2026-2027
Employee Handbook

DRAFT 10.14.2026

NOTE: This handbook is intended to provide information about current policies that pertain to all employees of the Cape Cod Collaborative. Pertinent information may be found in:

All Collaborative Employees

- Employee Handbook WEBSITE & CCC Central
- Benefits Handbook (SY26 posted) WEBSITE & CCC Central

CCC Public Day Programs

- Parent & Student Handbook – CCC Public Day Schools (WEBSITE)
  This handbook includes the Code of Conduct.
- STAR Program
  - STAR Policy & Procedures Manual WEBSITE
  - STAR Emergency Handbook CCC CENTRAL
- Waypoint Academy
  - Waypoint Policy & Procedures Manual WEBSITE
  - Waypoint Emergency Handbook CCC CENTRAL

Transportation Department

- Transportation Handbook
- Student Transportation Handbook

These publications are available at the front desk of each school program and on our website at www.capecodcollaborative.org.

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CAPE COD COLLABORATIVE

Education Collaborative 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.

Mission

The Cape Cod Collaborative provides high-quality, inclusive special education programs where diverse learners thrive, develop independence and reach their full potential in a safe, supportive environment. We also serve member Districts with flexible, responsive supports, including transportation, professional development, and student leadership opportunities.

Core Values

- **Student-First:** *Prioritizing every student's unique needs in every decision we make.*
- **Inclusive Community:** *Fostering a sense of belonging while championing individual identity.*
- **Empowered Growth:** *Mentoring professionals to lead and excel in an evolving landscape.*
- **Dynamic Innovation:** *Tackling challenges with a future-ready, adaptive mindset.*
- **Continuous Improvement:** *Driving regional excellence through rigorous, data-informed special education assessments.*

Vision

Partner and collaborate with districts to be a regional catalyst for exceptional educational programs, services, and supports leading to meaningful outcomes for all students.

Member Districts:

Barnstable	Bourne
Brewster	Cape Cod Regional Technical
Dennis Yarmouth Regional	Eastham
Falmouth	Martha's Vineyard
Mashpee	Monomoy Regional
Nantucket	Nauset
Orleans	Plymouth
Provincetown	Sandwich
Truro	Upper Cape Regional Technical
Wareham	Wellfleet

Program and Staff Contact Information:

STAR Program/Business Office 418 Bumps River Road Osterville, MA 02655 Phone: 508.420.6950 FAX: 508.420.6959	Waypoint Academy 1175 Route 28 South Yarmouth, MA 02664 Phone: 508.564.5099 Fax: 508.564.526

Executive Director's Office

Dr. Hope Hanscom	Executive Director	x 1111
Jennifer Smith	Administrative Assistant	x1112
L. Troye Thompson	Human Resources Manager	x1122

Business Office

Patrick Murphy	Business Manager	x 1113
Anders Erikson	Operations Manager	x 1139
Jamie Andrews	Facilities Manager	x 1156
Nia Hanlon	Accounts Payable Specialist	x 1149
Sean Rausch	Payroll & Benefits Admin	x 1121

Transportation Department **FAX 508-420-6960**

Lisa Stobbart	Transportation Manager	x 1120
Andrea Barbel	Assistant Transportation Manager	x 1118
Wendy Pennini	Dispatch Administrator	x 1119
Shilo DeSimone	Dispatch Administrator	x 1123
Heather Warner	Dispatch Administrator	x 1149
Brianna Roderick	Dispatch Administrator	x 1151
Raquel Russell	Dispatch Administrator	x 1155

Special Education Programs

Dr. Joan Woodward	Director of Special Education	x 1115
Diane Racine	Data Specialist	x 1211

STAR Program, Osterville

Julia Bryant	Program Director	x 1132
Michael Pecorella	Assistant Program Director	x 1208
Christine Kuchar	Administrative Assistant	x 1137

Waypoint Academy, Yarmouth

Christopher Oliva	Program Director	x 1224
Darilyn Gomes-Hamilton	Administrative Assistant	x 1215

Professional Growth and Innovation

Dr. Sonia Tellier	Director of Professional Growth and Innovation	x 1166
Gwyn Chingos	Special Projects Manager	x 1145
Jacob Carl	IT Support Specialist	x1114

Hours of Operation

Cape Cod Collaborative Administration	Mon-Fri 8:00 AM- 4:00 PM
Transportation Office Hours	Mon-Fri 5:30 AM-6:00 PM
STAR Program Office Hours	8:00 AM-4:00 PM
Waypoint Academy Office Hours	7:00 AM- 3:00 PM
Summer Hours (closed to the public on Fridays)	8:00 AM- 3:00 PM

The Collaborative will be closed on the following days:

July 4, 2026	Independence Day
September 7, 2026	Labor day
October 12, 2026	Indigenous People's Day
November 11, 2026	Veteran's Day
November 26 & 27, 2026	Thanksgiving
December 24, 2026	Christmas Eve
December 25, 2026	Christmas Day
January 1, 2027	New Year's day
January 18, 2027	Martin Luther King day
February 15, 2027	President's Day
April 19, 2027	Patriot's Day
May 31, 2027	Memorial Day
June 18, 2027	Juneteenth

CAPE COD COLLABORATIVE
BOARD OF DIRECTORS
2026-2027

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.

Andre King
Barnstable Public Schools
King_andre@mybp.us

Kari MacRae
Bourne Public Schools
kmacrae@bourneps.org

Steve Leibowitz
Brewster Public Schools
leibowitzs@nausetschools.org

Mary Rose Grady
Cape Cod Regional Technical HS
ro576@aol.com

Marilyn Bemis
Dennis-Yarmouth Regional Schools
marilyn.bemis@dy-regional.k12.ma.us

Devon O'Rourke
Eastham Public Schools
orourked@nausetschools.org

Glenda Cohen
Falmouth Public Schools
gcohen@falmouth.k12.ma.us

Alicia Lesnikoska
Martha's Vineyard Public Schools
alicial@vineyard.net

Cathy Lewis
Mashpee Public Schools
clewis@mpspk12.org

Lucia Quinn
Monomoy Regional School District
lucia.quinn@monomoy.edu

Shantaw Bloise-Murphy
Nantucket Public
sbloise17@gmail.com

Cathryn Lonsdale
Nauset Regional School District
lonsdalec@nausetschools.org

Kathy McNamara
Orleans Public Schools
mcnamarak@nausetschools.org

Vedna Lacombe-Heywood
Plymouth Public Schools
vlacombe-heywood@plymouth.k12.ma.us

Ngina Lythcott
Provincetown Public Schools
nlythcott@provincetownschools.com

Chris Pino
Sandwich Public Schools
cpino@sandwich.k12.ma.us

Janina Richey
Truro Public Schools
richeyj@truromass.org

Robert Fichtenmayer
Upper Cape RTS
rfichten@gmail.com

Roger Bonin
Wareham Public Schools
rbonin@wareham.k12.ma.us

Melissa Lynch
Wellfleet Public Schools
lynchm@nausetschools.org

William Friel
Treasurer
b.friel@capecodcollaborative.org
*Non-voting

Marc Smith, Superintendent
Dennis-Yarmouth Regional Schools
District Administrator Representative
smithm@dy-reional.k12.na.us
*Non-voting

Updated 09/09/2026

NON-VOTING MEMBER

Department of Education: TBD
Massachusetts Department of Elementary and Secondary Education
135 Santilli Hww. Everett, MA 02149

2026-2027
Board of Directors
Monthly Meeting Schedule

September 09, 2026
October 14, 2026
November 18, 2026
December 09, 2026
January 13, 2027
February 10, 2027
March 10, 2027
April 14, 2027
May 12, 2027
June 09, 2027

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

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 the basis of race (including traits historically associated with race, including, but not limited to, hair texture, hair type, hair length and protective hairstyles), color, sex, sexual orientation, gender identity, religion, disability, age, genetic information, active military/veteran status, marital status, familial status, pregnancy or pregnancy-related condition, homelessness, ancestry, ethnic background, national origin, or any other category protected by state or federal law.

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, sex, religion, national origin, sexual orientation, gender identity and expression, military or veteran status, age, disability, pregnancy, pregnancy related medical condition, or any other status protected by law.

Employee Grievance Procedure
Level 1. An aggrieved employee shall first discuss the complaint with their immediate supervisor with the object of resolving the matter informally. The supervisor shall convey their decision to the employee within five (5) school days after receiving the complaint.

Level 2. If the employee is unsatisfied with the decision by the immediate supervisor, the employee may then initiate a grievance in writing to the Executive Director. 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) school days after the date of the Executive Director's reply. This shall be done by sending a written request to the Board, via the Executive Director, for a meeting. The Board of Directors shall hold a meeting at a special meeting called for that purpose or at its next regularly scheduled Board meeting. The Board of Directors' decision relative to the grievance shall be final and shall be rendered within twenty (20) school days of the meeting.

Pregnant Workers Fairness Act
The Cape Cod Collaborative will not discriminate and/or retaliate against any individual on the basis of a pregnancy or pregnancy 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")

Professional Decorum
All staff must always maintain professional decorum, including during 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/guardians, Collaborative staff and/or district school staff or outside service agencies. This includes comments posted to social media. Nothing in this policy shall be interpreted to interfere with an employee's rights under M.G.L. c 150E.

Confidentiality

All staff who are approached by parents and/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/appropriate itinerant therapist or to the Collaborative administration. Information pertaining to specific students must be treated with the utmost confidentiality. The Executive Director shall take appropriate disciplinary action if staff members fail to follow this policy.

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 an employee's job. Working time does not include break periods and mealtimes.

Bulletin Boards

The Collaborative's bulletin boards, located within its program sites 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) 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 Morpho Trust 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 charges and convictions may 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

Policy Concerning Meal Breaks

Under Massachusetts law M.G.L. C 149 § 100, all employees (including exempt employees) are eligible for a 30-minute unpaid meal break for each 6 hours of work. Staff will be completely relieved of all duties during their meal break and must document the break each day by signing in and out, or on a timesheet. Program staff may elect to waive their right to this unpaid leave period by signing a waiver, which can be revoked at any time. (The Meal Break Waiver form can be found in the Appendix.)

Ethics/Conflicts of Interest

Chapter 28 of the Acts of 2009 imposes mandatory education and training requirements on public employers and public employees. 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: https://massethicstraining.skillburst.com/.

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 always committed to courteous and considerate treatment of its employees 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, sex, religion, national origin, sexual orientation, gender identity and expression, military or veteran status, age, disability, pregnancy, pregnancy related medical condition, or any other status protected by law. Harassment becomes unlawful when enduring 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 harassment. Such complaints will be responded to promptly.

CAPE COD COLLABORATIVE SEXUAL HARASSMENT/ TITLE IX POLICY

Definitions

In the employment context, sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature constitute sexual harassment under Massachusetts law when:

- Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's advancement (quid pro quo harassment);
- Submission to or rejection of such conduct by an individual is used as the basis for employment decisions.
- Such conduct interferes with an individual's job duties; or
- The conduct creates an intimidating, hostile or offensive work environment.

In the educational context, sexual harassment means conduct on the basis of sex that satisfies one or more of the following:

- An employee of the recipient conditioning the provision of an aid, benefit, or service of the recipient on an individual's participation in unwelcome sexual conduct ("quid pro quo harassment");
- Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the recipient's education program or activity ("hostile environment harassment"); or
- "Sexual assault" as defined in 20 U.S.C. 1092(f)(6)(A)(v), "dating violence" as defined in 34 U.S.C. 12291(a)(10), "domestic violence" as defined in 34 U.S.C. 12291(a)(8), or "stalking" as defined in 34 U.S.C. 12291(a)(30)

The Collaborative will promptly investigate all allegations of sexual harassment of which it has actual knowledge, and which are alleged to occur in the school's programs and activities, including locations, events, and/ or circumstances in which the school Collaborative exercises substantial control, in a way that is not deliberately indifferent.

The following additional definitions apply:

"Actual knowledge" means notice of sexual harassment or allegations of sexual harassment to any employee of the Collaborative, except that this standard is not met when the only official of the Collaborative with actual knowledge is the respondent (where the respondent is an employee). Imputation of knowledge based solely on vicarious liability or constructive notice is insufficient to constitute actual knowledge. Complaints will be addressed whenever the Collaborative has actual knowledge of the allegation.

"Administrative leave" means placing an employee on leave pursuant to state law. Nothing in the Title IX regulations precludes a recipient from placing a non-student employee respondent on administrative leave during the pendency of a grievance process, provided that Massachusetts laws are followed.

"Consent" means cooperation in act or attitude pursuant to an exercise of free will of a conscious person with informed knowledge of the nature of the act or actions. A current or previous relationship shall not be

sufficient to constitute consent. Consent will not be found when submission to the act or actions is undertaken due to the influence of fear, fraud, forcible compulsion, threats, and/ or the complainant possessed any legal incapacity to consent at the time of the act or actions. Consent is a defense to all types of sexual harassment.

"Complainant" means an individual who is alleged to be the victim of conduct that could constitute sexual harassment.

"Deliberate indifference" means a response to sexual harassment that is clearly unreasonable in light of the known circumstances.

"Emergency removal" means the suspension or expulsion of a student on an emergency basis, consistent with state law. Nothing in the Title IX regulations precludes a Collaborative from removing a respondent from the Collaborative's education program or activity on an emergency basis, provided that the Collaborative follows all procedures under Massachusetts law, undertakes an individualized safety and risk analysis, determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal, and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal.

"Formal complaint" means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment and requesting that the Collaborative investigate the allegation of sexual harassment.

"Respondent" means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

"Supportive measures" means non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the recipient's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the recipient's educational environment, or deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work or housing locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures. The Collaborative must maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of the recipient to provide the supportive measures. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

Complaints and Reports of Sexual Harassment

Upon receiving actual notice of alleged sexual harassment without a formal complaint, staff members must notify the Title IX Coordinator. The Title IX Coordinator must then contact the complainant within two school days of receiving the complaint and do the following:

- Discuss and offer supportive measures;
- Consider the complainant's wishes with respect to supportive measures;
- Explain that supportive measures may be received with or without filing a formal complaint;
- Determine whether the complainant wishes to file a formal complaint; and
- Explain to the complainant the purpose of filing a formal complaint.

The Title IX Coordinator must document in writing the supportive measures offered/provided or why no supportive measures were offered/provided. Complaintants and respondents must be offered supportive measures even if they do not file a formal complaint.

If the complainant declines to file a formal complaint, the Title IX Coordinator must consider whether to sign a formal complaint and start an investigation despite the complainant's preferences. This decision may be appropriate when safety or similar concerns lead the Collaborative to conclude that a non-deliberately indifferent response to actual knowledge of Title IX sexual harassment could reasonably require the school Collaborative to investigate and potentially sanction a respondent. A Title IX Coordinator's decision to override the complainant's decision not to file a formal complaint must be documented in writing along with an explanation of why this decision was necessary in order to avoid deliberate indifference.

Formal complaints may also be filed directly with the Title IX Coordinator by a complainant in person, by mail, by email, or by telephone at any time, including during non-business hours. The contact information for the Title IX Coordinator is:

L. Troye Thompson (HR Coordinator)
Cape Cod Collaborative
418 Bumps River Road, Osterville, MA 02655
508-420-6950 x 1122

The complaint may be written by the complainant, or it will be reduced to writing by either the school employee who receives the complaint, the Director of Special Education Programs, the Program Director, or the Title IX Coordinator. Whether the complaint is reduced to writing by a student, parent, or staff member, the written complaint should include the name of the complainant, the name of the alleged victim (if different), the name of the respondent, the location of the school/department where the alleged discriminatory action occurred, the basis for the complaint, witnesses (if any), and the corrective action the complainant is seeking. This information will be made on or transferred to a discrimination/ harassment complaint form maintained by the Collaborative.

There is no time limit or statute of limitation on timing to file a formal complaint. However, at the time of filing a formal complaint, an alleged victim must be participating or attempting to participate in a program or activity of the school Collaborative. Additionally, the Collaborative has discretion to dismiss a formal complaint where the passage of time would result in the Collaborative's inability to gather evidence sufficient to reach a determination regarding responsibility, or when the Collaborative loses responsibility for the respondent (e.g., the respondent no longer attends or is employed by the Collaborative).

If the conduct alleged in the formal complaint would not constitute sexual harassment as defined in this policy even if proved, did not occur in the school Collaborative's education program or activity, or did not occur against a person in the United States, then the Collaborative must dismiss the formal complaint under these procedures, but could investigate it under other policies and procedures. The Collaborative must send written notice of any dismissal.

Investigations to allegations of sexual harassment will be prompt and the formal process will be completed within a sixty (60) daytime frame where feasible. There may be a temporary delay of the grievance process or the limited extension of time frames for good cause with written notice to the complainant and the respondent of the delay or extension and the reasons for the action. Good cause may include considerations such as the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities.

Written Notice

Before any investigation can begin, the Collaborative must send written notice to both parties including sufficient details. Sufficient details include the identities of the parties involved in the incident, if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident, if known. The written notice must include a statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the grievance process. The written notice must inform the parties that they may have an advisor of their choice, who may be, but is not required to be, an attorney, and may inspect and review evidence. The written notice must inform the parties that the Collaborative's code of conduct prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

If additional allegations are added during the course of the investigation, additional written notice must be provided.

Informal Resolution

Where appropriate, after notice has been issued, the Title IX Coordinator should also consider offering the parties an option for informal resolution (e.g., mediation). Informal resolution may only be offered after a formal complaint is filed, and the parties must give written consent to engage in this process. Informal resolution may not be used if the allegation is against an employee respondent. Facilitators of informal resolution will be designated by the Title IX Coordinator and must not be biased against any of the parties.

Informal resolution is entirely voluntary. Complainants may elect to pursue formal procedures at any step in the process of making their complaint, even if informal resolution has already begun. Similarly, respondents may elect to follow formal procedures and decline informal resolution.

If the complainant and the respondent feel that their grievances have been sufficiently addressed via informal resolution, then no further action needs to be taken. This voluntary conversation must occur within five (5) school days after receiving the complaint of discrimination or harassment, unless both parties agree otherwise. The results of an informal resolution shall be maintained by the facilitator, in writing.

If the complainant is not satisfied with the resolution from the informal process, or if he/she does not choose informal resolution, then he/she can begin the formal complaint procedure described below.

Investigation
If informal resolution is not offered to or accepted by the parties, the Title IX Coordinator will designate an investigator and a decision maker, who may not be the same person. The Title IX Coordinator is free to cast themself in either role, where appropriate.

The investigator must not be biased against any of the parties at the outset of the investigation. The investigator will be responsible for interviewing parties and witnesses, finding facts, and making determinations related to credibility, all of which will go into a written report. The investigator must avoid all questions that are protected by legal privilege, unless the privilege has been waived, and should avoid asking about the complainant's sexual history unless it is directly relevant to prove consent to the conduct at issue or to prove that the conduct was committed by someone other than the respondent.

Prior to completion of the investigative report, the school Collaborative will send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties must have at least 10 days to submit a written response, which the investigator will consider prior to completion of the investigative report.

The investigator must avoid making any final determinations of responsibility for sexual harassment.

Findings should be written in a factual way in an investigative report. Credibility determinations may not be based on an individual's status as complainant, witness, or respondent.

During the investigative process and any further hearings, complainants and respondents have a right to have advisors of their choice participate in all aspects of the proceedings. The Collaborative will provide both parties with written notice of investigative interviews, meetings, and hearings, with sufficient time to prepare.

The investigation will not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege.

Findings of Responsibility
After the investigator has completed the investigation, the designated decision-maker will be assigned to determine final responsibility or lack thereof for violating Title IX. The decision-maker must not be biased against any of the parties at the outset of this process.

Before the Collaborative can determine responsibility, an investigative report will be sent to the parties and the decision-maker will offer both the complainant and respondent the opportunity to submit proposed relevant, written questions to ask of any party or witness, to respond to questions posed by another party, and to offer additional limited follow-up. Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent. The decision-maker(s) must explain to the party proposing the questions any decision to exclude a question as not relevant.

After this process is complete, the decision-maker will create a written determination regarding whether sexual harassment has occurred using a preponderance of the evidence standard.

A "preponderance of the evidence" means that it is more likely than not that the alleged conduct occurred. The decision-maker shall further recommend what action, if any, is required. If it is determined that sexual harassment occurred, the Collaborative will take steps to prevent the recurrence of the harassment and correct its discriminatory effect on the complainant and others if appropriate.

The written determination must be issued to both parties simultaneously and must include: A. A. Identification of the allegations potentially constituting sexual harassment;

B. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held;
C. Findings of fact supporting the determination;
D. Conclusions regarding the application of the recipient's code of conduct to the facts;
E. A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the recipient imposes on the respondent, and whether remedies designed to restore or preserve equal access to the recipient's education program or activity will be provided by the recipient to the complainant; and
F. The Collaborative's procedures and permissible bases for the complainant and respondent to appeal (a copy of, or direct reference to, this policy will suffice).

If there is a finding that sexual harassment occurred, the school Collaborative will provide remedies to the complainant designed to restore or preserve equal access to the school Collaborative's education program or activity. Such remedies may include supportive measures.

Formal disciplinary actions may be imposed in the event that the preponderance of the evidence indicates a violation of this policy, up to and including expulsion or termination. Any disciplinary action will be in accordance with due process rights under State law and any applicable collective bargaining agreement.

As indicated above, these procedures do not limit the Collaborative from removing a student or employee from a program or activity on an emergency basis based on immediate threats to people's physical health or safety or placing an employee on administrative leave during the pendency of the investigation.

Records

A record will be maintained for a period of seven years of any actions, including supportive measures, taken in response to a report or formal complaint of sexual harassment and Collaborative staff will document the basis for the Collaborative's conclusion that its response was not deliberately indifferent.

Training

The Collaborative will ensure that Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process, receive training on the definition of sexual harassment, the scope of the recipient's education program or activity, how to conduct an investigation and grievance process including hearings, appeals, and informal resolution processes, as applicable, and how to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias.

The Collaborative will ensure that decision-makers receive training on any technology to be used in interviews and on issues of relevance of questions and evidence, including when questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant.

The Collaborative also must ensure that investigators receive training on issues of relevance to create an investigative report that fairly summarizes relevant evidence.

Any materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process, must not rely on sex stereotypes and must promote impartial investigations and adjudications of formal complaints of sexual harassment.

These training materials will be posted on the Collaborative's website.

Appeals

Any party may appeal the decision in writing to the Executive Director within fifteen (15) school days of receipt of the findings of the formal procedure or a dismissal on the following bases:

A. Procedural irregularity that affected the outcome of the matter;
B. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and
C. The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.

The Collaborative will notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties. Both parties will have a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome.

The Executive Director or designee, as a further impartial decision-maker, will review the comprehensiveness and accuracy of the investigation and the conclusions, and issue written findings to both the complainant and respondent within thirty (30) school days of the appeal.

Contact information for the Executive Director:
Hope Hanscom, Executive Director
Cape Cod Collaborative
418 Bumps River Road, Osterville, MA 02655
h.hanscom@capecodcollaborative.org
508-420-6950

External Grievance Procedure

Any student, parent or employee who chooses not to use the Collaborative's internal grievance procedures or who is not satisfied with the Collaborative's internal grievance procedures may file a complaint of discrimination or harassment with an appropriate state or federal agency.

For complaints related to discrimination/harassment of students: The Office
for Civil Rights, US Department of Education
5 Post Office Square, 8th Floor
Boston, MA 02109-3921

Telephone: 617-289-0111, FAX: 617-289-0150, TDD: 877-521-2172

OR

The Massachusetts Commission Against Discrimination
One Ashburton Place
Sixth Floor, Room 601
Boston, MA 02108
Phone 617-994-6000, TIY: 617-994-6196

For complaints related to discrimination/harassment of parents: The Office for Civil Rights, US Department of Education
5 Post Office Square, 8th Floor
Boston, MA 02109-3921
Telephone: 617-289-0111, FAX: 617-289-0150, TDD: 877-521-2172

For complaints related to discrimination/harassment of employees: The Office for Civil Rights, US Department of Education
5 Post Office Square, 8th Floor
Boston, MA 02109-3921
Telephone: 617-289-0111, FAX: 617-289-0150, TDD: 877-521-2172
OR

The Massachusetts Commission Against Discrimination
One Ashburton Place
Sixth Floor, Room 601
Boston, MA 02108
Phone 617-994-6000, TIY: 617-994-6196

OR

The Equal Employment Opportunities Commission
John F. Kennedy Federal Building
475 Government Center
Boston, MA 02203
Phone: 1-800-669-4000

Referral to Law Enforcement, Other Agencies
Some alleged conduct may constitute both a violation of Collaborative policies and criminal activity. The Director of Special Education, Title IX Coordinator, Executive Director, or designee will refer matters to law enforcement and other agencies as appropriate under the law or Collaborative policy and inform the complainant/ alleged victim of the right to file a criminal complaint.

Retaliation
Complainants and those who participate in the complaint resolution process or who otherwise oppose in a reasonable manner an act or policy believed to constitute discrimination are protected from retaliation by law and Collaborative policy. The coordinator or designee will inform all involved individuals that retaliation is

prohibited, and that anyone who feels that they have experienced retaliation for filing a complaint or participating in the resolution process should inform the coordinator. The coordinator will investigate reports of retaliation and, where retaliation is found, take separate remedial and disciplinary action.

TERMINATION POLICY:

Employment at the Collaborative is at-will. Generally, the Collaborative Board will make renewal decisions on a year-to-year or as-needed basis.

During the first ninety (90) workdays of a staff member's first year of employment, they 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 individuals 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 they will be allowed to address the Board on their behalf prior to the vote.

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, the Employee may terminate their employment with thirty (30) days notice. 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

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.

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.

An employee may be granted up to five (5) days leave from accumulated sick leave each year for serious illness in the immediate family (defined as spouse, parents, children) providing such leave is approved by

the Executive Director or their designee.

To be eligible for compensated sick leave, the employee must report absence due to their illness or injury at least 2 hours prior to the scheduled start time on the first day of the illness or injury and each day thereafter if they are able to do so.

Reporting Sick Leave

Employees are required to report sick leave through SmartFind Express using the online portal, mobile app, or phone system.

Employees are responsible for accurately entering the date and duration of their sick leave and ensuring the absence is properly submitted in accordance with Collaborative procedures.

Failure to properly report an absence may result in a delay in processing leave pay and/or may be considered an unauthorized absence.

Salaried employees will be entitled to earn fifteen (15) sick leave days per year if employed in a full-time capacity on a ten-month annual appointment. Salaried employees will be entitled to earn eighteen (18) sick leave days per year if employed in a full-time capacity on a twelve-month annual appointment. Other salaried employees working less than full-time will receive prorated benefits.

Accrual 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 and ten-month employees earn 1.5 sick leave days per month.

Ten-month 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 184 days. Twelve-month 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 222 days.

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 Transportation Handbook.)

The Executive Director reserves the right to require an employee to provide verification by a physician of the employee's illness, injury, or disability whenever the employee's use of sick leave exceeds four (4) consecutive days or a total of ten (10) days in a contract year. Employees found to be abusing sick leave will be considered to have been absent excessively and subject to progressive discipline up to and including dismissal.

B. Personal Leave:

Subject to the discretion of the Executive Director, full-time employees may be granted two (2) 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 two (2) 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 long weekends, or school vacations, is not permitted. At the end of the school year, unused personal days will

be converted to sick leave days.

(Transportation Employees: refer to Transportation Handbook.)

C. Bereavement Leave:

A full-time employee may be granted a leave of absence not to exceed five 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 their spouse, and their parents, children, brothers and sisters, or grandparents.

D. Leave Without Pay:

If an employee becomes ill (as stated in the first paragraph of this section) and has insufficient accrued sick leave for the time they shall be unable to fulfill their work obligations, the employee shall be placed on leave without pay for the period of time they are ill only at discretion of the Executive Director.

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 additional 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.

G. Sabbatical Leave Without Pay:

A leave of absence without pay for up to one (1) year 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 they will be taken to have resigned their 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 any 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 military 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, to use accrued paid leave while taking FMLA leave. If an employee substitute 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 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 their 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 their 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 they were eligible on the date their 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. If the employee is eligible for leave under the FMLA, leave under that law and this law shall run concurrently.

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 employees 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. The Collaborative will provide a private, non-bathroom location 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. Other Leave:

A full-time employee may be granted a leave of absence, without pay, for exceptional circumstances not covered in the above policy, with approval of the Executive Director. The Executive Director's decision is final.

SMOKE AND VAPE-FREE WORKPLACE POLICY

The Cape Cod Collaborative maintains a smoke-free and vape-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. c. 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.

Tobacco Use Prohibited

No student, staff member or school visitor is permitted to use any tobacco product at any time, including non-school hours (24/7):

- In any building, facility or vehicle owned, leased, rented, or chartered by the Cape Cod Collaborative.
- On any grounds and property – including athletic fields and parking lots – owned, leased, rented, or chartered by the Cape Cod Collaborative; or
- At any school-sponsored or school-related event on-campus or off-campus.

In addition, Cape Cod Collaborative employees, school volunteers, contractors or other persons performing services on behalf of the Collaborative are also prohibited from using tobacco products at any time while on duty and in the presence of students, either on or off school grounds.

Further, no student shall be permitted to possess a tobacco product while in any school building, while on school grounds or property, or at any school-sponsored or school-related event, or at any other time that students are under the authority of school personnel.

Definitions:

For the purposes of this policy, the following definitions have the following meanings:

1) "Electronic Smoking Device" means any electronic device, the use of which may resemble smoking, which can be used to deliver an inhaled dose of nicotine or other substances to the user. "Electronic Smoking Device" includes any such electronic smoking device, whether manufactured, distributed, marketed, or sold as an electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, electronic hookah, vape pen or any other product name or descriptor.

2) "Smoke or Smoking" means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, or pipe, or any other lighted or heated tobacco or plant product intended for inhalation, including hookahs and marijuana, whether natural or synthetic, in any manner or in any form. "Smoking" also includes the use of an electronic smoking device which creates an aerosol or vapor in any manner or form.
3) "Tobacco Products" means
    a. Any product containing, made, or derived from tobacco or nicotine that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including but not limited to cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, snuff;
    b. Any electronic smoking device that delivers nicotine or other substances to the person inhaling from the device, including, but not limited to an electronic cigarette, cigar, pipe, or hookah;
    c. "tobacco product" includes any component, part, or accessory of a tobacco product.
4) "Tobacco use" means smoking, chewing, dipping, or any other use of tobacco products, including electronic smoking devices.

Enforcement for Staff

Consequences for employees who violate the tobacco use policy will be in accordance with personnel policies and may include verbal warning, written reprimand, or termination.

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. As a reminder, marijuana is illegal under federal law. 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) through Perspectives. This program provides employees and their family with confidential professional assistance to help resolve personal problems, including issues with drugs and alcohol.

Perspectives Employee Assistance Program
800.456.6327
mega.allonehealth.com
Access code: MEGA

All employees will be notified by published statement that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including marijuana, 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

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 Manager. This employee may be contacted at 508-420-6950 x1122.

The CCC has a strong commitment to its employees to provide a safe workplace 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 workplace and on our ability to accomplish our goal of an alcohol and drug-free environment. All 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 their personal possession, in their 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 their continued employment, provided the employee stops any and all involvement with the substance being abused and maintains adequate job performance.

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. 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 controlled substances will not be offered employment with the Cape Cod Collaborative.
2. Post-Accident. All CDL and 7D drivers 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. Tests 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 themself 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%/10% (drug / alcohol) of all the covered employees.

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 reveals 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 a 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.

Consequences of a Negative Dilute Alcohol / Drug Test Result

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

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.

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.

EMPLOYEE CONVICTION/DISPOSITION REPORT

By law this report must be filed with the Executive 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), or violating a criminal drug statute arising from work-place conduct. Failure to report to the Executive Director within five days makes you liable to disciplinary action, up to and including termination. Completion of the report does not preclude the Collaborative from taking additional disciplinary action based on the conviction/disposition.

TECHNOLOGY ACCEPTABLE USE POLICY

The Cape Cod Collaborative information technology (IT) resources, which includes but is not limited to Collaborative owned devices, Collaborative accounts, and Collaborative wireless internet, shall be used in

a manner consistent with its educational mission and to provide more efficient services to its member districts. Users are expected to:
Respect intellectual property rights, ownership of information, and system security, and
Demonstrate professional behavior through appropriate communications.
Violation of any portion of this policy may result in disciplinary and/or legal action, including possible suspension or dismissal.

Prohibited Uses

Each user is responsible for their own actions involving information technology, including their computer files, passwords, and accounts. Examples of prohibited use of CCC IT include, but are not limited to:

- Any use that violates federal, state, or local law or regulation, including copyright laws, or use that violates a Collaborative policy,
- Any use to harass, discriminate, threaten, defame, demean, or intimidate,
- Any use that involves material or language that is profane, obscene, fraudulent, offensive, sexually explicit, or sexually suggestive, or vulgar,
- Any use for private financial gain, advertising, or solicitation purposes,
- Conducting private business,
- Fundraising for any purpose not sponsored by the Collaborative,
- Downloading, using, or copying software in violation of a license agreement or copyright,
- Infringing on intellectual property rights,
- Connecting any device not owned or managed by the Collaborative to the network (other than the "open" wireless network),
- Obtaining confidential information about a student and/or their families for non-school related activities or sharing confidential information about students or Collaborative employees for non-school related activities,
- Wasteful use of the Collaborative's IT resources by, among other actions, sending mass mailings, excessive printing, spending excessive amounts of time on the internet, or otherwise creating unnecessary network traffic. (For this purpose, excessive amounts of time is time that interferes with the employee's official duties and responsibilities.)
- Sharing or revealing password information, using someone else's password, or pretending to be someone else when sending information over the Collaborative network,
- Forgery or attempted forgery,
- Gaining, or attempting to gain, unauthorized access to any computer or network,
- Any misuse or disruption of CCC technology, including intentional physical misuse or damage or any breach of security features,
- Any communication that represents personal views as those of the Collaborative or that could be misinterpreted as such.
- Any communication that violates generally accepted rules of electronic mail or computer etiquette and/or professional conduct,
- Posting pictures, audio, or video of school personnel, students, or school-related activities to the internet without the permission of administration and all parents involved,
- Failure to report breach of technology security to the Program Director or appropriate manager.

No Expectation of Privacy

The use of Collaborative technology resources is different from personal home use. All actions, including but not limited to, information stored, accessed, viewed, or written are logged and accessible to Collaborative administration. The Collaborative has the right to monitor, quarantine, backup, move, archive and/or delete, and to access all electronic files, local or remote, on systems managed by the Collaborative.

Employees have no expectation or privacy when using the Collaborative's technology resources, whether the use takes place during our outside of working hours. All actions performed by employees in regard to the Collaborative's technology resources are legally discoverable and could be subpoenaed by a court of law.

Data Confidentiality
Some Collaborative employees, as part of their jobs, have access to confidential information such as personal data about identifiable individuals. Employees are expected to use appropriate judgement and caution in communications concerning students and staff to ensure personally identifiable information remains confidential. Employees are strictly prohibited from acquiring access to and/or disseminating such confidential information unless access to and/or dissemination is authorized and required by their jobs.

Email and the Public Records Law
Email messages concerning official Collaborative business are generally considered public record information that is subject to disclosure under the Massachusetts public records law [G.L. c. 66 § 10; G.L. c. 4, § 7 (26)].

Etiquette
All communications (electronic or written) reflect upon the Collaborative. Employees should communicate in a professional manner with proper spelling and grammar. Employees should be mindful of their use of social media, and should not comment about work, fellow employees, and students. Employees are held to a higher standard of conduct where such comments reflect their reputation and that of the Collaborative.

Responsibility for Collaborative Equipment
An employee who has been issued a laptop, cellphone, tablet, or any other device belonging to the Collaborative is responsible for the equipment at all times, during and outside of working hours. There is no expectation that damaged or stolen equipment will be replaced with similar equipment. Negligent damage to Collaborative equipment may result in repair/replacement charges. Only software and apps with appropriate licenses issued to the Collaborative may be installed on these devices. Do not share personal cell phone information with families.

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 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 themself or of damage to their 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. The CCC Bullying Policy and Plan may be found on the website.

MANDATED REPORTING OF SUSPECTED CHILD ABUSE

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.

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.

Collaborative staff must 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. Any employee who has a reasonable cause to believe that a child is suffering physical or emotional injury resulting from (i) abuse inflicted upon them which causes harm or substantial risk of harm to the child's welfare, including sexual abuse; (ii) neglect, including malnutrition; (iii) physical dependence upon an addictive drug at birth shall immediately notify their supervisor.

With due respect given to maintain confidentiality, the supervisor 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.)

Collaborative 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.

THE BUSINESS OFFICE

The Business Office is responsible for maintaining the financial systems of the Collaborative, which include, but are not limited to: 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.

Benefits:
See the Cape Cod Collaborative Benefits Handbook. For new employees, coverage begins on the first day of the month following their employment. Open enrollment for health and dental coverage is in May of each year. This 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 Salary Scales & Payment Options, found in the Appendix, and Employee Portion of Health Benefits, in the Benefits Handbook.*

Contributory benefit costs (Health, Dental and Group Life) are shared 65% by the Collaborative and 35% by the employee. Voluntary plan deductions including Long Term Disability and Voluntary Life are available and the Business Office has plan information on each for your review.

Direct Deposit: Net pay will be automatically deposited into accounts of your choosing, after a test file is sent with the first payroll and after the Direct Deposit information has been received. Employees will receive payroll statements via email.

Workers' Compensation Insurance: Employees are covered for medical and disability under Workers' Compensation Insurance at no cost to them. Report a job-related accident to your supervisor and submit a Claim Form to the Business Office. Forms are available on the CCC Staff Resource site. You must report an on-the-job accident immediately (within 24 hours). (See Appendix I: EMPLOYMENT FORMS, DOCUMENTS AND INFORMATION)

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 $1,128 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.

School Meal purchases: Breakfast and / or Lunch may be purchased by staff at the STAR and Waypoint programs. All staff breakfast and/or lunch must be paid for at the time of purchase - there can be no exceptions.

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. 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.

3. 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 the Collaborative contribution for dental insurance.)

4. 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.

5. 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 Collaborative purchases must be pre-authorized by the program director and a requisition submitted through the Business Office. A Purchase Requisition may be entered by the program's Administrative Assistant; it must be authorized by the program director and forwarded to the Business Office for final

approval. Information should indicate clearly which budget line item, program, and fund or grant should be charged for the expenditure.

In rare situations you may need 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 the IRS standard mileage rate and is subject to change. Travel from home to the principal place of employment is a commute and therefore not reimbursable. Copies of this form may be found on the CCC Staff Resource site 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 may be found on the CCC Staff Resource site or are available in the Business Office.

STAFF INJURY – WORKERS' COMPENSATION

(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 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.

In the event that an injured employee is unable to complete the insurance form, the employee's supervisor will complete the form, noting all details related to the injury, and provide the form to the Business Office 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.

PUBLIC DAY SCHOOL EMPLOYEES

Yearly Calendar

The programs will follow the school calendar (e.g. Waypoint Academy, STAR, Admin) 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.

Under Massachusetts Law M.G.L. c. 149, § 100, public day school employees are eligible for a 30-minute unpaid meal break for each 6 hours of work. Please refer to the School Staff Schedules below for program-specific information.

Therapy and Teacher Schedules

Itinerants . Itinerant staff shall provide a copy of their schedule to their Supervisor and Program Director, and update it on a monthly basis as needed. Whenever an itinerant will be late, leave early or be absent, it is their professional responsibility to notify their Supervisor and Program Director. On occasion, employees may be requested to work longer than the normal workday. All staff must use the Google template provided to them to complete and maintain their schedule.

School Staff Schedules

STAR Program

Employees of the STAR Program may elect to waive their right to the unpaid meal period by signing a waiver, though this is not required. Staff who have waived the unpaid meal period are required to arrive at least 30 minutes prior to the beginning of class and to be present 30 minutes after the end of school.

Employees who have not waived their right to the unpaid meal period are required to be present at least 45 minutes prior to the beginning of class and 45 minutes after the end of the school. Meal breaks will be taken as scheduled by the Program Director. School staff will be completely relieved of all duties during their meal break and must document the break each day on a timesheet.

Waypoint Academy

Employees of Waypoint Academy may elect to waive their right to the unpaid meal period by signing a waiver, though they are not required to. Staff who have waived the unpaid meal period are required to arrive at least 15 minutes prior to the beginning of school and to be present at least 15 minutes after the end of school.

Employees who have not waived their right to the unpaid meal break are required to be present at least 30 minutes prior to the beginning of class and at least 30 minutes after the end of school. Meal breaks will be taken as scheduled by the Program Director. School staff will be completely relieved of all duties during their meal break and must document their meal break each day on a timesheet.

Teachers . Teachers are responsible for providing classroom coverage before the first child arrives and 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 Program Director immediately. On occasion, employees may be requested to work longer than the normal workday.

Paraprofessionals. Daily schedules will be provided to the paraprofessional by the teacher, upon approval of the Program Director. On occasion, employees may be requested to work longer than the normal workday.

STUDENT TRANSPORTATION

If there is any problem with student transportation provided by Cape Cod Collaborative, please contact the Transportation Dispatch immediately. Teachers may not use drivers to provide information to parents, and drivers must advise parents to contact the teacher. Drivers may bring sealed envelopes to deliver to parents. Staff shall not transport students in private vehicles.

PROFESSIONAL DEVELOPMENT REQUEST

A Collaborative employee who wishes to attend a professional conference at the expense of the Collaborative must submit the request form to the Program Director at least four (4) weeks prior to the conference date for review.

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.

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 injection 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.

ANNUAL EVALUATIONS

All employees whose role requires that they hold certification through the Massachusetts Department of Elementary and Secondary Education (DESE) (or the equivalent e.g. BCBA, OT, etc.) will be evaluated on an annual basis in a manner aligned with DESE evaluation guidelines.

Paraprofessionals and other program staff will 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 Executive 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 programs. We also accept interns in graduate and undergraduate 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 whereby the Collaborative shall be authorized access to the Criminal Offender Records Information (C.O.R.I.) of said applicant as permitted by law.

Volunteers 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**

Employee Handbook Acknowledgment and Receipt

I acknowledge that I have received a copy of the Employee Handbook for Cape Cod Collaborative.

I understand that the handbook contains important information about the organization's policies, procedures, and expectations.

I understand that the information contained in the handbook is subject to change at any time, with or without notice, at the discretion of Cape Cod Collaborative. I further understand that no statement in the handbook should be interpreted as a contract of employment, expressed or implied, and that my employment relationship is at will, unless otherwise stated in a separate written agreement signed by an authorized representative of the organization.

I acknowledge that if I have questions regarding the contents of the handbook, it is my responsibility to seek clarification from my supervisor or Human Resources.

By signing below, I confirm that I have received the Employee Handbook and it is my responsibility to read, understand, and comply with the policies outlined in the handbook as a condition of my employment.

Employee Name (Print):_____

Position/Title:_____

Department:_____

Employee Signature:_____

Date:_____

APPENDICES

EMPLOYMENT FORMS, DOCUMENTS AND INFORMATION I

- EMPLOYEE BENEFITS SUMMARY AND HEALTH INSURANCE RATES
  (Please refer to Benefits Handbook for detailed benefit information.)
- SALARY STEPS

- SCHOOL YEAR CALENDAR 2026-2027
- MEAL BREAK WAIVER FORM
- WORKERS COMPENSATION INFORMATION

CORI/CHRI POLICIES II

Benefit eligibility
Employees who regularly work 20+ hours per week are considered to be benefit-eligible.

Employer Contribution
The Collaborative contributes 65% of the cost for health, dental, and group life coverage. Employees are responsible for 35% of the cost. **The Collaborative will contribute 75% of the cost of individual health coverage for employees electing the Harvard Pilgrim Best Buy HSA HMO.**

Section 125 Cafeteria Plan
Through the Collaborative's Premium Only Plan, payroll deductions for health, dental, and group life insurance premiums are paid with *pre-tax dollars*. These pre-tax premiums are exempt from Federal, State, and Medicare taxes.

Health and Dental Insurance
The Collaborative offers health and dental coverage as a member of the Cape Cod Municipal Health Group (https://ccmhg.com/). Their website contains a wealth of information for employees, including plan information, Rx formularies, the Diabetes Care Rewards program, MyTelemedicine, and Wellness programs.

Health Insurance Options (Individual, Single Parent/Single Child, Family)

HMO Plans	HSA Qualified* High-Deductible HMO Plans
Blue Cross Blue Shield Network Blue HMO	Blue Cross Blue Shield Access Blue New England Saver
Harvard Pilgrim HMO	Harvard Pilgrim Best Buy HSA HMO

Delta Dental PPO Plus Premier

Dental Insurance (Individual, Single Parent/Single Child, Family):

Eyemed Vision Plan – Employee Contribution only (Individual, Individual + 1, Family)

Flexible Spending Account (FSA)
A Flexible Spending Account allows employees to set aside money through pre-tax payroll deductions which can be used for eligible health care costs and dependent care expenses. These accounts run on a calendar year, with open enrollment occurring in November. New hires have thirty (30) days from date of hire to enroll.

*Health Savings Account (HSA)
Eligible employees who elect HSA Qualified HMO health plans will have an HSA account established upon enrollment. The Collaborative will contribute one-half of the plan deductible to this account each year ($1,000 for individual coverage, $2,000 for single parent/single child or family coverage). The contributions are made in monthly increments of $100 or $200 over ten (10) months. Employees may elect to contribute through pre-tax payroll deductions.

Group Life, Voluntary Life and Voluntary Long-Term Disability
Offered through **Boston Mutual Life Insurance Company**

Group Life	Voluntary Life	Voluntary LTD
Basic Term Life, AD&D	Additional Term Life, AD&D	Long-term Disability Benefit
Employer pays 60% of premium	Employee pays full premium	Employee pays full premium
Paid through pre-tax payroll deductions	Paid through after-tax payroll deductions	Paid through after-tax payroll deductions

Approved by the CCC Board of Directors 9/10/2025

2026-2027 Salary Steps

Teachers 2027

	Bachelors	Masters	Masters+30
1	63,105	68,842	74,578
2	64,998	70,907	76,816
3	66,948	73,034	79,120
4	68,956	75,225	81,494
5	71,025	77,482	83,939
6	73,156	79,806	86,457
7	75,351	82,201	89,051
8	77,611	84,667	91,722
9	79,939	87,207	94,474
10	82,338	89,823	97,308
11	85,933	92,517	100,227
12	88,758	95,293	103,234
13	89,972	98,152	106,331
14	92,672	101,096	109,521

Itinerent 2027

	Bachelors	Masters	Masters+30
1	63,105	68,842	74,578
2	64,998	70,907	76,816
3	66,947	73,034	79,121
4	68,956	75,225	81,494
5	72,933	77,482	83,938
6	75,849	79,807	86,556
7	78,884	82,826	90,018
8	82,040	86,140	92,953
9	85,320	89,586	96,671
10	88,734	93,169	100,539
11	92,282	96,895	104,559
12	95,974	100,771	108,742
13	99,813	104,803	113,092
14	103,806	108,994	117,615

TA 2027

A	32,200
B	32,844
C	33,488
D	34,132
E	34,776
F	35,420
G	36,064
H	36,708
I	37,352
J	38,640
K	41,216
L	43,792
M	46,368
N	48,944
O	52,808

Voc Support Nurse 2027

1	43,439
2	45,177
3	46,984
4	48,864
5	50,817
6	52,850
7	54,965
8	57,164
9	59,450
10	61,827
11	63,336
12	66,873

Therapy Assistant 2027

(OT-PT-SP/L)

1	56,693
2	58,960
3	61,318
4	63,771
5	66,322
6	68,975
7	71,733
8	74,603

Pay OptionsTBD

Contract Pay Installment Options:

A	26 Bi-weekly payments
B	21 Bi-weekly payments
C	

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

Bi-weekly Pay Dates	A 26	B & C 21
11-Sep-26	1	1
25-Sep-26	2	2
9-Oct-26	3	3
23-Oct-26	4	4
6-Nov-26	5	5
20-Nov-26	6	6
4-Dec-26	7	7
18-Dec-26	8	8
1-Jan-27	9	9
15-Jan-27	10	10
29-Jan-27	11	11
12-Feb-27	12	12
26-Feb-27	13	13
12-Mar-27	14	14
26-Mar-27	15	15
9-Apr-27	16	16
23-Apr-27	17	17
7-May-27	18	18
21-May-27	19	19
4-Jun-27	20	20
18-Jun-27	21	*21
2-Jul-27	22	
16-Jul-27	23	
30-Jul-27	24	
13-Aug-27	25	
27-Aug-27	26	

Waypoint Academy
1175 Route 28 South
Yarmouth, MA 02664
(508) 564-5099 Fax: (508) 564-5263
School day: 8:00 AM - 2:30 PM
Early Dismissal: 11:15 PM
Summer ESY 8:00 AM - 1:00 PM
Progress Reports:
Q1: Nov 2nd Q3: April 2nd
Q2: Jan 21st Q4: June 21st

CAPE COD COLLABORATIVE PUBLIC DAY SCHOOL 2026-2027 CALENDAR

Approved by CCC BOD on 01/14/2026

STAR PROGRAM
418 Bumps River Rd
Osterville, MA 02655
(508) 420-6950 Fax: (508) 420-6959
School day: 9:00 AM - 3:00 PM
Early Dismissal: 11:45 AM
Summer ESY 9:00 AM - 2:00 PM
Progress Report:
Term 1: Nov 24th Term 2: March 11th
Term 3: June 21st

July
3rd- Independence Day/CCC Closed
ESY Wk 1: 7/6/26-7/9/26
Wk 2: 7/13/26-7/16/26
Wk 3: 7/20/26-7/23/26
Wk 4: 7/27/26-7/30/26

JULY 2026						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

AUGUST 2026						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

August
ESY Wk 5: 8/03/26-8/06/26
Wk 6: 8/10/26-8/13/26
26th&27th - New Staff Orientation
31st- Staff Days/No Students

September
1st- Staff Days/No Students
2nd- First Day of School for Students
4th- No School
7th- Labor Day/No School
18th- In Service/Half Day for Students

(19 Days)

SEPTEMBER 2026						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

OCTOBER 2026						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

October
9th- All Cape Professional Development/No School for Students
12th- Indigenous Peoples Day/No School

(20 Days)

November
6th- In Service/Half Day for Students
11th- Veterans Day/No School
25th-27th- Thanksgiving Break/No School

(17 Days)

NOVEMBER 2026						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

DECEMBER 2026						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

December
11th- In Service/Half Day for Students
24th-31st Winter Vacation/No School

(17 Days)

January
1st- Holiday Break/No School
18th- Martin Luther King Jr. Day/No School
29th- In Service/Half Day for Students

(19 Days)

JANUARY 2027						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

FEBRUARY 2027						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

February
15th- Presidents' Day/No School
16th- 19th- February Vacation/ No School
26th- In Service/ Half day for students

(15 Days)

March
26th- Staff Training/No School Students

(22 Days)

MARCH 2027						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

APRIL 2027						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

April
9th- In Service/Half Day for Students
19th- Patriot's day
20th- 23rd- April Vacation/No School

(17 Days)

May
21st- In Service/Half Day for Students
31st- Memorial Day/No School

(20 Days)

MAY 2027						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

JUNE 2027						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

June
18th- Juneteenth/No School
21st- Half Day/tentative last day of school for students (180th day)
28th- 185th (Includes 5 Inclement Weather days)

(14 Days)

First/Last Day of School | No School-Holidays & Staff Training Days | Half Day of School for Students | ESY(Extended School Year)

MEGA
MASSACHUSETTS EDUCATION & GOVERNMENT ASSOCIATION

FIRST REPORT OF INJURY

Fax to: 781-246-3425 **(* Represents required fields in red)**

☐ ***MEDICAL ONLY***- *employee has sought medical treatment but has less than 5 days lost time.*

☐ **LOST TIME**- employee is out of work for 5 or more days

☐ **REPORT ONLY**- employee has NOT sought medical treatment

*Employer: _____Please do not abbreviate

*Location: _____

Name of Department or Location (Ex. School Name & Address, DPW Location, Town/City Address)

***Employee's Name**_____ **DOB:** _____

***Emp. Address: City** _____ **State**_____ ***Zip**_____

Home Phone #:_____ ***Social Security #:**_____

***Department:** _____ ***Job Title:** _____ ***DOH:** _____

Rate of Pay: _____ ***Date of Incident:** _____/_____/_____ Time _____

***Body Part:** _____ ***Type of Injury (strain, laceration, etc.)**_____

***Describe what happened:** _____

_____

_____

Name of Witness (es) _____

To who was accident/incident reported to? _____Date Reported_____

***Was medical attention sought? Yes ___ No ___ If yes, *Where?** _____

***Did employee RTW? Yes___ No___ If yes, *Date employee RTW**_____

***LOST TIME: FIRST Date out of work**_____ **FIFTH Date out of work**_____

Information Release

I hereby authorize Massachusetts Education and Government Association Property & Casualty Group, Inc. (MEGA), or any of its representatives to be furnished any information and facts regarding medical services rendered to me by any medical provider, including reports/records, results of diagnosis, treatment and prognosis, estimates of disability and recommendations for further treatment. This information is to be used for the purpose of evaluating and handling my claim for injury as a result of an incident occurring on or about the above indicated date of injury and for no other purpose, now or in the future.

Employee Signature: _____ Date: _____

Supervisor/Submitter Comments: _____

Supervisor/Submitter Signature: _____ Date: _____

Fax to: 781-246-3425

Retirement Plans
The Cape Cod Collaborative is a municipal employer. Collaborative employees are not covered by Social Security. Employees hired after March 31, 1986 have Medicare protection. Collaborative payroll deductions include Medicare, but not Social Security. Some Collaborative employees may be impacted by the *Windfall Elimination Provision*. For further information, please visit Social Security's website:
https://www.ssa.gov/benefits/retirement/planner/wep.html.

In lieu of Social Security, Collaborative employees enroll in the following:

Cape Cod Collaborative OBRA 457(b) Plan
An OBRA account is appropriate for part-time employees who work less than 20 hours per week. The employee contributes 7.5% of gross income, pre-tax, to an individual account established in their name.

Massachusetts State Employees' Retirement System (MSERS)
(https://www.mass.gov/orgs/massachusetts-state-retirement-board)
Employees who regularly work 20+ hours per week are enrolled in the MSERS. The MSERS is a contributory defined benefit retirement system, or pension plan. Retirement payouts are based on a set formula which considers age, salary, and years of service. You are vested (eligible to receive a retirement allowance) if you have at least 10 years of service.

Generally, the employee contribution is 9% of gross income with an additional 2% calculated on income over $30,000. Payroll deductions are pre-tax for federal taxation, but post-tax for Massachusetts taxation.

Massachusetts Teachers Retirement System (MTRS)
(https://mtrs.state.ma.us/)
Certified educators and administrators are enrolled in the MTRS. The required payroll deduction is dependent upon the date when the employee is first entered into the system. Payroll deductions are pre-tax for federal taxation, but post-tax for Massachusetts taxation.

ADDITIONAL RETIREMENT SAVINGS OPTIONS: Deferred Compensation Plans

Cape Cod Collaborative 403(b) Plan
403(b) Plans provide a valuable retirement savings option. Employees who wish to enroll first select an authorized investment provider and an investment product. Upon establishment of an account, a "salary reduction notice" is submitted to Human Resources and pre-tax payroll deductions are established. The Collaborative's 403(b) Plan is administered by TSA Consulting Group. Additional information, including the list of Authorized Investment Providers and forms, can be found on their website:
https://www.tsacg.com/individual/plan-sponsor/massachusetts/cape-cod-collaborative/.

Cape Cod Collaborative 457(b) Deferred Compensation Plan
Employees may set aside retirement savings through pre-tax contributions to the Collaborative's voluntary 457(b) plan. Unlike the mandatory OBRA plan offered to part-time employees, employees who contribute to the voluntary plan may elect to have their retirement funds managed or may select their own investment options.

Workers Compensation Insurance
Workers' Compensation insurance provides coverage to employees who get injured or sick from a work-related cause. There is no cost to employees. This coverage covers medical costs and can help pay for lost wages. Any injury occurring on the job must be reported to the supervisor immediately.

Cape Cod Collaborative
Meal Break Waiver

I request that my employer, Cape Cod Collaborative, allow me to waive my meal break required by M.G.L. c. 149, § 100. I understand that I am entitled to a 30- minute unpaid meal break for every 6 hours of work.

I am making this request for my own convenience. I have not been forced or coerced by Cape Cod Collaborative or any of its representatives to submit this request; it is completely voluntary on my part.

I understand that I am free to revoke this request and will be granted the required meal breaks at any time.

Employee Name (Please Print)

Employee Signature Date

Supervisor Signature Date

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 them 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 their 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 themself 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 their 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 their 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 their 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 immediate 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 their 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 date 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 medial 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 medial 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 a possible security incident shall immediately report the incident to their 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