

C A P S
EDUCATION COLLABORATIVE

-- Programs & Services for Children --

EMPLOYEE HANDBOOK

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Introduction

This handbook has been designed to enable you to become better acquainted with CAPS Education Collaborative and its personnel policies that affect you and your work.

This employee handbook sets forth some of the policies, procedures and benefits currently in effect at CAPS Collaborative. Personnel policies and benefits, by their nature, are constantly subject to review as they are affected by changes in the discretion of CAPS Collaborative. CAPS Collaborative, therefore, reserves the right to change provisions of this handbook with or without notice to employees. This handbook is merely to provide guidance to employees and is not to be construed as enforceable obligations on the part of CAPS Collaborative. The handbook does not constitute a contract, and as stated below, employment at CAPS is on an at-will basis. As such, either CAPS or you may terminate the employment relationship at any time and for any reason.

Please read the handbook and keep it as a reference for questions about policies or procedures that may arise throughout your employment. If there is any question about a policy or procedure, please check with your supervisor to clarify CAPS Collaborative's policy as it pertains to your situation.

CAPS Education Collaborative History

CAPS Education Collaborative was established in 1975 to create programs and provide services for children with a wide range of special educational needs. Since then, CAPS Collaborative classes have become an integral part of the local public schools. Each CAPS Collaborative program is distinctly designed to aid students who range in age from three years to twenty-two years old. Every CAPS Collaborative student's unique personality, strengths and needs are carefully studied by a team of experienced professionals. These teams along with parents work to create classes where students have compatible skills, learning needs and styles, and behavior.

CAPS Collaborative provides multi-disciplinary programming. Therapeutic services are integrated into the curriculum and daily program. Students requiring medical attention are monitored by the nursing staff. Family and home centered skills training may be provided for individual students. Students with low incidence special needs are placed in Collaborative classes. They receive instruction, treatment and carefully planned and supervised activities.

CAPS Collaborative staff represents the disciplines of special education, clinical psychology, speech pathology, and the allied health professions. CAPS Collaborative staff are respected for their caring and sensitivity as well as their expertise.

Employment Policies and Procedures

Employment At Will

CAPS Education Collaborative is an employment-at-will employer. Nothing in this handbook is intended to create or imply a contract or guarantee of employment with CAPS Collaborative for any specific period of time. Just as an employee is free to change employment affiliation, we reserve the right to discontinue the employment relationship between CAPS Collaborative and an individual at any time with or without cause.

Although each employee of CAPS Collaborative is required to sign a letter of employment for the current school year, the letter of employment is not intended to create or imply a contract or guarantee of employment with CAPS Collaborative for any specific period of time. Circumstances including but not limited to a decreased number of students may dictate an earlier termination. The CAPS Collaborative Board of Directors retains the right to determine the number of positions which are needed at any time, including during any given school year, and the right to determine the employees to be terminated. All new employees are subject to a 30 day trial period. New employees should also pay particular attention to the Sick Leave provisions for new employees on page 10 of this handbook, as well as the Reassignments and Transfers section on page 18.

From time to time it may be necessary for CAPS Collaborative to enter into a contract with certain employees. In such a situation, the contract will govern the terms of that employee's employment. This Handbook will govern all issues not specifically addressed in the contract. All other employees are employees-at-will as defined above.

Criminal Offender Record Information (CORI)

CAPS Collaborative requires all new employees 18 years and older to undergo a Criminal Offender Record Information (CORI) check. CAPS Collaborative reserves the right to perform additional CORI checks of its employees at any time during the employee's term of employment. CAPS employees in public school programs will also undergo CORI checks in accordance with the host district's policy and procedures. All CAPS employees are subject to the CORI policy that is included in the CAPS Policy Manual. All interns and volunteers are also subject to the CORI Policy and will undergo a CORI check before working with students.

Job Posting

It is the policy of CAPS Collaborative to provide all its employees with the opportunity for advancement and, whenever possible, promote from within. CAPS Collaborative will announce all new employment openings to all current employees before considering external candidates. All openings for summer programs and for positions within programs shall be adequately publicized by the Executive Director as early as possible. Such openings will, to the extent possible, be filled first by regularly appointed staff in the Collaborative.

Immigration Policy

CAPS Collaborative is in compliance with the Immigration Reform and Control Act of 1986, which requires that every newly hired employee complete an I-9 form and verify his/her identity

and eligibility to work in the United States. As a condition of employment, each new employee must properly complete, sign, and date the first section of the Immigration and Naturalization service form I-9 within 3 business days of beginning work. If acceptable documentation is not presented within this time period, employment may be terminated. The Executive Director or his/her designee will verify this documentation, and sign and date the I-9 form.

Employee Definitions

Full-time

Employees are considered a full-time if they work 20 or more hours per week and may work either 10 or 12 months per year, depending on the requirements of the position. Full-time employees are eligible for all the benefits offered by CAPS Collaborative, so long as he or she meets the applicable requirements (e.g., employment at CAPS for a certain length of time).

Part-time

If you normally work less than 20 hours per week you are considered a part-time employee. Part-time employees are not eligible for all benefits and may receive some benefits on a proportional basis, as stated herein.

Temporary

Temporary employees are those hired directly by CAPS Collaborative to perform a specific job for a relatively short period of time. Temporary employees are not eligible for benefits, but are subject to all other policies as stated herein including the CORI policy.

Status

Positions are determined to be exempt or non-exempt based on job responsibility and in accordance with the Fair Labor Standards Act (FLSA).

Exempt: Employees excluded from the FLSA provisions. These include salaried professionals whose professional responsibilities may include working extra hours.

Non-exempt: Employees who work more than 40 hours a week and are eligible for overtime under the FLSA. All overtime work must be approved by your Program Coordinator/Supervisor and the Executive Director.

Para-Professionals

An educational Para-professional, for purposes of employment at CAPS Collaborative, is someone hired to perform certain functions and/or having certain skills, training or expertise as determined by the CAPS Executive Director to be needed to effectively provide services to children.

A licensed Para-professional is someone hired who is licensed by Massachusetts Division of Professional Licensure and employed to perform a job within the scope of his or her training

(examples are physical therapy assistant (PTA), certified occupational therapy assistant (COTA), or licensed practical nurse (LPN). This list is not all-inclusive.)

Teacher Assistants

An “instructional assistant” or sometimes called a “teacher assistant” is any person who is employed with “subprofessional teaching duties” under the direction of a teacher. Massachusetts law does not require such persons to be certified. A teacher assistant assists the teacher in such activities as (1) small group instruction; (2) individual tutoring; or (3) supervising students in classroom and non-classroom activities such as recess.

Compensation

Compensation Philosophy

CAPS Collaborative has instituted the practices below to assist the Board of Directors in meeting its goal of offering compensation at the school that is fair, equitable and competitive.

Teachers, Therapists, and Specialists

To ensure equity, years of experience and education level are the foundation of the determination of annual salary. Teachers, Therapists and Specialists may receive a salary increase with each year of teaching experience and upon completion of educational credit or degree program. Teachers, therapists and specialists should notify the Director of their completion of educational credit or degree program so that they may be eligible for a salary increase. Annual salary increases will be determined by the Board of Directors.

Licensed Paraprofessional Salary

The initial starting wage for licensed paraprofessionals will be determined by documented education, related work and/ volunteer experience. Annual salary increases will be determined by the Board of Directors.

Teacher Assistant Salary

The initial starting wage will be determined by documented education, related work and/or volunteer experience. Annual salary increases will be determined by the Board of Directors.

Pay Procedures

CAPS Collaborative has twenty-two (22) pay periods on a two (2) week cycle from September through June.

Property Reimbursement

CAPS Collaborative may reimburse employees up to a reasonable estimate of the price of an item for any clothing or other personal property damaged or destroyed in the course of employment due to assault and battery, faulty equipment or vandalism. An incident report documenting the date, time, and nature of damage must be filed with the employee’s supervisor within 24 hours of the incident.

Travel Reimbursement

CAPS Collaborative employees may be reimbursed at the Board-approved rate per mile for use of a personal vehicle in the course of their employment duties. Prior approval by a supervisor and the Executive Director is necessary. Mileage and reimbursement forms are available in the office. Reports must be filed monthly.

Overtime

Non-exempt employees

All non-exempt employees will be paid overtime for work performed over 40 hours per workweek as determined by the Fair Labor Standards Act (FLSA), a federal law that governs when overtime is paid to non-exempt employees. All overtime work must be approved or authorized by the Director prior to an employee working such overtime hours. Unauthorized overtime work may result in disciplinary action up to and including termination.

Exempt Employees

Certain employees are exempt from overtime provisions of the FLSA if the employee's duties, responsibilities, and salary meet the requirements of the FLSA. Therefore, exempt employees are excluded from the overtime provisions of the FLSA and do not receive overtime pay. Such employees are responsible for working the hours as necessary to meet their professional responsibilities.

Time/Attendance Sheets

All employees are legally required to fill out a time/attendance sheet. These are to be filled out on a weekly basis and submitted to the appropriate Program Coordinator/Supervisor for approval.

Each employee is responsible for filling out his or her time sheet.

Payroll Direct Deposit

Direct Deposit is available to all full or part time CAPS Collaborative regular school-year employees through the bank(s) of his or her choice.

Stipends

Longevity Stipend

A stipend will be paid to full time employees at a rate annually determined by the Board of Directors.

Head Teacher

Stipends are based upon the number of students enrolled in each program and the responsibility involved with the nature of the stipend. The payment of stipends will be determined by the Executive Director in consultation with the Board of Directors.

Length of Service

Length of Service is defined as continuous employment by an individual in a CAPS Collaborative program from the date of a person's most recent hiring. Continuous employment includes any leave of absence approved by the Director.

Wage Garnishment

There are federal and state laws that require an employer to recognize and execute a creditor's legal claim against an employee's wages for non-payment of debt. CAPS Collaborative will comply with all such orders issued by a federal or state court.

Teacher Substitutes

Teacher Substitutes will be paid at a pre-determined daily rate for the particular school year. Teacher Assistants substituting in the absence of a teacher may be eligible for a teacher differential at the approved rate in addition to their hourly rate, if pre-approved by the Program Coordinator/Supervisor.

Job Description

Positions with CAPS Collaborative are defined by the job description provided to you. It may be necessary, from time to time, to re-evaluate and alter a job description. Should such changes be required, CAPS Collaborative will provide reasonable notice to the extent practicable. CAPS Collaborative reserves the right to determine if such changes will be temporary or permanent and whether financial compensation will be appropriate.

Reimbursable Expenses

Prior approval by a Program Coordinator/Supervisor is necessary for all reimbursable expenses. With approval, employees may be reimbursed for their work-related purchases less any tax paid. Receipts for approved purchases must be submitted within one month of the date of purchase.

Attendance and Leave

Attendance

Regular and punctual attendance is expected of all CAPS Collaborative employees especially those employees having responsibility for children's safety. CAPS Collaborative employees are expected to be available for staff meetings to be organized by each Program Coordinator/Supervisor. CAPS Collaborative employees should be aware that these meetings may be scheduled during or after school hours.

No Call, No Show

Any employee who fails to provide notice to his or her supervisor that he or she will be absent from work and fails to provide such notice for a period of three (3) consecutive workdays will be deemed to have abandoned his or her position at the School, may be terminated, and may not be eligible for re-hire.

Sick Leave

CAPS Collaborative grants the equivalent of twelve (12) sick days each school year to all full-time employees. Calendar year employees will have sick days according to their individual contracts. The number of sick days credited to a person is turned into hours. For example, an employee whose regular work day is 6.5 hrs. and works full time would have 78 hours sick time per school year (12 days x 6.5 hrs. = 78 hrs. sick time). When sick and personal leave is used it will be on an hour-for-hour basis.

Sick time may be used if you are unable to work because of illness or injury; incapacity due to pregnancy or childbirth; for medical and dental appointments; and family illness (at the discretion of the Program Coordinator/Supervisor and the Executive Director). Sick time may also be used for bereavement leave in excess of three days or for a death not covered under the bereavement leave section in this Handbook. Prior approval of the Program Coordinator/Supervisor is necessary.

Sick leave unused as of June 30th shall be carried forward and added to the allowance for the new fiscal year (July 1st). Only 120 days may be carried over to the next school year.

New full time employees shall be granted only two (2) sick days for each of the first three months of employment. At the beginning of the fourth month new employees shall be granted the remaining balance of sick days including any unused sick days accumulated in the first three months of employment for a total of 12 sick days for the school year.

Sick leave shall be prorated for employees who work over 20 hours but work less than a full FTE for their assigned position. Sick/personal days have no cash value when an employee's employment with CAPS Collaborative terminates. Extensions, with or without pay, beyond stated sick leave may be granted in exceptional circumstances at the discretion of the Executive Director.

After serious illness, accident, or operation, employees must present a written statement of fitness from his or her physician before returning to work. Employees absent for five (5) consecutive days may be required to present a physician's note confirming illness.

If an employee is going to take sick leave for any other reason, he or she must notify the Program Coordinator/Supervisor. The Program Coordinator/Supervisor must be notified the evening before such an absence occurs; at the latest, the Supervisor should be notified by 7 a.m. on the day of absence. Employees working in a public school setting must also notify the appropriate contact for the district if this practice is expected by the public school district's procedures. Employees not notifying their Program Coordinator/Supervisor may, at the discretion of the

Executive Director, be subject to the loss of a day's pay. CAPS reserves the right to require satisfactory justification of sick leave for medical reasons.

Employees who exceed their allotted sick/personal time may be subject to disciplinary action including suspension or termination.

Personal Leave

School year employees shall be entitled to request up to three (3) days leave with pay. Calendar year employees shall be entitled to request up to four (4) days of leave with pay. Personal leave is converted into hours in the same way as sick leave. When personal leave is used it will be on an hour-for-hour basis the same as sick leave.

Applications for this leave must be made in writing to the employee's supervisor at least twenty-four (24) hours before taking such leave, except in cases of emergencies.

Any personal days not used by an employee in the fiscal year that they are earned will be credited to the employee's sick leave balance.

So that the educational program is not disrupted, days for personal leave are not permitted except in extraordinary circumstances during the two days immediately prior to the beginning of school holidays and vacations, and for the two days immediately following the school holidays and vacations. Any request for leave involving these circumstances must be approved by both the employee's immediate supervisor as well as the Executive Director.

Leave without Pay

Leave without pay may be granted for any satisfactory reason at the discretion of the Executive Director. Employees seeking leave without pay must submit their request in writing to their Program Coordinator/Supervisor and include a written explanation of the reason for the request.

Holidays and Vacations

CAPS Education Collaborative classrooms generally follow the calendar for the school district in which the program is located. Please see the applicable annual school calendar for the exact dates of holidays and vacations. CAPS Collaborative recognizes the following holidays and vacations.

Labor Day - first Monday in September
Columbus Day - second Monday in October
Thanksgiving Day and Day after Thanksgiving
December Holiday break
New Year's Day – January 1
Martin Luther King's Birthday - third Monday in January
Memorial Day - last Monday in May
Patriot's Day - April
President's Day - February
Veteran's Day – November
Fourth of July (26-week employees)

Professional Leave

The CAPS Collaborative Executive Director, at his discretion, may grant leave to individual staff members to attend conferences, to visit other programs, and to engage in other improvement activities when it is deemed to be in the best interests of the CAPS Collaborative programs. Written requests are to be made in advance. Employees are encouraged to share newly gained information with colleagues.

Bereavement Leave

CAPS Collaborative may grant up to three (3) days paid leave for the death of an immediate family member. The immediate family consists of spouse, children, siblings, spouse's siblings, parents, spouse's parents, grandparents and spouse's grandparents. In bereavement cases not covered by the above-stated relationships sick leave may be used with permission of supervisor.

Family and Medical Leave

All eligible CAPS Collaborative employees are entitled to twelve (12) weeks of job-protected, unpaid leave during any twelve (12) month period for the following reasons:

- (1) Birth and care of the employee's child, or placement for adoption or foster care of a child with the employee;
- (2) Care of an immediate family member (spouse, child, parent) who has a serious health condition; or
- (3) Care of the employee's own serious health condition.

CAPS Collaborative employees are eligible for this leave if (1) they have worked at least 12 months and (2) have worked at least 1,250 hours during the 12 months immediately before the date the leave begins.

FMLA leave may be taken in blocks of time less than the full 12 weeks on an intermittent or reduced leave basis when medically necessary.

If the need for FMLA leave is foreseeable, CAPS Collaborative employees must notify the Director in writing at least 30 days prior to such leave and fill out the necessary paperwork. If the leave is not foreseeable, the employee must provide such notice as soon as possible. CAPS Collaborative requires medical certification of the employee's serious health condition from the employee's health care provider as well as a "fitness for duty" certification upon return to work in appropriate situations.

CAPS Collaborative employees who are participating in CAPS Collaborative's health insurance program will continue to receive health insurance benefits during FMLA leave. Employees must continue to pay his/her portion of medical insurance.

An employee taking FMLA leave is entitled to use, at the employee's discretion, any available sick and/or personal time. Days taken for FMLA leave in excess of the employee's total available sick/personal time are unpaid.

Upon return from FMLA leave, the employee will be placed in the same or a similar job that he or she was performing prior to their leave. However, if CAPS Collaborative for economic

reasons has eliminated that position, or if the employee would be subjected to layoff under CAPS Collaborative's policy for legitimate business reasons, the employee may not be returned to work under those conditions. For more details on your FMLA rights and recent changes in the law, please contact the Office Manager.

Maternity Leave

Maternity leave is available to all full-time female employees and part-time female employees who worked full-time (for 3 consecutive months) during the initial three months of their employment with CAPS Collaborative. Maternity leave is available to eligible employees for the purpose of giving birth, or for adopting a child under the age of 18, or for adopting a child under the age of 23 if the child is mentally or physically disabled.

All eligible female employees are entitled, as a matter of law; to at least eight (8) weeks of unpaid maternity leave if:

- She has been employed by the School for at least three (3) consecutive months as a full-time employee; and
- She gives two weeks' notice of her expected departure date and notice that she intends to return to her job.

An employee taking such leave is entitled to use, at the employee's discretion, any available sick leave or personal time when taking maternity leave. Days taken for maternity leave in excess of the employee's total available sick leave and personal time are unpaid.

Upon return from maternity leave, the employee will be placed in the same or a similar job that she was performing prior to her leave. However, if CAPS Collaborative for economic reasons has eliminated that position, or if the employee would be subjected to layoff under CAPS Collaborative's policy for legitimate business reasons, the employee may not be returned to work under those conditions.

The same standards for maternity leave also apply to male employees wishing to take paternity leave.

Jury Duty

Jury duty is a civic responsibility. CAPS Collaborative will continue to pay full-time employees as required by law.

Leave to Vote

Full-time employees, and part-time employees scheduled to work during the first two (2) hours that polls are open in the employee's district, will be granted leave to vote in a federal, state, or local election during the first two (2) hours that the polls are open in the employee's district. CAPS Collaborative reserves the right to request proof that an employee voted should the employee need such time to vote. Employees paid on an hourly basis will not be paid for time taken off for voting.

Leave for Uniformed Service

Military Reserve Training

If a CAPS Collaborative employee is a member of the Armed Forces Reserves or the National Guard, and is required to participate in annual training not to exceed seventeen (17) days of leave in a calendar year, his or her employment with CAPS Collaborative will not be affected. If an employee requires time off for such training, the employee must provide a copy of his or her military orders to the Director. Time off for military training will not be counted against an employee's personal or sick time or affect an employee's seniority or other benefits of employment.

CAPS Collaborative employees will not be paid for time taken off from work for such military reserve training.

Uniformed Service

If your employment at CAPS Collaborative is interrupted by an obligation to serve in the uniformed services, as defined by the Uniformed Service Employment and Reemployment Rights Act, and such time of service together with any previous time of uniformed service during your employment at CAPS Collaborative does not exceed five years, you may be entitled to return to employment at CAPS Collaborative. All applicable state and federal laws will govern your return to employment at CAPS Collaborative. Employees requiring such leave must provide CAPS Collaborative with notification to the extent required by federal law.

Professional Conduct

Professional Development

The goal of professional development at CAPS Collaborative is to ensure a continued high quality of education offered by affording all staff access to current teaching, learning and administrative theories and practices, and to enhance the satisfaction and enthusiasm of staff by encouraging and supporting the pursuit of professional and personal growth. Throughout the course of all professional development activities, it is expected that staff will share acquired information, experiences and materials with other staff members in a timely and accessible manner.

Some trainings are optional and some are required by the Massachusetts Department of Elementary and Secondary Education. Examples of *required* trainings are restraint training, CPR and First Aid, and Student records. This list is not all inclusive.

The CAPS Collaborative may support employees pursuing course work or other types of professional development essential to addressing areas of critical personnel need. The specific arrangements will be negotiated between the employee and the Executive Director, but the employee will be expected to make a commitment to employment at CAPS for a given period of time after obtaining the relevant licensure.

Expectations for Professionalism

All employees must keep personal business to a *minimum* during the workday. During instructional time, employees should not use cell phones or other electronic communication for personal business except in case of an emergency.

Adherence to individual school rules and regulations is expected of all staff. Teachers, para-professionals and specialists should become known to the building principal the first day of school and request from him/her information on any special school rules or regulations. Also, the building principal should be informed of any special considerations regarding the CAPS Collaborative class or individual students, e.g. class room hours for individual students if other than the normal school day. Therapists should introduce themselves to the building principal before they work with any students. Therapists are to inform principals of their schedule in that school and update him/her if changes occur.

Discretion in personal attire is expected of all staff and should comply with the policy for those schools in which staff members are working. Staff should remember the five guiding principles of dress: neatness, suitability, moderation, cleanliness and safety. Coordinators, Head Teachers and the Administration will determine the interpretation of these guiding principles. Any attire that is disruptive, distracting, or does not conform to standards of common decency and propriety is not allowed. Appropriate footwear must be worn at all times, subscribing to safety, public health and sanitation standards.

Employees cannot bring their children or pets to work without permission of his or her supervisor and the Executive Director. Either the supervisor or the Director may require documentation that the pet is properly vaccinated and otherwise safe to be among students.

Van Usage

Employees using CAPS Collaborative's vans with yellow "Pupil" plates for student activities must have a current 7D license and provide a copy to the office. All employees driving vans to transport students are encouraged to obtain their 7D license and all employees driving students must fill out a driving record form for insurance purposes. Employees needing the use of a CAPS Collaborative van or truck must contact the CAPS Office to reserve the vehicle. CAPS vans may only be used for business purposes, and must be returned to the appropriate CAPS location after transporting students. (In other words, vans may not be taken home overnight.)

Confidential Information

All inquiries regarding students shall be referred to the Program Coordinator/Supervisor. Employees shall not discuss or release student information, except as is necessary for educational purposes, without prior approval of the Executive Director.

CAPS employees are expected to maintain the highest degree of confidentiality with regard to student records and other information concerning CAPS students. Information about students and their families should not be shared with anyone outside of the student's educational team. Please note that e-mail correspondence may be considered part of a student's record if the student may be readily identified in the e-mail.

Progressive Discipline and Discharge

Employees are reminded that they are models of behavior for our students. Employees who fail to exhibit professional conduct, in keeping with CAPS Collaborative's philosophy and practices, may be subject to disciplinary action up to and including termination of employment. Examples of conduct that can lead to discipline and/or termination at the discretion of CAPS include, but are not limited to the following:

1. Failure of an employee to perform in a manner consistent with his or her job description;
2. Physical or verbal abuse or harassment of a child, a child's parents, or any employee of CAPS Collaborative;
3. Theft, damage to or destruction, misuse or unauthorized removal or possession of school property, or the property of fellow employees or students of CAPS Collaborative;
4. Falsification of educational or work background, timekeeping records and/or expense reports;
5. Working under the influence of alcohol or illegal drugs;
6. Possession, distribution or use of alcohol or illegal drugs on school grounds;
7. A violation of the sexual harassment policy or Equal Employment Opportunity policy;
8. Conviction of a crime;
9. Conflict of interest;
10. Possession of a firearm, other weapon, or dangerous unauthorized instrument designed to do bodily harm or which might threaten the safety of others on CAPS Collaborative property;
11. Unauthorized use of telephones, mail system, e-mail, Internet or other school-owned equipment;
12. Violation of personnel policies, including divulging confidential compensation, performance or other employee related information;
13. Making false or malicious statements about CAPS Collaborative, a fellow employee, or any member of the community.

14. Not reporting to work punctually as scheduled and being ready for work at the assigned starting time;
15. Not giving proper advance notice whenever unable to work or report on time;
16. Excessive tardiness and/or absenteeism;
17. Violation of or disregard for established safety practices, careless work and spoilage of materials;
18. Unsatisfactory job performance;
19. Engaging in or encouraging behavior or conduct deemed offensive or undesirable, or which is contrary to CAPS Collaborative's best interest;
20. Insubordination or failure to perform duties as instructed;
21. Abuse, damage or destruction of property belonging to CAPS Collaborative, a student, or another employee;
22. Failing to maintain work place and work area cleanliness and orderliness;
23. Failure to report to the Director suspicious, unethical, or illegal conduct by fellow employees, or students;

Depending on circumstances and the severity of the problem, a written warning may be used to bring the problem to the employee's attention and to give him or her an opportunity to correct the problem in order to avoid more serious discipline. If a warning is issued and not heeded, such repeat violation may result in suspension or termination. Any subsequent violations may result in termination. CAPS Collaborative retains an absolute and unfettered right to terminate any employee whether or not progressive disciplinary and termination procedures are followed.

CAPS Collaborative is an employment-at-will employer. Nothing in this discipline policy is intended to create or imply a contract or guarantee of employment with CAPS Collaborative. CAPS Collaborative reserves the right to discontinue the employment relationship between CAPS Collaborative and an individual at any time with or without cause.

Fraternization

Employees who are or become involved together, in a romantic relationship, may continue employment as long as there is not:

- A direct or indirect supervisor/subordinate relationship between the employees; or
- An actual conflict of interest or appearance of a conflict of interest.

No supervisor or manager, therefore, may engage in a romantic relationship with any employee whom he or she supervises. Violation of this policy may result in discipline, up to and including discharge.

Employee Personnel Records

Employees are required to keep CAPS Collaborative personnel records up to date. Please report any change of name, address or telephone number to the Office Manager as soon as possible. Employees must have their home telephone number listed in their personnel record. You should also keep current your beneficiary designations for insurance purposes.

You may inspect your personnel folder during normal office hours. To arrange for this, please submit a written request to the Office Manager.

You may correct any errors that may exist by presenting written documentation acceptable to CAPS Collaborative to substantiate or verify the correction. Employees will not be allowed to remove the file from CAPS Collaborative's premises, nor may employees remove anything from the personnel folder. Employees may obtain copies of information in their personnel file, but CAPS reserves the right to charge a reasonable cost for the copies.

Performance Appraisals

CAPS Collaborative will attempt to complete annual performance evaluations on all employees. The evaluation consists of observations by the employee's Program Coordinator/Supervisor during the school year and a personal interview during which an employee's strengths and areas of improvement are discussed, and recommendations for improvements are made. These interviews identify the short and long-range goals of the employees and determine how they relate with CAPS Collaborative's purpose and objectives. The evaluation will be maintained in the employee's personnel record and a copy given to the employee. New employees may receive a performance review within forty-five (45) days of starting employment.

Employees not meeting minimum performance standards will have their performance monitored on at least a monthly basis until their performance meets minimum standards.

Program Coordinators/Supervisors may establish additional schedules for periodic supervision of all staff for whom they are responsible.

Reassignment and Transfers

CAPS Education Collaborative reserves the right to re-assign staff on either a short- or long-term basis based upon the overall needs of the Collaborative. CAPS will provide notice of the reassignment and an opportunity to discuss the reassignment with the Executive Director. CAPS employees may request a reassignment. Any such request must be in writing to the Executive Director.

Separation from Employment

It is requested that any employee voluntarily resigning his or her position with CAPS Collaborative submit and complete a thirty (30) day written notice of resignation. Employees with contracts must give notice in accordance with the provisions of their individual contract.

CAPS Collaborative reserves the right to prohibit the resigning employee from working for CAPS Collaborative during the notice period and also the right to pay a resigning employee during that time. Compensation shall cease on the last day of employment.

Board Presentations

Presentations to the Board of Directors should come through the Executive Director. Personnel matters shall be presented solely to the Executive Director initially and at the discretion of the Director referred to a Personnel Subcommittee of the Board. The Executive Director will arrange for periodic staff presentations and discussion with the Board.

Benefits

Full-time employees are eligible for all the benefits offered by CAPS. Benefits may be prorated for employees who work over 20 hours per week but do not work the number of hours required for a particular position. For example, a job may be listed at 30 hours but the employee only works 20. In this case, the employee may be considered working less than a full-time equivalent (FTE), and benefits may then be prorated based on the percentage of hours worked versus the number of hours required. In the above example, the employee would be considered to .67FTE, and benefits may be prorated on a 67 percent basis.

Workers' Compensation

All employees are covered under Workers' Compensation, which is maintained by CAPS Education Collaborative. Workers' compensation benefits may be applicable to an employee in accordance with state law.

Therefore, if you are injured while at work, no matter how slight the injury may be at the time, you must report the accident or injury to the nurse immediately to ensure proper medical attention to the employee and that working conditions are evaluated and the proper reports made under law.

Note that neither CAPS Collaborative nor its insurance carrier will be liable for the payment of Workers' Compensation benefits for injuries incurred during an employee's voluntary participation in any off-duty recreational, social or athletic activity sponsored by CAPS Collaborative.

COBRA

CAPS Collaborative complies with The Consolidated Omnibus Budget Reconciliation Act (COBRA). This requires employers of 20 employees or more to allow employees and covered dependents to remain in the health care plan for generally up to 18 months (but sometimes up to 36 months) after the employee leaves employment, with the monthly premium payment fully paid by the former employee. The employee must apply for COBRA insurance coverage within 45 days after termination of employment. COBRA insurance payment is the employees' sole responsibility and is due on the first of each month. For further information about the right to

continue coverage, and any requirements you must fulfill to be eligible, please see the Office Manager.

Retirement

Eligible staff will be enrolled in the Teacher's Retirement System provided that they have been certified or approved as the case may be by the State Department of Education or other agency.

Non-teaching personnel working twenty (20) or more hours a week are required to enroll in the Massachusetts State Retirement System.

403(b)

CAPS Collaborative participates in a tax-sheltered 403(b) program for its employees. Please see the Office Manager for more information.

Health Insurance

CAPS Collaborative provides the opportunity for all employees working at least twenty (20) hours per week to participate in its group medical insurance plan. CAPS Collaborative pays a portion of the cost for eligible employees and their dependents. The amount of CAPS Collaborative's contribution depends on the carrier and is determined by a vote of the Board of Directors on an annual basis. Employees may elect to insure their spouses and children at the group rates available under the policies set by CAPS Collaborative. Employees pay their portion of the health insurance cost through payroll deduction. Health insurance is available on the date of hire for all eligible employees. CAPS Collaborative employees may make changes to their health insurance plan at the designated time of the plan year.

As health care costs continue to rise, CAPS Collaborative will attempt to provide suitable health coverage to its employees. However, when necessary, CAPS Collaborative reserves the right to change the portion paid by employees for health insurance premiums. The current health insurance rates and co-payment amounts are available from the Office Manager.

Health Insurance Benefit for CAPS Collaborative Retirees

Criteria

CAPS Collaborative will contribute to health insurance premiums based on a rate determined by the Board of Directors. Retirees will be responsible for the remainder of the health insurance premium.

Eligibility

To be eligible for coverage under the plans as identified herein, an employee must meet, at a minimum, the following:

1. Minimum of ten (10) years continuous employment with CAPS immediately preceding retirement.
2. Minimum of twenty (20) hours employment per week for each year during the ten years immediately prior to retirement.

3. In order to be eligible for health insurance benefits through CAPS and as provided herein, all applicants must, at the time of application, be receiving retirement benefits from either the M.T.R.B. or the M.B.O.R.
4. In addition to the other requirements provided herein, all applicants must be a minimum of fifty five (55) years of age.

All applicants must be enrolled in one of the health insurance plans provided by CAPS and enumerated herein for a minimum of one full year immediately prior to the employee's date of retirement as defined herein.

Funding Health Insurance

All health benefits that may be available to eligible retired employees are contingent upon there being sufficient funding for same as determined by CAPS Collaborative through its Board of Directors.

All eligible retirees shall be responsible for making payment of their portion of the costs associated with the acquiring and maintaining of their chosen health plan as provided for herein not later than the fifteenth day of each month. In the event that any eligible employee fails to pay, the coverage may, at the discretion of CAPS Collaborative be discontinued immediately. Retirees participating in CAPS Collaborative health insurance plan will only be eligible for benefits until age 65; at such time the retiree must seek their own health insurance coverage. Nothing provided for herein shall be deemed to restrict CAPS Collaborative from changing coverage or discontinuing coverage with the plan providers identified herein.

Please note: Retirees are not guaranteed the same plan benefits as current employees and must pay the deductible.

For more information on health insurance for retirees please contact the Office Manager.

Flexible Spending Account

CAPS Collaborative offers a Flexible Spending Account (FSA) to employees who work at least twenty (20) hours a week and have completed at least three (3) months of service. Employees may contribute up to \$1500.00 per plan year on a pre-tax basis for eligible expenses. This amount will be pro-rated if hired during the plan year. This plan falls under the 125 Cafeteria plan that CAPS Collaborative has in place for health insurance, dental, etc. payments on a pre-tax basis.

Professional Liability Insurance

CAPS Collaborative maintains liability insurance coverage to protect employees who are working within the scope of their job.

Personal Automobile Insurance Coverage

Employees who use their vehicle to transport students should contact their insurer regarding the business use of their vehicle. Suggested policy limits are available

Other Insurance

CAPS Collaborative offers and funds group life insurance for eligible employees. CAPS also funds Accidental Death and Long Term Disability coverage for eligible employees. Please see the Office Manager for more information.

CAPS Education Collaborative Policies & Procedures

Personnel Related Policies

Equal Employment Opportunity

It is the policy of CAPS Education Collaborative that employee recruitment, retention, appointment, assignment, training, compensation, and promotion shall be based on merit and not to discriminate against any employee or any applicant for employment because of age, race, religion, color, disability, gender, physical condition, developmental disability, sexual orientation, national origin, marital status, political affiliation or veteran status. This policy shall include, but not be limited to, the following: recruitment and employment, promotion, demotion, compensation, selection for training, layoff and termination. The CAPS Equal Employment Opportunity document is included in more detail the CAPS Policy Manual.

Sexual Harassment

CAPS Education Collaborative is committed to maintaining a workplace which is professional and in which all employees are treated with dignity and respect. All employees must be familiar with the CAPS Sexual Harassment policy and act in accordance with its requirements. The CAPS Sexual Harassment document is included in more detail in the CAPS Policy Manual.

Acceptable Use Policy

The electronic resources at the public schools in CAPS Education Collaborative are provided by and in consonance with their mission to:

- Improve education for all students through access to unique resources and partnerships;
- Improve learning and teaching through research, teacher training, collaboration and distribution of successful education practices, methods and materials.

In addition, we seek to ensure a healthy and appropriate use of technology resources by making provisions for:

- Prevention of access by users to inappropriate matter on the Internet;
- The safety and security of users when using electronic mail, chat rooms, and other forms of direct electronic communications;
- Prevention of unauthorized access, including “hacking” and other unlawful activities;
- Prevention of unauthorized disclosure, use and dissemination of personal information regarding minors; and
- The design of measures to restrict minors’ access to harmful materials; and
- Prevention of any and all inappropriate or illegal use.

Our electronic resources—including, but not limited to, computers and Internet access—allow users access to local, national, and international sources of information and collaboration vital to intellectual inquiry and democracy, and are intended solely for educational purposes. Every user has the responsibility to respect the rights of every other user in our school communities and on the Internet. Users are required to conduct themselves in a responsible, ethical, and legal manner, in accordance with both school and district policies, rules, regulations and guidelines and the laws of the Commonwealth of Massachusetts and the United States.

The CAPS Acceptable Use document is included in more detail in the CAPS Policy Manual.

Alcohol and Drug Policy

CAPS Collaborative maintains the following policy with regard to the use of alcohol and drugs:

CAPS Collaborative is established as an alcohol and drug free employer. Alcohol or illegal drug use, or being under the influence thereof, by any employee, contractor, or associate at any time during the execution of their duties for CAPS Collaborative, or in representing CAPS Collaborative, in any way, at any time, and at any location is strictly prohibited.

CAPS Collaborative maintains a **“Zero Tolerance Policy.”** Any person found to be using alcohol or drugs, or under the influence thereof as stated above constitutes a violation of CAPS Collaborative’s policy. Violation of this policy may result in immediate dismissal from CAPS Collaborative, as well as criminal and/or civil prosecution as allowed by law. The complete CAPS Alcohol and Drug Policy is included in more detail the CAPS Policy Manual.

Non-Smoking Policy

CAPS Collaborative is committed to the health and safety of its employees and students. Smoking is not allowed inside the school buildings or on school grounds by students, staff and visitors. The CAPS Non-Smoking Policy is included in more detail in the CAPS Policy Manual.

Student Related Policies

Suspected Child Abuse or Neglect

Chapter 119, Section 51A of the Massachusetts General Laws requires: “any public or private school teacher... or any person paid to care for or work with a child in any public or private facility, home or program funded by the commonwealth...who in their professional capacity shall have reasonable cause to believe that a child under the age of eighteen years is suffering physical or emotional injury resulting from abuse... or neglect...shall immediately notify the person in charge of such institution.”

If abuse or neglect of a student is suspected, the following procedures shall be utilized:

1. Notify the Program Supervisor at once.
2. In case of physical abuse notify the school nurse.
3. All evidence of abuse or neglect must be well documented.
4. As a member of the CAPS Collaborative staff and the reporter of such a suspicion, you are required under Massachusetts law to complete a 51A reporting form. See the Program Supervisor for instructions on completion of this form.

The CAPS Suspected Child Abuse or Neglect Policy is included in more detail in the CAPS Policy Manual.

Student Weapon or Firearm Possession

In accordance with Massachusetts Law any CAPS Collaborative staff member who witnesses an incident involving a student's possession or use of a weapon on school premises at any time shall immediately report the incident to their immediate supervisor. The CAPS Weapon Policy is included in more detail in the CAPS Policy Manual.

Proper Administration of Physical Restraint

Only trained school personnel shall administer physical restraint on students. Whenever possible, the administration of a restraint shall be witnessed by at least one adult who does not participate in the restraint. This does not preclude a CAPS Collaborative staff member from using reasonable force to protect students, other persons or themselves from assault or imminent, serious, physical harm. A person administering physical restraint shall use the safest method available and appropriate to the situation and shall discontinue such restraint as soon as possible. For more information on restraint training contact the Office Manager. The CAPS Physical Restraint Policy is included in the CAPS Policy Manual.

Family Educational Rights and Privacy Act

Generally, schools must have written permission to release any information from a student's record. However, schools may release information such as a student's name, address, telephone number, date and place of birth, honors and awards, and dates of attendance to authorized school officials and public authorities without parental consent. Under the Family Educational Rights and Privacy Act (FERPA) parents have a right to inform the school within a reasonable time that they do not wish certain information to be released without prior consent. The CAPS Educational Records Policy is included in the CAPS Policy Manual.

Sending school districts are responsible for maintaining permanent student records for each student from their district. CAPS programs maintain records necessary to implement a student's IEP and to provide appropriate programming and services. Requests for information about a student's record should be directed to the student's sending district.

Parental Notification Law

In accordance with Massachusetts General Laws c. 71, section 32A, a parent has the right to exempt their child from any portion of the curriculum that primarily involves human sexual education or human sexuality issues. To receive such exemption the parent must send a written request to the principal requesting an exemption for their child. No student exempted from such curriculum shall be penalized. The CAPS Parental Notification Policy is included in the CAPS Policy Manual.

Non-Custodial Parent Receipt of Student Records

In accordance with Massachusetts General Laws c. 71, section 34H, non-custodial parents may have access to their child's records if:

1. They provide the school with a written request for records.
2. They provide a court order from the Probate Court that states that the non-custodial parent has been denied custody.
3. Provide information showing that the non-custodial parent has unsupervised visitation.
4. Provide the school with an affidavit that certifies that no restraining orders are in effect as of the last custodial order.
5. Once the above information is provided, the school must notify the custodial parent by registered mail and first class U.S. mail of the request. The custodial parent has 21 days to protest the request. Once the request has been approved, the school will delete the address and phone number from the child's school record and forward the record to the non-custodial parent. These records cannot be used to register a student in a new school.

The CAPS Non-Custodial Parent Policy is included in more detail in the CAPS Policy Manual.

Vision and Hearing Screenings

Students in CAPS programs shall annually undergo a vision and hearing screening. In cases where students have identified sensory deficits screening may not be appropriate. The administering of tests will be done by persons fluent in each child's dominant language or with the help of an interpreter. Results of screenings will be sent to parents, and will be reported to parents in their primary language.

Dismissal of Students Due to Illness

At time it may be necessary for a student to be sent home due to illness. If you feel that a student is unable to remain in school, the parent should be notified and is responsible for picking up the student. If needed, the school nurse will be available to examine the child.

Health Policies/Communicable Diseases & AIDS

CAPS Education Collaborative maintains policies and procedures that are consistent with the policies and guidelines issued by the Department of Public Health. CAPS policies regarding health-related issues are included in the CAPS Policy Manual.

Revision of Handbook

The CAPS Education Handbook will be reviewed annually, and any revisions, additions, or deletions will be approved by the Board of Directors. Once approved by the Board, all CAPS personnel will be informed of any changes.

ACKNOWLEDGEMENT OF RECEIPT OF EMPLOYEE HANDBOOK

This will acknowledge that I have received and read my copy of the CAPS Education Collaborative Employee Handbook. I understand that CAPS Collaborative reserves the exclusive right to interpret, change, add to, modify, withdraw or eliminate the policies and procedures summarized in this Handbook at any time its business needs require. I also understand that this Handbook is not a contract between CAPS Educational Collaborative and me or an offer to enter into such a contract. I understand my employment is at-will.

I also understand and acknowledge that this Handbook and the accompanying Policy Manual state CAPS Education Collaborative's current policies and procedures and that any other handbook, practices or other communications in such matter are void and no longer applicable to me.

Employee Name (Print)

Employee Signature

Date