important information about the home-school partnership and rules and policies of the Collaborative with respect to the student's education and participation in Collaborative programs.
- 3) We have read and discussed the contents of the Handbook, and agree that the student's participation in Collaborative programs is subject to the rules and policies contained in the Handbook.
- 4) We agree that we will work together with each other and with Collaborative staff to make sure that the student follows the rules and policies contained in the Handbook.

Parent/Guardian Signature(s): _____ Date: _____

_____ Date: _____

Student Signature: _____ Date: _____

Appendix H

VALLEY COLLABORATIVE

Parent/Guardian Acknowledgment of Restraint Prevention and
Behavior Support Policy and Procedures

Student's Name: _____ Age: _____

Parent/Guardian Name(s): _____

Parent/Guardian Email(s): _____

School/Program: _____ Grade: _____

- 1) We/I have received a copy of Valley Collaborative's Restraint Prevention and Behavior Support Policy and Procedures (the Restraint Policy).
- 2) We/I understand that the Restraint Policy has been developed and implemented as required by 603 CMR 46.00, the Massachusetts regulation that regulates the use of physical restraint on students in Massachusetts public school districts, charter schools, virtual schools and collaborative education programs.
- 3) We/I understand that the Restraint Policy contains important information about the Collaborative's policies and practices with respect to physical restraints.
- 4) We/I have read and understand that contents of the Restraint Policy and acknowledge that all student restraints are subject to the policy for the duration of his/her enrollment at Valley Collaborative.

Parent/Guardian Signature(s): _____

Date: _____

Appendix I

Valley Collaborative
REPORTING FORM FOR INCIDENTS OF
RESTRAINT *CONFIDENTIAL*

Student Restrained: _____

Restraint by: _____

Witnessed by: _____

Reported by: _____

Place of Restraint: _____

Date & Time Restraint Began: _____

Date & Time Restraint Ended: _____

Name of School Principal Who Received Report: _____

Date & Time of Report: _____

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

Description of the behavior that prompted the restraint

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

Justification for initiating the restraint

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

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

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

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

Nurse / Social Worker Assessment (if applicable)

Reporter's Signature: _____

TITLE: _____

Teacher's Signature: _____

Principal's Signature: _____

PARENT COMMENTS

Parent(s) Name(s):

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

Appendix J

Albanian

Informacioni i bashkëngjitur është i rëndësishëm. Lutemi kërkojini ndonjë anëtar të familjes, miku ose komshiu që t'jua përkthejë. Nëse nuk njihni asnjë njeri që t'jua përkthejë, lutemi plotësoni informacionin e mëposhtëm dhe kthejeni tek drejtoresha e shkollës së fëmijës suaj, së bashku me njoftimin e bashkëngjitur. Dikush që flet gjuhën tuaj do t'ju telefonojë për ta diskutuar informacionin me ju në telefon.

Ju lutem më telefononi rreth këtij njoftimi. Unë flas _____, Numri i telefonit tim gjatë ditës është _____, Emri im është _____.

Arabic

Διότι Διγρήνη ςΑήη F. q qđ EYO 60 ΔQJAAAAAAAAA, ΓΤΑΑΑΠΘ ΓήμαγΠ Z'AAAY YAAOéZHO F TAAAY WJOHAAH. Tr Z4OqH tθ+θđj Qđ: KΨη Q Θήó M Zđ Q; zY AAđ Π ΔAAWθóqđ 4AAΠ Π EpWY YAOé E'OIAAI' CAtm F W W ΔAAAYēWY CAAAθ)Y C hAAAY Δ+OAAAAOq+ ZAAAY TAAAY ZAAAOOéG. WY 640 xñ Zđ WY ΔWθóqđ Wñj qđ Zđ Cθé W Wθj Qđ: YW TΣ tñlθy. E'OIAT' CAAAY TAAAY C ZHYAAUΩ YAOé. W W F H Yđ _____, YHYAAAY EYAOθ q CQAAAY. WAAAYé.

French

L'information jointe est importante. Veuillez demander à un membre, à un ami, ou à un voisin de famille de le traduire pour toi. Si vous ne savez pas n'importe qui qui peut le traduire, pour compléter svp l'information ci-dessous et pour la renvoyer au principal de l'école de votre enfant avec la notification jointe. Quelqu'un qui parle votre langue vous appellera pour passer en revue l'information avec toi au-dessus du téléphone. Veuillez m'appeler au sujet de cette notification. Je parle le _____. Mon téléphone de journée le nombre est _____. Mon nom est _____.

Armenian

ÍóíáÖ »Ö»ÍáöÄÜáöÝÁ İ³ñ»öáñ ¿£ ÊÝ'ñ»ù ÜÇ Ñ³ñ³½³İÇÓ, ÁÝİ»ñÇó İ³Ü Ñ³ñ»ö³ÝÇó áñ Á³ñ-Ü³ÝÇ Ó½ Ñ³Ü³ñ£ °Á» ä»ù x³Ý³ääöÜ áñ»ö¿ Ü»İÇY áñ İ³ñáÖ ¿ Á³ñ-Ü³Ý»£, ÊÝ'ñáöÜ »Ýù Êñ³óÝ»£ Ý»ñù»öÇ İ»Ö»İ³ÝÜÁ »ö Ö»ñ »ñ»£³ÜÇ 'añáöÇ İÝùñ»ÝÇÝ İ»ñ³İñ³ÖÝ»£ Íóíá¿ ³½¹ÇÝ Ñ³İ£ Ö»ñ Ê»½áöÝ ÊääáÖ Ü»İÁ İ½³Ý.³Ñ³ñÇ Ó½¹ Ñ³é³Êääá¿ üÝÝ³ñİ»£áö İ»Ö»ÍáöÄÜáöÝÁ£

ÊÝ'ñáöÜ »Ü ÇÝÓ ½³Ý»ù ³Üé İ»Ö»ÍáöÄÜ³Ý Ü³eÇÝ£ ÊääáöÜ »Ü - - - - -£
ÆÜ Üñİ³ Ñ³é³Êää³Ñ³Ü³ñÝ ¿ - - - - -£ ÆÜ ³ÝáöÝÝ ¿
- - - - -£

Chinese

以下的消息是非常重要的。请你让家人，朋友，或邻居帮你翻译。如果你找不到帮你翻译的人，请填写好下面的表格。然后交给孩子学校的校长。翻译人员会打电话给你，通过电话为你解释消息。

请打电话给我。我的语言是_____。 我的名字是_____。

Dutch

De informatie in bijlage is belangrijk. Gelieve te vragen een een een familielid, vriend, of buur om het voor u te vertalen. Als u iedereen niet kent wie het kan vertalen, alstublieft de informatie hieronder invullen en het teruggeven aan het hoofd van de school van uw kind samen met het bericht in bijlage. Iemand wie uw taal spreekt zal u roepen om de informatie te herzien met u over de telefoon. Gelieve te roepen me over dit bericht. Ik spreek _____. Mijn dagtelefoon het aantal is _____. Mijn naam is _____.

Farsi

اطلاعات ضمیمه شده بسیار مهم هستند. لطفاً از وابستگان، افراد فامیل، دوستان و یا همسایگان خود تقاضا کنید که این متن را برای شما ترجمه کنند. اگر کسی را نمی‌شناسید که بتواند این ترجمه را برایتان انجام دهد خواهشمندیم فرم زیر را پر کرده و به‌مراه مدرک اصلی (اطلاعیه یا اعلامیه) برای مدیر مدرسه فرزندتان ارسال فرمایید. شخصی که بزبان شما آشنایی کامل دارد برای توضیح و مرور اطلاعات مربوطه، از طریق تلفن با شما تماس خواهد گرفت.

لطفاً در مورد این مدرک (اطلاعیه یا اعلامیه) با من تماس بگیرید. من بزبان صحبت میکنم.
شماره تلفن من در طی روز
نام و نام فامیل من

Finnish-Suomi

Oheiset tiedot ovat tärkeitä. Pyydä perheenjäsentä, ystävää tai naapurua kääntämään ne sinulle. Jos et tunne ketään, kuka voisi kääntää ne, täytä alla olevat tiedot ja palauta ne lapsesi koulun rehtorille oheisen ilmoituksen kanssa. Kieltäsi puhuva henkilö soittaa sinulle ja käy läpi tiedot puhelimessa kanssasi.

Soita minulle tästä ilmoituksesta. Puhun _____.
Puhelinnumeroni on päivällä _____. Nimeni on _____.

VALLEY COLLABORATIVE Sexual discrimination/Harassment Reporting Form

Sexual harassment, including sexual violence, is unlawful sex discrimination. Any person may report sex discrimination, including sexual harassment in person, by mail, by telephone, or by electronic mail, to: Kari Morrin, Director of Human Resources and Title IX Coordinator, 11 Executive Park Drive, N. Billerica, MA 01862, 978-528-7863, kmorrin@valleycollaborative.org Use this form to report sex discrimination or sexual harassment. Assistance is available from the Title IX Coordinator if you need help completing this form.

Name of Reporter/Person Filing the report:

Circle whether you are a: **Student** **Staff Member** **Parent** **Administrator** **Other**

If you are a student, your school name:

Your grade:

If you are a staff member, your school name or work site:

Your role:

Your address and telephone number if not a student or employee:

Name of Person you alleged discriminated/ harassed you:

Circle whether that person is a: **Student** **Staff Member** **Parent** **Administrator** **Other**

Date(s) and time(s) of alleged discrimination or harassment:

Location of alleged discrimination or harassment:

Witnesses (people who saw the incident or have information about it)

Name:

Name:

Name:

Please provide a detailed description of the conduct you allege to be discrimination or harassment:

Describe include the details of the incident (including names of people involved, what occurred, and what each person did and said, including specific words used).

Signature of Person Filling out Report:

Date:

FOR ADMINISTRATIVE USE ONLY

Form Given to/Received by:

Position:

Circle how was report received: in person, by mail, by telephone, or by electronic mail

Signature: _____

Date Received:

Appendix L



2024 - 2025 Academic Calendar

Valley Elementary School,
Valley Middle School, and
Valley Transitional High School

July 2024						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August 2024						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September 2024						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October 2024						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November 2024						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December 2024						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

January 2025						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February 2025						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

March 2025						
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

April 2025						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

May 2025						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

June 2025						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

	First/Last Day of Summer Program
	*Professional Development Day All Staff - No School for Students
	No School/Holiday/School Vacation
	Professional Development Day for Professional Staff - No School for Students
	Last Day of School Year (0 snow days used)

	First/Last Day of School Year (5 snow days used)
	Early Release - Professional Development for staff (specific number of PD days will vary by position)
	Board of Directors Meeting (Regular School Day for Staff and Students)
	Early Release
	Early Release - High School Graduation Day

Appendix M



Central Administration

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

Hiring and Employment Practices

Name of Employer: _____

Date: _____

As a hiring manager/supervisor at the above named organization, I affirm the following:

The above named employer and all hiring managers/supervisors comply with applicable federal and state laws prohibiting discrimination in hiring or employment practices. This specifically includes the following protected categories: race, color, national origin, sex, gender identity, disability, religion, limited English speaking ability, sexual orientation, and homelessness.

This statement is true for hiring employees/students completing work-study programs, apprenticeship training programs, as well as those completing cooperative work experiences at Valley Collaborative.

Signature

Date

Printed Name

Title

Appendix N

Human Sexuality Education Notification

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

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

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

The lesson plans topics for this curriculum includes:

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

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

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

Parent/Guardian Signature

Student

Date



Central Administration

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

Medical/ Behavioral Emergency Response Plan

Valley Collaborative has developed this Medical Emergency Response Plan in consultations with the members of the school community including, principals, lead teachers, Lead Nurse, Facilities, school nurses, school physician, Billerica Police, Fire and Ambulance Service. The purpose of this plan is twofold:

1. To reduce the incidence of life threatening emergencies, and
2. To promote efficient responses to such emergencies

The complete plan has been posted in the Principal's office, lead teachers office, main office and school nurses' office. The complete plan will be modified as needed and updated whenever there are physical changes to the school campus, including new construction. The plan will be submitted to the Department of Elementary and Secondary Education every three years.

Safety Assessment

To prevent injuries and accidents on school property, the school district follows Occupational Safety and Health Administration (OSHA) guidance. Prior to the opening of the school each year, key school administrators and the facility management director in cooperation with the Hopedale Fire Department conduct a safety assessment of all buildings using the National Institute for Occupational Safety and Health (NIOSH) Safety Program Checklist for Schools. Safety guidelines are posted in all classrooms. Science, engineering, physical education, and fine arts instructors as well as athletic coaches educate students on specific safety precautions and injury prevention measures relevant to their disciplines.

Community Emergency Responders

School leaders and administrators have ongoing relationships with fire and police chiefs as required under the Multi-hazard Evacuation Plan, developed under Section 363 of Chapter 159 of the Acts of 2000. Law enforcement and fire/safety personnel have connected the district administration building and the district schools with local emergency medical services (EMS) personnel. EMS has assisted in establishing a rapid communication system linking all parts of the school campus; determining response times to all parts of campus; and providing a methodology for directing EMS personnel to an ill or injured individual(s) and to available rescue equipment when they arrive in response to an emergency call for assistance. Our school

has established relationships with the Mobile Crisis Center and our local Community Based Health Center.

911 and Access

- The school has a dedicated landline that connects directly to 911 local mobile crisis.
- Key personnel, including those involved in after-school and extracurricular activities, have access to radios that can directly access 911.
- Medical and Behavioral Health Emergency Response protocols and 911 radios are in all vehicles owned and operated by the district.

Contact Information

All staff are required to carry a walkie-talkie on their person at all times while with the students. The school maintains an updated list of key faculty and staff, with phone numbers and a call tree that indicates when each individual is to be contacted during a medical or behavioral health emergency and their respective roles, such as directing EMS, providing first aid, supporting students, and providing class coverage. This resource information is available in the school's main office and in the school nurse's office.

The school maintains an updated list of community-based providers including our local Community Based Health Center that includes names and phone numbers of behavioral health professionals who can provide long- and short- term mental health services on campus following incidents and emergencies. This resource information is available in the school's main office along with information on the state's Behavioral Health Help Line.

The school's main office will contact parents/guardians of students and emergency contact persons for faculty and staff if the student, faculty, or staff person has a medical/behavioral health emergency. The school maintains a list of names and phone numbers of parents/guardians, updated at the beginning of each school year, who should be contacted in case of a medical/behavioral health emergency concerning a student. The school maintains a list of names and phone numbers of individuals who should be contacted in case of a medical/behavioral health emergency concerning faculty and staff. Faculty and staff are directed to provide updated contact information as needed to the main office.

Medical/Behavioral Health Emergency Response Protocols

The school's Medical/Behavioral Health Emergency Response Protocols are posted in the main office, the school nurse's office, classrooms, cafeteria, and public areas on campus with instructions on how to activate the local emergency medical services (EMS).

In case of a medical incident, school staff will immediately:

- Contact the school nurse and the main office; and

- Escort an injured person who is ambulatory to the school nurse's office or notify the school nurse if the person cannot be moved.

Main office personnel/ school nurses will ensure that designated individuals are directed to remain with the injured or ill person until medical assistance arrives.

Faculty and staff who are involved in school-related activities outside of regular school hours have been trained in the medical emergency response protocols and keep a copy of the protocols with them during all school-sponsored activities and events. The protocols identify who is to be contacted during activities outside of the regular school hours.

The school's medical response will proceed as follows:

- The nurse will assess the condition of the person(s) to determine the category of injury, illness, or condition:
 - i. *Life-threatening or potentially disabling*: Because these medical conditions can cause death or disability within minutes, they require immediate intervention, medical care, and, usually, hospitalization. Examples of this category include airway and breathing difficulties, cardiac arrest, chest pain, and/or cyanosis.
 - ii. *Serious or potentially life-threatening or potentially disabling*: Burns, major multiple fractures, and insect bites are examples of this category. These occurrences may result in a life-threatening situation or may produce permanent damage, so they must be treated as soon as possible.
 - iii. *Non-life-threatening*: These are defined as any injury or illness that may affect the general health of a person (e.g., mild or moderate fever, stomachache, headache, seizures, fractures, cuts). The school nurse will evaluate the incident and make decisions regarding further treatment. The school nurse may notify the parent/guardian and recommend follow-up medical evaluation or treatment.
- When an injury, illness, or condition is determined to be potentially life-threatening or disabling, the school nurse will inform main office personnel to:
 - call EMS (911) using the dedicated emergency phone line and provide the location of the injured or ill person and available rescue equipment.
 - activate the medical emergency contact list to use designated school staff in their respective roles.
 - direct designated school personnel to remain stationed at the specific location on campus where the medical incident occurred and greet emergency responders upon arrival, providing updates on the situation. EMS response time to the Valley Middle/ High School is estimated at 3-4 minutes, Valley Elementary is estimated 4-5 minutes.

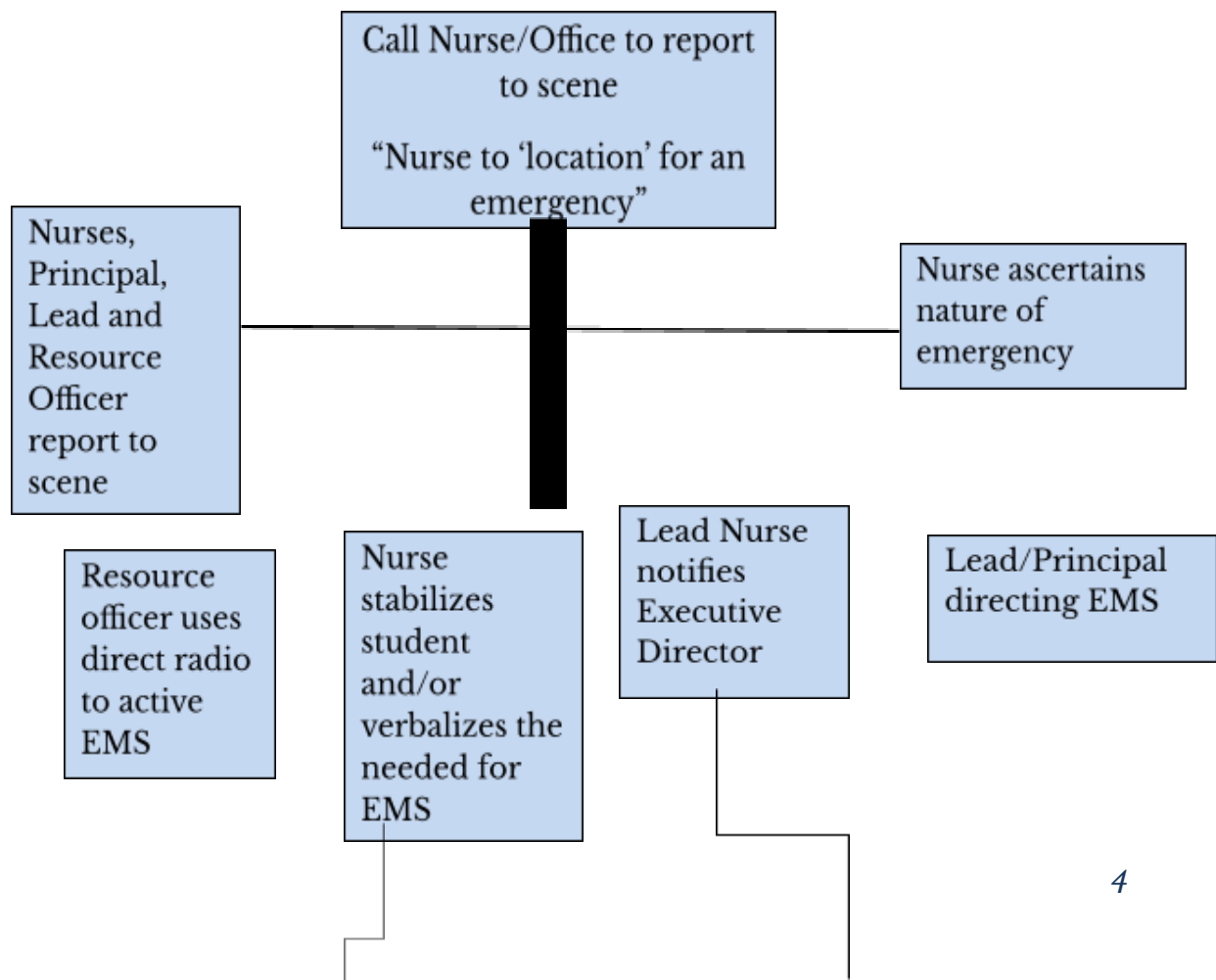
- Principal or Social Worker will notify the parent/ legal guardian of the student or the emergency contact for faculty/ staff and inform them that the person is ill or has been injured and is being transported to a medical facility if the information is known at the time of the call.

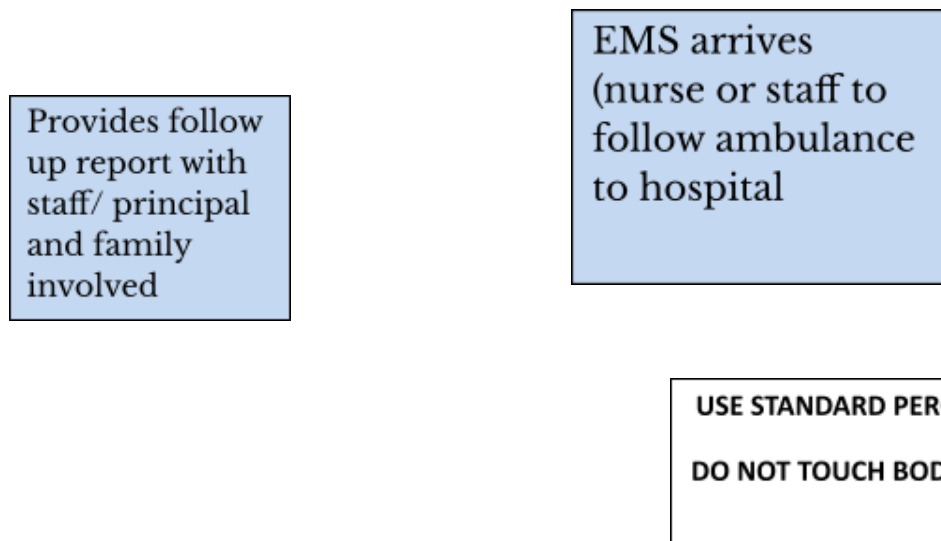
If the school nurse is not in the building at the time of the medical incident, main office personnel will notify the administrator and the lead nurse. They will assess the situation and direct main office personnel to place the 911 call in the event of a potentially life-threatening or potentially disabling injury, illness, or condition. Other steps will be taken as described above.

If the school nurse or other medically trained individual determines that the injury, illness, or condition is non-life-threatening, first aid and or medical services will be provided onsite, as appropriate. Main office personnel will notify the involved student's parent/guardian.

All faculty and staff must adhere to the following during all medical incidents:

- Standard Precautions must be followed at all times (see Definitions).
- Avoid moving the ill or injured person unless there is more danger if left there.
- Remain with the person until assistance arrives and remain calm.
- Direct other staff to manage bystanders.





In case of a behavioral incident, school staff will immediately:

- Refer to the student's individualized behavior plan
- Contact the school counselor/clinical staff, BCBA , school nurse, administrator if needed
- Encourage the person to the counselor's office or quiet space if indicated

The school's behavioral health response will proceed as follows:

- The teacher, school counselor, BCBA or clinical staff will assess the condition of the person(s) to determine the category of behavioral need:
 - i. *Life-threatening Situation (Emergent)*: A behavioral emergency is defined as a situation in which a person presents as being at imminent risk of behaving in a way that could result in serious harm or death to self or others. Examples of this category include signs of self-injury, suicidal or irrational thoughts, and increased agitation demonstrated as verbal or physical threats.
 - ii. *Serious or in need of immediate crisis intervention (Urgent)*: Signs might include inability to perform daily tasks, rapid changes in personality, mood, or behavior, signs of alcohol or substance use, history of suicide attempts or other self-harming behaviors, or significant withdrawal from friends, family members, or enjoyed activities.
 - iii. *Non-life-threatening behavioral health need (Routine)*: These are defined as any behavioral needs that may affect the general health of a person (e.g., mild or moderate feelings of anxiety, irritability, frustration, sadness, anger, etc.).

iv. The school counselor may consider calling the Behavioral Health Help Line (BHHL) 833-773-2445 for additional support coordinating services.

- The BHHL can support the school counselor or others with the assessment and response to behavioral incidents as follows:

Behavioral Incident	ROUTINE	URGENT	EMERGENT
Criteria	When the person manifests an adequate premorbid level of functioning with adequate social/family support and resources, and when the person demonstrates only mild impairment in judgment, functioning, and impulse control.	The person may be distressed, or multiple risk factors are present, but there is no current potential danger of harm to self or others. The person indicates a plan and ideation to harm self or others, but no apparent means or intent are present, and protective factors are sufficient to not warrant a higher risk rating. The person indicates intoxication or mild withdrawal symptoms.	Failure to obtain immediate care would place the person's life, another's life, or property in jeopardy, or cause serious impairment of bodily functions. If the person is determined to be at imminent risk, the school counselor will initiate the outreach to active rescue and request community dispatch and safety assessment.
Response	Refer to students individual behavior plan or coping strategies, offer quiet space or sensory room, encourage talking about concern with clinical staff	Refer to school wide crisis intervention plan, Refer to social worker, contact students family and offer connection to local Community Based Health Center or Behavioral Health Urgent Care	Mobile Crisis Intervention Section 12 Or 911

When in a life-threatening situation, the school counselor or clinical staff will inform main office personnel to:

- call EMS (911) and provide the location of the person.
- activate the medical and behavioral emergency contact list for designated school staff in their respective roles.
- direct designated school personnel to remain stationed at the specific location on campus where the behavioral incident occurred and greet emergency responders upon arrival, providing updates on the situation. EMS response time to the school is estimated at 4-5 minutes
- The administrator will decide if there should be a stay in place while emergency services are on the premises.
- notify the parent/guardian of the student or the emergency contact for faculty/ staff and inform them that the person is experiencing a behavioral health emergency and is being transported to a medical facility if the information is known at the time of the call.

When an individual is in need of immediate crisis intervention, the teacher, social worker or clinical staff will:

- contact the schools BCBA or clinical staff to assess the situation and refer to students individual behavior response plan
- call their local Community Behavioral Health Center (CBHC) or Mobile Crisis Provider using the dedicated phone line and provide the location of the person in need of immediate crisis support if necessary.
- activate the medical emergency contact list to use designated school staff in their respective roles.
- Direct designated school personnel to remain stationed with the person identified as needing crisis intervention and be prepared to greet crisis responders. If school personnel experience unforeseen delays and behavioral symptoms worse, they can then direct the main office personnel to place the call to 911.

If the school counselor or clinical staff are not in the building at the time of the behavioral emergency, main office personnel will notify the administrator in charge. The administrator will assess the situation and direct main office personnel to place the 911 call in the event of a potentially life-threatening situation. Other steps will be taken as described above.

If the behavioral condition is later determined by the school counselor or other trained personnel to be minor, the EMS call will be canceled, or EMS units will clear the scene.

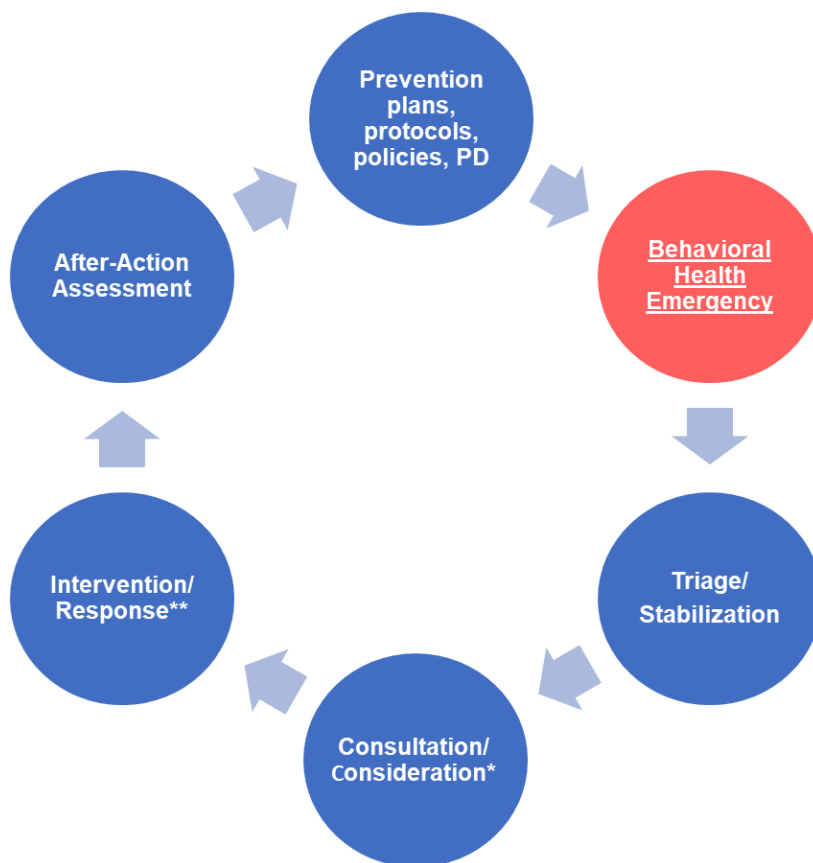
If the school counselor, clinical staff, school psychologist or other trained personnel determines that the behavioral condition is non-life-threatening, behavioral health services can be offered

onsite. Main office personnel will notify the involved student's parent/guardian or the emergency contact for faculty/staff.

All faculty and staff must adhere to the following during all behavioral incidents:

- Standard Precautions must be always followed (see Definitions).
- Avoid moving the person unless there is more danger if left there.
- Remain with the person until assistance arrives and remain calm.
- Direct other staff to manage bystanders.

Faculty and staff who are involved in school-related activities outside of regular school hours have been trained in the medical and behavioral emergency response protocols and keep a copy of the protocols with them during all school-sponsored activities and events. The protocols identify who is to be contacted during activities outside of the regular school hours.



Goals of Crisis Intervention:

- Stabilization/De-escalation
- Safety
- Reduce symptoms
- Return to adaptive functioning or facilitate access to continued care

*Consultation per protocols with Supervisor, Admin, SAC, Nurse, SRO, Parent, etc.

****Examples of Possible Interventions/Responses**

- Refer to Social Worker, LMHC, Nurse, BCBA
- Refer to students Individualized Behavior Plan or Safety Care
- SW/LMHC assessment for suicide, self-harm, violence, mental status
- Nurse to assessment for substance use or self injury
- Referral for community-based Emergency MH Risk Assessment
- Refer to Resource Officer if available
- Referral for new and/or coordination with existing community services (i.e. DCF, MH, Probation, dating/domestic violence, etc.)
- Refer for medical exam

Cardiopulmonary Resuscitation (CPR) and First Aid Training¹

Valley Collaborative Lead Nurse is a certified BLS instructors through the American Heart Association. They provide training to designated school staff in cardiopulmonary resuscitation (CPR), automated external defibrillators (AEDs), and first aid with the recommendations from DPH. All individuals who attend the nurses' class will be certified through the American Heart Association Heartsavers Program. The names of the individuals who successfully completed the training will be posted in the nurses' offices.

Medical/ Behavioral Response Drills

The Valley Collaborative Safety Committee will work together to schedule different drills and Professional Development situations where "medical and behavioral health emergency situations" are staged so as to monitor response times and procedures. Staff will run through different medical drills during First Aid and CPR training. Staff will run through different behavioral/de-escalation drills during Safety Care Training.

Automated External Defibrillators (AEDs) (All AEDs are portable)

AED's are located here at each location:

- Elementary School: Across the hall from main office/ next to the gym
- Middle/ High School: Across from main office

¹ DPH recommends that, as a minimum standard, at least five person trained in first aid/CPR be available in each school at all times, when students are on school grounds, including before and after school. The actual suggested ration is one trained staff member for every 50 students (1:50). In high-risk populations, it is recommended that there be one first aid trained person for all medically fragile person (1:1).

All AED's are housed in a wall mounted cabinet. All AED's are located in site that make them readily accessible for campus-wide access during school hours, after-school activities, and public events held at the school, and the number is sufficient for the size of the school. A list of school personnel who are trained in AED use, a map of the school's floor plan, and instructions on communicating in emergencies are in the same location and included in the Plan. Only persons trained and certified in the American Heart Association Heartsaver Program or another CPR course may have access to and use the AED during regular school hours. The school nurses are responsible for checking and documenting the status of the AEDs in accordance with the manufacturer's recommendations. The Lead Nurse ensures that the AED units are maintained according to the manufacturer's recommendations.

Contact Information

School District or Charter School: Valley Collaborative
 Superintendent or Charter School Leader: Dr. Chris Scott
 Email: cscott@valleycollaborative.org
 Phone: 978-528-7827

School: Elementary School
 School Address: 135 Coburn Rd Tyngsboro, MA 01879
 School Principal: Heather Mackay
 Email: hmackay@valleycollaborative.org
 Phone: 978-528-7817

School: Middle School, Transitional High School, Transitional Program
 School Address: 40 Linnell Circle Billerica, MA 01821
 School Principal: Nicole Noska
 Email: nnoska@valleycollaborative.org
 Phone: 978-528-7865

School: Transitional High School, Alternative Program
 School Address: 40 Linnell Circle Billerica, MA 01821
 School Principal: Nick LeClair
 Email: nleclair@valleycollaborative.org
 Phone: 978-528-7834

Contact Person for the School Plan: Jessica Scalzi RN, BSN

Email: jscalzi@valleycollaborative.org

Phone: 978-528-7896

Section 1: The Medical and Behavioral Health Emergency Response Plan

A. *Essential Plan Components*

At each school, procedures must be in place to manage injury or illness of faculty, staff, students, and visitors and to respond in a timely and efficient manner to medical and behavioral health emergencies. Under the Medical Emergency law, each school's Plan must include:

(1) **Requirement:** a method for establishing a rapid communication system linking all parts of the school campus, including outdoor facilities and practice fields, to the emergency medical services system and protocols to clarify when the emergency medical services system, youth mobile crisis intervention teams or other emergency contact people shall be called.

School's Response: *Describe the school's method for establishing a rapid communication system.*

Valley Collaborative has purchased two way radios to be used by administrators, faculty and staff and on the school playgrounds or gymnasiums. Cell phone numbers have been shared with essential personnel for those individuals who will be off of the school grounds for field trips. The cell phones will be the primary form of communication in emergency situations that may arise on field trips.

(2) **Requirement:** a determination of emergency medical service response time to any location on campus.

School's Response: *Describe the emergency medical service response times to locations on the school campus.*

Response time to any location at 40 Linnell Circle by EMS personnel is 3-4 minutes as confirmed by Billerica Fire Department. Response time to any location in the town of Tyngsboro by EMS personnel is within 6 minutes confirmed by Tyngsboro Fire Department.

(3) **Requirement:** a list of relevant contacts and telephone numbers including behavioral health providers with a protocol indicating when each person shall be called, including names of professionals to help with post-emergency support. The plan should also include clear guidelines for the roles and responsibilities of behavioral and other health professionals, including, but not limited to, school counselors and community intervention professionals and, where applicable, school resource officers or police officers on school campuses; provided, however that such model plan shall be designed to limit referrals to law enforcement or arrests on school property to cases in which an imminent risk to the health and safety of individuals on school property necessitates such referral or arrest.

School's Response: *Provide a list of relevant contacts and telephone numbers with information indicating when each person should be called. Include names of professionals to help with post-emergency support.*

40 Linnell Circle (High School/ Middle School)

Dr. Chris Scott (Executive Director): 978-528-7827

To be contact in the event of all emergency situations

Renato Silva (Facilities Manager): 978-528-7831

To be contact if there is an emergency in relation to the buildings and facilities at any of the schools

Jessica Scalzi (Lead Nurse): 978-528-7896

To be contact in the event of all emergency situations

Nick LeClair (Transitional High School. Alternative Program Principal): 978-528-7834

To be contact in the event of an emergency at the High School, Site 2

Nicole Noska (Middle School, Transitional High School, Transitional Program): 978-528-7865

To be contacted in the event of an emergency at the Transitional High School or Middle School.

Ashley McNamara (Social Worker) ext 823

Brittany Maiuri (Social Worker) ext 842

Dana Williams (LMHC) ext 802

Tracey Marinelli (LMHC) ext 833

Jacklyn Squeglia (LMHC) ext 897

Alyse Scanlon (Social Worker) ext

To be contacted in the event of a Behavioral Health Emergency

135 Coburn Rd (Elementary School)

Kathryn Mari (Nurse): 978-528-7805

To be contacted in the event of an emergency at the Elementary School.

Heather Mackay (Elementary School Principal): 978-528-7817

To be contacted in the event of an emergency at the Elementary School.

Nicole Spampinato (Social Worker) ext: 835

Alyson Norman (Social Worker) ext: 847

Jennifer Glow (Guidance Counselor) ext 828

To be contacted in the event of an Behavioral Health Emergency

- (4) **Requirement:** a method to efficiently direct emergency medical services personnel to any location on campus, including to the location of available rescue equipment.

School's Response: *Describe how emergency medical services personnel will be directed to the emergency site(s) and to available rescue equipment.*

Fire, police and EMS may obtain maps of each building in the main office of each location or from the Director of Facilities. A school administrator or their designee will meet with emergency medical services personnel at the front door of the building to escort them to the individual.

- (5) **Requirement:** safety precautions to prevent injuries in classrooms and on the facilities.

School's Response: *Describe the safety precautions the school has in place to prevent injuries in classrooms and on the facilities.*

School nurses present information yearly to staff members on safety precautions to prevent injuries in the classrooms. The nurses also provide each classroom teacher and paraprofessional with a blood pathogen kit that includes gloves and first aid supplies, as to prevent the spread of blood borne illnesses. A review of Epipen use and AED trained personnel are identified. The Fire Chief also tours each building and subsequent premises to alert each school's administrator as

to what changes need to be made both to the interior and exterior of the building to maximize student safety and crisis prevention.

- (6) **Requirement:** a method of providing access to training in cardiopulmonary resuscitation (CPR) and first aid for teachers, athletic coaches, trainers, and other school staff, which may include training high school students in cardiopulmonary resuscitation.

School's Response: *Describe how the school will provide access to CPR and first aid training for the staff listed above. Describe if the school will provide CPR training for high school students.*

The Valley Collaborative takes volunteers to become CPR/AED and first aid trained during non-school hours. Valley Collaborative follows DPH's recommendation that, as a minimum standard, at least five person trained in first aid/CPR be available in each school at all times, when students are on school grounds, including before and after school. The actual suggested ration is one trained staff member for every 50 students (1:50). In high-risk populations, it is recommended that there be one first aid trained person for all medically fragile person (1:1). The Valley Collaborative Lead Nurse and is certified AHA Instructors. Online classes are offered through National CPR Foundation.

- (7) **Requirement:** in the event the school possesses an automated external defibrillator (AED),
- the location of the device;
 - whether or not its location is either fixed or portable; and
 - those personnel who are trained in its use.

With respect to item (7) on AEDs, the law further requires information on:

- the total number of AEDs in each school (*note: the law does not require schools to possess AEDs*);
- any volunteers (and personnel) who are trained in the AED use;
- personnel who have access to AEDs during regular school hours and after school; and
- the total estimated number of AEDs necessary to ensure campus-wide access during school hours and in after-school activities and public events (*the estimate is required whether or not the school currently has AEDs*).

School's Response: *If the school has AEDs, provide the information on the items listed above. If the school does not have AEDs, provide information on the estimated number of AEDs needed. A sample form is provided for your use in displaying the required AED information.*

Valley Collaborative has a total of 3 AED's (1 at 40 Linnell, 1 at 135 Coburn Rd and 1 at 11 Executive Drive). Valley Collaborative's Lead Nurse maintains a list of staff who are certified in CPR and AED training.



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: June 6, 2024
Re: Student, DDS/MRC Adult Program Participant and Staff Making a Difference Award Presentation

We would like to recognize Valley's student and staff members of the month from the Elementary, Middle, and High School as well as a DDS/MRC Adult Program Participant and staff member from the Adult Services Program for all their hard work and dedication to the Collaborative.

Valley Elementary School

Student of the Month: **Jaston Kamadeu-Wendeu**

Staff of the Month: **Jillian Wendler**

Valley Middle School

Student of the Month: **Cameron Mitrano**

Staff of the Month: **Bridget Zanni**

Valley Transitional High School – Alternative Programming

Student of the Month: **Jayden Canales**

Staff of the Month: **Lisa Hayes**

Valley Transitional High School – Transitional Programming

Student of the Month: **Jillian Gould**

Staff of the Month: **Blake Livings**

Valley Adult Services

DDS/MRC Adult Program Participant: **Ashley Palmer-Adams**

Staff of the Month: **John Resteghini**

Required Action:

- None

Attachments:

- None



Central Administration

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MEMORANDUM

To: Valley Collaborative Board of Directors
From: Dr. Chris A. Scott, Executive Director
Date: June 6, 2024
Re: The Annual Dr. Anthony Bent Leadership Award Presentation

Each year the Dr. Anthony Bent Leadership Award is given to a Valley employee who exemplifies leadership qualities and has made a significant difference to the climate and culture of the collaborative. This year the award will be presented to Mazyar Moshtaghi, Chief Technology Officer, Valley Collaborative.

Required Action:

None

Attachments:

None



Central Administration

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MEMORANDUM

To: Valley Collaborative Board of Directors
From: Dr. Chris A. Scott, Executive Director
Date: June 06, 2024
Re: Community Partner Award - Matthew Gentile, Director of DDS Services

This year, Valley Collaborative will be recognizing Darryl Wickens and the Tyngsboro Sports Center with the annual Community Partner Award.

“The Tyngsboro Sports Center is a 73,000 square foot facility that includes two multi-use hard surface courts and two turf fields to accommodate sports and activities of all kinds. The second-story mezzanine runs the length of the complex, overseeing the vast playing surfaces and making the Sports Center an immersive experience for players and spectators alike.” – www.tyngsborosportscenter.com

Over the last three years, Darryl and his team at the Sports Center have been incredible supports for the individuals we serve, and the Valley Adult Services Program as a whole. They have donated their space and time to our program so that twice a week our individuals can attend the Sports Center as part of our Community Based Day Support (CBDS) programming. During this time the individuals are free to use the facilities to exercise and interact with their peers. This is a great opportunity for the individuals to focus on their physical wellbeing while also trying new sports and activities that can lend themselves toward a healthier lifestyle.

Darryl and his team have shown Valley a great deal of compassion and an understanding of our over-arching mission as the Sports Center even independently employees an individual supported through Valley’s Adult Services.

It is difficult to accurately describe the contributions of Darryl and his team as this opportunity has acted as such a positive component of Valley programming. Valley is forever grateful to the Sports Center, and we look forward to a continued partnership in the future.

Required Action:

None

Attachments:

None



Central Administration

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MEMORANDUM

To: Valley Collaborative Board of Directors
From: Dr. Chris A. Scott, Executive Director
Dr. Lori Likis, Consultant: Creative Coaching
Date: June 6, 2024
Re: Valley Collaborative District Plan Update

In the spring of 2024, Valley Collaborative launched the planning process for the next five-year district plan, which will guide the collaborative 2025-2030. In designing this process, Dr. Scott and the Senior Leadership Team reflected on the previous district plan, which had been created through an extensive community process and revised over time to both accommodate the pandemic and incorporate Valley's Diversity, Equity, and Inclusion commitments. They determined this plan had served Valley well and that its foundation remained true. They decided that Valley's mission, vision, theory of action, and three strategic objectives—which had been revised to include DEI commitments—should continue to guide the collaborative over the next five years.

With this framework in place, the planning process then focused on the development of strategic initiatives—the projects and programs Valley will undertake to achieve its three overarching objectives—as well as the outcomes that will help Valley measure its success. Valley's Junior and Senior Leadership Teams undertook this work in April and May, convening in workshop sessions to discuss, identify, and prioritize the work ahead, drafting the strategic initiatives for the 2025-2030 plan together.

In Fall 2024, Valley leadership will continue its development of the 2025-2030 plan, gathering community feedback to these strategic initiatives and setting outcome measures. It has been an honor to support Dr. Scott and her team in this work once again, and I look forward to continuing our work together as they complete the plan that will guide Valley for the next five years.

Required Action:

- None

Attachments:

- None



Central Administration

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MEMORANDUM

To: Valley Collaborative Board of Directors
From: Dr. Chris A. Scott, Executive Director
Date: June 8, 2023
Re: 2022 - 2023 District Improvement Plan

During the 2022 - 2023 school year, Valley continued to work under the framework of the District Improvement Plan (DIP) Bridge Plan. Through this framework, we focused on curriculum, professional development, and human resources. Additionally, Valley revised our mission statement, vision, and strategic objectives to reflect our commitment to Diversity, Equity, and Inclusion (DEI). This year, Valley's "Leadership at Every Level" Professional Development Series, facilitated by Dr. Anthony Bent, was anchored by the foundational text, *Leading with Dignity*, by Donna Hicks, PhD. Valley plans to host a *Leading with Dignity* book club for all staff in the summer/fall of 2023. This past spring, the leadership team created a survey based Hicks' ten elements of dignity, which expanded upon our previous Sense of Belonging Survey. This expanded survey tool will be administered in the Fall of 2023. Additionally, Valley is attempting to secure Dr. Hicks as a remote keynote speaker on Orientation Day (September 5, 2023).

In accordance with the criteria embedded in the Coordinated Program Review for Collaboratives, Valley teachers and professional staff have continued to survey our curriculum for bias. This year, we worked to enhance our library to make it more inclusive and diverse.

In order to creatively address the staffing shortage and the competitive labor market for paraprofessionals, Valley developed a new position titled "Special Education Assistant." This position is responsible for providing specialized support to students in a substantially separate classroom setting or within the community and assisting special education teachers and specialists throughout each school day. This position requires completion of Valley Collaborative's "Special Education Academy" – a series of targeted special education training sessions. This position is responsible for data collection in the classroom or community setting, developing therapeutic rapport with students in order to effectively de-escalate situations and assist in providing effective student instruction, actively engage in professional development to further the effective support of the substantially separate classrooms, and follow through with all recommendations put in place by the students' teams.

Valley also formed a partnership this year with the International Institute of New England (IINE), located in Lowell, Massachusetts, to help fill various positions across the Collaborative. IINE creates opportunities for refugees and immigrants to succeed through resettlement, education, career advancement and pathways to citizenship.

In September of 2023, we will work to set next year's initiatives and develop an action plan with the DEI Committee and Leadership Team.

Strategic Objective 3: Valley Collaborative will foster diversity, equity and inclusivity to promote a sense of belonging and engagement for all stakeholders (students, adults, families, staff, districts, community partners).

Initiative: 3.4 Ensure Valley is a diverse, equitable, and inclusive organization:

Professional Development Initiatives	Person Responsible	Date	Status
<i>Leading with Dignity</i> , Leadership at Every Level Professional Development Series	Dr. Anthony Bent Dr. Chris Scott Jr. & Sr. Leadership teams	Sept-June '24	completed
Dignity Survey	Dr. Chris Scott Brian Mihalek Karen Rowe	Draft- Spring '23 Administered- Fall '23	completed
Collaborative wide Summer Book Club (and staff meetings throughout '23-'24 year) Donna Hicks' <i>Leading with Dignity</i>	Dr. Chris Scott, Nicole Noska, Nick LeClair, Heather Murphy	Summer '23	completed
2022-2023 SY Orientation Day Keynote Speaker- Dr. Regina Robinson, Deputy Commissioner, Massachusetts Department of Elementary and Secondary Education	Dr. Chris Scott	Fall '22 Fall '23	completed
2023-2024 SY we are looking to secure Donna Hicks, author of <i>Leading with Dignity</i>			completed
Seeing Your School and Students Through Trauma-Informed Lenses- Transitional MS & HS -Noelle Colbert, M.Ed., James Levine and Assoc. (for MPY)	Nicole Noska	04/05/2023	completed
Understanding Anxiety and Avoidance- Transitional MS & HS -Alex Hirshberg, Psy.D., Massachusetts Partnerships for Youth	Nicole Noska	01/25/2023	completed
Perceived Anxiety: Regulating Internal Stimulation- Transitional & Alternative MS & HS -Patrick Barbieri, M.Ed., Educational Consultant (Mass Partnerships for Youth)	Nicole Noska Nicholas LeClair	12/07/2022	completed
Implementing Multi-Modal Community Building Experiences- Alternative HS -Nicholas LeClair	Nicholas LeClair	11/01/2022	completed

Diversity, Equity, & Inclusion Adult Program -EdApp	Matthew Gentile	12/22/2022	completed
Communication Devices Adult Program -Grandbois Therapy, Abby Cummings	Matthew Gentile	09/06/2022	completed
Adaptive Equipment and Assistive Technology Adult Program -Holly Tierney	Matthew Gentile	09/06/2022	completed
Proactive Approaches to Behavioral Challenges Adult Program -Joseph Venskus, Jr.	Matthew Gentile	12/22/2022	completed

Curriculum Initiatives	Person Responsible	Date	Status
Curriculum Bias Survey	Teachers & Therapists	22/23 SY 23/24 SY	ongoing
In response to the Curriculum Bias Survey results in the Alternative MS, we worked with an independent MA bookstore to purchase a curated, diverse collection of books (64 chapter books, 42 graphic novels, 7 poetry books, 13 non-fiction books, 19 of the sports genre).	Jake Smith Brian Mihalek	22/23 SY	completed
Winter Holiday Storyteller- Elementary Assembly	Heather Mackay	12/21/2023	completed
"Gather Here" Multicultural assembly-Elementary School	Heather Mackay	02/17/2023	completed
Autism Acceptance Month	Heather Mackay	April '23	completed

Human Resources Initiatives	Person Responsible	Date	Status
SPED Assistant: in order to creatively address the high turnover rate of our paraprofessionals (both transitional and behavioral aides), Valley developed a new position titled "Special Education Assistant." This role is responsible for providing specialized support to students in a substantially separate classroom setting or within the community and assisting special education teachers and specialists throughout each school day. This position requires completion of Valley Collaborative's "Special Education Academy" – a series of targeted special education training sessions.	Kari Morrin Nicole Noska Heather Mackay Nicholas LeClair Dr. Chris Scott	Feb '23	completed
In April '23 approx. 25 Special Education Assistant positions were filled with an additional (approx. 10) positions being added in July '23.	Kari Morrin Nicole Noska Heather Mackay	Feb '23	completed

	Nicholas LeClair Dr. Chris Scott		
The Human Resources Department continues to work toward expanding the reach of its job postings to connect with more diverse job seekers. In previous years, Valley had cross posted all of our open positions on The Teacher's Lounge MA website, an organization that is focused on has the following <u>Vision</u> : The Teachers' Lounge is an education-based nonprofit organization seeking to drive unprecedented student outcomes by greatly diversifying the people, thoughts, and actions of the educational workforce in the Greater Boston Area and beyond; and <u>Mission</u> : In efforts to recruit, revitalize, and retain Educators of Color, The Teachers' Lounge develops and implements innovative solutions for building more diverse, equitable, and inclusive learning and professional environments for all stakeholders. This year, Valley Collaborative began receiving the organization's Newsletter.	Kari Morrin	22/23 SY	ongoing
Valley Collaborative formed a partnership with the International Institute of New England (IINE), located in Lowell MA, to help fill various positions across the Collaborative. IINE creates opportunities for refugees and immigrants to succeed through resettlement, education, career advancement and pathways to citizenship.	Kari Morrin	22/23 SY	completed

Required Action:

None

Attachments:

None



Central Administration

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MEMORANDUM

To: Valley Collaborative Board of Directors
From: Dr. Chris A. Scott, Executive Director
Date: June 6, 2024
Re: Valley Elementary School Update

May finally brought us the weather we were all waiting for! With the warm sunshine brought bike laps around the building, picnic lunches, local hikes at our favorite trails, and football club in on Friday afternoons.

We had many fun and educational events this past month. The Elementary School invited Bash the Trash to come back and wowed us with their percussion ensemble. Bash the Trash emphasizes the importance of recycling through music and creativity of recycled instruments.

As May is Mental Health Awareness month, we spent the week of May 13th focusing on coping skills and encouraging self-care. With this year's focus on "Where to Start," each day had a theme teaching students about the basics of mental health including positive thinking, self-awareness and stress relief. Under a pop-up tent in the field, classrooms took turns learning about mindfulness through yoga and meditational poses lead by one of our beloved BCBA's.

Looking forward to June, our graduates are excited for their field trip to Canobie Lake Park, the graduate talent show, and Graduation on June 14th.

Our annual Field Day will take place on June 17th, and we are hoping for a beautiful day! Bounce houses, relays, water fun, and a BBQ will make up a day full of fun.

The last day of school is June 20th and with Extended School Year starting just 2 short weeks later, summer activities are in the works including a mountain bike show, magic of science show, and curious creatures.

We are continuing to tour new students from a number of districts including Groton-Dunstable, North Middlesex, Westford, Methuen and Pelham NH. Our current enrollment is 94 students at the Elementary School.

Thank you for the continued support. We have had a fantastic school year!

Required Action:

None

Attachments:

- None



Central Administration

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MEMORANDUM

To: Valley Collaborative Board of Directors
From: Dr. Chris A. Scott, Executive Director
Date: June 6, 2024
Re: Monthly Update - Nicole Noska, Principal of Valley Middle School and Valley Transitional High School, Transitional Program

The Transitional High School has been busy making preparations for graduation and the semi-formal dance. This year the Transitional High School will graduate 15 students. Capping off the year is the semi-formal dance. The theme for the semi-formal was voted on by the graduating seniors in conjunction with the Student Council. This year's 80s themed dance promises to be a 'totally radical' night where students will enjoy a formal sit-down dinner and a night of dancing.

The middle and high school programs have much to celebrate this school year including their continued growth in core academic areas. The middle school saw a 13% increase in reading growth, while the high schools saw a 7% increase in reading growth. Combined, the middle and high school programs gained 77 Lexiles in reading this year. In math, students mastered 180 skills and doubled the amount of questions answered on iXL from last year for a total of 8,425 questions answered.

The Student Council and the Parent Advisory Group collected 939 pounds of clothing and soft goods during their Savers fundraiser this Spring. Funds from this drive will be utilized by the Parent Advisory Group for future activities and events.

The warm weather has been perfect for the Outdoor Education classes. Students have enjoyed activities such as mini-golf, hiking, bicycling, and ropes courses. Many classes take a special field trip to celebrate the end of the school year and graduations. Students are looking forward to upcoming trips to Timbernook, Canobie Lake Park, and Salisbury Beach.

Students and staff from the Transitional High School have returned from another successful school trip. 28 travelers from Valley Collaborative flew to Chicago, IL where they enjoyed a deep dish pizza making class, a tour of Wrigley Field and a Chicago Cubs game, a tour of the Sears Tower, museums and shops, and a sunset architectural tour and river cruise.

Required Action:

None

Attachments:

None



Central Administration

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MEMORANDUM

To: Valley Collaborative Board of Directors
From: Dr. Chris A. Scott, Executive Director
Date: June 6, 2024
Re: Valley Transitional High School and Valley Middle School Location Update

As mentioned at the last Board of Director's meeting, 40 Linnell Circle will return to being the sole site of Valley Transitional High School. After permitting, Valley Middle School will move from 40 Linnell Circle to 25 Linnell Circle sometime during the 2024 – 2025 school year. Valley Collaborative has one year remaining in its current lease with Middlesex Retirement Board and as a result, it is timely to explore these possibilities. As such, we are exploring a five-year extension to our existing lease with the Middlesex Retirement Board. If it is possible to have the Middle School at this location long-term, it will promote a campus feel between the High School and Middle School. As in the past, Valley Middle School will have its own location and administrative team (principal, assistant principal, nurse, receptionist, etc.) and Valley Transitional High School will again have the required footprint at its flagship location. As our timeline for this transition progresses, I will provide the Board with updates.

Required Action:

None

Attachments:

- None



Central Administration

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MEMORANDUM

To: Valley Collaborative Board of Directors
 From: Dr. Chris A. Scott, Executive Director
 Date: June 06, 2024
 Re: Monthly Update - Matthew Gentile, Director of DDS Services

The Valley Collaborative Adult Services Program is excited to move into the summer with a number of changes on the horizon. While two of our Group Employment Worksites close for the summer, we have a big change coming to our CBDS programming to help ease the transition.

Beginning in July, the Adult Program will be placing a heavier focus on matching individuals to interests they'd like to explore further through our Community Based Day Support (CBDS) programming. Two days a week, a staff member will be providing the individuals with new opportunities to explore interests related to both employment and recreation that they've never had the opportunity to experience before. Community engagement and opportunities are baked into our CBDS programming, but starting in July, we will be putting more emphasis on having the individuals step outside their comfort zone and try specific new things they've expressed a possible interest in.

Programing is not the only aspect of Adult Services experiencing a change, as there is also staffing movement in the works. The Adult Program has welcomed two new Direct Support Professionals in the past month, with two more slated to start in July. We will also be adding a new Case Manager and Job Developer. All of these roles are essential to the support and success of the individuals we serve. As the program continues to grow, so do the responsibilities and expectations of staff. Our team has a wealth of knowledge and experience, which we will utilize as we bring new staff in, and provide current staff with new, well earned, career opportunities.

All of these roles are so important because they directly affect the successes of our individuals. There is no clearer illustration of the importance and impact our staff have on the lives of the individuals we serve than the example below.

This year, DDS reinstituted its Provider Staff Recognition Evening. At this event, DDS will be recognizing provider staff who have gone above and beyond to positively impact the lives of the individuals they work with. Valley nominated three staff who supported an individual, who is part of the Adult Services Program, during a difficult time when his mother passed away, leaving him living alone in their apartment with limited supports. These three staff, Holly Tierney, Katlyn Winch, and Angela Fisette, all stepped outside of their roles with Valley and supported the individual to help pick up the pieces and get his life back in order. From supporting him through the grieving process, to helping him to clean his apartment after program hours, to taking him to get a haircut on the weekend, these staff stepped up and supported the individual in his greatest time of need; simply out of the kindness of their own hearts. No one asked them to do what they did, but they immediately went into action when they saw that an individual we serve was at a difficult point in life with limited supports to help him navigate the unknown. These three women personify what it means to work at Valley and to fully embrace the mission of supporting the individuals we serve. Matthew Gentile, Director of DDS Services and Dr. Chris A. Scott, Executive Director, proudly attended the award ceremony on the evening of Tuesday, June 3, 2024 to support these individuals.

Required Action:

None

Attachments:

None



Central Administration

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MEMORANDUM

To: Valley Collaborative Board of Directors
From: Dr. Chris A. Scott, Executive Director
Renato Silva, School Safety and Facilities Manager
Date: June 6, 2024
Re: Valley Collaborative School Safety Update

It's been another great year at Valley. We continue to offer excellent programming and strive to find new ways to strengthen and enhance the Collaborative.

This year, school safety was once again at the forefront of everything we do. The School Safety Committee spearheaded several initiatives which have bolstered the safety of our students, staff, and individuals at each site including:

Valley Collaborative District Wide

- Valley Collaborative's School Safety Committee is comprised of a representative from our elementary school, Assistant Principal Amy Murphy, a representative from our middle and high schools, Elias Gioumbakis, Valley's Chief Technology Officer, Mazyar Moshtaghi, Valley's Lead Nurse, Jessica Scalzi, Renato Silva, Valley's School Safety & Facilities Manager, and Dr. Chris A. Scott, Executive Director.
- Our Safety Committee, continues its valued partnership with the local police and fire departments in both Tyngsboro and Billerica. Valley Collaborative is supported by Officer Christopher Gustafson, our School Resource Officer of the Tyngsboro Police Department at Valley Elementary School and Officer Phil O'Loughlin of the Billerica Police Department at Valley Middle School and Valley Transitional High School.
- Valley Collaborative partnered with BeSafe Technologies, a company which specializes in the sharing of crucial tactical information between school administrators, facilities management and emergency first responders. This resulted in the creation of new highly detailed evacuation maps for each classroom and office at our Billerica and Tyngsborough schools.
- Valley has renewed its subscription to SchoolPass – an app-based system custom-built for visitor management in K-12 schools. Through a surface-mounted tablet in the Tyngsborough and Billerica lobbies, the system collects specific background safety data from each new visitor upon entering the building. Visitors are also screened against the most recent national sex offender database to ensure the safety of all students and staff.
- Fire drills were successfully executed across all Valley Collaborative sites, meeting frequency regulations for our DESE and DDS programming, accordingly. The final fire drill of the 2023 – 2024 year was held across all sites on June 4th.

Valley Elementary School
135 Coburn Road, Tyngsboro

- A comprehensive Hostile Intruder Drill was held on Wednesday January 24, 2024. The Tyngsboro Police Department carried out a live drill throughout the entire building for all staff. Before the drill, staff were provided with a one-hour professional development provided by the Police Department targeting the components of the drill and were also given time for a Q&A session after its completion.
- Through Valley's partnership with BeSafe Technologies, a new classroom and office numbering system was developed and implemented for the elementary school. This was done to exterior doors to meet Tyngsborough Fire Department safety standards and to interior doors to simplify the system and bring Valley into step with industry numbering standards.

Valley Middle School & Valley Transitional High School
40 Linnell Circle, Billerica

- A comprehensive Hostile Intruder Drill was held on Wednesday January 24, 2024. The Billerica Police Department (PD) carried out a live drill throughout the entire building for all staff. Once the drill was complete, all staff gathered for a comprehensive review by Billerica PD. Staff were given a lesson on what to do in the event of an active shooter in the building. Billerica EMTs gave a lesson entitled, "Stop the Bleed," where Valley staff were instructed on how to administer emergency first-aid until help arrives.

Required Action:

- None

Attachments:

- None



Valley Collaborative
Requests the pleasure of your company at the
Valley Transitional High School
Graduation Ceremony

On Friday, June 7, 2024
12:00pm

Billerica Elks
14 Webb Brook Road
Billerica, MA 01821

A maximum of 4 guests

Please RSVP with your number of guests by Friday, May 31, 2024 to
kfitts@valleycollaborative.org or call 978-528-7882



We are: On a Roll

■ Page 2: The Elementary School is wrapping up a great year, featuring lots of learning and a ton of fun.



We are: Over the moon

■ Page 4: A trip to the McAuliffe-Shepard Discovery Center in Concord, NH was a highlight for the Middle School.



We are: Out and About

■ Page 7: Individuals in Valley's Adult Programs have been enjoying more activities and learning opportunities than ever before.

VALLEY COLLABORATIVE

Volume 12, Issue 4 News for the extended Valley Collaborative community Summer 2024

Celebrating Our Successes, Planning for the Future



LEFT TO RIGHT: MAZYAR MOSHTAGHI, CHIEF TECHNOLOGY OFFICER; PATRICIA SICARD, ACCOUNTS MANAGER; DR. CHRIS A. SCOTT, EXECUTIVE DIRECTOR; RENATO SILVA, SCHOOL SAFETY & FACILITIES MANAGER

Dear members of the Valley Collaborative Community:

As we wind down the 2023 - 2024 school year, we are proud of all that has been accomplished at Valley due to the dedicated work, collaboration and communication of our families, our staff and our administration.

Planning forward is an important ingredient in our recipe for success at Valley. The professional learning opportunities provided this school year came about as a result of our assessments of the needs of everyone at the Collaborative and thoughtful planning to meet those needs. Additionally, we have already started to work on our next Five Year District

Improvement Plan. By applying the concept of collaboration, this process includes gathering input from a wide audience and a variety of sources to create a plan which will improve and enhance all we do in our programs. The plan will be completed within the next few months and will provide us with a basic roadmap for our continuing journey and quest for excellence.

As you may be aware, Valley Collaborative is a special education public entity which bills sending public school districts and other public entities for tuition and services provided to our amazing students and adults.

**continued on back page*

VALLEY COLLABORATIVE

Showing Our Colors at the Elementary School

The Elementary School is wrapping up a truly outstanding year, one filled with activities aimed at helping our students be stronger readers, healthier kids, and better stewards of the environment. There were also plenty of field trips and other fun-filled events—so many that students can't agree on their favorites.

"The holiday gift exchange was my favorite. It was fun to give and shop for people," said fourth grader Madeleine Clark. "My favorite was the Halloween Party and Trunk-or-Treat because I liked to see what other people were wearing," said fourth grader Olivia Lane. Another favorite event of the year was a fall African Drumming performance. "The African Drumming was fun!" said sixth grader Khloe Walsh. Fourth grader Lindsey Lavanga added: "The drumming and dancing were fun. Caroling was awesome too!"

On a Roll

We kicked off the spring half of the school year with a field trip to Roller Kingdom in Tyngsboro. Students had a chance to exercise perseverance as they learned and practiced skating. "Roller Kingdom is the best place on earth!" said third grader Nate Skuse. "Roller Kingdom is fun!" agreed sixth grader Javian Pettengill. And while dancing on skates isn't easy, that's exactly what second grader Lucas Harrington enjoyed, adding, "I like to dance at Roller Kingdom!"

A Month of Love and Kindness

February was a month filled with the spirit of love and kindness at the Elementary School, starting with spirit week from February 12th-16th: Love & Kindness Spirit Week, a "caught-being-kind" incentive program, and numerous kind-

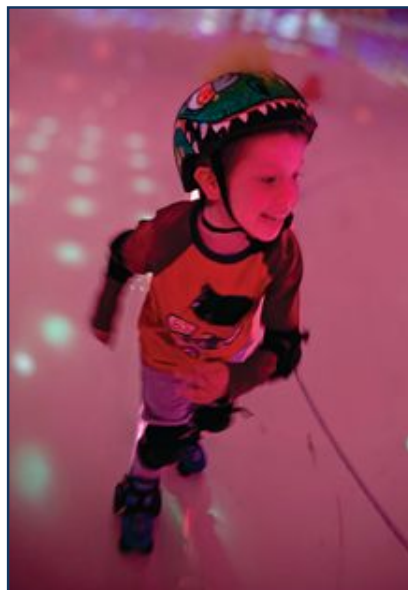


ness themed activities. A Valentine's Day celebration featured a dance, a photo booth, and crafts. Finally, we wrapped up the month with a special assembly on February 28th at which students learned about the life, work, and lasting influence of Doctor Martin Luther King Jr.

Read Across America

Students celebrated this annual tribute to all things literacy with a reading themed spirit week, buddy-reading, as well as visits from guest readers.

TOP: ELEMENTARY SCHOOL STAFF SHOW THEIR COLORS IN THE AUTISM AWARENESS "RAINBOW OF COLOR" THEMED WALK; BELOW SECOND GRADER ETHAN BARRY ON A VISIT TO ROLLER KINGDOM.



Hands-on Science

The Acton Discovery Center Traveling Science Program returned in March to lead hands-on "Force & Magnetism" science workshops. April featured a visit from Eyes on Owls, teaching our students about these fascinating creatures.

Autism Awareness

To celebrate Autism Awareness Month, we held a spirit week in early April, featuring themed spirit days, art projects, and other activities that focus on Autism Awareness. To cap off the spirit week, we held our annual Autism Awareness Walk on Friday, April 12th. This year we showed our support of the spectrum with a "rainbow of color" themed walk and activities.

Earth Days

We celebrated Earth Day on April 22 with earth and environment themed activities. On May 10, percussion ensemble Bash The Trash returned to Valley for a performance that combined music, science and creativity.

Mental Health Awareness

May is Mental Health Awareness Month, and we marked the occasion with a coping skills spirit week. We celebrated our current coping skills, and explored new skills that encourage self-care and emotional regulation.

Still ahead: our annual field day, graduation, and graduate talent show, capping off the year in June! ■

VALLEY COLLABORATIVE

Top Honors to an Outstanding Staff Member

When Eli Goumbakis was recognized as the top Division 1 assistant football coach in Massachusetts, Nick LeClair, principal of the Alternative Programs at the Transitional High School where Eli works, says he wasn't surprised at all. "Eli to his core is a coach on and off the field," says Nick. "He brings the best out of our kids."

Eli, whose official title at Valley is Consumer Science Vocational Coordinator, was recognized by the Massachusetts High School Football Coaches Association (MHSFCA) for his coaching success at Westford Academy. The head coach at Westford, Bruce Rich, nominated Eli in recognition of his hard work over the past three years, during which the football team, known as the Grey Ghosts, has emerged as a powerhouse, including winning the league last year.

For Eli, who has been coaching across a variety of sports for nearly twenty years, the award was a validation of his work with kids, whether on a high school team or at Valley. "The work I do here at Valley is all

about building relationships with the kids," says Eli. "That's how coaching works too. If kids believe in you they'll respond well. Then the possibilities are endless."

Eli dates the start of his coaching career to his college days when an injury kept him off of the football field. Eager to remain part of the football community, Eli took a coaching job at Chelmsford High when he was just 22. Over the years, he has coached multiple sports, including rugby and lacrosse, at a variety of schools. In addition to twelve years at Chelmsford High, Eli also spent four years at Groton-Dunstable High School before moving to Westford Academy.

On the football field, Eli is known for intense pre-game speeches that inspire and motivate his players. He brings that same spirit to his work with students at Valley. Whether the setting is a football game in front of a sell-out crowd of 5,000 or the local gym that is home to Valley's brand new Jiu

Jitsu Club, says Eli. "How do we motivate each individual? How do we feed the fire?"

While Eli says that while his decades of coaching has influenced his work at the Transitional High School,



ELI GOUMBAKIS, CONSUMER SCIENCE VOCATIONAL COORDINATOR AT THE TRANSITIONAL HIGH SCHOOL, HAS BEEN NAMED DIVISION 1 ASSISTANT FOOTBALL COACH OF THE YEAR.

five years working at Valley have also made him a better coach. "At Valley, we're super focused on each individual kid," says Eli, whose job includes setting up internships for students based on their interests. "You need to get to know them and how they're motivated, and then adjust accordingly."

When Eli accepted the coaching honor at an MHSFCA banquet in early May he was quick to turn the attention to the various 'teammates' who've assisted him over the years. "I've been fortunate to have had some incredible mentors," he says. On the list: coach Bruce Rich Sr. who gave him his first coaching job at Chelmsford High School, as well as coaches Jason Fletcher and Tom Caito. He also gave thanks to his personal 'team,' namely his parents, and especially his wife and son. "They've had to miss a lot of family time in order for me to get here today." ■



ELI GIVING ENCOURAGEMENT TO MEMBERS OF THE WESTFORD ACADEMY FOOTBALL TEAM.

VALLEY COLLABORATIVE

At Valley Middle School, a Year to Remember

The 2023-2024 school year in the Alternative Program of the Middle School was one to remember! Students worked extremely hard in their core classes engaging in various writing, reading and hands-on activities. In ELA, the students read *Camp Sunshine* by local author, Jarret J. Krosocza, and *Thank You, Ma'am* by Langston Hughes, then showed off their writing skills by completing an essay for each book. In science, students created rockets, plant and animal cells out of candy, and root beer floats to understand the states of matter. In history, students participated in a biography project that required them to research a famous person and create a visual representation of their work. In math, students utilized manipulatives to increase their skills and researched travel expenses for a dream vacation.

When core classes weren't in session, students enjoyed electives such as Football Club (with a special trip to



SPECIAL EDUCATION ASSISTANT ZACH GRUNDY AND STUDENTS ZACHARY HAMMOUMI AND LOGAN COUGHLIN ENJOY A SCHOOL EVENT.

Patriots Hall of Fame), Culinary Arts, and Dungeons and Dragons Club. Learning skills outside of the classroom in the community setting plays a large role in programming, and student incentive trips to Altitude, Franklin Park Zoo, Bolton Animal Adventures, Metro Rock, and Honey-pot Hill Orchards were among some of the favorite attractions.

The Transitional Program of the Middle School also enjoyed activities outside of the classroom this year. Among the favorites were the Pirate Museum in Salem, MA, Enchanted Village, rock climbing at Metro Rock, and hiking Mt. Watatik. In culinary arts, students loved cooking food from different countries each month. Students had a blast showcasing their talents at the school talent show and their athleticism at the Special Olympics.

Students in the Valley Middle School, transitional and alternative programming, shared many similar sentiments of what made their year

at Valley outstanding. Many students credited the staff and programming to their success, as well as the sensory spaces, behavioral support, and accommodations. Middle School staff credit a successful year to the students and all of their accomplishments and growth. Here's what students and staff had to say when asked, "What made it an outstanding year for you at Valley?"

Ryder Raines, student, Transitional Middle School: "All the staff being supportive and patient."

Jude Galbraith, student, Transitional Middle School: "It's been helpful having the staff and resources that I need."

Kayden Bovardi, student, Transitional Middle School: "Being able to take sensory breaks."

*continued on page 6



TRANSITIONAL MIDDLE SCHOOL STUDENT KAYDEN BOVARDI WITH HIS GINGERBREAD HOUSE.

VALLEY COLLABORATIVE

An Outstanding Year at Valley Transitional High School

The Transitional High Schoolers continued to gain valuable academic, vocational, and functional living skills in preparation for adulthood during this school year. With a steady mix of community-based, real-world experiences, they've also had lots of fun! In December, students in the transitional programs dressed to impress for the annual trip to the North Shore Music Theater to see a production of A Christmas Carol. Other favorite field trips this year included the Museum of Science, the Madagascar play, Stone Zoo, Fenway Park, and the Patriots Hall of Fame. An epic time was also had by the students who hiked Mt. Monadnock to watch the solar eclipse. Students had fun celebrating each of the seasons with friends at the Halloween, Holiday, and Winter dances.

The school store is a favorite memory of many in the Transitional High School. Students enjoyed cashing in their Dojo points for everything from Pokemon cards to headphones and fidgets. A favorite item was a

new gumball machine that lets students win a variety of prizes, including a chance to pick a prize from the treasure chest.

The destination for this year's school trip was Chicago, Illinois where the Valley Travelers enjoyed all the sights and sounds Chicago has to offer including Michigan Avenue's Magnificent Mile, Millennium Park, Wrigley Field, and Lincoln Park Zoo. The Valley travelers watched a Chicago Cubs game, took the Seadog River and Lake Architecture Cruise, and participated in a deep dish pizza making class.

Graduation and end of year preparations are in full swing at the Valley Transitional High School. During a recent student council meeting the room was buzzing with ideas for the upcoming prom.



TRANSITIONAL HIGH SCHOOL STUDENTS JADEN QUINONES, GAVIN WARGO, AIDEN MITCHELL, COREY ERICKSON ON THE JOB AT CHELMSFORD DPW

*continued on page 6

TRANSITIONAL HIGH SCHOOL STUDENTS ELLIOT URBAN, MICHAEL MCANDREWS, AND RILEY LADUKE WITH ADVISORS DURING A STUDENT COUNCIL MEETING.



VALLEY COLLABORATIVE

At Valley Transitional High School, an Outstanding Year

**continued from page 5*

Students ultimately voted on an 80's theme to close out a successful school year.

This year was a year of learning, fun, and making lots of memories with friends.

We asked students and staff to reflect on this past year. Work sites tailored to individual student interests, academic successes, and extra-curricular activities are just a few of the responses. Here's what students and staff had to say when asked, "What made it an outstanding year for you at Valley?"

Vanessa Sebastian, student: "Going to work. I started two new jobs this year at the Service Dog Project and the Guinea Pig Sanctuary."

Anthony Normand, student: "Meeting new people and taking field trips."

Aiden Russell, student: "Starting a new job in the bistro."

Nicholas Porcaro, student: "Passing my final MCAS."

Michael McAndrews, student: "Being involved in school leadership, helping everyone, motivating students."

Riley LaDuke, student: "I've been here since I was 13, it's all about gaining experience so you can learn, grow, thrive, and adapt."

Lori Escolas, teacher: "I get to work with an amazing staff and administration. These students never cease to amaze me with their resilience, perseverance, and ability to overcome challenges. I am very proud of all of their accomplishments, and it will be bittersweet to watch some of them graduate. This was a fantastic year, I am so lucky to work at the Collaborative."

Mitchell Doherty, special education assistant: "Seeing the progress of the students who I work with along with the connections I've made with the Valley team." ■

A Year to Remember



TEACHER HANNAH MORIARTY LEADS THE ALTERNATIVE MIDDLE SCHOOL STUDENTS IN A HOLIDAY CELEBRATION.

**continued from page 4*

Andres Diaz, student, Transitional Middle School: "The staff. They help me be a better person."

Hailey Hamilton, student, Alternative Middle School: "The staff and all the available resources and earning Dojo points to buy things from the school store."

Hannah Moriarty, Teacher, Alternative Middle School: "It's been super rewarding to see the gains the students have made in ELA, specifically with writing and their willingness to engage with reading."

Zach Grundy, Special Education Assistant, Transitional Middle School: "Seeing how our students have come over the year, both academically and in terms of their maturity."

Jaclyn Squeglia, M.Ed, SAC, LMHC: "Seeing our transitional support staff reach their goals and become Special Education teachers. It inspires me to watch them grow into mature, professional educators who love our students and love coming to work each and every day." ■

Special thanks to the generous donors who support our Student/Adult Services Activity Fund:

\$5,000.00 – Enterprise Bank and Trust, Mr. George Duncan Chairman
 \$1,000.00 – Allan Blume
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 \$100.00 – Anthony J. Bent
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 \$100.00 – J.P. O'Connor Hardware Inc

In Kind Donations:

Mel's Funway Park LLC – \$25.00 Gift Cards (2)
 Market Basket – \$25.00 Gift Cards (2)

VALLEY COLLABORATIVE

Adult Services: More Space and a Big Year

This year has been a big one for the Adult Services program as we've settled into our larger space. More space has enabled us to offer improved and expanded learning opportunities to the adults in the Today and Tomorrow program. The space, which we share with Mass Rehab, is located right off the highway, which means less time on the road for individuals, whether they're headed from home or to the job site. What do our individuals have to say about the past year?

Mike Koczan – “I like working at BMS all year and doing the packages and mail. I like being able to see and talk to all the other staff that work at BMS. It makes me happy and it's one of my favorite job sites that I go to. I also love going to the Food Bank in Lowell and helping to deliver meals to people that need them.”

Billy Haberlin – “I really like working with all the job coaches here and all the new job coaches. When I need help they are there for me and they help me with the work tasks that we have and they help keep me on track. I like that I get to be out in the

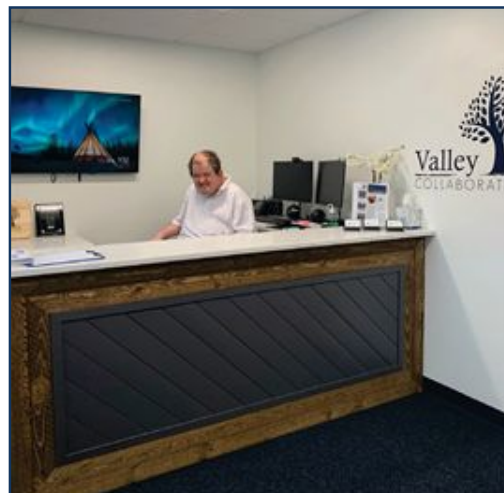
community every day and go to all the different sites.”

Melaina Chaput – “I work independently at TJ Maxx three days a week and I've been there for almost 18 years. I like how my Job Developers come and check in with me to make sure I have everything I need and to help me if I'm having any issues at work. I've also had a great year being with all my friends and getting to try different activities with CBDS like going to the Tyngsboro Sports Center and helping with our community gardening.”

Crystal Dwyer – “I like all my friends and getting to see them every day. We have so much fun together everyday with all the different activities we do. I also work at Wegmans three days a week on my own. Job Developers come to check on me every week and help me and make sure everything is going good for me. I've been at Wegmans for nine years!”

Scott Noftle – “I really like working at 3M and Chelmsford High School. I really enjoy that I get to see everyone when I come to the program. I've made some good connections with other people in the program and now I can always talk to them even when I'm not at Valley. I also really like Career Planning and talking about all the different job sites I could work at one day.”

Jacob Bettencourt – “I really enjoyed all the stuff we do. I like going to different parks and seeing different parts of the community. I really like getting to work and earn money too. My favorite work site is the Chelmsford High School Kitchen and I also really like volunteering with Meals on Wheels.”



TOP: BILLY MCCLURE GREETES PEOPLE AT OUR FRONT DESK; BELOW: SHARIFAH NAMIGADDE AND JOE SEPE AT A LOCAL MUSEUM ON A CBDS FIELD TRIP.

Billy McClure – I like this building. I like being in our new building because it's fun. There is a lot of space! I love my jobs. I like working at CrossPoint and talking with all the different people that work there. I like Community Catering and serving people meals. People need food so I like to be able to help them and give them food.”

Sharifah Namigadde – “I enjoy going to work, I enjoy working with all my friends. I always feel happy when the job coaches are nice to me and we get to talk to each other about the things going on in our life. I get to work independently sometimes and I really like that. I've come a long way and I am becoming a better and better worker with all my opportunities. I like how many choices I get every day and getting to choose where I want to go.” ■



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Valley Collaborative Board

Chair: Dr. Jay Lang

Superintendent, Chelmsford Public Schools

Dr. Kerry Clery

Superintendent, Billerica Public Schools

Mr. Steven Stone

Superintendent, Dracut Public Schools

Dr. Laura Chesson

Superintendent, Groton-Dunstable Regional School District

Dr. Denise Pigeon

Superintendent, Nashoba Valley Technical School District

Mr. Brad Morgan

Superintendent, North Middlesex Regional School District

Ms. Brenda Theriault-Regan

Superintendent, Tewksbury Public Schools

Dr. Michael Flanagan

Superintendent, Tyngsborough Public Schools

Dr. Christopher Chew

Superintendent, Westford Public Schools

Celebrating Our Success, Planning for the Future

»continued from cover

This financial structure is far different than a typical public school district which receives monies from the state based on enrollment. As such, the competent fiscal management of Valley is crucial for us to be able to continue to provide state-of-the-art programming to the individuals we serve.

The Department of Elementary and Secondary Education (DESE) is in the process of creating and implementing financial protocols for review of educational collaboratives across the Commonwealth. Given Valley's strong financial position and

its robust compliance with state laws and regulations, Valley was asked to provide feedback to the State on the draft financial protocols and has also been chosen to be the beta test site for this financial review. Valley is proud of its role in helping DESE to finalize these protocols of best practice as they will enhance the financial operations of Collaboratives statewide.

I thank each of you for the contributions you have made to such a wonderful school year of achievement and joy in learning, both in our programs and at home. It takes a village and our Valley village is strong!

As you can see, we are looking forward with anticipation to an even better year ahead. With a year of great accomplishment coming to a close, we feel we have only just begun. Have a wonderful summer!

My door is always open,

Chris A. Scott,
Executive Director



Valley Collaborative Elementary School Newsletter

May 2024



Last Month in Review

We started April with an assembly from Eyes on Owls. Students learned all about owls and were able to see many of the fascinating birds in person. From April 8th through the 12th, we celebrated Autism Acceptance with a spirit week full of activities and education. On the 12th our school was a rainbow of colors for our Autism Acceptance Color Walk! The Tyngsboro Fire Department brought their trucks and lit up the parking lot as students and staff paraded in bold colors forming a rainbow around the school.



May Events

May 10th: Bash The Trash

Percussion Ensemble: Bash the Trash, is returning to our school for a performance that will combine music, science, creativity, and creation.

May 13th-17th: Mental Health Awareness Spirit Week

For Mental Health Awareness Month, we will be holding a coping skills spirit week. We will celebrate our current coping skills, and explore new skills that encourage self-care and emotional regulation. Spirit week flyers will be sent home and posted on Class Dojo.

Notes From The Nurse

Spring is here!

All sunscreen and insect repellent used at school must be provided by parents/guardians. Our sunscreen and insect repellent permission slip will be sent home.

Regarding seasonal allergies and respiratory illnesses, we will be following the new MA state guidelines. If your student develops sign of a respiratory illness (fever, sore throat, cough, stuffy or runny nose) please keep them home from school and test for COVID-19 and flu. Students may return to school once symptoms are improving and they are fever free for 24 hours without use of medication.

May Calendar

Monday	Tuesday	Wednesday	Thursday	Friday
		1 <i>Early Release for Students</i>	2	3
6	7	8	9	10 <i>Bash The Trash Assembly</i>
13 <i>Mental Health Spirit Week</i>	14 <i>Mental Health Spirit Week</i>	15 <i>Mental Health Spirit Week</i>	16 <i>Mental Health Spirit Week</i>	17 <i>Mental Health Spirit Week</i>
20	21	22	23	24
27 <i>Memorial Day No School</i>	28	29	30	31



Valley Collaborative Elementary School Newsletter

June 2024



Last Month in Review

May was Mental Health Awareness Month. We held a coping-skills spirit week and students learned new skills that encourage self-care and emotional regulation. On the 24th of May, Bash the Trash performed at our school. The ensemble put on an exciting and interactive musical performance with all recycled materials. Friday afternoon Football Club is back in session, and classes have been returning to local trails for nature walks and hikes.



June Events

June 13th: Graduate Talent Show

We will hold our annual graduate talent show. Graduates will celebrate the end of the year with a performance for students and staff.

June 14th: Graduation

A ceremony will be held on June 14th for graduating students.

June 17th: Field Day

Students will enjoy a day of outdoor fun, games, and activities during our annual Field Day on June 17th (rain-date June 18th). Students, please dress for a day of fun in the sun and pack a change of clothes.

Graduation 2024

The Elementary School Graduation Ceremony will be held on June 14th at 10am.

An email and ClassDojo message with information was sent to the families of graduating students.

For more Information and to RSVP: email:
Assistant Principal
Bryan Thomas:
bthomas@valleycollaborative.org
or call (978) 528-7843



June Calendar

Monday	Tuesday	Wednesday	Thursday	Friday
3	4	5	6	7 <i>Early Release for Students</i>
10	11	12	13 <i>Graduate Talent Show</i>	14 <i>Elementary School Graduation</i>
17 <i>Field Day</i>	18 <i>Field Day (rain-date)</i>	19 <i>Juneteenth No School</i>	20 <i>Last Day of School Early Release</i>	21
22	23	24	25	26



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: June 6, 2024
Re: Fundraiser Update 2024

Valley Collaborative would like to give a special thanks to the generous donors who support our Student/Adult Services Activity Fund:

- \$5,000.00 - Enterprise Bank and Trust, Mr. George Duncan Chairman
- \$1,000.00 - Allan Blume
- \$300.00 - Barrow Weatherhead Lent, LLP
- \$250.00 - Fritz Deguglielmo, LLC
- \$100.00 - Anthony J. Bent
- \$100.00 - Autumns Hill Orchard
- \$100.00 - J.P. O'Connor Hardware, Inc.

In Kind Donations:

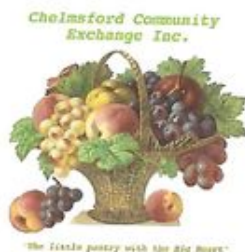
- Mel's Funway Park, LLC \$25.00 Gift Cards (2)
- Market Basket \$25.00 Gift Cards (2)

Required Action:

None

Attachments:

- None



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

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

Email: office@chelmsfordfoodpantry.org

www.chelmsfordfoodpantry.org

To: Elias Gioumbakis

From: David Eberiel, Member of the Board Chelmsford Community Exchange

Re: Student participation at our Food Pantry

Eli,

The participation of the students from Valley Collaborative has been wonderful during the past year. We light up whenever we see your van coming to assist us at the pantry. The kids always add some brevity and fun to the work that we do. They follow us to the Merrimack Valley Food Bank and help us load up our van each week with anywhere from 1000-3000lbs of food. They follow us back to the Pantry and assist us in unloading the food, putting it away, and cleaning up afterward. We tell the kids what we do and many of them recognize that our clientele could very well be people from their neighborhoods. They understand that their assistance is helping us assist people who are needy. We've gotten to know some of the kids well to be friends with them. All of us are grateful that we have them to assist us.

Chelmsford Community Exchange Inc is nonprofit and is recognized by the IRS as a 501(c)(3) organization. Our institution is prohibited from discriminating based on race, color, national origin, sex (including gender identity and sexual orientation), religious creed, disability, age, political beliefs, or reprisal or retaliation for prior civil rights activity.