



2018-2019

Employee Handbook

NOTE: This handbook is intended to provide information about current policies that pertain to all employees of the Cape Cod Collaborative. Bus drivers and bus monitors can find additional information in the Transportation Employee Handbook. These policies and this handbook may be changed at any time by the Board of Directors and are not intended to establish contractual rights.

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CAPE COD COLLABORATIVE

An Overview

A. Definition: Chapter 40, Section 4E

Two or more school committees of cities, towns and regional school districts and boards of trustees of charter schools may enter into a written agreement to provide shared programs and services, including instructional, administrative, facility, community or any other services; provided that a primary purpose of such programs and services shall be to complement the educational programs of member school districts and charter schools in a cost-effective manner. The association of school committees and charter school boards which is formed to deliver the programs and services shall be known as an education collaborative.

B. Major Goals:

Mission

The Mission of the Cape Cod Collaborative is to provide, as an interdependent collaboration of public school communities, a flexible, evolving range of high quality, cost-effective programs and services.

Vision:

To ensure its success, the Collaborative will establish and maintain communication, governance structures, and practices that regularly assess needs, provide collaborative solutions, and monitor effectiveness.

C. Member Districts:

Barnstable
Brewster
Dennis/Yarmouth
Falmouth
Martha's Vineyard Reg. H.S.
Nantucket
Orleans
Sandwich
Upper Cape Cod RTS
Wellfleet

Bourne
Cape Cod Technical HS
Eastham
Mashpee
Monomoy
Nauset
Provincetown
Truro
Wareham

**Cape Cod Collaborative
Osterville Campus
418 Bumps River Road
Osterville, MA 02655
Phone: 508.420.6950
FAX: 508.420.6959**

**Waypoint Academy
33 Water Street
Sandwich, MA 02563
Phone: 508.546.5099
Fax: 508.564.5263**

Transportation Department:

FAX 508-420-6960

Lisa Stobbart	Transportation Manager	x 1120
Andrea Barbel	Dispatch	x 1118
Andrew Hunt	Dispatch	x 1155
Wendy Pennini	Dispatch	x 1119
Corinne Savery	Dispatch	x 1156

Business Office

Paul C. Hilton	Executive Director	x 1111
Amy Lipkind	Business Manager	x 1114
Kathleen Zawasky	Accounting Coordinator	x 1121
Beth Deck	Human Resources/Personnel	x 1122
Christopher Bogden	Director of Special Projects	x 1144

Special Education Programs

Anita Woods, Ed.D.	Director of Special Education Programs	x 1115
Christina Caputo	Assistant Director of Special Education Programs	

STAR Program, Osterville

Julia Bryant	Program Coordinator	x 1132
Irene Decoteau	Administrative Assistant	x 1137
Sheila Murray	Administrative Assistant	x 1145

Waypoint Academy, Sandwich

Melissa Goldstein	Program Coordinator	x 1224
Esther Owen	Administrative Assistant	x 1215
Judy DelRaso	Data Specialist	x 1211

**The Cape Cod Collaborative Central Office is open from
6:45 AM - 4:00 PM daily.**

The office will be closed on the following days:

July 4, 2018	Independence Day
September 3, 2018	Labor Day
October 8, 2018	Columbus Day
November 12, 2018	Veteran's Day
November 21, 2018	½ Day
November 22 & 23, 2018	Thanksgiving
December 25, 2018	Closed
January 1, 2019	Closed
January 21, 2019	Martin Luther King Day
February 18, 2019	President's Day
April 15, 2019	Patriot's Day
May 27, 2019	Memorial Day

CAPE COD COLLABORATIVE BOARD OF DIRECTORS

2018-2019

A **quorum** for the Board of Directors of Cape Cod Collaborative is described in the **Articles of Agreement** as follows: **ARTICLE IV, Section 4.11:** At any meeting of the Board of Directors, a quorum shall be defined as at least a majority of appointed representatives. This majority must be comprised of at least two (2) members of the Executive Committee as defined in Article 5.8.

John Furnari, Chair Falmouth Public Schools jfurnari@falmouth.k12.ma.us	Judy Lindahl, Vice-Chair Eastham Public Schools 7 Peach Orchard Lane Eastham, MA 02642 lindahlj@nausetschools.org	
Barbara Dunn Barnstable Public Schools dunn_barbara@mybps.org	Chris Hyldburg Bourne Public Schools 36 Sandwich Road Bourne, MA 02532 chyldburg@gmail.com	Jessica Larsen Brewster Public Schools 89 Beach Rose Lane Brewster, MA 02631 larsenj@nausetschools.org
Scott McGee Cape Cod Regional Technical HS 174 Lowell Road, Unit 9 Mashpee, MA 02649 souvenirworld@verizon.net	Phillip Morris Dennis-Yarmouth Regional Schools 23 Pompano Road Yarmouthport, MA 02675 p.morris@comcast.net	Lisa Reagan Martha's Vineyard Public Schools lisareagan@comcast.net
Nicole Bartlett Mashpee Public Schools 28 Sampsons Mill Road Mashpee, MA 02649 nbartlett@mpspk12.org	Steve Craffey Monomoy Regional School District 13 Stevens Way Harwich, MA 02645 steve.craffey@gmail.com	Dr. Timothy Lepore Nantucket Public Schools 10 Surfside Road Nantucket, MA 02554 tjalepore@me.com
Robert Jacobus Nauset Regional School District 60 King Phillip Road Brewster, MA 02631 jacobusr@nausetschools.org	Hank Schumacher Orleans Public Schools PO Box 153 East Orleans, MA 02643 schumacherh@nausetschools.org	Provincetown Public Schools
Sheri Erikson Sandwich Public Schools 6 Weeks Pond Drive Forestdale, MA 02644 serickson@sandwich.k12.ma.us	Drew Locke Truro Public Schools PO Box 134 Truro, MA 02652 hillsidepoultry@gmail.com	Robert Fichtenmayer Upper Cape Cod RTS 6 Mya's Court Wareham, MA 02571 rfichten@gmail.com
Michael Flaherty Wareham Public Schools mflaherty@wareham.k12.ma.us	Jill Putnam Wellfleet Public Schools 100 Lawrence Road Wellfleet, MA 02667 j.putnam@capecodcollaborative.org	William Friel, Treasurer** b.friel@capecodcollaborative.org

*Administrative Representative, non-voting

**Non-voting

Updated 09/10/2018

NON-VOTING MEMBER

Department of Education:
Paulajo Gaines
Massachusetts Department of Elementary and Secondary Education
75 Pleasant Street
Malden, MA 02148-4906

**2018-2019
Board of Directors
MONTHLY MEETING SCHEDULE**

September 12, 2018
October 10, 2018
November 7, 2018
December 12, 2018
January 9, 2019
February 13, 2019
March 13, 2019
April 10, 2019
May 8, 2019
June 12, 2019

Meetings begin at 5:00 P.M.

The Board meets at the Cape Cod Collaborative
Osterville Campus
418 Bumps River Road
Osterville, MA 02655

PERSONNEL GUIDELINES

These Personnel Guidelines give an overview of the Collaborative's policies and forms. **PLEASE KEEP THESE GUIDELINES FOR REFERENCE THROUGHOUT THE YEAR**

NONDISCRIMINATION

The Cape Cod Collaborative's policy of nondiscrimination will extend to students, staff, the general public and individuals with whom it does business. No person shall be excluded from or discriminated against on account of race, color, ancestry, gender, religion, national origin, sexual orientation, gender identity, military or veteran status, age, disability, pregnancy or related medical condition.

The Collaborative confirms a policy which guarantees equal employment opportunities in the recruitment, application, selection, compensation, retention, transfer, promotion, benefits, work assignment and career progression process without discrimination for reasons of race, color, ancestry, gender, religion, national origin, sexual orientation, gender identity, military or veteran status, age, disability, pregnancy or related medical condition.

Employee Grievance Procedure

Level 1. An aggrieved employee shall first discuss the complaint with the immediate supervisor with the object of resolving the matter informally. The supervisor shall convey his/her decision to the employee within forty-eight (48) hours after receiving the complaint

Level 2. The employee may then initiate the grievance in writing to the Executive Director, Paul Hilton. The Executive Director shall discuss the grievance with the employee and within fourteen (14) days communicate a determination in writing to the employee.

Level 3. If the grievance is not resolved at Level 2 to the satisfaction of the employee, the employee may appeal the grievance to the Board of Directors within three (3) work days after the date of the Collaborative Director's reply. This shall be done by sending a written request to the Board, via the Collaborative Director, for a hearing. The Board of Directors shall hold such hearing at a special meeting called for that purpose or at its next regularly scheduled Board meeting. Whether such hearing is held in open or executive session shall be controlled by the provisions of Chapter 39 of the Massachusetts General Laws (i.e., the Open Meeting Law). The Board of Directors' decision relative to the grievance shall be final and shall be rendered within twenty (20) business days of the hearing.

Level 4. If the grievance is not resolved at Level 3, it may be referred to the
United States Equal Employment Opportunity Commission
John F. Kennedy Federal Building,
475 Government Center, Boston, MA 02203
1-800-669-4000 (TTY 1-800-669-6820)

or to the

Massachusetts Commission against Discrimination
Boston Office:
One Ashburton Place, Room 601
Boston, MA 02108
617.994.6000 (TTY 617-994-6196)

PREGNANT WORKERS FAIRNESS ACT

The Cape Cod Collaborative will not discriminate and/or retaliate against any individual on the basis of a pregnancy or related medical condition (such as the need to express breast milk). The Collaborative will provide the employee with reasonable accommodations, including more frequent restroom, food or water breaks, seating, limits on lifting more than 20 pounds, and private non-bathroom space for expressing breast milk. (See "BREAK TIME FOR NURSING MOTHERS" page 22.)

PROFESSIONAL DECORUM

All staff must maintain professional decorum at all times, including non-work time. At no time should staff members make comments that could be construed as demeaning, derogatory or unprofessional concerning the Collaborative programs and/or services, students, parents, Collaborative staff and/or host school staff or outside service agencies. This includes comments posted to social media.

CONFIDENTIALITY

All staff, and in particular non-teaching staff, who are approached by parents or other persons with questions about the Collaborative's programs and/or services, or with specific questions pertaining to students attending Collaborative programs, must direct the questions to the program director or classroom teacher, the appropriate itinerant therapist or to the Executive Director. In particular, information pertaining to specific students must be treated with the utmost confidentiality. The Executive Director shall take appropriate disciplinary action where staff members fail to follow this policy in those instances.

SOLICITATION AND DISTRIBUTION POLICY

Solicitation for any purpose during working time or in working areas is not permitted. You are not permitted to distribute literature in work areas at any time or during working time. Working areas do not include the lunchroom or the parking areas. Solicitation during authorized meal and break periods is permitted so long as it is not conducted in working areas. Employees, however, are not permitted to sell chances (such as raffle tickets), merchandise, or otherwise solicit money or contributions without management approval.

Persons not employed by the Collaborative are prohibited from soliciting or distributing literature on company property at any time.

Working time includes the time assigned for the performance of the soliciting employee's job. Working time does not include break periods and meal times.

BULLETIN BOARDS

The Collaborative's bulletin boards, located inside lounges, are for official notices, which must be posted according to law, work schedules, items of broad interest, and job postings. Human Resources is responsible for all postings. Nothing is to be removed from, or posted to, the bulletin board without prior approval by Human Resources.

POLICY CONCERNING CRIMINAL HISTORY CHECKS

Criminal history checks must, as a matter of state law, be performed on each employee or volunteer, or any subcontractor or laborer, who may have direct and unmonitored contact with children, including any individual who regularly provides school related transportation to children.

Employees will be expected upon request to sign the permission form as prescribed by the Massachusetts Department of Criminal Justice Information Services (DCJIS) in order for a CORI check to be conducted. Such criminal history checks must be performed both prior to hire and no less than every three years during employment.

In addition, employees shall also submit fingerprints for the purpose of a state and national fingerprint-based criminal background check, as authorized by Public Law 92-544. The fee for running the national check will be up to \$55 for licensed educators and specialists and up to \$35 for all others. (The law places the burden for this expense on the employee.)

The Massachusetts Department of Elementary and Secondary Education has partnered with MorphoTrust USA to implement the Statewide Applicant Fingerprint Services (SAFIS) Program. Appointments can be scheduled by calling 1-866-349-8130 or online at www.identogo.com/FP/Massachusetts. The ID number for the Cape Cod Collaborative: 05120000.

Criminal convictions can affect an individual's employment with the Collaborative.

See Appendix II for the Collaborative's background check policies.

Reference:

M.G.L. c. 71, § 38 R

M.G.L. c. 6, § 172

M.G.L. c. 71, § 38 R

ETHICS/CONFLICTS OF INTEREST

Chapter 28 of the Acts of 2009 imposes mandatory education and training requirements on public employers and public employees. The law authorizes the Commission to establish procedures to implement and ensure compliance with these requirements, and these Implementation Procedures are issued pursuant to that authority. The requirements can be summarized as follows:

Every state, county, and municipal employee must be given a summary of the conflict of interest law prepared by the Ethics Commission, and must complete an online training program prepared by the Commission upon hire and once every two years thereafter.

Following is the link to the on-line ethics training: <http://www.muniprogram.eth.state.ma.us/>

Employees must provide a copy of the Certificate of Completion to the HR department within thirty days of hire and once every two years thereafter.

HARASSMENT IN THE WORKPLACE:

STATEMENT OF POLICY: It is the policy of the Cape Cod Collaborative to provide a working environment free from harassment, including sexual harassment. The Collaborative is committed to courteous and considerate treatment of its employees at all times as an accepted standard of behavior. Consequently, the Collaborative is committed to a work atmosphere that is free of tension caused by demeaning or harassing conduct.

Harassment is unwelcome and/or inappropriate conduct based on race, color, ancestry, gender, religion, national origin, sexual orientation, gender identity, military or veteran status, age, disability, pregnancy or related medical condition. Harassment becomes unlawful when enduring the offensive conduct becomes a condition of continued employment, or the conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive. Anti-discrimination laws prohibit harassment against individuals in retaliation for filing a discrimination charge, participating in an investigation, or opposing employment practices they reasonably believe discriminate against individuals, in violation of these laws.

Employees who believe that they have been subjected to harassment on any basis are encouraged to follow the policy below listed for complaints of sexual harassment. Such complaints will be responded to promptly.

SEXUAL HARASSMENT

The Collaborative prohibits sexual harassment by any of its employees, officers, or agents and has set forth a process by which allegations of sexual harassment may be filed, investigated and resolved.

Sexual harassment in the workplace is unlawful, and it is unlawful to retaliate against an employee for filing a complaint of sexual harassment or for cooperating in an investigation of a complaint for sexual harassment.

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

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

PURPOSE: To provide a guideline for recognizing, reporting, and resolving complaints of sexual harassment. Supervisors and managers should gain a more complete understanding of what constitutes sexual harassment in the workplace, how to prevent it or recognize it when it happens, and how it should be handled if a complaint is brought to their attention.

RESPONSIBILITY: Sexual harassment is specifically prohibited by the Collaborative's policies. It is the obligation of each person to report any conduct which violates the standards of the Collaborative -- whether or not the person is a victim, whether the perpetrator is a supervisor, staff member or business invitee, and regardless of the sex of the perpetrator.

This policy applies equally to all individuals working at the Collaborative, male and female. This policy applies to all employment relationships including but not limited to superior / subordinate relationships, peer relationships and relationships between non-staff members and staff members.

All staff members, managers, and supervisors are responsible for ensuring that their behavior is free of sexual harassment or any form of harassment. No individual working at the Collaborative should engage in or encourage harassing behavior.

Managers are responsible for being proactive in ensuring the workplace is free of sexual harassment and for reporting to the Executive Director any claims of harassment reported to them. The Executive Director is responsible for investigating each claim and assisting in resolution of claims of harassment.

DEFINITION OF SEXUAL HARASSMENT:

A. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment.
2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
3. Such conduct had the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

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

The 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 a work place environment that is hostile, offensive, intimidating, or humiliating to male or female workers may also constitute sexual harassment.

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

1. Unwelcome sexual advances -- whether they involve physical touching or not

2. 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
3. Displaying sexually suggestive objects, pictures, cartoons
4. Unwelcome leering, whistling, brushing against the body, sexual gestures, suggestive or insulting comments
5. Inquiries into one's sexual experiences, and
6. Discussion of one's sexual activities

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

PROCEDURE:

The following options are available to an employee who believes that s/he has been the victim of sexual harassment or harassment of any kind:

- A. If the employee can comfortably do so, the employee may inform the person engaging in the harassment that the conduct is offensive and that it must be stopped.
- B. If the employee does not wish to communicate directly with the person or if communication has not brought results, the employee may report the complaint to the Executive Director (418 Bumps River Road, Osterville, MA 02655, 508.420.6950 x 11), or to his/her supervisor, or to any administrative representative with whom the employee feels comfortable talking.
- C. The supervisor to whom incident of harassment has been reported must immediately contact the Executive Director. In the event that the Executive Director is party to the charge of harassment, the supervisor will contact the Human Resource representative or the Secretary to the Board of Directors, who will report the incident to the Chairman of the Board of Directors for the Collaborative.
- D. The Executive Director will arrange for prompt and thorough investigation of all reports and take appropriate steps if an investigation indicates that any employee, officer or agent has engaged in a violation of this policy. Retaliation or threats of retaliation upon this alleged victim will not be tolerated.

PROTECTION FOR VICTIM: The initiation of a complaint in good faith will not have any detrimental effect on the individual's employment compensation or work assignment.

CONFIDENTIALITY: Any investigation into allegations of sexual harassment must be conducted in as confidential a manner as possible. Only those individuals with a need to know should be informed of a complaint. Witnesses identified by the employee should be interviewed individually in circumstances that will encourage candid comments. The employee should be aware that the Collaborative is obligated to investigate each and every report of harassment and will do its best to maintain total confidentiality as long as possible.

DISCIPLINARY PROCESS: An employee who has been found in violation of the Sexual Harassment Policy will be subject to the Collaborative's disciplinary process, up to and including dismissal.

STATE AND FEDERAL REMEDIES:

In addition to the above, if you believe you have been subjected to sexual harassment, you 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 you from filing a complaint with these agencies. Each of the agencies has a short time period for filing a claim (EEOC - 300 days; MCAD - 300 days).

1. The United States Equal Employment Opportunity Commission ("EEOC")
John F. Kennedy Federal Building
475 Government Center
Boston, MA 02203
1-800-669-4000 (TTY: 1-800-669-6820)

2. The Massachusetts Commission Against Discrimination ("MCAD")
Boston Office
One Ashburton Place – Room 601
Boston, MA 02108
(617) 994-6000 (TTY: 617-994-6196)

TERMINATION POLICY:

Employment at the Collaborative is at-will. The period of employment for Collaborative staff is generally for one year at a time. Appointment may be made for shorter periods of time as specified in an individual's employment contract. Employment in one year is in no way a guarantee of employment the following year or for the entire year. Instead, the Collaborative Board will make renewal decisions on a year-to-year or as-needed basis.

During the first ninety (90) work days of a staff member's first year of employment, he /she will be regarded as being on probationary status and may be terminated during the period by the Executive Director or the Collaborative Board for any reason deemed sufficient by the Executive Director or Collaborative Board.

Staff members who are beyond their probationary period may be terminated by the Collaborative Board due to a lack of funds, a change in student enrollment, or a change in programs offered by the Collaborative, so long as notice of termination is given to the individual at least thirty (30) calendar days prior to the effective date of termination.

Staff members who are beyond their probationary period, whose termination during a school year is necessitated in the judgment of the Collaborative Board by problems in job performance, behavior, or other good cause, may be terminated immediately by the Collaborative Board. Such individual will be given written notification of the contemplated action at least forty-eight (48) hours prior to the meeting at which the vote will be taken, and he / she will be allowed to address the Board on his / her behalf prior to the vote. If the meeting is held in the executive session, the other provisions of M. G. L. Chapter 39, Section 23B, shall apply.

The provisions of the preceding three paragraphs shall not apply to decisions over whether to renew or rehire a staff member for the following year.

In addition, either Employee or the Board of Directors may terminate the Contract. However, such termination must be preceded by a written notice of Thirty (30) Days - Sixty (60) Days in July or August. Waiver of the termination notice requirement may be granted if both employer and employee agree to such waiver.

Employees may be disciplined or suspended either by the Executive Director or by the Collaborative Board of Directors.

LEAVE POLICY

A. SICK LEAVE POLICY:

Sick leave is a benefit provided by Cape Cod Collaborative's Board of Directors, which is earned by full time employees for work absences caused by **personal illness or disability** or to comply with the quarantine regulations of any Municipal, State or Federal health department.

To be eligible for compensated sick leave, the **employee must report** absence due to his / her illness or injury to the Office of the Executive Director (508-420-6950 x 1110), or the Director's designee, **at least 1 hour prior to the scheduled start time on THE FIRST DAY OF THE ILLNESS OR INJURY and each day thereafter.**

Contracted employees will be entitled to earn fifteen (15) sick leave days per year if employed in a full-time capacity on a twelve or ten month annual contract. Other contracted employees working less than full time will receive prorated benefits.

Accrual of sick leave entitlements shall be applied on the first day of each month beginning with the month following the first full month of employment. Twelve month employees earn 1.25 sick leave days per month and ten month (school year) employees earn 1.50 days per month.

Contracted employees in continuing employment on a full-time basis beyond ninety days shall be credited with the unused portion of sick leave as provided for under this policy and may accumulate such leave up to a maximum of 180 days.

If an employee becomes ill (as stated in the first paragraph of this section) and **HAS NOT ACCRUED** sick leave for the time he/she shall be unable to fulfill his/her work obligations, the employee shall be placed on **LEAVE WITHOUT PAY** for the period of time he/she is ill. However, if at the **END** of the school year the employee has accrued sick leave that will cover the period he/she was on leave without pay **BECAUSE OF AN ILLNESS**, the employee may make a written request to the Executive Director to apply the accrued sick days toward the period of absenteeism in question for the purpose of being compensated at a rate determined by calculation of the per diem rate of his/her salary.

Hourly Employee Sick Time Accrual: Per Collaborative policy, hourly employees will accrue one (1) hour of paid sick time for every thirty (30) hours worked. (Refer also to the 2016-2017 Transportation Handbook, pages 21 and 22.)

A doctor's certificate may be requested by the employee's supervisor or the Executive Director from any employee who is absent in excess of three (3) consecutive working days.

SICK LEAVE BANK

The Sick Leave Bank is a means of providing additional protection to full-time employees in good standing who have exhausted their accrued sick leave and have themselves suffered serious illness and / or disability. Participation in the Sick Leave Bank is voluntary. In order to participate, the employee must agree to donate a number of hours equivalent to the employee's usual work day to the sick bank. These hours will be deducted from the employee's available sick time and added to the Sick Leave Bank prior to October 1st.

To be eligible to withdraw from the Sick Leave Bank, the employee must:

- Be in good standing,
- Have exhausted his/her sick leave and have **themselves** suffered **serious illness** and/or **disability**,
- Request in writing through the Executive Director a specific amount of sick leave (not to exceed 25 days) to cover a specific period of his/her illness,
- Include adequate medical evidence of illness or incapacitation and an explanation of the employee's use of the sick leave accrued during the current school year,
- Reapply to the sick bank, if necessary, should additional time be required.

The Sick Leave Bank shall be administered by a Team consisting of

- One Teacher
- One Therapist
- One Paraprofessional
- The Executive Director
- The Business Manager
- Human Resources/Personnel

The Team shall decide on all requests for sick leave from the Sick Leave Bank and will provide a written determination to the employee. The Team's decision may be appealed in writing to the Board of Directors.

In no case will an employee be able to draw an amount of time which exceeds the amount in the bank.

Full time employees will receive an annual accounting of the total number of sick leave days accumulated by them as of June 30th of each year. This accounting will be made on or before the following September 15th.

B. PERSONAL LEAVE:

Subject to the discretion of the Executive Director, full-time employees **may** be granted two days of leave for personal business annually without loss of pay and on a non-cumulative basis. Except in cases of emergency, requests for such leave must be submitted in writing to the Director at least five (5) work days in advance. Personal leave will be considered only for the purposes of personal business which cannot be addressed at any other time. **A request to use a personal day(s) to extend weekends, vacations, etc., will not be approved.**

(Transportation Employees: refer to the 2016-2017 Transportation Handbook, page 22.)

C. BEREAVEMENT LEAVE:

A full-time employee may be granted a leave of absence not to exceed three days, without loss of pay, as a result of a death of a member of the employee's immediate family, which is defined to mean the employee and his/her spouse, and their parents, children, brothers and sisters.

D. LEAVE WITHOUT PAY:

It is understood that absences of staff members during the school year create disruptions and hardships to the Collaborative's educational program and the delivery of itinerant services. Therefore, leaves of absence of any duration, above and beyond those spoken of herein, are entirely at the discretion of the Cape Cod Collaborative Board of Directors, and will be granted only for reasons which are, in the judgment of the Board, compelling.

No leaves of absence, whether with or without pay, will be granted for employees' vacation plans because adequate vacation time is afforded all employees during scheduled breaks in the school year.

E. MILITARY LEAVE:

A full-time employee may be granted military leave, without pay, in order to serve in any branch of the Armed Forces of the United States. A full-time employee may be granted a leave of absence, without pay, to serve an annual tour of duty as a member of a reserve component of the Armed Forces of the United States.

F. JURY DUTY:

Upon receipt of notification from the state or federal courts of an obligation to serve on a jury, the employee should complete and submit a Leave Request form and attach a copy of the jury summons. Upon completion of jury service, the employee must submit verification of days served to the Human Resources Department. Jury duty will not be deducted from Leave with Pay. The Cape Cod Collaborative will pay your regular wages for the first three days that the employee serves on jury duty in state court. For jury service in federal court or for jury duty longer than three days, the Cape Cod Collaborative will pay the difference between jury duty pay and the employee's regular pay for each day spent serving on jury duty. To receive this extra pay, employees must submit a copy of the jury service compensation check to the Human Resources Department. This amount will then be deducted from the employee's regular paycheck and the balance paid to the employee. Extra pay for jury service is limited to a total of three weeks in a calendar year for non-exempt employees and classroom staff, including teachers.

G. SABBATICAL LEAVE WITHOUT PAY:

A leave of absence without pay for up to one (1) year to pursue graduate studies may be considered by the Board of Directors, upon recommendation of the Executive Director, for an employee with three (3) or more years of continuous service with the Collaborative. The Board will consider only such a request that is deemed to contribute to the professional growth of the employee and is in the best interest of Cape Cod Collaborative. A major consideration for the Board will be its ability to find a qualified substitute for the employee for the period of the leave. The employee who is granted the leave must notify the Collaborative by April 15th during the leave whether he/she is returning the following school year or he/she will be taken to have resigned his/her position.

As a condition of receiving said leave, the individual needs to submit a signed statement acknowledging the terms of the preceding sentence.

H. FAMILY MEDICAL LEAVE ACT (FMLA)

Leave Entitlements

The Collaborative complies with all of its responsibilities under the Massachusetts parental leave law, M.G.L. 149, section 105D and with the Family and Medical Leave Act (FMLA). The FMLA entitles eligible employees to take up to 12 weeks of unpaid, job-protected leave in a 12 month period for the following reasons:

- The birth of a child or placement of a child for adoption or foster care,;
- To bond with a child (leave must be taken within 1 year of the child's birth or placement);
- To care for the employee's spouse, child, or parent who has a qualifying serious health condition;
- For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job;
- For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent.

An eligible employee who is a covered service member's spouse, child, parent, or next of kin may also take up to 26 weeks of FMLA in a single 12 month period to care for the service member with a serious injury or illness.

An employee does not need to use leave in one block. When it is medically necessary or otherwise permitted, employees may take leave intermittently or on a reduced schedule. Leave taken for the birth, adoption, or foster care placement of a son or daughter, and in order to bond with that child, must be completed within 12 months of the child's birth, adoption, or foster care placement and may not be used intermittently unless agreed to by the Collaborative.

Employees may choose, or an employer may require, use of accrued paid leave while taking FMLA leave. If an employee substitutes accrued paid leave for FMLA leave, the employee must comply with the employer's normal paid leave policies.

Benefits and Protections

While employees are on FMLA leave, employers must continue health insurance coverage as if the employees were not on leave.

Upon return from FMLA leave, most employees must be restored to the same job or one nearly identical to it with equivalent pay, benefits, and other employment terms and conditions.

An employer may not interfere with an individual's FMLA rights or retaliate against someone for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

Eligibility Requirements

An employee who works for a covered employer must meet three criteria in order to be eligible for FMLA leave. The employee must:

- Have worked for the employer for at least 12 months*;
- Have at least 1,250 hours of service in the 12 months before taking leave*; and
- Work at a location where the employer has at least 50 employees within 75 miles of the employee's worksite.

*The Collaborative will look back 12 months from the request date for the purposes of determining leave eligibility.

Requesting Leave

Generally, employees must give 30-days' advance notice of the need for FMLA leave. If it is not possible to give 30-days' notice, an employee must notify the employer as soon as possible and, generally, follow the employer's usual procedures.

Employees do not have to share a medical diagnosis, but must provide enough information to the employer so that it can determine if the leave qualifies for FMLA protection. Sufficient information could include informing an employer that the employee is or will be unable to perform his or her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must inform the employer if the need for leave is for a reason for which FMLA leave was previously taken or certified.

Employers can require a certification or periodic recertification supporting the need for leave. If the employer determines that the certification is incomplete, it must provide written notice indicating what additional information is required.

Employer Responsibilities

Once an employer becomes aware that an employee's need for leave is for a reason that may qualify under the FMLA, the employer must notify the employee if he or she is eligible for FMLA leave and, if eligible, must also provide a notice of rights and responsibilities under the FMLA. If the employee is not eligible, the employer must provide a reason for ineligibility.

Employers must notify its employees if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

Enforcement

Employees may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may bring a private lawsuit against the employer.

The 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.

I. PARENTAL LEAVE

Under Massachusetts Law, employees who have completed the initial probationary period as a full-time employee, or, has been employed by the same employer for at least 3 consecutive months, are entitled to 8 weeks of parental leave for the purpose of giving birth or for the placement of a child under the age of 18, or under the age of 23, if the child is mentally or physically disabled, for adoption with the employee who is adopting or intending to adopt a child. Employees may use accrued paid leave while taking parental leave.

Employees intending to take parental leave shall provide at least two (2) weeks' notice of the expected departure date, and notice of intent to return, to the Collaborative, or as soon as practicable if the delay is for reasons beyond the employee's control.

Two employees of the same employer shall only be entitled to 8 weeks of parental leave in aggregate for the birth or adoption of the same child.

Employees are entitled to return to the same or a similar position without loss of employment benefits for which he/she was eligible on the date her leave commenced. (The guarantee of a same or similar position is subject to certain exceptions specified in M.G.L. c.149 s/s 105D.)

Accrued sick leave benefits shall be provided for parental leave purposes under the same terms and conditions that apply to other temporary medical disabilities.

Any employer policy or collective bargaining agreement that provides for greater or additional benefits than those outlined in this notice shall continue to apply.

J. DOMESTIC VIOLENCE LEAVE (M.G.L. c.149 §52E.):

Qualified employees of the Collaborative are entitled to up to fifteen (15) days of leave during any 12-month period to address an abusive situation. An employee qualifies where:

- The employee receives wages or any other remuneration;
- The employee is or has a family member who is a victim of abusive behavior;
- The employee is using the leave from work for a qualifying purpose; and
- The employee is not the perpetrator of the abusive behavior against the employee's family member.

Employees will be required to exhaust all available leave (sick, personal, vacation, etc) before the employee may take advantage of this leave. Once available leave has been exhausted, leave under the Domestic Violence Leave Act (DVLA) will be unpaid.

The Collaborative will not take negative action against an employee for taking an unscheduled absence if the employee, within 30 days from the unauthorized absence, or within 30 days from the last unauthorized absence in the instance of consecutive days of unauthorized absences, provides qualifying documentation.

It is the employee's responsibility to provide advance notice that the employee is requesting or taking leave under the Domestic Violence Leave Act (DVLA), except that:

- In cases of imminent danger to the employee's health or safety, or in cases of imminent danger to the health or safety of the employee or a family member, the employee must provide notice within 3 workdays that leave was taken or being taken under the DVLA. This notice may be given to the Collaborative by the employee, a family member, the employee's counselor, social worker or health care worker, member of the clergy, shelter worker, legal advocate, or other professional who has assisted the employee in addressing the effects of the abusive behavior.

The employee must provide documentation within a reasonable time evidencing that:

- The employee, or family member, is a victim of abusive behavior;
- The employee is using the leave from work for a qualified purpose; and
- The employee is not the perpetrator of the abusive behavior against the employee's family member.

The Cape Cod Collaborative will keep all information related to the employee's leave under DVLA confidential, except to the extent that disclosure is:

- Requested or consented to, in writing, by the employee;
- Ordered to be released by a court of competent jurisdiction;
- Otherwise required by applicable state or federal law;
- Required in the course of an investigation authorized by the attorney general; or
- Necessary to protect the safety of the employee or others employed at the Collaborative.

Documentation provided by the employee will be maintained in the employee's employment record *only for as long as required for the employer to make a determination whether the employee is eligible for leave under this section.*

The Collaborative will comply with all other general or special laws, including but not limited to G.L. C. 258B (concerning victim's rights) and G.L. c. 268, sec. 14B (concerning protection of victims' or witnesses' who appear in court).

K. "SMALL NECESSITIES" LEAVE:

Eligible employees may take up to 24 hours of leave in any 12-month period for any of the following purposes:

- To participate in school activities directly related to the educational advancement of a son or daughter of the employee, such as parent-teacher conferences or interviewing for a new school;
- To accompany the son or daughter of the employee to routine medical or dental appointments, such as check-ups or vaccinations;
- To accompany an elderly relative of the employee to routine medical or dental appointments or appointments for other professional services related to the elder's care, such as interviewing at nursing or group homes.

To be eligible, employees must have been employed by the Collaborative for at least 12 months, and have provided at least 1,250 hours of service to the employer during the previous 12-month period. The Collaborative will look back 12 months from the date of the request to determine eligibility.

To be entitled to the leave period, employees must provide notice. If the need for leave is foreseeable, the employee must request the leave at least 7 days in advance. If the need is not foreseeable, the employee must notify the employer as soon as is practicable.

“Small Necessities” Leave will be unpaid, unless the employee chooses to use available vacation, personal or sick leave.

L. BREAK TIME FOR NURSING MOTHERS:

The Cape Cod Collaborative will provide a reasonable amount of break times to express milk as frequently as needed by the nursing mother, for one year after the child’s birth. The Collaborative will provide a private, non-bathroom place that is shielded from view and free from intrusion from coworkers and the public, which may be used by the employee to express breast milk.

M. VETERANS AND MEMORIAL DAY:

An employee who is a veteran is entitled to be granted leave to participate in Veterans Day and Memorial Day events. Employee veterans are entitled to leave “of sufficient time to participate” in an event that takes place in the veteran’s “community of residence.”

N. OTHER LEAVE:

A full-time employee may be granted a leave of absence, without pay, for exceptional circumstances not covered in the above policy.

SMOKE-FREE WORKPLACE POLICY

The Cape Cod Collaborative maintains a smoke-free working environment. Conclusive evidence exists that tobacco use is a pervasive health problem in the United States. Smoking inside enclosed buildings used as schools and inside school buses or other vehicles used to transport pupils is prohibited by the Massachusetts Smoke-Free Workplace Law (M.G.L. Ch. 270 §22).

Smoking on school grounds or at school sponsored events is prohibited by the Massachusetts Educational Reform Act. (M.G.L. ch. 71 §§ 2A, 37H).). Section 13 (c) of M.G.L. Chapter 94G prohibits the consumption of marijuana in public places and anywhere the smoking of tobacco is prohibited.

DRUG-FREE WORK POLICY

Employees are expected and required to report to work on time and in appropriate mental and physical condition to work. It is the intent of the Cape Cod Collaborative to provide a drug-free, healthful, and secure work environment. For the purposes of this policy, alcohol and marijuana will be considered drugs.

The unlawful manufacture, distribution and dispensation, possession, or use of a controlled substance on the Cape Cod Collaborative premises, or while conducting Collaborative business off school premises, is absolutely prohibited. Violation of this policy will result in disciplinary action, up to and including termination, and may necessarily involve legal action.

As mandated by the Drug-Free Workplace Act of 1988, employees must, as a condition of employment, abide by the terms of the above policy and report any conviction under a criminal drug statute of violations occurring on or off school premises while conducting Collaborative business. A report of a conviction must be made within five (5) days after the conviction.

The Collaborative recognizes drug dependence as an illness and a major health problem. The Collaborative also recognizes drug abuse as a potential health, safety and security problem. Employees needing help in dealing with such problems are encouraged to use any assistance programs and health insurance plans, as appropriate. Conscientious efforts to seek help will not jeopardize an employee's job.

The Collaborative offers an Employee Assistance Program (EAP). This program provides employees and their family with confidential professional assistance to help resolve personal problems, including issues with drugs and alcohol.

Educators' EAP
1-800-252-4555 or 1-800-225-2527

All employees will be notified by published statement that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Cape Cod Collaborative and, further, that employees found in violation of such prohibition will be subject to discipline up to and including termination and/or shall be required to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement or other appropriate agency.

It shall be the policy of the Cape Cod Collaborative to implement the procedures required and placed on file with Federal authorities entitled Certification Regarding Drug-Free Workplace Requirements Grantees Other Than Individuals.

All employees will:

- A. Be advised of the dangers of drug abuse in the workplace;
- B. Be advised that the Cape Cod Collaborative intends to maintain a drug-free workplace.
- C. Be provided with information regarding available drug counseling rehabilitation and/or employee assistance programs for substance abuse; and
- D. Be advised that penalties shall be imposed upon employees for drug abuse violations occurring in the workplace.

In 1989, the federal Drug-Free Schools and Communities Act Amendments of 1989 were passed which require that each local educational agency (LEA) certify that it has adopted and implemented a program to prevent the use of illicit drugs and alcohol by students and employees in order to remain eligible to receive any federal funds of any sort. Regulations further set out the requirements of this law.

A certifiable program is defined by the Federal regulations to include:

1. Age-appropriate, developmentally based drug and alcohol education and prevention programs for students in all grades from early childhood level through grade 12;
2. Conveying to students that use of illicit drugs and the unlawful possession and use of alcohol is wrong and harmful;
3. Standards of conduct that are applicable to students and employees that clearly prohibit the unlawful possession, use, or distribution of illicit drugs and alcohol on school premises or as part of any of its activities;
4. A clear statement that sanctions, up to and including expulsion or termination of employment and referral for prosecution, will be imposed on students and employees who violate the standards of conduct and a description of those sanctions;
5. Information about any available drug and alcohol counseling, rehabilitation, and re-entry programs that are available to students and employees;
6. A requirement that parents, students, and employees be given copy of the standards of conduct and statement of sanctions;
7. Notifying parents, students, and employees that compliance with required standards of conduct is mandatory; and
8. A biennial review by the LEA applicant of its program to determine its effectiveness, Implement changes if needed, and ensure that the sanctions are consistently enforced.

ALCOHOL AND DRUG POLICY

A. General

This section applies to all employees of the Cape Cod Collaborative (CCC) whether or not they are also subject to the requirements of the Omnibus Transportation Employee Testing Act of 1991.

The CCC employee designated to answer questions about this policy is the Human Resources/Personnel Coordinator. This employee can be contacted at 508-420-6950 x 1122.

The CCC has a strong commitment to its employees to provide a safe work place and to establish programs promoting high standards of employee health. Consistent with the spirit and intent of this commitment, the CCC has established this policy regarding drug, alcohol and marijuana use or abuse. Our goal is to establish and maintain a work environment that is free from the effects of alcohol and drug use.

While the CCC has no intention of intruding into the private lives of its employees, the CCC does expect employees to report for work in condition to perform their duties. The CCC recognizes that employee off-the-job as well as on-the-job involvement with drugs, alcohol, and marijuana can have an impact on the work place and on our ability to accomplish our goal of an alcohol and drug-free environment. All of the employees of CCC are employees at will and thus may be terminated for any reason at any time.

The following is the Collaborative policy:

1. The use, sale or possession of alcohol, marijuana, narcotics, drugs, or controlled substances while on the job or on the property of CCC or a member district is an offense warranting discharge. Any illegal substances will be turned over to the appropriate law enforcement agency.
2. Employees who are under the influence of alcohol, marijuana, narcotics, drugs or controlled substances, either on the job or when reporting for work, or who possess or consumes alcohol, marijuana, or drugs during work hours, have the potential for interfering with their own, as well as their co-workers', safe and efficient job performance. Consistent with existing CCC practices, such conditions will be cause for termination of employment.
3. Off-the-job drug use or activity which could adversely affect an employee's job performance or which could jeopardize the safety of other employees, students, the public, or CCC property or equipment will be cause for termination of employment.
4. Employees who are involved with off-the-job drug use or activity shall be considered in violation of this policy and may be terminated from employment.
5. Some of the drugs which are illegal under federal, state or local laws include, among others, marijuana, heroin, hashish, cocaine, hallucinogens, and/or depressants not prescribed for current personal treatment by a licensed physician.
6. Employees are expected to follow any directions of their health care provider concerning prescription medications, and must immediately notify their supervisor if any prescription drug is likely to have an impact on job performance. In addition, notification must be given at the time of any testing or screening as to any drugs or medicine being taken.
7. Any employee, while on the property of CCC or a member district, or during that employee's work shift, including without limitation all breaks and meal periods, who consumes or uses, or is found to have in his or her personal possession, in his or her locker or desk or other such repository, alcohol, marijuana, or drugs, will be suspended immediately pending further investigation. If use or possession is substantiated, the employee may be discharged.

8. If an employee chooses to notify the CCC or request assistance from the CCC regarding an alcohol, marijuana, or drug problem, that notice or request will not jeopardize his or her continued employment, provided the employee stops any and all involvement with the substance being abused and maintains adequate job performance.

B. ALCOHOL AND DRUG TESTING

As noted below, portions of this section apply to all employees, other portions apply to all drivers, and other portions apply only to drivers operating under a commercial driver's license ("CDL"). The testing of such CDL drivers is required by the Omnibus Transportation Employee Testing Act of 1991.

TYPES OF TESTS THAT WILL BE ADMINISTERED:

1. Pre-Employment Testing for Controlled Substances and Alcohol. All successful applicants for initial employment in the CCC Transportation Department, as well as any employee who moves into a position as a driver, will be subject to testing. All applicants who test positive for either drugs or alcohol will not be offered employment with the Cape Cod Collaborative.
2. Post-Accident. All CDL and 7Ddrivers shall be tested after accidents where there has been a citation for a moving violation, or where there has been a fatality even if the driver is not cited for a moving traffic violation, or when there has been bodily injury to any person who as a result of the injury is administered medical treatment away from the accident scene, or if one of the vehicles in the accident is disabled. Test for alcohol use shall usually be conducted within two (2) hours, but in no case more than eight (8) hours of the accident; tests for controlled substances shall be performed as soon as practicable but in no case more than 32 hours after the accident. Employees must refrain from all alcohol, marijuana, and controlled substance use until the test has been completed.

Employees are obligated to cooperate in such testing or they will be deemed to have refused the test. It is the employee's responsibility to make him/herself available for testing. Generally, the employee will be accompanied to/from the testing site by a Collaborative employee/supervisor. DOT regulations permit employers to use blood, breath, or urine test results that have been obtained by federal, state or local officers having independent authority to perform the tests in order to satisfy testing requirements.

3. Reasonable Suspicion. An employee (not limited to drivers) may be tested when a supervisor or manager observes behavior, speech, appearance or odor that leads to a reasonable suspicion that the employee has violated this drug and alcohol policy. **Any suspicion or documented concern should immediately be brought to the attention of the Executive Director.**
4. Random. All drivers (not limited to CDL drivers) shall be tested for the use of alcohol and controlled substances on a random, unannounced basis just before, during or after performance of safety sensitive functions. Each year, the number of random alcohol tests conducted by the CCC will equal at least 25% of all the

covered employees, and random drug tests conducted by the CCC will equal at least 50% of all covered employees.

C. CONDUCTING TESTS

All tests will be conducted through a facility that has been certified by the U.S Department of Health and Human Services ("DHHS") and in compliance with the regulations that have been promulgated by the U.S. Department of Transportation (DOT). Any refusal to participate in any of the types of alcohol and/or drug tests authorized in this policy will be treated as indicative of a positive result. If there is any evidence that an employee has tampered with a sample, such conduct shall be treated as a refusal to participate in testing for purposes of imposing discipline.

1. Alcohol. An employee is tested for alcohol consumption using an evidential breath-testing (EBT) device. DOT regulations require two tests, a screening and a confirmation test. If the initial screening test has a result of less than .02 alcohol concentration, then the test is considered negative. If the employee's result reveal a concentration greater than .02, a confirmation test will be performed. An employee's refusal to sign the breath alcohol testing form, perform the test, or otherwise fail to cooperate shall be deemed a refusal to test. In addition, blood alcohol testing can be used in reasonable suspicion and post-accident testing when an employee cannot provide adequate breath or an EBT device is not available.
2. Drug. Drug testing is conducted by analyzing a driver's urine specimen, and must be conducted through a U.S. Department of Health and Human Services certified facility. Specimen collection procedures and chain of custody requirements ensure that the specimen's security, proper identification and integrity are not compromised. DOT rules require a split specimen procedure. Each urine specimen is subdivided into two bottles, labeled as "primary" and "split". Both bottles are sent to the laboratory. Initially, only the primary specimen is opened and used for the urinalysis. The split specimen remains sealed at the laboratory. If the analysis of the primary specimen confirms the presence of an illegal controlled substance, the driver has 72 hours to request that the split specimen be sent to another DHHS certified laboratory for analysis. Testing is conducted using a two-stage process. First, a screening test is performed. If the test is positive for one or more of the drugs, a confirmation test is performed for each identified drug. Sophisticated testing requirements ensure that over-the-counter medications or preparations are not reported as positive results. All drug tests are reviewed and interpreted by a physician designated as Medical Review Officer (MRO) before they are reported to the employer. If the laboratory reports a positive result to the MRO, the MRO will contact the driver and conduct an interview to determine if there is an alternative medical explanation for the drugs found in the urine specimen. For all the drugs listed above, except PCP, there are some limited, legitimate medical uses that may explain a positive test result. If MRO determines that the drug use is legitimate, the test will be reported to the CCC as a negative result.

D. CONSEQUENCES OF A NEGATIVE DILUTE ALCOHOL/DRUG TEST RESULT

An Employee whose alcohol/drug test results in a Negative Dilute will be automatically retested.

E. CONSEQUENCES OF A POSITIVE ALCOHOL/DRUG TEST RESULT

Employees (not limited to drivers) who test positive for alcohol or drug use may be terminated.

If a DOT regulated employee tests positive, refuses a test, or violates DOT drug and alcohol rules, the employee will be immediately removed from DOT-regulated functions. The employee will not be permitted to return to performing DOT regulated safety-sensitive duties until he/she has:

- Undergone evaluation by a Substance Abuse Professional (SAP);
- Successfully completed any education, counseling or treatment prescribed by the SAP prior to returning to service; and
- Provided a negative test result for drugs and/or a test result of less than 0.02 for alcohol (return to duty testing).
- If employee is allowed to return to a safety-sensitive job, the employee will be subject to unannounced testing for drugs and/or alcohol no less than 6 times during the first 12 months of active service, with the possibility of unannounced testing for up to 60 months (as prescribed by the SAP).

The Collaborative is under no obligation to return any employee to work after testing positive for alcohol and/or drugs.

F. INFORMATION

All current and new employees will receive a copy of this policy (which may be part of the Employee Handbook) and must sign a Confirmation of Receipt.

G. EMPLOYEE CONVICTION/DISPOSITION REPORT

BY LAW, THIS REPORT MUST BE FILED WITH THE COLLABORATIVE DIRECTOR NO LATER THAN FIVE DAYS FOLLOWING ANY CONVICTION (INCLUDING PLEAS OF GUILTY, NOLO CONTENDERE, OR ANY OTHER DISPOSITION WHICH DOES NOT RESULT IN ACQUITTAL, OF VIOLATING A CRIMINAL DRUG STATUTE ARISING FROM WORK-PLACE CONDUCT. FAILURE TO SO REPORT TO THE COLLABORATIVE DIRECTOR WITHIN FIVE DAYS MAKES YOU LIABLE TO DISCIPLINARY ACTION, UP TO AND INCLUDING TERMINATION.

TECHNOLOGY ACCEPTABLE USE POLICY

Information and communication technologies (ICT) are essential for success in a 21st century learning environment. To ensure that ICT resources remain available and in working order, the Cape Cod Collaborative has established an Acceptable Use Policy.

Internet Use and ICT Access

Internet access is available in the Cape Cod Collaborative offices and schools for the purpose of educational communication and research and for administrative organizational purposes. Communications via ICT resources are often public in nature. It is expected that users will act in a responsible and legal manner in accordance with Collaborative standards, as well as with state and federal laws.

Employees are expected to use technology, including personal devices while on Collaborative online resources, internet, learning and data systems, and social media sites, appropriately at all times. Employees are expected to use appropriate judgement and caution in communication concerning students and staff to ensure personally identifiable information remains confidential.

No Expectation of Privacy

The Cape Cod Collaborative retains control, custody and supervision of all Collaborative information technology owned, leased, or paid for by the Collaborative. The Collaborative reserves the right to monitor all computer, internet, email, and telephone activity by employees and other system users. Employees have no expectation of privacy in their use of school information technology, including email messages and stored files. These may be considered public documents or student records.

Network Security

It is critically important that users take care to avoid compromising the security of the network. Users should never share their passwords with anyone else.

Users should take reasonable precautions to prevent the introduction of a computer virus. Never download programs from the internet or from questionable sources. Do not open emails, or attachments to emails, unless from a recognized source.

Ethical & Responsible Use

- All distributed content shall follow standards for ethical behavior, respecting intellectual property rights.
- Users will refrain from using proxy gateways, or similar technologies, to bypass ICT monitoring and filtering.
- Users will refrain from sending any form of communication that breaches the Collaborative's confidentiality requirements, or the confidentiality of students.
- Users will refrain from sending any form of communication that harasses, threatens or is discriminatory.
- Users will refrain from accessing any material that is obscene, harmful to minors, or prohibited by law.
- Under no circumstances is it permissible for employees to acquire access to confidential data unless such access is required by their jobs.

BULLYING REPORTING RESPONSIBILITIES

Definition of “Bullying”:

“Bullying”, the repeated abuse by one or more students or by a 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 extracurricular activity or paraprofessional of written, verbal or electronic expression or a physical act or gesture or any combination thereof, directed at a student victim that: (i) causes physical or emotional harm to the victim or damage to the victim’s property; (ii) places the victim in reasonable fear of harm to himself or of damage to his property; (iii) creates a hostile environment at school for the victim; (iv) infringes on the rights of the victim at school; or (v) materially and substantially disrupts the education process or the orderly operation of a school. “Bullying” also includes “Cyber-bullying.”

Bullying, or suspicion of bullying, must be reported immediately to the Program Director and to the Administration Office.

Collaborative bullying policies can be found on the Collaborative’s website:

<http://www.capecodcollaborative.org/index.cfm/programs/cape-cod-collaborative-bullying-prevention-and-intervention-plan/cape-cod-collaborative-bullying-prevention-and-intervention-plan/>

<http://www.capecodcollaborative.org/index.cfm/programs/star-program/star-program-bullying-policy/star-program-bullying-policy/>

<http://www.capecodcollaborative.org/index.cfm/programs/waypoint-academy-alternative-education/waypoint-academy-alternative-education-bullying-policy/waypoint-academy-bullying-policy/>

Mandated Reporting of Suspected Child Abuse:

Under Massachusetts General Laws Chapter 119, Section 51A, 51G, any public or private school teacher, educational administrator, guidance or family counselor, nurse or social worker, as well as certain other professionals who in their professional capacity have reasonable cause to believe that a child under eighteen years is suffering serious physical or emotional injury resulting from abuse by a caretaker, including sexual abuse, malnutrition or neglect must report such conditions to the Department of Child and Family Services (DCF). For students 18 + with disabilities, Disable Persons Protection Commission (DPPC) may be notified.

CCC staff will be vigilant to signs and symptoms of suspected abuse/neglect and carefully document objective data that is directly witnessed that may indicate a reportable situation. With due respect given to maintain confidentiality, the school nurse will conference with the Program Director or other designated staff. Together a decision will be made as to the appropriateness of filing a 51A with DCF, DPPC, and or other necessary agencies (ESE, DDS, DMH, etc.).

CCC Staff receive annual training in definitions and policies related to suspected abuse and mandated reporting. It is not the responsibility of staff to prove a child has been abused and/or neglected or to determine whether the child is in need of protection.

INFECTION CONTROL

- Purpose:** This information is intended to educate and guide the staff of the Cape Cod Collaborative in infection control.
- Goal:** To protect students and staff from exposure and transmission of infectious diseases.
- Method:** Presentation of Universal Precautions as an approach to infection control where all human blood and human body fluids are treated as if known to be infected. They are all "universal" because they refer to steps that need to be taken in ALL cases, not only when a staff member or student is known to be a carrier.
- Exposure Risk:** You are at risk of potential occupation exposure if, in your job, you can reasonably anticipate skin, eye, mucous membrane or contact with blood or other potentially infectious materials (i.e., sputum, feces, vomitus, urine, saliva).
- Information And Training:** The Infection Control policy of the Cape Cod Collaborative will be updated on a yearly basis and shared with each employee. A reference person on staff will be made available for questions and consult.
- Hepatitis B Vaccination:** It is recommended that all employees receive a Hepatitis B Vaccine. You should consult with your doctor regarding this issue. The Collaborative office can give you more information.

HANDWASHING

Proper hand washing is crucial in preventing staff and students from the transmission of infectious diseases. At times, running water may not be available. Transportation and classroom staff are provided with cans of foaming antiseptic cleanser. This is to be used when hand washing is not immediately feasible. Remember to follow up with proper hand washing as soon as possible.

Wash hands before and after contact with students, after touching objects that are contaminated, after cleaning up spills, after glove removal, before taking breaks and at the end of the workday.

Wash hands using soap and water. Rub hands vigorously together for at least ten seconds. Rinse thoroughly under running water. Dry hands with paper towels. Turn off faucet with dry paper towel and discard.

Remember, hand washing is your first and best line of defense!

Anti-bacterial hand-wash containers are in each vehicle for use by the driver and monitor.

PERSONAL PROTECTIVE EQUIPMENT

PERSONAL PROTECTIVE EQUIPMENT (PPE) is another means of reducing the risk of infectious diseases. It is recommended that the employee utilize this equipment in a consistent manner. PPE is recommended for use in the classroom: disposable gloves for all, eye protection in the form of goggles where indicated and the use of disposable under pads (i.e., Chux).

Gloves should be worn when potential body fluid contact is anticipated. These instances include contact with blood, mucous membranes, non-intact skin, feces, urine, and respiratory secretions. Wear gloves when diapering, cleansing, bandage changers, when providing mouth care, and when doing suctioning and trach care. You will also want to wear gloves if you have open sores on your hands when you are cleaning up the environment. Dispose of gloves after each use. Do not reuse. Wash hands after wearing gloves.

CLEAN UP OF SPILLS

Avoid using bleach, if possible. Utilize the concentrated green cleaner provided by the Collaborative. Spray surfaces as indicated. Use bleach only when necessary in a well-ventilated area, away from students/staff with asthma and other respiratory diseases.

Potentially infectious spills should be cleaned up immediately. This will decontaminate the area. Using gloves, mop up spills with paper towels and discard. Cleanse the surface with a fresh solution of bleach and water.

Everyday Solution:	1 tbsp. Bleach/1gallon of water
Potty-Chairs:	1 tbsp. Bleach/1quart of water
Blood, vomitus and excretion spills:	1 part bleach/10 parts water

LAUNDRY

- Do not wash items in the campus' washer that are soiled with urine, feces, blood, or other body fluids. The washer should be used for general laundering purposes only.
- Any soiled items should be placed in a plastic bag and sent home for laundering.
- If laundry is to be washed, it should be transported in a plastic bag and washed in hot water (at least 160 degrees) using ordinary laundry detergent.

DISPOSAL OF WASTE

All disposable items, contaminated with body fluids should be discarded into plastic bags, tightly closed, bagged a second time, and finally disposed of. Use gloves when emptying trash.

Needles and other sharps should be properly disposed of in the sharp container in your host school's nurse's office. Do not recap your needles, instead, place in a safe, covered container for transport to the nurse's office.

ACCIDENTAL EXPOSURE

Accidental exposure to infectious material can and does occur. In this instance, the following is recommended:

- Wash the area immediately with soap and water

- If the exposure is in the eye or mouth, flush the area generously with water
- Document the incident in detail on an incident form and send it to the office
- Contact your private physician for follow up.

PREGNANT WOMEN

Pregnant employees are not at a higher risk for contracting infectious disease than other employees are. However, the transmission of certain diseases can have an adverse outcome on the child. The conscientious use of Universal Precautions greatly reduces the risk of transmission.

ADDITIONAL TIPS

1. Do not use cloth towels for drying food contact surfaces.
2. Keep sponges in bleach solution between uses.
3. Label toothbrushes and personal items.
4. Do not use a common basin for washing (ADL's).
5. Touch silverware by handles only.

SUMMARY: The aforementioned measures are intended to decrease the risk of exposure to care providers and students. These approaches are based on the concept of Universal precautions. It requires that all personnel consider every person, all blood and most body fluids to be a potential carrier of infectious disease.

Marette Power, RN

THE BUSINESS OFFICE

The Business Office is responsible for maintaining the financial systems of the Collaborative, which include among other things: budgeting, personnel, payroll, expenditure control, regulatory compliance, safeguarding of assets, cash management, and reporting. In addition, it provides managers and employees with information, administrative tools, and support services, allowing them to be more productive. Contact the Business Office if you have any questions, or comments on how we can help the Collaborative be more effective and efficient.

Benefits:

See the *Benefits Handbook*. For new employees coverage begins on the first day of the month following their employment. Open enrollment, in May of each year, is an opportunity for existing employees to make changes in their benefit elections to take effect on July 1st. After the Open Enrollment period, changes will not be permitted unless there is a qualifying event, such as: marriage, birth, loss of coverage elsewhere, etc. A full list of qualifying events is available in the Business Office. See ***2018-2019 Salary Scales & Payment Options***, found in the *Appendix*, and ***Employee Portion of Health Benefits***, in the *Benefits Handbook*.

Generally contributory benefit costs (Health, Dental and Group Life) are shared 55% by the Collaborative and 45% by the employee. Voluntary plan deductions (Long Term Disability, Short Term Disability and non-group Life) depend on the plan, and the pay installment option you select. The Business Office has plan information on each for your review.

Direct Deposit: Your net pay will be automatically deposited into accounts of your choosing. Direct Deposit Authorization forms are available in the Business Office. Submit the signed form to the Business Office. Direct Deposit will take effect after a test file is sent with the first payroll after the Direct Deposit information has been received. Employees may elect to receive payroll statements via email.

Worker's Compensation Insurance: Employees are covered for medical and disability under Worker's Compensation Insurance at no cost to them. Report a job related accident immediately to your supervisor and submit a Claim Form to the Business Office. Forms are available on the website. In order to qualify you must report an on-the-job accident immediately (within 24 hours), or the claim may be denied. ***Refer to the Benefits Handbook for more details.***

Comprehensive Liability Insurance: This coverage protects employees from legal action in connection with their Collaborative employment.

Salary Basis Policy: The Fair Labor Standards Act (FLSA) is a federal law which requires that most employees in the United States be paid at least the federal minimum wage for all hours worked and overtime pay at time and one-half the regular rate of pay for all hours worked over 40 hours in a workweek.

Salary Basis Policy

To qualify for exemption, employees generally must be paid at not less than \$455* per week on a salary basis. These salary requirements do not apply to outside sales employees, teachers, and employees practicing law or medicine.

“Salary Basis Payment” defined: Being paid on a “salary basis” means an employee regularly receives a predetermined amount of compensation each pay period on a weekly, or less frequent, basis. The predetermined amount cannot be reduced because of variations in the quality or quantity of the employee’s work. Subject to exceptions listed below, an Exempt employee must receive the full salary for any workweek in which the employee performs any work, regardless of the number of days or hours worked. If an employer makes deductions from an employee’s predetermined salary, i.e., because of the operating requirements of the business, that employee is not paid on a “salary basis.” If the employee is ready, willing and able to work, deductions may not be made for time when work is not available.

Circumstances in Which the Employer May Make Deductions from Pay

Deductions from pay are permissible when an Exempt employee: is absent from work for one or more full days for personal reasons other than sickness or disability; for absences of one or more full days due to sickness or disability if the deduction is made in accordance with a bona fide plan, policy, or practice of providing compensation for salary lost due to illness; to offset amounts employees receive as jury or witness fees, or for military pay; or for unpaid disciplinary suspensions of one or more full days imposed in good faith for workplace conduct rule infractions. Also, an employer is not required to pay the full salary in the initial or terminal week of employment; for penalties imposed in good faith for infractions of safety rules of major significance, or for weeks in which an Exempt employee takes unpaid leave under the Family and Medical Leave Act. In these circumstances, either partial day or full day deductions may be made.

Collaborative Policy

It is our policy to comply with the “salary basis” requirements of the Fair Labor Standards Act (FLSA). Therefore, we prohibit all company managers from making any improper deductions from the salaries of Exempt employees. We want employees to be aware of this policy and that the Collaborative does not allow deductions that violate the FLSA.

What To Do If An Improper Deduction Occurs

If you believe that an improper deduction has been made to your salary, you should immediately report this information to your direct supervisor, or to Human Resources. Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, you will be promptly reimbursed for any improper deduction made.

Policy on Health Benefits for Retirees

The Board of Directors of the Cape Cod Collaborative do hereby adopt the following policy relative to the offering, at the sole discretion of the Board of Directors, of certain health benefits to otherwise eligible retirees of the Cape Cod Collaborative.

1. This policy shall only be considered effective to the extent that the Board of Directors retains full and complete discretion and control to offer, to cease offering, and/or to alter the offering of any and all health benefits to otherwise eligible retirees of the Cape Cod Collaborative.
2. For the purpose of this policy, retirees shall be defined as individuals who both are eligible for and in fact receive a retirement allowance in accordance with G.L.C. 32 through either the State Retirement System or under the Massachusetts State Teachers' Retirement System and who retire from service with the Cape Cod Collaborative with a **minimum of ten (10) years of consecutive service working on an average minimum of twenty-four (24) hours per week for transportation personnel, and twenty-two (22) hours per week for all other employees.** In addition, the eligible retiree **MUST** have been enrolled in the group health insurance plan of the Cape Cod Collaborative for at least one school year prior to the date of retirement.
3. Retirees, who are otherwise deemed eligible, subject to the discretion of the Board of Directors, shall be entitled to enroll in one of the health benefit plans offered by the Collaborative **up to the date the individual becomes eligible for Medicare.** Upon reaching the age of Medicare eligibility, the retiree must enroll in Medicare and will be eligible to enroll in a Medicare supplement Plan offered by the Collaborative, provided that the Board of Directors so chooses to offer a Medicare Supplement Plan.
4. Eligible retirees who enroll in a plan offered by the Collaborative, whether or not the plan is a group plan or a Medicare Supplement Plan, shall, subject to the discretion of the Board of Directors, receive an amount equal to fifty percent (50%) of each retiree's monthly plan contribution, regardless of whether or not the retiree is enrolled in an individual or family plan. (Employees who retire after July 1, 2012 are not eligible to receive Collaborative contribution for dental insurance.)
5. Retirees shall be responsible for making full payment of their share of the premium on time. If the premium payment is not made **within thirty (30) days from the due date for premium payment, or if the retiree's premium payment is repeatedly late by lesser amounts of time,** then they may be dropped from the plan with required notice.
6. Nothing in this policy guarantees nor should be considered to guarantee health benefits to any retiree. Further, the Board of Directors, by and through the adoption of this policy, retains full discretion to alter contribution levels, or to cease the offering of any or all health benefit plans or benefits.

Purchases

All purchases must be pre-authorized by the program director and a requisition submitted through the Central Office. A Purchase Requisition can be entered by your program's Administrative Assistant; it will be authorized by the program director and forwarded to the Business Office for final approval. Fill in all of the information requested indicating clearly which budget line item, program, and fund or grant should be charged for the expenditure.

In rare situations you may be asked to purchase nominal supply items for reimbursement. In order to be reimbursed you must first get permission from your program director. If approved, only that individual can make the purchase with a copy of the Collaborative's Tax Exempt Certificate. The receipt must be affixed to a reimbursement form noting the name and budget line item, program, and fund or grant to be charged, and should be sent to the Business Office within 5 days of the transaction date.

A copy of the Procurement Policy is available in the Business Office.

Massachusetts Law prohibits personal use of the Collaborative's tax-exempt status.

Requests for reimbursement for supplies or materials purchased privately will NOT be approved without preapproval from the program director.

Expense Reimbursement

Mileage reimbursement: Authorized travel on behalf of the Collaborative is reimbursable at 50.5¢ per mile (The mileage reimbursement rate is subject to change from time to time). Travel from home to the principal place of employment is a commute and therefore not reimbursable. Copies of this form can be found on the website, or are available in the Business Office.

Expense Reimbursement: For expense reimbursement, attach original receipts, have the form *signed by the program director*, and submit everything to the Business Office. Copies of this form can be found on the website, or are available in the Business Office.

STAFF INJURY (See Appendix for Workers Compensation Information)

Every staff injury occurring during a school day or event must be reported and documented.

Staff should complete the insurance form provided through by the Collaborative within 24 hours of the incident. In the case of an injury occurring on a Friday, documentation should be received by the CCC office no later than the following work day.

Staff requiring follow-up medical care related to a documented injury should inform the Collaborative of the date and location providing treatment as soon as possible.

Transportation Department Employees

Detailed employment information for Transportation Department employees is found in the Transportation Employees Handbook.

Pre-Employment References

The CCC must obtain and review the following information from each employer that a prospective CDL driver worked for, in a safety sensitive position, during the previous two years: information about test in which the employee's blood alcohol was 0.04 or greater; information about a positive drug test; and any information about any refusal to participate in the alcohol and drug testing program.

The prospective CDL employee must provide the former employer with a written release allowing the release of this information or he/she may not be hired.

The CCC must provide the same information to subsequent employers of current Collaborative employees when provided with a written release.

Professional Employees

YEARLY CALENDAR

The programs will follow the school calendar (e.g. Waypoint Academy, STAR, Admin or host school) including professional development and in-service days, unless otherwise directed by the Executive Director. The number of school days lost to weather, etc., may affect the actual last day of school in June.

Therapy and Teacher Schedules

Itinerants. Itinerant staff shall provide a copy of their schedule to the Collaborative office and update on a monthly basis, as needed, so that the Collaborative may reach any itinerant in a few minutes if the need demands. An individual schedule **shall be GIVEN** to the principal/building liaison in each school provided services and updated regularly. Whenever an itinerant will be late, leave early or be absent, it is their professional responsibility to notify the Executive Director and all scheduled appointments in advance. **On occasion, employees may be requested to work longer than the normal workday.**

Teachers. Teachers are responsible for providing classroom coverage **ONE-HALF HOUR BEFORE THE FIRST CHILD ARRIVES ONE HALF-HOUR AFTER THE LAST CHILD HAS LEFT** and at all times when children are present. When any teacher must be tardy, leave early, or be absent, it is their professional responsibility to notify the Director immediately. **On occasion, employees may be requested to work longer than the normal work day.**

Paraprofessionals. Paraprofessionals are responsible for being in the **classroom one-half hour prior to the beginning of class and one-half hour after school.**

Daily schedules will be arranged between the teacher and paraprofessionals upon approval of the Executive Director. The minimum workday for paraprofessionals is seven hours. **On occasion, employees may be requested to work longer than the normal workday.**

SCHOOL HEALTH SERVICE POLICY

The following are health policies for Cape Cod Collaborative programs and personnel.

Medical Coverage.

No child shall be admitted into a Collaborative program without complete medical records (to include a completed school health record, history of immunizations, etc.). In district based programs, Collaborative students shall be treated as students of the host district in all matters concerning routine services, administration of medication and emergency treatment.

During the first week of school

Each Collaborative teacher shall meet with the school nurse and address each of the following areas:

- A. Record Review. The teacher and the school nurse will review all available medical information for students enrolled in the Collaborative classroom. The school nurse and Collaborative office must have complete medical records on file for all students. Any student without updated medical records cannot attend school. "In the event of unusual or extraordinary circumstances, a two-week grace period may be provided in order to process new health records from the prior school placement."
- B. Emergency Procedure Card. In addition to the Collaborative "Student Information Form" and "Preservation and Protection of Children's Lives" procedure, the school nurse may require that an Emergency Procedure card be completed for each child. Copies of this information must be on file in the nurse's office, Collaborative office and classroom.
- C. Authorization to Dispense Medication. This form is to be completed for all students who will require the administration of medication during school hours. Copies must be on file with the school nurse, Collaborative office and classroom.
- D. High Risk Students. The school nurse should be made aware of the overall specific needs of students who will be receiving services in the school designated to them. A general overview and perhaps a classroom visit should be provided. For some Collaborative classrooms, there are students who could be considered "high risk" due to potential medical problems. It is imperative that the school nurse be made aware of these students and the local rescue squad be contacted to arrange for a site visit and establish a specific emergency procedure. Any extraordinary medical / health expenses, equipment, coverage, etc., necessary to meet the needs of a student enrolled in a Collaborative program will be the responsibility of the sending district.

Field Trips. If a student requires medication while in school and that student is to participate in an out-of-school activity at the time that they are required to take medication, there are three options available.

- A. Following state guidelines and input from a child's physician, medication may be administered within one hour of the prescribed time.
- B. The parent may meet the class at the field trip destination and administer the medication.

C. **Medication Delegation**

As allowed by the Massachusetts Department of Public Health, the Cape Cod Collaborative has completed the Medication Delegation Application and appropriate staff training for the delegation of prescription medication for field trips and short-term events.

TEACHER PLANNING:

Teacher Planning Books shall be completed at least a week ahead of time and be easily accessible to staff in case the teacher is absent. The following information must be in the book:

- Plans for the Day
- Fire Drill Procedures
- Student Roster
- Student Medication Data
- Student Procedures and Accommodations
- Daily Staff and Student Schedule

INDIVIDUAL EDUCATION PLAN / EVALUATIONS / PROGRESS REPORTS:

Individual Education Plans are reviewed at least annually to update progress and guide the educational program. Re-evaluations are completed at least every three years. A student's sending district will guide IEP development and the focus for re-evaluations. All Massachusetts requirements and regulations should be considered.

For CCC students, information required for IEP meetings (e.g. full or partial IEP drafts, behavior or health data or other pertinent information) should be submitted to the Program Director for CCC students at least 1 week prior to the meeting date unless otherwise notified by the Director.

Evaluation reports should be submitted to the Program Director at least 2 weeks prior to the meeting date for review and/or input and adequate time to send copies to the student's sending district.

Progress notes are due four (4) times during the school year. In addition, progress notes are written for students attending the extended school year program. Teachers and therapists are responsible for completing reports on individual students in a timely manner. Due dates are determined at the start of the school year, but generally are due in November, February, April, and June. Progress notes should report status toward meeting IEP goals and are done at least as often as regular education student information is shared. Reports & evaluations submitted should be typed, professional and free of errors. Information should always include student name, sending district, date of information, purpose, and name/signature of person submitting the report. Program Directors may individually outline expectations related to their student populations.

Itinerants providing block time services to member districts will provide this information to the Executive Director unless other arrangements are made with the school district receiving services.

STAFF ILLNESS/SUBSTITUTES:

Program/Therapy staff shall call their supervisor or designee, if they will be absent due to illness. If you know the night before that you will be unable to go to work, please contact your supervisor or designee immediately.

- **In addition, paraprofessionals must also contact the program teacher.**
- **Therapists must notify the school(s) where scheduled to work as well as the CCC office.**

HOST SCHOOL RELATIONSHIPS

For programs and services within school settings, it is important that all teachers and staff establish good, professional relationships.

PROGRAM ROSTERS

Each teacher is provided with copies of the program roster. Please review the information for accuracy. Teachers must inform the Program Director or designee of any corrections or updates.

Rosters will be maintained by each program and updated as changes occur. All changes must be reported immediately and reflected in the program/student database

STUDENT ATTENDANCE REPORTS

Teachers are responsible for the daily reporting of student attendance to the program administration for database tracking. Rosters will be maintained by each program and updated as changes occur. All changes must be reported immediately and reflected in the program/student database.

STUDENT TRANSPORTATION

If there is any problem with student transportation provided by Cape Cod Collaborative, please contact the Transportation Dispatch immediately. Teachers are advised **NOT** to use drivers to provide information to parents, and drivers should advise parents to contact the teacher. Drivers may bring sealed envelopes to deliver to parents. **STAFF SHALL NOT TRANSPORT STUDENTS IN PRIVATE VEHICLES.**

FIELD TRIP REQUEST / TRANSPORTATION REQUEST:

All field trips must be educationally related to the individual objectives of the students participating in the activity. Field Trip Requests must be submitted to the Program Director for approval at least ten working days prior to the actual trip so that it may be reviewed and scheduled by the Transportation Department. It is necessary for the Collaborative Office to provide or secure transportation services for a field trip, please contact the Transportation Manager with the recommended time frame.

FIELD TRIP NOTIFICATION

This form must be sent to the parent / guardian of each student in your program at least **five (5) days** prior to the field trip. This form must be returned to you before a student may participate in a field trip. This form must be on file for every field trip.

CONFERENCE REQUEST

This form must be completed by a Collaborative employee who wishes to attend a professional conference at the expense of the Collaborative. It must be submitted to the Collaborative Office at least two (2) weeks prior to the conference date for review and approval by the Director. Approval form will be returned to employee. After attendance at an approved conference, employee must submit documentation of payment and documentation of attendance to Collaborative office to receive reimbursement.

PHYSICAL RESTRAINT / DE-ESCALATION PROCEDURES

Cape Cod Collaborative Program faculty understand the necessity to provide and maintain a safe environment for all. Program staff are trained using the QBS Safety Care model, as well as implementing a foundation of learning through the science of Applied Behavior Analysis and understanding Social-Emotional Learning premises (SEL). Programs apply a structure through Positive Behavior Intervention and Supports (PBIS) within the school environment. Even with these supports and structure in place escalation of behavior can occur. Physical restraint is used only when other methods of intervention have failed and the student continues to present as a danger to himself or others. Staff are trained in physical management techniques to ensure that no one is hurt, and that the dangerous and out of control behavior is controlled quickly and safely.

Cape Cod Collaborative's Programs follow a hierarchy of interventions. For students demonstrating a pattern of disruptive or aggressive behavior, Individual Behavior Support Plans may be developed by the Team. Parents/Guardians are a critical component of this Team and will provide input, review plans, and have any questions or concerns addressed. These procedures are monitored and designed to create a clearer understanding about why specific measures are required and how alternative strategies may be implemented and/or how teaching new skills be addressed.

Only staff trained in the proper safety procedures may work with a student requiring restraint. Staff should follow the regulations and definitions set forth by Massachusetts 603 CMR 46.00.

Parents are encouraged to maintain contact with CCC staff to ensure they are aware and educated regarding management of behavior.

PHYSICAL RESTRAINT PROTOCOLS

It is the responsibility of all CCC faculty to provide and maintain a safe environment. CCC programs utilize the QBS Safety Care Model, combined with Positive Behavior Intervention Supports (PBIS) and theories of Applied Behavior Analysis, as foundations for proactive planning and training. In addition, the understanding of student disabilities guides decisions and planning. Even with these supports and structure in place, escalation of behavior can occur. Physical restraint (603 CMR 46.03) is considered an emergency procedure of last resort and shall be limited to the use of such reasonable force as is necessary to protect a student or another member of the school community from assault or imminent, serious, physical harm. Physical restraint (603 CMR 46.02) shall mean 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. Any

physical restraint will be reported to parents within 24 hours and a written report sent home within 3 days.

Program staff believe “behavior is communication” and behavior is an “integrated experience.” Staff response effects student behavior just as student behavior effects staff response. Students may experience periods of anxiety, frustration or dysregulation that require staff to maintain a supportive response and help to adapt the environment or direction. Students that continue to escalate and become more agitated and challenging require limits and boundaries to be defined more clearly. Students that escalate to physical and/or unsafe behavior may require more directed interventions to maintain the safety of the student, the staff, or other students within the environment. After any incident or staff-directed intervention, processing or debriefing with the student becomes a learning time for problem solving and teaching awareness concretely connected to the student’s actions.

All Program staff receive annual and ongoing training to address understand student disabilities, learning styles and related individual student experiences and development to their interventions.

PROGRAM STUDENTS - CARE OUTSIDE THE CLASSROOM.

In order to ensure the objectivity of teachers and staff members toward the students in their programs, and thereby to maintain the effectiveness of the Collaborative’s programs, it is the policy of the Board that **NO TEACHER OR STAFF MEMBER WILL PROVIDE CARE DURING THE SCHOOL YEAR OUTSIDE OF THE COLLABORATIVE PROGRAM FOR STUDENTS WHO ARE ENROLLED IN THAT TEACHER’S OR STAFF MEMBER’S COLLABORATIVE PROGRAM. This does not apply for staff providing home services or tutoring under contract from a member district.**

PRESERVATION AND PROTECTION OF CHILDREN’S LIVES IN COLLABORATIVE CLASSES:

Nurses/teachers of the Cape Cod Collaborative classes shall provide whatever means are available to them to preserve and protect a child’s life in the event of a crisis. In the event of an emergency, proper notification procedures should be observed. This requires that each teacher will have available an emergency procedure established for his or her classroom which should include names, telephone numbers, and other pertinent information concerning those who are to be contacted. A copy of this procedure is filed with the Director’s and Principal’s Offices at the beginning of school year.

Due to the medical needs of students, some programs may require the involvement and input from local rescue squad. Specific arrangements for their involvement should be closely coordinated with the nurse assigned to the program and the building principal.

GOALS

- Students shall maintain optimal health while in the education setting.
- Student shall avoid accident/injury while in the education setting.
- Students shall receive, as appropriate, needed medical assistance while in the education setting.
- Students shall be protected in the event of an emergency.
- Student shall receive prescribed medications and procedures during the school day as directed by their personal physicians and within the guidelines of the laws of the Commonwealth of Massachusetts.
- Parents of students with communicable diseases must adhere to the Collaborative infection control policy found in the **PARENT HANDBOOK**.
- Parents shall be kept informed of student health issues via telephone or written in the daily communication book by the Collaborative or school nurse.
- Students, in case of emergency, will be treated and transported in a timely fashion for further care and follow up.
- Students with special health care needs will be identified and have an Individualized Health Care Plan that anticipates possible emergency situations.
- The Collaborative shall maintain an effective account of facts and events regarding the student's health record via nurse's notes, State of Massachusetts Health record, and, when appropriate, the Individualized Health Care Plan.

Reports of Child Abuse & Neglect

The Cape Cod Collaborative is dedicated to the goal of protecting our students from child abuse and neglect and to responding effectively to incidents of child abuse and neglect. The Collaborative recognizes local, state, and national efforts to address problems associated with child abuse and neglect and will work cooperatively with all agencies with responsibility for addressing such concerns. (Refer to **Mandated Reporting of Suspected Child Abuse** on page 29 of this Handbook.)

Massachusetts General Laws (M.G.L) c. 119, § 51A, requires that certain persons in their professional capacity are mandated to report child abuse and neglect when they have reasonable cause or suspicion to believe that any student is suffering physical or emotional injury resulting from abuse that causes harm or substantial risk of harm to the child's health or welfare, including sexual abuse, or from neglect, including malnutrition. All employees of the Cape Cod Collaborative are mandated reporters. Program Director or other designated person will notify DESE or other agency as required.

PROTECTING STUDENTS FROM EXPOSURE TO KNOWN ALLERGENS

The Cape Cod Collaborative, in collaboration with the parent, host school, classroom teacher, school nurse and student, shall make every attempt to keep the student away from the causative allergen. The following guidelines shall be used with known allergies:

Parents' Responsibility

1. The parent shall inform the school of their child's allergies.
2. The parent shall provide the school with physician's instructions for administering medication.

3. The parent shall provide the school with an up-to-date injection kit and keep the kit current.

School Nurse Responsibility

1. The school nurse shall consult with and provide information to the parents, student, and school personnel regarding children with allergies.
2. The school nurse shall participate in in-service and auto-injector training.
3. The school nurse shall assist in developing emergency response plans.
4. The school nurse shall refer known cases of anaphylaxis to teachers, staff and school administrators.
5. The school nurse shall assure an up-to-date inject kit is available and kept in a safe, locked, yet accessible place.
6. The school nurse shall develop an emergency protocol for each anaphylactic student, to be posted in the classroom and placed in the IHCP.

Teacher Responsibility

1. The teacher shall encourage students not to share lunches or trade snacks and choose allergy free foods for classroom events.
2. The classroom teacher shall choose work materials that are allergy-free.

Staff Responsibility

1. All personnel shall assist in creating an allergy-free environment for the student with known allergies.
2. All staff should be able to recognize the symptoms of an anaphylactic reaction.

All students or staff who have had an anaphylactic reaction should be transported to the hospital for medical attention, even if the epinephrine has been administered and the individual appears to be recovering.

The following job descriptions are intended to provide a general overview of skills required for the positions. Program-specific job descriptions will be provided to employees.

Special Education Teacher

In each of the following areas, teachers demonstrate the ability to:

➤ **Teaching Skills**

- Assess students' strengths & needs to develop appropriate individualized programs.
- Show an understanding of definitions, etiology, and characteristics of students' disabilities.
- Develop appropriate instructional materials, activities, and lesson plans with modifications appropriate to individual students taking into consideration cognitive levels and age-appropriateness.
- Develop Individual Education Plans with measurable goals addressing priority areas.
- Incorporate accommodations needed for student success (e.g. visual schedules, tasks lists, visual cues/prompts, graphic organizers, levels of AT, ACD).
- Act as a member of a trans-disciplinary team incorporating therapy goals into activities and routines.
- React professionally and objectively to unpredictable situations (e.g. environment changes, behavior/aggression, seizure activity).
- Plan the classroom environment in an organized and safe manner for all students.
- Develop a data system that measures student growth and progress.
- Develop alternative methods when data reflects that objectives are not being met.
- Show an understanding of Mass Curriculum Frameworks and Common Core Principles modified to student levels.
- Participate in ongoing professional development related to student population and Teacher certification areas.
- Participate physically to safely support students (e.g. Behavior—preventative, blocking, escorts, restraints; Medical—positioning, lifting, guide/escort).

➤ **Supervision**

- Set a positive and professional tone within the classroom, modeling expected behavior (e.g. confidentiality, arriving on-time).
- Schedule regular staff meetings to provide feedback, review programs, lessons, support plans, etc. as well as seek input and feedback from staff.
- Provide training to staff (regular and substitutes) for all aspects of a student's day: Classroom routines, lessons, modifications and/or accommodations, expectations, behavior support plans, preventative techniques, etc.
- Modeling, 1:1 training, appropriate feedback
- Provide access for staff to student profiles, IEP, support plans, etc.
- Seek input from therapist and/or Program Director (PD) for difficult situations.
- Evaluate staff. Document any area of need and develop a corrective action plan (with Program Director)

➤ **Relationships**

- Develop a working relationship with team members, school staff, families, administrative and district staff.
- Maintain ongoing contact with families (e.g. via daily communication book, phone, email). keeping them informed of progress, problems, and successes.
- Provide parents with reasonable training to enable the carryover of program objectives.
- Prepare required paperwork in a timely and professional manner (e.g. IEP, evaluations, progress notes, MCAS-Alt, Incident reports, Classroom supply orders, Substitute forms).

- Report to Program Director pertinent information related to staff, student, family, or district information, requesting assistance as needed.
- Notifies CCC office of any illness or absence. (Notifies “back-up” teacher as needed.)

Special Education Paraprofessional

In each of the following areas, Paraprofessionals demonstrate the ability to:

➤ Classroom Responsibilities:

- Follow the prescribed program and supports as developed by the Lead Teacher and/or Therapists including any classroom data required.
- Inform the teacher of any student or classroom need, difficulty or safety concern that arises.
- Request assistance and/or training as needed.
- Refer to the teacher any request for individual student information (e.g. parent questions/concerns, district requests, etc.)
- Maintain a positive interaction in stressful situations by consistently following students program and seeking assistance as needed.
- Participate physically to safely support students (e.g. behavior—preventative, blocking, escorts, restraints; Medical—positioning, lifting, guide/escort).

➤ Schedule:

- Comply with program hours (working seven hours daily).
- Attend scheduled staff meetings/trainings, including all scheduled in-service days within the school calendar.
- Notifies CCC office (& teacher) of any illness or absence.
- Provide a supportive and professional environment for a student which facilitates an optimal learning environment.
- Follow Teacher prescribed duties and responsibilities, seeking clarification, training, and/or information as needed.
- Maintain the schedule, routines, and procedures when teacher is not present.
- Maintain personal issues outside of school/classroom time or during a break (e.g. cell phones, private conversations in front of students, etc.).
- Provide (and/or accept) support, encouragement, & ideas to co-workers.
- Attend all scheduled in-service trainings.
- Immediately inform the classroom teacher, and if necessary, the Program Director of any event involving a student which in his/her opinion is potentially dangerous, unhealthy, negligent, or abusive as required by child and adult protection laws of mandatory reporting.

ANNUAL EVALUATIONS

All employees who hold certification through the Massachusetts Department of Elementary and Secondary Education (DESE) will be evaluated on an annual basis in a manner aligned with DESE evaluation guidelines.

All professional non-DESE staff, paraprofessionals and teacher assistants shall be evaluated annually by the employee’s supervisor.

Volunteer/Intern

Volunteers and interns must agree to execute a release of information form authorizing the Collaborative access to the Criminal Offender Records Information (C.O.R.I.) of the volunteer or intern. C.O.R.I. results must be reviewed by the Program Director prior to the volunteer or intern working in contact with students. Volunteers and interns will be supervised by staff at all times and will complete a Volunteer/Intern Memorandum of Understanding (see below).

**VOLUNTEER/INTERN
MEMORANDUM OF UNDERSTANDING**

It is the policy of the Cape Cod Collaborative to encourage volunteer efforts in our schools. We also accept interns in graduate and under graduate programs for those learning to understand the field of special education. Volunteers and interns must adhere to the personnel policies found in the Employee Handbook and will work under the direct supervision of the Program Director and Collaborative staff.

It is the policy that all prospective volunteers and interns execute a release of information form where by the school district shall be authorized access to the Criminal Offender Records Information (C.O.R.I.) of said applicant as permitted by law.

Volunteer and interns who are approached by parents or other persons with questions about the Collaborative's programs and/or services, or with specific questions pertaining to students attending Collaborative programs, must direct the questions to the program teacher, the appropriate itinerant therapist or to the Program Director. In particular, information pertaining to specific students must be treated with the utmost confidentiality. Consistent with the federal Family Educational Rights and Privacy Act (FERPA), the volunteer/intern will not disclose data in any manner that could identify any individual student.

Volunteer/Intern Name (Please print)

Signature

Date

**Cape Cod Collaborative
Employee Handbook
Signature Page**

- I have completed the Commonwealth of Massachusetts Ethics Training on-line and have provided a copy of the acknowledgement for my file.
- I agree to allow the Cape Cod Collaborative to perform a CORI/SORI (background) check at least annually or as requested.
- I understand the physical requirements of the job (refer to Job Descriptions) and state that I have no physical or mental impairment that would interfere with my ability to perform my responsibilities.
- I have read and understand the Harassment in the Workplace Policy.
- By signing below, I acknowledge that I have read and understand the handbook policies, including the Smoke-Free Workplace Policy and the Drug-Free Workplace Policy, and agree, as a condition of employment, to adhere to the Cape Cod Collaborative's Rules and Regulations.

Employee Signature

Date

APPENDICES

EMPLOYMENT FORMS, DOCUMENTS AND INFORMATION I

- EMPLOYEE BENEFITS SUMMARY
(Please refer to Benefit Handbook for detailed benefit information.)
- SALARY STEPS AND PAY OPTIONS 2017-2018
- WORKERS COMPENSATION INFORMATION

CORI/CHRI POLICIES II

Workers Compensation Insurance

Employees are covered for medical and disability under Workers' Compensation Insurance at no cost to them. Report a job-related accident immediately to your supervisor and complete a Notice of Injury Form. In order to qualify you must report an accident immediately (within 24 hours) or the claim may be denied.

Tax Sheltered Annuity—Deferred Compensation Plan

Cape Cod Collaborative 403(b) Plan—Available to all part-time and full-time employees, this allows employees to defer compensation (minimum of \$250 annually) for retirement. Select an investment account from participating vendors and authorize the Collaborative to withhold funds through payroll deduction. It is important to understand that withdrawal of these funds prior to age 59 1/2 could result in substantial penalty and tax.

Retirement Plans

Massachusetts Teachers Retirement System

Certified Educators/Administrators

The MTRS is meant to take the place of Social Security for Certified Therapists, Teachers, Clinicians, Nurses and Administrators in Massachusetts. The amount of the deduction depends upon when you enter the system, but generally is 11% of your compensation. If you are a Certified Teacher, you must enroll in the MTRS prior to your first paycheck by visiting the website: <http://www.mass.gov/mtrs>. (If you are retired under the MTRS you are exempt from this withholding requirement.)

Massachusetts State Retirement—Full Time Staff

Since most municipalities and the Collaborative do not participate in Social Security, full time employees, other than Certified Teachers, are required to contribute to the MSRS. The employee contribution is generally 9% for compensation under \$30,000 and 2% on the amount over. (If you are currently retired under the MSRS, you are exempt from this withholding requirement but are required to contribute to the OBRA 457(b) Plan until age 70.)

OBRA 457(b) Plan

Since most municipalities and the Collaborative do not participate in Social Security, part-time employees and employees retired under MSRS are required to contribute to the OBRA 457(b) Plan. The employee contribution is 7.5% of compensation. Members of another retirement system may participate on a voluntary basis up to the IRS maximum (depending on employee age).



Employee Benefits Summary

As of July 1, 2018

Collaborative Health Plans

Available to employees who work 20+ hours per week.

Network Blue (HMO) BCBS High Deductible HMO/HSA*
Harvard Pilgrim (HMO) Harvard Pilgrim High Deductible HMO/HSA*

HMO—These plans generally require a referral from the Primary Care Physician (PCP) prior to seeing a medical specialist. They may require that you use physicians within their Network of Doctors, unless you are away from home and in an emergency. (Under this situation, you will need to notify the provider within 24 hours.)

Cape Cod Municipal Health Group

As a health or dental plan enrollee you can participate in Cape Cod Municipal Health Group (CCMHG) health and wellness programs. A wealth of information, including: health and dental plan website links, wellness events, CanaRx and the Diabetes Reward Program can be found on the CCMHG website: www.ccmhfg.com.

Retiree Health Plans—Collaborative employees can choose Medicare supplemental plans available from Blue Cross, Harvard Pilgrim and Tufts.

Dental

Offered through Delta Dental, this insurance offers coverage to \$1,000 calendar maximum for dental services for each family member. Dependents are covered to age 19, full time students to age 23. Please see the Coverage Summary for details regarding deductibles and orthodontic coverage.

see CCMHG above

Open Enrollment—Existing participants may elect coverage, add, delete or change coverage in May of this year unless there is a qualifying event. (Examples of a qualifying event are birth, marriage, divorce, or loss of employment.) Changes made during open enrollment will take effect July 1, 2018.

Cost—Currently, the cost is shared 55% Collaborative, 45% Employee. Deductions are made pre-tax through payroll deduction (see Section 125 Cafeteria Plan).

COBRA coverage can become available to you when you would otherwise lose your group health coverage. It can also become available to other members of your family who are covered under the plan. For additional information about your rights and obligations under the plan and under federal law, please review the Summary Plan Description.

Health Insurance Marketplace Coverage Options

The Affordable Care Act created the Health Insurance Marketplace to provide assistance as you evaluate insurance options. Please visit HealthCare.gov for more information.

Section 125 Cafeteria Plan

Pre-tax employee portion—This is available to all employees. It allows those with health or dental premium payments to pay them with pre-tax dollars. This can represent a significant tax savings for employees.

FSA—Flexible Spending Account—Employees can deposit up to \$2,600 for medical expenses and/or up to \$5,000 for dependent care expenses into their FSA through payroll deduction.*

***Health Savings Account (HSA)** - Eligible Employees who enroll in High-Deductible HMO health coverage will establish an HSA account. The Collaborative will contribute 1/2 of the Plan deductible to this account each year (\$1,000 for individual, \$2,000 for family). These contributions will be made on a monthly basis, over 10 months. Employees may elect to contribute to this account through payroll deductions. Employer and employee contributions to this account are not taxable. Maximum contributions for 2018: \$3,450 for individual coverage, \$6,850 for family coverage plus \$1,000 catch-up contribution for account holders over age 55. (Please refer to eligibility requirements.)

Life Insurance

Offered through the Boston Mutual Life Insurance Company

Available to employees who work 20+ hours per week

Basic Term Life AD&D—\$10,000 of Term Life insurance. Cost is shared 55% Collaborative, 45% Employee.

Voluntary Term Life—Additional Term Life insurance is available in increments of \$10,000 up to a maximum of \$500,000. The Premiums depend upon the amount of insurance selected and the age of the employee. The cost is paid entirely by the employee through payroll deduction. Term Life insurance coverage is also available to the spouse and dependent children of the employee.

Voluntary Long Term Disability—Available to full-time employees on a voluntary basis. Premiums depend upon the employee's monthly salary and age. The cost is paid entirely by the employee through payroll deduction.

Please see the Employee Handbook addenda for further details.
www.CapeCodCollaborative.org

*Employees who have established a Medical FSA account are not eligible to contribute to an HSA.

2018-2019 Salary Steps

Teachers

	Bachelors	Masters	Masters+30
1	47,011	49,958	53,962
2	48,892	51,956	56,121
3	50,847	54,033	58,365
4	52,881	56,195	60,700
5	54,996	58,443	63,129
6	57,195	60,781	65,653
7	59,483	63,211	68,280
8	61,863	65,740	71,011
9	64,338	68,370	73,851
10	66,911	71,104	76,805
11	69,587	73,949	79,877
12	72,371	76,907	83,073
13	73,371	77,907	84,073

Please note: Teachers who are working subject to a certification Waiver will be paid at Step 1.

Itinerant

	Bachelors	Masters	Masters+30
1	49,709	52,195	56,322
2	51,697	54,282	58,576
3	53,765	56,453	60,919
4	55,916	58,711	63,355
5	58,153	61,060	65,890
6	60,479	63,502	68,525
7	62,898	66,042	71,266
8	65,415	68,684	74,116
9	68,031	71,432	77,081
10	70,752	74,289	80,165
11	73,582	77,260	83,371
12	76,526	80,351	86,706
13	79,586	83,565	90,175
14	82,770	86,907	93,781

Teacher's Assistant

	Level I	Level II
1	20,212	33,963
2	21,021	35,322
3	21,862	36,734
4	22,737	38,203
5	23,646	39,731
6	24,592	
7	25,575	
8	26,599	
9	27,662	
10	28,769	
11	29,920	
12	31,116	

Voc Support Nurse

1	34,636
2	36,022
3	37,463
4	38,962
5	40,519
6	42,140
7	43,826
8	45,580
9	47,403
10	49,298
11	51,270
12	53,322

Therapy Assistant

	(OT-PT-SP/L)
1	45,204
2	47,012
3	48,893
4	50,849
5	52,882
6	54,998
7	57,197
8	59,485

Pay Options

Contract Pay Installment Options:

- A** 26 Bi-weekly payments
- B** 21 Bi-weekly payments
- C** 21 Bi-weekly payments w/Lump Sum*

Bi-weekly Pay Dates

	A 26	B & C 21
14-Sep-18	1	1
28-Sep-18	2	2
12-Oct-18	3	3
26-Oct-18	4	4
9-Nov-18	5	5
23-Nov-18	6	6
7-Dec-18	7	7
21-Dec-18	8	8
4-Jan-19	9	9
18-Jan-19	10	10
1-Feb-19	11	11
15-Feb-19	12	12
1-Mar-19	13	13
15-Mar-19	14	14
29-Mar-19	15	15
12-Apr-19	16	16
26-Apr-19	17	17
10-May-19	18	18
24-May-19	19	19
7-Jun-19	20	20
21-Jun-19	21	*21
5-Jul-19	22	
19-Jul-19	23	
2-Aug-19	24	
16-Aug-19	25	
30-Aug-19	26	



Massachusetts Workers' Compensation Guide For Injured Workers

Esta guía está disponible en español en nuestro sitio electrónico: www.mass.gov/dia

Este Guia está disponível em português no nosso site: www.mass.gov/dia

Es manual sta skritu na Kriolu di Kabu Verdi prontu pa bu uzu na *website* (pagina na interneti): www.mass.gov/dia

本指南的中文版位於我們的網址：
www.mass.gov/dia

Có Hướng Dẫn này bằng tiếng Việt Nam tại mạng lưới của chúng tôi: www.mass.gov/dia

W ap jwenn gid sa a ekri nan lang kreyòl sou sit entènèt nou an: www.mass.gov/dia

គោលការណ៍ណែនាំនេះ

អាចមានជាភាសាខ្មែរនៅលើវេបសាយរបស់យើង :
www.mass.gov/dia

يتوفر هذا الدليل باللغة العربية على موقعنا التالي على الويب:
www.mass.gov/dia



What Is Workers' Compensation?

The Massachusetts Workers' Compensation system is in place to make sure that workers are protected by insurance if they are injured on the job or contract a work-related illness.

Under this system, **all employers are required to provide Workers' Compensation (WC) insurance coverage to all their employees** by Massachusetts General Laws Ch. 152, Sec. 25A. This insurance pays for any reasonable and necessary medical treatment related to a job-related injury or illness, pays compensation for lost wages after the first five calendar days of full or partial disability, and in some cases provides retraining for employees who qualify.

The Department of Industrial Accidents (DIA) is the agency responsible for administering the Workers' Compensation law in Massachusetts.

What We Do

The DIA is primarily a court system responsible for resolving disputed Workers' Compensation claims. Our Public Information staff can answer your questions about Workers' Compensation benefits and let you know the correct procedures to follow to receive these benefits. If your injury or illness claim is denied by the insurer or if you do not receive all the benefits you think you are entitled to, the DIA's Public Information staff is available to help guide you through the process.

It is important that you keep any documents your employer or its insurer sends you, as well as copies of any forms they have you fill out for them. If you call our Public Information Office, have these forms available along with a pen or pencil and notepaper. It might be helpful to write out your questions in advance so you don't forget to ask any questions you might have.

This pamphlet is a general overview of the process to follow if you have a work-related injury or illness. This guide provides information about **your responsibilities** and those of **your employer** and **your employer's insurance company**. The guide will explain the Workers' Compensation dispute process, and available benefits, including Lump Sum Settlements and Vocational Rehabilitation Services. Many frequently asked questions can be found on our website at www.mass.gov/dia.

Please be advised that the information contained in this brochure is general in nature and is not intended as a substitute for legal advice. Changes in the law or the specific facts of your case may result in legal interpretations, which are different than presented here.

Do You Need An Attorney?

Half of all injured worker claims are not disputed by an insurer or employer. If your claim is disputed, **it is strongly advised that you seek legal counsel** to protect your rights and interests, due to the complexity of the workers' compensation law. The law requires that the insurer pay the attorney's fee if you win your case. In certain cases the insurer may reduce your payments to help pay your attorney. If you lose, the attorney can charge you only for very specific expenses. You do not necessarily *need* an attorney to file a claim, and you may represent yourself for any proceedings before the DIA. This is not recommended in most cases.

Employees of the DIA are not allowed to make attorney referrals. The Massachusetts Bar Association can refer you to attorneys who handle workers' compensation cases. To reach the Massachusetts Bar Association attorney referral service, call (617) 654-0400 in the Boston area or toll free at (866) 627-7577, or visit www.massbar.org, and click on the "**Need a Lawyer?**" tab.

What Happens If You Have A Work-Related Injury Or Illness?

If you have a work-related injury or illness which results in lost work time of at least five full or partial days, your employer must file the *Employer's First Report of Injury or Fatality (Form 101)*. One copy is filed with the DIA, a second with the employer's Workers' Compensation insurance company, and a third provided to you. The *Form 101* must be filed within seven days (not including Sundays and legal holidays) from the fifth day of lost time due to injury or illness. Once the insurance company receives the form from your employer, they have 14 days to investigate the claim and determine whether to pay the claim or not.

IMPORTANT: If your employer does not send the *Form 101* to the insurer within 30 days of your injury, report the injury in writing to the insurance company yourself, or complete the DIA's *Employee's Claim (Form 110)* and send the insurer a copy of the completed form. You can access, fill out, and print the form in the Forms and Publications section at www.mass.gov/dia.

Your employer is required to have a poster displayed in the workplace with the name and address of its Workers' Compensation insurer and policy information. If your employer does not have this poster displayed and will not tell you the name of its insurance company, the DIA's Office of Insurance (617-626-5480 or 617-626-5481) will try to help you. If you suspect your employer is not carrying insurance, call our Office of Investigations at 617-727-4900, ext. 7406.

What Happens When The Insurer Decides To Pay The Claim?

If the insurer agrees to pay the claim, they will send you an *Insurer's Notification of Payment (Form 103)*.

When Will The Benefits or Checks Start?

You should start getting a check within three to four weeks after your injury or illness. You will receive compensation for lost wages for any days you are disabled after the first five full or partial calendar days. You are not compensated for the first five days of incapacity unless you are disabled for 21 calendar days or more.

The first 180 days after your initial injury are considered a "Pay-Without-Prejudice" period. This means the insurer may pay benefits to you for up to 180 days without making a final decision on your case. **Paying you during this period DOES NOT mean they have accepted liability.** During this initial period, the insurer may stop or reduce your payments by giving you seven days written notice via an *Insurer's Notification of Termination or Modification of Weekly Compensation During Payment-Without-Prejudice Period (Form 106)*. The insurer must give the reasons for taking this action. If the insurer continues paying you past this period, they will, in most cases, need permission from you or a judge to stop or reduce your benefits. If you receive a *Form 106* and you receive notification of termination of benefits, be sure to consult an attorney to discuss your rights and responsibilities.

The insurer may ask you to extend the initial 180-day "Pay-Without-Prejudice" period for up to a year, with your written consent, on an *Agreement To Extend 180 Day Payment-Without-Prejudice Period (Form 105)*. The DIA must approve the form. You should make sure you are aware of all your rights before giving your consent or signing any other document.

What Happens When The Insurer Denies Your Claim?

If the insurer decides to deny your claim, they must send you by certified mail an *Insurer's Notification of Denial (Form 104)*, including the reasons for denial and must inform you of your right to appeal. If you have questions about a denial or lack of payment on these forms, contact the insurer's claim representative. Their phone number will be listed on the form. If you have hired an attorney, have the attorney call the claim representative about your denial. The claim representative cannot speak with you about your claim once you retain an attorney.

What You Should Do When the Insurer Denies Your Claim, or You Do Not Receive All Benefits You Are Entitled To

If an insurer denies your claim, you have the right to file a claim with the DIA. **If you wish to file a claim with the DIA, legal representation is strongly advised at this point in the process.** Fully and accurately complete and submit an *Employee's Claim (Form 110)* to the DIA, which you can access from the "Forms and Publications" area at our website, www.mass.gov/dia and at any DIA office. Do not send this form to the DIA unless you have received an *Insurer's Notification of Denial (Form 104)*, or it's been 30 or more calendar days from your injury or illness date, and you have not heard from the insurer.

- When filing the *Form 110*, be sure to attach copies of any medical evidence that supports your claim, including medical bills and medical reports (do not attach x-rays, MRI's, etc.) that document how your injury or illness is related to your work. Submit the claim package to the DIA at the address printed on the top of the *Form 110*.
- You must also send a copy of the completed *Form 110* to the insurer. We recommend that you keep a copy of this form for your own files.
- Once the DIA receives your completed *Form 110*, you will be scheduled for a Conciliation within two weeks or so. This will start the dispute process. You will be notified in writing of the date, time and location of this meeting.

Please Note: When you come to any DIA office for any proceeding, be sure to bring with you any communications the insurer or the DIA has sent to you, along with any other relevant paperwork, **especially the Notice of Proceeding telling you to come to the DIA.**

The Dispute Process

1. Conciliation

The first stage of the Dispute Resolution process is initiated when the DIA receives either of the following forms:

1. *Employee's Claim (Form 110)*, which is filed by an injured employee or their legal counsel against the Workers' Compensation insurance carrier.
2. *Insurer's Complaint for Modification, Discontinuance or Recoupment of Compensation (Form 108)*, which is filed when an insurance company requests permission to stop or change your benefits.

Upon receiving either of these forms, an informal meeting will be automatically scheduled between you (or your legal representative), the insurer's attorney, and a conciliator from the DIA. This meeting, called a "Conciliation," normally takes place within 12 business days of filing a *Form 110* or *Form 108*. At the Conciliation, an effort is made to reach a voluntary agreement between you and the insurer. If a voluntary agreement cannot be reached, the status of your claim would remain the same as before, and your case could be referred to one of our judges for a Conference.

2. Conference

The Conference is an informal legal proceeding before an Administrative Judge, and usually will take place between 8 - 12 weeks from the date of the Conciliation. The judge learns about the case from presentations by both parties and the submission of documents, such as medical reports, wage statements and affidavits from witnesses. Witnesses are not called. You or your attorney indicates to the judge what the witnesses would have said.

At the Conference you need to show:

- (A) you were disabled;
- (B) the injury or illness was work related; and
- (C) That any disputed medical bills were for necessary treatment.

After the Conference the judge issues an order, either telling the insurer to pay your benefits or ruling that they are not required to pay your benefits.

The Conference Order can be appealed by either party on an *Appeal of a Conference Proceeding (Form 121)*. You have 14 days to appeal from the date of the order. **There is a fee to appeal the Conference Order if your appeal is based on a medical issue.** This fee pays for you to be evaluated by an impartial medical physician. This fee may be waived if you can prove you cannot afford to pay the fee by filing an *Affidavit of Indigence and Request for Waiver of Sec. 11A (2) Fees (Form 136)*. If either party appeals the Conference Order, a formal hearing before the same judge will be scheduled.

3. Hearing

The Hearing is a formal legal proceeding. It is usually held before the same judge who presided at the Conference. Massachusetts Rules of Evidence will apply and sworn testimony is taken. Witnesses are called and cross-examined by the opposing party. A stenographer records the proceedings.

The judge will render a Hearing decision in which you will either be awarded benefits or not. The decision can be appealed to the Reviewing Board by either party on an *Appeal to Reviewing Board (Form 112)*. This appeal can only be made if the party contends that the judge made an error of law in issuing their decision or during the Hearing. The appeal must be received within 30 days from the date of the Hearing decision. There is an appeal fee equal to 30 percent of the State Average Weekly Wage¹ in place at the time of the appeal. The fee may be waived by filing an *Affidavit in Support of Request for Waiver of Filing Fee Under Sec. 11C (Form 112A)*.

4. The Industrial Accidents Reviewing Board

If one or both of the parties wishes to appeal the Hearing decision, that appeal is heard and decided by the Reviewing Board. This board is comprised of six Administrative Law Judges, three of whom will examine the hearing transcripts. They may ask for additional written legal briefs or oral arguments from the parties. The Reviewing Board can reverse or uphold the decision of the Administrative Judge, or can determine that more work needs to be done, and remand (send back) the case to the Administrative Judge for further finding. Either party may appeal Reviewing Board decisions to the Court of Appeals within 30 days of the Reviewing Board decision.

5. Further Appeals

If one or both of the parties wishes to appeal the decision of the Reviewing Board, the appeal is heard by the Massachusetts Court of Appeals.

¹ As of October 1, 2012, the State Average Weekly Wage (SAWW) is \$1,173.06, and the appeal fee is \$351.91. The SAWW is updated annually on October 1. You can find updated information at www.mass.gov/dia and click on the Minimum/Maximum Compensation Rate icon.

What Are The Workers' Compensation Benefits?

Temporary Total Incapacity Benefits (Sec. 34)

Who Qualifies?

You qualify if your injury or illness leaves you unable to work – considering age, training, and experience – for 5 or more full or partial days (the days don't have to be consecutive).

What Are The Benefits?

Your benefits will be 60% of your gross (pre-tax, pre-benefits) average weekly wage.² To determine your compensation, take the sum of your total gross earnings, including overtime, bonuses, etc., for the 52 weeks prior to your date of injury and divide the sum by 52 to compute your average weekly wage. **(Note:** If you were employed by your current employer for only a portion of the 52 weeks prior to injury or illness, divide the total gross earnings by the number of weeks of employment in the prior year, to determine your average weekly wage.) Multiply your average weekly wage by 60% (.60) to find your approximate weekly compensation under Sec. 34. The maximum that you can receive is the State's Average Weekly Wage (SAWW)³ at the time of your injury.

For How Long?

You can receive these benefits for up to 156 weeks (3 years). Compensation begins on the sixth day of incapacity; you will not be compensated for the first five days of incapacity unless you are disabled for 21 days or more. These days do not have to be consecutive.

Partial Incapacity Benefits (Sec. 35)

Who Qualifies?

You qualify if you can still work but lose part of your earning capacity because of your injury or illness. This may include an injury forcing you to change jobs at a lower pay rate, or an injury that requires you to work fewer hours.

What Are The Benefits?

The maximum compensation under Sec. 35 is up to 75% (.75) of what your weekly total temporary benefits would be. For example, if you receive \$440 a week as a total temporary benefit, the most you could receive if you collected partial benefits would be \$330 a week. ($\$440 \times .75 = \330).

For How Long?

You can receive benefits for up to 260 weeks (5 years).

Permanent and Total Incapacity Benefits (Sec. 34A)

Who Qualifies?

You qualify if you are totally and permanently unable to do any kind of work as a result of a work-related injury or illness. You do not have to exhaust your temporary benefits before applying for permanent benefits.

What Are The Benefits?

You will get two-thirds of your average weekly wage (or a minimum of 20% of the SAWW) based on the 52 weeks prior to your injury, up to a maximum of the SAWW. You may also be entitled to annual Cost-Of-Living Adjustments (COLA).

For How Long?

You can receive benefits for as long as you are disabled.

² A complete definition of Average Weekly Wage can be found in Massachusetts General Laws Ch. 152, Sec.1.

³ As of October 1, 2012, the State Average Weekly Wage (SAWW) is \$1,173.06. You can find updated information at www.mass.gov/dia and click on the Minimum/Maximum Compensation Rate icon.

Medical Benefits (Sec. 13 & Sec. 30)

Who Qualifies?

You qualify if you suffer a work-related injury or illness that requires medical attention.

What Are The Benefits?

You are entitled to adequate and reasonable medical care as a result of the injury or illness. You are also entitled to prescription reimbursement and mileage reimbursement for travel to and from medical visits for your work-related injury or illness. For your first visit to the doctor or hospital, your employer has the right to designate a healthcare provider within the employer's preferred provider arrangement. After that initial treatment, you have the right to choose your own healthcare providers. The insurer has the right to send you periodically to see its doctor for an evaluation of your incapacity.

Once your claim has been reported to the insurance company, the insurer must issue you an insurance card with a claim number and contact information on it. Give the claim number to your doctor so the doctor can bill the insurer directly and get pre-approval for treatment of your injury or illness. If you do not get this card promptly after your injury or illness, contact the insurer and get the number as most medical providers will not treat you without the claim number.

For How Long?

You can receive benefits for as long as medical and hospital services are required due to your injury or illness.

Permanent Loss of Function and Disfigurement Benefits (Sec. 36)

Who Qualifies?

You qualify if a work-related injury or illness results in a permanent loss of certain specific bodily functions, or if you suffer scarring or disfigurement on your face, neck or hands.

What Are The Benefits?

You receive a one-time payment for your disfigurement and/or scarring. This benefit is paid in addition to other payments; for example, medical bills, lost wages, etc. The amount paid depends on the location and severity of the disfigurement or function lost.

If you were injured or suffered an illness prior to December 24, 1991, you have slightly different benefits. Contact our Public Information Office if you have any questions about these benefits. If you do not have an attorney, you may want to contact our Conciliation Unit once the insurer has made an offer for your scarring and disfigurement and speak to a Conciliator. The Conciliator can give you an idea of whether the offer falls within established guidelines.

For How Long?

You receive a one-time payment for your loss of body function, disfigurement and/or scarring.

Survivors'/Dependents' Benefits (Sec. 31)

Who Qualifies?

You qualify if you are the spouse or child of an employee who has died as a result of a work-related injury or illness. Children are eligible only if they are under age 18, are full-time students or are unable to work because of physical or mental disabilities.

What Are The Benefits?

Surviving spouses can receive weekly benefits equal to two-thirds of the deceased worker's average weekly wage, up to the maximum of the State's Average Weekly Wage (SAWW) in place at the time of their injury or illness.

Surviving spouses become eligible for yearly cost of living adjustments two years after the date of the injury or illness.

If the spouse remarries, \$60 a week is paid to each eligible child. The total weekly amount paid to dependent children cannot exceed the amount the spouse had been receiving.

For How Long?

Surviving spouses can receive these benefits for as long as they remain dependent (as determined by a judge) and do not remarry.

Burial Expenses (Sec. 33)

In all cases where death has occurred as a result of an injury or illness, the insurer will pay up to \$4000 for reasonable burial expenses.

When Benefits May Be Stopped or Reduced

Your benefits may be stopped or reduced for several reasons. Examples of those reasons are:

- Benefits are ordered to be stopped by an Administrative Judge, Reviewing Board, higher court, or arbitrator.
- You have returned to work. The insurer must resume benefits if you leave work again due to the same injury within 28 days, provided that the insurer has accepted or been assigned liability for your injury.
- The insurer has been given a medical report by your treating doctor or an impartial medical examiner stating that you are capable of returning to work, **and** your employer has reported in writing that a suitable position is available for you that your doctor has approved.
- You are requested to attend an evaluation by a DIA Vocational Rehabilitation Review Officer and you refuse to attend, or you refuse to cooperate with the provision of vocational rehabilitation services.
- You are asked to go to the insurer's doctor for evaluation, and you fail to attend.
- You are imprisoned after conviction for either a misdemeanor or felony.

Lump Sum Settlements

A lump sum settlement is a legal contract between you, the insurer, and in some cases your employer. **A lump sum settlement is one-time payment usually made in place of your weekly compensation checks.** Be sure when accepting a settlement that you are clear on your rights, and what you may be giving up, as you must carefully consider whether settling your case is in your own best interest. Again, this is a critical time to seek legal advice. A lump sum is not given automatically; both you and the insurance company must agree to it, and in most cases, it must be approved by an Administrative Judge at the DIA.

In receiving a lump sum settlement, you may still be eligible for Vocational Rehabilitation Services paid by the insurer. Discuss these rights with a judge or your attorney prior to signing any agreement.

Visit our website at www.mass.gov/dia under "Forms and Publications" to download a Lump Sum Brochure.

Vocational Rehabilitation Services

The goal of vocational rehabilitation (VR) is to return you to work earning as close as possible to what you were earning prior to your injury or illness, if not more. VR services cover all **non-medical** services that you may require to return to a suitable job.

Depending on your situation, services *may* include: evaluation of your capabilities, vocational testing and training, counseling or guidance, workplace modifications, formal retraining, and job placement assistance.

If you receive a notice to meet with one of our VR Review Officers, you must attend this meeting. **If you fail to come to this meeting, your benefits can be discontinued.** This meeting is to determine if you are suitable for services designed to help put you back to work. If you refuse to take part in a rehabilitation program after being found suitable, your weekly benefits can be reduced by the insurance company with the DIA's permission. For more information, please visit our website at www.mass.gov/dia or call our Public Information Office at 617-727-4900, ext. 7470 for a VR Brochure.

How to Verify Workers' Compensation Coverage

The DIA provides a free web-based "Proof of Coverage" (POC) tool that can help verify whether an employer has a current Workers' Compensation policy. Although the POC tool is not designed to detect fraud, it may assist in determining whether fraud exists. To access the POC tool, go to www.mass.gov/dia and click on the link to "Verify Workers' Compensation Coverage."

If after checking the POC tool you believe that an employer is not providing coverage, contact our Office of Investigations at 617-727-4900 ext. 7313 or toll free at 1-877-MASSAFE (627-7233). Or fill out a referral form online.

Frequently Asked Questions By Injured Workers

For "Frequently Asked Questions," visit our website at www.mass.gov/dia.

Public Information

The procedures for filing a Workers' Compensation claim may be confusing. This brochure may answer basic questions. If you need more information, call any of our regional offices or contact our Boston office; from within Massachusetts: 1-800-323-3249, ext. 7470. From outside Massachusetts, call 617-727-4900, ext. 7470 and ask for Public Information. You can also visit www.mass.gov/dia.

TDD (teletype for the hard of hearing only): 1-800-224-6196

DIA Regional Offices

Boston

1 Congress Street, Suite 100
Boston, MA 02114-2017
(617) 727-4900, (800) 323-3249

Fall River

1 Father DeValles Boulevard, 3rd Floor
Fall River, MA 02723
(508) 676-3406

Lawrence

354 Merrimack Street
Bldg. 1, Suite # 230
Lawrence, MA 01843
(978) 683-6420

Springfield

436 Dwight Street
Springfield, MA 01103
(413) 784-1133

Worcester

340 Main Street
Worcester, MA 01608
(508) 753-2072

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POLICY CONCERNING CRIMINAL OFFENDER RECORD INFORMATION (CORI) CHECKS

Where Criminal Offender Record Information (CORI) checks are part of a general background check for employment or volunteer work, the following practices and procedures will generally be followed.

I. CONDUCTING CORI SCREENING

CORI checks will only be conducted as authorized by DCJIS and MGL c. 6, § 172, and only after a CORI Acknowledgement Form has been completed. If a new CORI check is to be made on a subject within a year of his/her signing the CORI Acknowledgement Form, the subject shall be given seventy-two (72) hours notice that a new CORI check will be conducted.

II. ACCESS TO CORI

All CORI obtained from the DCJIS is confidential, and access to the information is limited to those individuals who have a "need to know". The Cape Cod Collaborative will maintain and keep a current list of each individual authorized to have access to, or view, CORI. This list will be updated every six (6) months and is subject to inspection by DCJIS at any time.

III. CORI TRAINING

An informed review of a criminal record requires training. Accordingly, all personnel authorized to review CORI at the Cape Cod Collaborative will review, and will be thoroughly familiar with, the training materials regarding CORI laws and regulations made available by DCJIS.

IV. USE OF CRIMINAL HISTORY IN BACKGROUND SCREENING

CORI used for employment purposes shall only be accessed for applicants who are otherwise qualified for the position for which they have applied.

Unless otherwise provided by law, a criminal record will not automatically disqualify an applicant. Rather, determinations of suitability based on CORI checks will be made consistent with this policy and applicable law or regulations.

V. VERIFYING A SUBJECT'S IDENTITY

If a criminal record is received from DCJIS, the information is to be closely compared with the information on the CORI Acknowledgement Form and any other identifying information provided by the applicant to ensure the record belongs to the applicant.

If the information in the CORI record provided does not exactly match the identification information provided by the applicant, a determination is to be made by an individual authorized to make such determinations based on a comparison of the CORI record and documents provided by the applicant.

VI. INQUIRING ABOUT CRIMINAL HISTORY

In connection with any decision regarding employment, volunteer opportunities, housing or professional licensing, the subject shall be provided with a copy of the criminal history record, whether obtained from the DJIS or from any other source, prior to questioning the subject about his or her criminal history. The source(s) of the criminal history record is also to be disclosed to the subject.

VII. DETERMINING SUITABILITY

If a determination is made, based on the information as provided in section V of this policy, that the criminal record belongs to the subject, and the subject does not dispute the record's accuracy, then the determination of suitability for the position or license will be made. Unless otherwise provided by law, factors considered in determining suitability may include, but not be limited to, the following:

- a. Relevance of the record to the position sought;
- b. The nature of the work to be performed;
- c. Time since the conviction;

- d. Age of the candidate at the time of the offense;
- e. Seriousness and specific circumstance of the offense;
- f. The number of offenses;
- g. Whether the applicant has pending charges;
- h. Any relevant evidence of rehabilitation or lack thereof; and
- i. Any other relevant information, including information submitted by the candidate or requested by the organization.

The applicant is to be notified of the decision and the basis for it in a timely manner.

VIII. ADVERSE DECISIONS BASED ON CORI

If an authorized official is inclined to make an adverse decision based on the results of a criminal history background check, the applicant will be notified immediately. The subject will then be provided with an opportunity to dispute the accuracy of the CORI record. Subjects shall also be provided with a copy of the DJIS' *Information Concerning the Process for Correcting a Criminal Record*.

IX. SECONDARY DISSEMINATION LOGS

All CORI obtained from DCJIS is confidential and can only be disseminated as authorized by law and regulation. A central secondary dissemination log shall be used to record *any* dissemination from CORI outside this organization, including dissemination at the request of the subject.

POLICY CONCERNING FINGERPRINT-BASED CRIMINAL HISTORY RECORD INFORMATION (CHRI) CHECKS

This policy is applicable to any fingerprint-based state and national criminal history record check made for non-criminal justice purposes and requested under the applicable federal authority and/or state statute authorizing such checks for licensing or employment purposes. Where such checks are allowable by law, the following practices and procedures will be followed.

I. REQUESTING CHRI CHECKS

Fingerprint-based CHRI checks will only be conducted as authorized by M.G.L. c. 71§38R and 42 U.S.C. § 16962, in accordance with all applicable state and federal rules and regulations, and in compliance with M.G.L. c. 6, §§167-178 and 803 CMR §§ 2.00, *et seq.* If an applicant or employee is required to submit to a fingerprint-based state and national criminal history record check, he/she shall be informed of this requirement and instructed on how to comply with the law. Such instruction will include information on the procedure for submitting fingerprints. In addition, the applicant or employee will be provided with all information needed to successfully register for a fingerprinting appointment [e.g. IdentoGO web site address, Provider Identification Number (Provider ID)].

II. ACCESS TO CHRI

All CHRI is subject to strict state and federal rules and regulations in addition to Massachusetts CORI laws and regulations. CHRI cannot be shared with any other entities for any purpose, including subsequent hiring determinations. All receiving entities are subject to audit by the Massachusetts Department of Criminal Justice Information Services (DCJIS) and the FBI, and failure to comply with such rules and regulations could lead to sanctions. Title 28, U.S.C. § 534, Pub. L. 92-544 and Title 28 C.F.R. 20.33(b) provide that the exchange of records and information is subject to cancellation if dissemination is made outside of the receiving entity or related entities. Furthermore, an entity can be charged with federal and state crimes for the willful, unauthorized disclosure of CHRI.

III. STORAGE OF CHRI

CHRI shall only be stored for extended periods of time when needed for the integrity and/or utility of an individual's personnel file. Administrative, technical, and physical safeguards, which are in compliance with the most recent FBI CJIS Security Policy, have been implemented to ensure the security and confidentiality of CHRI. Each individual involved in the handling of CHRI is to

familiarize himself/herself with these safeguards.

In addition to the above, each individual involved in the handling of CHRI will strictly adhere to the policy on the storage, retention and destruction of CHRI.

IV. RETENTION OF CHRI

Federal law prohibits the repurposing or dissemination of CHRI beyond its initial requested purpose. Once an individual's CHRI is received, it will be securely retained in internal agency documents for the following purposes *only*:

- Historical reference and/or comparison with future CHRI requests,
- Dispute of the accuracy of the record,
- Evidence for any subsequent proceedings based on information contained in the CHRI.

CHRI will be kept for the above purposes in hard copy form in a locked location within the Business Office.

V. CHRI TRAINING

An informed review of a criminal record requires training. Accordingly, all personnel authorized to receive and/or review a CHRI at the Cape Cod Collaborative will review and become familiar with the educational and relevant training materials regarding SA FIS and CHRI laws and regulations made available by the appropriate agencies, including the DJIS.

In addition to the above, all personnel authorized to receive and/or review CHRI must undergo Security Awareness Training on a biennial basis. This training will be accomplished using the training materials made available by the DCJIS along with the web-based training system known as CJIS Online (www.CJISonline.com).

VI. DETERMINING SUITABILITY

In determining an individual's suitability, the following factors will be considered:

- The nature and gravity of the crime and the underlying conduct,
- The time that has passed since the offense, conviction and/or completion of the sentence,
- The nature of the position held or sought,
- The age of the individual at the time of the offense,
- The number of offenses, and
- Any relevant evidence of rehabilitation or lack thereof.

A record of the suitability determination will be retained. The following information will be included in the determination:

- a. The name and date of birth of the employee or applicant;
- b. The date on which the school employer received the national criminal history check results; and
- c. The suitability determination (either "suitable" or "unsuitable").

A copy of an individual's suitability determination documentation must be provided to another school employer, or to the individual, upon request of the individual for whom the school employer conducted a suitability determination.

VII. RELYING ON PREVIOUS SUITABILITY DETERMINATION

The Cape Cod Collaborative, consistent with 603 CMR 51.06, will use the following relevant factors when relying upon a Previous Suitability Determination:

- Date of previous suitability determination,
- Type of organization that conducted the previous determination (public school district, private school),
- State of residence of the subject of the suitability determination.

VIII. ADVERSE DECISIONS BASED ON CHRI

If inclined to make an adverse decision based on an individual's CHRI, the Cape Cod Collaborative will take the following steps prior to making a final adverse determination:

- Provide the individual with a copy of his/her CHRI used in making the adverse decision;
- Provide the individual with a copy of this CHRI Policy;
- Provide the individual the opportunity to complete or challenge the accuracy of his/her CHRI; and
- Provide the individual with information on the process for updating, changing, or correcting CHRI.

A final adverse decision based on an individual CHRI will not be made until the individual has been afforded a reasonable time to correct or complete the CHRI.

IX. SECONDARY DISSEMINATION OF CHRI

If an individual's CHRI is released to another authorized entity, a record of that dissemination must be made in the secondary dissemination log. The secondary dissemination log is subject to audit by the DCJIS and the FBI.

The Following information will be recorded in the log:

1. Subject Name;
2. Subject Date of Birth;
3. Date and Time of the dissemination;
4. Name of the individual to whom the information was provided;
5. Name of the agency for which the requestor works;
6. Contact information for the requestor; and
7. The specific reason for the request.

X. REPORTING TO THE COMMISSIONER OF ELEMENTARY AND SECONDARY EDUCATION

Pursuant to M.G.L. ch 71, §71R and 603 CMR 51.07, if the Cape Cod Collaborative dismisses, declines to renew the employment of, obtains the resignation of, or declines to hire a licensed educator or an applicant for a Massachusetts educator license because of information discovered through a state or national criminal record check, the Cape Cod Collaborative shall report such decision or action to the Commissioner of Elementary and Secondary Education in writing within 30 days of the employer action or educator resignation. The report shall be in a form requested by the Department and shall include the reason for the action or resignation, as well as a copy of the criminal record check results. The Cape Cod Collaborative shall notify the employee or applicant that it has made a report pursuant to 603 CMR 51.07(1) to the Commissioner.

Pursuant to M.G.L. ch 71, §71R and 603 CMR 51.07, if the Cape Cod Collaborative discovers information from a state or national criminal record check about a licensed educator or an applicant for a Massachusetts educator license that implicates grounds for license action pursuant to 603 CMR 7.15(8)(a), the Cape Cod Collaborative shall report to the Commissioner in writing within 30 days of the discovery, regardless of whether the Cape Cod Collaborative retains or hires the educator as an employee. The report must include a copy of the criminal record check results. The school employer shall notify the employee or applicant that it has made a report pursuant to 603 CMR 51.07(2) to the Commissioner and shall also send a copy of the criminal record check results to the employee or applicant.

XI. LOCAL AGENCY SECURITY OFFICER

Each Non-Criminal Justice Agency (NCJA) receiving CHRI is required to designate a Local Agency Security Officer (LASO). An individual designated LASO is:

- a. An individual who will be considered part of the NJCA's "authorized personnel" group.
- b. An individual that has completed a fingerprint-based background check and found appropriate to have access to CHRI.

- c. An employee directly involved in evaluating an individual's qualifications for employment or assignment.

The Cape Cod Collaborative LASO is Paul Hilton, Executive Director.

The LASO is responsible for the following:

- a. Identifying who is using or accessing CHRI and/or systems with access to CHRI.
- b. Identifying and documenting any equipment connected to the state system.
- c. Ensuring that personnel security screening procedures are being followed as stated in this policy.
- d. Ensuring the approved and appropriate security measures are in place and working as expected.
- e. Supporting policy compliance and ensuring the DCJIS Information Security Officer (ISO) is promptly informed of security incidents.

When changes in the LASO appointment occur, the Cape Cod Collaborative shall complete and return a new LASO appointment form. The most current copy of the LASO appointment form will be maintained on file indefinitely by the agency.

XII. PERSONNEL SECURITY

All Personnel

All personnel requiring access to CHRI must first be deemed "Authorized Personnel." Prior to being allowed access to CHRI, such individuals shall complete a finger-print based CHRI background check. The DCJIS will review and determine if access is appropriate. Access is denied if the individual has ever had a felony conviction, of any kind, no matter when it occurred. Access may be denied if the individual has one or more recent misdemeanor convictions.

In addition to the above, an individual believed to be a fugitive from justice, or having an arrest history without convictions, will be reviewed to determine if access to CHRI is appropriate. The DCJIS will take into consideration extenuating circumstances where the severity of the offense and the time that has passed would support a possible variance.

Persons already having access to CHRI and who are subsequently arrested and/or convicted of a crime will:

- a. Have their access to CHRI suspended until the outcome of an arrest is determined and reviewed by the DCJIS in order to determine if continued access is appropriate.
- b. Have their access suspended indefinitely if a conviction results in a felony of any kind.
- c. Have their access denied by DCJIS where it is determined that access to CHRI by the person would not be in the public's best interest.

Whenever possible, access to CHRI by support personnel, contractors, and custodial workers will be denied. If a need should arise for such persons to be in an area(s) where CHRI is maintained or processed (at rest or in transit); they will be escorted by, or be under the supervision of, authorized personnel at all times while in the area(s).

Personnel Termination

The LASO shall terminate access to CHRI immediately upon notification of an individual's termination of employment.

- a. The LASO will be immediately notified when an employee who has access to CHRI has terminated his/her employment with the Cape Cod Collaborative.
- b. Access to CHRI for this employee will be disconnected as soon as possible, but not longer than 24 hours after notification is received.
- c. Upon termination, the employee will relinquish all manuals, access codes, and any keys to Collaborative buildings and files.
- d. Access to the employees Collaborative email account will be discontinued.

In addition to the above, the LASO shall notify the DCJIS of the termination of any individual authorized to access CHRI who is also a SAFIS-R User. This notification shall be made immediately

upon the termination of the user and shall be accomplished by emailing a SAFIS-R User Designation Form with the "Remove" checkbox checked to DCJIS SAFIS Unit at safis@state.ma.us.

Personnel Transfer

Individuals with access to CHRI who have been reassigned or transferred shall have their access reviewed by the LASO to ensure access is still appropriate. If continued access is determined to be inappropriate, the LASO shall immediately suspend access following the steps below:

- a. The LASO will review access to CHRI.
- b. This review is to be initiated upon receipt of a Personnel Action Form indicating a position change, or by verbal notification of such change by HR.
- c. The LASO will disconnect access to CHRI as soon as possible, but not longer than 24 hours after notification is received.
- d. If it is determined that the employee no longer requires access to physical CHRI media to perform his/her daily responsibilities, the LASO will oversee the return of any keys to buildings, offices and/or files where CHRI media is stored.
- e. If it is determined that the employee no longer requires access to electronic CHRI media to perform their daily job responsibilities, the employee's email account with access to the Collaborative's CHRI records will be suspended.

In addition to the above, the LASO shall notify the DCJIS of the transfer of any individual authorized to access CHRI who is also a SAFIS-R User and for whom it is determined that CHRI access is no longer appropriate. This notification shall be made immediately upon the termination of the user and shall be accomplished by emailing a SAFIS-R User Designation Form with the "Remove" checkbox checked to the DCJIS SAFIS Unit as safis@state.ma.us.

Sanctions

Persons found non-compliant with state or federal laws, the current FBI CJIS Security Policy, DCJIS policies or regulations, or other applicable rules or regulations, including the Cape Cod Collaborative's Information Security Policy, will be formally disciplined. Discipline can include, but may not be limited to, counseling, the reassignment of CHRI responsibilities, dismissal, civil penalties, or prosecution. Discipline will be based on the severity of the infraction and the discretion of the Executive Director of the Cape Cod Collaborative.

When an individual is sanctioned for such non-compliance, the LASO shall notify the DCJIS CSO in writing of the infraction(s) and of the discipline imposed within 6 business days. Additionally, if the discipline imposed includes denying access to CHRI and the individual is also a SAFIS-R User, the LASO shall immediately notify the DCJIS by emailing a SAFIS-R User Designation Form with the "Remove" checkbox checked to the DCJIS SAFIS Unit at safis@state.ma.us.

XIII. MEDIA PROTECTION

All media containing CHRI is to be protected and secured at all times. The following is established to be implemented to ensure the appropriate security, handling, transporting, and storing of CHRI media in all its forms.

Media Storage and Access

Electronic and physical CHRI media shall be securely stored within physically secured locations or controlled areas. Access to such media is restricted to authorized personnel only and shall be secured at all times when not in use or under the supervision of an authorized individual.

Physical CHRI Media:

- a. Is to be maintained within a lockable filing cabinet, drawer, closet, office, safe, vault, or other secure container.

Electronic CHRI Media:

- a. Is to be secured through encryption as specified in the FBI CJIS Security Policy.
- b. Electronic storage media devices (such as discs, CDs, SDs, thumb drives, DVDs, etc.) are to be maintained within a lockable filing cabinet, drawer, closet, office, safe, or vault, or other secure container.

Media in Transit (Electronic and/or Physical)

Should the need arise to move any form of CHRI media, including physical CHRI media (paper/hard copies) and electronic CHRI media (e.g., laptops, computer hard drives, or any removable, transportable digital memory media, such as magnetic tape or disk, optical disk, flash drives, external hard drives, or digital memory card), outside of the secured location or controlled area, the transport of the CHRI media will be conducted by authorized personnel **only**.

The Cape Cod Collaborative has established and implemented the following security controls to prevent compromise of the data while in transit:

- a. Only the LASO or employees authorized by the LASO to receive CHRI will handle and transport CHRI media.
- b. Transport will occur only when necessary and as approved by the LASO.
- c. CHRI media will be transported only within a sealed envelope, locked storage device or encryption of certain electronic devices (when applicable).
- d. The media will remain in the physical possession of the designated authorized employee until the CHRI media is delivered to its intended destination.

Electronic Media Sanitization and Disposal

Once electronic CHRI media is determined to be no longer needed by the agency, it shall be sanitized and disposed of appropriately. This includes, but is not limited to, devices used to store electronic CHRI and/or used in the dissemination (fax machines, scanners, computers, laptops, etc.). The devices shall be sanitized prior to disposal, recycling, or reuse by other non-authorized personnel.

The sanitation of CHRI media will be conducted in the following manner:

- a. The LASO, or an employee designated to access CHRI information, shall witness or conduct the sanitation of the media.
- b. Digital media shall be overwritten at least three times prior to disposal or release for reuse by unauthorized individuals. Inoperable digital media will be physically destroyed.
- c. Sanitization and disposal of digital media will occur prior to transfer or disposal of equipment.

Disposal of Physical Media

Once physical CHRI media (paper/hard copies) is determined to be no longer needed by the agency, it shall be destroyed and disposed of appropriately. Physical CHRI media shall be destroyed by shredding, cross cut shredding, or incineration. The Cape Cod Collaborative will ensure such destruction is witnessed or carried out by authorized personnel:

- a. The LASO, or an employee designated to access CHRI information, shall witness or conduct the disposal.
- b. The Cape Cod Collaborative will shred CHRI no longer needed by the agency.
- c. An employee designated to access CHRI information will review physical media annually.

XIV. INCIDENT RESPONSE

The security of information and systems in general, and of CHRI in particular, is a top priority for the Cape Cod Collaborative. Therefore, the Collaborative has established appropriate operational incident handling procedures for instances of an information security breach. It is each individual's responsibility to adhere to established security guidelines and policies and to be attentive to situations and incidents which pose risks to security. Furthermore, it is each individual's responsibility to immediately report potential or actual security incidents to minimize any breach of security or loss of information. The following security incident handling procedures must be followed by each individual:

- a. Any employee who becomes aware of possible security incident shall immediately report the incident to his/her supervisor. The report should include as much detail as possible (what occurred, when did it occur, who was present, what data might have been compromised).
- b. Any report of a security incident involving Collaborative computer equipment should be made to the Collaborative's Business Manager. The Business Manager will initiate a review of computer network security including, but not limited to, network monitoring and user/administrator reports.
- c. The Executive Director/LASO will be immediately informed in the event that CHRI data appears to have been compromised, and will initiate appropriate data collection of evidence regarding the security breach.
- d. Any reported security incidents will be documented; such documents will be retained by the LASO.

In addition to the above, the LASO shall report all security-related incidents to the DCJIS ISO within 48 hours. The LASO shall complete an NCJA Security Incident Report Form and shall email it to the DCJIS ISA at safis@state.ma.us.

XV. CONTROLLED AREA

As required by DCJIS and FBI regulations and policies, controls have been established and implemented in order to ensure a physically secured location for CHRI media. The Cape Cod Collaborative has designated the Human Resource office, located within the Business Office, as a controlled area for the purpose of day to day access and storage of CHRI.

In addition, the following controls are in place:

- a. Access is limited to the controlled area during CHRI processing times to authorized personnel approved by the agency to access or view CHRI.
- b. CHRI will be locked and secured to prevent unauthorized access to the extent possible when unattended.
- c. Information system devices and documents containing CHRI will be positioned in such a way as to prevent access or viewing by unauthorized individuals.
- d. Appropriate encryption has been implemented for electronic storage of CHRI.