



# Handbook of Personnel Policies and Procedures

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**North River Collaborative**  
Handbook of Personnel Policies and Procedures  
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## **OVERVIEW**

### **Introduction**

The North River Collaborative is a multi-purpose educational service agency designed to provide programs and services to students from participating school districts.

This handbook was developed to describe some of the expectations of our employees and to provide guidance regarding the policies, programs, and benefits available to eligible employees regarding employment set forth by the North River Collaborative Board of Directors.

This handbook establishes guidelines for all North River Collaborative employees. In addition to this handbook, there is a separate, supplemental Transportation Policies and Procedures Handbook with specific policies and procedures for employees who transport students.

This handbook will be reviewed by the Board of Directors and will be revised periodically where appropriate. The Board will attempt to provide timely notice of any such change; however, failure of the Board to provide such notice does not make any policy and/or policy change invalid.

This handbook is intended to describe important and useful information about employment with North River Collaborative, including many of the policies, programs, and benefits available to eligible employees. No portion of this handbook constitutes a contract or contains terms of employment between North River Collaborative and its employees. North River Collaborative reserves the right to revise, supplement, discontinue, or otherwise reconsider any or all of these policies, practices, or employee benefits, with or without notice, at any time it deems appropriate.

Employees covered under collective bargaining agreements should consult those collective bargaining agreements for detailed information, including information regarding certain working conditions and benefits. Copies of the contracts are available from the Assistant to the Executive Director and from union representatives. If there is any conflict between the policies contained herein, and the collective bargaining agreement, the collective bargaining agreement will control.

Unless altered by a contract, North River Collaborative maintains a policy of employment at-will for employees. Employment at-will means that employment can be terminated with or without notice at any time and for any lawful reason at either the option of the employee or the Collaborative. Accordingly, as noted above, neither the policies nor this handbook creates a contract and do not make any promises or guarantees.

Nothing in this handbook is intended to infringe on employees' rights under M.G.L. c. 150E.

### **Philosophy**

The North River Collaborative consists of the member public school districts of Abington, Avon, Bridgewater-Raynham, East Bridgewater, Hanover, Holbrook, Rockland, West Bridgewater, Stoughton, and Whitman-Hanson, who have entered into an agreement under Chapter 40, Section 4E of the General Laws of the Commonwealth of Massachusetts as amended. Under this legislation, the Collaborative Board of Directors has the responsibility to establish the policy under which the Collaborative shall operate. The Executive Director has the responsibility for implementing policies established by the Board of Directors.

North River Collaborative, as an extension of its member school districts, cooperatively develops and delivers quality educational programs and services to the students and communities it serves.

### **Organizational Chart**

The Board of Directors shall have and retain the right to control, maintain, operate, and supervise the educational activities of the North River Collaborative. The Executive Director is designated as the agent of the Board of Directors with respect to all matters pertaining to the administration of the Collaborative. An organizational chart is made available to all employees upon request.

## **TRAINING AND PROFESSIONAL DEVELOPMENT**

A key objective of North River Collaborative's Professional Development Plan is to support positive learning environments and educational communities. Programs for North River Collaborative staff are planned and organized based on NRC Administrative Team collaboration and teacher/staff input. Professional development can take many forms such as traditional conferences and workshops, formal courses, peer coaching/mentoring, professional learning communities, publishing, and individual research.

### **Orientation**

NRC conducts a mandatory organization-wide training annually. In addition, new employees will receive an orientation from the Assistant Executive Director or his/her designee.

### **In-Service Training**

The Collaborative will provide in-service training through its programs to employees when appropriate.

### **Conferences and Workshops**

The Collaborative will support attendance at outside conferences, trainings, or workshops when appropriate and as budgets allow. Requests must be made to the Program Coordinator who will recommend approval of conferences and workshops to the Executive Director or his/her designee. All conferences and workshops must be approved **prior** to a staff member attending a conference or workshop.

### **Professional Standards for Teachers and Specialized Instructional Support Personnel**

All teachers and specialized instructional support personnel (e.g., therapists, school psychologists, nurses, behavioral consultants, social workers, etc.) employed by the Collaborative are expected to meet state and federal professional standards, approved criteria, and licensure/re-licensure requirements.

Non-licensed teachers must complete licensure requirements or be granted waiver approval by the Department of Elementary and Secondary Education.

## **PERFORMANCE EVALUATION**

### **Employee Evaluation**

Evaluations of personnel shall be the responsibility of the Administration and shall be conducted in accordance with regulation or law. Such evaluations emphasize strengths on which an employee can build, as well as weaknesses that need to be corrected or minimized. Evaluations not required by regulation or law will be conducted at the sole discretion of the Executive Director.

### **Evaluation Process**

Evaluations will be conducted in accordance with those procedures, processes, and/or instruments as required by regulation or law or as established by the Executive Director at his/her discretion.

## **PAYROLL/SALARY POLICIES/EMPLOYEE INFORMATION**

### **Compensation**

The North River Collaborative Board of Directors, upon the recommendation of the Executive Director, will approve the annual pay schedules of Collaborative employees. The Executive Director shall set/approve the rate for independent contractors and employees that do not conform to a pay schedule based on the availability of funds in the overall budget as approved by the Board of Directors.

Employees may be given credit upon initial employment for previous position-relevant experience at the discretion of the Executive Director.

Step progression is defined by each pay schedule. Normal step progression is based on the years of service denoted in the pay schedule. In determining step progression, one year is generally defined as “an employee working (i.e., not on a leave of absence) at least 50% of their work days for the prior fiscal year.” However, the Executive Director reserves the right to withhold any progression on the scale for unsatisfactory work performance or for any other reason as determined by the Executive Director in his/her sole discretion. The step assigned by the Executive Director will be reflected on the employee’s work schedule. Certain positions that are funded solely based on external funds (such as grant-funded positions) generally will not follow step progression. Employees required to have a valid DESE educator license in the appropriate category for their position may not be eligible for a vertical step increase if they do not have this license or a waiver on June 30<sup>th</sup> of each year.

Changes in salary through the attainment of additional graduate credits by professional staff shall be made at the beginning of the subsequent fiscal year. To obtain lateral advancement on the salary schedule, professional staff must notify the Executive Director in writing of the intended increment not later than December 31<sup>st</sup> of the preceding school year. Subsequently, documentation of appropriate credits from an accredited school or university must be furnished. Accredited colleges and universities are those approved by the New England Association of Colleges and Secondary Schools or by corresponding accrediting associations in other states. The Executive Director shall only approve the credits that in his/her discretion are appropriate for advancement. Typically, this shall mean that credits earned contribute to the quality of knowledge in the subject area or teaching skill for the work of the Collaborative. For more information on course reimbursement, please see the section in this handbook related to that matter.

Eligible employees will be granted consideration of lane placement with proper documentation. All occupational, physical and speech therapists will be placed on the teachers’ salary schedule plus one lane (i.e., bachelor’s degree therapists will be placed on B+15; master’s degree therapists will be placed on M+15).

All professional staff shall be appropriately licensed by the Department of Elementary and Secondary Education or other authorized state agency as a condition of employment. Failure to maintain active certification may result in disciplinary action up to and including termination of employment. The North River Collaborative Administrative Office will keep a record of appropriate staff licensures. Staff shall be required to submit licenses to the Administrative Office as requested.

### **Time Sheet Personnel**

If employees have been hired for a position which requires the completion of a time sheet or its equivalent in order to be paid, this will be reflected on their work schedule. Time sheets must be filled out accurately and completely and submitted to the supervising teacher or Program Coordinator by Friday of every week. The employee’s failure to submit on time may result in a delay of payment. Altering, falsifying, and tampering with time records, or recording time on another employee’s time record may result in disciplinary action up to and including termination of employment. In addition, chronically failing to accurately check/punch in/out may result in disciplinary action up to and including termination. All nonexempt employees using a time sheet or checking/punching into work shall do so no more than five (5) minutes prior to their scheduled starting time or

check/sign out no more than five (5) minutes after their scheduled stop time without expressed, prior authorization from their supervisor. Failure to arrive or leave on time may result in disciplinary action up to and including termination.

### **Schedule of Paydays**

The Pay Schedule for the year will be posted in the Business Office at 198 Spring Street in Rockland, MA.

### **Direct Deposit**

All new employees, except for substitutes, will be required to have their paychecks and employee reimbursements deposited directly into a financial institution of their choice.

Employees can access their payroll history via [Employeeforward.com](http://Employeeforward.com).

Employees who have questions about their paycheck may contact the Business Office at 198 Spring Street in Rockland, MA weekdays from 8:00 a.m. to 4:00 p.m.

### **Personnel Files**

The Collaborative will keep and maintain personnel files for all staff members. Personnel files are the property of the Collaborative and access to the information they contain is restricted. All staff will adhere to practices to ensure personnel and medical information is kept confidential when using electronic devices (e.g., using password protection accounts, not leaving documents open, etc.). Medical information will be maintained separately from the personnel record.

Personnel files may be made available to administrative and supervisory staff as needed.

Staff members may review their own files in NRC's Administrative Offices, in the presence of an individual appointed by NRC to maintain the files, upon request. Employees may not remove/edit anything in their personnel record. A staff member may request a copy of their personnel file in writing up to two (2) times per year.

The Collaborative shall notify an employee within ten (10) days of the Collaborative placing in the employee's personnel record any information to the extent that the information is used, has been used, or may be used, to negatively affect the employee's qualification for employment, promotion, transfer, additional compensation, or the possibility that the employee will be subject to disciplinary action. Employees may inspect and verify the accuracy of information in their individual personnel files.

Any complaints regarding an employee made to any member of the administration by a parent, student, or other person will be called to the attention of the employee.

### **Reporting Changes of Status**

In order to keep employees' records current, it is the employee's responsibility to notify the Administrative Office, in writing, whenever there is a change in the employee's record. The Business Office will then assume responsibility for notifying all necessary parties (e.g., payroll, insurance, etc.). Examples of changes may include:

- Name
- Home Address and Mailing Address
- Telephone Numbers
- Family Status (marriage, divorce)
- Emergency Contact Information
- Beneficiary Update
- Tax Exemptions (attach copy of updated federal or state withholding form)
- Benefit elections based on an event (e.g., change in marital status, birth or adoption of child, etc.)



- Licensure, certification, or degree change (must submit documentation)

## **LEGAL MANDATES CONCERNING EMPLOYMENT**

### **North River Collaborative CORI Policy**

CORI (Criminal Offender Record Information) applications will be submitted on all new employees. Current employees will be re-checked every three years. NRC's offer of employment or continued employment is contingent upon a successful CORI check. NRC reserves the sole right to determine whether an offense on a CORI precludes an employee from hire or continued employment.

This policy is applicable to the criminal history screening of prospective and current employees, subcontractors, volunteers and interns, and professional licensing applicants.

Where Criminal Offender Record Information (CORI) and other criminal history checks may be part of a general background check for employment, volunteer work, licensing purposes, the following practices and procedures will be followed.

### **Conducting CORI Screening**

CORI checks will only be conducted as authorized by the DCJIS, state law, and regulation, and only after a CORI Acknowledgement Form has been completed.

If a new CORI check is to be made on a subject within a year of his/her signing of the CORI Acknowledgement Form, the subject shall be given seventy-two (72) hours' notice that a new CORI check will be conducted.

### **Access to CORIs**

All CORI obtained from the DCJIS is confidential, and access to the information must be limited to those individuals who have a "need to know." This may include, but not be limited to, hiring managers, staff submitting the CORI requests, and staff charged with processing job applications. The Collaborative will maintain and keep a current list of each individual authorized to have access to, or view, CORI. This list must be updated every six (6) months and is subject to inspection upon request by the DCJIS at any time.

### **CORI Training**

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

### **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 background checks will be made consistent with this policy and any applicable law or regulations.

### **Verifying A Subject's Identity**

If a criminal record is received from the 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.

#### Inquiring About Criminal History

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

#### Determining Suitability

If a determination is made, based on the verification of identity information as provided in 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 circumstances 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.

#### Adverse Decision 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 shall be provided with a copy of the organization's CORI policy and a copy of the criminal history. The source(s) of the criminal history will also be revealed. The subject will then be provided with an opportunity to dispute the accuracy of the CORI record. Subjects shall also be provided a copy of DCJIS' Information Concerning the Process for Correcting a Criminal Record.

#### Secondary Dissemination Logs

All CORI obtained from the 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 of CORI outside this organization, including dissemination at the request of the subject.

#### **North River Collaborative Fingerprint Background Check Policy**

All prospective NRC employees are required to submit fingerprints for the state and national criminal background check as set forth in Chapter 459 of the Acts of 2012. NRC's offer of employment is contingent upon the prospective employee successfully passing the national criminal background check.

It shall be the policy of the North River Collaborative that, as required by law, a state and national fingerprint criminal background check will be conducted to determine the suitability of full or part-time prospective school employees, who may have direct and unmonitored contact with children. School employees shall include, but not be limited to, any apprentice, intern, or student teacher or individuals in similar positions who may have direct

and unmonitored contact with children. The North River Collaborative shall also obtain a state and national fingerprint background check for any individual who regularly provides school-related transportation to children. The North River Collaborative, as appropriate, may obtain a state and national fingerprint criminal background check for any volunteer, subcontractor, or laborer commissioned by the Board, who may have direct and unmonitored contact with children. School volunteers and subcontractors/laborers who may have direct and unmonitored contact with children must continue to submit state CORI checks.

The fee charged by the provider to the employee and educator for national fingerprint background checks will be \$55.00 for school employees subject to licensure by DESE and \$35.00 for other employees, which fee may from time to time be adjusted by the appropriate agency. NRC shall continue to obtain periodically, but not less than every 3 years, from the department of criminal justice information services, all available Criminal Offender Record Information (CORI) for any current and prospective employee or volunteer within the school district who may have direct and unmonitored contact with children.

Direct and unmonitored contact with children is defined in DESE regulations as contact with a student when no other employee who has received a suitability determination by the school or district is present. "Contact" refers to any contact with a student that provides the individual with opportunity for physical touch or personal communication.

This policy is applicable to any fingerprint-based state and national criminal history record check made for non-criminal justice purposes and requested under 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.

#### Requesting CHRI (Criminal History Record Information) Checks

Fingerprint-based CHRI checks will only be conducted as authorized by state and federal law, in accordance with all applicable state and federal rules and regulations. 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.

#### 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 unauthorized entity 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. Federal law and regulations 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 criminally for the unauthorized disclosure of CHRI.

#### 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 CJIS Security Policy have been implemented to ensure the security and confidentiality of CHRI. Each individual involved in the handling of CHRI is to familiarize himself/herself with these safeguards.

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

### Retention and Destruction 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; and

Evidence for any subsequent proceedings based on information contained in the CHRI.

CHRI will be kept for the above purposes in a secure location in the Collaborative's Administrative Office. When no longer needed, CHRI and any summary of CHRI data must be destroyed by shredding paper copies and/or by deleting all electronic copies from the electronic storage location, including any backup copies or files. The shredding of paper copies of CHRI by an outside vendor must be supervised by an employee of the district.

### CHRI Training

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

### Determining Suitability

In determining an individual's suitability, the following factors will be considered: these factors may include, but not necessarily be limited to: 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, nature of the position held or sought, age of the individual at the time of the offense, number of offenses, any relevant evidence of rehabilitation or lack thereof and any other factors deemed relevant by the Collaborative.

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

The name and date of birth of the employee or applicant;

The date on which the school employer received the national criminal history check results; and,

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.

### Relying on Previous Suitability Determination

The Collaborative may obtain and may rely on a favorable suitability determination from a prior employer, if the following criteria are met:

The suitability determination was made within the last seven years; and

The individual has not resided outside of Massachusetts for any period longer than three years since the suitability determination was made; and either

The individual has been employed continuously for one or more school employers or has gaps totaling no more than two years in his or her employment for school employers; or

If the individual works as a substitute employee, the individual is still deemed suitable for employment by the school employer who made a favorable suitability determination. Upon request of another school employer, the initial school employer shall provide documentation that the individual is still deemed suitable for employment by the initial school employer.

#### Adverse Decisions Based on CHRI

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

Provide the individual with a copy of his/her CHRI used in making the adverse decision;

Provide the individual with a copy of this CHRI Policy;

Provide the individual the opportunity to complete or challenge the accuracy of his/her CHRI;  
and

Provide the individual with information on the process for updating, changing, or correcting CHRI.

A final adverse decision based on an individual's CHRI will not be made until the individual has been afforded a reasonable time depending on the particular circumstances not to exceed thirty days to correct or complete the CHRI.

If a school employer receives criminal record information from the state or national fingerprint-based background checks that includes no disposition or is otherwise incomplete, the school employer may request that an individual, after providing him a copy of said background check, provide additional information regarding the results of the criminal background checks to assist the school employer in determining the applicant's suitability for direct and unmonitored contact with children, notwithstanding the terms of General Laws chapter 151B, S. 4,( 9,9 ½).

Furthermore, in exigent circumstances, a school employer may, pursuant to the terms of DESE regulations, hire an employee on a conditional basis without first receiving the results of a national criminal background check. After exhausting several preliminary steps as contained in the above referenced regulation the Collaborative may require an individual to provide information regarding the individual's history of criminal convictions; however, the individual cannot be asked to provide information about juvenile adjudications or sealed convictions. The Executive Director is advised to confer with legal counsel whenever he/she solicits information from an individual concerning his/her history of criminal convictions.

#### 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:

Subject Name;

Subject Date of Birth;

Date and Time of the dissemination;

Name of the individual to whom the information was provided;

Name of the agency for which the requestor works;

Contact information for the requestor; and

The specific reason for the request.

#### Reporting to Commissioner of Elementary and Secondary Education

Pursuant to state law and regulation, if the 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 district 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 checks results. The Executive Director shall notify the employee or applicant that it has made a report pursuant to the regulations to the Commissioner.

Pursuant to state law and regulation, if the 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 regulations, the Executive Director shall report to the Commissioner in writing within 30 days of the discovery, regardless of whether the Collaborative retains or hires the educator as an employee. The report must include a copy of the criminal record check results. The Collaborative shall notify the employee or applicant that it has made a report pursuant to regulations to the Commissioner and shall also send a copy of the criminal record check results to the employee or applicant.

#### **Immigration Law Compliance**

NRC is committed to employing only United States citizens and aliens who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin. In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility.

#### **Equal Employment Opportunity**

The North River Collaborative is an equal opportunity employer that does not discriminate in hiring and/or in its employment practices on the basis of an individual's race, color, national origin, religion, sex, disability, age, sexual orientation, military service, gender identity or expression, pregnancy and pregnancy-related medical conditions, limited English speaking ability, homelessness, or any other classification protected by law. In order to provide equal employment and advancement opportunities to all individuals, employment decisions at NRC will be based on merit, qualifications, and abilities.

Any employee with questions or concerns about discrimination in the workplace based on all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training is encouraged to bring these issues to the attention of his/her immediate supervisor or the Assistant Executive Director (please see the non-discrimination and harassment policy and complaint procedure section of this handbook).

#### **Reasonable Accommodations**

Should an applicant or employee feel that a health or medical condition is impacting, or is likely to impact, performance or the ability to meet job requirements and/or perform the essential functions of the employee's

position, the Collaborative encourages the employee to notify the Assistant Executive Director or his/her designee in advance of impact on performance or conduct to explore what reasonable accommodations may be available. Even if the condition does not qualify as a disability/handicap, the Collaborative welcomes dialogue with employees to address how/if it may meet the employee's needs and requests.

A reasonable accommodation may be any adjustment or modification to a job or the way a job is done, employment practice, or work environment that makes it possible for a disabled/handicapped individual to perform the essential functions of the position involved and to enjoy equal terms, conditions, and benefits of employment.

Requests for an accommodation should be brought to Assistant Executive Director or his/her designee and will be considered reasonable if they do not impose an undue hardship on the Collaborative, subject to the approval of the Assistant Executive Director or his/her designee.

In accordance with federal and state anti-discrimination laws, the Collaborative provides reasonable accommodations to qualified persons with disabilities/handicaps in all aspects of employment and in all aspects of the application process. An employee or applicant is a qualified person with disabilities/handicaps if he or she is capable of performing the essential functions of the position with or without reasonable accommodations. Reasonable accommodations are provided to qualified persons (employee or job applicant) with disabilities/handicaps, unless doing so would cause undue hardship.

If any of our employees feels that she or he has been unfairly denied reasonable accommodations, she or he is encouraged to contact the Assistant Executive Director or his/her designee or utilize the Collaborative's grievance procedure.

In accordance with federal and state law, the Collaborative will provide reasonable accommodations to an employee's religious beliefs or practices, unless doing so would cause an undue hardship as that term is defined under federal and/or state law. Depending on the circumstance, such accommodations may include reasonable adjustments to the work environment that will allow an employee to practice his or her religion. This policy not only gives consideration to requests for schedule changes or leave for religious observances but may also consider such things as dress or grooming practices that an employee has for religious reasons.

When an employee or applicant needs an accommodation for religious reasons, he/she should notify the Assistant Executive Director or his/her designee or his/her supervisor that he/she needs such an accommodation for religious reasons.

### **Non-Discrimination and Reasonable Accommodation for Pregnant Workers**

North River Collaborative complies with the Pregnant Workers Fairness Act and other applicable state, local, and federal laws providing for non-discrimination in employment practices to applicants and employees based on pregnancy and pregnancy-related conditions, including, but not limited to, lactation and the need to express breast milk for a nursing child. In addition, the North River Collaborative will provide reasonable accommodations to pregnant employees consistent with the law.

It is North River Collaborative policy to:

- Ensure that employees are treated in a non-discriminatory manner based on pregnancy, childbirth, or a related medical condition in the pre-employment process and that employees are treated in a non-discriminatory manner in all terms, conditions, and privileges of employment.
- Engage in a timely, good faith, and interactive process with an employee requesting a reasonable accommodation related to pregnancy to determine effective reasonable accommodations to enable the employee to perform the essential functions of the job.

- Provide employment opportunity and not take adverse action against an employee because of the employee's request for or use of a reasonable accommodation for a pregnancy or pregnancy-related condition.

#### Reasonable Accommodation

If a pregnant employee seeks a reasonable accommodation, such request should be made to the Assistant Executive Director or his/her designee. A reasonable accommodation is a modification or adjustment that allows the employee or job applicant to perform the essential functions of the job while pregnant or experiencing a pregnancy-related condition, without undue hardship to the North River Collaborative. The North River Collaborative will communicate with the employee about such requested accommodation and will provide an accommodation unless it poses an "undue hardship," which means that it would cause the North River Collaborative significant difficulty or expense.

Upon receipt of an accommodation request, the Assistant Executive Director or his/her designee will meet with the requesting individual to engage in the interactive process to determine effective reasonable accommodations to enable the individual to perform the essential functions of the job. After consultation with others in the North River Collaborative as appropriate and necessary, the Assistant Executive Director or his/her designee will determine the feasibility of the requested accommodation and whether it is required by law, and then will respond to the employee about the requested accommodation.

#### Documentation

The North River Collaborative may require documentation about the need for a reasonable accommodation, and extension of time for accommodation beyond the originally agreed to accommodation, from an appropriate health care or rehabilitation professional. The North River Collaborative will not require documentation for the following accommodations: (i) more frequent restroom, food, or water breaks during pregnancy; (ii) seating during pregnancy; (iii) limits on lifting over 20 pounds during pregnancy; and (iv) private non-bathroom space for expressing breast milk.

#### Questions/Concerns

Any employee with questions or concerns about discrimination in the workplace is encouraged to bring these issues to the attention of the Assistant Executive Director or his/her designee. Employees can raise concerns and make reports without fear of reprisal or retaliation. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action up to and including termination of employment.

In addition to the above, if you believe you have been subjected to discriminatory treatment, you may file a formal complaint with either or both of the government agencies set forth below. Using our complaint process does not prohibit you from filing a complaint with these agencies.

The United States Equal Employment Opportunity Commission  
John F. Kennedy Federal Building  
475 Government Center  
Boston, MA 02203  
800-669-4000

The Massachusetts Commission Against Discrimination  
Boston Headquarters  
One Ashburton Place – Suite 601  
Boston, MA 02108  
617-994-6000



## **Drug-Free Workplace**

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

The unlawful manufacture, distribution, and dispensation, possession, or use of an illegal controlled substance on Collaborative or school department premises, or while conducting school business off school or Collaborative premises, is absolutely prohibited. Employees found in violation of such prohibition will be subject to discipline up to and including termination (and may necessarily be subject to legal action), 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.

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 for violations occurring on or off school or Collaborative premises while conducting Collaborative business. A report of a conviction must be made within five (5) days after the conviction.

The Collaborative recognizes drug dependency 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.

Employees who are 7-D drivers as a part of their position are subject to random drug testing.

## **Physical Restraint and Behavior Support Policy**

*This policy complies with the revised physical restraint regulations at 603 CMR 46.01 et seq., effective on January 1, 2016*

Physical restraint is defined as direct physical contact that prevents or significantly restricts a student's freedom of movement. Physical restraint shall be used only in emergency situations of last resort, after other lawful and less intrusive alternatives have failed or been deemed inappropriate, and with extreme caution. Physical restraint shall only be used when needed to protect a student and/or a member of the school community from assault or imminent, serious, physical harm. Furthermore, any such physical restraint shall be administered so as to prevent or minimize any harm to the student.

This policy shall be reviewed annually and provided to North River Collaborative (NRC) staff and made available to the parents/guardians of enrolled students. Nothing in this policy precludes any teacher, employee, or agent of NRC from using reasonable force to protect students, other persons, or themselves from assault or imminent, serious, physical harm.

1. **Methods for Preventing Student Violence, Self-Injurious Behavior, and Suicide**
  - A. Student behavior and emotional needs are addressed in a proactive manner through Functional Behavioral Assessments, Behavior Support Plans, or Individualized Education Programs. These tools are used in an effort to change behavior prior to it becoming unmanageable in the school environment.
  - B. De-escalation techniques specific to the student may be incorporated in the student's Behavior Support Plan or Individualized Education Program and utilized by staff. De-escalation techniques may include, but are not limited to:
    - Identification of behaviors that could lead to a crisis.
    - Use of verbal and non-verbal techniques to defuse hostile behavior and resolve a crisis before it can become violent, self-injurious or suicidal.

- Use of therapeutic counseling/positive behavior supports.
- Assessment of risk levels and consideration of issues that impact decision making.
- Use of disengagement skills to avoid injury if behavior becomes physical.
- Use of respectful, humane, non-coercive interventions.
- Use of positive reinforcement embedded throughout.
- Use of a least restrictive approach that requires a range of options. This includes a series of evidence-based interventions that can be flexibly adapted to the specific circumstances.

2. Methods for Engaging Parents/Guardian

A. NRC informs parents/guardians about restraint prevention and the use of restraint solely as an emergency procedure through the intake process and student handbooks.

B. Any parent with concerns about the use of physical restraint in any program within NRC may request a meeting with the program Principal/Program Coordinator or the Executive Director or his/her designee to discuss such concerns. Any individual who believes that a physical restraint of a student may have been unwarranted or conducted inappropriately may also make use of the Grievance Procedure described in Section 10 below.

3. Alternatives to Physical Restraint and Methods of Physical Restraint

A. Alternatives

Physical restraint shall not be used unless less intrusive behavior interventions and supports have been unsuccessful or deemed inappropriate by school staff. Such alternative interventions include, but are not limited to:

- Positive behavioral interventions
- Verbal redirection
- Verbal directive to cease behavior
- Opportunity for a break
- De-escalation techniques
- Application of earned tokens/rewards/reinforcers
- Opportunity for time-out
- Physical escort to a separate space for supervised therapeutic intervention/time out
- Individual Behavior Supported Plan

B. Methods of Physical Restraint:

Physical restraint shall not be used as a means of discipline or punishment: if the student cannot be safely restrained due to medical contraindications which have been documented by a licensed physician and provided to the Collaborative; as a response to property destruction, disruption, refusal to comply with rules or staff directives, or verbal threats when those actions do not constitute a threat of assault or imminent, serious, physical harm. Physical restraint shall not be used as a standard response for any individual student. Physical restraint is an emergency procedure of last resort.

The following forms of physical restraint shall only be administered by trained personnel, using only the amount of force necessary to protect the student or other member(s) of the school community from assault or imminent, serious, physical harm.

These include holds and restraints utilized through *Nonviolent Crisis Intervention*® as developed by Crisis Prevention Institute, including the *Child Control Position* and the *Full Body Control Position* and holds and restraints utilized through *Safety Care*™ as developed

by Quality Behavioral Services, including the *One Person Stability Hold*, the *Two Person Stability Hold and Escort*, and the *Chair Stability Hold*.

The staff member(s) administering physical restraint shall use the safest method available and appropriate to the situation. Staff shall continuously monitor the physical status of the student during restraint, and the student shall be immediately released from the physical restraint if the student expresses or demonstrates significant physical distress.

All physical restraints must terminate as soon as the student is no longer an immediate danger, or if the student indicates that he/she cannot breathe, or if the student is observed to be in severe distress. If any physical restraint approaches twenty (20) minutes, staff will obtain the approval of the Program Coordinator/Principal or his/her designee to continue the restraint based upon the student's continued agitation. All physical restraints shall be administered in compliance with 603 CMR 46.00.

4. Prohibited Forms of Restraint
  - A. Medication restraint, mechanical restraint, and seclusion restraint, as defined in 603 CMR 46.02, are prohibited in the programs of NRC.
  - B. Any form of physical restraint used in a manner inconsistent with 603 CMR 46.00 is prohibited in NRC.
  - C. NRC will not use prone restraint unless the circumstances below have been documented in advance. Prone restraint, as defined in 603 CMR 46.02, shall only be permitted under the following, limited circumstances:
    - i. The student has a documented history of serious self-injury and/or injuries to other students or staff;
    - ii. All other forms of physical restraint have failed to ensure the safety of the student and/or the safety of others.
    - iii. There are no medical contraindications documented by a licensed physician;
    - iv. There are no psychological or behavioral contraindications documented by a licensed mental health professional;
    - v. The student's parent/guardian has provided voluntary, informed, written consent to the use of prone restraint; and
    - vi. The Program Coordinator/Principal or his/her designee has provided written approval.
5. Staff Training, Physical Restraint Reporting, and Follow-Up Process
  - A. Staff Training:
    - i. All staff/faculty will receive training regarding the Collaborative's physical restraint policy within the first month of each school year, and employees hired after the school year begins will receive training within one month of starting their employment.
    - ii. Required training for all staff will include review of the following:
      - 1) NRC Physical Restraint and Behavior Support Policy
      - 2) School/Program-level physical restraint procedures, including the use of time-out as a behavior support strategy;
      - 3) The role of the student, family, and staff in preventing physical restraint;
      - 4) Interventions which may preclude the need for restraint, including de-escalation of problematic behaviors and alternatives to restraint;
      - 5) When in an emergency, the types of permitted physical restraints and related safety consideration, including information regarding the increased risk of injury to a student when any restraint is used;

- 6) Identification of NRC staff, or staff of the public school district in which the NRC program is housed, or NRC staff who have received in-depth training (as set forth below in section (a) (iii)) in the use of physical restraint.
- iii. In-Depth Training
- 1) At the beginning of the school year, the Program Coordinator/Principal will identify those designated staff who will participate in in-depth training and who will then be authorized to serve school-wide resources to assist in ensuring proper administration of physical restraint.
  - 2) Designated staff members shall participate in approximately sixteen (16) hours of in-depth training in the use of physical restraint, with at least one refresher training annually.
  - 3) In-depth training will include:
    - a. Appropriate procedures for preventing the need for physical restraint, including the de-escalation of problematic behavior, relationship building, and the use of alternatives to restraint;
    - b. A description and identification of specific dangerous behaviors on the part of students that may lead to the use of physical restraint and methods for evaluating the risk of harm in individual situations in order to determine whether the use of restraint is warranted;
    - c. The simulated experience of administering and receiving physical restraint, instruction regarding the effect(s) on the person restrained, including instruction on monitoring physical signs of distress and obtaining medical assistance;
    - d. Instruction regarding documentation and reporting requirements and investigation of injuries and complaints;
    - e. Demonstration by participants of proficiency in administering physical restraint; and
    - f. Instruction regarding the impact of physical restraint on the student and family, including but not limited to psychological, physiological, and social-emotional effects.

**B. Physical Restraint Reporting**

- i. Report to the Program Coordinator/Principal:
  - 1) Staff shall verbally inform the Program Coordinator/Principal of any physical restraint as soon as possible and by written report within one (1) school day.
  - 2) The Program Coordinator/Principal or designee shall maintain an ongoing record of all reported instances of physical restraint.
- ii. Report to Parent/Guardian of Physically Restrained Student:
  - 1) The Program Coordinator/Principal or designee shall make reasonable efforts to verbally inform the student's parent/guardian of the physical restraint within twenty-four (24) hours.
  - 2) The Program Coordinator/Principal or designee shall provide the parent/guardian a written report of the physical restraint within three (3) school days. This written report may be provided via email, if the parent/guardian has provided the Collaborative with an email address.
  - 3) The parent/guardian and/or student may respond to the Program Coordinator/Principal or designee to comment on the use of the physical restraint and the information in the written report. The parent/guardian and/or student may also pursue the Grievance Procedure described in Section 10, below.
- iii. Report to Department of Elementary and Secondary Education (DESE):
  - 1) Whenever a physical restraint results in injury to the student or any school

community member, the Collaborative shall send a copy of the written report to DESE within three (3) school days. A copy of the ongoing physical restraint log from the past thirty (30) days will also be provided to DESE.

2) NRC shall also report physical restraint data annually to DESE, as directed by DESE.

iv. Report to Law Enforcement and Other State Agencies:

1) Nothing in this policy prevents any individual from reporting a crime to the appropriate authorities;

2) Nothing in this policy prevents any individual from exercising their responsibilities as a mandated reporter under M.G.L, c. 119, §51A.

C. Follow-Up Procedures

i. After a student is released from a physical restraint, staff shall implement follow-up procedures, including:

1) Reviewing the incident with the student, as appropriate, to address the behavior that precipitated the physical restraint;

2) Reviewing the incident with the staff member(s) who administered the physical restraint to ensure proper restraint procedures were followed; and

3) Consideration of whether any follow-up is appropriate for students who witnessed the physical restraint, if any.

6. Program Coordinators/Principals Shall Develop and Implement Procedures for Periodic Review of Physical Restraint Data.

A. Each Program Coordinator/Principal shall conduct a weekly review of physical restraint data to identify individual students who have been restrained multiple times during the week, and if any such student(s) is identified, will convene a review team to assess the student's needs.

B. If such student(s) are identified, Program Coordinator/Principal shall convene a review team to assess the student(s) needs. The Program Coordinator/Principal will determine who should compose the review team and a record of the review will be made available to the student's parent/guardian upon request. At minimum, the review team's assessment will include:

i. The written reports of restraints

ii. Parent/guardian and/or student comments on such reports, if any

iii. Analysis of circumstances leading up to each restraint

iv. Factors that may have contributed to escalation of behavior

v. A written plan of action to reduce or eliminate future use of restraint

C. The Program Coordinator/Principal will conduct a review of school or program-wide restraint data to consider patterns and determine whether modifications to the school's or program's policies, additional staff training, or other action are appropriate to reduce restraints.

7. Program Coordinators/Principals Shall Develop and Implement Procedures to Ensure that the Reporting Requirements of this Policy and 603 CMR 46.06 Are Met.

A. Each NRC program will develop written procedures specific to the individual program which will detail the job roles responsible for meeting the reporting requirements of this policy.

B. Within these written procedures will also be a current list of staff members in the program who have been provided in-depth training on physical restraint.

8. Program Coordinators/Principals Shall Develop and Implement Procedures for Providing Timely, Oral and Written Notice to the Parents/Guardians of Any Student Who Undergoes Physical Restraint.

A. Each NRC program will develop written procedures specific to the individual program which will detail the process of parent/guardian notification of any student who undergoes physical restraint.

9. Program Coordinators/Principals Shall Develop and Implement a Procedure for the Use of Exclusionary Time-Out.
  - A. Such procedure shall include the process by which staff will obtain the Principal/Program Coordinator or designee's approval for any time-out lasting longer than thirty (30) minutes. Such approval shall be based on the student's continuing agitation.
  - B. Each program will develop a site-based plan and procedure for the use of time-out.

10. **Grievance Procedures.**

This grievance procedure is established to ensure methods are in place for receiving and investigating complaints regarding physical restraint practices. Any individual who believes that a physical restraint of a student may have been unwarranted or conducted inappropriately may file a complaint by utilizing this procedure:

The complaint must be submitted in writing or on audiotape to the Program Coordinator/Principal or Executive Director or his/her designee.

The Program Coordinator/Principal will meet with the complainant within ten (10) school days of receipt of the complaint and will notify the Executive Director or his/her designee. If the Program Coordinator/Principal is implicated in the complaint, the meeting and investigation will be conducted by the Executive Director or his/her designee.

A thorough investigation will be conducted which may include interviewing witnesses, staff involved and/or the student; reviewing all written documentation leading up to and pertaining to the incident and all reports filed with either the Program Coordinator/Principal or the Department of Elementary and Secondary Education.

A written report of the investigation will be developed and provided to the complainant.

## **EMPLOYEE CONDUCT**

### **Professional Conduct**

All North River Collaborative employees are expected to conduct themselves in a professional manner in a continuing commitment to the quality and efficiency of the educational programs of the North River Collaborative. Employment with NRC is a mutual consent of NRC and the employee, and either party may terminate that relationship at any time, with or without cause, unless otherwise governed by a contract.

The following are examples of conduct or omissions that are not acceptable. The following list is not intended to be, nor is it, a complete list of all conduct or omissions which may warrant disciplinary action up to and including termination of employment.

- a. Use of narcotics, alcohol, or controlled substances while at work or at work-related events where students are present;
- b. Reporting for work or work-related events where students are present with narcotics, alcohol, or controlled substances in the employee's possession or when the employee is under the influence of narcotics, alcohol, or controlled substances;
- c. Inappropriate dress or presentation;
- d. Smoking in prohibited areas;

- e. Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace;
- f. Theft, misuse, destruction, or unauthorized use of another's property and the property of the Collaborative;
- g. Insubordination, disrespectful conduct, or failing to consistently carry out the directions of the employee's supervisor;
- h. Falsification of any work-related or student-related record or document, including a job application or resume;
- i. Lying to a supervisory or administrative employee;
- j. Use of threats/intimidation, assault, abusive language, unreasonable punishment (including corporal punishment), and harassing (including sexual harassment) conduct or speech to any student, employee, or any other person with whom the employee has a professional contact;
- k. Placing a student in danger through neglect or misconduct;
- l. Sleeping on duty;
- m. Failing to adequately supervise a student;
- n. Inappropriate use of telephones, computers, vehicles, or other employer-owned equipment.
- o. Administering medications to pupils unless otherwise authorized to do so;
- p. Soliciting parents and/or students without specific approval or soliciting staff during work hours;
- q. Lack of attention to their own and the Collaborative's legal responsibility for the safety and welfare of students, including the need to ensure that students are under proper supervision at all times;
- r. Failure to maintain professional confidences and respect the confidentiality of students (including student data and records) and to relate to students, parents, colleagues, and administrators in a professional and ethical manner;
- s. Failure to treat students and families with respect;
- t. Failure to keep informed or observe state, federal, and Collaborative policies and regulations;
- u. Failure to perform satisfactorily the duties of the position assigned to the employee;
- v. Criminal, unethical, or unsuitable conduct which interferes with the employee's job performance or the professional reputation of the Collaborative or its employees;
- w. Failure to notify the supervisor prior to the employee's workday of the employee's tardiness or absence (please see policy on reporting employee attendance);

- x. Frequent absences or tardiness.
- y. Violation of personnel policies.
- z. Any other actions or failure to act which, in the judgment of the Collaborative, may compromise the delivery of services to the students or the professional reputation of the Collaborative.

Any employee who engages or participates in the aforementioned conduct or violates established rules and regulations set forth by individual schools of districts hosting Collaborative programs, Collaborative procedures and policies, and all state and federal laws and regulations shall be subject to disciplinary action, including reprimand, suspension, and discharge.

### **Discipline/Discharge**

Although employment with NRC is based on mutual consent and both the employee and NRC have the right to terminate employment at will, with or without cause or advance notice, as noted above, NRC may use a variety of disciplinary procedures at its discretion. Discipline generally consists of one of four actions: oral warning, written warning, suspension, or discharge. Other personnel actions, such as demotions, withholding of benefits, reassignment, and the like may also occur for disciplinary reasons. The Collaborative attempts to impose discipline consistent with the nature of the offense and the employment record and history of the employee. However, it is recognized and understood that certain actions/inactions warrant immediate discharge or discipline outside of the normal progressive discipline procedure. Discipline will not necessarily be progressive. The Collaborative retains the right to discharge an employee at its sole discretion.

No employee may be discharged unless such action is approved by the Executive Director.

An employee who is discharged shall return all keys, records, or other property, including the Personnel Policies, to the Executive Director immediately upon discharge.

Nothing herein affects the right of the Executive Director to lay off staff pursuant to reorganization resulting from declining enrollment or other budgetary reasons.

### **Whistleblower Policy**

The North River Collaborative (NRC) Handbook of Personnel Policies and Procedures requires directors, supervisors, and employees to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. As employees and representatives of NRC, we must practice honesty and integrity in fulfilling our responsibilities and comply with all applicable laws and regulations. It is the responsibility of all directors, supervisors and employees to comply with the Handbook of Personnel Policies and Procedures and to report violations or suspected violations in accordance with this Whistleblower Policy. This Whistleblower Policy is intended to encourage and enable employees and others to raise serious concerns within the organization prior to seeking resolution outside the organization. If one suspects that an employee has violated the Handbook of Personnel Policies and Procedures, one should notify one's supervisor or the Assistant Executive Director.

### **Reporting Violations**

In most cases, an employee's supervisor is in the best position to address an area of concern. Supervisors are required to report suspected violations of the handbook to the NRC's Compliance Officer, the Assistant Executive Director, who has specific and exclusive responsibility to investigate all reported violations. For suspected fraud, or when employees are not satisfied or uncomfortable following the NRC's policy, individuals should contact the NRC's Compliance Officer directly.



### Compliance Officer Procedures

NRC's Compliance Officer, Clarice Doliber- Assistant Executive Director, 781-878-6056, ext. 154, is responsible for investigating and resolving all reported complaints and allegations concerning violations of the handbook and shall advise the Executive Director. The Compliance Officer will notify the reporter and acknowledge receipt of the reported or suspected violation. All reports will be investigated, and appropriate corrective action will be taken, if warranted. Anyone filing a complaint concerning a violation or suspected violation of the handbook must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation. Any allegations that prove not to be substantiated and which prove to have been made maliciously or knowingly to be false, will be viewed as a serious disciplinary offense.

### Confidentiality

Reports of violations or suspected violations will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation. While we hope employees feel comfortable bringing complaints forward to administration, if necessary, violations may be submitted anonymously.

### **Public Statements/Communication Protocols**

The Executive Director, unless otherwise delegated, has the sole responsibility for handling public statements to the media and speaking with reporters for local or national publications on issues pertaining to the Collaborative. All appearances by an employee as a representative of the Collaborative or professing to speak on behalf of the Collaborative must be approved in advance by the Executive Director. Press releases or speeches that propose to represent a position of the Collaborative on issues or policies must be approved in advance by the Executive Director.

All official circulars shall be posted in the Administrative Office and on school bulletin boards for review by employees. All other communications must have the approval of the Executive Director and/or the Board of Directors prior to posting or circulation.

Communication in all media must be consistent with NRC standards and are expected to use the standard logo with proper crediting of NRC.

The Executive Director or his/her designee must approve all press releases, advertising, online presence, curriculum, publications, brochures, and other collateral and give permission before materials are disseminated.

### **Complaint Resolution Procedure**

In cases where an employee has a complaint, the following procedure will be utilized in the resolution of the stated complaint:

- Level 1: The employee meets with his/her direct supervisor (i.e., supervisor, teacher/Program Coordinator) concerning the nature of the complaint. If no resolution is reached, then the employee may meet with the Assistant Executive Director or his/her designee.
- Level 2: The Assistant Executive Director or his/her designee will meet with the individual employee concerning the nature of the complaint. After this meeting has taken place, the employee may request in writing to meet with the Executive Director, should a resolution not be reached.
- Level 3: The Executive Director will meet with the individual employee concerning the nature of the complaint. Action by the Executive Director will be the final administrative step.

### **Respecting Boundaries**

Interactions with students must always be professional, respectful, and appropriate. Staff who engage in any form of verbal or physical abuse when interacting with students will be subject to disciplinary action up to and including termination. Staff who observe or suspect verbal or physical abuse on the part of another staff person must report this occurrence or suspicion to their supervisor/program director immediately.

When working with students, employees must maintain appropriate boundaries to preserve the staff-student relationship. Staff are powerful role models and must understand the impact of their actions and words in and out of the classroom. Personal involvement with students beyond the bounds of proper job performance is prohibited. It is never appropriate to invite students to a staff person's home or property. Conduct that violates this code will not be condoned by NRC.

When working with colleagues, employees also need to be sensitive of boundaries. NRC's goal is to create an agency that encourages respect and acceptance of diverse perspectives. Conflict among co-workers should be avoided as much as possible (e.g., avoid gossip, sharing personal opinion of controversial topics too much, and discussing highly personal and sensitive matters). Understand that cultural differences and verbal and non-verbal communication can sometimes lead to misunderstandings and miscommunication. Program Coordinators and administrators can be helpful in dealing with these issues.

### **Workplace Safety Policy**

All employees must treat others with courtesy and respect at all times. Employees are expected to refrain from verbal or physical fighting, "horseplay," or other conduct that might be dangerous or otherwise injurious or harmful to others. Firearms, weapons, and other dangerous, hazardous, or illegal devices or substances are prohibited from the premises of the North River Collaborative.

Conduct that threatens, intimidates, or coerces a co-worker, a student, or a member of the public at any time, including off-duty periods, will not be tolerated.

Employees must immediately report all acts or threats of violence, both direct and indirect, to the Executive Director and their Program Coordinator, or any other administrator. This includes threats by employees, students, vendors, solicitors, or other members of the public. When reporting a threat of violence, employees should be as specific and detailed as possible. Staff are required to report in writing to their immediate supervisor an incident involving a student's possession or use of a dangerous weapon on school or Collaborative premises at any time.

The presence of unauthorized visitors and/or any inappropriate or illegal conduct must also be reported immediately to a supervisor or other member of management.

The North River Collaborative encourages employees who apply for or obtain a protective or restraining order to notify the Executive Director and their Program Coordinator, or any other administrator, so that the NRC may attempt to keep individuals served with protective or restraining orders off its premises.

Anyone determined to be responsible for perpetrating or contributing to acts or threats of violence or other conduct that is found to be in violation of these guidelines may be subject to disciplinary action up to and including termination of employment, as well as possible criminal or civil action.

The NRC expects employees to bring their disputes or differences with other employees to the attention of their Program Coordinator and Executive Director instead of allowing situations to escalate.

### **Phone Use Policy**

Use of cell phones for personal use during work hours, exclusive of scheduled breaks or emergencies, is prohibited. Work phones are for work-related use only except in a case of emergency.

## **Professional Dress Policy**

As a professional organization providing services in a variety of settings, North River Collaborative employees need to dress in a manner that reflects that professionalism to students, parents, and colleagues. NRC expects all employees to wear professional attire suitable for the school environment and the day's activities. All clothing must be neat, clean, and professional in appearance for all programs. In general, jeans are not acceptable except when worn in certain vocational settings or by transportation personnel. An exception to this policy can be made for special school spirit or fundraising days as scheduled by the school or for exceptions such as casual Fridays approved by the Executive Director or his/her designee. Safety is also a concern. Staff members who provide direct service to children should wear stable shoes (e.g., not flip flops) and not wear accessories that could result in injury.

## **Technology Acceptable Use Policy**

### Introduction

The North River Collaborative understands the vital role that technology plays for both students and staff in education and is therefore committed to providing both hardware and software, as well as support for that purpose.

### Collaborative Property

All aspects of the North River Collaborative's Technology Network (the "Network"), which includes computer, technology and communications systems, hardware, software and all message contents, Internet access, electronic mail capability, voice mail, and all uses of any stationary/cell telephonic equipment owned by the Collaborative are the property of the Collaborative. The Network is not a resource intended for use as a public forum or for any purpose that is not directly related to the delivery of educational services.

### Expectation of Privacy

Use of the North River Collaborative's computers, Internet, and email are not private. At any time, and without prior notice, the North River Collaborative reserves the right to monitor, inspect, copy, review, and store any and all usage of technology devices.

Internet traffic may be monitored by the Collaborative at any time to ensure compliance. In addition, all incoming and outgoing emails are archived through our email host. Staff should not have any expectation of privacy regarding digital technology resources. An employee's access code or password does not give any right to privacy with respect to using the Collaborative's email, Internet, and voicemail systems.

The Collaborative assumes no responsibility for any unauthorized charges or fees; any financial obligations arising out of unauthorized use of the Network for purchase of products or services; any costs, liability, or damages caused by a user's violation of these policies; and any information or materials transferred through the Network.

### User Responsibility

All staff must adhere to this acceptable use policy which includes both responsible use and prohibited use. Responsibility of use includes the day-to-day operation of technology, securing or locking a device when not at the device, failing to log off the Network at the end of a work session or at the request of the system administrator, and failing to keep all passwords to the Network secure. All electronic contact should be through the North River Collaborative's email, website, and telephone system.

Employees should seek technical support for hardware or software problems via the NRC Help Desk. Tech support requests, through the technology staff directly or through email phone calls or texting, are not recommended as a valid form of seeking tech support and may not be responded to.

Users are expected to have a basic understanding of how to operate hardware and software.

#### Prohibited Uses of the Network

The Collaborative, in its sole discretion, can determine what a prohibited use of the Network is. If a user of the Network has any questions about the propriety of a particular use, then the user is cautioned to seek advice and consent from the technology department before the use occurs. Examples of prohibited uses include, but are not limited to:

- engaging in unlawful or inappropriate behavior;
- using the Network for financial gain or for any commercial, political, gambling, or any illegal activity;
- transmitting/receiving material that contains offensive or harassing remarks based on race, color, national origin, religion, sex, disability, age, sexual orientation, military service, gender identity or expression, pregnancy and pregnancy-related medical conditions, or any other classification protected by law;
- transmitting/receiving sexually explicit material, including messages, pictures, jokes, and cartoons;
- accessing or visiting websites that contain sexually explicit, racist, or other offensive material or posting messages at these websites;
- pirating software or downloading or transmitting/receiving software programs or any other copyrighted or trademarked materials;
- identifying or sharing the location of inappropriate materials;
- leaving one's computer logged in but unsecured or leaving password information available for others to assume your ID;
- using the Network in any way which results in a potential claim concerning a copyright and/or trademark;
- Participating in any communications that facilitate the illegal sale or use of drugs or alcohol;
- Participating in any communications that facilitate criminal activity;
- Participating in any communications that threaten, intimidate, or harass any other person or violate any local, state, or federal laws;
- Attempting to access another person's files or any Network applications that the user does not have permission to be on;
- The use of proxy websites that allows a user to browse the Internet anonymously and intentionally bypasses NRC's firewall and content filters;
- Any form of vandalism, including damage to computers or hardware, and disseminating malicious software programs such as viruses that disrupt the operation of the Network;

- Disruption of Network/computer performance by changing configurations or attaching devices, physically or wirelessly to the Network;
- Using the Network on a personal device for any activities that are not work-related;

#### Violation of this Policy

The use of the Network is a privilege, not a right, which may be revoked at any time. Any violations of this policy may result in disciplinary action up to and including termination of employment. It should be further understood that transfer of certain kinds of materials is illegal and punishable by fine and/or jail sentence.

#### Classroom-Based Computer Use

The Collaborative's employees are responsible for ensuring that classroom-based computer use is in compliance with North River Collaborative and host school district policies regarding acceptable use and the Children's Internet Protection Act.

#### Internet Safety and CIPA Compliance

North River Collaborative through its ISP provides content filtering that is CIPA compliant. CIPA is the acronym for Children's Internet Protection Act. Our content filtering software is updated on a regular basis and sites can be blocked per our request. The software is in place to help protect our students from obscene or questionable material that is not educationally relevant.

The North River Collaborative will make every reasonable effort to monitor our Network, Internet traffic, and content filters to ensure student safety.

#### Disclaimer of Liability

While safeguards are in place to protect our staff and students from offensive material, no filter is 100% effective. The North River Collaborative disclaims all liability for the content of material that a staff member or student may access on the Internet, for any damages suffered in the course of or as a result of the Internet use, and any other consequences of staff member or student Network use. Under certain conditions, Massachusetts General Law (MGL) holds that email is public record and must be available for public inspection. North River Collaborative makes no guarantee, implied or otherwise, regarding the reliability of the data connection. The North River Collaborative shall not be liable for any loss or corruption of data resulting while using the Network.

#### **Social Networking Policy**

##### Internet AUP still in force

This policy is adopted in addition to, and not as a substitute for, the North River Collaborative's Staff Acceptable Use Policy (AUP) Computer, Internet, and Network Policy, which governs use of the Collaborative's technological resources concerning staff.

##### General Concerns

The North River Collaborative recognizes the proliferation and, in some instances, usefulness, of online conversation between staff members and students and/or their parents or guardians. However, due to the nature of social networking sites, there exists a risk, without care and planning, that the lines between one's professional life and personal life will be blurred. Our staff should always be mindful of how they present themselves to the world, online, and otherwise. Should an educator "friend" a student on Facebook, subscribe to a student's "Twitter" account, regularly engage in email "chat" with a student, exchange text messages with students or engage in other electronic communication, the Collaborative is concerned, and the educator should be concerned, that such activities may undermine the educator's authority to maintain discipline, encourage inappropriate behaviors, and compromise the educator's ability to remain truly objective with his or her students.

In addition, any online communication using one's own personal resources, as opposed to Collaborative resources, compromises the teacher's, as well as the Collaborative's ability to retain public records in accordance with the requirements of the Commonwealth's public records laws. The law requires public employees who send, receive, or maintain records in their capacity as public employees, to retain, disclose, and dispose of such records in compliance with strict provisions of the public records law. This law applies whether or not the record is in the form of a paper document or an electronic communication. When staff members communicate through Collaborative-based resources, such as staff email, such records are retained and archived through the host's information technology department. If, however, a staff member communicates outside of these resources, such information is not retained. The burden falls on the staff member to comply with public records laws when using personal email or social network accounts to communicate with students and/or parents and guardians.

#### Expectations of Staff

With these concerns in mind, the North River Collaborative has instituted this "Social Networking Policy," and announces its expectations for staff members' use of social networks such as Facebook, LinkedIn, Twitter, Instagram, Snapchat, personal email accounts, text message features of cell phones, use of blogs, and other electronic or technologically-based communication systems.

1. Before endeavoring to establish any social networking account, staff members should familiarize themselves with the features of any account they choose to use. For example, Facebook requires account holders to take specific steps to "privatize" the information they place online. You must educate yourself to these features of Facebook or any other social networking site you select. You will be responsible should any information you intended to be "private" becomes "public" due to your own ignorance of the features of the social network you have decided to use or your failure to properly use such features.
2. You must also know that any information you share privately with a recipient could be re-distributed by such recipient, without your knowledge or consent. The same principles you apply to in person communication should be applied to online conversation: use discretion and do not place your trust in individuals who have not proven themselves trustworthy. In essence, nothing you post online is ever truly "private."
3. The Collaborative expects you to keep the line between your professional life and your personal life clearly drawn at all times. There is no reason why this cannot be done, even in light of the proliferation of social networking sites. All that is required is some forethought before using social networking for both your professional and personal life, to be sure that these lines never become blurred.
4. At all times, and in the use of any form of communications, staff members will always adhere to student privacy rights and the rights of employees to have their personnel and medical information kept confidential. Information that is protected by law from disclosure to third parties will not be communicated online in a way that unreasonably exposes such information to retrieval by those third parties.
5. Staff members are encouraged to communicate with students and parents on educational matters only, and only through Collaborative-based resources, such as Collaborative-provided email or web portal accounts. Use of one's personal email account or social networking account to discuss Collaborative business with students and parents is discouraged. It should be noted that, just because a teacher uses his/her personal email as opposed to a Collaborative email account, this does not shield such email from the provisions of the public records law or from discovery in litigation. It only prevents the archiving of such messages through the Collaborative's email host system. We again remind staff members that information sent or received by them, even through personal email or social network accounts, that are related to their capacity as a Collaborative employee, are still subject to public records retention, exemption, and disclosure requirements.

6. If a teacher conveys Collaborative-related messages to students and parents on his/her private account, he/she should save such email, or any communication conveyed through a social networking site, or print and save a paper copy of such email or other online communication, file it, and regard its privacy as he/she would any other document concerning that student. The staff member should forward copies of any such emails or online communications to his or her Collaborative-based email account so that it can be properly retained and archived in compliance with the requirements of the public records law. Any document created or received by a public employee in his or her capacity as such is subject to retention and perhaps disclosure under the public records law.
7. No matter what medium of communication a teacher selects, he/she should adhere to appropriate teacher/student boundaries. You are a role model, not a student's friend, you are his/her teacher, and you should always conduct yourself in accordance with this understanding.
8. This policy is not intended to infringe upon a staff member's right to speak publicly on matters of public concern, or to communicate with fellow members of their union on workplace issues, so long as such communication adheres to appropriate time, place, and manner restrictions and does not interfere with the performance of your job duties. However, when you speak via social networking sites or tools on matters concerning your work, you are speaking as an employee and not as a citizen, restrictions may be placed upon your freedom to express yourself. Those restrictions are intended to preserve student confidentiality, maintain your status as an educator who should command and receive the respect of students, be able to maintain order and discipline in your classroom, and remain objective with respect to your students.
9. Staff members are discouraged from using home telephones, personal cell phones, personal email accounts and personal Facebook accounts to communicate with students. Your communications with students, even if you do not use Collaborative resources for such communications, are within the jurisdiction of the Collaborative to monitor as they arise out of your position as an educator. Any conduct, whether online or not, that reflects poorly upon the Collaborative or consists of inappropriate behavior on the part of a staff member, may expose an employee to discipline up to and including discharge. Even if you are not using a Collaborative telephone, computer, classroom or the like to engage in contact with a student that such contact is not outside of the Collaborative's authority to take appropriate disciplinary action. If your behavior is inappropriate, undermines your authority to instruct or maintain control and discipline with students, compromises your objectivity, or harms students, the Collaborative reserves the right to impose discipline for such behavior. A teacher may also face individual liability for inappropriate online communications with students and/or parents and guardians, as well as exposing the Collaborative to vicarious liability in certain instances.

At the same time, the Collaborative recognizes that, in limited cases, use of cell phone text messages or cell phone calls or emails outside of regular Collaborative hours may be reasonably necessary. For example, in connection with Collaborative-sponsored events for which a staff member serves as duly appointed advisors, they may need to convey messages in a timely manner to students and may not have access to Collaborative-based email accounts, Collaborative-provided telephones, or Collaborative-based web pages. In such limited circumstances, the Collaborative anticipates that employees will make reasonable use of their cell phones or smart phones to convey time sensitive information on scheduling issues and the like.

10. Staff members are discouraged from accessing their private Facebook or other social media accounts during work hours.

11. If you are communicating as an employee of the Collaborative in your online communications, you must be aware that readers will assume you “speak for the Collaborative.” Therefore, all of your online communications, when you are actually acting on behalf of the Collaborative, or creating the appearance that you are doing so, must be professional at all times and reflect positively on the Collaborative.
12. In the use of your Facebook account or other social networking site, you may not, without express permission from the Executive Director, use the Collaborative’s logo, likeness, or any Collaborative photographs or other property that belongs to the Collaborative.
13. References to “Facebook” are not included to limit application of their policy to use of that program. All online, electronic, or computerized means of communication are subject to this policy. Given the rapid pace of technological change, it is not possible to identify all proprietary or commonly named or identified means of such communications.

### **Reporting of Arrest**

If an employee is arrested for any reason, the incident must be reported on the next working day to the Program Coordinator, who must notify the Executive Director. The Executive Director may authorize the employee’s immediate suspension, with or without pay, until an investigation discloses that the charge does not compromise the best interest of the Collaborative.

### **No Smoking Policy**

North River Collaborative is in compliance with the Education Reform Act of 1993, which prohibits the use of tobacco products within NRC-operated buildings and grounds, school buildings, on school grounds, at NRC and/or school-sponsored events, and on school and NRC vehicles by any individual, including school personnel.

Employees may not leave students unsupervised to smoke nor may they take the students off grounds for such purpose. Employees who leave NRC or school district property to smoke should do so on their scheduled breaks if applicable.

Failure to comply with this policy may lead to disciplinary action up to and including termination.

### **Conflict of Interest Policy**

The Conflict of Interest law seeks to prevent conflicts between private interests and public duties. The law explains restrictions on what state employees may do on the job, after hours, and after leaving public service. All North River Collaborative employees must comply with the Conflict of Interest law outlined in Massachusetts General Laws Chapter 268A.

The Massachusetts Ethics Commission mandates that all municipal employees complete an on-line training program regarding the Conflict of Interest law. As collaborative employees, North River staff are considered municipal employees.

North River Collaborative distributes a summary of the law to all employees:

- New employees receive a copy of the summary of the conflict of interest law for municipal employees and must complete the on-line ethics training within 30 days of hire.
- Existing employees receive a copy of the summary of the conflict of interest law for municipal employees annually and need to complete the online training every other year.

An employee should complete this training at work on a work computer or, if they so choose, at home on a home computer. Upon completion of the on-line training, a certificate of completion is generated. The employee will keep a copy for him/herself and provide a copy to the Administrative Assistant to the Executive Director.



Finally, no staff person may actively participate in an activity that may reasonably be viewed as a conflict of interest with their role in the Collaborative (e.g., acting as an advocate for a parent at a team meeting for an NRC student or with an NRC member district LEA, soliciting other staff members to purchase products during work hours, conducting a business from NRC property, etc.). NRC expects that any employment accepted by NRC employees from outside sources will not detract from their effectiveness in carrying out employment for North River Collaborative.

### **Gifts**

In accordance with the state Conflict of Interest law, a public employee may not accept any gift worth \$50 or more that is given because of the position he or she holds. Public employees may accept gifts that are worth less than \$50, but they must disclose in writing that they have done so, to avoid the appearance of a conflict of interest. Written disclosures must be filed if a reasonable person, having knowledge of the relevant circumstances, would conclude that, because of the gift received, they would unduly favor the giver or be improperly influenced by the giver when performing their official duties for their public job. Disclosures generally need to be made about gifts with a value between \$10 and \$49.99. If a gift is home-made and has no retail value or has a value of \$10 or less, then no disclosure is required. NRC staff must notify their Program Coordinator of a gift received and subsequently submit a disclosure form to the Executive Director or his/her designee.

The Ethics Commission created an exemption to permit class gifts of \$50 or more to teachers. A teacher may accept a gift, or several gifts, during the school year from public school students and/or their parents and guardians with an aggregated value of up to \$150, if the gift is identified as being from the class, and the identity of the givers and the individual amounts given are not identified to the recipient. The donor must be unknown, so a reasonable person would not conclude that the gift would influence the teacher's conduct with regard to any individual or would cause the teacher to favor any individual. NRC requires that staff submit a disclosure form for class gifts with an aggregated value of up to \$150 as well.

### **Staff Participation in Political Activities Policy**

North River Collaborative recognizes that employees of the Collaborative have the same fundamental civic responsibilities and privileges as other citizens including campaigning for an elective public office and holding an elective or appointive office.

Employees are prohibited from seeking support or contributions for political parties or candidates from employees, students, or family members during regular working hours. No employee is authorized to use his/her professional association with North River Collaborative for the purpose of affecting an election or nomination for office of any candidate for public office.

In connection with campaigning, an employee will not use any of North River Collaborative's facilities, equipment, or supplies; discuss his/her campaign with collaborative personnel or students during the working day; or use any time during the working day for campaigning purposes. Under no circumstances will students be pressured into campaigning for any staff member. Legal Ref; MGL 71:44

### **Personal Relationships in the Workplace**

North River Collaborative supervisors/directors may not be involved in the hiring decision of a family member. A supervisor may not hold a position in which they are directly responsible for evaluating or supervising someone with whom they have a family/dating relationship. All supervisors must notify the Executive Director or his/her designee if there is a family/dating relationship with an applicant or if a dating relationship develops with a current employee. A supervisor may not sign off on the time card or evaluation of someone with whom they have a family/dating relationship. This provision applies without regard to the gender or sexual orientation of the individuals involved.

## **Non-Discrimination and Harassment Policy and Complaint Procedure**

The North River Collaborative has a commitment to maintaining a workplace and educational environment where bigotry and intolerance, including discrimination such as harassment on the basis of race, color, national origin, religion, sex, disability, age, sexual orientation, military service, gender identity or expression, pregnancy and pregnancy-related medical conditions are not tolerated. The North River Collaborative does not allow discrimination or harassment against students based on homelessness or limited English speaking ability. Discrimination, including harassment, is contrary to the mission of the North River Collaborative and its commitment to equal opportunity in education. Sexual harassment under Federal law is addressed in a separate policy.

The North River Collaborative does not discriminate against students, parents, employees, or the general public. No person shall be excluded from or discriminated against in admission to the North River Collaborative, or in obtaining the advantages, privileges, and courses of study of the North River Collaborative on account of race, color, sex, gender identity or expression, religion, national origin, pregnancy or pregnancy-related medical condition, disability, or sexual orientation (M.G.L. c. 76 §5). Additionally, the North River Collaborative does not tolerate harassment based upon race, color, sex, gender identity or expression, religion, national origin, pregnancy or pregnancy-related medical condition, disability, or sexual orientation (603 CMR 26.08). Sexual harassment under Federal law is addressed in a separate policy.

For purposes of this policy and procedure, "school" includes school-sponsored events, trips, sports events, similar events connected with school or employment. Any retaliation against an individual who has complained about discrimination, including harassment, or any retaliation against any individual who has cooperated with an investigation of a discrimination, harassment, or retaliation complaint, is also unlawful and will not be tolerated.

The North River Collaborative takes allegations of discrimination, including harassment, seriously and will respond promptly to complaints. Where it is determined that conduct that violates the law and this policy has occurred, the North River Collaborative will act promptly to eliminate the conduct and will impose corrective action as necessary, including disciplinary action where appropriate.

"Discrimination" includes conduct that excludes a person from participation in, denies an individual the benefits of, or otherwise subjects an individual to different treatment on the basis of race, color, national origin, religion, sex, disability, age, sexual orientation, military service, gender identity or expression, pregnancy and pregnancy-related medical conditions, or any other classification protected by law. For students, it includes different treatment on the basis of homelessness and limited English-speaking ability. Harassing conduct involving these bases can be a form of discrimination. Sex discrimination is addressed in a separate policy.

"Harassment" is defined as unwelcome conduct, whether verbal or physical, that is based on: race, color, national origin, religion, disability, age, sex (under state law) sexual orientation, military service, gender identity or expression, pregnancy and pregnancy-related medical conditions. For students, it includes unwelcome conduct on the basis of homelessness and limited English-speaking ability. Harassment is prohibited by the North River Collaborative and violates the law.

Examples of harassment include:

- Display or circulation of written materials or pictures that are degrading to a person or group based upon the criteria listed above.
- Verbal abuse or insults about, directed at, or made in the presence of an individual or group described above because of one of the criteria listed above.
- Any action or speech that contributes to, promotes, or results in a hostile or discriminatory environment to an individual or group described above.
- Any action or speech that is sufficiently severe, pervasive, or persistent that it either (i) interferes with or

limits the ability of an individual or group (as described above) to participate in or benefit from a school program or activity of the North River Collaborative; or (ii) creates an intimidating, threatening, or abusive educational environment.

Many forms of harassment have been recognized as violations of the civil rights laws (including Section 504 of the Rehabilitation Act of 1973, the ADA, Title VI, state statutes like M.G.L. 151C) by federal courts, state courts, the U.S. Department of Education, Office for Civil Rights, and the Massachusetts Commission Against Discrimination.

The definitions of discrimination and harassment are broad. Unwelcome conduct, whether intended or not, that has the effect of creating a school environment that is hostile, offensive, intimidating, or humiliating may constitute discrimination or harassment.

Below, you will find various Civil Rights laws that govern the prohibition of discrimination and harassment. The complaint procedure for reporting complaints of discrimination and harassment based on these laws can be found below:

Various Civil Rights Laws:

*Title II: Title II of the Americans With Disabilities Act of 1990*

Prohibits discrimination, exclusion from participation, and denial of benefits on the basis of disability in the areas of educational programming and activities.

*Title VI: Title VI of the Civil Rights Act of 1964*

Prohibits discrimination, exclusion from participation, and denial of benefits based on race, color, and national origin.

*Section 504 of the Rehabilitation Act of 1973.*

Prohibits discrimination, exclusion from participation, and denial of benefits based on disability. Section 504 of the Federal Rehabilitation Act of 1973 provides that no otherwise qualified handicapped individual in the United States of America shall solely, by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or subjected to discrimination under any program or activity receiving federal financial assistance. All staff members are required to ensure that we are in compliance with this law and are also required to report any violation or non-compliance issues.

*MGL, Ch. 76, Section 5: Massachusetts General Laws, Chapter 76, Section 5 (Commonly known as Chapter 622)*

Prohibits discrimination in all public schools on the basis of race, color, sex, national origin, religion and sexual orientation. The law reads as follows: "No person shall be excluded from, or discriminated against in admission to a public school of any town, or in obtaining the advantages, privileges and courses of study of such public school on account of race, gender, religion, disability, national origin or sexual orientation." This law makes it clear that all aspects of public school education must be fully open and available to members of both sexes and of minority groups. No school may exclude a child from that public school on account of race, color, sex, religion or national origin of such child. On June 24, 1975, the Massachusetts Board of Education approved regulations for Chapter 622. These regulations address five areas of school policy: school admissions, admission to courses of study, guidance, course content, and extra-curricular and athletic activities.

Complaint Procedure: Reporting Complaints of Discrimination and Harassment

If any North River Collaborative student, parent, or employee believes, in good faith, that he or she has been subjected to harassment or discrimination described above, the individual has a right to file a complaint with the North River Collaborative. This may be done informally or formally, as described below.

Teachers or staff members who observe or receive reports of incidents of harassment or discrimination involving students shall report such incidents immediately to the student's Principal/Program Coordinator. Teachers or staff members aware of harassment or discrimination involving any employee shall report such incidents to the Principal/Program Coordinator or the Collaborative's Civil Rights Coordinator listed below.

Please note that while these procedures relate to the North River Collaborative's policy of promoting an educational and workplace setting free from discrimination and harassment, as detailed further in this policy, these procedures are not designed nor intended to limit the North River Collaborative's authority to discipline or take remedial action for conduct which the North River Collaborative deems unacceptable.

## Complaint Procedures

### i. Contacts

Clarice Doliber- North River Collaborative Civil Rights Coordinator for Title VI (race, color, national origin); Section 504 (disability); Title II of the ADA (disability); Religion, Sexual Orientation and Age is the Assistant Executive Director- 198 Spring Street, Rockland, MA 02370 (781) 878-6056. Ext. 154

Principal or Program Coordinators:

North River School Principal/Program Coordinator- 525 Beech Street, Rockland, MA 02301 (781) 871-8320

Independence Academy Principal/Program Coordinator- 460R Belmont Street, Brockton, MA 02301 (508) 510-4091

Learning Centers Program Coordinator- 198 Spring Street, Rockland, MA 02370 (781) 878-6056

Transportation Director- 198 Spring Street, Rockland, MA 02370 (781) 878-6056

Students, parents, or employees who wish to initiate the formal complaint process may put their complaint in writing to the building Principal or Program Coordinator or the North River Collaborative Civil Rights Coordinator. Any Principal or Program Coordinator receiving such a complaint shall immediately forward the complaint to the Civil Rights Coordinator listed above, who will then begin the formal procedure described below.

Any teacher or other employee who receives a formal complaint of discrimination or harassment shall immediately forward the complaint to the building Principal or Program Coordinator or Civil Rights Coordinator. Any Principal or Program Coordinator receiving such a complaint shall immediately forward the complaint to the Civil Rights Coordinator listed above, who will begin the formal procedure described below.

The Civil Rights Coordinator shall handle the investigation of a formal complaint or oversee the investigation of a formal complaint unless the Executive Director chooses to investigate the complaint or designates another person to investigate it on his/her behalf. Any complaint about an employee who holds a supervisory position shall be investigated by a person who is not subject to that supervisor's authority. Any complaint about the Executive Director should be submitted to the chairperson of the Board, who should consult with legal counsel concerning the handling and investigation of the complaint.

### ii. Disciplinary Action

If it is determined that harassment or discrimination has occurred by a student or employee, then disciplinary action may be taken appropriate to the circumstances regardless if it is handled through the informal or formal resolution process. Such action may include consequences up to and including termination of employment for staff and up to and including suspension or expulsion for students.

### iii. Internal Complaint Procedure

## 1. Informal Resolution of Discrimination and Harassment Complaints

Before initiating the formal procedure, the student/parent/employee may wish, if possible, to resolve the complaint on an informal basis through discussion.

A student or parent can discuss the issue with the building Principal or Program Coordinator. An employee can discuss the issue with his/her Principal or Program Coordinator.

The person receiving the complaint shall attempt, within his/her authority, to work with the individual to resolve the issue fairly and expeditiously within ten (10) working days of receiving the complaint. 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.<sup>1</sup>

Any resolution or disciplinary action taken by a Principal or Program Coordinator as a result of an investigation or discussion during the informal resolution process should be put to writing and forwarded to the Civil Rights Coordinator.

## 2. Formal Resolution of Discrimination and Harassment Concerns:

A student, parent, or employee who is not satisfied with the informal resolution process or who chooses not to participate in the informal resolution process may initiate the formal complaint procedure at any time by putting the complaint to the Principal/Program Coordinator or Civil Rights Coordinator. An employee, at the request of the student, may put the complaint in writing for the student. Principals or Program Coordinators who receive written formal complaints should immediately forward the complaint to the Collaborative Civil Rights Coordinator.

### a. What the complaint should include

The student/parent/employee's complaint should include: the name of the individual making the complaint, the name of the individual aggrieved, the name of the individual(s) accused of committing the harassing or discriminatory practice, the location of the school/department where the alleged discriminatory practice occurred, the basis for the complaint, witnesses (if any) and the corrective action the student/parent/employee is seeking.

If the complaint does not contain this information, the Principal/Program Coordinator or Collaborative Civil Rights Coordinator will ask the complainant for this information.

### b. When to file a complaint

Efforts should be made to file such complaint within twenty (20) calendar days after the alleged discriminatory practice occurred in order for an expeditious investigation to be conducted, unless extenuating circumstances exist. However, the North River Collaborative will investigate any complaint no matter when it is filed.

### c. What will happen after the complaint is filed

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<sup>1</sup> Informal resolution may not be appropriate in all cases, including but not limited to more severe or egregious allegations of discrimination or harassment.

Promptly after receiving the complaint, the Civil Rights Coordinator or designee, as permitted pursuant to Section III(B)(i) of this section) will conduct the necessary investigation, including making good faith efforts to gather all relevant evidence for consideration. In the course of his/her investigation, the Civil Rights Coordinator or designee shall contact those individuals that have been referred to as having pertinent information related to the complaint. This process will generally include, at a minimum, contacting the complainant; and the person against whom the complaint was filed and/or the appropriate authority involved; interviewing witnesses; and considering relevant documentation. During this process, complainants will have the opportunity to present witnesses and other relevant evidence to the Civil Rights Coordinator or designee conducting the investigation.

The Civil Rights Coordinator or designee should use appropriate interim measures during the investigation of a complaint to ensure that a complainant is free from discrimination and/or harassment during the pending investigation.

Barring extenuating circumstances, the Civil Rights Coordinator or designee, will complete the investigation as soon as practicable and normally not later than thirty (30) working days. When more than thirty (30) working days is required for the investigation, the Civil Rights Coordinator or designee shall inform the complainant that the investigation is still ongoing.

After completing the formal investigation of the complaint, the Civil Rights Coordinator or designee shall make a decision on the complaint and shall inform the complainant and the person(s) against whom the complaint was made of the results of the investigation in writing. In the case of a student who is found to have violated this policy, the Civil Rights Coordinator or designee will take appropriate action. In the case of an employee who is found to have violated this policy, the Civil Rights Coordinator or designee may refer the matter to the Principal/Program Coordinator or Executive Director for appropriate action. In all cases, if the Principal/Program Coordinator is the designee, then he/she can make a decision on the complaint, inform the complainant and the person(s) against whom the complaint was made of the results in writing, and take appropriate action if necessary provided they first notify the Civil Rights Coordinator once the complaint is made.

d. What you can do if you are not satisfied with the outcome of the formal complaint procedure

If the complainant is not satisfied with the decision, he/she can appeal this finding to the Executive Director within five working days.

The Executive Director will review the information considered by the Civil Rights Coordinator or designee, collect any additional information he/she believes is necessary to make an informed decision and shall issue a written decision to the complainant and the person against whom the complaint was made. Again, strict timelines cannot be set for conducting the investigation because each set of circumstances is different. However, the Executive Director will make sure that the complaint is handled as quickly as feasible and will strive to complete the investigation within ten (10) working days.

If the complainant is not satisfied with the Executive Director's decision, or if he/she does not choose either of the internal resolution processes, he/she may follow the external complaint procedure described below.

Contact information for the Executive Director is:

198 Spring Street, Rockland, MA 02370 (781) 878-6056

iv. External Complaint Procedure

Any student, parent, or employee who chooses not to use the Collaborative's internal complaint procedures or who is not satisfied with the Collaborative's internal complaint procedures may file a complaint of discrimination or harassment with an appropriate state or federal agency. Some of these agencies (MCAD and EEOC) have a short window in which a claim can be filed (300 days).

1. For complaints related to discrimination/harassment of students:

The Office for Civil Rights US Department of Education 8th Floor  
5 Post Office Square, Suite 900 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  
TTY: 617-994-6196

2. For complaints related to discrimination/harassment of parents:

The Office for Civil Rights US Department of Education  
8th Floor  
5 Post Office Square, Suite 900  
Boston, MA 02109-3921  
Telephone: 617-289-0111  
FAX: 617-289-0150  
TDD: 877-521-2172

3. For complaints related to discrimination/harassment of employees:

The Office for Civil Rights  
US Department of Education 8th Floor  
5 Post Office Square, Suite 900  
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

TTY: 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

### General Policies

1. No reprisals or retaliation shall be invoked against any person for processing, in good faith, a complaint, either on an informal basis or formal basis, or for participating in any way in these complaint procedures.
2. No reprisals or retaliation shall be invoked against any person who, in good faith, has testified, assisted, or participated in any manner in any investigations, proceeding, or hearing of a complaint or for otherwise participating in any way in these complaint procedures.
3. Whenever possible, a conference should be scheduled during a time that does not conflict with regularly scheduled work and/or school programs.

The North River Collaborative will work with an individual who files a complaint of discrimination or harassment, which includes conducting an investigation and holding conferences, in order to fairly and expeditiously resolve the complaint.

### **Sex Discrimination and Harassment Policies and Procedures Under Federal Law**

The North River Collaborative has a commitment to maintaining a workplace and educational environment where bigotry and intolerance, including discrimination such as harassment on the basis of sex, are not tolerated. Discrimination, including harassment, is contrary to the mission of the North River Collaborative and its commitment to equal opportunity in education.

*The North River Collaborative does not discriminate against students, parents, employees, or the general public. No person shall be excluded from or discriminated against in admission to the North River Collaborative, or in obtaining the advantages, privileges, and courses of study of the North River Collaborative on account of sex (M.G.L. c. 76 §5). Additionally, the North River Collaborative does not tolerate harassment based upon sex.*

### Definitions

Under state law, 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.

Under Federal law, 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)

If an allegation potentially fits under the Federal law definition, it will be examined under Federal and state law concurrently using the below procedures.

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 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 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 in writing 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 five 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. Complainant 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 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:

Clarice Doliber 198 Spring Street, Rockland, MA 02370 (781) 878-6056. Ext. 154 [cdoliber@nrcollab.org](mailto:cdoliber@nrcollab.org).

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 Program Coordinator, 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 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 Title IX 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 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 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) school day timeframe 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 will not be the same person. The Title IX Coordinator is free to cast himself/ herself as the investigator.

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 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. The parties have 10 days to submit a response to the investigative report.

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) 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 Collaborative will provide remedies to the complainant designed to restore or preserve equal access to the 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, as set forth in paragraph (b)(5)(vii) of this section.

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 five (5) 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:

Executive Director. Stephen Donovan, Ed.D., 198 Spring Street, Rockland, MA, 02370 or 781-878-6056.

#### 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, 8<sup>th</sup> 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, TTY: 617-994-6196

For complaints related to discrimination/harassment of parents:  
The Office for Civil Rights, US Department of Education  
5 Post Office Square, 8<sup>th</sup> 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, 8<sup>th</sup> 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, TTY: 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 building Principal, coordinator, Superintendent, 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.

#### **Personal Injury/Accidents**

All injuries and accidents which are incurred at the program site or in the community while an employee is performing his/her job must be reported immediately to the Program Coordinator or the program's building nurse,

no matter how minor. An Employee Accident Report Form must be completed and submitted to the NRC Administrative Office on the day of the incident or within 24 hours. If medical attention is needed, one's physician should report the necessary information to the NRC Office.

Qualifying employees who receive a personal injury arising out of and in the course of his/her employment may be entitled to Worker's Compensation benefits.

No compensation is paid under these provisions for an injury which does not incapacitate the individual from earning full wages for a period of at least five (5) calendar days. When covered by the Worker's Compensation Act, if the incapacity extends for a period of six days or more, compensation may be paid from the date of injury.

Additionally, when covered by the Worker's Compensation Act, an individual may also select to receive sick leave payments to the extent permitted by the General Laws in Chapter 152, Section 69, whereby such sick leave payments will be chargeable against accumulated sick leave or accumulated vacation leave and whereby the amount, when added to Worker's Compensation benefits, does not exceed his/her full salary or wages.

In instances where accumulated sick leave and any other leaves are exhausted, the individual will only receive the applicable Worker's Compensation benefits.

The Board of Directors may request medical certification from a physician or physicians of its choice at any time or times during an employee's absence under this section for the purpose of determining whether or not the employee is able to return to work and adequately perform his/her duties. If medical certification indicates that the employee is able to return to work, but he or she does not return on or before the date set by the Board of Directors, salary payments will be terminated.

When an employee is on worker's compensation, and the employee is eligible for FMLA leave, he or she shall use his/her FMLA leave concurrently with worker's compensation.

### **Universal Precautions**

Exposures to blood and other body fluids occur across a wide variety of occupations, including schools. As a result, NRC employees can be exposed to blood through needlestick and other sharps injuries, mucous membrane, and skin exposures. The pathogens of primary concern are the human immunodeficiency virus (HIV), hepatitis B virus (HBV), and hepatitis C virus (HCV).

To protect NRC employees, all blood and body fluid is considered to be infectious, regardless of the perceived or known health status of the student(s) or staff that are being assisted. As a result, Universal Precautions are used in the North River Collaborative.

Universal Precautions are thorough handwashing, gloving in the presence of body fluids, and proper disposal of contaminated wastes. The routine use of appropriate precautions by the caregiver regardless of knowledge of germs present in the individual's blood, saliva, nasal discharges, vomit, urine, or feces prevents the transmission /spread of disease and protects the caregiver. When handling the discharges from another person's body, always use these precautions. Use of Standard Precautions removes the need to know which persons are infected with which germs in the school setting.

### **Student NRC Anti-Bullying and Cyberbullying Policy**

It is the policy of the North River Collaborative to provide a learning environment for students free from bullying and cyberbullying. It is a violation of this policy for any student or member of a school staff including, but not limited to, an educator, administrator, school nurse, cafeteria worker, custodian, bus driver, athletic coach, advisor to an extracurricular activity, or paraprofessional to engage in bullying or cyberbullying or for any employee of NRC to condone or fail to report acts of bullying or cyberbullying that they witness or become aware of (i) on



school grounds and property immediately adjacent to school grounds; (ii) at school-sponsored or school-related activities, functions or programs whether on or off school grounds; (iii) at school bus stops; (iv) on school buses or other vehicles owned, leased or used by the school district/NRC; (v) through the use of technology or an electronic device owned, leased, or used by the school district/NRC and (vi) at a location, activity, function or program that is not school-related, or through the use of technology or an electronic device that is not owned, leased, or used by a school district/NRC, (vii) if the bullying creates a hostile environment at school for the victim, infringes on the rights of the victim at school, or materially and substantially disrupts the education process or the orderly operation of a school. Nothing contained herein shall require the NRC to staff and/or monitor any non-school related activities, functions, or programs.

The North River Collaborative will not tolerate retaliation against a person who reports bullying or cyberbullying, provides information during an investigation of bullying or cyber bullying, or witnesses or has reliable information about bullying or cyberbullying.

**Bullying:** Bullying is defined as the repeated use by one or more students or members 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 a written, verbal, or electronic expression or a physical act or gesture or any combination thereof, directed at a student victim that: (i) causes physical or emotional harm to the victim or damage to the victim's property; (ii) places the victim in reasonable fear of harm to himself or of damage to his property; (iii) creates a hostile environment at school for the victim; (iv) infringes on the rights of the victim at school: or (v) materially and substantially disrupts the education process or the orderly operation of a school. For the purposes of this section, bullying shall include cyberbullying.

**Cyberbullying:** Cyberbullying refers to bullying through the use of technology or any electronic communication, which shall include, but shall not be limited to, any transfer of signs, signals, writing, images, sounds, data or intelligence of any nature transmitted in whole or in part by a wire, radio, electromagnetic, photo-electronic or photo-optical system, including, but not limited to, electronic mail, Internet communications, instant messages or facsimile communications. Cyberbullying shall also include (i) the creation of a web page or blog in which the creator assumes the identity of another person or (ii) the knowing impersonation of another person as the author of posted content or messages, if the creation or impersonation creates any of the conditions enumerated in clauses (i) to (v), inclusive, of the definition of bullying. Cyberbullying shall also include the distribution by electronic means of a communication to more than one person or the posting of material on an electronic medium that may be accessed by one or more persons, if the distribution or posting creates any of the conditions enumerated in clauses (i) to (v), inclusive, of the definition of bullying.

It is the responsibility of every employee, student and parent/guardian to recognize acts of bullying, cyberbullying and retaliation against students and take every action necessary to ensure that the applicable policies and procedures of NRC are implemented. Any student who believes that he or she has been subjected to bullying and/or cyber bullying has the right to: (i) file a complaint to his/her teacher or Principal and to (ii) receive prompt and appropriate handling of the complaint. Further, all reasonable efforts shall be made to maintain the confidentiality and protect the privacy of all parties, but proper enforcement of this policy may require disclosure of any and all information received.

Students, parents, and NRC employees (including but not limited to educators, administrators, school nurses, paraprofessionals, cafeteria workers, custodians, van drivers, and van monitors), who witness or become aware of bullying, cyberbullying or retaliation should immediately report it to the Principal and/or Program Coordinator.

Reports of bullying and/or cyberbullying will result in an investigation. Parents of students alleged to have engaged in bullying and/or cyberbullying will be invited to attend a meeting at which the activity, words, or images subject to the complaint will be reviewed. A student disciplined for bullying and/or cyberbullying may not be readmitted to their school program until his/her parent(s)/guardian(s) attends such a meeting.

The North River Collaborative will provide students with age-appropriate instruction on bullying/cyberbullying prevention. The NRC will provide professional development to build the skills of staff members as required by law. The NRC will develop a Bullying/Cyberbullying Prevention and Intervention Plan which shall set forth the administrative guidelines and procedures for the implementation of this policy. This Prevention and Intervention Plan shall include, but not be limited to: procedures for reporting, responding to and investigating reports of bullying/cyberbullying or retaliation of a person who reports bullying/cyberbullying or provides information during an investigation; any notification requirements consistent with state and federal law; a strategy for providing counseling or referral to appropriate services for perpetrators, victims, and family members; and provisions for educating and informing parents about bullying/cyberbullying and the Collaborative's bullying/cyberbullying prevention curriculum.

Students and parents/guardians will receive notice of the relevant student-related sections of the plan annually and NRC employees shall be trained annually on the plan. Each Program Coordinator shall be responsible for the implementation and oversight of the Plan at his/her program. Program Coordinators will work cooperatively with the Director of Special Education from the sending district, as well as the Principal assigned to the building in which the program is located, to assist NRC students, parents, and employees who seek guidance or support in addressing matters related to any form of bullying, cyberbullying or retaliation.

### **Child Abuse/Neglect Reporting**

Child abuse and neglect are serious public health problems and adverse experiences that can have long-term impact on health and wellbeing. North River doesn't condone abuse or neglect of children under the age of 18 years of age.

All NRC employees are mandated reporters. Massachusetts law requires mandated reporters to immediately make an oral report to DCF when, in their professional capacity, they have reasonable cause to believe that a child under the age of 18 years is suffering from abuse and/or neglect. A written report is to be submitted within 48 hours.

Abuse is defined as: (1) The non-accidental commission of any act by a caregiver which causes or creates a substantial risk of physical or emotional injury or sexual abuse of a child; or (2) The victimization of a child through sexual exploitation or human trafficking, regardless if the person responsible is a caregiver. This definition is not dependent upon location (i.e., abuse can occur while the child is in an out-of-home or in-home setting).

Neglect is defined as: failure by a caregiver, either deliberately or through negligence or inability, to take those actions necessary to provide a child with minimally adequate food, clothing, shelter, medical care, supervision, emotional stability and growth, or other essential care, including malnutrition or failure to thrive; provided, however, that such inability is not due solely to inadequate economic resources or solely to the existence of a handicapping condition. This definition is not dependent upon location (i.e., abuse can occur while the child is in an out-of-home or in-home setting).

1. Any employee upon identification of possible child abuse or neglect shall immediately inform the Program Coordinator and/or the Executive Director. Program Coordinators shall inform the Executive Director immediately before any action is taken. Information will include:
  - a. Name and address of the child and parent (or guardian).
  - b. Child's sex.
  - c. Nature and extent of the child's injuries, abuse, or neglect.
  - d. Any evidence of prior injuries, abuse, or neglect.
  - e. Action, if any, taken to treat, shelter, or assist the child.

- f. Name of the person or persons making the report.
  - g. Other pertinent information.
2. The Program Coordinator shall collect information from all involved personnel (school nurse, teachers, therapists, adjustment counselor, LEA liaison, etc.). If abuse/neglect is suspected, the Coordinator will notify the Department of Children and Families by telephone using the 24-hour Hotline 1-800-792-5200 or its equivalent.
  3. The Program Coordinator will complete Form 51-A to be signed by both the Coordinator and the Executive Director, and will write a letter to the Department of Children and Families to accompany Form 51-A. These will be sent by registered mail within 48 hours of the Program Coordinator's original notification to the Department of Children and Families.
  4. The Program Coordinator will inform the Director of Special Education from the LEA involved within the same day and will forward copies of the letter and Form 51-A.
  5. The Coordinator will maintain contact with the Department of Children and Families to monitor the complaint and will report regularly to the Executive Director regarding the status of the case.

Cases of reported abuse or neglect are to remain **CONFIDENTIAL**. Discussion of these situations will be limited to appropriate meetings with school personnel who have a need to know or authorized personnel from the Department of Children and Families.

The above procedures are minimum guidelines. All NRC employees are mandated reporters and may file a report independently if they feel it is necessary.

No employee who in good faith makes a report of child abuse or neglect, testifies, or is about to testify in any proceeding involving child abuse or neglect shall be discharged or in any manner discriminated or retaliated against.

In addition, North River doesn't condone abuse or neglect of adults with disabilities. All staff must report any abuse or neglect of a student or adult with disabilities over the age of 18 to their Program Coordinator. Please note that the employee may file a report independently if they feel it is necessary.

Once informed by the employee that there is suspected abuse or neglect involving a student or adult with disabilities that is 18 or older, the Program Coordinator will immediately notify the Executive Director, file with the Disabled Persons Protection Commission (DPPC), notify the Director of Special Education from the LEA, and maintain contact with DPPC to monitor the complaint. The DPPC 24-hour Hotline to report incidents of suspected abuse involving adults with disabilities is 1-800-426-9009.

### **Student Confidentiality/Records**

Every student's educational and personal information is protected by the laws of confidentiality. For the purpose of releasing information contained in student records, the North River Collaborative will follow the guidelines as outlined in the Student Record Regulations at 603 CMR 23.00 et seq. and the Family Educational Rights and Privacy Act. Further, it is expected that authorized personnel will ensure student confidentiality when using electronic devices (e.g., using password protection accounts, not leaving documents open, etc.)

Authorized Collaborative personnel may access records of students to whom they are providing services when such access is required in the performance of their official duties without the consent of the student or parent. Generally, however, release of a student's records requires a signed permission from the parent or guardian, except in those circumstances listed as exceptions in the student records regulations (i.e. court order). Under no

circumstances should any staff member release any information regarding students to anyone outside of the Collaborative staff unless such a release has been obtained. All requests for student information should be directed to the Program Coordinator and/or Executive Director. When a student leaves a Collaborative program, all student records should be returned to the sending district.

The following is the link to regulations regarding student records for the Commonwealth of Massachusetts:

<http://www.doe.mass.edu/lawsregs/603cmr23.html?section=01>

### **Video Recording Policy**

North River Collaborative has a responsibility to maintain discipline and protect the safety, security, and welfare of our students and staff, while at the same time safeguarding NRC facilities, vehicles, and equipment.

As part of fulfilling this responsibility, North River Collaborative authorizes the use of video/digital surveillance cameras in NRC vehicles, in the program and common areas of NRC buildings, and in classrooms located in district schools. Digital or video recorder placements shall be based on the presumption and belief that students and staff have no reasonable expectation of privacy in public areas that occur in plain view of other students, staff, or bystanders.

Signs shall be posted on North River Collaborative vehicles, property, and classrooms to notify students, staff, and visitors that video or digital cameras may be in use. Students and others will be held responsible for any violations of school rules, North River Collaborative Personnel Policies and Procedures, or law recorded by the cameras.

North River Collaborative acknowledges that there exists an expectation of privacy in various locations within and on the North River facilities including within the lavatories, changing rooms/locker rooms, and in the nurse's offices. Cameras shall not be used to monitor inside such areas.

The Executive Director shall ensure that proper procedures are in place and are followed regarding the use, viewing, disclosure, retention, disposal and security of video recordings or photographs from security cameras, in accordance with applicable laws and regulations, as follows:

- Access to video recordings from security cameras shall be limited to school administrators (Executive Director or his/her designee, Program Coordinator or his/her designee).
- A video recording used for security purposes in school district buildings and/or on school shall be the sole property of North River Collaborative. The right to inspect such recordings is limited to North River personnel and as required by law.
- Any type of activity detected through the use of video surveillance cameras that might constitute a violation of the law will be reported immediately to the appropriate law enforcement officials by North River Collaborative, consistent with Federal and State law.
- All video recordings will be stored in a secure location to avoid tampering and to ensure confidentiality.
- In exigent circumstances, such as a building lock down or shelter in place situation or when there are other circumstances in connection with a health and safety emergency, security camera recordings may be accessed in real time by law enforcement at a location most convenient to the involved law enforcement agencies.

Security cameras will record video only and will not record audio.

Video recordings (with the exception of those segments that constitute evidence of a crime being committed or used in connection with student or staff discipline) will be maintained for as long as there is sufficient storage space on the surveillance server or for thirty (30) days, whichever is longer, and then deleted. All such recordings

shall be treated as confidential and shall not be release to individuals or agencies outside of the Collaborative except through a lawfully issued subpoena, court order or as otherwise required by law.

All video recordings will be stored in a secure location to avoid tampering and to ensure confidentiality.

Any individual who tampers with or destroys a video surveillance camera or any part of the video surveillance system, otherwise misuses the surveillance system, will be subject to appropriate disciplinary action as possible criminal charges.

NRC reserves the right to record using audio subject to applicable law.

## **WORK SCHEDULE**

Each employee is designated as either Nonexempt or Exempt from the overtime wage provisions of the Federal Fair Labor Standards Act (“FLSA”) and Massachusetts overtime laws. An employee will be designated as Nonexempt, unless the employee meets the requirements to be Exempt under both federal and Massachusetts state law.

1. Nonexempt employees are entitled to overtime pay under federal and/or state laws for time worked in excess of forty (40) hours in any one workweek.
2. Exempt employees are not required to be paid overtime and are not eligible for overtime pay at the Collaborative.

Employees will be informed of their compensation category. Should an employee have any questions regarding their compensation category, they should address those questions to the Executive Director or his/her designee.

### **Overtime/Compensatory Time**

Nonexempt employees may be entitled to overtime pay or compensatory time (“comp time”) under the specific provisions of federal and state laws. Exempt employees are excluded from overtime and compensatory time.

Overtime is defined as hours worked which exceed forty (40) hours per work week. All overtime work must receive the supervisor’s prior authorization. Overtime pay/comp time is based on actual hours worked. Time off taken for sick leave, vacation leave, paid holidays, or any leave of absence will not be considered hours of work for purposes of performing overtime calculations. Overtime worked without prior authorization from the supervisor may result in disciplinary action up to and including termination of employment.

### **Salary Basis 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.

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 (see Collaborative Policy on penalties 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.

### 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 the Business Manager. 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.

### **Length of Work Year, Day, and Responsibilities**

The Collaborative Board determines, upon recommendation of the Executive Director and subject to the laws and regulations of the Commonwealth of Massachusetts, the length of the school day and the number of days in the school year. Each employee will be provided a work schedule at the beginning of each fiscal year that will outline the expected days and hours of work or will be subject to the terms of the collective bargaining agreement or individual contract.

All teaching and therapy staff shall be on duty continuously during school hours as their Program Coordinator/Head Teacher or Executive Director deem necessary for the proper functioning of the educational program. Teachers are expected to be on duty a minimum of fifteen (15) minutes before the opening of school and also available fifteen (15) minutes after school. The foregoing are minimum only, since, as professionals, teachers and therapists are required to work whatever time is necessary to accomplish all the duties of their positions. These duties include but are not limited to: meeting with parents/guardians/advocates, attending meetings as necessary, meeting with students for extra help or extra work, maintaining contact with parents, working on alternative and other assessments, development of appropriate lesson plans, development of appropriate materials for use in the class, and coordination of services for children with LEA Special Education Directors or other service providers. The Board of Directors shall establish the starting and dismissal times for students and teachers.

All professional and paraprofessional staff shall have a (30) minute duty free lunch, unless the demands of the program on a particular day require the employee to remain with the students. All administrative staff shall have a thirty (30) minute lunch, unless the demands of their position do not allow for such a lunch break on a particular day. If employees are required to work through lunch, then that lunch period will be paid if it is not already paid.

All staff shall attend staff meetings as called by the Program Coordinator or Executive Director.

Individual or group conferences with the Program Coordinator or Executive Director outside of regular school/working hours may be conducted. At the Executive Director's request, professional staff may be required to remain after the end of the regular work day without additional compensation to attend an average of two (2) one-hour meetings (conferences) a month.

Administrative staff are required to be on duty at least all hours that the Collaborative is open for business, normally 8:00 a.m. to 4:00 p.m. or for at least eight (8) hours (unless otherwise approved by the Executive Director in his/her sole discretion). In addition, because of the nature of administrative duties, it is recognized that administrators must work beyond the hours of the normal work day in order to accomplish all of the tasks of their position. In addition, it is recognized that an administrator's work hours may extend into the late afternoon, evening, and on the weekends. The Collaborative expects administrators to work whatever time is necessary to fulfill all the responsibilities of their position as well as responsibilities assigned by either the Executive Director or the Board of Directors.

### **Emergency Closings and Delays**

At times, emergencies such as severe weather, power failures, catastrophic events, etc. can disrupt agency operations. In extreme cases, these circumstances may require the closing of a particular NRC program. Because of the variety and nature of NRC programs, policies affecting the closing of programs may vary. Employees must make every effort to be present if the program is open. All NRC school programs follow the schedule of the district in which they are located. As a general rule, if school is cancelled in the host district, the NRC program in that district will be closed, and days will be made up as needed. If there is a delayed opening, NRC staff should plan on arriving at least thirty (30) minutes before the students are scheduled to arrive following a delay and stay for as long as needed in order to ensure that all students depart safely. Administrative staff are required to be on duty during cancellation days unless otherwise directed by the Executive Director or his/her designee. All transportation staff should seek guidance about emergency closings and delays from the North River Collaborative Transportation Policies and Procedures Handbook.

### **Reporting Employee Attendance**

An employee who expects to be absent from or tardy to work on any day, other than in the case of a previously approved leave, shall notify his/her Program Coordinator or other designated staff member no less than ninety (90) minutes or as soon as reasonably possible prior to the scheduled start of their workday or shift. The Program Coordinator or designated staff person will make every effort to provide substitute coverage for employees who are absent. In some situations, the Program Coordinator may reassign staff as needed.

If a teacher is absent, and no substitute can be found, another Collaborative teacher or the Program Coordinator will be assigned additional supervision of that classroom, and the aide/s will be compensated additionally at the rate determined for uncertified substitutes. In a classroom with more than one aide, the additional compensation will be divided equally. This applies only to permanent aides who normally work a full day on the day the teacher is absent.

To maintain quality programs and services, NRC expects employees to be reliable in regular attendance and prompt in reporting to work. Absenteeism, early departures, and tardiness place a burden on other employees and potentially puts our students in danger of being inadequately supervised. Punctuality and regular attendance are factors considered in recommending promotions, transfers, and completing evaluations, as well as continued employment. Poor attendance, excessive early departures, and excessive tardiness are disruptive, and, as a result, may result in disciplinary action up to and including termination.

### **Employee Assignments**

An employee is hired on an annual basis. At the end of each fiscal year, the Board, acting on recommendation of the Executive Director, shall determine if the employee will be rehired for the following year. An employee is not rehired for another fiscal year unless and until the Board votes to approve his/her rehiring for the subsequent year.

Each employee will be notified of changes in his/her program for the coming school year, the program or programs to which he/she will be assigned, and any special or unusual classes he/she will have. All assignments will be finalized by the Board of Directors upon recommendation of the Executive Director.

## **Transfers**

A transfer shall be made only when the Executive Director and/or the Board of Directors consider such transfer to be in the best interest of the Collaborative.

## **Vacancies and Promotions**

Notices of vacancies will be posted on a bulletin board in the Almshouse except when the Board or Executive Director determines that the position needs to be filled immediately. Postings will be sent to all staff via email when deemed necessary.

All employees will be given the opportunity to apply for the open positions. In selecting an applicant to fill a vacancy, the Board of Directors will give consideration to professional competence and attainment, the length of employment with the North River Collaborative, and such other factors as the Board of Directors considers relevant. The Board retains the right to seek and hire applicants from outside the Collaborative.

If a classroom position becomes available during the school year (increased enrollment or resignation of current staff), the position may be filled on a temporary basis until the end of the school year. At the end of the school year, the position may be posted, and any interested person may apply. All positions will be filled with the best interests of all students in mind.

## **Employment Classifications**

For the purposes of this handbook, there are four (4) employment categories for employees: full-time employees, part-time employees, no benefit part-time employees, and temporary employees. Full-time employees shall be defined as employees who work thirty (30) or more hours per week as per their work schedule. Part-time employees shall be defined as employees who work between fifteen (15) and fewer than thirty (30) hours per week as per their work schedule. No benefit eligible part-time employees work fewer than fifteen (15) hours per week as per their work schedule. Temporary employees are employees who serve in a position for a specified period of time or to complete a specific project. These employees are not entitled to any benefits regardless of the number of hours worked per week.

## **PAID LEAVE**

Paid leave is time allowed away from work for a specific reason during which the employee receives their normal pay. Each paid leave day (vacation, holiday, sick, personal, and bereavement) provided to eligible employees as illustrated in this paid leave section is equal to the number of hours worked in a work day. For example, if an employee works four (4) hours per day as per their work schedule and is eligible for a paid leave day (vacation, holiday, sick, personal, and bereavement), then each eligible paid leave day earned would be equal to four (4) hours. Likewise, if an employee works eight (8) hours per day as per their work schedule and is eligible for a paid leave day, then each eligible paid leave day earned would be equal to eight (8) hours. The North River Collaborative calculates all paid leave time in hours.

In addition, the number of paid leave days (vacation, sick, personal, and bereavement) earned by eligible employees will be pro-rated based on the number of days worked. For example, if an eligible employee is a .6 FTE and would receive ten (10) sick days in a year if he/she was a 1.0 FTE, then he/she would be eligible for six (6) sick days at the number of hours typically worked as described in the previous paragraph.

Eligible employees that don't fit with the above pro-ration shall have their eligible paid leave days pro-rated based on a formula devised by the Executive Director in his/her sole discretion.

## **Vacation**

Vacation leave is an authorized paid absence from work that eligible employees accrue as a result of their employment with the North River Collaborative.



Twelve-month employees (i.e. those year-round employees whose work schedule requires that they work every week of the year and who work twenty or more hours per week on a regular basis) are eligible for paid vacation, provided that vacation is included in their work schedule. If vacation time is not included in an employee's work schedule, then vacation time will not be afforded to that employee.

School-based staff as well as drivers and monitors are not eligible for paid vacation time. Employees that work less than twenty (20) hours per week on a regular basis are also not eligible for vacation leave.

All school-based staff, and employees who are not eligible for paid vacation leave, are expected to schedule their unpaid vacations when school is not in session.

Eligible employees must notify their supervisor in writing and get prior approval from the Supervisor and Executive Director or his/her designee as to their request to take vacation, when they would like to take it, and how much vacation time they are requesting to take. The Collaborative is exclusively vested with making the ultimate determination as to when vacation leave can be scheduled and taken. At least two weeks of notice is required unless an eligible employee's supervisor waives the notification period. Requests will be reviewed based on a number of factors, including agency needs and staffing requirements. Vacation leave requests will be processed on a first-come-first-served basis.

If an observed holiday occurs during an eligible employee's scheduled vacation, the day of observance is taken as holiday leave if eligible. Lastly, an employee who becomes ill while on an approved vacation leave may not apply sick leave to that period of illness.

During the first fiscal year of employment, vacation time shall not be afforded to employees who start work on April 1<sup>st</sup> or after. New and eligible employees who start work before April 1<sup>st</sup> of a fiscal year shall accrue vacation time on a monthly basis and shall be prorated accordingly. Eligible employees hired on or before the fifteenth (15<sup>th</sup>) of the month will be credited with a full month of service on the first day of the following month. Employees hired on or after the sixteenth (16<sup>th</sup>) of the month will not be credited with a full month of service for that month and will not accrue a vacation day for that month as vacation accruals will begin the following month.

Once eligible employees work until the end of their first fiscal year, they will be deemed to have worked a full year for the purposes of calculating vacation leave and will be credited with vacation time in advance at the beginning of the fiscal year as determined by the work schedule. Mid-year changes in a work schedule may occur, and eligible employees will have their vacation time prorated and adjusted accordingly.

However, when an employee is terminated and/or resigns from his/her position during a fiscal year, the employee will be paid for unused earned vacation time prorated according to the time period during the fiscal year in which the employee actually worked up to the date of termination. As a result, if the employee utilizes more than his earned vacation leave, then he/she shall reimburse the Board for the value of the unearned days taken.

Vacation time should be taken in the year it is earned. However, up to five (5) days of unused vacation time will be carried over into the next fiscal year with the understanding that the five (5) days that were carried over must be used in the first sixty (60) days of the fiscal year that the days were carried over into. No more than five days of vacation time can be carried over into the next year without approval from the Board of Directors. Notification must be made in writing when requesting more than five days of vacation by no later than June 1<sup>st</sup>.

Except as otherwise provided in an employee's work schedule, twelve-month personnel earn vacation days upon completion of a full and continuous fiscal year's employment based upon the following schedule. If an employee transfers into a vacation-eligible position (from any non-vacation-eligible position) his/her years of service for the purpose of calculating vacation time are based on the full and continuous fiscal years in the eligible role. Vacation

time is not earned for years in a non-eligible role. A “full and continuous fiscal year” for the purposes of vacation leave for a new employee will occur if an eligible employee’s start date occurs before November 1<sup>st</sup>.

Eligible employees with less than one year of service will receive ten (10) vacation days prorated based on the employee’s start date.

After the first full and continuous fiscal year of employment through the third full and continuous fiscal year of employment, eligible employees will receive ten (10) vacation days.

Beginning with the fourth full and continuous fiscal year of employment through the fifth full and continuous fiscal year of employment, eligible employees will receive twelve (12) vacation days.

Beginning with the sixth full and continuous fiscal year of employment through the tenth full and continuous fiscal year of employment, eligible employees will receive fifteen (15) vacation days.

Beginning with the eleventh full and continuous fiscal year of employment through the fifteenth full and continuous fiscal year of employment, eligible employees will receive twenty (20) vacation days.

Beginning with the sixteenth full and continuous fiscal year of employment, eligible employees will receive twenty-five (25) vacation days.

1-3 years	10 days	4-5 years	12 days
6-10 years	15 days	11-15 years	20 days
16 or more years	25 days		

Those administrators who are eligible for vacation time as reflected in their work schedule shall receive up to twenty-five (25) vacation days per fiscal year as determined by the Executive Director. The Board must approve any vacation day allotments in excess of twenty-five (25). Administrators who work a specific amount of days in the year as reflected on their work schedule do not receive vacation time. The Executive Director shall set the number of work days for these administrators.

Each vacation day for eligible employees will be pro-rated based on the number of hours/days worked as described at the beginning of the Paid Leave section.

### **Holidays**

Holiday leave provides eligible employees with authorized paid absences from work for the purpose of observing designated holidays.

All twelve-month personnel (i.e., those employees whose work schedule requires that they work every week of the year and who work twenty (20) or more hours per week on a regular basis) are entitled to fourteen (14) paid holidays during a calendar year unless otherwise specified below.

School-based staff as well as Drivers and Monitors are not eligible for paid holidays.

Administrators will receive paid holidays if included in their work schedule and they receive vacation leave.

The holidays observed by North River Collaborative are:

New Year’s Day  
Martin Luther King Day  
President’s Day

Good Friday  
Patriot's Day  
Memorial Day  
Independence Day (July 4)  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Friday after Thanksgiving Day  
December 24 (1/2 day)  
Christmas  
December 31 (1/2 day)

When a holiday falls on a Sunday, the following Monday shall be observed as the holiday. When a holiday falls on Saturday, the preceding Friday shall be observed as the holiday.

Employees who are on an authorized paid absence (e.g., sick leave and vacation leave) for the last scheduled workday preceding a holiday observance and first scheduled workday following the holiday observance will be eligible for holiday leave on the day of the observance.

Employees who are on an unpaid absence are not eligible for holiday leave.

Holiday leave for eligible employees will be pro-rated based on the number of hours worked as described at the beginning of the Paid Leave section.

### **Sick Leave**

Sick leave provides employees with an authorized paid absence from work for the following purposes:

- employee illness or injury;
- up to 5 days for illness in the employee's immediate family (for purposes of family sick leave, immediate family is defined as children, spouse/partner, parent, or other dependent member of the immediate household)- If an employee is on FMLA to care for a covered family member (a spouse, child or parent with a serious health condition), ten (10) additional sick days may be used per fiscal year if the Executive Director, in his/her sole discretion, approves of the eligible employee's written request to use these days for this purpose;
- For employees adopting a child or for the placement of a child due to foster care or other legal proceedings, they may use up to ten (10) days of sick leave for this purpose;
- doctor's appointments- with prior approval (Employees must request time off for scheduled medical or dental appointments, in writing, using the Request for Time Off Form, from their immediate supervisor and the Executive Director or his/her designee at least three (3) workdays in advance of the desired time off. Time off for medical or dental appointments shall be charged to the employee's accrued sick leave. The three-day requirement may be shortened in emergency situations. Employees are generally expected to schedule medical and dental appointments for non-work hours. Presentation of a doctor's certificate stating that the person was seen by the doctor may need to be provided to the employee's supervisor if requested.
- as otherwise provided in this handbook.

Frequent absences or tardiness or misuse of sick leave may be grounds for disciplinary action up to and including termination. Please see the Professional Conduct section of this handbook for more information regarding this matter.

The employee's supervisor and/or the Executive Director or his/her designee may meet with, talk to, or otherwise communicate with employees concerning their attendance.

A doctor's certificate stating the nature of the illness and when the employee will be able to return to work will be required for any absence more than three (3) days, or if the Executive Director or his/her designee requests a doctor's note from a licensed and practicing physician that provides adequate medical evidence supporting the absence or believes that an employee's sick leave usage demonstrates a pattern of sick leave abuse.

Employees are not eligible for sick leave when they work fewer than 15 hours per week.

New employees, who are eligible for sick leave, will earn their sick leave on a prorated monthly basis during the first year of employment and must be employed by the 15<sup>th</sup> of the month in order to earn the sick time for that month. Employees will receive the full entitlement at the beginning of their work schedule for the next fiscal year.

All sick leave not utilized during the school year in which it was granted may be accumulated up to the number of work days that an employee is scheduled for in a year. Employees can use accrued sick time for prolonged illness up to the maximum accrued. When calculating the maximum accrual, each sick day is equal to the amount of hours worked in a day at the time the day was earned.

Employees whose hours change during the year shall have their sick leave compensation prorated accordingly.

Each sick leave day for eligible employees will be pro-rated based on the number of hours/days worked as described at the beginning of the Paid Leave section.

- Eligible professional employees will receive the equivalent of 1.5 sick days per month worked. Eligible administrative employees and select 12-month employees will receive sick time as per their work schedule. Eligible non-professional employees will receive the equivalent of one sick day per month for months worked. Summer work shall be pro-rated based on a formula designed by the Executive Director in his/her sole discretion.
- Eligible non-professional employees include, but are not limited to, teacher aides, tutors, job coaches, office personnel, custodians, tech-support, vocational assistants, non-degree LPNs, behavior service providers, and assistant behavior consultants, and any other classification designated by the Executive Director.
- Eligible professional employees include, but are not limited to, teachers, therapists and therapy assistants, BCBAs, counselors, and registered nurses and LPNs with an Associate's degree or higher, and any other classification designated by the Executive Director.
- Eligible administrative employees include, but are not limited to, program coordinators and transportation supervisors/directors/coordinators, and any other classification designated by the Executive Director.
- Notwithstanding the foregoing, effective July 1, 2019, currently employed drivers and monitors will be front-loaded six (6) months of sick time based on hours paid during the previous period from December 1<sup>st</sup> through May 31<sup>st</sup>. All drivers and monitors hired on or after July 1, 2019, will accrue sick time at the rate of 5.5% of their hours paid up to forty (40) hours per week. Effective January 1, 2020, there will be no more front-loading of sick time for drivers and monitors as all drivers and monitors will accrue sick time at the rate of 5.5% of their hours paid up to forty (40) hours per week.

The Executive Director or his/her designee may designate leave taken as FMLA leave based on information furnished by the employee. See the FMLA section of this handbook.

A full-time employee who has perfect attendance for a full fiscal year shall be entitled to an attendance bonus of \$200. A part-time employee working 20 or more hours per week who has perfect attendance shall be entitled to an attendance bonus of \$100. Perfect attendance is defined as an employee working every day he/she is scheduled, with the exception of a lack of attendance due to bereavement, jury, and personal leave. An employee must be employed for at least half of the fiscal year to receive this bonus and shall not receive this bonus in the first year of employment unless that employee works for the entire fiscal year.

Employees may not use sick time after giving notice of resignation or upon termination unless specifically authorized by the Executive Director after submission of a physician's certificate acceptable to the Executive Director in his/her discretion. An exception to this policy will be made for those employees who provide notice of intent to resign for the purposes of retirement. Sick leave has no cash value and will not be paid out upon termination of employment.

### **Sick Leave Bank Policy**

A Sick Leave Bank shall be established for participating and eligible employees who have a serious and protracted illness and who have used up the sick leave, vacation leave, and personal leave to which they are entitled. Eligible North River Collaborative employees who wish to participate shall deposit one day of their sick leave to which they are entitled each year.

The process of the bank and the withdrawals shall be carried out in accordance with the following guidelines:

To become eligible for the Sick Bank, North River Collaborative employees must first work at least twenty (20) hours per week for an entire fiscal year prior to eligibility. Once this occurs, an eligible employee can elect to participate in the program by submitting the Sick Leave Bank Form by September 15<sup>th</sup> and contribute one (1) of their sick days to fund the bank. Thereafter, to continue in the program, the employee must continue to work twenty (20) or more hours per week and elect to participate in the program by September 15<sup>th</sup> of each fiscal year. All deposits to the bank are to be voluntary and irrevocable. The number of days in the bank will be cumulative to four hundred (400) days in a given fiscal year. Until the total accumulation goes below the four hundred (400) days, the members who have donated days will not be obligated to donate any additional days to belong to the Sick Leave Bank.

If during any fiscal year the total number of the days in the Sick Bank fall below 400 days, the bank shall be renewed by the contribution of one (1) additional day of sick leave by each employee who wishes to continue to participate. This additional day will be deducted from the employee's annual days of sick leave. All requests for withdrawal from the bank must be in writing and accompanied by a reason for the request, a doctor's statement of a serious and protracted illness, and permission for the Sick Leave Bank Committee (SLBC) to review the employee's attendance record. A decision on the employee's application will be made by a Sick Leave Bank Committee consisting of two (2) members elected each year by the employees eligible to participate in the Sick Leave Bank, the Executive Director/designee and one (1) additional administrator, generally within ten (10) working days of the request. Approval will be determined by a simple majority vote. The decision of the Sick Bank is final and cannot be appealed to the Board of Directors.

The following criteria shall be used by the committee in administering the bank and in determining eligibility and amount of leave:

- a. adequate medical evidence of a serious protracted illness
- b. prior utilization of all eligible sick leave
- c. length of service
- d. employee's attendance record

e. employee's reasons for prior use of sick leave

Adequate medical evidence of a serious protracted illness constitutes a note from a licensed and practicing physician that states the expected time frame of the illness and that the employee is unable to work due to their illness.

The number of days requested from the bank must be specified at the time of initial request and may not exceed ten (10) work days. Sick days are allotted based on the number of hours the employee consistently works in a day. For example, an employee who works four (4) hours each day and requests ten (10) days of sick time from the Sick Bank shall receive ten (10) four (4) hour sick days or 40 hours of sick time.

Any request for extension of days after the initial request from the bank will be limited to ten (10) work days and reviewed by the Sick Leave Bank Committee using the same criteria stated above. The SLBC may grant this extension in its sole discretion.

In no case shall an employee be eligible for more than a total of six (6) weeks of sick leave from the bank during a six (6) year cycle of employment.

Days may be withdrawn from the Sick Leave Bank only for North River Collaborative employee's personal illness.

The employee's physician and the employee must certify that the employee is expected to return to work.

**Personal Business Leave**

Employees shall be eligible for two (2) paid personal days per fiscal year if they work at least fifteen (15) hours per week on a regular basis. The number of days shall be prorated accordingly. Personal days cannot be carried over to the next fiscal year, have no cash value, and will not be paid out upon termination of employment.

The number of hours for each personal day earned shall be equal to the number of hours typically worked in a day which may be reflected on an employee's work schedule. Summer program and stipend work shall not be used for the above calculation.

All eligible drivers and monitors will have their personal time front-loaded based on the six (6) months of hours paid during the previous period from December 1<sup>st</sup> through May 31<sup>st</sup>. New drivers and monitors are not eligible to use personal time until they have been employed for three (3) months. Personal time for new drivers and monitors will be earned based on their hours worked during the first three (3) months of employment.

Personal days are to be used to attend to personal business which requires absence during school hours.

Personal leave may not be taken either the day before or the day after a school vacation or holiday unless the reason for the request is stated and approved by the Executive Director.

Accrual of personal leave does not guarantee approval of use. Requests for personal leave must be submitted to the employee's supervisor for approval at least two (2) school days in advance of days requested. After the employee's supervisor recommends approval or not, the employee's supervisor will submit this request to the Executive Director for determination/ approval. In cases of emergency, the employee may contact the Program Coordinator less than two (2) days in advance, but not less than one half hour before the work day starts for consideration of the request.

Employees may not use personal time after giving notice of resignation or upon notice of termination unless specifically authorized by the Executive Director.

The Executive Director grants final approval for all personal leave requests and reserves the right to deny personal leave for any reason including not giving adequate notice.

Personal leave for eligible employees will be pro-rated based on the number of hours/days worked as described at the beginning of the Paid Leave section.

### **Bereavement Leave**

All employees that work fifteen (15) hours per week or more on a regular basis shall be entitled to up to three (3) consecutive days of paid leave following the death of an immediate family member (for the purposes of this section: spouse, children, brother, sister, mother, father, or member of the permanent household) or up to two (2) consecutive days of paid leave following the death of an extended family member (for the purposes of this section: grandparents, great grandparents, grandchildren, brother-in-law, sister-in-law, mother-in-law, father-in-law, son-in-law, and daughter-in-law). At the sole discretion of the Executive Director or his/her designee, and upon written request, additional time may be granted. Such additional time shall be deducted from available paid leave (sick, personal, or vacation leave). In the event that the employee has exhausted all available paid leave, additional leave under this section, if granted, will be unpaid.

Employees that work less than fifteen (15) hours per week on a regular basis are not eligible for bereavement leave.

Bereavement leave for eligible employees will be pro-rated based on the number of hours/days worked as described at the beginning of the Paid Leave section.

### **Educational/Professional Leave**

Educational leave of absence with pay, not to exceed three (3) days per fiscal year, may be granted to all NRC full-time employees at the sole discretion of the Executive Director. The purpose of this leave is to enable employees to visit other school programs or to attend professional conferences, trainings and/or meetings, which will improve or develop the staff member's knowledge as related to their current work assignment. Additional absences for professional purposes may be granted with specific authorization of the Executive Director. Educational leave of absence with pay may be granted to part-time employees on a prorated basis based on FTE of employment.

Under this policy, staff members may be reimbursed for the costs of the above stated activities in whole or in part with prior approval from their immediate supervisor and Executive Director.

In order to qualify for reimbursement, the employee must:

- complete the required Professional Day Request Form
- receive prior approval from their immediate supervisor and Executive Director.
- submit documentation showing payment for the workshop/conference
- submit documentation of attendance at the workshop/conference

All professional development funds are pending availability and Board approval each year. Professional development funds are available only to active employees of NRC.

An extended educational leave of absence without pay or increment for up to one year may be granted to full-time employees on a case-by-case basis upon the recommendation of the Executive Director to the Board of Directors (see the section on Extended Leave of Absence-Sabbatical).

### **Leave for Legal Proceedings – Jury Duty**

The Collaborative encourages employees to fulfill their civic obligation by serving jury duty. Employees should inform their supervisor and the Executive Director or his/her designee as soon as they receive their jury summons so proper coverage can be arranged. If an employee is excused from serving on a jury, the employee is expected to report to work.

Employees summoned for jury duty, who are regularly employed, receive their regular wages for the first three days. “Regularly employed” includes all full-time employees, as well as part-time employees. After the first three days, regularly employed employees summoned for jury duty are granted leave in order to serve, which may be paid or unpaid depending upon duration.

All other employees summoned for jury duty will be granted unpaid leave in order to serve.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

Employees are required to provide copies of the subpoena or jury summons, as well as the court issued statement of jury service, in order to receive leave and, in some circumstances, be paid for jury duty.

All questions on this policy should be directed to the Executive Director or his/her designee.

### **UNPAID LEAVE**

#### **Family Medical Leave**

It is the policy of the Collaborative to grant up to 12 weeks of unpaid family medical leave for eligible employees. Eligible employees may take a maximum of 12 weeks family medical leave during any rolling 12-month period measured backward from the date an employee uses any family medical leave. Note that if the Collaborative employs both spouses, the total birth, adoption, and foster care leave to which both will be entitled is 12 weeks in the rolling 12-month period described above. Eligible is defined as follows:

The employee must have worked for the Collaborative for at least 12 months or, in the case of an employee employed on an intermittent or casual basis, 52 weeks, and the employee must have worked at least 1250 hours during the 12-month period immediately before the date when the leave would begin. In some circumstances, employees who do not meet these conditions may still be eligible to take a leave of absence for the purpose of the birth, adoption, or foster care placement of a child (as determined and explained under the Parental Leave Policy).

In order to qualify as family medical leave, under this policy, the employee must be taking the leave for one of the following reasons:

- 1) The birth of a child and in order to care for/bond with that child;
- 2) The placement of a child for adoption or foster care and in order to care for/bond with that child;
- 3) To care for a spouse, child, or parent with a serious health condition; or
- 4) The serious health condition of the employee.

If an employee is absent for a reason which would qualify for family medical leave under this policy, the Collaborative may designate the absence as family medical leave under this policy.

Leave taken under this policy is an unpaid benefit. However, employees must use available accrued vacation leave pay, disability income (if a medical leave), accrued sick leave pay in accordance with the sick leave policy (medical leave), or personal leave time during a FMLA leave, and these benefits and types of available paid leave shall run concurrent with the FMLA leave. During a leave, employees are not eligible for holiday pay and do not



accrue vacation or sick time. If leave is for a reason consistent with the parental leave policy, employees may use paid time but are not required to.

An employee may use accrued sick leave pay and disability income in the event the employee has a certified disability resulting from childbirth and recovery during the period of leave up to twelve weeks.

An employee may use accrued sick leave pay during the period of his/her leave up to ten days for adoption, paternity leave, or placement of a child with an employee pursuant to a court order.

During a family medical leave, the Collaborative will continue the employee's medical insurance on the same basis as if the employee were actively working. The employee must contribute the employee premium each month in advance. If an employee fails to pay the premium within 30 days, the Collaborative reserves the right to cancel the employee's coverage effective back to the date of the last payment. When staff who are on leave of absence return to employment, they will be granted the same benefits and seniority status they had prior to the leave, and they will be reinstated to their former position or an equivalent position.

Unless otherwise approved by the Executive Director, leave taken for birth, adoption, or foster placement must be taken at one time, whereas a medical leave may be taken through either a reduced working schedule or on an intermittent basis if such an arrangement is certified to be medically necessary. When an employee takes leave on a reduced work schedule or intermittent basis, the Collaborative may transfer the employee temporarily to an available alternative position if the alternative position better accommodates the recurring periods of medical leave. Employees taking leave on a reduced schedule or intermittent basis must make an effort to schedule their leave so as not to disrupt the Collaborative's operations.

Staff who wish to extend their FMLA leave beyond 12 weeks should submit requests to the Executive Director, and such requests will be individually considered, but this is not a guarantee and may be denied solely in the discretion of the Executive Director. Employees wishing to extend health insurance benefits past the 12 weeks will be placed on COBRA.

All leave requests must be in writing and submitted for prior approval at least 30 days before the leave is to begin. If the reason for the leave is unforeseeable and the employee cannot give 30 days of notice, the employee must request the leave as soon as practicable. Employees will be required to provide appropriate documentation of the necessity of the leave. Appropriate documentation shall include a fully completed Department of Labor Physician Certification Form by the employee's physician which is sufficient as determined by the Collaborative. The Collaborative may require employees to periodically update the Collaborative on their status and intent to return to work. The employee may be required to undergo a fitness for duty examination when the employee seeks to return to work.

Employees taking a leave of absence due to their own serious health condition may be required to submit a fitness for duty form prior to returning to work. Employees taking family medical leave shall notify the Executive Director at least four (4) weeks prior to his or her scheduled date of return from leave whether he or she intends to return to work.

### **Parental Leave Policy**

In accordance with the Massachusetts Maternity Leave Act and the Massachusetts Parental Leave Act, employees who have completed three (3) months of consecutive service may take eight weeks of unpaid leave for the purpose of giving birth, 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, or for adoption with the employee who is adopting or intending to adopt the child. The following conditions must be met:

- The employee has been employed consecutively for three months as a full-time employee.

- The employee must provide two weeks written notice of the anticipated date of departure and state in writing the intention to return to his or her position.
- The employee must state the anticipated date of return to work.

During this period of leave, no vacation leave is accrued. Health insurance coverage will continue during this leave time as described in this handbook for active employees. Other benefits resume as of the date the employee returns to full-time employment.

An employee returning to work at the completion of the eight-week leave will be restored to his or her previous position or a similar position. An employee who is also eligible for FMLA leave shall be subject to the Collaborative's FMLA policy. To the extent that the employee is eligible for the Parental Leave and Family and Medical Leave pursuant to the FMLA, such leaves run concurrently.

Employees anticipating parental leave, who wish to use unused vacation or personal time during all or part of the leave, may do so, and should submit the request in writing to the Executive Director prior to taking the leave. If the employee has available accrued vacation time, this time will run concurrent with the leave under this Act.

### **Small Necessities Leave**

Under the Small Necessities Leave Act ("SNLA"), employees who have been employed by the Collaborative for at least twelve (12) months, or in the case of an employee employed on an intermittent basis, 52 weeks, and have worked at least 1250 hours for the Collaborative during the previous 12-month period are eligible for twenty-four (24) hours of leave during the rolling 12-month period measured backward from the employee's last use of SNLA leave for the following purposes:

1. 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;
2. To accompany the son or daughter of the employee to routine medical or dental appointments, such as check-ups or vaccinations; or
3. 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.

For purposes of this leave, the term "son or daughter" refers to biological, adopted, foster, or stepchildren, as well as a legal ward or a child of a person standing in loco parentis. The son or daughter must either be under 18 years of age or 18 years of age or older and incapable of self-care because of a mental or physical disability. For purposes of this leave, the term "elderly relative" is defined as an individual of at least sixty (60) years of age who is related by blood or marriage to the employee, including a parent. For purposes of this leave, the term "school" is defined as a public or private elementary or secondary school, a Head Start program, or a children's day care licensed facility.

SNLA leave is unpaid leave, except to the extent that an employee is eligible for paid leave, including, but not limited to, unused personal, vacation, or holiday pay. The Collaborative will designate leave taken for SNLA qualifying reasons as SNLA leave and will deduct that time from employees' twenty-four (24) hour statutory leave entitlement. Leave taken for SNLA qualifying reasons runs concurrently with, and not in addition to, any available paid leave (e.g., personal, vacation time, or holidays).

Employees taking SNLA leave must provide seven (7) days of notice if the reason for the leave is foreseeable and must provide as much notice as practicable if the reason for the leave is unforeseeable. Employees taking SNLA

leave must submit a certification form to their supervisor within three (3) days of the leave. The certification form may be obtained from the Administrative Office.

**Extended Leave of Absence (sabbatical)**

Any full-time professional employees desiring a leave of absence for one school year, shall apply in writing to the Executive Director indicating the reason no later than March 1 of the school year preceding the school year for which the leave is to be taken. The Executive Director will present the leave of absence request with his/her recommendation to the Board of Directors for consideration. Each leave of absence will be determined on a case-by-case basis.

The employee on an extended leave of absence must give written notice on or before March 1 of the leave year of his/her intention to return for the beginning of the next fiscal year. In the event that this notice is not given, the North River Collaborative Board will presume that it is the employee's intention to resign from North River Collaborative. It is further agreed and understood that this leave of absence shall be without pay, increment, and other benefits, including accrual of sick, personal, or vacation time. The employee may have the option of paying full contribution for health insurance benefits.

Any employee requesting a leave of absence from the summer program shall apply in writing to the Executive Director no later than April 1 prior to the summer affected. Leave may be granted by the Board of Directors on an individual case basis with a recommendation from the Executive Director.

**Military Leave**

Eligible employees are granted an unpaid leave of absence for military duty, including National Guard duty and Reserve Training, in accordance with applicable state and federal law. Military leave is defined as "service in the uniformed services," pursuant to state and federal law. Advance notice of military service, where possible, must be submitted to the Executive Director or his/her designee and include the following:

- The desired length of the leave, including the departure date, and if known, the return date;
- Documentation from the military indicating the dates of service; and
- A statement that you intend to return to work at the end of the leave.

Generally, the leave may not exceed five years. The written request for leave must be submitted as soon as possible after the employee receives his or her military orders. If the period of duty is extended during the leave, the employee must notify the Collaborative.

The Collaborative will not discriminate against any employee because of past, current, or future military obligations.

Generally, absence for military training shall not affect the employee's eligibility for applicable benefits normally to be anticipated in the employee's particular position. Any health benefits shall be continued for persons on military leave in accordance with applicable state and federal law.

The Collaborative will pay the difference between the employee's regular pay and the pay which they receive from the state or federal government during the first thirteen (13) work days per school year of the employee's active duty in any unit of the U.S. Reserves or the state National Guard.

**Domestic Violence Leave Policy**

Under the Domestic Violence Leave Act (DVLA), all employees are permitted to take up to fifteen (15) days of unpaid leave per year to address any needs resulting from incidents of "abusive behavior," which includes domestic violence, sexual assault, stalking, and kidnapping. "Domestic violence" includes physical, mental, and

sexual abuse, including threats by persons with specific relationships to the employee or the employee's family member.

Employees must use all vacation leave, personal leave, and sick leave (as allowed by the sick leave policy) available to the employee before becoming eligible for leave under this law.

The employee cannot be the perpetrator of the abusive behavior, and the victim must be the employee, or have one of the following relationships to the employee: spouse, parent or step-parent, child or step-child, sibling, grandparent, grandchild, person with whom the employee cohabitates, or person with whom the employee has a child in common.

An employee may only take this leave to address issues directly related to the abusive behavior, including but not limited to seeking professional treatment, securing housing, and engaging with law enforcement officials.

The employee must give advance notice in writing at least two days in advance, except in cases of imminent danger to the employee or covered family member. In cases of imminent danger, the employee has three (3) work days to notify the Executive Director that the leave was taken or being taken under the DVLA.

North River Collaborative may require documentation as specified by the law before allowing or recognizing time off as leave under this law. For unscheduled absences, the employee has thirty (30) days after the leave terminates to provide required documentation. The employer will keep all documents and information confidential as required by law.

After taking leave under this law, employees have the right to the same or an equivalent position, as well as all accrued benefits, as they existed on the last day before taking leave. Additionally, NRC may not interfere with or retaliate against the employee's valid exercise of the rights.

### **Criminal Victim/Witness Leave**

An employee called to testify at a trial as a criminal victim or witness shall be granted unpaid leave with the ability to use accrued vacation or personal time off to cover the absence if approved consistent with the language in this handbook. Employees must present their managers with a copy of the official subpoena when requesting the leave.

## **SUMMARY OF BENEFITS**

### **Eligibility for Benefits**

Further information about the benefits detailed in this section is available in the Business Office.

NRC employees are entitled to NRC benefits according to eligibility guidelines as stated in this section.

District staff are employees hired by the Collaborative to work with an individual student or to provide services to the district with funds provided by the sending district. District staff are compensated according to the North River Collaborative pay schedules and are entitled to NRC benefits according to eligibility guidelines as stated in this section.

Employees hired by NRC on grant funds are compensated and entitled to benefits in accordance with specifications in the grant.

### **Medical, Dental, and Vision Insurance**

Employees must work twenty (20) hours/week or more to be eligible for Medical, Dental and Vision Insurance.

The employer will pay a portion of the employee premium for health insurance. Please see plan documents for more information.

Open enrollment changes are effective July 1<sup>st</sup>. Changes may be made at any time during the year if an employee has a qualifying change in personal circumstances (i.e., change in employment status of spouse, loss of coverage on existing non-NRC coverage, etc.). Documentation for such a change would include a birth certificate for spouse/child, marriage license, etc. These changes are effective on the date of the event such as the birth date of a child.

Any employee currently enrolled in any North River Collaborative medical, dental, or vision insurance plan who, as a result of a change in work schedule, works less than twenty (20) hours per week on a consistent basis, will become ineligible for insurance coverage and will be dropped from NRC insurance coverage at the end of the month within which the change occurs.

Employees covered by any North River Collaborative medical, dental, or vision insurance plan who leave NRC's employment will be covered by the existing insurance plan until the last day of the month of employment at the same premium contribution rate.

At the end of the month, unless the employee has applied for continued coverage through the COBRA provision, all insurance will be terminated and any funds withheld from previous earnings for anticipated premium coverage will be refunded to the employee. Taxes will be withheld from this refund, as these funds will no longer be tax-exempt.

Exceptions to this policy may be made if the NRC employee becomes an employee of a member school district.

### **Section 125 – Pre-Tax Premium Payment**

A Section 125 plan has been established for employees who wish to participate. This allows employees to pay medical, dental, and vision insurance premiums with pre-tax dollars.

### **Long-Term Disability and Term Life Insurance**

All permanent employees who work twenty (20) hours per week or more are eligible to enroll in a Disability Insurance and/or Term Life Insurance Plan. An eligible employee may enroll in either of these plans at the first of the month following employment as provided below without providing Evidence of Insurability.

Long-Term Disability Insurance Plan – This policy provides 60% of an employee's salary if he/she becomes disabled (after 90 days of disability). Employees pay 100% of the premium.

Term Life Insurance – This policy provides \$10,000.00 term life insurance. North River Collaborative pays 50% of the monthly premium.

If an employee wishes to enroll in either of these insurance plans at any other time during his/her employment with North River Collaborative, Evidence of Insurability will be required before they may enroll. Evidence of Insurability will be at the employee's expense and there may be a delay in the effective date of insurance. If an eligible employee decides to withdraw from either insurance plan, he/she may not be able to re-enroll at a later date.

### **Workers' Compensation**

All Collaborative employees are covered by the provisions of the Workmen's Compensation Act, General Law, C. 152. For further information, see the section in this handbook on Personal Injury/Accidents.

**Employee Assistance Program**

North River Collaborative, as a member organization of the Massachusetts Education and Government Association Workers' Compensation Group, Inc. (MEGA), participates in the MEGA's Employee Assistance Program (EAP). All employees are eligible. The EAP is a pre-paid benefit that provides confidential access to short-term counseling services and referral services for help in confronting such personal problems as alcohol and other substance abuse, marital and family difficulties, financial difficulties or legal troubles, and emotional distress. The EAP is strictly confidential and is designed to safeguard employee privacy and rights. Information given to an EAP counselor may be only be released if requested by the employee in writing. Personal information concerning employee participation in the EAP is maintained in a confidential manner. No information related to an employee's participation in the program is entered into the personnel file. There is no cost for employees to consult with an EAP counselor. Employees can reach an EAP counselor by calling toll free at 1-800-666-5327. Brochures with additional information are available in the Administrative Office at 198 Spring Street in Rockland, MA.

**Liability Insurance**

Liability insurance coverage is provided for all staff in the event of civil proceedings brought against a teacher(s) and/or staff member(s) for negligent or non-intentional wrongful acts committed while the employee was working within the scope of his/her employment as set forth in the policy of insurance. NRC will not provide liability coverage in cases of malicious and wanton violation of an individual's civil rights.

**COBRA**

Under the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 (PL 99-272 "COBRA"), all Collaborative employees hired after March 31, 1986 must pay 1.45% of their wages as the Medicare portion of the Social Security benefit to the Internal Revenue Service. This has nothing to do with whether or not an employee takes health insurance.

COBRA further requires employers to provide all employees who are terminated with the exception of gross misconduct, or who leave their employment voluntarily, the right to continue to obtain health insurance from the Collaborative for up to eighteen (18) months after termination. Employees electing continuation of health insurance pursuant under COBRA, and/or their qualified beneficiaries, have to pay 102% of the insurance premium.

For more information on COBRA and continuation of health insurance, please contact the Business Office.

**Taxes**

State and federal withholding taxes will be deducted unless one is employed as a "Contracted Service Provider." Contracted Service Providers earning greater than \$600.00 per year, will be issued a 1099 Form and will be responsible for their own taxes.

All employees must have a current W-4 on file.

**Retirement**

Any Department of Education licensed employee working half time or greater per week in a job requiring licensure is mandated to enroll in the Massachusetts Teacher's Retirement Plan. Employees working half time or greater per week who are not in Teachers' Retirement are enrolled in the State Retirement Plan. All other employees are mandated to enroll in the Commonwealth of Massachusetts Deferred Compensation Plan (OBRA.)

Retirement contributions are deducted from gross pay each pay period at a percent determined by the Retirement Board on an individual case basis. Funds can be withdrawn only upon retirement or resignation from NRC after completing the necessary written documentation to do so.

Any employee who is not eligible to enroll in either the Massachusetts Teacher's Retirement Plan (must work half time or greater) or the State Retirement Plan (must work half time or greater) must participate in the Commonwealth of Massachusetts Deferred Compensation Plan ("Plan"). The Plan is an alternative to Social Security coverage as permitted by the federal Omnibus Budget Reconciliation Act of 1990 (OBRA). By virtue of participating in the Plan an NRC employee, as an OBRA employee, are not subject to tax under the Old Age, Survivors and Disability Income portion of FICA (the Federal Insurance Contributions Act) but will be subject to the Medical Insurance portion of FICA. The mandatory OBRA contribution of 7.5% is federal and state tax deferred. Those employees who have retired from a Massachusetts State Retirement System or have previous service in any Massachusetts State Retirement System, please see the Business Office.

### **Post-Retirement Employment**

Post-retirement limitations are governed by M.G.L. chapter 32 section 91(b), which states that public retirees who return to public employment with any governmental entity in Massachusetts cannot exceed service in excess of 960 hours in a calendar year, nor can any compensation in a calendar year from a city, town, the Commonwealth, or any of its subdivisions, when added to his/her retirement allowance exceed the salary currently being paid for the position from which he/she retired. If a retiree has been retired for more than twelve (12) months such retiree may earn an additional \$15,000 in each calendar year following such 12-month period. No such retiree is allowed to work for a public employer for more than 960 hours during any one calendar year.

### **Tax Sheltered Annuities-403B**

A 403(b) is a retirement plan available to employees of non-profit, tax-exempt organizations, including educational institutions. Employees can invest in mutual funds, variable annuities, and fixed annuities. Employees interested in participating can contact the Business Office to set up an account.

## **REIMBURSEMENT/EXPENSES/PROPERTY**

### **Mileage Reimbursement**

When in the course of his/her workday it is necessary for an employee to drive his/her private automobile for work-related duties necessary for the completion of the employee's job assignment, a transportation reimbursement at the current rate approved by the Executive Director, will be provided except in cases of hourly contracted services personnel. This reimbursement rate will be reviewed annually by the Business Manager and Executive Director. Staff are not reimbursed the distance between home and worksite or the mileage in excess of the normal commute. For example, during a regularly scheduled workweek, an employee's normal commute mileage to work is fifteen (15) miles one way or thirty (30) miles round trip. If that employee drives twenty (20) miles from home to attend an off-campus meeting and then another twenty (20) miles back home or to work (totaling a 40 mile round trip), the employee may be reimbursed for the ten (10) miles in excess of the normal commute (40 – 30 miles). Written examples to aid in making this calculation are made available upon request. If there is a dispute as to the mileage incurred, the Google Maps calculation will be used, and the shortest travel route will be used for the purposes of mileage calculation.

No employee shall transport a student in his/her own vehicle without prior written approval of the Executive Director and written permission of the parent/guardian of the student. In all such cases where an NRC employee transports a student in his/her own vehicle, the employee's personal insurance will be assessed for a claim before the NRC's insurance company.

Employees must submit Travel Reimbursement Forms no later than 30 days after the end of the month in which the travel occurred to be eligible for reimbursement. Travel Reimbursement Forms submitted after the 30-day deadline will not be reimbursed.

### **Course Reimbursement**

All North River Collaborative staff who have been employed by NRC for at least one year are eligible for course reimbursement (including tuition and fees) up to a maximum equal to the average cost of one course as if it had been taken at the University of Massachusetts at Boston and Bridgewater State University per eligible employee per year for educational courses taken at an accredited college or university that are related to the services offered by the Collaborative. Accredited colleges and universities are those approved by the New England Association of Colleges and Secondary Schools or by corresponding accrediting associations in other states. The Executive Director shall only approve the courses that in his/her discretion are appropriate for reimbursement. Typically, this shall mean that courses contribute to the quality of knowledge in the subject area or teaching skill for which the staff member was hired. The maximum amount to be spent by the Collaborative for course reimbursement in any one fiscal year shall be \$5,000.00. Any course reimbursement monies not reserved for use by March 1<sup>st</sup> of any fiscal year, may be used for purposes of professional development. The Board's approval of granting course reimbursement request in accordance with this policy shall be subject to the annual appropriation and availability of sufficient funds.

Course reimbursement may only be awarded to employees who satisfactorily complete coursework with a grade of B or higher or a passing grade in a pass/fail system. NRC has an annual cap on course reimbursement as dictated by the approved budget; therefore, staff are encouraged to notify the Executive Director of intent to enroll in coursework and complete the required Course Reimbursement Form prior to taking the course to ensure that the yearly cap has not already been reached. Reimbursement will be on a first-come-first-serve basis.

In order to qualify for reimbursement, the employee must:

- complete the required Tuition Reimbursement Request Form
- receive prior approval from their immediate supervisor and Executive Director.
- submit documentation showing payment for the course
- submit a transcript or other documentation of completion of the course with a grade of B or above or a passing grade in a pass/fail system.

### **Cellular Phone Use Reimbursement**

North River Collaborative provides cellular phones and services to certain employees who may travel frequently and/or who direct contact for business may be a required part of an employee's duties and necessary to communicate during and after normal business hours because the use of a land-line telephone is inefficient or not always readily available.

NRC recognizes that rather than carry multiple cell phones, employees who are required to carry a cell phone provided by NRC, may, with permission from the Executive Director, use their cell phone for personal use instead. The Business Manager, with final approval of the Executive Director, will annually set a reimbursement stipend rate for those employees who are required to carry a cell phone but instead use their personal cell phone as a part of their job at NRC. This monthly stipend rate will be afforded to eligible employees as a subsidy for the incremental cost of business use of their personal cell phones. This reimbursement stipend shall not be more than \$50 per month.

Employees should keep personal calls during work hours to a minimum and they should not interfere with the employee's work.

Employees should note that it is illegal to text on a cell phone while operating a vehicle.

This policy is subject to change in order to comply with any updates the Internal Revenue Service is contemplating regarding the taxability of cellular telephones.



### **Agency Vehicle Use**

Only students and employees of NRC and students for whom NRC is providing contracted transportation may be transported in NRC vehicles. Approved program volunteers/interns or personnel from school districts or state agencies may be transported in NRC vehicles only with prior approval from the Executive Director. No other persons should be transported in NRC vehicles.

North River Collaborative's Transportation Policies and Procedures Handbook and all motor vehicle laws must be followed at all times when using a North River Collaborative vehicle. Students must not be left unattended in a vehicle.

### **Travel Expenses**

The North River Collaborative may reimburse employees for necessary and reasonable travel expenses to overnight conferences and meetings incurred for authorized and approved Collaborative business. Pre-travel approval from the Executive Director or his/her designee is required before taking a business trip overnight. Eligible reimbursement expenses include, but are not limited to, lodging, meals, and airfare. Valid receipts are required for reimbursement of travel expenses. A valid receipt is an acknowledgement from the vendor that they have been paid. Employees must submit travel expense receipts no later than 30 days after the end of the month in which the travel occurred to be eligible for travel expense reimbursement. Receipts submitted after the 30-day deadline will not be reimbursed.

### **Unallowable Costs**

North River Collaborative (NRC) provides the following guidance to assist staff and decision makers in determining appropriate expenditures. The following is a list of unallowable costs through the use of NRC funds:

1. Goods and services not generally paid for or customary to NRC, without the prior approval of the Board of Directors
2. Goods and services not consistent with NRC mission and purpose
3. Flowers or similar for employee bereavement or death
4. Cash donations to another entity or individual
5. Massachusetts sales tax on goods, unless minor in nature (*NRC will not reimburse employees for sales tax on purchases that exceed \$25.00*)
6. Lobbying not allowable by the Commonwealth of Massachusetts
7. Entertainment incurred for the benefit of employees, advisory groups, or related parties, including tickets to shows or sports events (*reasonable costs of meals, lodging, rentals and transportation for an NRC employee attending a seminar or training requiring an overnight stay is allowable*)
8. Goods or services for personal use of employees
9. Membership fee in any country club or social or dining club or organization
10. Airfare in excess of the customary standard commercial airfare (coach or equivalent) unless such airfare was not available in a specific case
11. Foreign travel, unless approved by the Board of Directors
12. Alcoholic beverages
13. Gambling
14. Other illegal items or services

### **Proprietary Materials**

An employee of NRC acknowledges that if during his/her workday he/she works on the development of material which becomes a marketable product, copyrightable material, or any other product available for sale or lease, such material is the property of North River Collaborative and all revenues from such sales belong to North River Collaborative and cannot be duplicated.

## **NRC Property**

Employees are responsible for all NRC property, materials, or written information issued to them or in their possession or control. When using property of NRC, employees are expected to exercise care, ensure required maintenance, and follow all operating instructions, safety standards, and guidelines. The improper, careless, negligent, destructive, or unsafe use or operation of equipment can result in disciplinary action up to and including termination of employment.

All NRC property must be returned by employees on or before their last day of work.

Desks, lockers, and other storage devices may be provided for the convenience of employees but remains the sole property of NRC. Accordingly, they, as well as any articles found within them, can be inspected by any agent or representative of NRC at any time, either with or without prior notice.

## **Donations**

North River Collaborative is a 501(c) (3) non-profit organization and can accept donations of money, equipment, supplies, services, or gifts in-kind with the approval of the Executive Director or designee. Acceptance and use of such donations shall follow all applicable and state and federal tax and disclosure laws.

Any donations of technology equipment must be reviewed and approved by the NRC Technology Coordinator prior to being accepted.

Prior to the spending, all donations of money (cash, checks, money orders, etc.) must be turned in to the Business Office, be properly recorded, and deposited to an appropriate account. All funds donated, whether intended by the donor for a specific purpose or not, will be handled as a separate account and expended by the Executive Director on behalf of the Board as provided by law. These funds can be accessed with the approval of the Program Coordinator and/or other appropriate staff member (Executive Director, Asst. Executive Director, Business Manager, etc.).

## **SEPARATION OF SERVICE**

Termination of employment is an inevitable part of personnel activity within any organization and many of the reasons for termination are routine. Since employment with NRC is based on mutual consent, both the employee and NRC have the right to terminate employment at will, with or without cause, at any time.

Examples of some of the most common circumstances under which employment is terminated are for: termination for cause, resignation, retirement, discharge, non-renewal, layoff, and job abandonment.

### **Employment Termination not for Cause**

All employees at the Collaborative are considered to be employed at-will, unless they work under a contract that provides otherwise, meaning their employment can be terminated at any time for any lawful reason. This can include termination not for cause or non-renewal of employment.

### **Employment Termination for Cause**

Employees may be terminated for cause (such as performance, misconduct, etc.) either with or without notice.

### **Employee Resignation**

Resignation is a voluntary act initiated by the employee to terminate employment with NRC. Employees intending to resign should notify the Executive Director, in writing, at least thirty (30) days prior to the date said resignation is to take effect. Administrators should notify the Executive Director, in writing, at least sixty (60) days prior to the date said resignation is to take effect.

Classroom-based employees should not resign without due notice to the Administration to allow for a reasonable time prior to the summer months for the hiring of a replacement and, whenever possible, the employee's notification of resignation in any one fiscal year should be filed before February 1<sup>st</sup> of the year in which the resignation is to take effect.

Failure to provide proper notification for resignation as stated above will result in ineligibility for re-employment.

Employees who resign mid-year are paid according to the number of days worked in the fiscal year. Tabulation of the days worked will be done by the Administration and an accounting of this rendered to the employee.

### **Employee Retirement**

Employees intending to retire shall notify the Executive Director, in writing, at least ninety (90) days prior to the date said retirement is to take effect. Administrators shall notify the Executive Director, in writing, at least ninety (90) days prior to the date said retirement is to take effect.

All employees who work half time or greater participate in either Teacher's Retirement or the State Retirement System.

### **Job Abandonment**

The North River Collaborative expects employees to report for work on time for every scheduled shift. An employee who is unable to report to work at the designated time is required to notify his or her supervisor as soon as practicable but no later than the employee's scheduled start time in accordance with the sick leave policy. Employees who fail to report to work for three (3) consecutive business days without notifying the company of the absence will be considered as having voluntarily resigned due to job abandonment.

If the employee is unable to contact the company for any absence, he or she should ask a representative (such as a family member or friend) to do so on the employee's behalf. If the employee or a representative is unable to contact the North River Collaborative due to extreme circumstances (such as a medical emergency or natural disaster that prohibits the employee or his or her representative from contacting the company within three days), the employee or his or her representative must contact the company as soon as practicable to explain the situation. In extreme circumstances, the employer will consider the explanation and its timing before determining if the voluntary resignation will be upheld.

### **Health Insurance for Retirees**

The North River Collaborative Board of Directors has established a Trust Fund to offer a Retirees' Health Insurance Plan for employees. Eligible employees are those who have had ten (10) consecutive years of service to NRC immediately prior to the respective retiree's date of retirement, who were enrolled in a NRC health insurance plan for one full year immediately prior to his or her date of retirement, and who are eligible for and receiving a retirement allowance in accordance with the provisions of M.G.L. c. 32.

Eligible retirees must give written notice to the Executive Director no less than three (3) months prior to the effective date of their retirement of their desire to continue in the group life, health, and/or dental insurance plan(s) offered through the Collaborative to eligible retirees. At that point, the employee will be provided with the necessary paperwork to enroll for coverage as a retired employee.

Retirees may opt for either HMO or if over 65, MEDEX.

Retirees may choose either the individual or family plan; however, NRC's contribution toward the cost of a retiree's health insurance will be based only on an individual plan. NRC's contribution will be consistent with the percentage offered to active employees.

In the event of a retiree's death, NRC will continue to offer individual or family health insurance to his/her spouse; however, NRC will no longer contribute toward the cost of the health insurance.

The retiree and spouse shall be entitled to continued participation in the health insurance plan until Medicare eligible (typically 65).

Upon reaching Medicare eligibility, NRC will offer continued health insurance through a supplemental health insurance plan to the retiree, at the same % as active employees, provided the retiree enrolls and remains enrolled in Medicare Part A and B, at the retiree's own cost.

Upon reaching Medicare eligibility, NRC will offer continued health insurance, through a supplemental health insurance plan to the retiree's spouse, at their own cost, provided the retiree's spouse enrolls and remains enrolled in Medicare Part A and B, at their own cost.

NRC's contribution to the premium shall be taken from the Health Insurance Trust Fund.

## **MISCELLANEOUS**

### **North River Collaborative Policy on Service Animals in its Programs**

The North River Collaborative (NRC) does not permit discrimination against individuals with disabilities, including those who require the assistance of a service animal. The NRC will comply with Massachusetts law concerning the rights of persons with guide or assistance dogs and with federal law and will permit such animals on school premises and on school transportation.

The North River Collaborative acknowledges its responsibility to permit students and/or adults with disabilities to be accompanied by a "service animal" in its buildings, in classrooms, and at school functions, as required by the Title II of the Americans with Disabilities Act and its implementing regulations found at 28 CFR Part 35.

For purposes of this policy, a "service animal includes any dog that has been individually trained to do the work or perform tasks for the benefit of an individual with a disability". The regulations further state that "a public entity shall make reasonable modifications in policies, practices, or procedures to permit the use of a miniature horse by an individual with a disability if the horse has been individually trained to do work or perform tasks for the benefit of the individual with the disability". Service animals perform some of the functions and tasks that individuals with disabilities cannot perform themselves. Service animals are not pets.

No animal shall be brought to school without prior permission of the Superintendent and Program Coordinator/Designee.

1. The animal must be "required" by the individual with a disability.  
The animal must be "individually trained" to do work or a task for the individual with a disability.  
The task performed by the service animal must address one of the following needs for the disabled individual: physical, sensory, psychiatric, intellectual and other mental disability.
2. For students on an IEP or 504 plan, if a request is made to allow the student to have a service animal at school or at a school-sponsored function, the IEP or 504 Team will consider the request, and whether it can provide services and/or accommodations that would serve the stated purpose of the service animal. If the Team determines that it can meet the student's needs and proposes alternative accommodations and/or services, then the request for the service animal will not be added to the IEP or 504 Plan.

3. The North River Collaborative is responsible for providing a safe learning environment for students, teacher and staff. If the presence of a service animal poses a health or safety risk to another member of the school community, as documented by a physician, the school will weigh the needs of all parties and will put forth a plan to provide reasonable accommodations.
4. Only a dog or a miniature horse may qualify as a service animal pursuant to Title II of the ADA. No other species of animal, whether wild or domestic, will be permitted in schools as a “service animal”.
5. Owners of a service animal must provide annual proof that the animal is up to date on all of its required vaccinations.
6. All service animals must be spayed or neutered.
7. All service animals must be treated for and kept free of fleas and ticks.
8. All service animals must be kept clean and groomed to avoid shedding and dander.
9. A service animal must have a harness, leash, or other tether, unless either the handler is unable because of a disability to use a harness, leash, or other tether, or the use of a harness, leash, or other tether would interfere with the service animal’s safe, effective performance of work or tasks, in which case the service animal must be otherwise under the handler’s control.
10. Owners of service animals are liable for any harm or injury caused by the animal to other students, staff, visitors, and/or property. The student’s parent or legal guardian will be required to sign a waiver of liability prior to the service animal coming to the school or to the school sponsor’s activity.
11. Removal of a Service Animal: A school administrator may ask an individual with a disability or his parents to remove a service animal from a school building, a classroom, or from a school function if any one of the following circumstances occurs:
  - a. The animal is out of control and the animal’s handler does not take effective action to control it.
  - b. The animal is not housebroken.
  - c. The animal’s presence would “fundamentally alter” the nature of the service, program, or activity.
12. The North River Collaborative is not responsible for the care or supervision of a service animal, including walking the animal or responding to the animal’s need to relieve itself.
  - a. The school district is not responsible for providing a staff member to walk the service animal or to provide any other care or assistance to the animal.
  - b. Students with service animals are expected to care and supervise their animal. In the case of a young child or a student with disabilities who is unable to care for or supervise his service animal, the parent is responsible for providing care and supervision of the animal. Issues related to the care and supervision of service animals will be addressed on a case-by-case basis in the discretion of the building administrator.

The Executive Director of the North River Collaborative or designee shall be responsible for developing procedures to accommodate a student’s use of an assistance animal in school facilities and on school transportation vehicles.