



Employee Guidelines & Benefits Handbook

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Welcome/Introduction

We are pleased that you have chosen to join CAPS Collaborative staff and extend a warm welcome to you as a new employee. We hope this new relationship will prove beneficial to you, our students and our Collaborative.

You have become a member of our staff because you possess skills and abilities that will make you a valuable employee to the Collaborative. CAPS recognizes the importance of each position and each employee in accomplishing our overall goals and objectives. We want you to have every opportunity to grow and develop with us and look forward to working with you to make your affiliation with us a rewarding experience.

We sincerely hope you enjoy working with us and that you obtain a great degree of satisfaction and success in providing quality services to our students.

About this Handbook

This handbook is provided to you and other employees of CAPS Collaborative to provide you with information about the Collaborative, your role in it and the benefits for which you may be eligible by working at the Collaborative. It is intended to be a guide for personnel policies, procedures, benefits and other general information.

For complete information about certain benefits, it may be necessary to refer to the most current policy. CAPS policies supersede this handbook. The Policies are available in the Administrative Office. Coverage and exclusions contained in policies are subject to change. These Guidelines and Benefits, as well as the policies on which they are based, are subject to change. While CAPS will attempt to notify you of any such changes, either before or after they are made, it may not do so; ultimately, it is your responsibility to know and understand the terms and conditions of your employment.

You should discuss with your supervisor any other policies or procedures to be followed. You are responsible for knowing and abiding by both the rules in the handbook and those of your department. Any time you have a question about CAPS policies and procedures, please see your supervisor.

THIS HANDBOOK DOES NOT CONSTITUTE A CONTRACT OF EMPLOYMENT.

CAPS reserves the right to modify, eliminate or add to the provisions contained in this handbook. No policy, benefit or procedure implies or may be construed to imply this handbook to be an employment contract for any period of time. Further details concerning many of these procedures are contained in the CAPS Policies Manual available in the Administrative Office. You should not assume that any memoranda, letters or other communications made by officials of the Collaborative or its staff members constitute contracts or are contractual in nature. As a guide to CAPS, this handbook replaces any previous guide or handbook on personnel policies, procedures, benefits and other information. In situations where formal documents exist, such as insurance policies and health insurance contracts, the formal documents will represent final authority.

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 Collaborative History

CAPS 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 for students with a diverse variety of special needs. 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 receive instruction, treatment and carefully planned activities designed to meet their unique needs.

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 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. New employees should pay particular attention to the Sick Leave provisions for new employees on page 11/12 of this handbook, as well as the Reassignments and Transfers section on page 18.

Administrator positions will have individual written contracts. The contracts will govern the terms of that employee's employment. This Handbook will govern all issues not specifically addressed in the contract.

Criminal Offender Record Information (CORI) and Fingerprinting

CAPS Collaborative requires all new employees 18 years and older to undergo a Criminal Offender Record Information (CORI) check, as well as being fingerprinted. 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 available in the Administrative Office. All interns and volunteers are also subject to the CORI Policy and will undergo a CORI check before working with students. CAPS must perform updated CORI's every three years.

State Law requires a fingerprint-based state and national criminal record check for all school employees. The State Applicant Fingerprint Identification System (SAFIS) and the Morpho Trust-IdentoGo website and fingerprinting locations have been created for this purpose. Unlike the state CORI checks that do not have an associated fee, individuals will pay a fee to comply with this requirement. Substitutes are school employees under the new law and therefore, must submit their fingerprints for the state and national checks.

Job Posting

It is the procedure of CAPS Collaborative to provide all its employees with the opportunity for advancement and, whenever possible, promote from within. CAPS Collaborative will announce new employment openings to all current employees. 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 by internal candidates who have the appropriate qualifications when it is determined to be in the best interests of the Collaborative and the particular program which has the vacancy.

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. Changes in federal immigration laws and regulations may affect this provision.

Employee Definitions

Full-time

Employees are considered full-time if they work 30 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/she meets the applicable requirements (e.g., employment at CAPS for a certain length of time).

Part-time

Employees working less than 30 hours per week are considered part-time employees. Part-time employees working 20-30 hours are eligible for all benefits with sick and personal time prorated. Employees working less than 20 hours may receive some benefits on a proportional basis.

Temporary

Temporary employees are those hired 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 and Fingerprinting.

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: Non-exempt employees are those employees whose duties are not professional, executive or administrative in nature, and therefore, are paid by the hour. Such employees are eligible for overtime pay if they work over forty hours in a work week; please note that paid, but non-work time like sick leave or vacations, does not count toward the forty hours. 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 their professional affiliation 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), licensed practical nurse (LPN) and Speech and Language Assistant (SLPA). This list is not all-inclusive.

Compensation

Philosophy

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

Teachers, Therapists, and Specialists

To ensure equity, years of experience and education level appropriate to the particular position held by the employee, are the foundation of the determination of salary. Initial salary shall be subject to the discretion of the Executive Director and the Board. Teachers, Therapists and Specialists, upon completion of educational credit or degree program, may receive a salary increase. Notification in advance due to budget reasons, will be required. Teachers, therapists and specialists must notify the Director of their completion of educational credit or degree program by January of the preceding year so that they may be eligible for a salary increase. Annual salary increases, if any, 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, if any, will be determined by the Board of Directors.

Paraprofessional Salary

The initial starting wage will be determined by documented education, related work and/or volunteer experience. Annual salary increases, if any, 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. Requests for reimbursement must be submitted in writing to the Executive Director for consideration. You have a responsibility as an employee to safeguard your personal belongings.

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, but does not include travel to the initial job site at the beginning of the work day or travel home from a worksite at the end of the work day. 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, in writing, 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 required to fill out a time sheet. These are done through an on-line payroll service. Time sheets should be filled out weekly and submitted at the end of the two week pay cycle. The Program Coordinator/Supervisor will then approve the time sheet which will then be submitted to the Finance Manager for payroll processing. Employees should record only actual time worked so that if they arrive early or stay later, but are not working, this additional time should not be entered on the timesheet. Including non-work time on your time sheet can lead to disciplinary action.

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

Payroll Direct Deposit

Direct Deposit is required of all CAPS Collaborative employees through the bank(s) of his or her choice.

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 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, however this practice is not encouraged. 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 may 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 (30 hours or more per week). 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 (making the total for a new year a maximum of 132 sick days).

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 between 20 and 30 hours a week. 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 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 must be notified by 7 a.m. on the day of absence. 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. In addition, if there is a pattern of sick leave abuse, such as Mondays and Fridays or before or after a vacation or holiday by an employee, then the employee may be subject to disciplinary action.

Personal Leave

School year employees shall be entitled to request up to three (3) Personal days leave with pay. Calendar year employees shall be entitled to request up to four (4) Personal 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 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.

New Year's Day – January 1

Martin Luther King's Birthday - third Monday in January

President's Day – third Monday in February (February Vacation week)

Patriot's Day – third Monday in April (April Vacation week)

Memorial Day - last Monday in May

Fourth of July (26-week employees)

Labor Day - first Monday in September

Columbus Day - second Monday in October

Veteran's Day – November 11

Thanksgiving Day and Day after Thanksgiving

December Holiday break

Professional Leave

The CAPS Collaborative Executive Director, at his or her 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, or others filling that role. In bereavement cases not covered by the above-stated relationships sick or personal leave may be used with permission of supervisor.

Federal Protected Leaves (FMLA, SNLA, MPLA, DVLA)

CAPS will comply with the provisions of the Family Medical Leave Act of 1993 (FMLA), Small Necessities Leave Act (SNLA), the Massachusetts Parental Leave Act (MPLA), and the Domestic Violence Leave Act (DVLA). The Policies are available in the Administrative Office. These policies outline the general requirements of the FMLA, SNLA, MPLA, and DVLA, but are not meant to be all inclusive. Accumulated sick and/or personal leave may be used during this time.

Jury Duty

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

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 (dependent on available funding)

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.

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 worked out 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, certification or training.

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.

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 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.**

Student Transportation

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. No transport of students in a private vehicle is allowed.

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. It also applies to any discussions that the employee may have with third parties, other non-administrative CAPS employees who are not on the student's team, and the student's family members other than the parents or guardians. This also includes any mention of students on social media. 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, job expectations or standards as established for the particular position in the evaluation procedure;
2. Physical or verbal abuse 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. Indictment, arrest or conviction of a crime by an employee;
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, progressive discipline 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.

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. You should also keep current your beneficiary designations for insurance purposes. Emergency contact form needs to be kept up to date.

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, consistent with M.G.L. c. 149, sect. 52C, but CAPS reserves the right to charge a reasonable cost for the copies.

Performance Appraisals

CAPS Collaborative will 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 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.

Dispute Resolution

Employees have the right to seek resolution for work related disputes. The purpose of this procedure is to secure at the lowest possible administrative level equitable, solutions to the problems which may from time to time arise affecting the welfare or work conditions of staff.

Disputes should be dealt with in a timely manner. Disputes will be kept as informal and confidential as appropriate to the process.

Process

Level One: Disputes shall be submitted (in writing) to the employee's immediate supervisor. This level may be omitted if the dispute involves more than one program or if it concerns a matter with the employee's immediate supervisor.

Level Two: If the dispute is not resolved at the Level One, the issue may be moved up to the Executive Director for review.

Level Three: If the dispute is not resolved through a Level Two, the issue may be moved on to the Board of Directors. A subcommittee of the Board of Directors will meet with the employee(s) in an effort to resolve the issue.

There will be no reprisal against any employee for exercising this dispute resolution process.

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 are 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.

Short & Long Term Disability and Life Insurance

CAPS provides both Short and Long Term Disability and Life Insurance. These benefits are available upon meeting the eligibility requirements: Minimum 20 hours per week, and a waiting period of 3 months with continuous active employment. Short Term Disability benefits begin after 14-day elimination period and last for 6 months at which point the Long Term Disability benefits begin. The Life Insurance amount is equal to an employee's annual salary with a maximum to \$50,000.

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 Licensed staff will be enrolled in the Mass. 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 will be enrolled in the Massachusetts State Retirement System.

401k

CAPS Collaborative participates in a tax-sheltered 401k program for its employees. All employees who work 20 hours or more per week are eligible to enroll in the plan. Starting at the anniversary date of 2 consecutive years of employment, employees will be eligible for an employer match. The Board will vote annually, during the budget process, to determine the next year's match amount. The employer annually determined match will be contributed to the employee's 401k plan during the last pay period in June, based on the employee's contributions made in that fiscal school year. Employees are responsible for their own plan management through the vendor of CAPS' choice and can enroll during the annual open enrollment period in February once all eligibility requirements are met.

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 are available from the Office Manager.

HSA/HRA

CAPS Collaborative provides a HSA (Health Savings Account) to employees who elect to carry Health Insurance through the CAPS group plan. This is a savings account that is owned by the employee and is used to pay the costs of medical expenses. CAPS will deposit a designated amount into the account as approved by the Board of Directors yearly, and the employee may also contribute to the HSA as desired on a pre-tax basis to help cover medical deductible costs. This plan is subject to change based on the type of health insurance plan offered at the open enrollment date each year.

Other Employee Benefits

Other benefits are considered based on budget and Board approval yearly. Please see the Administrative Office Staff for more information on other benefits.

Professional Liability Insurance

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

CAPS Collaborative Policies & Procedures

Personnel Related Policies

Equal Employment Opportunity

It is the policy of CAPS 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, sexual orientation, national origin, marital status, political affiliation, pregnancy, genetic information, gender identity 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 available in the Administrative Office.

Sexual Harassment

CAPS 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 available in the Administrative Office.

Acceptable Use Policy

The electronic resources at the public schools in CAPS 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 an 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 available in the Administrative Office.

Alcohol and Drug Policy

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

CAPS Collaborative is established as an alcohol and drug free employer. Alcohol, illegal drugs, controlled prescribed substances or being under the influence thereof, 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. Selling of controlled substances, including the sale of one’s own prescription medication, by any employee, contractor, or associate is prohibited.

CAPS Collaborative maintains a **“Zero Tolerance Policy.”** Any person found to be using alcohol or controlled substances, 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 available in the Administrative Office.

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. CAPS Non-Smoking Policy is included in more detail in the CAPS Policy Manual available in the Administrative Office.

Compliance with Mandatory Trainings

All staff will participate in the mandatory trainings required for all CAPS Collaborative Employees and submit written documentation of material reviewed:

1. Bullying Policy
2. Restraint Procedures
3. Civil Rights
4. IDEA and 504 Compliance
5. FERPA/Confidentiality
6. Ethics Training
7. Sexual Harassment
8. Acceptable Use Policy
9. Suicide Prevention
10. Section 51A child Abuse Reporting

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.

CAPS Suspected Child Abuse or Neglect Policy is included in more detail in the CAPS Policy Manual available in the Administrative Office.

Student Weapon or Firearm Possession

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 available in the Administrative Office.

Proper Administration of Physical Restraint

Only those employees who have undergone the sixteen or more hours of annual physical restraint training may physically restrain a student. 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 available in the Administrative Office.

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 available in the Administrative Office.

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.

Non-Custodial Parent Receipt of Student Records

A non-custodial parent, i.e., a parent who does not have physical custody of his or her child may have access to his or her child's records if the parent files a written request to access the student's records. However, a non-custodial parent cannot access his or her child's record if:

1. The parent has been denied legal custody or has been ordered to supervised visitation, based on a threat to the safety of the student, and the threat is specifically noted in the order pertaining to custody or supervised visitation, or

2. The parent has been denied visitation, or
3. The parent's access to the student or to the custodial parent has been restricted by a temporary or permanent protective order, unless the protective order (or any subsequent order modifying the protective order) specifically allows access to the information contained in the student record, or
4. There is an order of a probate and family court judge which prohibits the distribution of student records to the parent.

The Collaborative shall place in the student's record any documents indicating that a non-custodial parent's access to the student's record is limited or restricted pursuant to 603 CMR 23.07(5)(a).

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

Revision of Handbook

The CAPS Collaborative Guidelines & Benefits Handbook will be reviewed as needed, 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 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 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 states CAPS 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