



SHORE ADULT SERVICES POLICY MANUAL

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SECTION 1

ORGANIZATIONAL VALUES AND PROFESSIONAL CONDUCT



ARTICLES OF AGREEMENT

Pursuant to M.G.L. c. 40, § 4E



Approved by the Board of
Elementary and Secondary Education
on: November 22, 2016

Shore Educational Collaborative Articles of Agreement

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ARTICLES OF AGREEMENT FOR

SHORE EDUCATIONAL COLLABORATIVE

Pursuant to M.G.L. c. 40, § 4E

PREAMBLE / AUTHORIZATION

This document constitutes the Collaborative Agreement of the Shore Educational Collaborative (Shore), established pursuant to the provisions of M.G.L. c. 40, § 4E of the General Laws of the Commonwealth of Massachusetts and acts or amendments thereof as they may from time to time be enacted by the legislature, and 603 CMR 50.00. This agreement, entered into by and between the school committees listed in Article I (herein, the “member districts”) will be effective upon the approval of the member districts’ school committees and the Massachusetts Board of Elementary and Secondary Education.

ARTICLE I: MEMBERSHIP

The membership of Shore, as of the effective date of this agreement, includes the school committees from the following districts:

- A. School Committee for the Cambridge Public Schools
- B. School Committee for the Chelsea Public Schools
- C. School Committee for the Everett Public Schools
- D. School Committee for the Malden Public Schools
- E. School Committee for the Medford Public Schools
- F. School Committee for the Revere Public Schools
- G. School Committee for the Saugus Public Schools
- H. School Committee for the Somerville Public Schools
- I. School Committee for the Winthrop Public Schools

ARTICLE II: MISSION, OBJECTIVES, FOCUS, AND PURPOSES

Shore Educational Collaborative's **mission** is to demonstrate excellence, expertise and experience that will make us the agency of choice for students and adults with unique challenges.

The **purpose** of Shore is to create and provide high quality, outcomes-driven, and cost-effective services for students, adults with disabilities, school districts, state agencies, families and other community stakeholders. The **focus** of Shore is to provide programs

and services that are specialized, unique, and economical based on our expertise and experience. Program development and delivery will be responsive to the needs of our stakeholders, i.e. recipients of service, purchasers of service, and other community and family partners.

The overall **objectives** of Shore are:

- A. to maximize access to and engagement in curricula as well as other aspects of school life for students with disabilities or other unique learning challenges so that they realize their fullest potential in academic, social, emotional, physical and health related areas;
- B. to offer high quality programs and services to a diverse range of adults with disabilities that broaden and strengthen their skills, interests, health, social and emotional well-being; and
- C. to provide or facilitate access to shared resources, training, and services that strengthen, supplement, or economize school districts' offerings. These may include: home training, drop-out prevention, credit recovery, social/emotional health and wellness, Medicaid billing services, technology management and professional development; vocational exploration and educational opportunities to students' in member districts.

ARTICLE III: PROGRAMS AND SERVICES TO BE OFFERED

The collaborative will offer the following programs and services:

- A. Public day school programs and integrated classroom programs in member districts' schools for students with disabilities from 3 to 22 years old; interim alternative education settings; alternative educational programs for general education students; and specialized assessments and services. In addition, the Collaborative Board of Directors is authorized to approve other and any program as allowed by M.G.L. c. 40, § 4E.
- B. Professional development, technology management and integration, consultation, Medicaid billing, home training to families and students with disabilities, sharing and accessing resources across and within school districts.
- C. Community day programs for adults with disabilities who can benefit from broad-based therapeutic and habilitation services that teach or enhance skills and interests and assist in achieving life goals.

ARTICLE IV: GOVERNANCE

Each school committee executing this collaborative agreement shall annually select a school committee member to serve as its representative on the Shore Board of Directors; these collaborative Board members shall be referred to in this agreement as “appointed representatives.” An appointee of the Commissioner of Elementary and Secondary Education shall be a voting member of the collaborative Board of Directors. The educational collaborative shall be managed by this collaborative Board of Directors, hereinafter referred to as the “Board”.

- A. Ten regular meetings of the Board shall be held monthly from September to June. July and August meetings, as well as additional meetings throughout the school year, will be scheduled at the discretion of the Board.
- B. A quorum for conducting business shall consist of a simple majority of the voting, serving appointed representatives to the Board. A quorum is not needed to close the meeting.
- C. In order to pass any motion, a majority vote of the appointed representatives present shall be required, except that a vote to terminate the collaborative shall be approved in accordance with Article XI of this agreement.
- D. All business will be conducted in accordance with *Robert's Rules of Order*. The Executive Director, or designee, will act as Executive Secretary to the Board. The Executive Director shall attend all Board meetings but shall not be entitled to a vote.
- E. The Board shall annually organize itself by electing a Chairperson and Vice-Chairperson, by a majority vote of the appointed representatives present at the last meeting of a fiscal year for a term to be served the following fiscal year.
- F. The Board shall give public notice of the dates, times, and locations of all meetings in accordance with the Open Meeting Law, M.G.L. c. 30A, §§ 18-25. Detailed accurate records of every meeting shall be adopted by a majority vote of the appointed representatives at an open meeting. These minutes shall be posted and retained in accordance with the law pertaining to open meetings of governmental bodies.
- G. The collaborative shall establish and maintain an internet website in accordance with M.G.L. c. 40 § 4E that shall include at a minimum: a list of all of the appointed representatives on the Shore Board; copies of the minutes of meetings held by the Board; a copy of the collaborative agreement and any amendments; a copy of the most recent annual report and independent audit; and contact information for key educational collaborative staff members.

ARTICLE V: CONDITIONS OF MEMBERSHIP

Each member district shall have the following rights and responsibilities as a member of Shore:

- A. Each appointed representative shall be entitled to a vote.
- B. Membership dues in the collaborative shall be established annually, as described in Article VII of this agreement.

- C. Each appointed representative shall be responsible for providing timely information and updates to its appointing member district on collaborative activities, as outlined in M.G.L. c. 40, § 4E and 603 CMR 50.04(2) and for providing other information as required or requested.
- D. Each appointed representative shall be an active and engaged voting member and is expected to attend every Board meeting and fulfill all duties required by the Board, by law, and by this collaborative agreement. When an appointed representative has missed three consecutive regularly scheduled meetings, the Executive Director will notify the appointed representative of the absences and the expectations specified in this agreement. If further absences occur, the Board shall notify the appointed representative's School Committee of the absenteeism, request that some remedial action be taken prior to the next scheduled Board meeting, and inform the school committee of its due process rights. If there is no representation at the subsequent Board meeting, the member district shall become an inactive member of the Board, shall not count towards a quorum, and shall not have voting rights on the Board, but shall continue to have all other rights and obligations of membership. At any time, the member school committee provides an appointed representative who attends the required meetings, full, active membership will be reinstated.
- E. Each appointed representative must attend training required by the Department of Elementary and Secondary Education ("Department") as outlined in M.G.L. c. 40, § 4E; 603 C.M.R. 50.05 and 603 C.M.R. 50.12(3). Should an appointed representative fail to complete the required training within the time set in law and regulations, a member district shall automatically become an inactive member of the Board, shall not count towards a quorum, and shall not have voting rights on the Board, but shall continue to have all other rights and obligations of membership. The member district shall become an active member and voting rights shall be reinstated once the appointed representative completes the training.
- F. No appointed representative shall receive an additional salary or stipend for his/her service as a Board member.
- G. No appointed representative shall serve as a member of a board of directors or as an officer or employee of any related for-profit or non-profit organization as defined in M.G.L. c. 40, § 4E, as most recently amended.
- H. No appointed representative shall delegate his/her powers or send a representative in his/her place as a voting Board member and no member district shall delegate the rights, responsibilities, or duties of its appointed representative to any other individual, unless the member district is replacing the appointed representative with that individual.

**ARTICLE VI: POWERS AND DUTIES OF THE BOARD AND APPOINTED REPRESENTATIVES
TO THE BOARD**

The Shore Board shall manage the educational collaborative and shall be responsible for providing fiduciary and organizational oversight and accountability over the operation of the educational collaborative. The Board shall be vested with all authority and responsibilities provided to it by M.G.L. c. 40, § 4E and 603 CMR 50.00 and all acts and regulations amendatory thereof, including but not limited to the following:

- A. It is the function and responsibility of the Board to formulate policy for the collaborative, to hire all staff, and to ensure compliance with applicable state and federal laws and regulations, including M.G.L. c. 40, § 4E and 603 CMR 50.00.
- B. The collaborative shall be a public entity and its Board members and employees shall be public employees subject to M.G.L. c. 268A.
- C. The Board shall hire or appoint an Executive Director, to serve under its general direction, to manage and supervise the collaborative, oversee the day to day operation of its programs and services, and implement policies of the Board. The Executive Director shall have the authority granted by M.G.L. c. 40, § 4E. The Board shall annually evaluate the performance and effectiveness of the Executive Director.
- D. The Board shall hire a Business Manager or an employee with responsibilities similar to those of a town accountant to oversee collaborative finances, at least one school nurse to support collaborative programs, and a Treasurer, who shall annually give bond consistent with the requirements of M.G.L. c. 40, § 4E. The Board shall annually evaluate the performance and effectiveness of the Treasurer and ensure that an annual evaluation of the performance and effectiveness of the Business Manager is conducted.
- E. The Board shall ensure that there is segregation of duties between the Executive Director, Treasurer, and Business Manager and that none of these employees nor any other collaborative employees shall serve as members of the collaborative Board or as officers or employees of any related for-profit or non-profit organization as defined in M.G.L. c. 40, § 4E.
- F. The Board shall be vested with the authority to enter into agreements with member and non-member districts or other collaboratives to establish mutually beneficial programs, services or pricing arrangements, to lease space, coordinate healthcare services, or other agreements that support the mission and activities of the collaborative.
- G. The Board shall be responsible for:
 - 1. ensuring adherence to this collaborative agreement and progress toward achieving the purposes and objectives set forth in the agreement;
 - 2. determining the cost-effectiveness of programs and services offered by the collaborative;
 - 3. ensuring that any borrowing, loans, or mortgages are cost-effective, necessary to carry out the purposes for which the collaborative is established, in the best

- interest of the collaborative and its member districts, and consistent with the terms of the agreement, including the provisions of Article VII, Section C; and
4. approving all expenditures, including contracts, borrowing, and the purchase and sale of real estate.
- H. The Board has standing to sue and be sued to the same extent as a city, town, or regional school district. The Board is a public employer and shall hire all employees of the educational collaborative and ensure that all employees possess the necessary and required credentials and approvals, including those required by M.G.L. c. 71, § 38G and 603 CMR 7.00, M.G.L. c. 74 and 603 CMR 4.00, and all acts and regulations amendatory thereof.
- I. The Board shall develop such policies as it deems necessary to support the operation of the collaborative, including, but not limited to, policies relative to personnel, students, finance and internal controls, health and nursing, and any other policies required by state or federal law and regulation. The Board shall review the effectiveness of such policies to ensure currency and appropriateness, and may establish a subcommittee to make recommendations to the whole Board concerning such policies.
- J. The Board shall ensure that the collaborative completes and files an annual report and an annual independent audit, as well as such other student, program, financial and staffing information, reports or documents as the Department and other appropriate governmental agencies deem necessary. The Board shall ensure that annual reports and annual independent audits are filed by January 1st with the Commissioner of Elementary and Secondary Education, posted on the collaborative's website, and submitted to the state auditor, and the chair of each member district consistent with the requirements of M.G.L. c. 40, § 4E and 603 CMR 50.00. The website posting will also include the instructions that the collaborative will make available printed copies of the most recent reports to the public upon request.
- K. The Board shall establish a process to provide member districts, students, parents/guardians, the Board of Elementary and Secondary Education, and the public all information that is required by law and regulations.

ARTICLE VII: FINANCE

- A. Financial Terms:
1. Subject to the approval of the Board, the Executive Director may enter into contracts in order to purchase supplies and materials, lease land and equipment, and obtain the funds for services that support the purpose for which the collaborative was established.
 2. Membership dues shall be assessed to each member district on July 1 of each year. The amount assessed is a fixed rate, i.e. the same amount for all members regardless of the size of their school districts or number of enrollees to Shore

services, and is used to support administrative costs. Any changes in membership fees will be determined by a majority vote of the Board.

3. The Board may vote to apply for and accept gifts, grants, or contributions from governmental and private sources, whether in cash or in kind.
4. The collaborative is subject to M.G.L. c. 30B for the procurement of goods and services.

B. The Collaborative Fund:

1. The Board shall establish and manage a fund to be known as the *Shore Educational Collaborative Fund* (herein, “the Shore fund”).
2. The Shore fund shall be the depository of all monies paid by the member districts and non-member districts and all grants, gifts, or contracts from the federal government, state government, charitable foundations, private corporations, or any other source; all such monies shall be paid directly to the collaborative Board and deposited in the fund.
3. The Treasurer, subject to the direction of the Board, shall receive and disburse all money belonging to the collaborative without further appropriation.
4. All payments will be approved by the Board through a warrant system.
5. The Treasurer may make appropriate investments of funds of the collaborative not immediately necessary for operations, consistent with M.G.L. c. 44, § 55B.

C. Borrowing, Loans, and Mortgages:

1. The Board may authorize the borrowing of funds or enter into short- or long-term agreements or mortgages, and acquire or improve real property to support collaborative operations, subject to the following procedures:
 - a. all borrowing, loans, and mortgages shall be discussed at a public meeting of the Board;
 - b. the Board shall investigate options related to borrowing, loans, and mortgages in order to determine that the terms related to any borrowing, loans and mortgages are the most favorable available at the time of the application;
 - c. the Board shall determine, at a public meeting, through a majority vote, that the terms related to borrowing, loans, and mortgages are cost-effective and are the most favorable available at the time of the application; and
 - d. the Board shall determine, at a public meeting, through a majority vote, that the borrowing, loans and mortgages are necessary to carry out the purposes for which the collaborative is established.

2. In the event that such borrowing loan or mortgage is for the acquisition or improvement of real property:
 - a. the Board shall discuss its intent to apply for a real estate mortgage at a public meeting of the Board prior to the meeting of the collaborative Board at which the final vote is taken;
 - b. the Board shall provide notice to each member district within thirty (30) calendar days of applying for real estate mortgages; and
 - c. the Board shall approve such action by a majority vote.

D. Surplus Funds:

1. Unexpended general funds (as defined in 603 CMR 50.00) at the end of the fiscal year plus any previous year's surplus funds, as determined through the financial statements, will be considered cumulative surplus.
2. The determination of cumulative surplus shall not include funds deposited in a capital reserve as provided for in 603 CMR 50.07(10), funds deposited in trust in accordance with M.G.L. c. 32B, § 20 and any amounts prepaid for services or tuitions in accordance with M.G.L. c. 40, § 4E.
3. The Board will retain no more than 25 percent in cumulative surplus as defined in 603 CMR 50.07.
4. On an annual basis, after the Board has discussed the audit results of the previous fiscal year, the Board shall approve by majority vote, the final dollar amount of the cumulative surplus.
5. The Board shall annually determine whether such surplus funds are within the established twenty-five percent limit, and whether the funds will be retained by the collaborative or returned to the member districts. If the cumulative surplus exceeds twenty-five percent, any amount over the twenty-five percent limits will be refunded according to paragraph (6) below.
6. In the event an amount is to be refunded to the member districts, each member district share will be apportioned a percentage equal to its prior year total charges paid to Shore through tuitions, fees for service, and other administrative or program charges relative to total revenue collected by all member districts for student services and related services.

E. Capital Reserve Fund: Shore may create a capital reserve fund to support costs associated with the acquisition, maintenance, and/or improvement of fixed assets, including real property, pursuant to a capital plan.

1. Funds in a capital reserve shall be used only for the project or purpose for which the fund was established.

2. The establishment of a capital reserve fund shall be subject to the approval of two-thirds of the member districts. The request for approval must state the reason for the reserve and a limit on the balance that may be held in reserve.
3. Deposits into or withdrawals from the capital reserve fund shall be proposed and approved through the budget.
4. In the event that the purpose for which the capital reserve fund was created requires modification, the Shore Board shall revise its capital plan and provide notice to all member districts. If any member district does not vote to disapprove the revised capital plan within a 45-day period, that member shall be deemed to have approved the revised capital plan. Two-thirds (2/3) approval of the member districts is required to revise the capital plan.

F. Annual Budget Preparation and Assessment of Costs

1. Development of the Collaborative Budget: The Board shall annually determine the collaborative budget consistent with the timelines, terms, and requirements in M.G.L. c. 40, § 4E, and 603 CMR 50.00, promulgated by the Board of Elementary and Secondary Education and this agreement.
2. The Board shall propose a budget for the upcoming fiscal year at least sixty days prior to the close of the current fiscal year. The Board shall identify the programs and services to be offered by the collaborative in the upcoming fiscal year and the corresponding costs.
3. The proposed budget shall contain all planned financial activity for the upcoming fiscal year.
4. Expenditures from grant funds, trust funds, and other funds not designated as general funds that by law may be expended by the Board without further appropriation shall be segregated in the budget.
5. The general fund budget shall segregate all operating expenditures, capital expenditures, debt service payments and deposits to or withdrawals from the capital reserve.
6. The general fund budget will be classified into such line items as the Board shall determine but, at a minimum, delineate amounts for operating expenditures, including, administration, instructional and rental expenses and capital expenditures, including debt service payments and deposits to or expenditures from capital reserves.
7. The proposed budget shall delineate the tuition rates, membership dues, other fees for services to be paid by member and non-member districts, and rates established by other state agencies and shall be adopted by the Board.
8. Tuition rates and other fees are established based on actual costs associated with programs' operations and expenses and the number of anticipated enrollees or

participants. Tuition rates may be changed by the Board when it determines that cost increases or changes in utilization warrant these rate changes for the program(s) and services related to these conditions and will require a budget amendment in accordance with Section VII. H. of this agreement.

9. A non-member surcharge, not greater than 10%, may be assessed for students enrolled in Shore programs from non-member districts and/or for professional development, consultation, specialized assessments or evaluations, financial or other administrative services. The purpose of the surcharge is to provide benefit to the member districts paying annual membership fees and will be used to support administrative costs. These surcharges will be established and amended only by a vote of the Board.
10. The budget shall be discussed at a public meeting of the Board and notice shall be provided to each member district ten (10) working days before the date of the Board meeting.
11. The Board shall adopt the final budget by affirmative majority vote at a subsequent meeting no earlier than ten (10) working days after the Board meeting at which the collaborative budget was first proposed but no later than June 30 of the preceding fiscal year.

G. Transmitting the Budget and Payment Terms:

1. The Treasurer shall certify and transmit the budget and the tuition rates, membership dues and fees for services for the upcoming fiscal year to each member district not later than June 30 of the preceding fiscal year.
2. The collaborative shall submit invoices to all districts purchasing services on a monthly basis during the academic year and on an annual basis to member districts for membership dues. Payment is expected within thirty days of the receipt of invoices.

H. Procedure for Amending the Budget:

1. All budget amendments shall be proposed at a public meeting of the Board.
2. Any amendment that does not result in an increase in tuition rates, membership dues or fees for services shall be approved by the Board by a majority vote.
3. Any amendment to the budget that results in an increase in the tuition rates, membership dues or fees for services shall adhere to the following procedures:
 - a. All appointed representatives shall, within ten (10) working days of the public meeting at which the amendment was first proposed, report to their member districts the content of the proposed amendment.
 - b. All amendments shall be voted on by the Board at a second public meeting of the Board no earlier than thirty (30) working days after the Board

meeting at which the amendment was first proposed; adoption shall require a majority vote.

- c. The Treasurer shall certify and transmit the amended tuition rates, membership dues and fees for services to each member district not later than ten (10) working days following the affirmative vote of the Board.

I. Financial Accounting System and Statements

1. The collaborative shall adopt and maintain a financial accounting system, in accordance with generally accepted accounting principles as prescribed by the governmental accounting standards Board and any supplemental requirements prescribed jointly by any and all applicable state or federal regulatory or funding agencies. At a minimum the accounting system shall delineate:
 - a. administration and overhead;
 - b. rental of real property;
 - c. program costs;
 - d. capital expenditures, including fixed assets, real property or the improvement of real property;
 - e. debt payments;
 - f. deposits into a capital reserve; and
 - g. all additional disclosures that are required.
2. The Board shall ensure that the collaborative annually prepares financial statements, including:
 - a. a statement of net assets (government-wide);
 - b. a statement of activities (government-wide);
 - c. a governmental funds balance sheet;
 - d. a governmental funds statement of revenues, expenditures, and changes in fund balance;
 - e. a general fund statement of revenues, expenditures and changes in fund balance budget and actual;
 - f. a statement of fiduciary net assets;
 - g. a statement of changes in fiduciary fund net assets; and
 - h. a capital plan identifying current capital obligations or future planned capital projects, as applicable.

ARTICLE VIII: PROCEDURE FOR AMENDING THE COLLABORATIVE AGREEMENT

The collaborative agreement may be amended from time to time in accordance with the following procedures:

- A. Any member district, appointed representative or the Executive Director may propose an amendment to the collaborative agreement consistent with *Robert's Rules of Order* pertaining to new business.
- B. The proposed amendment shall be presented in writing to the Executive Director of the collaborative and the chair of the Board no less than twenty (20) working days prior to a meeting of the Board at which it shall first be discussed. No less than ten (10) working days prior to the Board meeting at which the amendment is first discussed, the Executive Director shall cause copies thereof to be sent to all appointed representatives and the chairs of the school committees, together with notice as to the time and place of the first reading of the amendment.
- C. Following the first reading of any proposed amendment and any changes as requested by the Board, the Executive Director shall submit the proposed amendment to the Department for initial review.
- D. Following the Department review, the Executive Director shall make such changes as the Department requires.
- E. No less than ten (10) working days prior to the Board meeting at which the revised amendment will be discussed, the Executive Director shall cause copies thereof to be sent to all appointed representatives and the chairs of the member districts together with notice as to the time and place of the second reading of the amendment.
- F. The proposed amendment shall be read a second time at the regular meeting next subsequent to the Department review, at which time, in order to be approved, there must be a majority vote of the Board in favor of the amendment. Following approval by the Board, the amended agreement shall be submitted by the chair of the Board to the member districts for a vote to approve the amended agreement. Member districts shall not delegate the authority to approve collaborative agreements or amendments to any other person or entity.
- G. Once a majority of all member districts have approved and signed the amended agreement, the collaborative shall submit the signed amended agreement in accordance with 603 CMR 50.00 to the Commissioner of Elementary and Secondary Education for approval by the Board of Elementary and Secondary Education.
- H. No amendment to the collaborative agreement shall be effective until approved and authorized by a majority of the member districts and by the Board of Elementary and Secondary Education in accordance with M.G.L.c.40, § 4E(c).

ARTICLE IX: PROCEDURE AND TIMELINE FOR ADMITTING NEW MEMBERS

A school district or charter school, through its school committee or charter school board, may become a member of the educational collaborative consistent with the following terms:

- A. At least 180 days prior to the beginning of a new fiscal year, the prospective member district shall submit to the chair of the Board and the Executive Director of the collaborative notification of intent to join the collaborative and a copy of the school committee/charter school board minutes that indicates an affirmative vote of the committee/charter school board to seek membership in the collaborative.
- B. Upon receipt of the prospective member district's notification of intent to join the collaborative and the minutes, the Board will consider the request.
- C. Upon a majority affirmative vote of the Board, the collaborative agreement shall be amended, consistent with Article VIII of this agreement, to add the new member district or charter school board.
- D. The amendment may provide for the deferral of the admission of a new member district/charter school until July 1 of the subsequent fiscal year.
- E. The admission of a new member district/charter school board to the educational collaborative shall become effective only after the execution and delivery by the current member districts and the applicant school committee or charter school board of an amendment to the collaborative agreement agreeing to be bound by all the terms and conditions thereof, and approval by the Board of Elementary and Secondary Education.
- F. A school committee or charter school board may be admitted to the collaborative as of July 1st of any fiscal year provided that all required approvals, including that of the Board of Elementary and Secondary Education, are obtained by the preceding April 30th of the fiscal year prior to the fiscal year in which the new member is to be admitted to the collaborative.

ARTICLE X: PROCEDURE AND TIMELINE FOR WITHDRAWAL OF CURRENT MEMBER DISTRICT(S)

- A. A member district may withdraw from Shore as of July 1st in any year provided that such member district provides written notice to every other member district that is party to this agreement as well as to the Executive Director of the collaborative and the collaborative Board of such intent at least 180 days before the end of such fiscal year, and provided that the Board of Elementary and Secondary Education has approved the withdrawal by April 30th of the fiscal year in which the withdrawal is to occur.
- B. Written notification of a member district's intent to withdraw from the collaborative at the end of a fiscal year shall include the following:
 - 1. Notification addressed to the chair of the Board and the Executive Director that the member district has voted to withdraw from the collaborative with the effective date of withdrawal; and
 - 2. A copy of the minutes from the school committee meeting in which the member district voted to withdraw from the collaborative.

- C. Within thirty (30) days of notification of a member district's intent to withdraw from the collaborative, an amendment shall be prepared to reflect changes in the agreement caused as the result of the change in membership of the collaborative. The amended agreement, in accordance with Article VIII, must be approved by a majority vote of the Shore Board as well as a majority of the member districts, and submitted to the Commissioner for approval by the Board of Elementary and Secondary Education.
- D. Upon withdrawal, a former member district shall not be entitled to any assets or a portion of any assets of the collaborative, including any surplus funds that may have been carried over from prior years and any capital reserve fund that may have been established by the Board.
- E. The withdrawing school committee must fulfill all of its financial obligations and commitments to the collaborative.
- F. A school committee which has withdrawn from the collaborative will continue to be liable to the collaborative for its pro-rata share of any debts, claims, demands, or judgments against the collaborative, incurred during said school committee's membership. This pro-rata percentage will be determined by averaging the three most recent fiscal years' purchase of services by this school district relative to all other revenue collected from member districts. Upon withdrawal, the withdrawing district will be reimbursed any funds prepaid to the collaborative by the member district for tuition or services under M.G.L. c. 40, § 4E.
- G. The withdrawal of any member district(s) at any time shall not affect the status of the collaborative agreement and the same shall remain in full force and effect until specifically amended. If, after the withdrawal of a member district(s), less than two member districts remain, the collaborative Board will initiate termination proceedings as provided in Article XI.

ARTICLE XI: PROCEDURE FOR TERMINATION OF THE COLLABORATIVE AGREEMENT

- A. A member district may request that the Board initiate proceedings to terminate this collaborative agreement by giving written notice to all other member districts and the Executive Director at least *twelve (12) months* before the end of the current fiscal year.
- B. Within thirty (30) days of a request that the Board initiate termination proceedings, the Board shall discuss the request to terminate the collaborative and determine next steps. A two-thirds (2/3) vote of the collaborative Board is required in order to initiate termination proceedings. Should the Board vote to initiate termination proceedings, notice must be provided to all member districts within ten (10) working days of such vote.
- C. The collaborative agreement shall only be terminated at the end of a fiscal year.

- D. The collaborative agreement shall be terminated at the end of any fiscal year following votes in favor of termination by two-thirds (2/3) of the member districts.
- E. Following the affirmative votes of the member districts to terminate this collaborative agreement, the Executive Director shall inform the member districts and non-member districts who are served by the collaborative and the Department, in writing, 180 days prior to the effective date of any termination.
- F. Following the affirmative votes of the member districts to terminate the collaborative agreement, a final independent audit will take place and will be provided to all appointed representatives and member districts as well as to the Department, including an accounting of assets and liabilities (debts and obligations) of the collaborative and the proposed disposition of same.
- G. Prior to termination, the Board shall:
 - 1. determine the fair market value of all assets for the collaborative, including, but not limited to, real estate, capital property, equipment and supplies owned by the collaborative;
 - 2. determine the process for the appropriate disposition of federal/state funds;
 - 3. identify the member district responsible for maintaining all fiscal records;
 - 4. identify the member districts responsible for maintaining student, employee and program records;
 - 5. determine the means of meeting all liabilities (debts and obligations) of the collaborative, including obligations for post-employment benefits. All liabilities must be met before any monies are distributed to member districts;
 - 6. distribute surplus funds or capital reserve funds to the member districts on a pro rata basis, that is: each member district share will be apportioned its percentage of charges paid to Shore through tuitions, fees for service, and other administrative or program charges. This percentage shall be calculated by averaging charges paid over the three most recent years and;
 - 7. ensure the appropriate disposition of all assets of the collaborative, including any unencumbered funds held by the collaborative, and any capital property and real estate owned by the collaborative. Unless the Board determines otherwise, all assets shall be sold and the monies shall be distributed to the member districts on a pro rata basis, as determined in Article XI, Section G.6.
- H. Following the affirmative vote of the member districts to terminate the collaborative agreement, the Board shall notify the Department of the official termination date of the collaborative, and shall submit the documentation required by 603 CMR 50.11 to the Department.
- I. Should the Department revoke and/or suspend the approval of the educational collaborative agreement, the Board will follow all instructions from the Department, and Articles XI. E through XI. H, inclusive, shall be implemented to the extent these procedures

are consistent with the order of the Department terminating the collaborative agreement.

ARTICLE XII: INDEMNIFICATION

Neither the Executive Director nor any appointed representative to the Board shall be liable to the collaborative or to any member district hereof for any act or omission of the Executive Director or any appointed representative or be held personally liable in connection with the affairs of the collaborative except only arising out of the Executive Director or appointed representative's own willful misfeasance, bad faith, gross negligence or reckless disregard of duty of the collaborative or its member districts.

Neither the Executive Director nor any appointed representative to the Board or member district shall be personally liable for any debt, claim, demand, judgment, decree, liability or obligation of any kind or, against or with respect to the collaborative and the collaborative shall be solely liable therefore and resort shall be had exclusively to the collaborative property for the payment of performance thereof and each appointed representative, member district and any Executive Director shall be entitled to full indemnity and full reimbursement out of collaborative property, including, without limitation, fees and disbursements of counsel, if, contrary to the provisions hereof, such appointed representative, Executive Director or member district shall be held personally liable. Any person dealing with the collaborative shall be informed of the substance of this provision except that any such person need not be informed of the indemnification contained herein and, where the Board deems it appropriate, documents or instruments executed by or by authority of the Board shall contain reference hereto.

The Executive Director and his legal representatives and each appointed representative to the Board and his legal representatives and each member district and its legal representatives shall be indemnified by the collaborative against all liabilities and expenses, exclusive of amounts paid to the collaborative, including judgments, fines, penalties, amounts paid in settlement and counsel fees, incurred in reasonable settlement of any action, suit or proceeding to which such appointed representative to the Board, member district or Executive Director or his/its legal representatives may be made a party or otherwise involved by reason or his/its capacity as appointed representative, Executive Director or member district, except only liabilities and expenses arising out of his/its own willful misfeasance, bad faith, gross negligence or reckless disregard of duty to the collaborative as finally adjudged in such action or, in the event of settlement or termination of such action without final adjudication, as determined by independent counsel for the collaborative. Said right of indemnification shall be in addition to any other rights to which such appointed representative to the Board or Executive Director or member district may be entitled as a matter of law or which may be lawfully granted to him/it.

ARTICLE XIII: NON-DISCRIMINATION

Shore Educational Collaborative does not discriminate on the basis of race, color, sex, gender identity, religion, national origin, disability or sexual orientation and ensures that all participants have equal rights of access and equal enjoyment of the opportunities, advantages, privileges and courses of study.

Shore Educational Collaborative is an Equal Opportunity Employer.

This agreement shall take effect on the date of approval by the Board of Elementary and Secondary Education and shall continue indefinitely. This agreement has been approved by duly authorized votes at public meetings held by the individual school committees whose chairpersons have signed below.

Date of first reading of the Shore Collaborative Agreement by the Shore Educational Collaborative Board of Directors: **May 13, 2014**

Date of second reading of the Shore Collaborative Agreement by the Shore Educational Collaborative Board of Directors: **June 10, 2014**

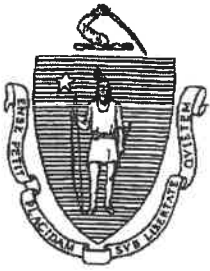
Date approved by the Shore Educational Collaborative Board of Directors: **June 10, 2014**

Dates approved by member school committees:

<u>Cambridge</u>	<u>November 1, 2016</u>
<u>Chelsea</u>	<u>May 22, 2015</u>
<u>Everett</u>	<u>May 18, 2016</u>
<u>Malden</u>	<u>May 4, 2015</u>
<u>Medford</u>	<u>June 9, 2015</u>
<u>Revere</u>	<u>April 17, 2015</u>
<u>Saugus</u>	<u>May 7, 2015</u>
<u>Somerville</u>	<u>April 27, 2015</u>
<u>Winthrop</u>	<u>May 4, 2015</u>

Approved by the Board of Elementary and Secondary Education:

Commissioner Mitchell D. Chester, Ed.D **November 22, 2016**



Massachusetts Department of Elementary and Secondary Education

75 Pleasant Street, Malden, Massachusetts 02148-4906

Telephone: (781) 338-3000
TTY: N.E.T. Relay 1-800-439-2370

Mitchell D. Chester, Ed.D.
Commissioner

November 22, 2016

Jacki Clark, Executive Director
Shore Educational Collaborative
100 Revere Beach Parkway
Chelsea, MA 02150

Re: Amended Collaborative Agreement

Dear Executive Director Clark:

On behalf of the Board of Elementary and Secondary Education, I am happy to inform you that I have approved the amended collaborative agreement for the Shore Educational Collaborative.

The collaborative agreement was amended as required by recent amendments to M.G.L. c. 40, § 4E and new regulations, 603 C.M.R. 50.00. The collaborative is comprised of the following member school committees: Cambridge, Chelsea, Everett, Malden, Medford, Revere, Saugus, Somerville, and Winthrop Public Schools.

Please inform the Collaborative Board of Directors of this approval and request that they inform their member school committees. Please also assure your board of our continued support of your collaborative efforts to supplement and strengthen the programs of your member school committees.

Thank you for your assistance throughout this process. Should you have any questions, please contact Paulajo Gaines, Collaborative Coordinator, at 781-338-6540.

Sincerely,

A handwritten signature in dark ink, appearing to read "Mitch D. Chester", written over a light blue horizontal line.

Mitchell D. Chester, Ed.D.
Commissioner of Elementary and Secondary Education

c: Debra M. Comfort, Associate General Counsel



New Mission:

Shore's mission is to educate, enrich, and inspire children and adults with disabilities to reach their full potential. We accomplish this in supportive learning environments where our dedicated staff value and respect everyone's unique gifts.

Shore Vision

We believe that every person at Shore can grow, learn, and achieve goals that are meaningful for them.

Values

Individuals First

We place the interests and needs of our students and adult individuals first.

Excellence

We strive to be exceptional in our programs and in our professions.

Respect

We value our community of diverse backgrounds, experiences, beliefs, and perspectives and strive to deepen our understanding of one another.

Compassion

We are kind and empathetic to the extraordinary people we serve and their families.

Integrity

We make our decisions based on honesty and strong moral principles.

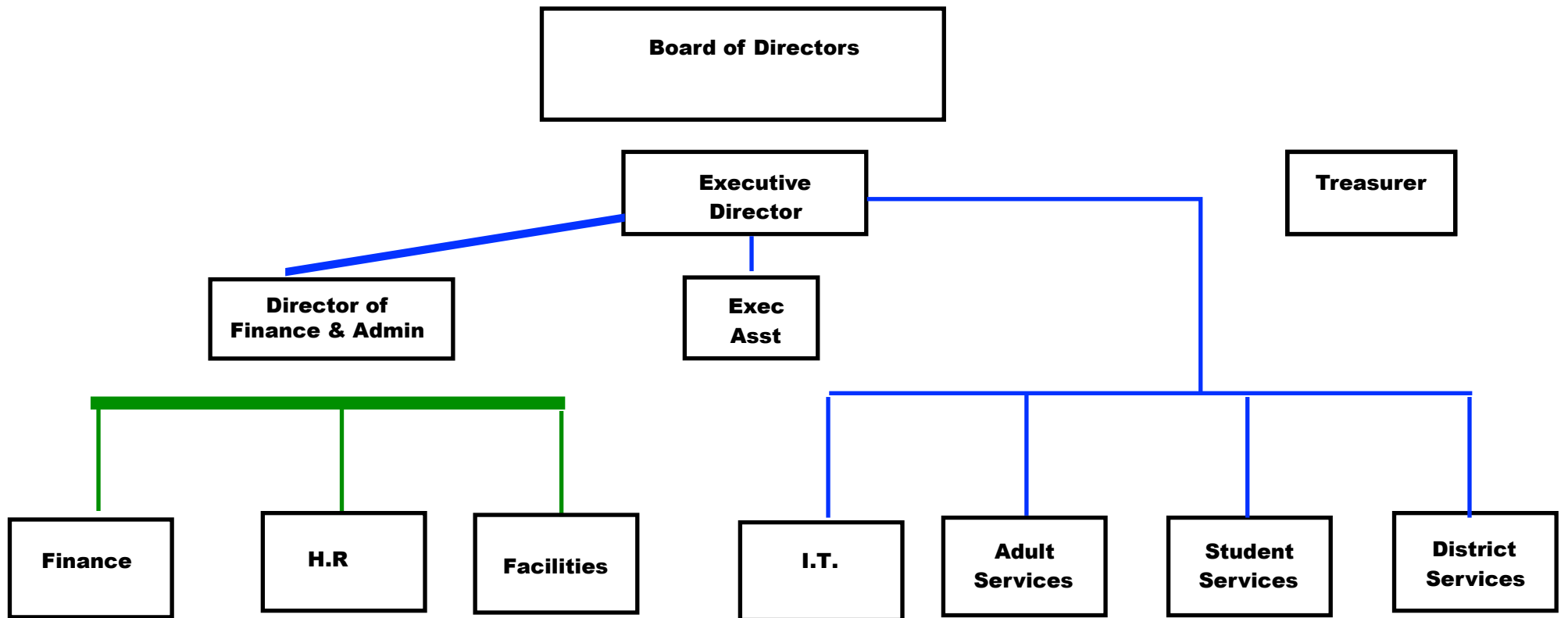
Accountability

We accept ownership for our decisions and commitments.

Tagline

Educate ~ Enrich ~ Inspire

Shore Educational Collaborative



Executive Director:
Jacki

Program
Coordinator:
Chelsea
Donna

Program
Coordinator:
Peabody
Michelle

Program
Coordinator:
Woburn
Kate

Program Managers

Nurses

Physical Therapists
Occupational Therapists
Speech & Language
Pathologists

BCBA

Secretaries

Direct Support Professionals 2
DSP2's

Direct Support Professionals 1
DSP 1's

ORGANIZATIONAL STRUCTURE RELATED TO ADULT SERVICES

DESCRIPTION:

The organizational structure of the Shore Educational Collaborative is identified on the attached chart. The governing Board of Directors is comprised of representatives identified by each member district school committee. The Executive Director reports to the Board of Directors and he/she is then ultimately responsible for the supervision and guidance of each Division of Shore. In its current structure, the Executive Director directly supervises the Services' Divisions and the Director of Finance. The Director of Finance directly supervises Administration (Finance and Operations, i.e. Information Technology and Facilities).

Shore Educational Collaborative is divided into four Divisions each having their own unique and distinct functions but interfacing through a Leadership Team for the entire organization. This team consists of leaders in each division, and is responsible for implementing consistent and efficient systems, policies, procedures, performance outcomes, and setting strategic and logistical goals and priorities for the organization. Leadership meetings are held once a month and the team holds a two-day retreat in the spring.

The Adult Services Division operates all programs and services for individuals with disabilities, over the age of 22. The Division is regulated by the Department of Developmental Services (DDS) and the Division of Medical Assistance (MassHealth), and accredited by the Commission and Accreditation for Rehabilitation Facilities (CARF).

The Adult Division is under the supervisory purview of the Executive Director. The division is led by three Program Coordinators, who each operate their own program & facility, and report to the Executive Director. Program Coordinators are responsible for the operations of all services, personnel, site security, health, and safety. The Adult Services Leadership Team (the ED and three PC's) meet weekly to discuss referrals, critical and/or ad hoc issues regarding individuals or staff, programmatic, policy, quality assurance, and facility issues.

Each Adult Services' Program has a management team, led by its Program Coordinator. Teams include each sites' Program Managers, Nurses, Occupational, Therapy and Speech Therapists, and BCBA. In addition to managing program issues, these teams meet once or twice a month to review all individuals' quarterly progress.

Direct Support Professionals (DSP) 1's and 2's are the heart of every Program and Team. DSP2's may serve "specialty" roles such as Curriculum, Community Based Integration, and Case Management. Or the DSP2s take "the lead" role in operations of the room to which they're assigned, managing lunch coverage and other daily activities, along with the group's Program Manager. DSP 1's and 2's work daily with their groups of individuals, regardless of the service (day hab, CBDS, or employment). This model: of staff becoming trusted, consistent, experts with the individuals with whom they work, regardless of the service or activity that is scheduled has proven to be the best. Behavior, health, therapeutic, communication needs and styles are the hardest and most important to master, so Direct Support Professionals who become these experts, assist individuals from transportation in and out of the programs to all activities throughout their days.

SHORE POLICIES AND PROCEDURES: ADULT SERVICES DIVISION

TITLE: SUCCESSION PLAN

POLICY: Through ongoing and thoughtful planning, Shore's succession plan ensures continuity of services and operations in the event of a change in key leadership positions. Moreover, Shore's Leadership Team will consistently identify pathways to career advancement along with professional development, experiences, and coaching for employees who have the skills and interests to take on leadership roles.

PROCEDURES:

1. In the event of a short, long term or permanent absence of a critical leadership position, advanced consideration and planning will be given to ensure that there is no disruption to service, educational or business operations.
2. In each division/department, consideration will be given to cross training so that a "back-up", at least in the short term can fulfill the responsibilities of a critical position in the event of an emergency.
3. Division leaders will work to identify employees who have the potential and desire to move into leadership roles. Professional development opportunities should be offered and whenever possible, identified as goals in performance appraisals.
4. The Board has conferred the authority to sign legal documents, contracts and checks to at least two senior, executive-level leaders to ensure continuity of operations. Board Counsel is informed, in writing, prior to proposing signatory changes to the Board.
5. With regard to an unexpected temporary or permanent exodus by the Executive Director, the Director of Administration and Finance will take over operations until such time that a regularly scheduled or emergency Board meeting is held to name her Interim Executive Director for the period of time appropriate to the situation and the preference of the Board.

SHORE POLICIES AND PROCEDURES: ADULT SERVICES DIVISION

TITLE: ETHICAL CONDUCT

POLICY: The highest standard of ethical conduct is expected of every employee, professional consultant, volunteer, administrator, and Board member of Shore. In order to instill the highest level of confidence in the services we provide to the individuals and families who seek our support, every person associated with Shore must work to earn our participants' respect, trust and confidence. Although many of the principles are listed below, ethical conduct is not limited to only these. In every area, it is expected that Shore employees, representatives, and associates will behave in a manner that is lawful, honest, reflects good judgment, and sensitivity to others.

GUIDELINES AND PRINCIPLES:

Compliance with Laws and Regulations – All of Shore practices will be conducted in compliance with all applicable laws and regulations. It is the responsibility of Shore employees and associates to understand the applicable laws and seek legal advice when necessary.

Fraud – Misuse of program materials, vehicles, computers, funds, or misrepresenting or exploiting your affiliation with the organization for personal gain will all be considered fraudulent and will not be tolerated by Shore.

Service Delivery – Services will be provided in accordance with all applicable regulations and contracts as well as individual support and educational plans.

Business Practices– Shore's financial statements and all books and records on which they are based must be a complete and accurate reflection of all income, disbursements and transactions.

Copyright and Plagiarism – Employees must adhere to legal and ethical standards with respect to copyright protected books, articles, instructional materials, videos, computer software, etc. Materials must not be reproduced without appropriate licensing agreements to do so.

Employee and Student/Individual Confidentiality – Shore will only collect personal information on employees, students and individuals that is necessary and functional for the purposes of employment, service provision, health and safety. This information will be stored and maintained in the strictest confidence and will only be released to those not authorized with the written consent of the employee or individual/student.

Professional/Non Discriminative Behavior – Professional and ethical conduct is mandated in the areas of respectful interactions with individuals and co-workers. Any instances of behavior that may be construed as harassing, harmful, negligent, or discriminatory will not be tolerated by Shore.

Conflicts of Interest – Any relationship or interest which may conflict or appear to conflict with the interests of Shore must be avoided and/or the relationship must be disclosed to the attention of one's Division Director, the Executive Director or the Chairman of the Board.

SHORE POLICIES AND PROCEDURES: ADULT SERVICES DIVISION

Retaliation and Whistleblowing – Any employee who reports to management or to law or regulatory enforcement agencies violations of policies, laws or regulations will suffer no retaliation or retribution for making such a report.

SHORE POLICIES AND PROCEDURES: STUDENT SERVICES DIVISION

TITLE: NON-DISCRIMINATION

POLICY: With regard to admission, access, education, treatment, employment, business and all other transactions, Shore Educational Collaborative does not discriminate against students, program participants, families, employees, or the general public on the basis of race, color, national origin, sex, sexual orientation, age, religion, genetic information, gender identity, disability (type or acuity), citizenship status, limited English speaking ability, military service, or homelessness. Students, program participants, their families, and Shore employees will be given equal access to all of Shore's benefits, activities, and services. Questions or complaints related to possible discrimination as it relates to any of the protected classes as legislated by: Title VI of the Civil Rights Act of 1964 (Title VI), Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973 (Section 504) and Title II of the Americans with Disabilities Act of 1990 (ADA); the Age Discrimination Act of 1974 (Age Discrimination Act), Chapter 622 of the Acts of 1971 (M.E. c.76, §5), and Chapter 151B of the General Laws, should be directed to:

Kristin Shaver, Executive Director or
Amaber De Los Santos, Human Resources Administrator

In addition, complaints may be directed to the Massachusetts Department of Elementary and Secondary Education, the Massachusetts Commission Against Discrimination, or the United States Department of Education Office for Civil Rights.

PROCEDURES:

1. Employees, students, families, adult clients, applicants, contractors, and others who have an affiliation with Shore and/or are on Shore owned or leased property conducting business shall be treated with respect. Discrimination of any kind will not be tolerated.
2. Employees, students, and families will be given equal access to all of Shore's benefits for which they are eligible; activities (including extracurricular activities), scholarships, services, and considerations. In addition, policies will be applied consistently, without regard to any of the protected qualities or conditions cited above.
3. Those who experience discrimination may file a complaint with any Shore Program Administrator, including the HR Administrator and the Executive Director.
4. After reporting an allegation of discrimination or in lieu of a verbal report, person(s) will be directed to document the complaint using a complaint/grievance form (available on Shore's website) or in any way that is preferable.
5. A Shore Administrator will investigate this complaint in a timely fashion, contacting the aggrieved person within (5) business days to begin an inquiry into the allegation. Such investigation may include identification and questioning of witnesses and other appropriate short-term actions. Confidentiality of the grievant and other respondents and witnesses will be maintained, to the extent consistent with Shore's obligations relating to investigation of complaints and due process

SHORE POLICIES AND PROCEDURES: STUDENT SERVICES DIVISION

- rights of all involved. Shore will disclose the complete contents of an investigation only to those persons who have a “need to know.”
6. Appropriate actions will be taken based on the findings of the investigation. Individuals bringing the complaint have a right to appeal to the Executive Director if they are not satisfied with the outcome. The appeal should be made in writing within (10) days of the close of the investigation. The Executive Director will make contact with the complainant(s) about their appeal within (5) business days of receiving the appeal. The decision of the Executive Director is final.
 7. The federal agency responsible for enforcing laws prohibiting harassment or discrimination for students is the United States Department of Education Office for Civil Rights. The state agencies responsible for hearing complaints and for enforcing anti-discrimination laws are the Massachusetts Department of Elementary and Secondary Education and the Massachusetts Commission Against Discrimination.
 8. There will be no retaliation or disruption/termination of services or employment for making a complaint of discrimination or unfair treatment

SHORE POLICIES AND PROCEDURES: ADULT SERVICES DIVISION

TITLE: POTENTIAL CONFLICT OF INTEREST

POLICY: Shore Educational Collaborative is an unincorporated organization that was formed pursuant to a special state statute that provides for educational programs. Shore Educational Collaborative under the direction of its Board of Directors, Executive Director, General Counsel, and Auditing Firm, will ensure that all guidelines and laws regarding disclosure and potential conflicts of interest are adhered to as defined by the Executive Office of Human Services, the State Ethics Commission, the Department of Elementary and Secondary Education, the Department of Developmental Services, the Division of Medical Assistance, and any parties who fund and/or regulate Shore individuals.

PROCEDURE:

1. All Board Members will review and sign a related party and potential conflict of interest document upon appointment. In addition, any conflict of interest/potential conflict of interest that arises at other times throughout the year and/or specific to a given discussion and vote, Board members will disclose the issue in a public meeting.
2. Board Members may recuse themselves from the discussion and vote on the matters that present a conflict of interest or may be excluded by the Board Chair/Board Counsel from discussion and vote.
3. If there is disagreement or uncertainty about where an issue represents a conflict or what the course of action should be, the Board will table that item for discussion until there is further investigation and advice from Legal Counsel or State Ethics Commission.



Educational Collaborative 201 Crescent Ave, Chelsea, MA 02150 Tel 57-776-6875

CORPORATE RESPONSIBILITY & LEGAL REQUIREMENTS

Shore Educational Collaborative is committed to integrity, honesty, high ethical standards in service provision, business transactions, and the comportment of its employees, leaders and directors. These values are communicated to our stakeholders and business associates in a variety of ways, most importantly, through the high-quality education and services and that we deliver, the integrity of our business practices, and the safe and clean facilities that we operate.

Long before an independent audit was required, Shore engaged an independent auditing firm on an annual basis to conduct a financial audit as well as an audit of its internal controls and processes. As part of this process, interviews are conducted with a sampling of employees to “test for” fraud or opportunities for fraud to occur. To date, there have been no material findings in this area.

Shore does not tolerate mistreatment, including negligence, of students and adults; dishonesty; theft; fraud; hostile or disrespectful speech or behavior; or any other conduct that violates ethical, legal or corporate citizenship codes or standards. Any person who witnesses or suspects wrongdoing should immediately report this to any administrator with whom they feel comfortable. There will never be disciplinary or any other retaliatory action taken for reporting. Allegations will be investigated by the Executive Director or by an independent investigator if circumstances warrant this.

Legal Requirements

Shore will follow all applicable laws and regulations that pertain on the local, state and federal levels. In the event that a legal action or dispute is brought against Shore, the Executive Director should be notified. For example, arrest or search warrants, restraining orders, subpoenas, summons, custody orders, or litigation regarding any employee, individual, student or Board member of Shore should be conveyed to the Executive Director as soon as possible. It is the Director’s responsibility to notify the Board Counsel and Chairperson.

Upon advice of Counsel, the Executive Director will ensure compliance with all subpoenas. Prior to releasing information that is related to a subpoena, the Executive Director will conduct a final review and approval.

Search and arrest warrants must be brought to the immediate attention of the Executive Director. The Director will work with law enforcement regarding the least intrusive, disruptive manner to execute the order. Shore will cooperate with all investigations conducted by law enforcement, the district attorneys’ office, DPPC, DCF, Elder Abuse, and all other regulatory authorities.

Informed Consent

Individuals served who are presumed competent will be given complete information, including risks, if any, associated with the issue/decision for which consent is sought.

SHORE POLICIES AND PROCEDURES

TITLE: Acceptance of Gifts and Grants

PROCEDURES:

1. The Executive Director of Shore may, with the approval of the Board of Directors, accept gifts, grants and donations for educational purposes deemed consistent with the goals, policies, programs and the best interests of the Collaborative. All gifts which are accepted on behalf of the Shore Collaborative shall be paid to the Board of Directors of the Collaborative and will become the property of the Collaborative.
2. Individuals or organizations wishing to donate to Shore Collaborative should indicate the purpose of the gift in an accompanying letter or through the website. It is understood that a gift is a voluntary transfer of property given gratuitously and without consideration. Any interest generated from the temporary investment of the gift shall remain with the principal and be used in a manner consistent with the gift. The Board reserves the right to decline restricted gifts that are not consistent with other policies and procedures or with the Collaborative's goals and priorities. The Executive Director/designee will acknowledge gifts given, in writing, to the donor.
3. Any equipment and/or supplies to be donated must be reviewed by the Executive Director or his/her designee to determine acceptability with regard to safety, compatibility with other equipment, installation and maintenance costs, and general impact upon the function of Shore programs.
4. The Board of Directors encourages grant funding proposals and applications for any projects that support Shore programs and services in beneficial ways. To this end, the Executive Director or his or her designee will seek to be informed about appropriate private, state and federal grant opportunities. Upon filing applications for such grant money, the Executive Director shall inform the Board of Directors via a memorandum explaining the purpose of the proposal and its relationship to the mission and programs of the Collaborative.

Shore Educational Collaborative
SEXUAL HARASSMENT/ TITLE IX POLICY

Definitions

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

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

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

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

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

The following additional definitions apply:

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

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

"Consent" means cooperation in act or attitude pursuant to an exercise of free will of a

conscious person with informed knowledge of the nature of the act or actions. A current or previous relationship shall not be sufficient to constitute consent. Consent will not be found when submission to the act or actions is undertaken due the influence of fear, fraud, forcible compulsion, threats, and/ or the complainant possessed any legal incapacity to consent at the time of the act or actions. Consent is a defense to all types of sexual harassment.

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

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

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

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

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

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

Complaints and Reports of Sexual Harassment

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

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

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

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

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

Kristin Shaver, Director of Finance and Administration
100 Crescent Ave Chelsea, Ma 02150
857-776-6838
kshaver@shorecollaborative.org

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

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

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

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

Written Notice

Before any investigation can begin, Shore must send written notice to both parties including sufficient details. Sufficient details include the identities of the parties involved in the incident, if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident, if known. The written notice includes a statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the grievance process. The written informs the parties that they may have an advisor of their choice, who may be, but is not required to be, an attorney, and may inspect and review evidence. It is important to note that Shore's written notice informs the parties that knowingly making false statements or knowingly submitting false information during the grievance process. Additional action and/or investigation may be needed should knowingly misleading statements either verbally or in writing are made.

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

Informal Resolution

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

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

If the complainant and the respondent feel that their grievances have been sufficiently addressed via informal resolution, then no further action needs to be taken. This voluntary conversation

must occur within five (5) school days after receiving the complaint of discrimination or harassment, unless both parties agree otherwise. The results of an informal resolution shall be maintained by the facilitator, and located in a locked file the Shore administrative offices.

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

Investigation

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

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

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

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

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

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

Findings of Responsibility

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

Before the district can determine responsibility, an investigative report will be sent to the parties and the decision-maker will offer both the complainant and respondent the opportunity to submit proposed relevant, written questions to ask of any party or witness, to respond to questions posed by another party, and to offer additional limited follow-up. Questions and evidence about the

complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent. The decision-maker(s) must explain to the party proposing the questions any decision to exclude a question as not relevant.

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

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

The written determination must be issued to both parties simultaneously and must include:

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

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

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

Records

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

Training

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

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

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

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

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

Appeals

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

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

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

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

Contact information for Chair of the Shore Board of Directors:
Paul Ruseau, Chairperson Shore Board of Directors
pruseau@shorecollaborative.org

External Grievance Procedure

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

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

OR

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

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

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

OR

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

OR

The Equal Employment Opportunities Commission

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

Referral to Law Enforcement, Other Agencies

Some alleged conduct may constitute both a violation of District policies and criminal activity. The building Principal, coordinator, Superintendent, or designee will refer matters to law enforcement and other agencies as appropriate under the law or District policy, and inform the complainant/ alleged victim of the right to file a criminal complaint.

Retaliation

Complainants and those who participate in the complaint resolution process or who otherwise oppose in a reasonable manner an act or policy believed to constitute discrimination are protected from retaliation by law and Shore policy. The coordinator or designee will inform all involved individuals that retaliation is prohibited, and that anyone who feels that they have experienced retaliation for filing a complaint or participating in the resolution process should inform the coordinator. The coordinator will investigate reports of retaliation and, where retaliation is found, take separate remedial and disciplinary action.

Important links to file a complaint, address retaliation or dissatisfaction with a decision:

Discrimination Complaint form:

<https://docs.google.com/forms/d/e/1FAIpQLSfeC3Z28wHcHoBFWorDUq1MkNho-t0LLRIhfIUQHf3uHxwvRQ/viewform?vc=0&c=0&w=1&flr=0&gxids=7757>

Retaliation & Dissatisfaction (Grievance) Form:

https://docs.google.com/forms/d/e/1FAIpQLScvL-uZYx5brRf_IS6WHYf34nfYgXcqfVR-FX9t2Q6D2TV-aQ/viewform?vc=0&c=0&w=1&flr=0&gxids=7757

If you have difficulty with either link, please email Dr. Patricia Mason and the form(s) will be shared directly.



SECTION 2

SAFEGUARDING RIGHTS AND LEGAL PROTECTIONS

YOUR HUMAN RIGHTS

Shore Educational Collaborative



DISCRIMINATION

You may not be discriminated against because of your race, gender, age, religious beliefs, citizenship status, sexual orientation, disability, or financial status. Everyone should always be treated equally and fairly.

RELIGION

You have the right to freedom of thought and religion. This right includes the freedom to change your religion or belief, and the freedom to practice and observe your religion.



VOTING

If you are a U.S. citizen (either by birth or naturalization), meet state residency requirements, and are at least 18 years old, you have the right to vote. You also have the right to reasonable assistance with registering to vote, getting to the polls and casting your vote.

ACCESSIBILITY

You have the right to a barrier-free program. This includes the right and ability to access all places within the program; as well as the right to access information and activities in ways that best suit you. You have a right to accommodations that enable you to do the same things as everyone else.



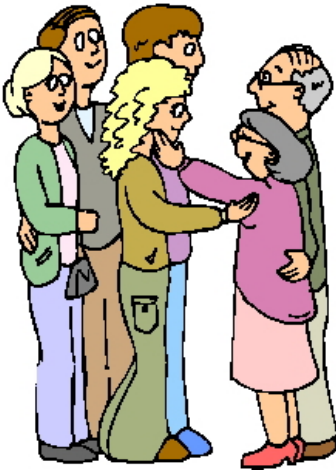


COMMUNICATION

You have the right to reasonable access to a telephone to make and receive calls, and you have the right to privacy while you use the phone. You have the right to receive assistance, if you need it, to make and receive calls.

You have the right to send and receive mail. No one else may open or read your mail unless they have your permission. You have the right to

communicate with others and to receive assistance, if you need it, to correspond with others through mail, email, social media, text or phone.



VISITING

You have the right to receive visitors during day program hours from your family, friends, attorney, advocates, doctors or clergy. You also have the right to refuse visitors. You have the right to meet with your visitor(s) in private. In certain circumstances, visitors may be restricted from seeing you, or meeting with you in private, if the visit could harm you in some way. You or your visitor have the right to appeal decisions in which a visit is denied or restricted.

BASIC GOODS AND SERVICES



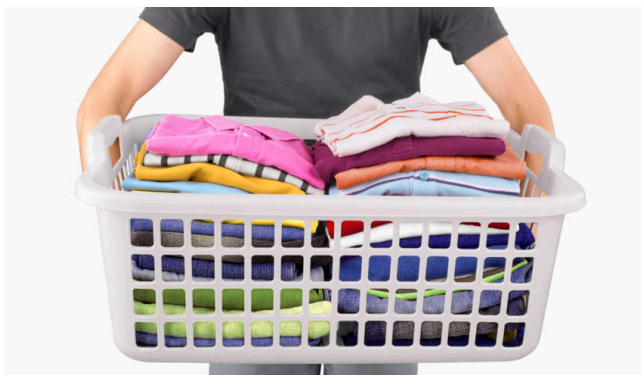
You have the right to nutritious meals and snacks. You should be given choices regarding the foods you eat. You should be allowed to participate in grocery shopping and meal planning so that you can enjoy the foods and drinks that you like. Your doctor may make recommendations to protect your health that limit or restrict you from having certain kinds of foods and drinks, or require that your food and/or drinks be prepared to a texture that is safer to swallow. If your doctor makes a recommendation that you don't agree with, you have the right to appeal. Your doctor and support team should discuss this with you and try to come up with an acceptable health care plan.

You have the right to exercise and to participate in fun, recreational activities everyday. You should be able to participate in the activities that you like to do.



You have the right to drink water and use the bathroom any time you want. Your support team may help you develop a reasonable schedule if it is in your best interest to do so. Your doctor may also recommend restrictions if you have certain medical conditions to protect your health.

You have the right to socialize with other people. Your support team can help you connect with others, and develop or maintain relationships if you need assistance.



You have the right to your own neat, clean, fashionable clothing that is appropriate to each season and weather condition. You have the right to choose which clothes to purchase and wear, and the right to any assistance you may need to maintain your clothing properly.

If you buy something, it belongs to you and no one can take it away from you. **You also have the right to a private and secure storage space for your belongings. You have the right to purchase, keep, use, or throw away your possessions.** In certain circumstances, the possessions you bring to Shore may be restricted, especially if they could seriously harm you or someone else.

During day program hours, you may be asked to put your belongings away somewhere for safe keeping and limit use to appropriate times in your schedule. The program can keep your belongings locked up in a secure location for you when they are not in use.



PERSONAL MEDICAL TREATMENT

You have the right to see a doctor, dentist, psychiatrist or other healthcare provider whenever you need to. Your healthcare providers should explain to you anything that they may find medically wrong with you, what treatment options are available, and the opportunity to choose your treatment. You have the right to be informed of the risks and side effects of any healthcare treatment. You have the right to refuse treatment, except in life-threatening, emergency situations. The nurses at Shore are dedicated to supporting your medical needs and advocating for your right to quality healthcare.

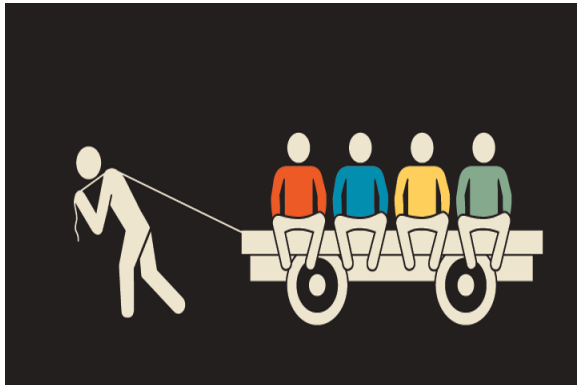
FUNDS

You have the right to manage and spend your money. You may have a guardian, conservator or representative payee appointed to assist you with managing your money responsibly. Assistance with your money must be provided in the least restrictive manner possible to meet your needs. Records must be kept of all the financial transactions made on your behalf and you may have access to these records at any time. Your money can only be used for your benefit, in accordance with your preferences, and cannot be used for items or services that the program is supposed to provide for you.



LABOR

Part of your plan for day program services may include learning and practicing the skills to help you perform typical housekeeping tasks more independently. These activities may include cooking/meal preparation, cleaning and laundry. However, the program cannot use you to work for free to perform jobs that would otherwise be performed by compensated Shore employees. If your service plan includes opportunities for employment, you will be paid fairly (at least minimum wage) for the work that you do. You have the right to refuse to perform work-related tasks at any time.



EXPLOITATION

You have the right to live free from exploitation. *Exploitation is when someone treats you unfairly for their own beneficial gain.* People with disabilities can be especially vulnerable to exploitation, which can take place in many ways. Financial exploitation: When someone is intentionally paid less than other workers doing the same job, or when someone has personal funds removed from their accounts without their

permission. Sexual exploitation: When someone is forced into prostitution. Exploitation for entertainment: When someone is used as a source of entertainment; such as, being physically assaulted by a group or being forced to engage in demeaning activities for the amusement of others. Commercial exploitation: When someone's information or images are used to advertise disability services or as part of a campaign to raise money. No one may use information about you or pictures of you publicly without your informed consent, in writing. You have the right to keep your name, address and photograph private.

RECORDS

You or your guardian have the right to review your records at Shore. Although your records are generally private and not open to public inspection, there are certain instances when your records may be made available to specifically identified people. For example, your attorney, physician, DPPC investigator or professional service accreditation representatives. We document who, outside of Shore personnel, has looked at your confidential records, and you may access this information at any time.





RESEARCH

No one can perform research testing or experiments on you without your permission. **You or your legal guardian have the right to decide if you will participate in any research projects.** If so, you must be asked to provide informed consent in writing. You have the right to say no to taking part in a study or experiment.

PERSON-CENTERED SERVICE PLANNING

You have a right to services that support you in having a healthy, happy and meaningful life. You are the most important person at your service planning meetings and you have the right to make choices regarding the services you receive. **You also have the right to decide who you want to be part of your support team.** It's helpful to have people you trust; who know you well and understand what you like and don't like. The people who support you should give you information that helps you make choices. You can also look to friends, family and people you trust for ideas and advice. They can help you figure out what your goals are and help you to reach them. Let people on your support team know what is important to you. If there is something in your plan that you do not like, let someone know!

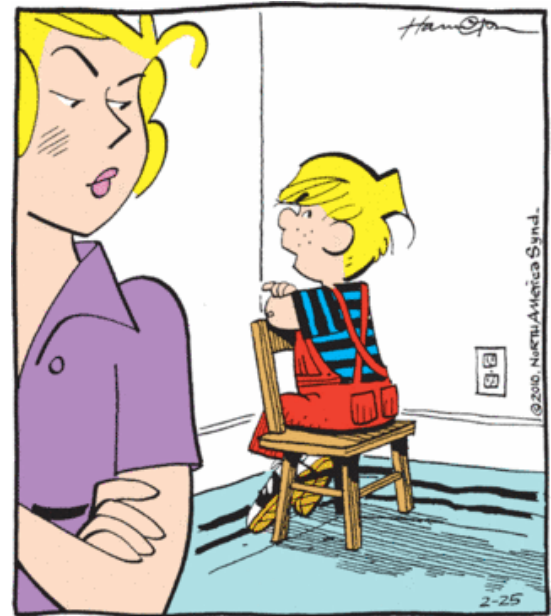


- ☐ yes
- ☐ no
- ☐ maybe

BEHAVIOR MODIFICATION

Behavior modification is a type of treatment that helps many people to grow and reach their maximum potential. **Behavior modification at Shore emphasizes the use of Positive Behavior Support (PBS) strategies.** These strategies should not pose a significant risk of harm to you, or be unnecessarily restrictive or intrusive. **Shore never uses seclusion** (locking you alone in a room). You may be offered the opportunity to relax in a quiet area away from other participants, under the supervision of staff, if you need it. If you routinely engage in a type of behavior that puts you or others at serious risk of harm, a program will be developed, with your input, to support you in reducing

or eliminating the behavior(s) of concern. **Supportive and protective devices** such as helmets, must be prescribed by a physician, approved by you or your guardian, and will only be used in emergency situations in which you are at a substantial risk of serious physical injury. **Physical restraint** refers to when a staff member(s) holds you in a manner that prevents you from moving in a certain way (for example, hitting yourself or others), and is against your will at the time that it is implemented. When not part of your individualized service plan and classified as a level 2 behavior support plan, physical restraint will only be used in an *emergency* situation in which you or others are at a substantial risk of serious physical injury, and less restrictive measures are insufficient or ineffective interventions. Shore staff are trained to implement safe and careful physical holds when less restrictive methods are not enough to keep you or others safe from serious harm. **Chemical restraints are never used at Shore. Mechanical restraints for behavior are never used at Shore.** Your physician may prescribe medication to be administered at day program, as needed, to help reduce your anxiety level. Specific criteria will be outlined in your behavior support plan if medication is part of your treatment. You will never be given “as required” medication (PRN) for staff convenience. You have the right to request and to refuse your PRN medication.

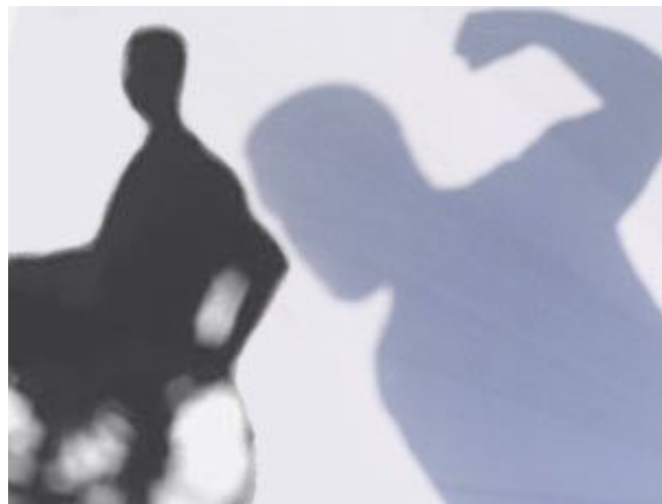


"WOULDN'T IT BE EASIER JUST TO TELL ME WHAT I CAN DO?"

PROTECTION FROM MISTREATMENT

No one is allowed to mistreat you.

Mistreatment is any action, or failure to act, which may put you at risk for physical or emotional harm whether or not this is intentional. This includes corporal punishment or the threat of it, mental or verbal abuse, encouraging others to mistreat you, transferring you or threatening to transfer you to other programs or service providers for punitive reasons, retaliation for reporting violations of your rights, using physical, mechanical or chemical restraints as punishment procedures or for staff convenience. **You should report any mistreatment against you (or others) to any program staff that you trust and your Human Rights Advocate.** Your program staff must also report any mistreatment, or suspicion of mistreatment, to their supervisors; as well as complying with mandated reporting



guidelines of other monitoring agencies such as the Disabled Persons Protection Commission (DPPC).

RETALIATION



You have the right to report any problems or concerns that you have without being afraid of “getting in trouble”. No one may harm you in any way in order to get revenge upon you. If you are afraid to report something because you fear staff will punish you, tell a staff you trust and your Human Rights Advocate right away!



HOW TO FILE A HUMAN RIGHTS COMPLAINT AT SHORE

If you feel like you have been mistreated in some way, whether at Shore, at home, or while visiting somewhere else, please let someone know right away! You may tell any Shore staff member that you trust and they will assist you to get the help you need. Your Human Rights Advocate is specially trained to support you if you feel your Human Rights have been violated. There is a photo of your Human Rights Advocate on the wall in your assigned program room. You can ask to speak to this person at any time. Additionally, your Program Manager and Program Coordinator will listen to any complaint(s) you may have and support you accordingly. You may also submit your complaint in writing or in person to Shore’s Human Rights Committee. If you have experienced abuse or neglect, or suspect it is happening to someone else, you should report it to the Disabled Persons Protection Commission (DPPC). Your complaint will be thoroughly investigated and, if deemed necessary, steps will be taken to uphold your rights and keep you (or another) safe from further harm.

SHORE POLICIES AND PROCEDURES: ADULT SERVICES DIVISION

TITLE: PROTECTION FROM MISTREATMENT

POLICY: Shore prohibits any interactions by staff that may be defined as abusive, neglectful or otherwise indicative of mistreatment. Any staff who observe occurrences of these types of interactions are mandated to report such occurrences to the appropriate monitoring agency.

PURPOSE: To ensure that individuals are protected from mistreatment and rights are upheld at all times.

PROCEDURE:

1. Any occurrences of inappropriate actions that may be defined as abusive, neglectful or indicative of mistreatment must be reported to the D.P.P.C. and DDS Investigator. DPPC's hotline numbers and the DDS Regional Investigator's number for reporting abuse or neglect will be posted at each program site and staff trained in the definitions of mistreatment, the mandated reporting requirements and the appropriate resources and procedures for reporting.
2. Staff who observe mistreatment of individuals are *encouraged* to report these incidents to program supervisors after contacting the D.P.P.C. and DDS, but they *must* contact DPPC.
3. When the report is made to the head of the program, either by agency personnel, the D.P.P.C., the DDS or others, an incident report will be completed and filed with the applicable regulatory agencies.
4. Further notifications and investigations will proceed as specified in Shore's investigation policy and procedures.
5. Any interactions by staff that are found to be abusive or neglectful will result in disciplinary action.

SHORE POLICIES AND PROCEDURES: ADULT SERVICES DIVISION

TITLE: FORMAL COMPLAINT BY INDIVIDUALS RECEIVING SERVICES

POLICY: All program activities and interactions will be conducted in a manner that respects and upholds individual rights. A complaint can and should be made by an individual or on behalf of an individual any time a person has reason to believe that rights have been violated.

PURPOSE: To ensure that interactions, activities and practices maximize individuals' abilities to exercise their rights to the fullest extent possible and those that do not, are identified and resolved in a timely fashion.

PROCEDURES:

1. Staff and individuals will be trained in matters of human rights upon hire/ acceptance into the program and at least annually thereafter.

2. Individuals, staff, guardians, family members or friends may file a complaint any time they believe a violation of rights has occurred. There will never be any adverse consequences or employment action taken for filing a complaint. (**Note that if the rights violation involves neglect or abuse on the part of a caretaker toward a disabled adult, a report to the Disabled Persons Protection Commission (DPPC) and D.D.S. Regional Investigator is also mandated.**)

3. Once a complaint has been filed, the Human Rights Officer or staff person to whom the complaint was made must inform the Program Coordinator. The Program Coordinator will facilitate an investigation of the complaint within 5 working days from the time the complaint was originally made. Based on the nature of the allegation/incident, applicable reports will additionally be made to DDS/DPPC according to regulatory requirements.

4. No later than 5 days after the complaint was made, the Program Coordinator will issue his/her findings in writing to the person who made the complaint OR will issue a status report indicating that the preliminary investigation has not been completed. The next plan of action may be to extend the timelines for investigation, and likely involve the Director of Adult Services and/or the Executive Director to assist in guiding an investigation. Shore may appoint an independent investigator, or otherwise work to resolve the matter about which the complaint was made.

5. The Human Rights Committee will review all complaints filed and investigations conducted and make recommendations with respect to the quality of the investigation and outcome. They may also recommend strategies, trainings or policies the program should develop to prevent future occurrences of rights violations. The Program Coordinator may also ask the Human Rights Committee, through the Chairman, to directly assist in conducting an investigation as s/he deems appropriate.

6. At any time that you are not satisfied with the investigation or resolution, you may ask to be represented by an advocate of your choosing. This could be an attorney, friend, family member, or mediator.

6. Staff persons found to have violated individuals' rights may be subject to disciplinary action, up to and including termination of employment. In addition, staff who observe or have reason to believe that rights violations are occurring must report these and failure to do so may result in disciplinary action.



HUMAN RIGHTS COMPLAINT FORM

Name of Reporter: _____ Date: _____

Person(s) or Issue(s) Involved in Complaint:

Date(s) and Setting(s) that Incident Allegedly Occurred:

Specifically Describe the Problem or Violation (Use attachments if necessary)

Signature of Complainant:

Date:

Signature of Person Who Completed Form:

Date:

SHORE POLICIES AND PROCEDURES: ADULT SERVICES DIVISION

TITLE: INFORMED CONSENT

POLICY: Shore will obtain written, voluntary informed consent of the individual or his/her guardian prior to initiating (non-emergency) medical or other treatment; involving the individual in research activities; implementing "level 2" behavior procedures; and releasing confidential information to other agencies or persons.

PROCEDURES:

1. Prior to initiating any of the procedures, activities or releases of information stated above, a designated program representative will meet with the individual/guardian for the purposes of securing the individual's informed consent or refusal to participate in the specified activity or procedure.
2. The discussion and subsequent documentation should include a detailed description of the procedures or activities for which consent is being requested; the rationale and intended outcome; the risks, benefits and side effects of the proposed procedures; the available alternatives and associated risks and benefits of these.
3. At no time will the individual or guardian be coerced or induced to provide consent and he/she will be instructed that consent, if provided, may be revoked at any time.
4. In cases of procuring informed consent for medical treatment, application of aversive or deprivation techniques or participation in research, the person(s) intended to perform or employ the procedures shall not be involved in the process of securing consent.
5. Written documentation of the information provided to an individual/ guardian, the date and means by which this information was conveyed and the name, position and affiliation of the person securing consent shall be filed in the individual's record.
6. Informed consent will be written and filed in the individual's record. When consent is withheld or withdrawn, this will be stated and filed in the record.
7. Consent is not required in order to arrange for or provide medical treatment in cases of potentially life threatening injuries or conditions. Even so, individuals/guardians are given the opportunity upon entering the program and any time thereafter, to specify the facility at which treatment will be sought if possible.

SHORE POLICIES AND PROCEDURES: ADULT SERVICES DIVISION

TITLE: COMPETENCY & GUARDIANSHIP

POLICY: All individuals over the age of 18 shall be presumed competent to manage their personal and financial affairs unless a court determines that the individual requires a full/limited guardian or conservator. If the program believes that an individual is not competent to manage his/her financial or personal affairs and failure to appoint a guardian or conservator may likely result in unreasonable risk, Shore will identify that individual and risk to DDS for clinical evaluation of competency and provide other assistance and advocacy that is necessary.

PURPOSE: To ensure that all individuals' rights with respect to competency and managing personal and financial affairs are upheld to the maximum extent possible.

PROCEDURES:

1. Any individual 18 years or older will be presumed competent to manage his/her personal and financial affairs unless a guardian or conservator has already been appointed by the court.
2. Where a guardian of the person has been appointed, all written consents for treatment, assistance with money management, record access, etc. will be obtained from the guardian/conservator. Where other types of limited guardians are appointed, consent from that person will be obtained as they relate to specific issues for which s/he has legal jurisdiction. Individuals will consider/provide all other consents.
3. Where the case manager believes that the individual is not competent to provide informed consent with respect to financial or personal affairs and failure to appoint a guardian or conservator would result in unreasonable risk to the person's health, welfare or property, this need will be identified in the individual support plan. Assistance to the extent necessary and appropriate will be provided to contact state and community resources that may be helpful in evaluating competency and, if necessary, obtaining a temporary or permanent guardian or conservator.

POLICY AND PROCEDURE MANUAL

SEC: ADULT DAY SERVICES
TITLE: MANAGEMENT OF INDIVIDUAL FUNDS

POLICY: Assistance in managing individuals' funds will be provided by Shore as requested and/or necessary. Shore will not serve as legal rep payee or open or assist in managing bank accounts for individuals. Money management assistance, when requested, is given to assist individuals in maintaining limited cash at the program for activities, snacks, lunches, etc. When this is the case, accurate and timely financial records will be maintained, updated and available to the individual/guardian at all times.

PURPOSE: To ensure that assistance with managing funds, when requested, is done according to individual needs and preferences and that all transactions are made and documented responsibly.

PROCEDURES:

1. Cash maintained at the program site for activities and goods which the individual chooses to purchase, will be kept in separate, personal envelopes or containers. Records will be kept of all transactions made. A determination of storage and supervision of funds should be based on the skills and desires of the individual and be the least restrictive necessary to manage and protect his/her funds. All funds, however, should be locked during times the program is closed.
2. Individuals' funds may be used for goods or services which benefit them and which they choose to purchase. Items the program is funded for and contractually required to provide will not be purchased out of individual funds, i.e. building or equipment maintenance, gas, materials or equipment needed for educational or vocational activities, fees or food for staff, "regular" snacks or drinks. Selective or additional items such as sodas or snacks bought in the community or from vending machines may be purchased from personal money.
3. Transactions are checked against cash on hand on at least a monthly basis by designated staff. At least quarterly, cash boxes and financial transaction sheets are checked by an independent person, e.g. another manager or DSP II.
4. Any discrepancies in individuals' funds must be immediately reported to the case manager and documented on an incident report which is submitted to the Program Coordinator. Discrepancies that may have resulted from theft, poor documentation, careless supervision of money systems, or other mismanagement of funds will be resolved through reimbursement of funds by the program. Other action, including disciplinary action, will also be taken as deemed appropriate.



SECTION 3

POLICIES ON SERVICES, BEHAVIOR MANAGEMENT



Participant Handbook

Policies and Information for Individuals Receiving Services at Shore

Shore's Adult Services Division is committed to supporting individuals who have a full range of strengths and challenges. We offer varied services in a responsive, encouraging environment and actively engage individuals in diverse opportunities to optimize personal growth and life experience.

Generally, the following information applies to all individuals who receive support of any kind at Shore's Chelsea, Peabody or Woburn programs.

Admission and Termination Policies

Admission

Any persons 22 years of age or older who have a developmental disability (DD) or intellectual impairment (II); need services to acquire, improve, or retain their maximum skill level and independent functioning; and have Mass Health insurance, are eligible for Shore's Day Habilitation Services.

Any individuals who are 22 or older and are deemed eligible for DDS services *and* funding for community-based day services (CBDS) from DDS, are eligible for Shore's Day Habilitation Services.

Individuals can and often do, participate in both programs, half of their time spent in day hab activities and half spent in CBDS activities, for example.

The priority of Shore's Adult Services is to support individuals with unique strengths and challenges. People who need intensive and specialized support due to behavioral, health, and/or physical challenges are welcomed at Shore.

When appropriate, individuals between the ages of 18 and 22 who otherwise meet the

entrance criteria may be accepted into Shore's Adult Services. In this case, the referral and funding comes from the students' school districts until they are 22 years old. Shore will work with students, families and school districts to assist in transition planning from educational services to adult services. In many cases individuals stay on at Shore with funding and service planning transitioned to DDS or MassHealth. However, individuals are free to look wherever they'd like for services when they turn 22 and finish their school programs. Shore will help you look for information and advocate for services that interest you most.

Fees for Services

Shore services are paid for by individuals' MassHealth and/or the Department of Developmental Services. Funding is set up prior to individuals starting services. Shore's business office can check to ensure your MassHealth or other insurance pays for long-term services (like day habilitation services). DDS pays for community-based day services (CBDS).

Individuals can privately pay for services long term, or temporarily, as a way of

“spending down” assets that may interrupt MassHealth eligibility.

Termination/Suspension

Shore rarely terminates or suspends services to individuals based on their behavior issues or problems. In some cases, we may have to interrupt services just until we can meet with you and your team so we’re sure we have the right supports in place to keep you and others safe. Our goal has always been to help people through difficult times.

If you have received medication augmentations at home or before/during medical appointments before coming to Shore, and you are incapable of safely or meaningfully participating, you may be asked to leave for the day to rest more comfortably at home.

Termination of services may be considered in cases of long-term absences. If individuals do not attend Shore consistently or at all, their placements must be considered for others who may be waitlisted and looking forward to services. In cases of chronic absenteeism, team meetings are held to discuss the issues and make a plan to resolve them. Each situation is handled individually, depending on the factors affecting attendance. If services are terminated, particularly in cases of long-term illnesses, individuals are welcome to return to Shore when they are able to participate once again.

Transfer

Shore has three Adult Services Programs in Chelsea, Peabody and Woburn. Within each program there are various program rooms that emphasize different instructional modalities and offer different peer experiences. From time to time, classrooms and groups are rearranged,

based on overall program and space needs. Shore individuals and their families will be given as much notice and information as possible when these room changes, within the same program location, are planned.

Individuals may request a transfer to a different room/peer group, within the same program site or to a different Shore location. The individual’s team will consider this request and if possible, the transfer will be honored. If it is not possible to accommodate the request, the reasons will be discussed and, if appropriate, a plan will be developed to enable the transfer to occur at a future time.

Program Schedules, Hours, & Attendance

Attendance, Signing In & Out

Attendance is taken daily. If you are sick or can’t come to Shore, please call and let the receptionist, nurse, or your case manager know. If you come in late or need to leave early, staff will help sign you in when you arrive or out when you leave. Shore services are based on the hours you attend the program, so it is important that your attendance records are accurate.

Service Calendars

You will be provided with a program calendar each spring for the next fiscal year (July 1 through June 30). In general, Shore has traditionally closed for two weeks a year, one during the last full week of July and one between the Christmas and New Year’s holidays. In addition, Shore programs are closed for either (11) or (12) holidays per year.

Hours of Service

In general, all individuals are expected to attend the program from 9 a.m. to 3 p.m., Monday through Friday. Many individuals have commuting situations that require some flexibility with hours. If a different schedule needs to be established, the Program Coordinator/designee should be contacted to approve this accommodation.

If an individual wants or needs to go part time, either through a shortened day or fewer days a week, this request should be made in writing and be discussed and agreed upon by the ISP or Day Hab Support Plan Team.

Individuals are given, at a minimum, a thirty-minute lunch break. None of the Shore facilities have cafeterias to provide lunches so you'll have to bring your lunch from home or make arrangements to order lunch out. All program rooms have refrigerators, microwaves and staff to assist in heating leftovers or frozen meals if you prefer to bring these foods.

Unplanned Program Closings

In cases of snow storms, power outages or other emergency situations, Shore may close one or more of its programs. In most cases of weather-related closings, Shore follows the school district's decision in the community where your program is located. For example, if you attend the Peabody program, Shore will close if the Peabody schools close due to inclement weather. In addition, we will alert you, your family or staff of closings via phone calls, texts, and/or emails through an automated system. For this reason, it's very important for you to ensure we have the most updated contact information for you.

Medical/Health Policies

Physical/Health Requirements

When starting the program, an individual must submit documentation of a physical examination that has been done within the recent year. Physical exams are to be done and documentation submitted annually.

Medication orders should also be submitted to the program annually, or as soon as your medications are updated or changed so that we can help to monitor your health conditions and side effects. Most importantly, Shore nurses cannot give you any prescription or non-prescription medication unless we have an updated, signed order from your doctor and a corresponding labeled medication container/card from the pharmacy.

Shore will provide you with our policy on illnesses and conditions that will prevent you from attending program. In general, as much as we want you here every day, we want to make sure you are at home, resting comfortably if you're sick AND that others at the program are not at risk of "catching" what you have. If you're absent from work for more than 5 consecutive days or you've been hospitalized for any length of time due to illness or injury, a physician's note verifying that you are able to return to Shore may be required.

Health and Safety

Your health and safety is our top priority. We practice all kinds of different drills, so you know what to do in emergency situations. There may be some jobs or tasks that require you to wear gloves and learn safety procedures. If you're required to do so, you must follow these safety procedures in order to continue to do these jobs.

Services & Input

Service Planning

You have the right and responsibility to formulate your goals and objectives and plan your daily and weekly schedule with activities that will help you achieve those objectives. In addition to expressing yourself through ISP/ DHSP meetings, satisfaction surveys, and interest inventories, you and/or your guardian should discuss changes or additions to your Shore service plan at any time. Your current strengths, interests, challenges, and visions for your future will be updated at least every year (ISP) or five years (Day Hab Service Plan). We help you work on your goals and document how you're doing. Your team meets to discuss your progress quarterly and based on how you're doing, we'll change your goals so they are achievable yet challenging.

Satisfaction and Dissatisfaction

Individuals and their guardians/families are invited every year to complete a satisfaction survey expressing your level of satisfaction with Shore services. At any other time throughout the year, however, you may let us know verbally or in writing if you are dissatisfied with any portion of the supports you receive at Shore.

Input Regarding Your Staff

You will have the opportunity to provide input about your staff. First, as part of the interview process, we ask applicants who are qualified to do a couple of hours of "work exploration." This gives potential employees a chance to see what the job is really like before they commit and it gives you and your peers a voice in the people Shore hires. Your Program Manager will ask you what you think of the applicant after his/her day of work exploration. Be

honest about your first impressions and whether or not you would recommend the person as a permanent Shore staff member. Another way that you have input about your staff is in evaluating them. Again, your Program Manager will ask for your confidential opinion on the staff with whom you work. Share your feedback so the staff know what you like and how they can improve and you can feel like your voice is heard.

Formal Complaints

You can talk to your room staff, case manager, program manager, program coordinator or any of the human rights advocates if you have complaints or concerns about your services, especially if you feel you have been treated disrespectfully or unfairly. If a discussion doesn't help the situation, you have the right to file a formal complaint. Your services will not be affected; no one will retaliate against you. This is your right. Talk to a staff you trust or ask your family or friends to help you file this formal complaint. After this, the staff with whom you talk will tell the Program Coordinator. S/he needs to start to investigate your complaint within (5) days. After (5) more days of investigating, the PC should talk with you about the findings or tell you that more time may be needed. At any time in this process that you feel like you're not being heard, you can contact an outside advocate to help represent you. You can also contact a Human Rights Committee member, the Director and the Executive Director if your Program Coordinator hasn't already done so.

Professional Expectations

Smoking

Individuals must adhere to the Shore policy with respect to smoking, and specifically, any building and community rules regarding smoking.

Alcohol, Cannabis and Illegal Substances

Alcohol, cannabis, or illegal substances are prohibited at any Shore program, vehicle or community sites during program hours. Any individual possessing or using alcohol, cannabis, or other illegal substances or suspected of such use, will face disciplinary action.

Program Telephones may be used for work related reasons, as part of teaching or reinforcement programs, or, of course, in cases of emergencies. When you need to use the phone for personal, non-work matters, calls should be made during scheduled breaks whenever possible. You should be provided with a private place to converse and will be given whatever assistance you need to make your call.

Cell Phones may be brought to program and used to augment your communication, and/or used recreationally during your scheduled break times. Individuals should use their phone in a conscious manner so that they do not disturb others. Shore is not responsible for cell phones that are lost or stolen when brought to work. Therefore individuals are responsible for storing and safeguarding your phones as well as all other possessions you may choose to bring to work.

Dress Code

Individuals are expected to wear clothing that is neat, clean, appropriate/respectful, and functional for the types of activities you're doing. Shorts are acceptable as long as they are not too revealing.

Personal Possessions

If glasses or other necessary prosthetic devices are broken by another individual or as a result of a work-related accident, an internal incident report should be completed detailing the incident. In these cases, arrangements will be made to reimburse you for repair or replacement costs. We suggest that you don't bring items that are not necessary for work into the program. If you do bring personal items from home, please store them safely. Shore will ensure you have a safe place to store your belongings. Shore will not reimburse you for personal items that are carelessly stored and subsequently lost or damaged. If you choose to bring money to the program, please keep it safe in your purse or wallet, or ask a program manager to lock it up for you..

Use of Program Vehicles

You and/or your guardian will be asked to provide consent on an annual basis to permit Shore staff to drive you in program vehicles. The program vehicles are used for educational, community or administrative activities, and are not for personal use. Everyone riding in the vans are expected to follow positive behavior expectations, including wearing seat belts and staying seated while the vehicle is in motion.

Your Rights

Your rights are so important that they deserve a book of their own! You'll get a handout of your human rights when you begin Shore and every year after. In addition, you'll hear about your rights during individual and group activities. At any time, you can find this information, as well as information about your human rights, on Shore's website:

<http://www.shorecollaborative.org/>

HELPFUL PEOPLE AND RESOURCES

Shore's Human Rights Advocates: There is a photo of your Human Rights Advocate on the wall of your program room.

Shore's Human Rights Coordinator is Kate Dufort. You can reach her anytime at the Woburn program (781) 503-5800, or by email kdufort@shorecollaborative.org

Human Right Specialist for the Northeast Region: Rebecca Christie. You can reach her at (978) 774-5000, extension 528.



Massachusetts Advocates Standing Strong: MASS is a state-wide, self-advocacy organization run for and by people with intellectual and developmental disabilities.

<https://ma-advocates.org>

Massachusetts Office on Disability (MOD): Provides advocacy assistance to people with disabilities in Massachusetts and runs the client assistance project, which assists people who have problems with the state vocational rehabilitation agencies, MRC and MCB. Toll Free: 800-322-2020 or Phone: 617-727-7440

MOD– Disability Law Center – Provides free legal services to low-income people with disabilities in the areas of special education, accessibility to community service, health care, disability benefits and right and conditions in facilities.

email: mail@dlc-ma.org **Boston/Phone:** 617-723-8455 **Toll Free:** 800-872-9992

MASS MOBILITY – hstmobility@state.ma.us

MassMATCH – Maximizing Assistive Technology in Consumers' Hands
Telephone: 877-508-3974

The resources that are listed are offered only as suggestions, they are not associated with nor endorsed by Shore.

Explore Accessible Travel: <http://www.massvacation.com/explore/accessible-travel/>

Massachusetts Commission Against Discrimination (MCAD): To take legal action against a person or entity that has discriminated against you, file a complaint with Massachusetts Commission Against Discrimination (MCAD)**Boston: 617-994-6000 TTY: 617-994-6196**

MassMATCH – The Commonwealth’s Initiative to Maximize Assistive Technology in Consumer’s Hands. MassMATCH assists individuals with disabilities, family members, and disability-related providers, agencies and organizations across the state with getting AT through the following programs: device demonstration program, device short term loan program, device reutilization program and state financing activities.

Mass Assistive Technology Helpline: 877-508-3974

Voice: 617-204-3851 TDD: 617-204-3815 Email: info@massmatch.org

Massachusetts Equipment Distribution Program (MassEDP): If you are a Massachusetts resident with a permanent disability that in the majority of circumstances limits your ability to use the telephone effectively you may be eligible to receive assistive telephone equipment / adaptive communication equipment at a reduced rate. Under the program, equipment is available to individuals who have cognitive, hearing, motion, speech or vision impairments. **Phone/TTY: 800-300-5658**

National Suicide Prevention Lifeline: 1-800-273-TALK (8255)

Massachusetts Rehabilitation Commission : Assists individuals with disabilities to enter the work force. Services include identifying job goals, vocational training, assessing work site accommodations, educating employers about applicable laws, job search assistance and job placement. Toll Free: 800-245-6543 (V/TTY) Phone: 617-204-3600

Work Without Limits: Info about benefits, insurance and job search tips for individuals, employers and providers in Massachusetts.

UMass Medical School, Phone: 508-856-2710 Email: info@workwithoutlimits.org

Mayor’s Health Line in Boston: Provides assistance to callers on a variety of personal and public issues in the Boston area including: primary care providers, assisting with applying for health insurance, support groups, mental health services, nutritional programs, legal and financial assistance programs and more. Toll Free: 800-847-0710 or 617-534-5050

Massachusetts Rehabilitation Commission (MRC) Home Care Assistance Program: Clients must have a disability that requires homemaker assistance. Homemaker tasks include: meal preparation, food planning, grocery shopping, medication pick-up, laundry and light housekeeping. Must be between ages of 18 and 59, live alone or with minor children or others with disabilities unable to help. Financial needs statement taken to assess eligibility. All disabilities except legally blind. Phone: 617-204-3853
Toll Free: 800-223-2559

Massachusetts Commission for The Blind (MCB): Homemaker Service may be provided to consumers less than 60 years of age who, without this assistance, could not remain in their home.

In order for MCB to provide homemaker service, consumers must be financially eligible and have a serious illness or injury in addition to legal blindness.

Telephone: 617-727-5550

800-392-6450 (MASS. ONLY) Voice

800-392-6556 (MASS. ONLY) TD

If you are 60 or over you may qualify for homemaker services through Elder Services. Call the **Executive Office of Elder Affairs (EOEA)** at 800-243-4636 or TTY: 1-800-439-2370 for information regarding services offered by local Elder Services offices.

Massachusetts Directory of Personal Care Assistants: Helps Massachusetts elders, residents with disabilities of all ages, their families, and parents of children with disabilities in hiring their own PCA or direct care worker. Phone: 866-212-WORK (9675)

Massachusetts Registry of Motor Vehicles Disability Plates and Placards: You are eligible for a disability plate or placard if you have a diagnosed long-term disease or disorder that substantially impairs or interferes with mobility. The fee for a disability plate is \$60.00 for a two-year registration. There is no fee for a placard. Medical Affairs Branch, Registry of Motor Vehicles, P.O. Box 199100, Boston, MA 02119

From Massachusetts area codes 339/617/781/857 and from outside of Massachusetts call: 857-368-8000 From all other Massachusetts area codes not listed above call: 800-858-3926

MBTA Services: The MBTA has a Senior and Access Pass Office and an Office for Transportation Access (OTA). OTA oversees programs and services for people with disabilities and senior citizens, manages the MBTA's paratransit program, The RIDE; the Call-A-Lift Bus Program; and the Senior and Access Pass Office, which issues reduced fare passes. The OTA addresses customer concerns regarding station and vehicle access.

OTA, 10 Park Plaza, 4th Floor, Boston, MA 02116 Phone: 617-222-5123

Reduced Fare Passes for People with Disabilities: A Transportation Access Pass entitles you to reduced fares on all MBTA services including buses, trains, rapid transit, trackless trolleys, commuter rail, and commuter boats.

Phone: 617-222-5976 for application.

http://www.mbta.com/fares_and_passes/reduced_fare_programs/

The RIDE – The MBTA's paratransit service, The RIDE, provides advance notice, door-to-door transportation to those who, because of a mental, physical or sensory disability, are unable to use general public transportation. The RIDE has wheelchair equipped vans and covers the same service area as the T and Commuter Rail. Call for application and information. Twenty one days allowed to process application upon receipt per ADA regulations. Phone: 617-222-5123 or Toll Free: 800-533-6282

TRIP Metro North: Mystic Valley Elder Services has a program called TRIP Metro North. Trip Metro North is a unique, free, passenger-controlled transportation program open to older adults and adults living with disabilities in Everett, Malden, Medford, Melrose, North Reading, Reading, Stoneham, and Wakefield. TRIP Metro North gives you the tools you need to recruit friends,

neighbors, or relatives to drive you where you need to go – and the money to reimburse them for mileage! With TRIP Metro North, you can get to the doctor, the market, or out to meet friends, all on your own terms and wherever you want to go. If you have a need for transportation, please contact the Mystic Valley Elder Services to sign up for TRIP. Phone: 781-324-7705 ext 346
TTY 781-321-8880 Email: info@mves.org

Department of Developmental Services <https://www.mass.gov/orgs/department-of-developmental-services>

Mass Health
<https://www.mass.gov/topics/masshealth>

Disability Law Center
<https://www.dlc-ma.org/our-history/>

Disabled Persons Protection Commission
<https://www.mass.gov/orgs/disabled-persons-protection-commission>

Social Security Disability
<https://www.ssa.gov/disability/>

Health and Disability Partnership Health Resources
<https://www.mass.gov/service-details/health-and-disability-partnership>

CHAPA Housing Resources for People with Disabilities
<https://www.chapa.org/housing-courses/housing-search-guide-for-people-with-disabilities-in-massachusetts>

Woburn Council of Social Concern Woburn Food Pantry 781-935-6495
<http://www.socialconcern.org/>

Community Action Programs Inter-City, Inc Chelsea 617-884-6130
<http://www.capicinc.org/> Food Pantry, Fuel Assistance, Rep Payee

Haven From Hunger Pantry Peabody Food Pantry 978-531-1530
<https://www.foodpantries.org/ci/ma-peabody>

SHORE POLICIES AND PROCEDURES: ADULT SERVICES DIVISION

TITLE: BEHAVIOR MANAGEMENT POLICY

POLICY: Shore is committed to providing safe, least restrictive, evidence-based, and efficacious behavior supports to individuals who benefit from these interventions. Behavior treatment is based on applied behavior analysis and specifically, positive behavior intervention and supports. Behaviors are targeted when they present a risk to persons' health or safety or others with whom they come in contact, or when they functionally interfere with persons' daily life and quality of life. Behavior programs are least restrictive, never coercive, and are developed and revised based on data analysis, with input from individuals and their teams of support.

POSITIVE & PREVENTIVE STRATEGIES AND SUPPORTS:

Shore's mission is to demonstrate excellence, expertise and experience that will make us the agency of choice for students and adults with unique challenges. It is our intent to provide a safe, secure, structured, and therapeutic environment so that adults and students can optimally participate and learn. The staff at Shore understand the many reasons for challenging behaviors and work diligently to find the right combination of strategies, supports, and positive, trusting relationships and connections so that all individuals can succeed.

Shore has endorsed Positive Behavior Interventions and Supports (PBIS) and Safety Care in all of our Adult Services' Programs and Student Services' classrooms. PBIS is a framework or approach in which positive and preventive strategies are emphasized for *all*, even when addressing the most severe problem behaviors, to the greatest extent possible. PBIS strategies are oriented to ongoing teaching and reinforcing positive, desirable behaviors. "Most individuals will succeed when a positive culture is promoted, informative corrective feedback is provided, success is maximized and the use of pro-social skills is acknowledged" (PBIS web-site). Safety-Care is a curriculum based on Applied Behavior Analysis and PBIS. It emphasizes prevention over management of behavior problems as well as respectful, human, non-coercive interactions under all circumstances. Shore trains and certifies all staff, school-wide, in this curriculum.

As part of Shore's PBIS initiative, we have chosen the following behavioral expectations to highlight, teach and reinforce:

***BE RESPECTFUL
BE RESPONSIBLE
BE SAFE***

We have systems in place where individuals earn group/room level or individual rewards, such as tickets, favorite activities, recognition and certificates. These systems will continue while individuals learn the many, positive intrinsic values that come with impulse control and behavior safety.

ASSESSING AND MANAGING CHALLENGING BEHAVIOR:

Some individuals are referred to Shore specifically because of their behavioral challenges and Shore's longstanding commitment to and reputation for supporting these folks. When high-risk target behaviors occur with more frequency or intensity than usual, a functional behavior analysis (FBA) may be completed in an attempt to discover the variables or reasons for these behaviors. Based on the outcome of the FBA or other forms of assessment and observation, the individual's team will meet and develop an individualized program or protocol for him/her. This may include decelerative consequences like response cost programs as well as positive, supportive consequences like earning rewards and attention more frequently than other peers. In all cases, behavior management procedures will be consistent with

SHORE POLICIES AND PROCEDURES: ADULT SERVICES DIVISION

all applicable state and federal regulations, such as physical restraint, time-out and all other behavior modification regulations and classifications.

PROHIBITIONS:

No individual shall be subjected to abuse or neglect, cruel, unusual, severe or corporal punishment including the following:

- Any type of physical hitting in any manner upon the body
- Requiring or forcing the individual to take/maintain an uncomfortable position, or forcing the individual to repeat physical movements as punishment
- Verbal abuse, threats, ridicule or humiliation
- Denial of visitation or communication by family
- Denial of food, water or bathroom facilities

INTERVENTIONS:

Shore Educational Collaborative utilizes a variety of behavioral interventions and protocols designed to support each person to achieve personal control over their behaviors, and to ensure the well being of the student and others. The continuum of interventions includes positive reinforcement systems; group rules and expectations; individual behavior plans; de-escalation techniques; time-out (in room and in quiet area) and finally, in cases only of emergencies, physical escort and/or restraint. Interventions comply with all DDS regulations relative to behavior management. These are specified below:

1. Individuals who engage in maladaptive behaviors, defined as those which are likely to result in harm to self or others and/or interfere with learning and social opportunities, will be provided with a behavior management plan to decrease/eliminate those behaviors. Any individuals who are prescribed medication for the purpose of managing or modifying behavior will have a behavior plan and a data based system for evaluating treatment interventions. It is recommended that this program be incorporated into the Individual Support Plan and subject to all the requirements of that process.

Behavior Intervention Plans will be classified according to severity and intensity of maladaptive behaviors:

- I. Behavior Protocol, Behavior Guidelines - Universal in the PBIS model
Behaviors that are infrequent and don't necessary require the implementation of restrictive procedures. Reinforcement schedule is available to all individuals regardless of behavior management classification.
- II. Level 1 Behavior Plan - Targeted tier in the PBIS model
Behaviors can be severe or intense. May/may not require physical intervention in emergency situations only. Reinforcement schedule is individualized toward the interests of the individual. Includes a universal reinforcement schedule for all individuals.
- III. Level 2 Behavior Plan – Intensive tier in the PBIS model

SHORE POLICIES AND PROCEDURES: ADULT SERVICES DIVISION

Behaviors can result in serious risk of injury to others or themselves. Includes Restrictive procedures according to DDS regulations (Open door/closed door time-out sessions, physical restraint, restitution, overcorrection, & escort). Reinforcement schedule is individualized with differential reinforcement and allows access to earn universal reinforcers.

2. Behavior Plans will be based on an individualized assessment of the target behaviors that will include an evaluation of life circumstances and potential environment, medical, and social influences on the target behaviors. These factors will be taken into consideration in the design, implementation and modification of all behavior plans. All behavior plans will include clear operational definitions and implementation procedures, criteria for implementation and termination of the interventions, a system for recording and analyzing data, making revisions based on these data, and a positive reinforcement component to increase appropriate alternatives.
 - Currently, Level 2 Behavior Plans and Supportive & Protective Devices have criteria for implementation and termination/reclassification of the behavior plan.
 - Level 1 Behavior Plans (purely positive) don't have criteria for removal of interventions.
3. Behavior plans will include the least restrictive procedures possible based on the nature of the target behaviors for reduction and an assessment of the effectiveness of interventions used in the past. Restrictive procedures will be used only when less intrusive procedures present a significant risk to the safety or growth of the individual. No behavior plan will deny individuals adequate access to bathroom facilities, temperature control, bedding, clothing, a nutritionally sound diet, nor sleep.

Behavior plans that include use of restrictive procedures and/or include the use of supportive and protective devices will be implemented only after these are reviewed and approved of by the Human Rights Committee and Peer Review Committee.
4. Plans that include time-out or physical restraint must meet the policy and regulatory requirements specific to those procedures. All plans are categorized along a three-level continuum based upon the relative level of restrictiveness imposed by the plan.
 - Level 1 plans include those that require no physical force to implement and those that involve no, or only minimal risk of physical; psychological or emotional harm to the individual.
 - Level 2 plans include those that involve one or more of the following: physical force to overcome the individual's active resistance; significant physical exercise [***not used at Shore***]; the contingent application of unpleasant sensory stimuli [***not used at Shore***]; a closed door time-out procedure; short delay of a scheduled meal [***not used at Shore***].

Plans which are considered to be Level 2 per the Department of Developmental Services' regulations must meet all the Level 2 requirements, i.e. reviewed and approved by the Human Rights Committee, Peer Review Committee, individual's physician, individual/guardian, clinician with experience in applied behavior analysis who is designated by the head of the program. Level 2 programs may be implanted in emergency situations with the approval of the head of the program, and provided that the plan is approved by the appropriate individuals and committees in a timely manner.

SHORE POLICIES AND PROCEDURES: ADULT SERVICES DIVISION

The psychologist/behavior specialist assigned to each program supervises implementation of level 2 programs, in an ongoing manner. Effectiveness of interventions is assessed frequently via data analysis, observation and staff report.

- *The use of Level 3 plans, those that include highly intrusive procedures, are prohibited at Shore.*

Level 2 Plans that may be implemented at Shore with all required authorizations in place:

Closed-door time-out procedures are only used when individuals have authorized Level 2 plans (Intensive-PBIS). At Shore, the use of the time-out/quiet rooms is an intervention used for the management of severe/prolonged disruptive behavior, aggressive, or other highly dangerous behaviors. At times, these procedures may also be used when less restrictive protective techniques are not possible or when the individual is unable or unwilling to respond to less restrictive techniques. Only trained staff shall administer time out procedures. Time-Out may be utilized in the following manner:

- As a means of effectively interrupting dangerous behaviors.
- A safe way to allow an enraged person to calm down, avoiding the need for more restrictive, hands-on procedures.
- Individuals will be supervised at all times. If supervising staff, for any reason, must walk away from the time out area, the staff person must open the door before doing so.
- Rooms or spaces used for time-out will be clean, sanitary, well ventilated, and appropriate for the purpose of calming.
- An exclusionary, closed-door time-out will end after (15) minutes, regardless of the behavior, demeanor of the individual. After (15) minutes, the door is opened and typical interactions should occur. If the individual commences or continues aggressive, high-risk behaviors that meet the criteria established in the plan for time-out, a subsequent time-out can be implemented. This is to be recorded as a second time-out.
- All time-outs, directed or initiated by staff will be documented, including the reason for this as a consequence, the duration, the staff that provided supervision, and any unusual behaviors or conditions observed.
- An exclusionary time-out will *end when self-injury or any other behaviors or statements occur on the part of the individual indicating distress*. Staff will immediately open the door, call for assistance and have the individual checked by nursing.
- *Individuals will never be locked in a room or space alone. (Locked and/or unsupervised individuals alone in rooms will be considered seclusion and is prohibited.)*

Physical Restraint or Escorts are defined as physical force necessary to overcome the individual's active resistance. These interventions should be used only as a last resort in cases where an individual's behavior poses a threat of assault, imminent, serious, physical harm to self or others and the individual is not responsive to verbal directives or other less intrusive interventions.

In preparation for these critical, "last resort" situations, all Shore staff responsible for the provision of direct services are trained and certified in the Safety-Care Behavioral Safety

SHORE POLICIES AND PROCEDURES: ADULT SERVICES DIVISION

Training Program. The Safety Care program emphasizes respectful, humane, non-coercive interventions as well as prevention over management of behavioral crises. The curriculum is based on the principles of Applied Behavior Analysis and Positive Behavior Interventions and Supports. The initial certification takes an average of fifteen hours to complete and annual re-certifications are required. Documentation of training is kept on file in employees' personnel records. Only trained personnel may administer physical restraint on students, whenever possible the restraint will be observed by at least one adult who is not participating in the restraint.

In emergency cases as described, physical restraint will adhere to the following:

- Physical restraint will always be supine (person is “face up” on the floor/matted area); never prone (person is “face down” on the floor or matted area.)
- Physical restraint will never be used as a form of discipline or punishment, or as a standard response to minor infractions.
- Physical restraint will never be used when other conditions contraindicate its use, i.e. severe asthma, seizures, cardiac condition, obesity, or any other medical or mental health reason.
- At any time that the individual indicates (verbally, behaviorally, or by any other means of communication and observation) that s/he is in distress the physical restraint should be stopped and medical attention/assessment should be immediately provided.

Documentation of physical restraints:

- All physical restraints will be documented through the HCSIS web-based incident reporting system. This documentation will include the reason for initiating the restraint, type of approved restraint that was used, persons involved and their training, duration of restraint, and the individual's response to the incident.

Shore Reviews and Action Planning:

- Debriefing meetings and protocols as recommended in the Safety-Care program will be held internally, among the staff involved, and followed whenever necessary.
- Program Managers, Coordinators and Shore's Human Rights Committee will review and sign off on all restraints.
- Restraints are considered critical incidents and will be reviewed regularly and at least annually by Shore's Adult Services Leadership Team.

Under no circumstances will Shore Educational Collaborative staff administer chemical or mechanical restraints to any individuals; restrain individuals in a prone (face down) position; use seclusion for any reason at any time; or otherwise use physical interventions that are inconsistent with or prohibited by Shore policies, current state laws, and regulations.

SHORE POLICIES AND PROCEDURES: ADULT SERVICES DIVISION

TITLE: **RECORD ACCESS**

POLICY: Individual records are confidential and not open to public inspection without the informed, written consent of the individual/guardian except as explicitly stated in the procedures outlined below.

PURPOSE: To ensure that privacy is protected and access to records is authorized by the individual/guardian.

PROCEDURE:

1. When requested, records may be released only under the following conditions, to the following individuals:
 - a. The individual and/or guardian to whom the record relates.
 - b. Upon proper judicial order.
 - c. To physicians treating a medical emergency. In this case, the individual/guardian will be notified of record access and the specific information disclosed as soon as possible.
 - d. To program staff providing habilitative services, persons authorized by the Department of Developmental Services and the Division of Medical Assistance to monitor the quality of service provision, the Human Rights Officer/Committee, DPPC (Disabled Persons Protection Commission).
 - e. To agencies which require specific information in order to be reimbursed for essential services.
 - f. With the individual's consent, his/her attorney or other agency authorized by statute or court decree to advocate for the individual.
 - g. With the individual's consent, others whom request specific information and/or whom the individual/guardian authorizes.
2. A list of persons who accessed the record, with approval by the head of the program/designee and/or individual/guardian shall be maintained as part of the record and include: the name and affiliation of the individual accessing the record; the information reviewed/released; the purpose of information release/review; the individual who authorized record access.
3. Consent for record release will be obtained in writing by the individual/guardian and this documentation will be filed in the record along with the signature and affiliation of the person providing information and seeking consent. Documentation must specify the name of the individual/agency to whom the information will be released; the specific information to be released; the purpose for which the information will be used; and the possible risks & benefits of disclosing and failing to disclose the requested information.
4. Records maintained by the program must contain information which is accurate, timely, complete and relevant to the person to whom it pertains. An individual/guardian may inspect the record before it is released to others or any other time upon request. The individual/guardian may file a complaint with the head of the program if s/he objects to the accuracy or completeness of the information contained in the record or to the persons to whom access was granted. The head of the program will file a copy of the complaint with the Human Rights Committee and The Department of Developmental Services along with his/her decision regarding the complaint and program response. Further appeal may be made by the individual/guardian to the DDS if this decision is not satisfactory.
5. Individuals (even those under guardianship) are able to read or have assistance in reading any or all parts of their Shore records, as requested. Individuals will voluntarily document the date(s) on which they access their own records and this documentation will be maintained as a permanent part of the record.

SHORE POLICIES AND PROCEDURES: ADULT SERVICES DIVISION

TITLE: Supervision of Individuals

POLICY: Individuals' supervision while at Shore (or during community activities with Shore staff) must meet the level necessary to optimize their safety and not exceed levels which unduly restrict their independence and privacy. The level of supervision a person needs will be determined in an individualized and flexible manner, changing as the person's needs, abilities and environments change.

PURPOSE: Persons' rights to privacy and to receive supports which are as least restrictive as possible will be balanced with the level of supervision needed to ensure their and others' safety.

PROCEDURE:

1. Individuals will be assessed with regard to the level of supervision they need in the workshop, throughout the building and in the community. A variety of factors will be considered and may include:

- Their mobility skills & needs
- Sensory challenges
- Aggressive, self-injurious, bolting, pica behaviors
- Seizure & medical conditions
- Self-preservation/self-defense skills

2. It is important that each individual be assessed relative to these variables as well as the environment in which they typically work/travel. For example, a person may need no supervision in some (less crowded, closer) areas of the building and more supervision in (crowded) areas.

3. When individuals and staff are new to the program and when individuals' supervision status change, staff will be trained in the type of supervision each person needs and the reason(s) for this assistance. Failure to provide supervision at the level deemed necessary may result in disciplinary action.

SHORE POLICIES AND PROCEDURES: ADULT SERVICES DIVISION

TITLE: EARLY RELEASE FROM SHORE/LATE ARRIVAL TO SHORE.

POLICY: Individuals, or staff or family members on their behalf, must notify Shore, either in writing or by phone if they need to be released from the program early or will be arriving late. If leaving early, notification should include the reason for departure and the name of the person who will be meeting and transporting the individual. If arriving late to the program, notification should include reason for late arrival and whether or not medications, lunch, etc. will be given prior to arrival at work. The Program Director/Designee can at his/her discretion, refuse to authorize release if there is reasonable cause to believe that to do so would jeopardize the individual's safety or well being.

PURPOSE: To ensure that individuals' safety is maximized while at the program and communication around safety and health issues relevant to early release from or late arrival to the program is done effectively.

PROCEDURE:

1. Prior to any medical appointment, meeting, special occasion or any other event for which early release from or late arrival to the program is necessary, the individual or his/her staff or family should contact the program and inform staff of the reason for early release/late arrival and the time the individual will be picked up/brought to work. Notification may be made by phone, communication book, note, etc. but must be done prior to the time of release/departure.
2. ***Early Departure:*** At the time of departure, the person to whom the individual is being released must check with the receptionist and sign out indicating whether or not the individual will be returning to work and the approximate time of return. If the individual is on day time medications, communication and documentation on the sign-out form should be done, clarifying whether or not medications had already been administered by Shore staff.
3. ***Late Arrival:*** At the time of arrival, the person who is bringing the individual to work, must check in with the receptionist and sign in. If the individual is on day time medications, communication and documentation on the sign-in form should be done, clarifying whether or not medications had already been given by residential staff/family. If late arrival is due to a medical appointment or procedure, this should be relayed along with any special instructions or monitoring that should be done.

SHORE POLICIES AND PROCEDURES: ADULT SERVICES DIVISION

TITLE: DISCHARGE/TERMINATION POLICY

POLICY: Shore's adult service programs would never make a decision to suspend or terminate services to an individual without discussion with and agreement from the individual, the Department of Developmental Services and/or the Division of Medical Assistance, and the individual's ISP Team. Suspension of services will never occur due to an individual's behavior or other performance at Shore. The only reason an individual's services may be temporarily disrupted is due to health or medical issues which may make it unsafe for the individual or others to attend work. In this case, services will resume with authorization from the individual's physician.

PROCEDURE:

1. DDS will refer the individual to other work or day habilitation programs that appear appropriate to meet his/her needs. With the individual's/ guardian's written consent, Shore will provide copies of written information to other agencies to assist them in evaluating the individual's needs.
2. Other agencies will be invited to the program for the purposes of gathering more specific information and directly observing the individual in his/her work environment.
3. If a more suitable work program is found, the new provider, DDS service coordinator, individual and Shore staff will meet and formalize the transition plan. This will include exchanging further information, making arrangements for Shore staff to accompany the individual to his/her new work site, if desired, to assist with the transition, and identifying a formal discharge date from Shore.
4. As part of the exit interview, the individual will be asked to complete a satisfaction survey. In addition, s/he will be asked to sign an authorization to receive information form so that follow-up upon discharge can be done. (If an individual does not provide consent, this should be noted on the form.)
5. Within 30 days of the individual's termination date from Shore, a discharge summary will be written by his/her staff and case manager and will be submitted to DDS as well as the new providers of services.
6. Within 60 days of the individual's termination date from Shore a follow-up contact will be done to assess the his/her status. This will be initiated by the former Shore case manager to the DDS service coordinator, new provider of day service and/or person directly. Follow-up should include the reason(s) the individual left Shore and whether or not these needs are being met at his/her new program.



SECTION 4

HEALTH AND SAFETY

SHORE POLICIES AND PROCEDURES: ADULT SERVICES DIVISION

TITLE: Medical Emergency

POLICY: Emergency medical care will be arranged for and/or provided by qualified, certified personnel whenever the need arises.

PROCEDURES:

1. If a medical emergency arises, the intercom or crisis call (“staff OR nursing stat”) will be used to immediately contact one of the program nurses or one of the staff trained and certified in First Aid or CPR.

2. A decision will be made by one of the Program Nurses or the Program Coordinator as to whether or not the individual needs to be brought to the hospital for treatment. If so, an ambulance will be called and the individual transported via ambulance.

Program or personal vehicles should ***only*** be used to transport to the hospital in rare cases and when authorized by the Program Coordinator.

3. The individual’s record should be checked to see if there is any special order/preference for hospital (see Emergency Medical Treatment form for special preferences/circumstances; any DNR or MOLST orders; and any cultural considerations relating to medical care and treatment). The nurse(s) along with EMT’s will make the final judgment on the facility the individual is to be transported to based on the nature of the emergency and hospital capacity.

4. If an individual is to be seen at the hospital, a program nurse or familiar staff person will accompany the individual in the ambulance or meet him/her at the hospital.

5. The individual’s complete medical record, included in their confidential file, should be brought to the hospital with them. At least the following information should be included:

- Emergency Fact Sheet
- DNR or MOLST orders
- Most recent Physician’s Orders
- Identification Form
- Copy of Health Insurance Card(s)
- Guardianship Status and if applicable, guardian contact information

6. As soon as possible, the Program Nurse, Program Manager or designee will call:

- The family member/guardian of the individual OR other emergency contact specified on the Emergency Medical Treatment form.
- The residential contact person
- The service coordinator

**** Note** - Emergency Treatment should be arranged and provided *first*, then notifications made as per regulatory requirements.

7. Staff directly involved/witnessing emergency will assist Program Managers or PC, with details on the HCSIS and/or MassHealth Critical Incident report is applicable. Report as soon as possible but no later than 24 hours after emergency situation.

SHORE POLICIES AND PROCEDURES: ADULT SERVICES DIVISION

TITLE: Medication Management Policies and Plans
Medication Administration

POLICY: All medications will be administered by licensed personnel and according to legal, regulatory, and policy requirements.

PURPOSE: To ensure that medication is administered accurately and safely and in accordance with physician's orders and regulatory requirements.

PROCEDURES:

1. Medication must be administered by a licensed nurse.
2. Prior to administering any prescribed medication, the following documentation is required:
 - a. Written physician's orders on a Doctor's Orders form or
 - b. Physician's signature on a Medication and Treatment Communication form.
3. The prescription bottle/blister pack must match the physician's written orders.
4. Prior to administering any as needed (prn) non-prescription, over the counter medication, physicians' written approvals must be obtained and renewed at least annually. If the individual/guardian requests and/or the individual's health condition or medication status significantly changes, the form should be reviewed and resigned by the physician at the time of the change.
5. Orders for medications given on a daily or regular basis at Shore need to be reviewed every three months and signed at least annually by the physician.
6. The following need to be available in the Individual's Record:
 - a. Medication and Treatment Chart
 - b. Doctor's Orders

SHORE POLICIES AND PROCEDURES: ADULT SERVICES DIVISION

TITLE: Medication Management Policies and Plans
Documentation of Medication Orders

POLICY: Medications to be administered at the program site must be accompanied by approved, written physician's orders that are available at the program site. All procedures below must be followed in order for documentation to be considered complete and appropriate.

PURPOSE: To ensure that medication is administered accurately and safely and in accordance with physician's orders and regulatory requirements.

PROCEDURES:

1. In order to administer any kind of prescription or over the counter medication, Shore has to have, on site, a written doctor's order from the health care provider. It has to be written, dated and signed on a Physician's Order Form or Medication and Treatment Communication Form.

2. Only an M.D., D.O., P.A. (Physician's Assistant), N.P. (Nurse Practitioner), or DDS (Dentist) can prescribe medications. Each order must specify:

- a. name of individual taking medication
- b. date
- c. name of drug
- d. dosage
- e. route
- f. frequency and duration of administration
- g. physician signature
- h. possible side effects
- i. drug interactions
- j. pre-test medication orders must specify the period of time of pre-test administration, i.e. one hour before dental appointment.

3. All orders for medications, including O.T.C., are noted on a Medication and Treatment Chart with the following information:

- a. name of individual taking medication
- b. allergies
- c. name of medication
- d. dosage
- e. time of administration
- f. route
- g. start date and stop date, if applicable
- h. any special preconditions for administration should be listed
- i. how administered, i.e. crushed in applesauce

4. Medication information is available on-line, on-site or provided by pharmacists or physicians.

5. Any change in the prescription drug, dosage, or frequency is considered a new order and is re-written as such on the Medication and Treatment Chart.

SHORE POLICIES AND PROCEDURES: ADULT SERVICES DIVISION

6. Copies of medication orders or changes in medication orders should be sent to Shore by residential providers or family members regardless of whether medications are administered on-site. Any time there is a change in medication orders, the Shore nurse documents these changes in nursing notes and files these in the individual's confidential record.
7. Shore nurses will communicate medication changes to the individual's case manager, direct staff in the room, and any other "need to know" Shore personnel. Information conveyed will include side effects or adverse effects and the actions staff should take if these are observed. In addition, staff should report any positive physical/behavioral changes that may be indicative of medication efficacy, so that nurses can document these and report to the health care practitioner and other ISP team members.
7. If the medication is not given due to absence, write "absent" on the appropriate spot. If the medication is not given for some other reason, the explanation should be clearly documented on the medication administration sheet. Follow-up action will be taken as needed.
8. All medications with a scheduled administration time are administered with a two-hour window period -- one hour before the scheduled administration time to one hour after the scheduled time, unless otherwise specified on the Doctor's orders or Medication & Treatment Chart.
9. If a PRN medication (O.T.C. or prescription) is administered, a note needs to be written and signed on the Medication and Treatment Chart including date; time; medication; dose; reason for administration; result of medication.

SHORE POLICIES AND PROCEDURES: ADULT SERVICES DIVISION

**TITLE: Medication Management Policies and Plans:
Documentation of Controlled Substances**

POLICY: Daily counts and documentation will be done on all Controlled Substances stored and administered at the Program sites. Any discrepancy in medication counts will be immediately reported as specified in the procedures below.

PROCEDURES:

1. All Schedule II - V Medications stored by the program are counted at the end of each day. These counts should be done by a licensed practitioner (i.e. nurse).
2. Schedule II - V medications are double locked, i.e. in a locked box within a locked cabinet/cart or in a locked cabinet/cart in a locked office.
3. Records of Schedule II - V medications and counts of medications are kept only in a bound book in the nursing office. If there is a discrepancy in the count, the Program Coordinator and Executive Director must be notified and the Department of Public Health must be called. D.P.H. need not be called if it is a simple error in mathematics or recording, however any unaccounted for medications must be reported.
4. Shore leadership and/or DPH will advise on subsequent actions depending on the circumstances.

SHORE POLICIES AND PROCEDURES: ADULT SERVICES DIVISION

TITLE: Medication Management Policies and Plans
Medication Storage and Labeling

POLICY: Medications will be stored and labeled in safe, separate, clearly marked containers and areas, according to Department of Public Health and Department of Developmental Services regulations.

PURPOSE: To ensure that only authorized personnel have access to the current, correct medications prescribed for each individual.

PROCEDURES:

1. Prescription and non-prescription medications for all individuals who are non-self-medicating are labeled and stored in a locked cabinet in an area which is devoted strictly for medication administration. The individual prescription medications including controlled substances are stored in a locked box in its own separately labeled compartment and in the locked cabinet.
2. External and internal medications are stored separately on different shelves.
3. Prescription medications that need refrigeration are stored in a locked container within the refrigerator in the nursing office. Controlled substances that require refrigeration must be stored separately from any other medication and double locked (i.e. a locked box within a second locked box or a locked box within a locked refrigerator.)
5. Whenever possible, the program does not store more than a thirty-day supply of any medication.
6. A medication record form is used to keep a record of all the medications sent in from home or the residence. Similarly when medications are sent back home, a record is made which includes the date and number of pills returned.

SHORE POLICIES AND PROCEDURES: ADULT SERVICES DIVISION

TITLE: Medication Management Policies and Plans
Security

POLICY: All medication will be locked in a designated area and access limited only to authorized persons.

PURPOSE: To ensure security and that only authorized personnel have access to the medications.

PROCEDURES:

1. Program nurses are the only personnel who have access to the medication cabinet or medication cart.
2. Nurses, staff, families, and residential staff communicate when there are medication changes. Changes are documented on the medication and treatment charts and nurses' notes.
3. After hours, keys are locked in the nurse's office and the office is locked.
4. Whenever possible, nurses are paged for med pick-ups so that only nurses are handling medications brought in by residential programs and families. In other cases, where staff may accept meds, they should be directly brought to the nurse's office. Barring an emergency, if staff are unable to directly deliver meds to the nurse, (due to coverage needs for example) they should not accept meds and instead page the nurse or make some other arrangement to ensure that meds are never left unlocked/unattended.

SHORE POLICIES AND PROCEDURES: ADULT SERVICES DIVISION

TITLE: Medication Management Policies and Plans
Disposal of Medications

POLICY: Medications that are no longer being administered will be disposed of in a prompt and safe manner.

PROCEDURES:

1. All medications which are not given because: they are outdated, prescription is changed, orders are discontinued, or containers have a worn, illegible or missing label must be sent back to the residence or disposed of in the following manner:
 - a. crushed in coffee grinds or cat litter.
 - b. brought to a community site designated by the local board of health (e.g. city hall or police station).
 - c. incinerated at an approved site.
2. Disposal is done in the presence of two witnesses, either two nurses or a nurse and program manager or coordinator, and documented on the form with the following information included:
 - a. Date
 - b. Name of individual
 - c. Name of medication, strength and number of pills disposed
 - d. Signature of both witnesses
3. A complete Medication Disposal Form should be filed in the individual's chart. This form is used for Schedule II through V and all other medications.

SHORE POLICIES AND PROCEDURES: ADULT SERVICES DIVISION

**TITLE: Medication Management Policies and Plans
Medication Refusal**

POLICY: Every effort will be made to encourage an individual who is on prescribed medication to take the medication. In cases when an individual refuses medications, however, immediate follow-up and notification will be done.

PURPOSE: To promptly alleviate the problem that an individual may be having in regards to taking the medication and protecting his/her health and well-being.

PROCEDURES:

1. If an individual refuses an oral medication, every effort is made to determine the basis for the refusal. This may include getting information from the residence/family about any similar refusals or any other information they can provide.
2. Several attempts are made (using varied approaches, using different nurses or staff assistance with nurses) before documenting this as a refusal.
3. Parents, staff or nurse from the residence are notified as soon as possible and appropriate follow-up is done with them. The physician is also called if necessary and appropriate.

SHORE POLICIES AND PROCEDURES: ADULT SERVICES DIVISION

TITLE: Medication Management Policies and Plans
Telephone Orders

POLICY: Telephone orders will only be taken by a Shore nurse and will be followed by written orders signed by the physician.

PROCEDURES:

1. Only a licensed nurse at Shore will take a verbal order from a physician or nurse. A residential staff or family member may notify the Shore nurse of a change in orders if written orders are being sent in with the individual that day. If this is the case, only the written order, not the verbal notification, can be honored as a change order. Any change in orders is considered a new order.
2. The nurse taking the telephone order is responsible for transcribing the order. A physician's order form is filled out containing the following information:
 - a. Name of individual
 - b. Address of individual
 - c. Name & Address of physician ordering changes
 - d. Date of order
 - e. Complete medication order – name of medication, dosage, frequency, route, & all other instructions.
 - f. Signature of individual obtaining order
3. This transcribed information/order is then electronically sent to the physician to sign. This signed copy is placed in individual chart and with the Medication and Treatment Chart.
4. New orders are also documented in the nurse's progress notes.

SHORE POLICIES AND PROCEDURES: ADULT SERVICES DIVISION

TITLE: Medication Management Policies and Plans
Self-Administration

POLICY: Individuals who demonstrate the interests and pre-requisite skills to administer their own medications, will be given the opportunity to learn how to safely, accurately and independently take their own medication.

PURPOSE: To provide individuals the opportunity to function independently at the highest level possible while considering their own safety and well being and that of all others. Individuals must be able to demonstrate medication self-administration in a safe and appropriate manner.

DEFINITION: Self-administration is “personally using prescription medication in the manner directed by the prescribing practitioner, without assistance or direction by program or facility staff, in accordance with Department standards. A verbal reminder that the time for taking a dose of medication has arrived does not constitute assistance or direction by program staff.” (As defined by the Department of Developmental Services.)

PROCEDURES:

1. Each self-administration program should be specific to the individual (i.e. there is no generic teaching program or adaptive device applicable to all.)
2. Self-administration determination should be evaluated by the ISP Team and must be documented in the ISP.
3. The training must be done in conjunction with the person’s health care provider (Physician, PA, NP).
4. A program consultant may be engaged to provide direction and leadership with program development.

POLICY AND PROCEDURE MANUAL

SEC: Adult Day Services

TITLE: Vagal Nerve Stimulator (VNS)

POLICY: All Non-Nursing Personnel will be trained in the application and procedures related to the Vagal Nerve Stimulator (VNS) in accordance with Mass Health Day Habilitation Provider requirements.

PURPOSE: To ensure that device activation is done in accordance with Doctor's orders to provide optimal safety to individuals to whom it pertains.

PROCEDURES:

- 1) If an individual at Shore has a VNS there must be a valid health care provider prescription for the use of the VNS.
- 2) Nursing will ensure the acquisition and maintenance of competencies related to the VNS device and the use of the hand-held magnet.
- 3) The assessment and plan of care will specifically document the individual's seizure prevention needs. The specific focus shall be on the signs and symptoms of the seizure in the particular individual, the presentation of the aura if applicable, the location of the VNS in the body, the direction and duration of the magnet while swiping and any associated procedures, including the immediate notification of the nurse that the magnet has been deployed.
- 4) Nursing will ensure that there is collaboration and communication around the development, implementation, monitoring and evaluation of the training and performance of non-nursing personnel who use the hand-held magnet to activate the generator transcutaneously. (Such training, monitoring and performance evaluation does not constitute delegation or supervision by the licensed nurse because the use of the VNS is not the practice of nursing).
- 5) Nursing will ensure appropriate and timely communication with the the individual's guardian, residential provider, and/or health practitioner, as indicated in his/her protocol.
- 6) Nursing will complete, accurate and legible entries in any and all records required by federal and state laws, regulations and accepted standards of nursing practice.
- 7) A current individual-specific physician order outlining the specific parameters for the activation of the VNS will be obtained by Nursing and filed in individual's medical record.

SHORE POLICIES AND PROCEDURES: ADULT SERVICES DIVISION

TITLE: Universal Precautions

POLICY: All Shore Staff will be trained and retrained in Universal Precautions and expected to utilize these while performing any work duties that require that these precautions be taken.

GENERAL GUIDELINES:

- Universal Precautions are work practice controls to protect the employee from the spread of bloodborne pathogens.
- Staff will wear gloves when touching blood, semen, vaginal secretions, or body fluids containing visible blood, when working with students, or handling items or surfaces soiled with blood or those fluids. Gloves will be disposed of in plastic lined containers.
- Hand washing is necessary immediately and thoroughly if hands or other skin surfaces become contaminated with blood, semen, vaginal secretions, or body fluids containing visible blood. Staff will wash hands immediately after removing gloves.
- All body fluids as well as instruments environmental surfaces, materials, etc., with potential to be contaminated with blood or other infectious materials shall be treated as if they are infected. Examples are used bandages, sanitary napkins, used paper towels, garbage, toilets, linens.

The Center for Disease Control recommends that non-sterile gloves, be worn:

- When handling any items as laundry, dressing, clothing or surfaces that are contaminated with blood, semen or vaginal secretions.
- When employees have sore, cuts, or severe rashes on their hands.
- When cleaning spills of blood, body fluids, containing visible blood, semen or vaginal secretions
- The contaminated surface should be disinfected with a solution of bleach 1:10 (one part bleach to 10 parts of water) two times.
- Pour the solution around the contaminated area and in the center. Wipe with paper towels starting from the perimeter and working toward the center. Dispose of all waste in double plastic bags.
- Bins, pails and cans shall be decontaminated on a regular basis and whenever they are contaminated with blood or other potentially infectious materials.

SHORE POLICIES AND PROCEDURES: ADULT SERVICES DIVISION

TITLE: Reporting Critical Incidents

Shore/HCSIS Policies and Procedures

I. Operational/Administrative Policies & Procedures

A. When one of the following conditions occur, the Program Manager who supervises the staff person must notify the Director of Adult Services in writing of the change of status that must be made to the HCSIS system:

- When a new staff is hired that needs access to the HCSIS system
- When a staff person is promoted or demoted and this change in position affects the role/access s/he has in HCSIS.
- When a Shore staff person who has had access to HCSIS leaves his/her employment

B. This information must include:

Person's full name (first, middle initial, last)

Last 4 digits of the persons social security # OR month and date of birthday (MMDD)

Change in Status --- e.g. Promoted to DSS2; Promoted to PM; Resigned

Effective date of status change

C. The Director of Adult Services or the Designated HCSIS Administrator in Shore's I.T. Department will follow EOHHS procedures to enroll, reassign the role or terminate the person from the HCSIS system once s/he is notified by the Program Manager.

II. Reporting Incidents & Physical Restraints

Incident Reports can and should be written/reported by all staff who witness a reportable event under the criteria defined by DDS. In the case of direct service staff, paper forms can be used to document incidents and then submitted to DSS2's or Program Manager's for data entry or the DSS may complete the incident on-line with the assistance, if needed of a PM or DSS2. All others writing/reporting incidents will have personal/direct access to HCSIS on the web.

In either case, a Program Manager must review the incidents on-line and do the initial supervisory sign-off before they are submitted to DDS.

Timelines and instructions for completing forms should be followed using all DDS policies and procedures.

Program Managers and Coordinators have (7) days to conduct their final review and develop an action plan. Though it is not necessary that this specified amount of time elapse, it is recommended that PM's and PC's take advantage of this additional time to fully investigate an incident, consider an action plan that is functional in preventing future recurrences and ensure s/he has all the facts with which to make an accurate response.

In no case, should the incident reporting or reviewing process be accelerated in order to get a copy of the incident to a residential provider or guardian. In all cases, guardians should be called when an incident occurs. If a specific agreement is made with a guardian that s/he is to get a copy of the incident report, this will be sent when the PM/PC has reviewed the report and authorized it to be sent to an outside party. Otherwise, eligible people have access to the information they need via the HCSIS system itself and Shore will not provide additional copies.

When an incident is completely closed, i.e. signed off on by Shore Managers as well as Area Office staff and designated as closed, a copy of the full report will be printed out and filed in the individual's confidential file. Until then, hard copies do not need to be made "along the way" and filed in the record.

SHORE POLICIES AND PROCEDURES: ADULT SERVICES DIVISION

Copies of incidents no longer need to be submitted to the HRC in advance of HRC meetings. Tracking will now be done by PC's (who will also serve as Shore HRC Coordinators for each of their sites) through the HCSIS system.

Reporting "Events" that are not Incidents

As indicated on the Major and Minor categories/dictionaries of incidents, the threshold for defining an incident has changed with the advent of HCSIS. Nonetheless documentation and/or verbal reporting should continue on events that may currently be considered significant or concerning. Alternate means of communicating and/or documenting these are:

- Physical Condition Log
- Behavior Data Sheets
- Nursing Notes
- Telephone Logs
- Development of Separate Data Sheets/Progress notes/Tracking Form to track and document the specific issue of concern – e.g. no coat worn to work;
- Increased falls (no injuries incurred); skin breakdowns; aggression toward peers; etc.

Physical Restraints

Physical restraints are to be entered into the HCSIS system within 24 hours of the restraint/escort by a staff person who is authorized to perform data entry of any reports (such as incident reports).

Physical restraint reports must be reviewed by Program Managers/Program Coordinators and submitted by these individuals.

Program Coordinators at each program site may write the Program Manager review for all restraints submitted at their program site. When however, the restraint does not comply with DDS or Shore policy, the Division Director must be notified by the PC and a decision will be made as to whom will write the review and the reason(s) for its failure to comply.

Medication Occurrences

Medication errors (of any type) made by licensed nurses are not to be reported through the HCSIS system.

This module is for MAP (Medication Administration Program) staff and Shore is not eligible to participate in this program since we operate Day Habilitation programs which require that nurses administer medication. Therefore this section of the HCSIS reporting system will not apply.

Nurses should report medication occurrences/errors to their Program Coordinator/Director; the individuals' physician, guardian, Department of Public Health, and any others as required by their nursing license.

SHORE POLICIES AND PROCEDURES: ADULT SERVICES DIVISION

TITLE: DO NOT RESUSCITATE

POLICY: Shore will follow Doctor's orders as specified for individuals with DNR directives in medical emergency situations.

PROCEDURES:

1. An original Doctor's Order must be obtained from the individual's healthcare provider and maintained in the individual's medical record.
2. The Physician must provide a fully executed CC/DNR Order Verification and specify that all resuscitative procedures and treatments are to be withheld.
3. A CC/DNR order verification bracelet may be issued, but is not necessary if the original order is on file at Shore.
4. Shore will develop a protocol for informing and training those who work directly with individuals who have these orders. Training will include the specific conditions under which an DNR would apply and on the other hand, acute emergency conditions where medical protocols would be followed and administered.
5. In all cases of medical emergencies, whether or not a DNR is ordered, Shore staff or nurses will call 911. When there is a DNR order in place, emergency personnel will be shown the original order upon arrival to Shore.
6. In all cases, palliative care will be provided.

SHORE POLICIES AND PROCEDURES: ADULT SERVICES DIVISION

TITLE: SEARCH PLAN

PROCEDURES

Upon discovering that an individual is missing from an assigned area, staff will immediately inform the Program Coordinator (PC), Program Managers and/or Administrative Assistant who will then assign staff to:

1. Search every area inside the building and the immediate vicinity outside. Each staff person will report back to the PC and/or Administrative Assistant.
2. If the individual is not found inside the building or immediate vicinity outside, staff will be assigned to extend the search beyond the program grounds. Staff will be assigned a direction in which to search on foot or by vehicle. Staff using vehicles will travel approximately 5 miles before calling the program for further instructions. Depending on the individual and his/her safety skills, 911 may be called at this point in addition to Shore staff continuing their search.
3. If the individual is found, staff will call the PC and/or Administrative Assistant to notify the search team immediately. If the individual is not visibly injured, they will be returned to the program and assessed by the program nurse for possible injuries. If the individual is visibly/seriously injured, staff will call 911 for emergency medical assistance. Staff will then call the program to inform the PC.
4. If the extended search protocol is not successful in locating the individual, the Administrative Assistant or PC will call 911 to inform the police that an individual is missing from the program. Relevant health and safety information will be shared with the police.
5. The Program Manager or PC will inform the following people that search procedures were implemented: Shore's Executive Director, the individual's parent/guardian, the individual's residential provider (if applicable), the DDS Service Coordinator, and DMA Program Manager (if applicable).
6. An incident report will be completed within 24 hours for DDS and/or MassHealth. DPPC will be notified, if appropriate.

SHORE POLICIES AND PROCEDURES: ADULT SERVICES DIVISION

TITLE: Use of Shore and Personal Vehicles

Staff who are required to drive Shore vehicles for Shore-related business (as specified in their job descriptions) or who volunteer to drive Shore vehicles must have valid Massachusetts drivers' licenses and approved driving records. Staff will provide HR with a copy of their drivers' license and signed authorization for Shore to obtain a Registry of Motor Vehicles driving record. The Executive Director/designee will review driving records and provide approval for employee to drive. Driving records will be re-checked throughout employment, at least every two years.

Staff who are required or wish to use their personal vehicles to transport adults, students or conduct other Shore business must first provide a copy of a valid Massachusetts driver's license, vehicle registration, proof of insurance, and submit to an initial and ongoing RMV driving record checks. Personal vehicles may not be used to transport Shore individuals until approval is provided by the Executive Director/designee. It is the employee's responsibility to regularly provide Shore with updated registration, insurance and driver's license information.

Prior to driving Shore vans, staff will be trained in the following areas:

- Safe operation of van/vehicle;
- Operation of lift and manual operation of lift (as a back-up) and procedures for tying and locking down all wheelchairs;
- Emergency equipment available in the vehicle (seat belt cutter, first aid kit, fire extinguisher if applicable);
- Procedures to record mileage, purpose, passengers related to trips;
- How to access student and adult emergency information electronically (via smart phone);
- Procedures to follow in the event of an accident.

As part of this training, staff will "test drive" one or more vehicles, accompanied by the Program Coordinator/designee.

When conducting business, particularly, while driving students, adult participants or co-workers in Shore or personal vehicles, staff must adhere to all laws and safety standards. The driver and all passengers must wear seat belts at all times. Wheelchairs must be secured according to vehicle and equipment safety protocols, when vehicle is moving and when passengers are using lifts to embark and disembark. Vehicle accidents, no matter how minor, must be reported immediately to Shore Coordinator/supervisor and if necessary (or questionable) to the police. Violations of laws or safety standards may result in revocation of driving approval, disciplinary action, up to and including termination.



Shore Educational Collaborative

Emergency Procedures Manual

Revised 8/14; 5/17, 1/18

Shore Educational Collaborative Emergency Procedures

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OUTSIDE AGENCY Emergency Call Numbers

CHELSEA POLICE DEPARTMENT – 911

Alternative Emergency: 617-466-4855

CHELSEA FIRE DEPARTMENT – 911

Alternative Emergency: 617-466-4600

MASSACHUSETTS STATE POLICE: 978-538-6060

CHELSEA EMERGENCY MANAGEMENT 617-466-4660

CHELSEA ANIMAL CONTROL: 617-466-4855

CHELSEA DEPT OF PUBLIC HEALTH: 617-466-4080

LOCAL HOSPITAL- WHIDDEN 617-389-6270

BUS COMPANY - MBTA 617-222-1212

ELECTRIC COMPANY – NSTAR 800-340-9822

GAS COMPANY – National Grid 617 469-2300

CHELSEA WATER DISTRICT – City of Chelsea Public Works Dept.

Ph: 617-466-4310

Ph: 617-466-4240

Agency Administrators

Emergency Telephone Numbers

Administrators:

Jacki Clark, Executive Director

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Cathy MacNeil, Student Services Coordinator:

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Denise Tamburello, Student Services Coordinator:

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Judy Lynch, Student Services Coordinator:

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MISSION STATEMENT

Shore Educational Collaborative's mission is to provide the highest quality education offering the student maximum opportunity to develop life skills, achieve academic goals and whenever possible to transition into a public school setting. With the help of the dedicated professionals at Shore Educational Collaborative, seriously troubled children, adolescents, and their struggling families are able to rediscover their strengths, develop new skills, and begin the work of rebuilding their lives.

Shore Educational Collaborative's Emergency Procedures is designed to provide guidelines for school staff to use when an emergency is developing or has occurred. We have prioritized the steps to take when a particular emergency arises; however, every crisis situation will be different and, therefore, expect the Shore Educational Collaborative staff to exercise sound professional judgment and discretion in adapting quickly when responding to a particular crisis situation.

In any crisis, Shore Educational Collaborative staff is reminded to remain calm and help students remain calm.

Advance Planning

While an emergency situation is almost always unpredictable, advanced planning is essential if we are to manage any emergency effectively. Advance planning increases our ability to remain calm, and to be organized and objective in our response; it reduces the disorder and panic which can occur in times of crisis. Routine evacuation practices, lock-down drills, follow-up response analysis, and site evaluations go a long way toward ensuring familiarity and compliance with emergency procedures if and when an actual crisis occurs.

Perhaps the most important step in advance emergency response planning is identifying the key personnel who will assist in managing emergency situations. The personnel who have been identified to hold major roles in responding to emergency situations serve as members of the Critical Incident Team.

Standard procedures for a variety of emergency situations, evacuation plans, and important phone numbers are included in other sections of this manual.

IMPORTANT DEFINITIONS

Critical Incident - An unplanned event that can cause death or significant injury to students, employees, visitors or the public, or that can shut down the school, disrupt operations, cause physical or environmental damage or threaten the school's operational standing or public image.

Planning – Planning is not the sole component of critical incident management preparations. Preparations must include the following important components as well: training, drills, testing equipment, surveying the site, employing crime prevention principles, cooperating and coordinating with local emergency personnel including community preparation activities, and communicating "safety and effective learning" to all persons on campus.

Critical Incident Team – The group of individuals with specific, assigned duties who will respond to a critical incident. Building an Emergency Procedures plan includes identifying team members, assigning duties, and designating a specific chain of command in order to be prepared for a catastrophic emergency.

Emergency - A situation requiring the immediate "lockdown" of students and staff in order to protect lives. The term "Emergency" will only be used for the following incidents:

1. Armed people on campus
2. Hostage situation
3. Drive-by shootings
4. Civil disturbances
5. Intruders/unauthorized person
6. Student abductions
7. All other emergency situations deemed necessary

Evacuation Emergency – is a situation not requiring a "lockdown", but requiring an evacuation. Whenever the emergency alarm sounds indicating the need to evacuate the building, or staff are told to evacuate the building, all persons will immediately vacate the building through the nearest exit as indicated on individual room plans.

Once outside of the building, students and staff will proceed to assigned program meeting area away from the building. The attached building and grounds of floor plan indicates those areas.

PROGRAM	EVACUATION MEETING LOCATIONS
Woburn	Meeting Locations
Chelsea	Zone Meeting Locations
Peabody	Rear North Corner of Parking Lot

Relocation Procedures

Upon notification by emergency public safety personnel and Program Coordinator that it is not safe/possible to occupy the building, individuals should be relocated to the sites specified below.

Adults may be transported using program vehicles, staff vehicles, police vehicles or may walk with the level of supervision/ assistance needed. Students may be transported using approved transportation emergency vehicles or may walk (Staff may not transport students in staff vehicles). Once individuals have been safely relocated, the Program Coordinator will contact the Shore Executive Director/Designee, the DDS Area Director, and the Day Hab Program Manager

at the Mass Health Office of Long Term Care, or DOE, District Special Education Directors/Administrators, depending on program.

Individuals and staff will wait at the temporary relocation site until further instructions are given.

PROGRAM	RELOCATION SITES
Woburn	Woburn Hilton
Peabody	Marriott Hotel
Henry Owen Center- School Program	Our Lady of Grace Church
Henry Owen Center- Adult Program	Our Lady of Grace Church

Lockdown -

An emergency may prevent the safe evacuation of a school building and require steps to isolate students and faculty from danger by instituting a school lockdown. All school personnel must be familiar with these procedures and the specific actions they must take during a lockdown.

The Incident Supervisor or any staff member that observes a critical incident can order a school lockdown. Depending on the situation, the Incident Command Team should be assembled prior to announcing the lockdown or immediately after making the lockdown announcement.

Members of the Team should report to the main office or command post identified in the announcement. The Incident Command Team will then plan for the next steps in handling the incident. This will involve monitoring and intervening in the emergency situation, making notifications, and ensuring lockdown procedures are in place and all students and faculty are secure.

When the lockdown announcement is made, all staff should follow these directions:

All Staff:

- A. Lock room doors immediately.
- B. Keep everyone sitting on the floor, away from the door and windows.
- C. Use caution and discretion in allowing anyone entry into the classroom.
- D. Advise everyone that there is some type of emergency but you don't know what it is.
- E. Take attendance and prepare a list of missing students and extra students in the room.
Prepare to take this list with you when you are directed to leave the classroom.
- F. Use color code card to announce status of room
 - 1. Red if under duress or persons missing
 - 2. Green if room is safe
- G. If there is a phone in your classroom, do not use the telephone to call out. Lines must be kept open, unless there is an emergency situation in the classroom.
- H. Ignore any fire alarm activation-the school will not be evacuated using this method.
- I. Project a calm attitude to maintain student behavior.
- J. When or if students are moved out of the classroom to safe meeting locations, assist them in moving as quietly and quickly as possible.
- K. Remain in the room until a member of the Incident Command team comes to the room with directions or a Safety official arrives with directions.

Communications:

- A. School Front Desk Receptionist
 - 1. If under duress, press panic button under desk and await assistance.

2. Make the following announcement...
 - a. "STAFF, PLEASE SECURE YOUR STUDENTS IN YOUR CLASSROOM IMMEDIATELY. ALL STUDENTS REPORT DIRECTLY TO YOUR CLASSROOM AND IGNORE ANY FIRE ALARMS."
3. Call 911 and notify the police that...

"Shore Educational Collaborative at 100 Revere Beach Parkway in Chelsea has declared an emergency situation requiring a LOCK DOWN of the building."
4. Notify the Incident Supervisor of all actions taken.
5. Secure all doors in hallways and entrances.
6. Only allow access into building for Shore employees.
7. Set up Communications Center

B. Communications Supervisor

1. Implement internal communications security plan.
2. Report to operations center.
3. Inventory and prepare to distribute emergency communication equipment.
4. When authorized, implement external communications plan.

C. Incident Supervisor

1. Determine situation and announce LOCK DOWN.
2. Determine status of all rooms.
3. Open communications.
4. Accountability of people in your area.
5. Medical emergency response.
6. Report to operations center

School Critical Incident Command Post - The site where the school-based Critical Incident Team bases its operations. The site of an alternative command post should be designated in advance in the event that the primary area is unavailable.

The site for the Chelsea Critical Incident Team's base of operations is the Administration Boardroom. The alternative site is the IT Room.

The site for the Woburn Campus Critical Incident Team's base of operations is Nurse's Office. The alternative site is The Garden room.

The site for the Peabody Campus Critical Incident Team's base of operations is Office 5. The alternative site is Office 1.

Public Safety Command Post – An area for a law enforcement command post far enough away from the school to be safe but close enough for a SWAT team to stage and advance to the school. An alternative law enforcement command post site should be identified in advance. Primary PSC Post site is _____; the alternative site is _____.

The Woburn Primary PSC Post site is _____; the alternative site is _____.

The Peabody Primary PSC Post site is _____; the alternative site is _____.

Media Areas – The planning team should designate two media staging areas, one area for active-crisis updates off-campus and away from the danger, and a second area for a post-incident briefing. Media staging areas: #1 ongoing crisis updates: _____ and #2 post incident briefing area: _____.

Woburn's Media staging areas: #1 ongoing crisis updates: _____ and #2 post incident briefing area: _____.

Peabody's Media staging areas: #1 ongoing crisis updates: _____ and #2 post incident briefing area: _____.

Shore feels that it should not be our responsibility to decide on a command center and that it would be best to leave it up to Emergency Personnel. Same with the Media Area.

Shelter in Place - is a protective plan to keep individuals safe inside the program site when an event occurs which makes evacuation risky. When a shelter in place is deemed necessary by the Executive Director/Designee all staff, individuals, and guests will be notified that shelter in place procedures will be implemented in 3 minutes. This enables guests/visitors to leave the premises if they wish. They will be instructed that they cannot re-enter the building once they choose to leave. A likely scenario for which Shelter in Place would be employed is a hazardous chemical spill in the immediate area.

Shore staff is required to stay on-site and implement shelter in place procedures as follows:

- ❖ Shut and lock all exterior doors.
- ❖ Place wet towels under doors to create a tight seal as possible.
- ❖ Turn off all air care/exchange systems (i.e., heating, air conditioning, ventilating system).
- ❖ Remain in classroom/workshops with doors closed (if possible) until such time that the all clear signal is given.
- ❖ When the all clear signal is given indication that shelter in place conditions may be terminated, wait for further instructions from public safety personnel.

Transportation Area - School buses may need to be called in early to send students home after an emergency situation. Due to the nature of the emergency, the regular "bus loop" area may not be available, so an alternative area must be identified.

The Chelsea regular pick up/drop off area is: 100 Revere Beach Parkway, Chelsea, The alternative bus loop / pick-up area is Our Lady of Grace 59 Nichols Street, Chelsea.

The Woburn regular pick up/drop off area is: 10 Forbes Rd. Woburn, The alternative bus loop / pick-up area is the Hilton Hotel, 2 Forbes Rd. Woburn.

The Woburn regular pick up/drop off area is: 10 Technology Drive, Peabody, The alternative bus loop / pick-up area is the Marriott Hotel, 8A Centennial Drive, Peabody.

Parent/Guardian/Relative Area - No one will be allowed through the law enforcement safety perimeter around the school until law enforcement permits it. Once allowed inside the perimeter, all parents/guardians/relatives will be directed to the Student Assembly Area identified above. Parents/guardians may sign students out of school at that time and only in that location.

Dismissing Students - Students will be allowed to leave the school grounds only after there has been clear, direct communication between the school and the parents/guardians.

Consider the Following...

It is important that all members of the Critical Incident Team be cross-trained so that each member is able to fill in for any absent member. The Executive Director/Designee is the designated leader of the CI Team and is responsible for assigning specific duties to each member. Part of the school's plan must be to establish an alternative chain of command, as outlined in Attachment B, in the event that the Executive Director/Designee is absent or unavailable.

While each school may add duties or assignments to the plan, it is vital that the following duties are assigned when developing your plan. Someone must be responsible for:

- Notifying Chelsea, Peabody, Woburn Police and Fire Departments immediately. Dial 911.
- Attempting to identify the person(s) responsible for the danger and their location.
- Alerting personnel in common areas of the school such as restrooms, corridors and halls. Portables and rooms without an intercom system must be contacted personally.
- Notifying and assisting substitute teachers/staff who may not be aware of these policies.
- Preparing an up-to-date attendance sheet for the day.
- Assigning staff to a Student Assembly Area for student checkout.
- Assigning responsibility for keeping the Emergency Go Kits up-to-date, if utilized.
- Assigning responsibility for reviewing and updating the Critical Incident Plan annually, and providing the updated plan pages to all team members.
- Assigning responsibility for critical incident drills, just as the school would have fire drills, and planning a follow-up meeting to process the effectiveness of the drill and the plan.
- Designating areas for the various command, reunification locations.

EMERGENCY DRILLS

The Executive Director/Designee shall hold fire and other emergency drills, in accordance with state mandates and school policy, to ensure that all students and staff are sufficiently familiar with such procedures that they can be activated and accomplished quickly and efficiently. Emergency drills shall be held at both scheduled and unscheduled times. Appropriate emergency response agencies may receive advance notice of Shore Educational Collaborative's emergency drills as needed.

Everyone in the facility, including direct care employees, administrative staff, facilities staff, kitchen staff, children and visitors must follow emergency response instructions in the room or area they occupy when an alarm is sounded.

Evacuation drills will also be conducted.

RECOMMENDED EMERGENCY DRILL REQUIREMENTS **FOR THE SCHOOL**

- Recommended to have at least four (4) Fire Drills each year.
- Recommended to have at least two (2) Intruder Drills each year.

EMERGENCY PREPAREDNESS TRAINING

Emergency Preparedness Training should be provided to all Shore Educational Collaborative employees. The Executive Director/Designee is responsible for overseeing Emergency Preparedness training and may delegate training tasks and responsibilities as appropriate.

The person responsible for training will determine and organize the method, place and time. If personnel are absent at the time of the training, a follow-up procedure or make-up training will be established to ensure that everyone is trained in emergency procedures.

The following general emergency training objectives will be accomplished:

1. The training representative will certify in writing to the Executive Director/Designee that all personnel have been trained in emergency preparedness.
2. A copy of the emergency preparedness training lesson plan will be placed in the school's Emergency Plan.
3. Following emergency training, Shore Educational Collaborative personnel will be able to:
 - o Respond to a fire alarm, evacuate the building and follow all other fire and evacuation procedures as listed in the emergency plan.
 - o Know how to call for emergency help and know where the emergency phone numbers are listed.
 - o Recognize the procedures to follow if any of the following types of emergency should arise: hazardous materials, high wind, hurricanes and other types of severe weather; medical, flood, utility failure, nuclear explosion or radioactive fall-out, bomb threat, civil disturbance, hostage situation, or any other type of emergency.
4. The school's emergency plan will designate and personnel will know:
 - o Where emergency supplies and first aid equipment is located in the buildings, and how to use them.
 - o What and where the Command Center is and how the chain of command works.
 - o How and where to evacuate all persons on the school grounds.
 - o Where the Emergency Procedures Manual is stored for reference.
 - o How to assist students with disabilities and special needs.
 - o Where the safety features (fire extinguishers, safe areas, etc.) of the building are and the sources of help that are available.
 - o The designated safe zones for intruder drills.
5. Assignments may be made to specific individuals to assist in special duties as outlined in the Emergency Procedures.

Trainings Related to this Emergency Plan:

TYPE	FREQUENCY
- School Level Orientation	Annual
- District Crisis Team	Quarterly
- National Incident Management System	On Line**

** (Training for the National Incident Management System Certification for Levels 100 and 200 are available @ the website listed below)

<http://training.fema.gov/IS/crslist.asp>** (Trainings for Levels 300 and above are offered periodically by the Local Emergency Management Agency. In order to participate in these trainings you must complete Levels 100 and 200 as a pre-requisite.)

CRITICAL INCIDENT TEAM

The school shall have a Critical Incident Team consisting of:

- The Executive Director/Designee
- The Nursing Department
- The Principal/Director of the School
- A member of the Facilities Department
- An Administrative Assistant
- Clinician
- Child Care Supervisors
- Child Care Workers
- Any other members deemed necessary by the Executive Director/Designee.

Committee members will be appointed yearly and should meet quarterly. A list of current members will be kept in the Addendum of the Emergency Procedures. The Executive Director/Designee and the situation's Incident Commander (which may include local Police and Fire Department personnel) will make all final decisions in all emergency situations.

The duties and responsibilities of the Critical Incident Team include:

1. Become acquainted with all aspects of emergency preparedness.
2. Acquire Incident Command System (ICS-100) Training On-Line or in person.
3. Review the emergency preparedness procedures as outlined in the Emergency Procedures; and make changes when necessary.
4. Plan, implement, and evaluate emergency drills throughout the school year.
5. Ensure the inspection and testing of emergency equipment at regular intervals.
6. Provide training for staff members in the proper use of fire extinguishers and other fire fighting equipment.
7. Assign a Chain of Command so that, in the absence of the administrators during an emergency, some members of the committee will have the authority to act on their behalf. This is also important to organize the school administration's response to an emergency in combination with the City's emergency response personnel.

SHORE EDUCATIONAL COLLABORATIVE **RESPONSIVE SECURITY PLAN**

When announcement is made to implement the Responsive Security plan, the following procedures need to be followed:

This plan will be implemented during an emergency that exists at or near a Shore Collaborative facility. It requires a heightened sense of security and supervision at our facilities. This level of response is a preventative step to ensure the safety of our staff and individuals under their guidance. The Incident Command Supervisor will determine the need to respond and the level of security required.

All Staff:

- A. Take attendance and prepare a list of missing students and extra students in the room.
Prepare to take this list with you when you are directed to leave the classroom.
- B. Return to your assigned workspace and continue activities.
- C. Rooms do not need to be secured unless instructed to.
- D. Outdoor activities are restricted.
- E. Advise everyone that there is some type of emergency but you don't know what it is.
- F. Await further instructions

Communications:

- A. School Front Desk Receptionist
 - 1. If under duress, press panic button under desk and await assistance.
 - 2. Make the following announcement...
"STAFF, PLEASE RETURN YOUR STUDENTS TO YOUR CLASSROOM IMMEDIATELY. ALL STUDENTS REPORT DIRECTLY TO YOUR CLASSROOM AND IGNORE ANY FIRE ALARMS."
 - 3. Notify the Incident Supervisor of all actions taken.
 - 4. Secure all Entrance doors.
 - 5. Only allow access into building for Shore employees.
 - 6. Set up Communications Center
- B. Communications Supervisor
 - 1. Report to operations center.
 - 2. When authorized, implement internal communications security plan.
 - 3. Inventory and prepare to distribute emergency communication equipment.
 - 4. When authorized, distribute emergency communication equipment.
 - 5. When authorized, implement external communications plan.
- C. Incident Supervisor
 - 1. Determine situation and announce heightened state of security.
 - 2. Determine status of all rooms.
 - a. Open communications.
 - b. Accountability of people in your area.
 - c. Medical emergency response.
 - 3. Report to operations center.

Security:

- A. Ensure all exterior door are secured
- B. Manual override of Automatic keypad system.
- C. Secure perimeter of the building and lock gates
- D. Post signs declaring facility currently under security alert at all entrances
- E. Post fire watch personnel
- F. Determine power plant and HVAC status
- G. Post gate guards at main entrance
 - 1. Allow Shore personnel to enter facility
 - 2. Visitors must be approved by Incident Command supervisor.
- H. Report to Operations center
- I. ~~Secure perimeter of the building and lock gates.~~
- J. Determine power plant and HVAC status.

Incident Command Supervisor:

- A. Determine what outside agencies to communicate with and needs.
- B. Determine requirements for medical assistance.
- C. Determine need for mutual assistance.
- D. Open emergency operations center (EOC)
- E. Single interface for media communications.
- F. Ensures logbook is maintained for all actions during emergencies.
- G. Implement media relations plan.

Incident Supervisors:

- A. Determine status for area of responsibility.
 - 1. Communicate with Staff as the situation allows.
 - 2. Establish medical requirements.
- B. Obtain personnel and individual emergency contact list.
- C. Determine if personnel should move to safe meeting locations.
- D. Report/communicate with emergency operations center (EOC).
- E. Do not communicate with external agencies unless authorized by EOC
- F. Ensure emergency equipment is distributed appropriately.
- G. Implement emergency transportation plan as directed by EOC

Coordinators:

- A. Determine status for area of responsibility.
 - 1. Communicate with Staff as the situation allows
 - 2. Establish medical requirements.
 - 3. Determine counseling requirements.
- B. Determine if safe meeting locations are available
- C. Establish communication with Incident supervisor.
- D. Ensure emergency equipment is distributed as needed,
- E. Assist with emergency transportation as directed by incident supervisor

Counseling coordinator:

- A. Implement crisis management plan
- B. Communicate with Incident supervisor
 - 1. Status of students and staff
 - 2. Location of counselors and if additional assistance needed.

Security: (Combined with Security list above)

- A. Ensure all exterior door are secured

- B. Physical inspection
- C. Manual override of automatic keypad system.
- D. Secure perimeter of the building and lock gates
- E. Post signs declaring Lock Down at all entrances
- F. Lock all interior doors and create impediments along hallways
- G. Post fire watch personnel
- H. Determine power plant and HVAC status.
- I. Report to Operations center

Incident Command Supervisor:

- A. Determine what outside agencies to communicate with and needs.
- B. Determine requirements for medical assistance.
- C. Determine need for mutual assistance.
- D. Open emergency operations center (EOC)
- E. Single interface for media communications.
- F. Ensures logbook is maintained for all actions during emergencies.
- G. Implement media relations plan.

Incident Supervisors:

- A. Determine status for area of responsibility.
 - 1. Communicate with Staff as the situation allows.
 - 2. Establish medical requirements.
- B. Obtain personnel and individual emergency contact list.
- C. Determine if personnel should move to safe meeting locations.
- D. Report/communicate with emergency operations center (EOC).
- E. Do not communicate with external agencies unless authorized by EOC
- F. Ensure emergency equipment is distributed appropriately.
- G. Implement emergency transportation plan as directed by EOC

Coordinators:

- A. Determine status for area of responsibility.
 - 1. Communicate with Staff as the situation allows
 - 2. Establish medical requirements.
 - 3. Determine counseling requirements.
- B. Determine if safe meeting locations are available
- C. Establish communication with Incident supervisor.
- D. Ensure emergency equipment is distributed as needed,
- E. Assist with emergency transportation as directed by incident supervisor

Counseling Coordinator:

- A. Implement crisis management plan
- B. Communicate with Incident supervisor
 - 1. Status of students and staff
 - 2. Location of counselors and if additional assistance needed.

Possible Emergency Situations

Bomb Threat

Bomb threat response procedures are established to protect life and property and to avoid confusion in the event that a bomb threat is received at one of the Shore Educational Collaborative buildings.

A bomb threat is a form of terrorism usually made for one of three reasons:

1. The person making the threat has a grudge against the threatened facility and wishes to disrupt the facility's day-to-day activities out of desire for revenge.
2. The person making the threat is aware of the presence of an explosive device within the facility and is transmitting an alarm so that the building will be evacuated to save lives.
3. The person making the threat is or was an employee, or student or parent of a student in the threatened facility, and believes that the facility may be evacuated and closed for the rest of the day as a result of the threat.

Receiving a threat

Bomb threats are usually received by telephone. The recipient of a bomb threat call should make every attempt to keep the caller on the line in order to elicit information and determine sex, age and vocal characteristics of the caller. If a bomb threat is received or information is obtained that is believed to be a possible bomb threat, the 'Bomb Threat Checklist' (below) should be used to record details about the caller.

1. A Bomb Threat Checklist should be kept at all locations with links to outside lines.
2. School personnel must be familiarized with bomb threat procedures regularly; orientation and mock drills should be conducted every year.

Responsibilities of an Employee Receiving a Bomb Threat:

1. Listen to the message without interrupting the caller.
2. Write down the message, noting time of call, unusual background noises, estimate age of caller, and try to keep the caller talking.
3. Attempt to ascertain from the caller the type of bomb, where placed, time of detonation and reason school has been targeted.
4. After caller has concluded his/her threat, hang up and immediately lift the receiver and press #57 (call trace). Upon completion of the call, immediately press 9*57 and **DO NOT HANG UP** until you receive a message from the phone company.
5. Immediately notify the Division Director or Designee of the call and content of the message.

Responsibilities of the Executive Director or Assistant Executive Director:

If threat is deemed valid:

1. Call 911- advises that building is being evacuated because of a bomb threat.

2. Notify staff to evacuate the building. DO NOT UTILIZE FIRE ALARM SYSTEM OR PUBLIC ADDRESS SYSTEM TO EVACUATE THE BUILDING.
3. Notify each classroom of the need to evacuate the building. While completing this task, conduct a limited search of common areas of the building touching nothing.

Responsibilities of the Teacher/Staff

1. Upon receipt of notification to evacuate the building, conduct a limited search of classroom to determine if any strange or unknown objects are in rooms.
2. **Proceed to pre-designated evacuation point with class attendance book/emergency lists.**
3. Maintain control of students and advise Program Coordinator of any missing children/individuals.
4. Do not re-enter the building until directed to do so by public safety officials.

BOMB THREATS (DEVICE FOUND)

1. **Upon discovery of suspicious device, DO NOT TOUCH!**
2. Notify Program Coordinator and Executive Director/Designee.
3. If the device is found in a classroom with students, immediately, but in an orderly fashion, evacuate the classroom and the building.

Responsibilities of the Executive Director or Assistant Executive Director:

1. Upon notification of a device found: Call 911- advise building being evacuated because a suspicious device has been discovered
2. It is important to remember that the evacuation must be conducted in an orderly and controlled manner so as not to create an unstable environment, which may exacerbate the situation.
3. In consultation with police/fire/bomb disposal officials, determine when it is safe to re-enter the building.

Responsibilities of the Teacher/Staff

1. Upon receipt of notification to evacuate the classroom, proceed to pre-designated evacuation location with class and emergency lists.
2. Maintain control of students and advise the Program coordinator of any missing or unaccounted for students.
3. Do not enter the building until directed to do so by fire/police officials.

Procedure for Wheelchair bound students:

The classroom teacher, residential supervisor or assigned SPED health aide is responsible for wheel chair bound students during a drill or evacuation. Teacher/residential supervisor/health aide will escort the student to nearest fire exit. Elevators are not to be used during evacuation. Get the fire blanket if necessary. Once the student has been placed in the care of designated personnel, the teacher may rejoin his /her class. Administrative, custodial and other staff will assist responsible personnel in evacuating the students down the nearest fire exit.

Termination of the emergency situation:

1. The Executive Director/Designee and senior police and fire officials, will determine when it is safe to re enter the building.
2. Upon the 'All Clear' announcement, students will re-enter the school with their staff. Teachers or designee will take attendance and report discrepancies to the main office. The building safety coordinators will inform students and staff of any changes to the regular schedule.
3. In the event that students are not allowed to re-enter the building, follow the directions for sending students to the staging area.

Sending students to the staging area

1. If the Program Coordinator or designee and public safety officials determine that it is unsafe to re-enter the building, the safety coordinator will call transportation companies to send buses to a specific alternative pick up location, and will coordinate the loading procedure.
2. The Program Coordinator or designee will determine the best route for bus pick-up.
3. All students will be transported to the Shore Educational Collaborative emergency evacuation staging area.
4. Students will remain at the staging area to return home via their regular bus routes; students usually picked up by a parent will be bused to a nearby location to be picked up by parents.
5. The Executive Director/Designee will notify the media (television, local cable channels, radio stations) Parents/guardians of the pick-up location.
6. Program staff may not leave until dismissed by the Program Coordinator or designee.

Bomb Threat Checklist

Place this card under your telephone.

Time call received: _____

Exact wording of threat:

Questions to ask the caller:

1. When is the bomb going to explode?
2. Where is it right now?
3. What does it look like?
4. What kind of bomb is it?
5. What will cause it to explode?
6. Did you place the bomb?
7. Why?
8. What is your name?
9. What is your address?

Sex of caller: _____ Accent: _____

Age: _____ Length of call: _____

Number at which call was received: _____

Date: _____

Circle all that apply:

The Caller's Voice was:

Angry	Excited
Calm	Familiar
Clearing throat	Lisp
Cracking voice	Loud
Crying	Nasal
Rapid	Deep breathing
Disguised	Slurred
Normal	Deep
Whispered	Raspy
Slow	Laughter
Soft	Stutter

Background Noise was:

Animal noises	Voices
Motor	Street noises
Cellular call	Music
Clear/quiet	Office
Crockery/dishes	Machinery
Factory machinery	PA System
House noises	Static

Other: _____

Threatening Language:

Incoherent	Foul
Well spoken/educated	Taped
Message read by threat-maker	

Remarks: _____

Reported call immediately to: _____

Name

Position

Phone Number

Date

Upon completion of the call, immediately press 9*57 and DO NOT HANG UP until you receive a message from the phone company.

Brush Fires or Excessive Smoke

A brush fire or excessive smoke is a threat to air quality, which could negatively impact the health of students and staff. The brush fire or excessive smoke response procedure establishes a guide for the protection of life and property and for the avoidance of confusion in the event that a brush fire or excessive smoke occurs outside one of the Shore Educational Collaborative buildings.

Procedure:

1. Call 911.
2. Keep students and staff indoors.
3. Close the windows.
4. Turn of ventilation system.
5. Follow the directions of fire officials.
6. Activate the crisis management team.
7. Discuss possibility of evacuation with appropriate fire officials; be prepared to use an alternate evacuation route.
8. Activate school evacuation/dismissal plan if necessary.
9. Students will be transferred to the staging area, if necessary.
10. Notify transportation companies if alternative routes are necessary.

Procedure for Wheelchair bound students:

The classroom teacher or assigned staff is responsible for wheel chair bound students during a drill or evacuation. Teacher/health aide will escort the student to nearest fire exit. Elevators are not to be used during evacuation. Get the fire blanket if necessary. Once the student has been placed in the care of designated personnel, the teacher may rejoin his /her class. Administrative, custodial and other staff will assist responsible personnel in evacuating the students down the nearest fire exit.

Termination of the emergency situation:

1. The Executive Director/Designee, in consultation with officials, will determine when buildings may be re-entered.
2. Upon the 'All Clear' announcement, students will re-enter the building from which they were evacuated. Teachers will take attendance and report discrepancies to the office
3. In the event that students are not allowed to re-enter the building, directions for sending students to the staging area are to be followed.

Sending students to the staging area

1. If the Program Coordinator or designee and public safety officials determine that it is unsafe to re-enter the building, the Executive director/Designee will call transportation companies to send buses to a specific alternative pick up location, and will coordinate the loading procedure.
2. The Program Coordinator or designee will determine the best route for bus pick-up.
3. All students will be transported to the Shore Educational Collaborative emergency evacuation staging area.
4. Students will remain at the staging area to return home via their regular bus routes; students usually picked up by a parent will be bused to a nearby location to be picked up by parents.
5. The Executive Director/Designee will notify the media (television, local cable channels, radio stations) Parents/guardians of the pick-up location.
6. Program staff may not leave until dismissed by the Program Coordinator or designee.

Earthquake

In the event of an earthquake, every attempt will be made to keep students in school for the full day. Although an earthquake is a rare occurrence, administrators and staff should be prepared to house students for the duration of the emergency.

Procedure:

1. When an earthquake occurs, direct the students to stand against a supported interior wall away from windows, or to crawl under desks or tables.
2. Call 911.
3. Activate crisis management team.
4. Identify the crisis.
5. Notify the Program Coordinator.
6. Evacuate the damaged area.
7. Notify the individuals responsible for evacuating wheelchair bound students.
8. Follow the evacuation plan. Be prepared to use an alternative evacuation route if necessary.
9. Assemble students and staff as far away from windows as possible.
10. Check all rooms and areas of the building to ensure everyone has evacuated.
11. Teacher/residential supervisor should take attendance roster to account for all students.
12. Have a pre-designated person take staff attendance roster and guest registers.
13. Get an accurate count of students and staff and identify who might be missing.
14. Identify those who are injured and the extent of their injuries.
15. Provide for treatment of injured parties.
16. Activate school dismissal/removal to staging area plan if necessary.
17. Notify the transportation companies if alternative routes are necessary.

Procedure for Wheelchair bound students:

The classroom teacher or assigned staff is responsible for wheel chair bound students during a drill or evacuation. Teacher/health aide will escort the student to nearest fire exit. Elevators are not to be used during evacuation. Get the fire blanket if necessary. Once the student has been placed in the care of designated personnel, the teacher may rejoin his /her class. Administrative, custodial and other staff will assist responsible personnel in evacuating the students down the nearest fire exit.

Termination of the emergency situation:

1. The Executive Director/Designee, in consultation with officials, will determine when buildings may be re-entered.
2. Upon the 'All Clear' announcement, students will re-enter the building from which they were evacuated. Teachers will take attendance and report discrepancies to the office
3. In the event that students are not allowed to re-enter the building, directions for sending students to the staging area are to be followed.

Sending students to the staging area

1. If the Program Coordinator or designee and public safety officials determine that it is unsafe to re-enter the building, the Executive Director/Designee will call transportation companies to send buses to a specific alternative pick up location, and will coordinate the loading procedure.
2. The Program Coordinator or designee will determine the best route for bus pick-up.
3. All students will be transported to the Shore Educational Collaborative emergency evacuation staging area.

4. Students will remain at the staging area to return home via their regular bus routes; students usually picked up by a parent will be bused to a nearby location to be picked up by parents.
5. 5. The Executive Director/Designee will notify the media (television, local cable channels, radio stations) Parents/guardians of the pick-up location.
6. Program staff may not leave until dismissed by the Program Coordinator or designee.

Explosion:

An explosion can cause serious injury or death as well as significant damage to buildings. The explosion response procedures establish a guide for the protection of life and property and for the avoidance of confusion in the event that an explosion occurs at one of the Shore Educational Collaborative buildings.

Procedures:

Inside building explosion:

1. Evacuate building by sounding fire alarm. Relocate students at least 500 ft from the building.
2. Call 911 to inform authorities of the explosion and of the location of command post.
3. Activate the crisis management team.
4. Notify the Executive Director/Designee. Activate the command post.
5. If an odor of (leaking) gas exists, use caution. Do not cause a spark or ignite a flame.
6. Teachers should take the class attendance roster in order to account for all students.
7. Any student or staff member with injuries should be brought to the pre-determined triage area where the school nurse is located to provide care.
 - a. Chelsea 1st floor Therapy room
 - b. Chelsea 2nd floor, Library
 - c. Woburn Multi purpose room
 - d. Peabody Req room.
8. Fire officials will conduct a search of the area for additional victims.

Outside building explosion:

1. If an explosion occurs outside of the building, students and staff should remain inside the classroom or residence and away from windows.
2. Call 911.
3. Notify the Executive Director/Designee.
4. Determine if anyone is injured; anyone with injuries should be taken to the pre-determined triage area to be seen by the school nurse.
5. Determine the extent of the damage, if any, to the school building and surrounding area.
6. Determine if dismissal or relocation to the staging area is necessary.
7. Notify transportation companies to use alternative routes if necessary.

Procedure for Wheelchair bound students:

The classroom teacher or assigned staff is responsible for wheel chair bound students during a drill or evacuation. Teacher/health aide will escort the student to nearest fire exit. Elevators are not to be used during evacuation. Get the fire blanket if necessary. Once the student has been placed in the care of designated personnel, the teacher may rejoin his /her class. Administrative, custodial and other staff will assist responsible personnel in evacuating the students down the nearest fire exit.

Termination of the emergency situation:

1. The Executive Director/Designee, in consultation with officials, will determine when buildings may be re-entered.
2. Upon the 'All Clear' announcement, students will re-enter the building from which they were evacuated. Teachers will take attendance and report discrepancies to the office
3. In the event that students are not allowed to re-enter the building, directions for sending students to the staging area are to be followed.

Sending students to the staging area

1. If the Program Coordinator or designee and public safety officials determine that it is unsafe to re-enter the building, the Executive Director/Designee will call transportation companies to send buses to a specific alternative pick up location, and will coordinate the loading procedure.
2. The Program Coordinator or designee will determine the best route for bus pick-up.
3. All students will be transported to the Shore Educational Collaborative emergency evacuation staging area.
4. Students will remain at the staging area to return home via their regular bus routes; students usually picked up by a parent will be bused to a nearby location to be picked up by parents.
5. The Executive Director/Designee will notify the media (television, local cable channels, radio stations) Parents/guardians of the pick-up location.
6. Program staff may not leave until dismissed by the Program Coordinator or designee.

Facilities Failure:

A facilities failure could cause serious bodily injury and building damage and would impact the Shore Educational Collaborative community. The facilities failure response procedure establishes a guide for the protection of life and property and for the avoidance of confusion should a failure occur at one of the Shore Educational Collaborative buildings.

A facilities failure could include:

- Electrical outage
- Gas leak
- Loss of heat
- Water outage

Procedures:

Electrical outage:

1. Students and staff should remain in classrooms or residences until emergency lighting assures safe passage through corridors.
2. Notify Director of Facilities.
3. Determine the cause of power outage.
4. Contact electric company to determine severity and approximate length of outage.
5. Activate the crisis management team.
6. Determine if dismissal is necessary.
7. Notify the individuals responsible for evacuating wheel chair bound students.
8. Activate school evacuation/dismissal plan/relocation to staging area if necessary.

Gas Leak:

1. If a gas odor is detected, evacuate the area immediately.
2. Do not create any type of spark or open flame.
3. Notify the Director of Facilities; determine if the area can be ventilated; shut off gas controls if possible.
4. Call 911 to have the fire department investigate.
5. Notify the Executive Director/Designee.
6. Notify the gas company.
7. Activate the crisis management team.
8. Discuss possibility of evacuation with appropriate fire officials. Implement school evacuation plan if necessary. Be prepared to use an alternate evacuation route.
9. Assess approximate repair time.
10. Determine if dismissal is necessary.
11. Activate dismissal plan and relocation to staging area, if necessary.

Loss of Heat:

1. Notify Director of Facilities
2. Determine cause
3. Assess approximate repair time
4. Notify Executive Director/Designee
5. Determine if dismissal is necessary.
6. Activate the crisis management team
7. Activate school dismissal plan and relocation to staffing area, if necessary.

Water outage:

1. Notify Director of Facilities

2. Determine cause
3. Assess approximate repair time
4. Notify Executive Director/Designee
5. Activate the crisis management team
6. Discuss possibility of evacuation; implement school evacuation plan if needed; be prepared to use an alternate evacuation route
7. Determine if dismissal is necessary
8. Activate school dismissal plan/relocation to staging area, if necessary

Procedure for Wheelchair bound students:

The classroom teacher or assigned staff is responsible for wheel chair bound students during a drill or evacuation. Teacher/health aide will escort the student to nearest fire exit. Elevators are not to be used during evacuation. Get the fire blanket if necessary. Once the student has been placed in the care of designated personnel, the teacher may rejoin his /her class. Administrative, custodial and other staff will assist responsible personnel in evacuating the students down the nearest fire exit.

Termination of the emergency situation:

1. The Executive Director/Designee, in consultation with officials, will determine when buildings may be re-entered.
2. Upon the 'All Clear' announcement, students will re-enter the building from which they were evacuated. Teachers will take attendance and report discrepancies to the office
3. In the event that students are not allowed to re-enter the building, directions for sending students to the staging area are to be followed.

Sending students to the staging area

1. If the Program Coordinator or designee and public safety officials determine that it is unsafe to re-enter the building, the Executive Director/Designee will call transportation companies to send buses to a specific alternative pick up location, and will coordinate the loading procedure.
2. The Program Coordinator or designee will determine the best route for bus pick-up.
3. All students will be transported to the Shore Educational Collaborative emergency evacuation staging area.
4. Students will remain at the staging area to return home via their regular bus routes; students usually picked up by a parent will be bused to a nearby location to be picked up by parents.
5. The Executive Director/Designee will notify the media (television, local cable channels, radio stations) Parents/guardians of the pick-up location.
6. Program staff may not leave until dismissed by the Program Coordinator or designee.

Fire:

A fire could cause serious bodily injury or building damage and impact the Shore Educational Collaborative community. The fire response procedures establish a guide for the protection of life and property and for the avoidance of confusion in the event that a fire occurs in one of the Shore Educational Collaborative buildings.

Procedure:

1. Pull the fire alarm.
2. Call 911.
3. Follow evacuation plan. Relocate students at least 500 feet from the building. Be prepared to use an alternative evacuation route if necessary.
4. Staff should close all doors and windows before leaving if conditions permit.
5. Check all rooms and areas of the building to ensure everyone has evacuated.
6. Teacher should take attendance to account for all students.
7. Have a pre-designated person take staff attendance roster and guest registers.
8. Activate school dismissal and removal to staging area plan, if necessary.
9. Notify the transportation companies if alternate routes are necessary.

Procedure for Wheelchair bound students:

The classroom teacher or assigned staff is responsible for wheel chair bound students during a drill or evacuation. Teacher/health aide will escort the student to nearest fire exit. Elevators are not to be used during evacuation. Get the fire blanket if necessary. Once the student has been placed in the care of designated personnel, the teacher may rejoin his /her class. Administrative, custodial and other staff will assist responsible personnel in evacuating the students down the nearest fire exit.

Termination of the emergency situation:

1. The Executive Director/Designee, in consultation with officials, will determine when buildings may be re-entered.
2. Upon the 'All Clear' announcement, students will re-enter the building from which they were evacuated. Teachers will take attendance and report discrepancies to the office
3. In the event that students are not allowed to re-enter the building, directions for sending students to the staging area are to be followed.

Sending students to the staging area

1. If the Program Coordinator or designee and public safety officials determine that it is unsafe to re-enter the building, the Executive Director/Designee will call transportation companies to send buses to a specific alternative pick up location, and will coordinate the loading procedure.
2. The Program Coordinator or designee will determine the best route for bus pick-up.
3. All students will be transported to the Shore Educational Collaborative emergency evacuation staging area.
4. Students will remain at the staging area to return home via their regular bus routes; students usually picked up by a parent will be bused to a nearby location to be picked up by parents.
5. The Executive Director/Designee will notify the media (television, local cable channels, radio stations) Parents/guardians of the pick-up location.
6. Program staff may not leave until dismissed by the Program Coordinator or designee.

Flood:

In the event of a flood, every attempt will be made to provide to keep students in school for the full day. Although a flood is an infrequent occurrence, principals and staff should be prepared to house students for the duration of the emergency or to implement an early dismissal.

Procedure:

1. The Program Coordinator will confer with local police and public works departments.
2. The Program Coordinator should continue to listen to the National Weather Service.
3. The Program Coordinator will notify building coordinators if early dismissal is needed.
4. The communication coordinator will notify the media (television, local cable channels, radio stations) updating parents and guardians of the current situation, or to pick up their student at the school if busing is not an option. If a student is released to an individual other than a parent/guardian, ask to see identification and have the person write down the following: their name, students name, the time and destination.
5. Activate the crisis management team.
6. Notify the transportation companies if alternative routes are necessary.
7. All available personnel will try to contact parents referring to the early dismissal forms if necessary. See appendix.
8. The Program Coordinator will remain in the building until the last student has been released.

Procedure for Wheelchair bound students:

The classroom teacher or assigned staff is responsible for wheel chair bound students during a drill or evacuation. Teacher/health aide will escort the student to nearest fire exit. Elevators are not to be used during evacuation. Get the fire blanket if necessary. Once the student has been placed in the care of designated personnel, the teacher may rejoin his /her class. Administrative, custodial and other staff will assist responsible personnel in evacuating the students down the nearest fire exit.

Termination of the emergency situation:

1. The Executive Director/Designee, in consultation with officials, will determine when buildings may be re-entered.
2. Upon the 'All Clear' announcement, students will re-enter the building from which they were evacuated. Teachers will take attendance and report discrepancies to the office
3. In the event that students are not allowed to re-enter the building, directions for sending students to the staging area are to be followed.

Sending students to the staging area

1. If the Program Coordinator or designee and public safety officials determine that it is unsafe to re-enter the building, the Executive Director/Designee will call transportation companies to send buses to a specific alternative pick up location, and will coordinate the loading procedure.
2. The Program Coordinator or designee will determine the best route for bus pick-up.
3. All students will be transported to the Shore Educational Collaborative emergency evacuation staging area.
4. Students will remain at the staging area to return home via their regular bus routes; students usually picked up by a parent will be bused to a nearby location to be picked up by parents.
5. The Executive Director/Designee will notify the media (television, local cable channels, radio stations) Parents/guardians of the pick-up location.
6. Program staff may not leave until dismissed by the Program Coordinator or designee.

Hazardous Materials/Chemical Accidents:

The response procedure for hazardous materials or chemical spill establishes a guide for the protection of life and property and for the avoidance of confusion in the event that a hazardous material/chemical spill occurs at or near the Shore Educational Collaborative campus

Hazardous spills/chemical accidents are a threat to air quality, which could severely impact the health of students and staff. For these reasons:

- Inventory all hazardous materials on school property; a copy of the inventory must be on file in the main office, the school district office, and at the local fire department
- Keep "Material Safety Data Sheet" (MSDS) manuals in areas where chemicals are used.
- Read the MSDS and labels prior to using chemicals for specific information about emergency procedures, i.e., evacuations, chemical containment, first aid procedures, equipment needed for working with chemicals, storage, and disposal procedures.

Procedure:

1. Take appropriate action in accordance with MS Data Sheet on file and the container label on handling and emergency procedures.
2. Evacuate the area.
3. Contact Executive Director/Designee immediately upon occurrence of a spill.
4. Any students or staff members with injuries or exposure should be taken to the nurse's office; the nurse will contact poison control if necessary.
5. Call 911; public safety officials will assist with injuries, containment, clean up and disposal.
6. Notify the Program Coordinator.
7. Activate the crisis management team.
8. Determine the extent of damage.
9. Discuss possibility of evacuation with appropriate officials; implement school evacuation a plan if necessary; be prepared to use an alternate evacuation route.
10. Determine if dismissal/relocation to staging area is necessary.
11. Activate dismissal/relocation plan if necessary.

Procedure for Wheelchair bound students:

The classroom teacher or assigned staff is responsible for wheel chair bound students during a drill or evacuation. Teacher/health aide will escort the student to nearest fire exit. Elevators are not to be used during evacuation. Get the fire blanket if necessary. Once the student has been placed in the care of designated personnel, the teacher may rejoin his /her class. Administrative, custodial and other staff will assist responsible personnel in evacuating the students down the nearest fire exit.

Termination of the emergency situation:

1. The Executive Director/Designee, in consultation with officials, will determine when buildings may be re-entered.
2. Upon the 'All Clear' announcement, students will re-enter the building from which they were evacuated. Teachers will take attendance and report discrepancies to the office
3. In the event that students are not allowed to re-enter the building, directions for sending students to the staging area are to be followed.

Sending students to the staging area

1. If the Program Coordinator or designee and public safety officials determine that it is unsafe to re-enter the building, the Executive Director/Designee will call transportation companies to send buses to a specific alternative pick up location, and will coordinate the loading procedure.
2. The Program Coordinator or designee will determine the best route for bus pick-up.
3. All students will be transported to the Shore Educational Collaborative emergency evacuation staging area.
4. Students will remain at the staging area to return home via their regular bus routes; students usually picked up by a parent will be bused to a nearby location to be picked up by parents.
5. The Executive Director/Designee will notify the media (television, local cable channels, radio stations) Parents/guardians of the pick-up location.
6. Program staff may not leave until dismissed by the Program Coordinator or designee.

Hostage Situation (Unarmed):

The unarmed hostage situation response procedure establishes a guide for the protection of life and property and for the avoidance of confusion in the event that an unarmed hostage situation occurs at one of the Shore Educational Collaborative buildings. An unarmed hostage situation would involve a person(s) who is holding one or more persons against their will in one of the Shore Educational Collaborative buildings.

Procedure:

1. Call 911.
2. Determine:
 - How many people are being held hostage
 - The level of risk and/or imminent harm
3. Notify the Program Coordinator or designee of location and number of people involved.
4. Notify the Executive Director/Designee
5. Activate the crisis management team.
6. Isolate and contain participants as much as possible.
7. Follow directions of the public safety officials in charge of the scene.

Hostage Situation (Armed)

The armed hostage situation response procedure establishes a guide for the protection of life and property and for the avoidance of confusion in the event that an armed hostage situation occurs at one of the Shore Educational Collaborative buildings.

Procedure:

1. Call 911.
2. Determine:
 - How many people are being held hostage
 - What type of weapon is involved
3. Notify the Program Coordinator or designee of location and number of people involved.
4. Notify the Executive Director/Designee
5. Activate the crisis management team.
6. Follow directions of public safety officials in charge of the scene.
7. Initiate school lockdown plan.
8. Discuss the need for evacuation with appropriate police officials. Be prepared to use an alternative evacuation route.
9. If necessary, transfer students to a staging area.
10. Teachers should take class attendance roster to account for all students.
11. Have pre-designated person take staff attendance roster and guest register.

Procedure for Wheelchair bound students:

The classroom teacher or assigned staff is responsible for wheel chair bound students during a drill or evacuation. Teacher/health aide will escort the student to nearest fire exit. Elevators are not to be used during evacuation. Get the fire blanket if necessary. Once the student has been placed in the care of designated personnel, the teacher may rejoin his /her class. Administrative, custodial and other staff will assist responsible personnel in evacuating the students down the nearest fire exit.

Termination of the emergency situation:

4. The Executive Director/Designee, in consultation with officials, will determine when buildings may be re-entered.
5. Upon the 'All Clear' announcement, students will re-enter the building from which they were evacuated. Teachers will take attendance and report discrepancies to the office
6. In the event that students are not allowed to re-enter the building, directions for sending students to the staging area are to be followed.

Sending students to the staging area

1. If the Program Coordinator or designee and public safety officials determine that it is unsafe to re-enter the building, the Executive Director/Designee will call transportation companies to send buses to a specific alternative pick up location, and will coordinate the loading procedure.
2. The Program Coordinator or designee will determine the best route for bus pick-up.
3. All students will be transported to the Shore Educational Collaborative emergency evacuation staging area.
4. Students will remain at the staging area to return home via their regular bus routes; students usually picked up by a parent will be bused to a nearby location to be picked up by parents.
5. The Executive Director/Designee will notify the media (television, local cable channels, radio stations) Parents/guardians of the pick-up location.
6. Program staff may not leave until dismissed by the Program Coordinator or designee.

Intruder (Non-threatening):

A non-threatening intruder is anyone who enters a school building without authorization. The non-threatening intruder response procedure establishes a guide for protecting life and property and for avoiding of confusion in the event that a non-threatening intruder enters a Shore Educational Collaborative building. All visitors will be screened, should have appointments, and must sign in and out of sites. Also, all visitors must be escorted through the building and be identified with a visitor badge. Whenever possible, staff should notify reception of a scheduled visit. Staff should be aware of visitors in the building. If you see someone in the building walking alone and you do not know them, be forward and polite, introduce yourself and ask who they are and why they are in the building. Ask if you can assist them in any way. Staff should immediately report to a Supervisor and/or Program Coordinator any suspicious persons or activities in or around the building.

Procedure:

1. Determine:
 - Who the intruder is
 - Why the intruder is there
2. All visitors should be directed to report to the main office to check-in.
3. If the person refuses to report to the main office, she/he will be asked to leave the premises.
4. If the person refuses to leave, notify Program Coordinator and/or executive Director/Designee.
5. If necessary, contact the police.
6. Person will be escorted from the school property.
7. Follow up.
8. For most cases, no follow up may be needed.

Intruder (Threatening):

A threatening intruder is a hostile suspicious person, either armed or unarmed, who enters a school building or is on school grounds without authorization. The threatening intruder response procedure establishes a guide for the protection of life and property and for the avoidance of confusion in the event that a threatening intruder enters one of the Shore Educational Collaborative buildings.

Procedure:

1. Call 911.
2. If there appears to be a threat of danger, notify a supervisor, Program Coordinator and/or Executive Director/Designee of location of person(s) immediately.
3. Determine
 - Who the intruder is, and
 - Whether any weapons are evident
4. Activate the crisis management team
5. Follow directions of officials in charge.
6. Initiate building lockdown plan and sound the air horn. Multiple short blasts in rapid succession means **“Get indoors and LOCKDOWN immediately.”**
7. Discuss possibility of evacuation with appropriate police officials. Be prepared to use an alternative evacuation route.
8. Students will be transferred to the staging area if necessary.
9. Teachers should take class attendance roster to account for all students.
10. Have a pre-designated person take staff attendance roster and guest register.

Termination of the emergency situation:

1. The Program Coordinator, in consultation with other officials, will determine when the building may be re-entered.
2. Upon the ‘All Clear’ announcement, students will re-enter buildings with their day or residential teams.
3. Teachers/residential supervisors will take attendance and report discrepancies to the main office. Building coordinators will inform students and staff of change to the regular schedule.
4. In the event that students are not allowed to re-enter buildings, directions for sending students to the staging area will be followed.

Sending students to the staging area

1. If the Program Coordinator or designee and public safety officials determine that it is unsafe to re-enter the building, the safety coordinator will call transportation companies to send buses to a specific alternative pick up location, and will coordinate the loading procedure.
2. The Program Coordinator or designee will determine the best route for bus pick-up.
3. All students will be transported to the Shore Educational Collaborative emergency evacuation staging area.
4. Students will remain at the staging area to return home via their regular bus routes; students usually picked up by a parent will be bused to a nearby location to be picked up by parents.
5. The Executive Director/Designee will notify the media (television, local cable channels, radio stations) Parents/guardians of the pick-up location.
6. Program staff may not leave until dismissed by the Program Coordinator or designee.

Kidnapping:

The kidnapping response procedure establishes a guide for the protection of life and for the avoidance of confusion in the event that a kidnapping occurs at one of the Shore Educational Collaborative buildings. A kidnapping is the illegal removal of a person(s) from school property.

KIDNAPPING/ABDUCTION/MISSING PERSON

1. Upon learning that an individual has been abducted or is missing, immediately notify the police and Program Coordinator.
2. Obtain a detailed description of abductor.
3. In case of a missing individual, obtain a detailed description of clothing and the time and location when the child was last seen.
4. Implement program specific search plan.
5. Await the arrival of police.

Responsibilities of the Program Coordinator

1. Call 911 and notify the Executive Director/Designee of abduction/missing person.
2. Notify custodial parent or emergency contact.

Major Community Accident:

The response procedures for aircraft crash, major vehicular accident, fire, explosion, gas leak, or hazardous waste spill in the community establish a guide for the protection of Shore Educational Collaborative students and staff, to reduce confusion if an emergency occurs in surrounding areas that would impact safety within a school, and or student dismissal routes.

Procedure:

1. The Program Coordinator will confer with the local police, fire and public works departments to determine the extent of the emergency and the portions of city affected.
2. The Program Coordinator will activate the crisis management team.
3. The Program Coordinator will notify the Executive Director/Designee.
4. Discuss the possibility of evacuation/dismissal plan/relocation to staging area with appropriate officials. Implement appropriate plan.
5. If students can remain in the school building, determine if all students can be bused home at the end of the school day.
6. If some communities are inaccessible, students from those areas will remain in the school.
7. The Executive Director/Designee will notify the media (television, local cable channels, radio stations) instructing parents/guardians of the current situation or to pick up their student at the school, if busing is not an option. If a student is released to an individual other than a parent, ask to see identification and have the person write down the following: their name, the student's name, the time and their destination.
8. The Program Coordinator will confer with the Executive Director/Designee and public safety officials to determine whether there is a need for alternate bus routes for students who can return home at the end of the school day.
9. The Program Coordinator will direct the safety coordinator to inform transportation companies about the need for alternative routes.

Procedure for Wheelchair bound students:

The classroom teacher or assigned staff is responsible for wheel chair bound students during a drill or evacuation. Teacher/health aide will escort the student to nearest fire exit. Elevators are not to be used during evacuation. Get the fire blanket if necessary. Once the student has been placed in the care of designated personnel, the teacher may rejoin his /her class. Administrative, custodial and other staff will assist responsible personnel in evacuating the students down the nearest fire exit.

Termination of the emergency situation:

1. The Executive Director/designee, in consultation with officials, will determine when buildings may be re-entered.
2. Upon the 'All Clear' announcement, students will re-enter the building from which they were evacuated. Teachers will take attendance and report discrepancies to the office
3. In the event that students are not allowed to re-enter the building, directions for sending students to the staging area are to be followed.

Sending students to the staging area

1. If the Program Coordinator or designee and public safety officials determine that it is unsafe to re-enter the building, the Executive Director/Designee will call transportation companies to send buses to a specific alternative pick up location, and will coordinate the loading procedure.
2. The Program Coordinator or designee will determine the best route for bus pick-up.

3. All students will be transported to the Shore Educational Collaborative emergency evacuation staging area.
4. Students will remain at the staging area to return home via their regular bus routes; students usually picked up by a parent will be bused to a nearby location to be picked up by parents.
5. The Executive Director/Designee will notify the media (television, local cable channels, radio stations) Parents/guardians of the pick-up location.
6. Program staff may not leave until dismissed by the Program Coordinator or designee.

Mental Health Emergencies:

The response procedure for a mental health emergency establishes a guide for the protection of life and safety and for the avoidance of confusion in the event that a mental health emergency occurs at one of the Shore Educational Collaborative buildings.

A mental health emergency includes but is not limited to:

1. Mental, emotional or physical behavior that is potentially life threatening
2. Out of control behavior
3. Psychotic episode
4. Suicidal ideation

Procedure:

General mental health emergencies:

1. Determine seriousness of the situation.
2. Notify the clinical director of the individual's name and issue.
3. Notify the Program Coordinator, nurse, and Executive Director/Designee.
4. Stay with the individual (s) in crisis and or move them if possible to a quiet room away from those not involved. Individuals in crisis should never be left alone.
5. Model calm, reasonable and reassuring behavior.
6. Notify parent/guardian of those involved.
7. Administrator, guidance counselor, school psychologist and or parents will determine next steps. Possible steps could be that the individual is taken to the emergency room or a local mental health clinic for an evaluation.

SUICIDE ATTEMPTS

1. Assess the situation and contact 911 and report immediate need for police/EMS.
2. Contact Program Coordinator and Executive Director/Designee.
3. Make contact with family of individual.
4. Notify parents.
5. Attend to all witnesses.
6. Direct that personal property of the student be secured.
7. Arrange for counselors for students and staff
8. Debrief staff at end of day.

Natural Disaster:

A natural disaster is any natural occurrence which interrupts the day to day life of the community, such as hurricanes, floods, earthquakes and tornadoes; if these events occur, there may be limited access to schools, and schools may be called upon to act as staging areas for the town. A natural disaster response procedure establishes a guide for the protection of life and property and for the avoidance of confusion in the event that one occurs in the Shore Educational Collaborative community.

Procedure:

1. The Program Coordinator will confer with city officials to ascertain the extent of the disaster, available community resources, and if any school buildings will be used as a shelter.
2. Activate the crisis management team.
3. The Program Coordinator will share this information with the Executive Director/Designee.
4. Program Coordinators will announce a time and place for an emergency staff meeting.

Procedure for when school re-opens:

1. The Program Coordinator convenes a staff meeting to provide updated information.
2. Identify the most seriously affected students and staff; identify individual student and staff needs.
3. Provide appropriate services to or direct students and staff to appropriate services.

Public Health Emergencies:

A public health emergency occurs with the appearance of a communicable disease involving an organism that causes infection and contagion to at least one or more individuals in a school setting. The response procedure for a public health emergency establishes a guide for the protection of life and safety and for the avoidance of confusion in the event that a public health emergency occurs at one of the Shore Educational Collaborative buildings.

Contagious disease can be spread in four ways:

- Through blood contact
- Through the intestinal tract (via stools)
- Through the respiratory tract (via fluids from eyes, nose, mouth or lungs)
- Through direct contact or touching

Examples of communicable disease:

- Chicken Pox
- Fifth Disease
- Hepatitis
- Meningitis
- HIV/AIDS – see appendix

Procedure:

1. Refer individual to school nurse.
2. School nurse will verify information
3. Nurse will notify principal or designee and local board of MA Dept. of Public Health.
4. The Program Coordinator will notify the Executive Director/Designee.
5. The Program Coordinator, under the direction of the Executive Director/Designee, will notify staff and parents.
6. Maintain the rights of the individuals with the disease, including the right to privacy.
7. Use "Universal Precaution procedures" including personal protective equipment (gloves) for handling blood or body fluid.

Tornado:

A tornado could cause serious bodily injury and or building damage and impact the Shore Educational Collaborative community. The tornado response procedure establishes a guide for the protection of life and property and for the avoidance of confusion in the event that a tornado strikes the surrounding community.

Procedure:

1. The Program Coordinator should monitor the National Weather Service station.
2. If a tornado strikes the building, call 911.
3. Windows and doors of buildings should be left open, if possible.
4. Activate the crisis management team.
5. All staff and students should relocate to the interior halls in the lowest level of the building. Everyone should sit on the floor with their head between their knees and their arms over their heads until notified that the danger has passed.
6. Notify the individuals responsible for evacuating wheel chair bound students.
7. Teacher should take class attendance roster to account for all students.
8. Check all rooms and areas of the building to ensure that everyone has relocated.
9. Have a pre-designated person take staff attendance roster and guest registers.
10. Get an accurate count of students and staff and identify who might be missing.
11. Identify those who are injured and the extent of their injuries
12. Provide for treatment of injured parties.
13. If necessary, follow the evacuation plan.
14. Be prepared to use an alternative evacuation route if necessary.
15. Activate school dismissal/removal to staging area plan if necessary.
16. Notify the transportation companies if alternative routes are necessary.

Procedure for Wheelchair bound students:

The classroom teacher or assigned staff is responsible for wheel chair bound students during a drill or evacuation. Teacher/health aide will escort the student to nearest fire exit. Elevators are not to be used during evacuation. Get the fire blanket if necessary. Once the student has been placed in the care of designated personnel, the teacher may rejoin his /her class. Administrative, custodial and other staff will assist responsible personnel in evacuating the students down the nearest fire exit.

Termination of the emergency situation:

1. The Executive Director/Designee, in consultation with officials, will determine when buildings may be re-entered.
2. Upon the 'All Clear' announcement, students will re-enter the building from which they were evacuated. Teachers will take attendance and report discrepancies to the office
3. In the event that students are not allowed to re-enter the building, directions for sending students to the staging area are to be followed.

Sending students to the staging area

1. If the Program Coordinator or designee and public safety officials determine that it is unsafe to re-enter the building, the Executive Director/Designee will call transportation companies

to send buses to a specific alternative pick up location, and will coordinate the loading procedure.

2. The Program Coordinator or designee will determine the best route for bus pick-up.
3. All students will be transported to the Shore Educational Collaborative emergency evacuation staging area.
4. Students will remain at the staging area to return home via their regular bus routes; students usually picked up by a parent will be bused to a nearby location to be picked up by parents.
5. The Executive Director/Designee will notify the media (television, local cable channels, radio stations) Parents/guardians of the pick-up location.
6. Program staff may not leave until dismissed by the Program Coordinator or designee.

Transportation:

A transportation emergency is any accident involving a vehicle or bus occurring during the school day which affects individuals associated with Shore Educational Collaborative. The school day includes before- and after-school events, as well as any other events associated with Shore Educational Collaborative. The response procedure for a transportation emergency establishes a guide for the protection of life and property and for the avoidance of confusion in the event that a transportation emergency occurs at one of the Shore Educational Collaborative campuses.

Procedure:

Bus Accident

1. The vehicle driver will notify the Program Coordinator of the accident.
2. The Program Coordinator will activate the crisis management team.
3. The Program Coordinator will obtain a list of students who were in the vehicle.
4. The Program Coordinator will confer with the school nurse regarding special medical considerations for students involved in the accident.
5. The Program Coordinator will notify the Executive Director/Designee.
6. The Program Coordinator will send a school representative to the hospital or accident scene if applicable.
7. The Program Coordinator or designee will notify the parents of the students involved.
8. The principal will obtain a copy of the Accident Report from the police.

General accident:

1. Determine seriousness of the situation
2. Have a staff member stay with the victim
3. Notify school nurse, principal or designee and the police.
4. Notify appropriate safety personnel if necessary.
5. The Program Coordinator will activate the crisis management team if necessary
6. Identify witnesses.
7. Contact parents of those involved.
8. Staff notification, if necessary.
9. Send a school representative to the hospital or accident scene if necessary.

Weather:

In the event of severe weather conditions (i.e., hurricane, blizzard) every attempt will be made to keep students in school for the full day. If it is determined that worsening conditions would put students in jeopardy on campus, arrangements will be made for early release.

Procedure:

General weather:

1. The Program Coordinator will confer with local police and public works departments.
2. If severe weather is imminent, an alarm will be sounded to alert staff to move all clients, visitors and staff indoors.
3. The Program Coordinator will notify the Executive Director/Designee.
4. The safety coordinator will notify the transportation companies.
5. The Executive Director/Designee will notify the media (television, local cable channels, radio stations)
6. The Program Coordinator will update parents/guardians of the current situation, or to pick up their student at the school if busing is not an option. If a student is released to an individual other than a parent, ask to see identification and have the person write down the following: their name, the student's name, the time and their destination.
7. Program Coordinator will notify staff and students to prepare for dismissal except in the event of a tornado. Although a tornado is a rare occurrence, principals and staff should be prepared to house students for the duration of a tornado emergency. (See tornado procedure)
8. All available personnel will assist in contacting parents at the direction of the safety coordinator. See appendix.
9. The Program Coordinator will remain in the building until the last student has been released.

Communications/Media Relations

A coordinated effort to communicate to the media and the public is important. Depending on the nature of the emergency, different authorities will take the lead in providing the media with information.

Communications within and between the agencies involved will be continuous and as accurate as possible.

Communication during a Crisis:

- During a crisis situation, it is important to maintain open lines of communication among all persons and agencies involved.

The Executive Director/Designee's office serves as the point of contact for all communications during a crisis, in collaboration with Director's, Staff, etc; methods and messages will be determined.

- When civil authorities are on scene, the Executive Director/Designee, in consultation with the civil authorities on the scene, should establish a media spokesperson that will be responsible for all informational statements, written or oral, during and immediately after the crisis.
- Protecting the confidentiality of student, family and staff information **must be ensured** when giving statements to the media or public. *When providing information, the **NEED TO KNOW** concept, should be the rule.* This is important in a crisis where there is the possibility of a legal investigation or action.
- All questions from the public or media must be forwarded to the media spokesperson. It is imperative that all employees be made aware of this policy. Maintain a log of all phone inquiries for future reference.
- Establish a media information center **away** from the crisis scene.
- Executive Director/Designee should be at the command center during a crisis to provide information and aid in decision making.

Methods of Internal Communication:

It is imperative that there are reliable means for timely and effective communication at the Shore Educational Collaborative School. There are a variety of tools that may be used for communication:

1. **Walkie-Talkie:** Generally the most effective communication tool within the school campus.
2. **Telephones:** Both school-based land lines and cellular phones.
3. **Intercom Systems:** Intercoms, when available, provide the best means for relating information inside the buildings. If the intercom is a two-way communications device, students should know how to use the intercom in case of emergency involving the teacher.
4. **Computer Telecommunications:** E-mail or electronic bulletin boards may be used for sharing/updating information both within and outside to other administrators.

5. **Bullhorns/Megaphones:** Can be very effective for speaking to large groups.

- **Air horn:** An audible signal, such as an air horn, is only effective if staff is clear about what the signals mean.

Communication After A Crisis Has Been Resolved:

Once a crisis has been resolved, it is important for Administrators/Directors to continue to communicate with all groups that are part of or have an interest in the crisis.

1. People will talk about an emergency during and after the fact. When accurate information is not available, rumors will spread misinformation.
2. *Left unchecked, rumors can become more difficult to deal with than the actual crisis.* They may create a negative perception of the school's ability to manage an emergency, or a belief that the school cannot provide for the safety and well-being of the students and staff.

The most effective strategy for combating rumors is to provide facts as soon as possible. Some strategies that may be helpful include:

- Identify and notify faculty, staff and students of the nature of the crisis and the actions that were taken to remedy it. Meetings should be held with as many of these groups as possible before they leave to provide accurate information and updates.
 - Persons from outside the school building will call for information. Calls are to be directed to the designated spokesperson only.
 - It may help to hold meetings for parents/guardians of students involved in the crisis. Parents will want information related to the nature and details of the crisis and how it was handled, and they will want to know their children will be safe in the future at school.
1. Tell parents exactly what is known to have happened. Remember to respect the confidentiality of students, parents and staff involved. Do not embellish or speculate.
 2. Listen to parent comments and concerns and be prepared to respond to them. This will help combat rumors and misinformation and will help restore parental trust in the school.
 3. Involve police, fire and the crisis intervention team as a part of the panel during meetings.

Media Relations

When dealing with the media in any situation, including an emergency or crisis, the primary spokesperson for the school is the Executive Director/Designee. No other person should respond to questions from the media, or anyone else, unless directed to do so by the Executive Director/Designee.

Dealing With the Media:

The primary goal in dealing with the media should be to keep the public informed about the crisis while maintaining the privacy of students and ensuring minimal disruption to the educational process. At no time will confidentiality standards be breached while relating information about the crisis (e.g., specific students injured, type of injury, etc.).

- **Request that reporters and camera crews remain off the school campus or at least away from the school building (to avoid further disruption of school).** If possible, designate a specific area on or around the campus for meeting with the media. If reporters do come onto the campus or into the building unexpectedly, either escort them away from the school or, if necessary, into an office to avoid contact with students. In the case of a crisis that involves the police coming on campus, they will assist with controlling media access to the school.
- **As soon as possible, prepare a written statement for release to the media.** This statement should clearly state the basic facts of the crisis and the actions taken by the school. In preparing the statement, try to anticipate what some of the questions will be and have prepared responses. (The media will want to know who, what, when, where, why and how). Having a prepared statement will ensure that all media outlets get the same information and will avoid "ad libs" and/or the accidental release of confidential or inaccurate information.
- **In the event that the crisis involves a police investigation, do not release ANY information about the incident without also clearing it through the police department supervisor at the scene.** The crisis command center personnel may determine to have a local police, fire, state or federal agency member be the official spokesperson during and immediately after the crisis.

Tips for the Media Spokesperson:

When speaking directly with the media, the following suggestions will help ensure clear and effective communication:

- Have a prepared statement ready to read at the onset of a crisis.
- Answer each question directly, and then remain silent.
- If several questions are asked at once, clearly answer one question before being pressured to move on to another. Do not go into too much detail to answer the questions.
- **Never** talk to a reporter "off the record."
- Attempt to avoid answering questions with "No comment." The reporters may report that you wouldn't answer certain questions. Instead, respond with answers like:
 - “I can't answer that question because of confidentiality.”
 - “I can't answer that question right now, but I will let you know as soon as I can.”
 - “I don't know that answer, but I will find out and let you know.”

Once you provide a written statement to the media, keep a written media log of to whom you have spoken and what information was given him/her. This allows you to track what information you have released and to whom you have released it.

APPENDIX

Attachment A. COMMAND CENTER

In situations not requiring a building evacuation, the command center will be **Administrative Board Room.**

If the building is evacuated, an exterior command center will be at the **TBD.**

Exterior command center locations will be in an area that is a safe distance from the building and away from travel lanes being used by responding emergency vehicles.

Attachment B. CHAIN OF COMMAND IN AN EMERGENCY

It is extremely important that command positions are clearly defined and understood in any emergency situation. Command will be delineated by the specific circumstance of the incident and by the available personnel at the scene. Command positions will follow the provisions of the Incident Command System (ICS), as prescribed under the National Incident Management System.

Incident Command will typically commence with the Executive Director/Designee, or if he/she is not available, the chain of command is as follows:

- 1. Executive Director, Jacki Clark**
- 2. Assistant Executive Director, Bob Alconada**
- 3. Chief Information Officer, Gene Lacava**
- 4. Business Manager, Wayne White**

If the incident expands to include outside agencies, such as the Police and Fire Departments, the ranking on-scene member of the lead agency may assume Incident Command. In complex incidents, a system of Unified Command will be established, with all participating organizations collectively making command decisions.

During a drill or an emergency, the Chain of Command is as follows:

1. The Executive Director/Designee is in charge of the school's operations.
2. Teachers are in charge of their students; classroom or specialty aides do not take charge of students.
3. Aides and Administrative Assistants work under the direction of the Executive Director/Designee.
4. School nurses work under the direction of the Executive Director/Designee.
5. Facility Director works under the direction of the Executive Director.

***Attachment C.* COMMUNICATION AND NOTIFICATION**

It is likely that the fire alarm system will be operational in most emergencies during which inside-the-building announcements need to be made. If it is not operational, communication will be either by the phone system to each teacher or by battery powered portable speakers or megaphones.

Communication between the staff and the office staff will be by portable radio ("walkie-talkies"). If the telephones are working, we will use the telephone system. Do not use Cellular phones.

Attachment D. CRITICAL INCIDENT TEAM MEMBERS (August 2014)

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Attachment E. STAGING AREAS:

Critical Incident Team Command Post:

The area in which the Critical Incident Team will base its operations:

Primary Site: **Administration Board Room**

Alternative Site: **Professional Development Room**

Public Safety Command Post:

The area in which law enforcement will base its operations:

Primary Site: **Administration Board Room**

Alternative Site: **Professional Development Room**

Media Area:

The area at which local media will be instructed to gather:

Primary Site: **Exercise Facility**

Alternative Site: **Small Parking Lot**

Site for Post-incident briefing: High School?

Student Assembly Areas:

All students must be directed to this area when the **incident is over**. All students must be accounted for prior to any students leaving the campus.

Primary Site: **Shore Educational Collaborative School Campus**

Alternative Site: **Our Lady of Grace**

Transportation Area:

In the event of a critical incident, the regular bus loading area may be unavailable. An alternative site should be selected.

Primary Site: **Shore Educational Collaborative School Campus**

Alternative Site:

Parent/Guardian/Relative Area:

No one will be allowed through the law enforcement perimeter set up outside the school until the law enforcement agencies can safely permit it. Once they are allowed inside, all parents/guardians can sign students out at that time and only in that location.

Chelsea Location:

Primary Site: **Shore Educational Collaborative Campus**

Alternative Site: **Our Lady of Grace**

Peabody Location:

Primary Site: **Shore Educational Collaborative Campus**

Alternative Site: **Peabody Marriott**

Woburn Location:

Primary Site: **Shore Educational Collaborative Campus**

Alternative Site: **Woburn Hilton**

Attachment F. FACILITIES ACTIVITIES DURING EMERGENCIES

Power requirements:

- Utility shutoff maps.
- Water main valves location.
- Gas main valves location.
- Electrical panels.
First Floor Owens School electrical Panels
Second Floor Owens School electrical Panels
- Floor plans.
- First Floor Owens School Door Locks
- Second Floor Owens School Door Locks

HVAC requirements:

- Shutdown procedures.
- Establish emergency ventilation/Air conditioning.
 1. Prepare portable Air conditioning units stored in the basement.
 2. Ensure vent tubes are exhausted out.
 3. Place portable fans around perimeter for air circulation.
- Prepare basement for occupation.

Security requirements:

- Securing the building exterior.
 1. Ensure all exterior doors are secure and accessible from the inside.
 2. Lock all entrance gates to the parking lot and post a sign regarding Lockdown instructions and contact person.
 3. Post lockdown instructions and contact person on major entrance doors.
 4. Monitor security cameras and install new VCR tape in recorder
- Securing the building interior
 1. Monitor all common areas and hallways. Direct students and staff to safe locations.
 2. Check fire panel to ensure all monitoring devices active. Notify ICS commander of status.
 3. Shutdown automatic controls for all exits
 4. Process for entrance and exit of people.

Communication with ICS:

- Process for establishing security requirement.
- Checklist of critical items.
- Security posting locations.

Deployment of emergency equipment:

Attachment G. RESOURCES:

- *Crisis Manual for Staff*, Norwood Public Schools, Norwood, Massachusetts. 2002-2003.
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- *Emergency Management Plans*, City of Providence, Prepared by the Providence School Department. 2008.
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- Federal Emergency Management Agency, Incident Command System.
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- *Quick Reference Guide for School Crisis Management*, Los Angeles Unified School District, Safe Schools Center, 2010.
- *Quick Response: A Step-by-Step Guide to Crisis Management for Principals, Counselors, and Teachers*. Educational Service District 105, Department of School Health and Safety, Yakima, Washington. 1997.
- *Recommended Emergency Supplies for Schools*, located at www.redcross.org/disaster/masters/supply.html, American National Red Cross, 2010.
- *Report of Governor Bill Owens's Columbine Review Commission*, 2001.
- *Report to the President on Issues Raised by the Virginia Tech Tragedy*. 2007,2009.
- *School Crisis Staff Handbook*, Stoughton Public Schools, Stoughton, Massachusetts. 2002-2003.

- *School Safety Manual*, Westwood Public Schools, Department of Student Services, Westwood, Massachusetts. 2007-2008.
- *School Safety and Security*, National Crime Prevention Council, 2006.
- *School Threat Assessment and Response System: Special Commission on School Violence Pilot Program Status Report and Findings*, North Eastern Massachusetts Law Enforcement Council, 2000.
- *Status of School district Planning and Preparedness*, US Government Accountability Office, testimony before the Committee on homeland Security, House of Representatives, 2007.
- *Trauma within the Providence School Community: A Crisis Intervention Plan*, Providence School Department, 1998.
- *Universal Precautions for School Settings*, Massachusetts Department of Education and Medical Update to Massachusetts Policy Guidelines: Infants, Toddlers and Preschoolers with HIV Infection/AIDS Early Childhood Settings, Boston, Massachusetts. 1989.
- U.S. Department of Education, Office of Safe and Drug-free Schools, *Practical Information on Crisis Planning: A Guide for Schools and Communities*, Washington, D.C., 2010.
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Attachment H. FLOOR PLANS



SECTION 5

PERSONNEL

SHORE POLICIES AND PROCEDURES: ADULT SERVICES DIVISION

TITLE: SOCIAL MEDIA

GUIDELINES:

Your behavior, language, and values – both in and outside of work – must be considered at all times as a Shore professional and public employee. Your adherence to all laws and regulations, and the ways in which you conduct yourself, including the content and images you display on social media, are critical to maintaining your professional reputation, and in fact, your job.

AT WORK

- ***Follow the Internet Use Policy.*** Remember that any emails sent on Shore computers can be retrieved. Emails can be considered public documents. Internet activity on a Shore computer can be tracked.
- ***Write neutrally and professionally, no matter the media.*** Emails and in some cases, texts, can be considered part of an individual's record and subject to subpoena. Therefore, you must consider privacy (using only initials) when writing about individuals and use language that is professional and neutral.
- ***Use caution with self-disclosure about your personal life.*** Discretion is important.

OUTSIDE WORK

- ***You are a private citizen, but you are also a human services professional.*** Your out-of-work conduct can affect your job reputation and professional security. The line between our public and private lives is less clear when it comes to social media. Though you may be posting, writing, sharing photos and other information during your private time, away from work, this information is instantly public, thanks to the world wide web. Whether or not you intend this, your posts on social media platforms can and are seen by your co-workers, supervisors, individuals, their families, and all of our local and state partners. Therefore, you must use good judgment in using any and all social media tools.
- ***Be careful in extending your contact with individuals outside of work.*** Use caution when “befriending” or corresponding with individuals outside of work, using social media, texting, emailing. As indicated above, sharing personal information on social media and permitting individuals to access this, may cross a professional boundary. For some individuals this may not be healthy or in their or your best interests.
- ***Individuals can never be discussed, pictures shared or in any other way identified on social media.*** Identifying individuals on social media is a HIPAA violation, a violation of Shore's policies on confidentiality, and a personal invasion of their privacy. Even if you are proud of someone's accomplishment, you cannot post any information or

SHORE POLICIES AND PROCEDURES: ADULT SERVICES DIVISION

photos. Shore uses social media and an internal intra-net (Shorestaff). When a “news-worthy”/“share-worthy” event happens, contact your supervisor/ Program Coordinator about posting on Shore’s sites. This way, we can get all necessary consents from the individual and his/her guardian and ensure that all portrayals are respectful and done with full disclosure.

- ***Support our culture of professionalism.*** Do not ignore situations. Letting incidents slide sends the message that you believe such behavior is acceptable. If you see something questionable posted on a co-worker’s social media site, talk to him/her about it or bring it to the attention of a supervisor. If you see something unquestionably wrong posted, bring it to the immediate attention of your supervisor. Most importantly, if you see client information or photos, you must report this to your supervisor/Program Coordinator.

Use good judgment at all times. If you’re questioning whether or not you should post something, please don’t do it.

SHORE EDUCATIONAL COLLABORATIVE

TITLE: OUTSIDE INTERACTIONS WITH INDIVIDUALS SUPPORTED BY SHORE

POLICY: Staff/volunteers of Shore Collaborative may have outside contact with individuals supported by Shore Collaborative only with the knowledge and approval of their supervisors and any others whom Shore deems necessary. This includes phone contact, email communication, visits to hospitals, homes, and any community activities/outings. Furthermore, staff must be mindful that interactions, even outside of the work setting, must be appropriate, respectful and ensure that individuals' emotional and physical health and safety are optimized.

PURPOSE: Shore recognizes the strong commitment and relationships that develop between staff persons and the individuals with whom they work. It is common to find these relationships carrying over outside of work, as illustrated by staff inviting individuals to their homes for holidays, visiting people in hospitals when they're ill, or simply planning dinners out together. It is vitally important, however, to ensure that relationships that exist outside the work context remain appropriate, beneficial, and consistent with all aspects of a person's life and that boundaries/roles do not get crossed or misinterpreted. Most importantly, for the protection of all parties, it is the responsibility of the staff person who has outside contact with an individual, to make his/her Supervisor aware of the relationship so that its full implications on the person's life can be evaluated and discussed.

PROCEDURES:

1. Before a staff person engages in interactions with an individual outside of work hours, s/he must inform his/her supervisor of the interaction. In collaboration with the Supervisor and anyone else best qualified to do so, an assessment will be made as to whether or not additional guardian/ISP Team notification and /or approval will be sought. The purpose of this assessment is to ensure that the individual benefits from the interaction/relationship and that appropriate boundaries are maintained.
2. If deemed to be acceptable, employees will ensure that they engage in ethical behavior while socializing/interacting with individuals and recognize they may still be seen as role models and teachers. Shore employees, even outside work hours and settings, are still presumed to be "caretakers" as defined by DPPC and DDS and are subject to all professional behavior as well as mandated reporting requirements under these regulations (M.G.L.c 19C and 115 CMR 9.00, respectively).
3. If at any time, Shore Management, the individual's ISP Team, or Guardian decide that the outside relationship should be suspended (during the course of a psychiatric hospitalization, for example) or terminated completely, the employee will be informed of this and must respond accordingly.
4. Failure to comply with this policy, any procedures herein, may be cause for disciplinary action.

POLICY AND PROCEDURE MANUAL

TITLE: REGISTERING COMPLAINTS AND GRIEVANCES

POLICY: Shore strives to provide high quality services, as directed by individualized service programs and standards of best practices. However, students, adults, parents, and employees have the right to register complaints regarding their education, care, employment with Shore as well as outside agencies

PROCEDURES:

1. Staff, students, clients and parents, upon acceptance to Shore and annually thereafter, will be notified of their rights to register complaints or grievances with the educational or therapeutic services they are receiving at Shore.
2. There will never be any adverse consequences taken for filing a complaint. Should there be any retribution for complaints made toward the complainant, a Shore Administrator, up to and including the Executive Director should be notified immediately.
3. Attempts to resolve complaints should be made immediately by the Administrator in charge of the program, but no later than 5 school days after the complaint is made.
4. The actions taken, whenever possible, to resolve the complaint will be conveyed to the complainant and to the school district with whom the student is registered.
5. When matters rise to level of a grievance, particularly related to issues of discrimination or harassment regarding sexual orientation, gender identity, disability, age, ethnicity, religion, and all other protected statuses, this should be immediately communicated to the H.R. Administrator, Assistant Executive Director or Executive Director.
6. It is the responsibility of the Executive Director to investigate or oversee the investigation into the subject of the grievance and institute remedies to address these in a timely manner. Parties to the grievance should be informed within (10) working days of the findings and suggested action(s) taken to address the grievance, and/or the status of the investigation and approximate timelines for a plan of action.
7. The Executive Director/designee will report grievances to the appropriate state agencies and school district as required.

POLICY AND PROCEDURE MANUAL

SHORE EDUCATIONAL COLLABORATIVE

**TITLE: WORKPLACE VIOLENCE PREVENTION AND CRISIS
RESPONSE PLAN**

PURPOSE: Shore is committed to maintaining its workplaces as safe, productive, violence-free settings for all employees, individuals receiving services, guests and the general public. We will achieve this through training, ongoing assessment and improvement of our practices, encouraging reporting of any violence or threats of violence, and swiftly investigating and acting on any such reports.

DEFINITIONS:

Shore will use the terms and definitions exactly as outlined in 101 CMR 19.00

Human Service Workers – any person who works for a program. This includes but is not limited to employees, contracted employees, interns and volunteers.

Program – any entity operated, licensed, certified, or funded by a department, commission, office, board, division, institution, or other entity within EOHHS under M.G.L. C. 6A§ 16 that provides direct services to clients.

Workplace – any location where business is conducted, or site where the human service worker is considered “on duty”. Private vehicles used for business are included in this definition.

Workplace Violence – includes but is not limited to physical assault or battery, or both; property damage; and intimidation or threats communicated by any means or other disruptive or aggressive behavior that causes a reasonable person to be in fear of his or her own safety or that of a colleague. Workplace violence can include actions or communications in person, by letter or note, by telephone, by fax, by electronic mail, or through social media. Incidents of workplace violence may take place between human service workers, between human service workers and clients or customers, human service workers and acquaintances, partners, or spouses, and human service workers and the general public.

PLAN:

- 1) Any Shore employee who feels in fear for his/her own safety or that of a colleague based on threats, intimidation or actual, violent behaviors of another should immediately report this to any Shore Program Manager, Program Coordinator, Director of Adult Services, Assistant Executive Director or Executive Director. This threat, actual violence may be on the part of an individual receiving services, a co-worker, supervisor, or someone outside the workplace (family member, friend, associate).
- 2) To ensure ease of and comfort with reporting, an employee does not need to go to his/own direct supervisor or through any other typical supervisory/organizational

POLICY AND PROCEDURE MANUAL SHORE EDUCATIONAL COLLABORATIVE

structure or hierarchy. It is most important that any risks or perceived risks are reported without delay.

- 3) Supervisors (as defined in #1) or anyone at Shore who has received these reports, should interview the reporter to ascertain as many details as possible regarding the dangerous situation and the potential for further risk and/or access to the program site or specific, reporting staff member.
- 4) Persons reporting and their supervisors or others to whom they report cannot expect or promise confidentiality. Although these situations should be handled with the utmost sensitivity and discretion, the first priority is for the individuals and all others' safety.
- 5) Program Coordinators must notify the Executive Leadership and together they will make a plan for optimizing safety and minimizing risk. This may include any one or more of the following actions:
 - a. Developing a program-specific safety plan with strict adherence to lock down & lock out procedures;
 - b. Posting photos, restraining order documents at all program entry/front desk sites;
 - c. Placing another employee(s) on administrative leave, if they are the alleged threats;
 - d. Temporarily suspending an individual(s), if they are the alleged threats;
 - e. Involving law enforcement and/or court involvement;
 - f. Providing additional assistance to ameliorate the risk to the person while at work and at all other times.
- 6) The Executive Director/designee will notify Legal Counsel and the Board, if appropriate of the situation and provide regular updates.
- 7) Upon advice of Legal Counsel, The Executive Director will instigate an internal investigation, hold a team meeting, increase security measures until such time that the threat no longer exists.

SHORE EDUCATIONAL COLLABORATIVE

Adult Services Division

PERSONNEL POLICIES AND EMPLOYEE INFORMATION

THIS HANDBOOK IS INTENDED FOR USE AS A GUIDE BUT DOES NOT INCLUDE ALL POLICIES OR PROCEDURES OF THE SHORE EDUCATIONAL COLLABORATIVE AND DOES NOT SUPERSEDE THE LANGUAGE IN COLLECTIVE BARGAINING CONTRACTS. NOTHING IN THIS HANDBOOK IS INTENDED TO CONSTITUTE OR IMPLY A CONTRACT AND CHANGES AND REVISIONS WILL BE MADE PERIODICALLY. IF YOU ARE AN AT WILL EMPLOYEE, IT IS DISTINCTLY AND EXPRESSLY UNDERSTOOD AND AGREED UPON BETWEEN EMPLOYEE AND EMPLOYER THAT THE DURATION OF EMPLOYMENT IS UNSPECIFIED AND SOLELY RESTS IN THE DISCRETION OF THE COLLABORATIVE. THIS MEANS THAT YOUR EMPLOYMENT CAN BE TERMINATED AT ANY TIME WITH OR WITHOUT CAUSE OR NOTICE.

SHORE EDUCATIONAL COLLABORATIVE IS AN EQUAL OPPORTUNITY EMPLOYER.

APPROVED BY THE SHORE EDUCATIONAL COLLABORATIVE BOARD
OF DIRECTORS 04/01/2001

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ATTENDANCE

All staff are required to use the time clock in the main reception area upon arriving to and leaving work. Arrival and departure times must be recorded accurately, including late arrivals or early departures.

- An employee's failure to accurately record hours worked may result in either loss of pay or disciplinary action.
- It is illegal for employees to punch in or punch out for each other. Doing so may result in disciplinary action up to and including termination.

Absence: Call-in Procedures

A-2

If an employee is going to be away from the program unexpectedly due to accident or illness, s/he must call the assigned program and speak with a supervisor (Director/Program Coordinator/Program Manager) by 7:30 A.M. to notify them of their absence and its expected duration.

Failure to follow established procedures may result in disciplinary action.

Time Abuse

A-3

Employees who arrive late or leave early will be paid for the hours or portion of hours missed. Time missed due to late arrival or early departure to the program will be exchanged for PTO, therefore reducing the amount of PTO an employee has available. Tardiness and/or early departure may result in salary reductions, disciplinary action, and/or termination.

Subject to supervisory approval, staff may choose to work flexible, 8 hour per day schedules between the hours of 7:30 A.M. and 4:30 P.M. For example, staff may choose to work 7:30 to 3:30, 8:15 to 4:15, etc. With advance notice from one's supervisor, an employee may arrange to work a 9 to 5 day on an intermittent basis. Due to coverage needs, however, employees should generally begin work no later than 8:30.

Attendance at meetings and trainings is a requirement of all job groups/positions at all program locations. Whenever possible, meetings will be arranged in advance. It is the responsibility of all employees to arrange their schedules to be present for required meetings. For example, employees who generally work 7:30 to 3:30 must adjust their hours on days in which they have meetings from 3:30 to 4:30.

Without prior approval, arrivals after 8:30 A.M. will be considered late. Excessive tardiness may result in salary deductions, disciplinary action, and/or termination.

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Program Close

A-5

The Adult Services program will close once a year: one week in the summer, and the week between the Christmas and New Years holidays. Employees who are benefits eligible will be paid at their regular rate of pay (i.e. If one is normally scheduled to work 40 hours per week, they will be paid for 40 hours during the program close. If one is scheduled to work 24 hours weekly, they will be paid for 24 hours during the program close.) Employees who are scheduled to work less than 20 hours per week will not be paid for the program closure.

At the beginning of each fiscal year, staff will receive a program calendar, which indicates the days of service, and days on which the program is closed to observe holidays or program close weeks. Please review this calendar with your Program Coordinator if you have any questions.

Unless given written notice by the Director of Adult Services, all program days, including those prior to Holidays, are full service days for staff.

Snow/Inclement Weather

A-7

Subject to change, work will be canceled for all staff and individuals when school is canceled in the city/town in which the program is located. For example, the Beverly program will close when the Beverly Public Schools close. All staff are responsible for listening to either TV or radio reports of school cancellations in order to determine the applicable work schedule.

In cases of school delays, staff should report at the regular starting time, as the program opening time will not be delayed.

There are generally 11 paid holidays per year, depending on the calendar year and the necessity to work the required number of service days. A list of holidays will be disseminated prior to the beginning of each new fiscal year. Holiday pay will be pro-rated for part-time staff. In order to be paid for a holiday, staff must work the day before and the day after the holiday. If the holiday falls on a Monday, Friday will be considered the day before and Tuesday the day after. If personal leave time is arranged with and approved by the Program Director/designee or if a physician's note to verify the absence is provided, the employee will be eligible for holiday pay.

COMPENSATION

Staff salaries are based on annualized rates and are standardized based on the job group and step in which one is hired. Scales for each job are established and include a breakout of hourly, weekly, bi-weekly, and annual rates for each step (up to 12). Upon hire, all staff begin at Step 1 unless credit for experience is granted in a particular job group. Placement on scales upon hire is at the discretion of the Director of Adult Services and/or Executive Director. Guidelines for considering credit for experience are as follows:

Counselors and Counselor 2s:

Credit for experience may be granted up to Step 6. Experience must be commensurate to the responsibilities outlined in the job descriptions for which staff is being hired in order to be considered as credit. Each year of experience may advance staff a step on the scale, up to Step 6. Written verification of past employment must be received if credit for experience is to be granted. If this documentation is not received by the employee's first payroll, employees will be paid at Step 1 until the verification is received. Upon receipt of verification, the step change will be made and payment will be retroactive to the date of hire.

Managers and Nurses:

Credit for experience may be granted up to Step 6. Experience must be commensurate to the responsibilities outlined in the job descriptions for which staff are being hired in order to be considered as credit. Each year of experience may advance staff a step on the scale, up to Step 6. Some relevant field experience, internships, or actual work experience must accompany advanced degrees in order to be considered as credit.

If an employee has worked for 90 days or more in a year, the employee will move to the next step at the beginning of the next fiscal year. However, new employees beginning in April, May or June will be reviewed after 90 days of successful employment for consideration for advancement on the scale. Subsequent reviews will take place at the standard fiscal year.

Employees who change job classification will change to the applicable scale for their new position. The Director and/or Executive Director will determine placement on the new scale. Staff will not automatically move to the same step or the step, which represents years of Shore experience on the new scale.

Coordinators/Directors:

Employees will be paid on a range that is specific to their position at a rate that is commensurate with their skills and experience.

Schedule of Paydays

B-2

Paychecks will be available every two weeks on Fridays for a total of twenty-six (26) paychecks per year. Pay periods will be the two full weeks prior to paydays, and will reflect work, holiday, and PTO pay. Any deductions for unpaid leave, excessive PTO, late arrival or early departures will be reflected in the paycheck for that period. A calendar of paydays will be distributed before the start of each new fiscal year. Checks will be distributed at the program sites on paydays. (If staff are on vacation or on some other leave, paychecks may be picked up at the main office after noon, may be held for you, or may be mailed to your home.) Please make arrangements in advance when you are not at work to pick up your check.

Due to an IRS regulation effective July 1, 1991, any employee who is not enrolled in a pension system and does not currently pay into Social Security will be required to do so. The following groups of people will be required to pay the above Social Security tax:

1. All substitute employees
2. Any employee working in a temporary position

Permanent employees who are not benefits eligible because they work less than twenty (20) hours weekly are required to make mandatory contributions of 7.5% of salary to a deferred compensation program, the Massachusetts SMART Plan. These contributions will be made in lieu of FICA deductions.

EMPLOYEE BENEFITS

Retirement Plan

C-1

Shore Educational Collaborative employees are enrolled in either of two state mandated retirement plans: Massachusetts Teachers Retirement or Massachusetts State Retirement.

Any employee working 20 hours or more per week is mandated by law to be enrolled in the State or Teachers (if certified) Retirement system. Contributions to these programs are deducted from your gross income at a rate of 5%-11% each pay period, depending on status and/or years of service. All employees who become members of the Massachusetts Teachers Retirement Program for the first time on or after 7/1/01 will have 11% of gross income deducted each pay period. As mandated by the Massachusetts Public Employee Retirement Administration, any employee earning over \$30,000 is subject to an additional 2% deduction on any earnings over \$30,000.

Beneficiary designations are made at the time of enrollment. Changes in your designated beneficiary can be made as necessary by completing the appropriate forms available through Human Resources.

Contributed funds can be withdrawn only upon termination of your position with Shore Educational Collaborative and after completing the necessary written documentation to do so. More specific information about the retirement system can be obtained from Human Resources.

Payroll Direct Deposit

C-2

Shore Educational Collaborative offers payroll direct deposit. Directly depositing payroll into a checking and/or savings account is an efficient way of getting your money to the bank without having to go to the bank. To begin this process, you need to complete a direct deposit form that is provided by Human Resources. The form requires that you attach a cancelled (voided) check and/or deposit slip for the account(s) into which you want your payroll check deposited. The data entry and verification process takes approximately one month, or two complete payroll cycles. Prior to completion of this process, you will receive a check that must be taken to the bank. After direct deposit starts, you will receive a non-negotiable stub to notify you of the deposit and the mandated/requested payroll deductions.

The Collaborative offers, if an employee is eligible, Tufts Health insurance options and Blue Cross/Blue Shield (BCBS) Dental insurance. Shore contributes 70% of health insurance premiums and 70% of BCBS Dental premiums. For more specific information on benefits, contact Human Resources.

Any employee working 20 hours or more per week is eligible for enrollment in a health insurance and/or dental plan. Since Human Resources only has a limited time from the employment date to enroll new employees into a health/dental insurance plan, applications must be submitted within 30 days of being hired. Failure to do so will result in an employee being ineligible for health/dental insurance until the following July 1st.

If for any reason an employee decides to cancel his/her health/dental insurance during the year, they cannot rejoin until July 1st. Any cancellation of health/dental insurance benefits must be in writing.

July is open enrollment for health and dental insurance. At this time, employees can change plans, change status, or enroll in insurance coverage. Prior to open enrollment, employees will receive information about the plan costs and coverages.

Employees that experience a ‘qualifying event’ (birth, adoption of a child, marriage, divorce, loss of coverage) may make a change to their health and/or dental insurance within specific time parameters surrounding the event. Contact Human Resources for specific information.

When employment starts on or before the 15th day of the month, the employee is responsible for contributing a full month’s premium to elected insurances. When employment starts on or after the 16th of the month, the employee does not contribute for that month. Rates, information, all forms, and applications are available from Human Resources.

Tuition Reimbursement

C-4

Tuition reimbursement will be available to employees who are enrolled in a Certificate, Associates, Bachelors, or Graduate Degree program relevant to their work at Shore. Reimbursement will be **\$400.00** per credit.

Total or partial tuition reimbursement will be provided upon verified, successful completion of coursework with a final grade of “B” or better.

When possible and reasonable, schedule accommodations for continuing education may be considered for the purposes of pursuing coursework in a field related to your job. Please discuss accommodations that you may need, well in advance, with your Supervisor.

Shore Educational Collaborative offers optional retirement plans through: MetLife (403(b)) tax-sheltered annuity, Fidelity (403(b)) tax-sheltered annuity, and ING (457 deferred compensation). Information can be obtained through Human Resources. Employees who are enrolled in other plans not offered directly through Shore may arrange for payroll deductions to these plans. Please contact Human Resources for more information.

Long Term Disability Insurance

C-6

Long Term Disability Insurance coverage is provided to all eligible staff with premiums fully paid by Shore Educational Collaborative. Enrollment forms and information may be obtained from Human Resources.

When an employee leaves his/her position, except in the event of gross misconduct, and they have been covered by Long Term Disability for 12 or more consecutive months, s/he is eligible to elect a conversion plan. Human Resources will provide you with a notice explaining conversion benefits upon separation from employment.

Short Term Disability Insurance – Voluntary

C-7

Shore Educational Collaborative will provide payroll deduction services for a voluntary, employee-paid short-term disability insurance plan. New hires may elect coverage during their first 14 days of employment; otherwise, open enrollment is in the month of January. Enrollment forms and information may be obtained from Human Resources.

Life Insurance - Voluntary

C-8

Shore Educational Collaborative will provide payroll deduction services for a voluntary, employee-paid life insurance plan. Enrollment forms and information may be obtained from Human Resources.

Longevity Stipends

C-9

All employees may receive, in addition to their salaries, a longevity stipend at the end of the fiscal year in which they have completed the following years of service:

After 5 years	\$250
After 10 years	\$750
After 15 years	\$1000
After 20 years	\$1250
After 25 years	\$1500

Starting in December, 2025, employees will have the option to split their longevity stipend in half, with half in December and half in June. If a selection isn't made, the payment will default to being fully paid in June.

Longevity amounts will increase by \$500 for each level starting in Fiscal Year 2027

Educational Stipends

Except when required as defined in each position's job description, employees who possess post-secondary degrees may receive an annual stipend, pro-rated based on hours worked, as follows:

Certificate in Human Services (or related field)	\$250*
Associate's Degree	\$500
Bachelor's Degree	\$1,000
Master's Degree	\$2,000**

*Employees who have achieved Certificates in Human Services may receive this stipend unless they are recipients of additional compensation from other sources as a result of this Certificate, which will exclude them from this program.

**Employees who have achieved a Master's Degree may receive this stipend in equal increments throughout the program fiscal year. This stipend will be limited to one stipend per eligible employee.

TIME OFF

PTO (Paid Time Off)

D-1

Paid time off (PTO) is accrued based on the number of hours worked per week and the number of years of employment as indicated below. There is no distinction made between sick and vacation leave time and is hereafter referred to as PTO. PTO may be used, accrued, or “bought back” in accordance with the procedures established below.

Above all, regular attendance is considered an essential expectation and requirement of any position. Misuse of PTO or excessive absenteeism for any reason may be cause for termination.

ELIGIBILITY AND TIME EARNED

New employees will not be able to access PTO until they have worked 90 calendar days. Upon completion of the 90-day waiting period, they will have access to one-half of their PTO accrual for the full period of their first fiscal year of employment.

At the beginning of the fiscal year, July 1, staff will be advanced the time they are expected to accrue during the first semi-annual period (July through December.) Time used in excess of this will be unpaid. Similarly, the second semi-annual allotment of time is advanced in January. In cases where approval is granted by the Division Director, time from the second period may be advanced for use in the first.

Staff working 20 hours or more per week are eligible for PTO. PTO indicated below is based on one full time equivalent (FTE) position, i.e. 40 hours per week and 52 weeks per year. Part-time and/or staff employed for less than a full fiscal year will earn pro-rated time based on this schedule.

Adult Services

Year of Employment	Monthly PTO (accrual)	Yearly PTO (accrual)	Mandatory Program Closing Time	Total PTO Days
Hired after July 1st	1.25 days/mo.*	Prorated from start date	Prorated from start date**	Prorated from start date
1 st full year	1.25 days/mo.	16 days	10 days	26 days
2 nd full year	1.5 days/mo.	19 days	10 days	29 days
3 rd full year	1.5 days/mo.	19 days	10 days	29 days
4 th full year and longer	2 days/mo.	25 days	10 days	35 days

*Staff must actively work/be paid 51% of the month to earn time for that month. For example, staff who begin on July 10 will earn 1.25 days (10 hours) PTO for that month. Staff who begin on July 20 will not be eligible to accrue any time in July but will be eligible to accrue time in August and beyond. Staff, who are out on an approved, paid leave for 51% or more of the month, will still earn time for that month. Staff who are out

on an unpaid leave for 51% or more of the month will not earn time for that month.

****Staff who are employed at the time of program closings are paid for that time, regardless of the date/time of the month in which they started. For example, staff who begin employment on December 20 would be eligible for the paid program closing. Program closings are generally ten (10) days.**

USE OF PTO

Planned PTO:

Except in cases of personal or family illness, advance notice and supervisory approval are required when an employee wishes to use PTO.

All requests should be put in writing (forms available from supervisor) and submitted to the employee's immediate supervisor as much in advance as possible. When approving PTO, consideration will be given to:

Number of other requests already granted

Staffing patterns necessary to maintain safety and clinical efficacy

Employee's length of service, use of leave time to-date and the amount of advance notice given

Employees may use PTO in increments ranging from one hour to five days. If an employee wishes to use more than five consecutive days of PTO for purposes of vacation, his/her Supervisor as well as the Director/designee must grant approval.

If PTO is denied and is still taken, the employee may be subject to disciplinary action up to and including termination.

Unplanned PTO (Less than five (5) consecutive days):

Unplanned PTO refers to days when an employee calls out sick that day and does not request time in advance. Excessive use of PTO (particularly unplanned time) is grounds for disciplinary action up to and including termination.

After five or more consecutive days of unplanned PTO, an employee may be required to provide physician's documentation specifying the reason for the absence and verifying that s/he may return to work. At any other time, at the discretion of the Division Director, an employee may be asked to provide physician's documentation of illness when PTO is excessive or when a trend has developed that may suggest PTO has been misused.

PTO may be used for employee illness and immediate family illness (spouse, mother, father, brother, sister, son, daughter, or relative residing in the employee's household). When this time exceeds five (5) consecutive days, an employee may be eligible for a family medical leave (FMLA). Refer to the policy and procedures related to FMLA for more information on qualifying for and using FMLA.

Employees must call in sick to the program each day that they intend to be absent without having arranged the time in advance. If Staff do not notify the program within appropriate timelines (between 7:30 A.M. and 8:00 A.M.), this will be considered lost time, not PTO, and is subject to salary reduction and disciplinary action.

Employees are requested, whenever possible, to schedule medical appointments after program hours or at least after individuals' departure times. When employees must schedule these appointments during work time, the supervisor should be advised as far in advance of the appointment as possible. Employees who arrive late or leave early due to illness or medical appointments will have the time deducted from PTO in quarter-hour increments.

Unplanned PTO (More than 15 days)

Employees who work 20 or more hours per week are eligible to purchase voluntary short-term disability insurance coverage. Employees who work 20 or more hours per week are covered by long-term disability insurance coverage. If an employee is unable to work for reasons **not** involving a work-related injury, s/he may be eligible to collect from either/both of these insurance programs. Please refer to the appropriate sections above for additional information on short-term and long-term disability insurance programs. (Absences that do involve work-related injuries are reported as and covered by workers compensation procedures).

ACCRUING AND BUYING BACK UNUSED PTO

Accruing and Using PTO

Employees can choose to accrue some PTO (up to 180 days) for deposit into their personal paid extended sick leave bank. Any time saved, up to the maximum 180 days, can be carried over from year to year in the bank. Banked PTO may then be used in cases of serious illnesses suffered by the employee or his/her immediate family. The same medical criteria and documentation requirements as specified in FMLA procedures must be met in order to access extended sick bank time and/or to qualify for short-term disability.

For purposes of PTO placed in the extended sick leave bank, the long-term illness can involve either the employee or their family member. Paid extended sick leave bank time may also be accessed for use during a maternity leave of absence.

Buying Back Time – Current Year's PTO

When the 180-day maximum sick leave bank is met and/or at the end of each fiscal year, employees who have been employed in good standing for at least one full fiscal year may choose to sell back any current remaining PTO. This sell-back of accrued PTO can only be accomplished at the end of a fiscal year.

Shore will buy back all (100 %) of each employee's accrued but unused PTO at 50% percent of their hourly rate.

Employees who are part-time are eligible to buy-back at the end of the fiscal year. The remaining unused PTO is calculated using the same method, but pro-rated based on the number of months worked divided by the number of actual hours worked.

Buy Back of Banked PTO

Once PTO is banked in an employee's sick leave accrual bank it is not eligible for buy-back at any time, not even upon separation from employment.

Buy Back of Current Year's PTO upon Separation from Service

Employees who separate from service will be paid for 70% of their current fiscal year's earned but unused PTO time as of their date of separation.

Jury Duty

D-2

In the event that an employee is called for jury duty, s/he will be granted leave with pay for the first three days pursuant to chapter MGL 234A section 48. Notification should be made to the Director of Adult Services upon receipt of jury notice. A copy of the Jury Duty notice must also be submitted to the Director of Adult Services and Human Resources .

Bereavement Leave

D-3

1. Bereavement leave will be granted in the amount of up to five (5) days for immediate family members defined as spouse, mother, father, brother, sister, son, daughter, or relative residing in the employee's household.
2. Bereavement leave will be granted in the amount of up to two (2) days for family members defined as mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent, and grandchild.
3. Bereavement leave will be granted in the amount of one (1) day or portion thereof for other relative or non-relative bereavement, up to twice per fiscal year.
4. In all instances requiring bereavement leave, the employee must contact their supervisor as soon as possible.
5. Bereavement leave will be granted in the amount of up to (5) days due to the loss of a pregnancy for the pregnant person or co-parent due to miscarriage or stillbirth. Neither the length of the pregnancy nor the number of children will impact the number of days to which employees are entitled.

Religious Holiday

D-4

Adult Services employees shall receive two (2) paid days per year for observance of religious holidays that fall on a work day. Requests for time off for the observation of religious holidays must be received by the supervisor at least thirty days in advance of the requested holiday.

Parental Leave

D-5

Upon receipt of at least two (2) weeks written notice of the employee's anticipated date of departure and intention to return to work, the Board may grant a parental leave of absence without pay for up to twelve (12) weeks as identified in the FMLA (Family and Medical Leave Act). Employees should inform the Executive Director as soon as possible regarding the dates of this leave so that service provision can continue with minimal disruption. Throughout a pregnancy and at the time of return to work, a physician's statement of good health and ability to fully participate in the requirements of the job must be provided.

Shore Educational Collaborative will adhere to the mandates of the Family Medical Leave Act. Approved FMLA leaves may not exceed 12 weeks within any 12-month period as defined by the Act and may not roll over in succession from either the calendar or fiscal year. Employees will adhere to the policies and procedures defined by the Act and the Collaborative.

All Family and Medical Leaves **MUST** be requested in writing with support documentation attached. Please contact Human Resources for forms and guidance.

FMLA provides up to 12 weeks of unpaid job protected leave to eligible employees for certain family and medical reasons. Employees are eligible if they have worked for Shore for at least one individual program or contract defined year, and for 1,250 hours over the previous 12 months.

Reasons for taking FMLA Leave:

- ◆ To care for the employee's child after birth, or placement for adoption or foster care
- ◆ To care for the employee's spouse, child, or parent who has a serious health condition
- ◆ For a serious health condition that makes the employee unable to perform the employee's job

FMLA-eligible employees are required to take all earned (accrued) but unused sick and/or personal time, including personal sick leave accrual time before taking an unpaid leave.

Advance Notice and Medical Certification:

- ◆ The employee will be required to provide advance leave notice and medical certification. Taking of leaves may be denied if requirements are not met.
- ◆ The employee ordinarily must provide 30 days advance notice when the leave is foreseeable.
- ◆ Shore may require medical certification to support a request for leave because of a serious health condition, may require a second or third opinion (at Shore's expense), and a fitness for duty report to return to work.

Job Benefits and Protection:

- ◆ For the duration of FMLA leave, Shore must maintain the employee's health coverage [if through Shore] under a "group health plan."
- ◆ Upon return from FMLA leave, most employees must be restored to their original or equivalent position with equivalent pay, benefits, and employment terms.
- ◆ The use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave. Benefits and seniority may not accrue during an FMLA leave.

FMLA makes it unlawful for Employers to:

- ◆ Interfere with, restrain, or deny the exercise of any right provided under FMLA.
- ◆ Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement:

- ◆ The U.S. Department of Labor is authorized to investigate and resolve complaints of violations.

An eligible employee may bring a civil action against Shore for violations.

Adult Services employees are expected to work as defined by the service calendar. Leaves of absence should only be requested for unusual circumstances or events. If an employee is requesting a leave of absence for anything other than an FMLA or an emergency, the leave of absence must be requested in writing and is subject to review and approval by the Director of Adult Services, the Executive Director, and the Board of Directors. A leave of absence to extend a vacation period or for non-urgent business may not be approved.

Medical/Dental Benefits during extended leaves:

Employees participating in Shore Educational Collaborative's medical/dental benefit programs will continue payments at the active employee rate for up to 12 weeks of leave. Following the 12 weeks of leave, the employee will be required to change to COBRA coverage for the remaining length of the leave of absence.

Small Necessities Leave Act

D-8

Shore Educational Collaborative will adhere to the mandates of the Small Necessities Leave Act. If available, employees will be required to use their existing PTO. In the event that an employee has exhausted his/her yearly accrual of leave time, they may be granted additional leave under this Act without pay. Employees will adhere to the policies and procedures defined by the Act and the Collaborative.

This legislation requires employers to provide up to 24 hours of unpaid time for employees to attend to the needs of their children and elders by attending medical visits which cannot be scheduled outside of work day and also to allow parents time to participate in school activities directly related to the advancement of the student's education.

Employees are eligible if they have worked for Shore for at least one individual program or contract defined year, and for 1,250 hours over the previous 12 months.

All requests for this accommodation must be received in writing at least 5 workdays in advance of the appointment. Please note "SN" on your time sheet for these hours.

EMPLOYMENT

A Personnel Action Forms (PAF) is done for new employees, at the beginning of every year, and whenever a change of status occurs. Changes may include but are not limited to: different position or program site, extended leave, and/or change in address, telephone number, tax withholding status, health/dental insurance, and pay rate. Employees are required to notify their supervisors or Human Resources when changes in status occur so that the most updated information is always on file. Any change in your status that would affect payroll (i.e., address, tax exemptions, and health/dental plan) must be submitted in writing to Human Resources. Only Human Resources/Division Directors will complete PAFs.

Employees must submit any and all required written documentation in a timely fashion. Human Resources will advise you at the time of hire or when forms need updating. It is imperative that all documentation is received as failure to do so could result in suspension without pay until forms are submitted or an inability to process payroll.

Individuals interested in working for Shore Educational Collaborative at the time of interview and, if hired, periodically thereafter, are required to authorize Shore Educational Collaborative's access to data report from the Criminal History Systems Board.

Emergency Personnel Forms

E-3

Upon hire and annually thereafter, employees must complete an Emergency Personnel Information form and submit this to Human Resources. This form includes vital information both medical and personal that would be needed, including person(s) whom you would like notified, should an emergency occur. It is the employee's responsibility to submit an updated copy of this form should changes in status occur. Forms will be distributed to all staff once each year, but can be requested by staff at any time if there is a need to update their contact/emergency information.

Employee's Children in the Workplace

E-4

Although Shore Educational Collaborative encourages and is supportive of working parents, it is inappropriate for employee's children to be in our classrooms/programs. For the safety of your children and our individuals, employee's children should not be brought to the workplace.

Performance reviews are usually conducted on an annual basis but may be done more frequently at the discretion of administration. Please refer to your program supervisor for more information.

All employees are required to hold all individual, personnel, and Shore Educational Collaborative business information in the strictest confidence at all times: off site, in the community, and during off hours.

Failure to comply with this policy may result in serious consequences and may result in termination. All employees and volunteers will be required to sign a Statement of Confidentiality. Please refer any questions to the Human Resources Administrator and/or the Director of Adult Services.

Individuals/Clients

The laws of confidentiality protect individual educational and personal information. Client records must be signed out whenever an employee accesses information from a client record. Any staff receiving a verbal or written request for client information should check with his or her Program Manager for guidance.

Client information should not be discussed with anyone outside the agency unless approval is received. In general, employees should refrain from discussing client information with Shore personnel who do not work with an individual and refrain from discussing individuals outside the work environment.

Employees

Shore Educational Collaborative will protect the confidentiality of its employees. Information will not be released to outside parties without proper approval. Staff should not release personal or professional information of other employees to any individual including other Shore employees, school personnel, or parents/guardians.

References of Employment

E-7

Employees should complete an Employee Release for Reference form if they wish to have employment references provided to outside organizations/agencies. This form is available from Human Resources. Only specified administrative staff may provide official Collaborative references.

In general, it is good practice to complete expense vouchers promptly and completely. All vouchers, including substitute bills, expenses and mileage reimbursement forms, must be completed and submitted by the 15th of the month for any activity in the previous month. All vouchers should be verified by a Program Manager's signature and then reviewed and approved by a Coordinator for final approval by the Director of Adult Services. Vouchers must be itemized and have receipts attached. Line items must be separated. Incomplete or incorrect vouchers will be returned for corrections and, if not resubmitted in a timely fashion, may not be reimbursed.

Whenever possible, employees should obtain prior approval whenever possible from the Director of Adult Services to buy any program supplies they identify as necessary and within established guidelines and obtain a tax-exempt form to use when making the purchase. Forms are available from Accounts Payable. It is illegal to use the tax-exempt form for purchases other than for the Collaborative. Failure to adhere to this policy may result in disciplinary action.

Expenses incurred by the employee will be reimbursed if the purchase is appropriate, as stated in the guidelines, and prior approval for the purchase has been obtained from the Director of Adult Services. It is required that a receipt, documenting the purchase and cost, is attached. Any purchase over \$25.00 must be reviewed and approved by a Program Coordinator. In all cases, staff must stay within established budgetary and line item guidelines. Purchases over \$50 require prior approval by the Director of Adult Services.

Mileage is reimbursed when employees are required to use their personal vehicles for business. All mileage other than to and from one's designated program site is reimbursable. Reimbursement requests for mileage should be documented on an expense voucher and should include the specific purpose of the trip, date and number of miles. Mileage is reimbursed at the IRS rate, per mile. As above, vouchers must be finally signed by the Director of Adult Services and submitted to the main office no later than the 15th of the month following the month in which the expense is incurred. Mileage vouchers MUST be submitted monthly. Standardized mileage is used for trips between Shore sites as follows:

Chelsea to Beverly	Chelsea to Saugus	Chelsea to Peabody
One-way: 18 miles	One way: 6 miles	One way: 13.5 miles
Round trip: 37 miles	Round trip: 12 miles	Round trip: 27 miles
Beverly to Wakefield	Chelsea to Belmonte	Wakefield to Peabody
One-way: 11 miles	One way: 7 miles	One way: 6 miles
Round trip: 21 miles	Round trip: 14 miles	Round trip: 12 miles
Wakefield to Chelsea	Chelsea to Roberts	Beverly to Peabody
One-way: 12 miles	One way: 5 miles	One way: 7 miles
Round trip: 23 miles	Round trip: 10 miles	Round trip: 14 miles

All expense vouchers must be turned in to the Director of Adult Services on a monthly basis. Expense vouchers not submitted in a timely manner will not be reimbursed.

An employee may request conference/workshop/training days for the purposes of attending a workshop or conference that is applicable to his/her position. Requests must be submitted in writing, with as much advance notice as possible to the Director of Adult Services. Staff should attach any written material which describes the training or conference for which they are seeking leave to this request.

Consideration will be given to the amount of time needed, content of training and the ability to maintain adequate staffing patterns for the program while the employee is out. Whenever possible, leave time for the purposes of professional development will be granted.

Reimbursement of some or all fees may or may not be available and is subject to budgetary appropriation approval by the Division Director. When reimbursement is requested, written documentation of the specific costs must be provided. Employees receiving reimbursement for conference/workshop/training days and/or expenses may be required to provide written reports and/or presentations regarding the experience.

An employee may request professional leave for the purpose of attending a workshop or conference that is applicable to his/her position. Requests should be submitted in writing, with as much advance notice as possible to the Division Director. Staff should attach to this request any written material that describes the training or conference for which they are seeking leave. Consideration will be given to the amount of time needed, content of training, and the ability to maintain adequate staffing patterns for the program while the employee is out. Whenever possible, but not on an automatic basis, leave time for the purposes of professional development will be granted.

Reimbursement of some or all fees may or may not be available and is subject to approval by the Executive Director. When reimbursement is requested, written documentation of the specific costs must be provided.

Shore Educational Collaborative is an equal opportunity employer dedicated to the mission of providing quality educational training programs and services. The Collaborative values and celebrates diversity in its programs, employees, students, and clients/individuals. The Collaborative seeks to create learning and working environment where all participants enjoy pride in learning and productive work. Shore Educational Collaborative is committed to providing a learning and working environment where all participants are free from discrimination and any form of harassment.

There is the expectation that employees will work cooperatively and we encourage all employees to politely and professionally resolve any interpersonal issues.

Despite the efforts of all concerned, it is recognized that problems will arise from time to time. These may involve personal differences, disagreements, or interpretations of policy. Accordingly, Shore Educational Collaborative shall maintain a problem resolution procedure at all locations whereby employees will have assurance that such problems will be addressed. All matters properly brought to the attention of a Shore Educational Collaborative representative will be given prompt and equitable consideration. In accordance with this policy, an employee's position should not be jeopardized for attempting to resolve a problem through this procedure.

A. General Provisions

1. A problem for resolution should be presented for disposition through the problem resolution procedure within thirty (30) calendar days of the occurrence of the problem or the first knowledge of its occurrence.
2. Failure at any step of the problem resolution procedure to communicate a decision within the specified time limits shall permit the employee to proceed to the next step.
3. Time limits may be extended by mutual agreement in writing
4. Official problems filed by any employee under the problem resolution procedure shall not be placed in the personnel file of the employee; nor shall such problem become a part of any other record which is used in the promotion process or in any recommendation for job placement.

B. Procedures

A multi-level resolution process will be followed as outlined in individual collective bargaining agreements and/or by general administrative procedures. This will include, as necessary, the employee's direct supervisor, Division Director, Human Resources, Executive Director, and Executive Board of Directors.

Shore Educational Collaborative is committed to providing students, clients and employees with an environment that is free from non-work related disturbances. Solicitation, distribution, or the sale of goods and services by staff or others on the premises of any Shore Educational Collaborative facility may be disruptive to programs and fellow employees and is, therefore, prohibited. Employees should not distribute literature or other materials during their own working time or the working time of other employees. Employees should not attempt to solicit contributions for fundraisers or in anyway solicit during their own working time or during the working time of other employees.

Individuals who are neither employed by Shore Educational Collaborative nor authorized to act on behalf of Shore Educational Collaborative are prohibited from soliciting or distributing literature or other materials for any purpose at any time within Shore Educational Collaborative buildings or on Shore Educational Collaborative property.

At Shore Educational Collaborative we recognize and embrace the integration of technology into the classroom/workshop, educational, therapeutic and professional environment. Technology is a tool that enables us to work and learn more effectively. Technology is an integral part of the way business is conducted outside of academia, and so must be included in the curricula to prepare our students and individuals for their future. The following Software, Hardware, Internet, and E-mail Acceptable Use Policies and Procedures have been written for your knowledge and fulfillment and to protect important resources that we share.

Software Acceptable Use**I. Purpose**

Software enables us to accomplish many different tasks with computers. Unfortunately, in order to get work done quickly and conveniently, some people make and use unauthorized software copies or use software that is inappropriate for the classroom/workshop environment, or use software in inappropriate ways. Shore Educational Collaborative requires strict adherence to copyright laws and that software be used responsibly. The purpose of this information is to provide a better understanding of the legal obligations of software use, how software can be used, classroom/workshop and what software will be approved for use classroom/workshop at Shore Educational Collaborative.

II. Scope and Responsibility

This policy applies to all offices and departments, including faculty and staff members of Shore Educational Collaborative

II. Guidelines

Unauthorized copying of software is illegal. Copyright law protects software authors and publishers, just as patent law protects inventors. Disregard for copyright laws harms the entire academic community. If unauthorized copying proliferates, the Collaborative may incur legal liability. Offenders can be subject to civil damages of as much as \$100,000 per title copied, and criminal penalties, including fines of up to \$250,000 per work copied and imprisonment of up to 5 years per title copied. Unauthorized copying and use of software deprives publishers and developers of a fair return for their works, increases prices, reduces levels of future support and enhancements, and inhibits the development of new software products. Respect for the intellectual work of others continues to be essential to the mission of the educational system. We do not condone the unauthorized copying of software, including programs, applications, databases or code.

Software is essential to the effective use of technology in the classroom/workshop. There are several ways that its use can add value to the learning experience. The Collaborative has determined terms for the acceptable use of technology (including software) in the classroom/workshop. Technology will be reserved for the purposes of aiding in the attainment of specific IEP or therapeutic goals and objectives, meeting the Recommended

Standards for Instructional Technology as defined by the Massachusetts Department of Education, as a tool to enhance social development, and prepare students for their future. Software should be chosen thoughtfully and utilized planfully to insure that it complies. No software containing gratuitous violence, profanity, obscenity or controversial material or themes will be used at the Collaborative at any time.

To insure compliance with copyright laws, and high educational and professional standards the following guidelines must be followed at all times.

1. **Software copyright laws must be adhered to at all times.** *See the section below, titled Software Classification, for details on copyright laws.*
2. **All software must be appropriate for use at the Collaborative.** *You should be able to align the software used in your classroom/workshops with the Massachusetts Curriculum Frameworks or with an IEP goal. Prohibited is software that includes gratuitous violence, profanity, sexual content, obscenity or controversial material or themes. If you have a piece of software that is questionable, it needs to be approved by your Educational Coordinator.*
3. **A member of the IT Department must install all Software on your computer.**
4. **Software loans.** *You may loan your personal software to your classroom/workshop if the license is also loaned and if the software is appropriate for use in the classroom/workshop. Student loans are not allowed.*

Hardware Acceptable Use

I. Purpose

To ensure that Collaborative (owned leased, rented, or otherwise procured and or supported by the Collaborative) personal computers are utilized for Collaborative business, may be reallocated as determined by the needs of the Collaborative, and are configured in accordance to the Collaborative policy and standards.

II. Scope and Responsibility

This policy applies to all offices and departments, including faculty and staff members of Shore Educational Collaborative.

PC Purchase, Distribution and Reallocation

- The IT Department will be responsible for purchasing and configuring all new computers.
- Individual programs will be responsible for packaging equipment for moving purposes.

- Individual programs will be responsible for unpacking and setting up already configured systems.
- Individual programs will be responsible for the purchase of printer supplies.
- The IT Department will reallocate existing Collaborative-owned PCs in collaboration with Division Directors and Facilities personnel.

Maintenance and Repair

- Collaborative owned PCs that are covered under warranty will be serviced upon receipt of parts from the appropriate vendor.
- Collaborative owned PCs that are not covered by warranty will be serviced in accordance to parts availability and funding with the IT Department.

Maintenance and repairs of Collaborative owned PC's will be completed in accordance with Shore Educational Collaborative Computer Work Order Request Procedure. No other means of requesting service will guarantee help. Network Access, Security and PC Configuration

- The IT Department provides support to local area networks (LANs), the Internet, all Collaborative owned PCs that support the education, research, and work of the Shore Educational Collaborative faculty and staff.
- The IT Department will grant network access privileges to those authorized to receive network access privileges, email privileges and Internet Access as requested by a Division Director.
- The IT Department establishes the "base configuration" of all Collaborative-owned and any end-user customization should be approved by the IT Department in order to ensure software and network compatibility.
- Collaborative-owned PCs should not be relocated without the proper prior consent of your Division Director the IT Department.
- Collaborative-owned PCs utilized by Shore Educational Collaborative employees should be used for Collaborative business only.

Internet Acceptable Use Policy

Internet access is available to the students, individuals and staff of Shore Educational Collaborative. The Internet is an electronic communications network that expands student learning and staff resources. The Shore Educational Collaborative supports its use for

worldwide information access, communication, and collaboration. Our goal is to promote educational excellence by encouraging and facilitating resource sharing, innovation, and communication and to prepare students for success in life and work. Internet use that is integrated into the school curriculum fosters the development of research and information skills, encourages critical and higher level thinking, and provides expanded educational opportunities for both student and staff.

I. Purpose

The Collaborative's Internet access has been established for limited educational and administrative purposes. Use of the Shore Educational Collaborative's Internet connections must support education and research and be consistent with Shore Educational Collaborative's educational objectives. Use of another organization's network or computing resources must comply with the rules appropriate for that network in addition to these, Shore Educational Collaborative, policies and procedures. Transmission of any material that violates any national or state regulation is prohibited. This includes, but is not limited to, copyright material, threatening or obscene or harassing material, or material protected by trade secret. The use of the system is limited to educational, administrative, and professional development activities and will be used to achieve educational objectives in ways that other resources cannot provide.

II. Scope and Responsibility

This policy applies to all offices and departments, including faculty and staff members of Shore Educational Collaborative.

III. Guidelines

The smooth operation of the network relies upon the proper conduct of the end users who must adhere to strict guidelines. In general, this requires safe, efficient, ethical, considerate, and legal utilization of the network resources. These guidelines provide direction for the privilege of using this powerful new resource. If a Shore Educational Collaborative user violates any of these provisions, his or her account will be terminated and future access could be denied. The assistance and cooperation of students, staff, and parents in developing responsible attitudes, reinforcing appropriate behaviors, and observing network security practices is vital to the successful use of this powerful learning tool.

The students must have written parental permission for Internet access. The Shore Educational Collaborative will provide staff with Internet guidelines and training and support in the appropriate and effective use of the Internet. We will inform parents about Internet guidelines through the use of letters, newsletters, handbooks, and a public information meeting. Additionally, Shore Educational Collaborative will evaluate tools and software, which can potentially assist staff in implementing guidelines. Effectiveness, manageability, and any cost for initial purchase and upgrades will be considered.

Staff will model the guidelines at all times, provide a supervised setting for Internet use, and inform students about acceptable use guidelines. Information on guidelines will be included in student handbooks and posted in classroom/workshops as necessary.

Planning

Staff will plan and coordinate Internet use in ways that closely guides student experience. Staff will instruct students in the skills that are needed to effectively use the Internet, including those skills needed to critically select, evaluate, and use information resources that are relevant and authoritative.

Student Supervision

Staff will supervise student access as closely as possible. This includes frequent review of what students are using, and, if deemed necessary, a check of the sites which students have visited or accessed via email. Ease of supervision should be considered when deciding where to place computers in the classroom/workshop. Students are responsible for doing only those activities approved by the staff. Activities that require the thoughtful use of accessed information to construct knowledge and understanding will be emphasized.

The following activities require advanced planning and study by the staff: subscription to an electronic mailing list (listserv); access to newsgroups (Usenet); and downloading of files and other freeware or public domain software.

Prohibited Activities

Certain activities and behaviors are not permitted. These are (but are not limited to):

1. Accessing materials or using email for nonacademic purposes or for purposes that are not approved by the staff member in charge
2. Use of obscene, inflammatory, harassing, threatening, or abusive language or images
3. Knowingly accessing materials that are obscene or degrade groups or individuals.
4. Tampering with data and files being used by others.
5. Sharing of personal data such as street address, phone number, or home email address. Students' last names should be eliminated in most situations.
6. Use of school accounts for personal messages, political lobbying, union messages, chain letters, gambling, or business transactions, advertising, or commercial (offering or providing products or services) activities.
7. Access of the Internet using students' personal or family accounts.
8. Use or transmission of materials that violates copyright laws.

9. Transmission of confidential information may be protected by the 1996 Family Educational Rights and Privacy Act (FERPA).

Passwords

Information regarding passwords or confidential log-in procedures will be maintained by staff who will approve and generally initiate student log-in. Students will be instructed that if they inadvertently access objectionable (obscene, abusive, harassing, belligerent, or degrading) materials, they should report this immediately to the staff member in charge.

All communications and information accessible via the network should be considered private property and the use of another person's intellectual property without that individual's prior written approval or authorization is prohibited. The Collaborative will completely and periodically delete information from the system.

IV. Exceptions and Deviations

While supporting the rights of students and staff to use all available tools to investigate a broad range of topics, Shore Educational Collaborative recognizes that there may be material on the Internet that may be objectionable or devoid of educational value in the context of a school setting. The Shore Educational Collaborative has taken steps to restrict access to controversial materials. The Collaborative has installed software to limit access to inappropriate material. Additionally, staff will closely supervise student use of the Internet. There may be other materials that are not in accord with family values or individual beliefs and preferences. This can provide an opportunity for parents to discuss their family values with their child and their expectations about how these values will guide their child's activities while accessing the Internet.

All information, software, e-mail, and related material contained on or passing through Shore computers and IT resources may be monitored, read, opened, changed, removed, or otherwise accessed by Shore IT workers and administrative staff without prior notice to the user or creator of said material. All information, software, and related material shall be considered confidential and shall not be distributed outside the originating department, IT department, and senior management without consent from a Division Director.

It is impossible to control the quality of all materials published on a global network. Although guidelines cannot totally eliminate the possibility of inadvertent or intentional access to such information, we believe that they can significantly limit such possibilities. Shore Educational Collaborative believes that the access to valuable information on the Internet far outweighs the concern that the users may procure material that is not consistent with the educational goals of Shore Educational Collaborative, and we intend to maximize the Internet's educational value.

Shore Educational Collaborative does not offer warranties, either expressed or implied, for the service it is providing. The Collaborative will not be responsible for any damages that you may suffer, including loss of data resulting from delays, non-deliveries, misdeliveries, or service interruptions caused by its own negligence or your errors and omissions. Use of any information obtained through the network is at your own risk, and

Shore Educational Collaborative is not responsible for the quality or accuracy of information obtained through its services.

Security of the system is a high priority. If you discover a security problem on the Collaborative's system, notify the IT Department. Do not demonstrate the problem to others. Do not use another individual's account or password. Do not give your password to others. Attempts to log-on to the system as another user will result in cancellation of user privileges. Any user identified as a security risk or having a history of problems with other computer systems may be denied Internet access through the Collaborative's system.

Any verified acts of vandalism will result in cancellation of privileges. Vandalism is defined as any malicious attempt to harm or destroy the data of another user, Shore Educational Collaborative's network, or other networks that are connected to our system through the Internet. This includes, but is not limited to, the uploading or creation of computer viruses, and spyware.

V. Disciplinary Action

Students, staff, and all other users are responsible for following our guidelines. Internet use is a privilege, not a right, and inappropriate use may result in cancellation of that privilege or in other penalties as outlined in the student handbook up to and including termination. The system administrators will decide what is inappropriate use and their decisions are final. Accounts may be closed at any time. The administration, faculty, and staff of Shore Educational Collaborative may request the system administrators to deny, revoke, or suspend specific user accounts.

E-mail Acceptable Use Policy

Purpose

This document sets forth Shore Educational Collaborative's Policies with regard to, access to, review, or disclosure of electronic mail (e-mail) messages sent or received by Collaborative employees with the use of the Collaborative's e-mail system. It also sets forth policies on the proper use of the e-mail system provided by the Collaborative.

These policies do not constitute a contract. The Collaborative reserves the right to change them at any time.

Guidelines

Use for Business Purposes/Collaborative Access, Review, Deletion and Disclosure

The e-mail system is provided to employees at the Collaborative's expense to assist them in carrying out the Collaborative's business. The e-mail system permits employees to communicate with-each other internally and with selected outside individuals and companies that the Collaborative, in its sole discretion, decides should be connected to

the system.

The e-mail system is to be used for business and education related purposes only to transmit business and educational information. The Collaborative treats all messages sent, received or stored in the e-mail system as business messages.

The Collaborative has the capability to access, review, copy, and/or delete any messages sent, received or stored on the e-mail system. The Collaborative reserves the right to access, review, copy, and/or delete all such messages for any purposes and to disclose them to any party (inside or outside the Collaborative) it deems appropriate.

Should employees make incidental use of the e-mail system to transmit personal messages, such messages will be treated no differently from other messages, i.e., the Collaborative reserves the right to access, review, copy, delete, or disclose them for any purpose. Accordingly, employees cannot use the e-mail system for private purposes. Employees should treat the e-mail system like any shared storage in the Collaborative (or in individual computers) and will be available for review by any authorized representative of the Collaborative for any purpose.

You may not use the Collaborative's e-mail system for personal causes including but not limited to soliciting, political or religious causes. Do not use the Collaborative's e-mail system to receive or send messages that might be offensive or insulting to other persons. For instance, you may not receive or send e-mail messages that contain sexually explicit text or pictures, that contain racial slurs, or that can be construed as harassment of any kind. You may not use the Collaborative's e-mail system to receive or forward chain letters of any kind. You should forward any questionable e-mail to the IT Department, and if you receive messages that violate these rules, you must immediately bring them to the attention of the IT Department.

Confidential Information

Employees must exercise a greater degree of caution in transmitting confidential information on the e-mail system than they take with other means of communicating information, (e.g., written memoranda, letters, or phone calls) because of the reduced human effort required to redistribute such information. Confidential information should never be transmitted or forwarded to outside individuals or companies not authorized to receive that information and should not even be sent or forwarded to other employees inside the Collaborative who do not need to know the information. Always use care in addressing e-mail messages to make sure that messages are not inadvertently sent to outsiders or the wrong person inside the Collaborative. In particular, exercise care when using distribution lists to make sure that all addressees are appropriate recipients of the information. Lists are not always kept current and individuals using lists should take measures to ensure that the lists are current. Refrain from routinely forwarding messages containing confidential information to multiple parties unless there is a clear business need to do so.

Viewing and Protecting E-Mails

In order to further guard against dissemination of confidential Collaborative information: employees should not access their e-mail messages for the first time in the presence of others. E-mail windows should not be left open on the screen when the computer is unattended. Your email program should be password protected.

Attorney-Client Privileged Communications

Some of the Messages sent, received or stored on the Collaborative's e-mail system will constitute confidential, privileged communications between the Collaborative and either its inside or outside attorneys. Upon receipt of a message either from or to counsel, do not forward it or its contents to others inside the Collaborative without counsel's authorization. Never forward such messages or their contents to any outsiders.

Copyrighted Information

Use of the e-mail system to copy and/or transmit any documents, software, or other information protected by the copyright laws is prohibited.

E-Mail Etiquette

Please bear in mind that your e-mail messages may be read by someone other than the addressee you sent them to and may even someday have to be disclosed to outside parties or to a court in connection with litigation. Accordingly, please take care to ensure that your messages are courteous, professional and businesslike. With email being such a fast and convenient method of communication it is important to remember to review what you write. Spelling does count.

Other Prohibited Uses

Use of the e-mail system to engage in any communications that are in violation of the Collaborative's policy, including but not limited to transmission of defamatory, obscene offensive or harassing messages, or messages that disclose personal information without authorization, is prohibited.

Storing and Deleting E-Mail Messages

The Collaborative strongly discourages the storage of large numbers of e-mail messages for a number of reasons.

1. E-mail messages frequently contain confidential information; it is desirable to limit the number, distribution and availability of such messages to protect the Collaborative's information.

2. RETENTION OF MESSAGES FILLS UP LARGE AMOUNTS OF STORAGE SPACE ON

THE NETWORK SERVER AND PERSONAL HARD DISKS, AND CAN SLOW DOWN THE PERFORMANCE OF BOTH THE NETWORK AND INDIVIDUAL PERSONAL COMPUTERS.

3. IN THE EVENT THAT THE COLLABORATIVE NEEDS TO SEARCH THE NETWORK SERVER, BACKUP TAPES, OR INDIVIDUAL HARD DISKS FOR GENUINELY IMPORTANT DOCUMENTS, THE FEWER DOCUMENTS IT HAS TO SEARCH THROUGH, THE MORE ECONOMICAL THE SEARCH WILL BE.

Accordingly, employees are to promptly delete any e-mail messages they send or receive that no longer require action, archiving, or are not necessary to an ongoing project. Employees should audit their stored e-mail messages regularly to identify messages that are no longer needed and should be deleted. The Collaborative does not currently limit mailbox size, but reserves the right to do so if necessary

IX. Disciplinary Action

If it is discovered that you are misusing the Collaborative's e-mail system you will be subject to disciplinary action up to and including termination of your employment.

These terms and conditions shall be governed and interpreted in accordance with the laws of the Commonwealth of Massachusetts and the United States of America.

Electronic Communications

E-14

Shore Educational Collaborative provides both electronic mail (by computer) and voice mail (by telephone) for use by some of its Adult Services Division employees. Both of these tools are provided solely to enable employees to send and receive business information rapidly and efficiently. All employees who use either of these tools are required to comply with the following guidelines:

1. Use of electronic and voice mail is for Shore Educational Collaborative business purposes only
2. Do not send confidential and/or proprietary material or urgent material via either electronic or voice mail
3. No commercial activity of any kind is permitted via either electronic or voice mail, or any other form of solicitation
4. Transmission, downloading, receipt of messages or use of Internet servers for non-business, non-educational, or non-agency business, that are defamatory, derogatory, obscene or otherwise offensive to the average person are prohibited via either electronic or voice mail. Among those which are considered offensive are any messages which contain sexual implications, racial slurs, gender-specific comments or any other comment that offensively addresses someone's age, sexual orientation, religious or political beliefs, national origin or disability.
5. If at anytime an employee receives unsolicited communications, particularly those of an offensive nature, the situation should be brought to the attention of their immediate supervisor. It is understood that these situations may occur and the employee will not be held responsible for the receipt of inappropriate unsolicited materials.

Shore Educational Collaborative reserves the right to review any electronic or voice mail message sent or received by an employee. Accordingly, employees should remember that they have no assurance of privacy when using either the electronic or voice mail systems. Employees are prohibited from accessing any electronic or voice mail other than their own. Inappropriate use of either electronic or voice mail may result in disciplinary action up to and including termination.

Shore Educational Collaborative will adhere to the mandates of the Americans with Disabilities Act (ADA). If an employee is qualified to perform the essential functions of a job, with or without reasonable accommodations, Shore will not discriminate on the basis of the disability.

Under the ADA, a disability is a physical or mental impairment that substantially limits a major life activity. The ADA also protects an employee who has a history of such a disability, or if Shore believes an employee to have a disability, even if the employee does not identify it or believe it.

To be protected under ADA, the employee must have a record of or be currently regarded as having a ***substantial impairment***. A substantial impairment is one that significantly limits or restricts a major life area such as hearing, seeing, speaking, walking, breathing, performing manual tasks, caring for oneself, learning, or working. (Anyone currently using drugs illegally is not protected by ADA and may be denied employment or fired on the basis of such drug use.)

If an employee has a disability, s/he must be qualified to perform the ***essential functions*** of the job with or without reasonable accommodations. This means two things. First, the employee must be able to satisfy Shore's requirements for the position they are seeking or currently hold, in terms of education, employment experience, skills, or licenses. Second, s/he must be able to perform the essential functions of the job with or without reasonable accommodations. Essential functions are the fundamental job duties that an employee must perform on his/her own or with the help of a reasonable accommodation.

Reasonable accommodation is any change or adjustment to a job or work environment that permits a qualified applicant or employee with a disability to participate in the job application process, to perform the essential functions of the job, or to enjoy benefits and privileges of employment equal to those enjoyed by employees without disabilities. A few examples of reasonable accommodation may include: providing or modifying equipment or devices; adjusting or modifying applications, training materials or policies; making the workplace readily accessible. Shore is not required to hire or maintain employment for employees whose accommodation would be an undue hardship on the program, i.e. one that requires significant difficulty or expense.

Prospective candidates are given a job description to carefully review the essential functions of the job before completing a job application. The employment application provides a candidate an opportunity to identify the reasonable accommodation that would be needed to perform the fundamental requirements of the job. Applications that include such requests will be brought to the attention of the ADA Coordinator (currently, the Director of Student Services of the program.)

Persons who are already employed at Shore and meet the criteria of the ADA should also speak to the ADA Coordinator if they believe they are being discriminated against on the basis of their disability or they find that a reasonable accommodation is necessary for

them to perform the essential functions of their job.

If requests for modifications are made, the Director of Student Services, Human Resources Administrator and Executive Director will meet to determine whether the request could be reasonably accommodated. As part of this process, consideration would first be given to maximizing the health and safety of the students and the staff and maintaining the integrity of the program's mission and provision of service to the target population. If the accommodation were reasonable within these parameters, the cost of the modification being requested would be assessed relative to the overall budget of the program.

Much of this information has been taken directly from material published by the U.S. Equal Employment Opportunity Commission. This booklet is available in its entirety to any employees or applicants who need or want additional information on the ADA.

Shore Educational Collaborative is an equal opportunity employer dedicated to the mission of providing quality educational training programs and services. The Collaborative values and celebrates diversity in its programs, employees, students, and clients/individuals. The Collaborative seeks to create a learning and working environment where all participants enjoy the pride in learning and productive work. Shore Educational Collaborative is committed to providing a learning and working environment where all participants are free from discrimination and any form of harassment.

Towards these goals, the Shore Educational Collaborative will not tolerate any form of harassment (verbal or physical) by any employee which directly harasses or creates an environment which harasses, disrupts, or interferes with others' work performance or which creates an intimidating, offensive, or hostile environment. All forms of harassment or discrimination based on age, gender, creed, culture, national origin, religious beliefs, ethnic background, sexual orientation, disability or any other personal characteristic unrelated to an employee's ability to perform work requirements are prohibited. The aim of this policy is to prevent harassment of any kind by anyone employed by or associated with Shore Educational Collaborative. If it is determined that an employee has engaged in discriminatory or harassing conduct, the employee will be subject to disciplinary action, up to and including termination.

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

Further, any retaliation against an individual who has complained about any form of harassment or retaliation against individuals for cooperating with an investigation of any harassment complaint is similarly unlawful and will not be tolerated.

All Shore Educational Collaborative employees are responsible for helping ensure that our workplace is kept free of all types of harassment. If you feel you have been the victim of harassment, report the behavior to any supervisor, Division Director or Human Resources. If you have witnessed harassment of any type, you are also urged to report the incident so that prompt action may be taken.

Incident reporting forms can be obtained from Human Resources.

Definition of Harassment:

Harassment is defined as conduct that:

1. Unreasonably interferes with an individual's work or educational performance or,
2. Creates an intimidating, hostile, or offensive work or educational environment.

While this policy sets forth our goals of promoting a workplace and educational

environment that is free of any harassment, the policy is not designed or intended to limit our authority to discipline or take remedial action for workplace conduct which we deem unacceptable, regardless of whether that conduct satisfies the definition of sexual or any other form of harassment.

While this policy goes beyond the issues of gender and sexual harassment to include creed, culture, national origin, religious beliefs, ethnic background, sexual orientation, and disability, there are specific laws and regulations relating to gender and sexual harassment that are of prime importance.

Although the EEOC guidelines were written for employment situations, they have generally been adopted for the educational environment as well, and provide the basis for defining sexual harassment as it involves students and clients/individuals.

Students and clients/individuals are protected from sexual harassment under the provisions of Title IX and the regulations of the Commonwealth of Massachusetts. Sexual harassment involving a minor or disabled student or client, in an educational setting, can also be considered a criminal offense under the laws relating to child abuse and the Disabled Persons Protection Commission.

Massachusetts Law on Fair Educational Practices (Chapter 151C of the MGL) defines sexual harassment as follows: any sexual advance, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

Submission to or rejection of such advances, requests or conduct is made, either explicitly or implicitly, a term or condition of the provision of the benefits, privileges, or placement services, or as a basis for the evaluation of academic achievement; or

Such advances, requests, or conduct has the purpose or effect of unreasonably interfering with an individual's education by creating an intimidating, hostile, humiliating, or sexually offensive educational environment.

Sexual harassment in public schools or educational environments is sex discrimination, and therefore is prohibited by Federal and State Laws. Title IX of the Federal Education Amendments of 1972 (20 USC 1681) states, "No person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance. Actions, which constitute different treatment based on sex, such as denial of the opportunity to participate in courses, activities, in sports, or different treatment in grading or discipline, are prohibited under Title IX.

The Federal Law protecting school and educational employees from discrimination based on gender is Title VII of the Civil Rights Act of 1964. The Equal Employment Opportunity Commission (EEOC) has developed guidelines that define sexual harassment as "Unwelcome sexual advances, requests for sexual favors and other verbal

and physical conduct of a sexual nature constitute sex harassment when:

“Submission to such request is made a term or condition of employment

Submission or rejection of such conduct is used as a basis for employment decisions

Such conduct unreasonably interferes with work performance, or creates an intimidating, hostile, or offensive work environment.”

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

The legal definition of sexual harassment is broad and in addition to the above examples, other sexually oriented conduct, whether it is intended or not, that is unwelcome and has the effect of creating a workplace environment that is hostile, offensive, intimidating or humiliating to male or female workers may also constitute sexual harassment.

While it is not possible to list all those additional circumstances that may constitute sexual harassment, the following are examples of conduct which is unwelcome, may constitute sexual harassment depending on the totality of the circumstances including the severity of the conduct and its pervasiveness. Sexual harassment may include, but is not limited to:

- Unwelcome sexual advances - whether they involve physical touching or not
- Sexual epithets, jokes, written or verbal references to sexual conduct, gossip regarding ones sex life or style, comment on an individuals body, appearance, comment about an individuals sexual activity, deficiencies or prowess;
- Displaying or drawing sexually suggestive objects, pictures, cartoons;
- Unwelcome leering, making sexual gestures with hands or body movements, suggestive or insulting comments or descriptive terms;
- Inquiries into one’s sexual experiences; and
- Discussion of one’s sexual activities.
- Repeatedly asking out or verbal or physical suggestions to a person who is not interested
- Name-calling, teasing, or other derogatory or dehumanizing sexual remarks
- Following a person or blocking a persons path
- Giving unwanted gifts of a personal or suggestive nature
- Unwanted touching of people, their hair or clothing

Harassment can occur in a variety of circumstances, including but not limited to the following:

- The victim as well as the harasser may be a woman or a man. The victim does not have to be of the opposite sex.

- The harasser can be the victim's supervisor, an agent of the employer, a supervisor in another area, a co-worker, or a non-employee.
- The victim does not have to be the person harassed but could be anyone affected by the offensive conduct.
- Unlawful harassment may occur without economic injury to or discharge of the victim.
- The harasser's conduct must be unwelcome.

Harassment Complaint Procedures

Incident Involving a Student or Client/Individual

In the event an employee feels that a student or client/individual is being harassed, threatened, discriminated against, neglected, or abused, the employee must immediately report the incident to their immediate supervisor, Director of Student Services or Director of Adult Services.

Incident Involving Employees

If any of our employees believes that he or she has been subjected to any form of harassment, the employee has the right to file a complaint with our organization. Verbal incident reporting may be accomplished with your supervisor, program director, division director or written incident reporting forms may be completed. These forms may be obtained from Human Resources.

OR

If an employee feels that he or she is being harassed or discriminated against, the employee may take the following steps:

- A. Politely confront the individual doing the harassment. Clearly state to the offending party what they have done or said and how you feel about his or her conduct. Request that the behavior cease immediately. This exchange should be done in a mature and professional manner where each party has the opportunity to understand each other's concerns and to prevent recurrence.
- B. If after such a confrontation, the harassment continues or if you believe the terms or conditions of your employment have been adversely impacted as a result of your confrontation, you should promptly file a verbal and/or written complaint to your Program Supervisor, Director of Student Services or the Director of Adult Services.

If the particular circumstances make the above procedure inappropriate for any reason, (for example, you are uncomfortable dealing directly with the offender or your supervisor) you should file the verbal and/or written complaint with the appropriate next level administrator or the Executive Director.

Investigation Procedure

After a harassment complaint has been filed, Shore will promptly investigate the allegations contained in the complaint in a fair and expeditious manner. Such investigations shall include, at a minimum:

1. a private interview with the person filing the complaint and with witnesses
2. an interview with the person alleged to have committed the harassment
3. interviews with all persons identified as having personal knowledge of the incident(s) in question

When we have completed our investigation, we will, to the extent appropriate, inform the person filing the complaint and the person alleged to have committed the conduct, the results of that investigation. In addition, depending on the particular situation, Shore may advise that the parties involved meet to discuss and try to resolve the complaint(s).

Because of the sensitive nature, all complaints of harassment will be investigated with care and will remain, to the extent possible, strictly confidential. In no event will information concerning the investigation be released to third parties, except as provided by law.

If the investigation reveals that the complaint is valid, Shore shall take immediate appropriate action against the offending party. Such measures are designed to put an immediate halt to the harassment as well as to prevent its recurrence. Shore retains the right to take whatever action it deems appropriate under the circumstances, up to and including counseling, disciplinary action, or termination of the offending party.

State and Federal Remedies

In addition to the above, if you believe that you have been subjected to sexual harassment, you may file a formal complaint with either or both of the government agencies set forth below. Each of the agencies has a short time period for filing a claim. (EEOC - 180 days; MCAD - 6 months)

**The United States Equal Employment Opportunity Commission
(EEOC)
10 Congress Street - 10th floor
Boston, MA 02114
(617) 565-3200**

**The Massachusetts Commission Against Discrimination
(MCAD) Boston Office:
One Ashburton Place - Room 601
Boston, MA 02108
(617) 727-3990**

Smoking

E-17

Employees may not smoke in any part of an office, school, program site, in vehicles, or while in the community with individuals. If an employee chooses to smoke, this must be done in designated areas and only during approved break times.

Cell phones are not to be used during work time, in classrooms/workshops, or program vehicles when individuals are present. Staff may use personal cell phones while on their lunch break and only in designated break areas.

In general, staff are not to make or receive phone calls for any reason other than a bona-fide emergency during direct service provision hours. If calls are received, messages will be taken whenever feasible and left in designated mailboxes.

In order to use personal vehicles to transport individuals during work hours and for work related activities, authorization must be obtained from the Division Director. Unless this written authorization is obtained, employees may not transport individuals in their personal vehicles. Verification of valid driving license, an approved driving record check, verification of adequate vehicle registration and insurance are all part of the initial and ongoing authorization process. Shore Educational Collaborative will regularly perform Driver's Record checks for all employees approved for the use of personal vehicles.

To establish a positive, professional educational image and to create environments that maintain health and safety and minimize the risk of accident or injury, Shore has established this policy. Employees should present a professional image that is a role model for students and individuals.

Employees should wear clothing that is neat, clean, and functional for the types of tasks (i.e., physical interventions, assisting in clean up, etc.) that may need to be performed. Casual, functional clothing does not need to be sloppy. Employees working in public school sites should adhere to the professional dress code for that site. In addition, when representing the Collaborative at a meeting, it is expected that employees will present a professional appearance.

As it is important for staff to be role models for students, a professional appearance is key. Attire that is not considered professional includes: clothing with rips and/or tears, is faded/ and/or worn-out; clothing with derogative slogans and/or pictures; advertising of tobacco products, drugs, alcohol, illegal substance; tank tops/halter tops, clothing which displays one's barebelly/midriff/cleavage; low-rise jeans that expose hips; visible underwear (including tops and bottoms, straps and waistbands) items that are formfitting and/or body hugging, i.e. spandex.

For staff working directly with students, shoes should be rubber soled with closed heels and toes as open shoes may present a safety hazard when transferring or physically intervening with students/clients.

Jewelry should not be worn while working with students/clients and will not be replaced or repaired by Shore if it is damaged. In addition, dangling necklaces, earrings and bracelets can present a safety hazard to staff and students/clients. On occasion, employees may be reimbursed for personal property that has been destroyed, if an employee has not been negligent and with approval of the Executive Director.

If glasses or any other necessary medical devices are broken by a client, staff should contact the Director of Adult Services and complete an incident report detailing the events that resulted in the damage. Upon review, staff may be eligible for reimbursement to repair or replace the glasses or devices.

Glasses which are not necessary for work and not being worn, i.e. sunglasses or reading glasses which are not always used, should be stored safely and inaccessibly to avoid damage. Shore will not reimburse employees for items that have been carelessly stored and subsequently lost or damaged.

In general, Shore is not responsible for replacing money or possessions that are lost or damaged at the program site. Therefore, employees are discouraged from bringing any valuables to work or should see the Program Coordinator to see if any (short-term) special arrangements can be made to safely lock such items.

Materials and Supplies

E-21

All materials and supplies purchased by Shore Educational Collaborative are the sole property of the Collaborative. These materials and supplies are for educational/client purposes only and are not for personal use by employees. Failure to adhere to this policy may lead to disciplinary action up to and including termination.

Employees possessing or using alcohol or illegal substances at a program or community site will be reported to the Executive Director and may be immediately terminated. In addition, any staff person under the influence or suspected of being under the influence of alcohol or illegal substances while employed at a program or community site will be reported to the Executive Director and may be subject to termination. Alcohol/illegal substances may never be brought into the program, program vehicle or other community recreational or vocational sites.

Staff who may suspect or are aware of possession and use of alcohol or illegal substances by other employees during working hours, should immediately report this information to their Supervisor or Program Director. Similarly, supervisors must report knowledge or suspicions of substance use, whether directly observed or reported by other staff, to the Program Director or Executive Director. Failure on the part of staff or supervisors to notify the proper persons may result in disciplinary action and/or termination.

HEALTH and SAFETY

All Shore Educational Collaborative employees are required to comply with Collaborative, Department of Mental Retardation, Department of Public Health and other applicable regulations, as well as Massachusetts General Laws. Failure to comply with any safety requirement could result in termination.

All Shore employees have individual and collective responsibility to maintain a safe and secure environment for individuals and co-workers. If at any time an individual is aware of or suspects that the safety and security of individuals, other employees, her/himself, or program facilities are in jeopardy, they should notify their supervisor immediately. Exterior doors should be closed at all times and not propped open, except for morning and afternoon transportation times. All windows and doors should be closed and locked at the end of the business day.

As part of building security, each building will have a sign in/sign out system. When individuals leave early or arrive late to/from appointments, staff are required to document arrival/departure times, with whom they are leaving, purpose of late arrival/early departure, etc. If at any time the individual and/or Shore staff are not certain about the identity of the person requesting early release or the safe condition of that person, the individual is not to be released. Shore Educational Collaborative staff should instead notify a Program Manager/Coordinator or Director who will call residential staff/families to confirm authorization. Although Shore Educational Collaborative welcomes families and visitors to the program, guests are asked to check in at program reception areas and be accompanied through the program by Shore Educational Collaborative staff.

A physician's statement verifying that an employee is physically able to perform the requirements of the position is required upon hire. When deemed necessary, an employee may be required to provide a physician's statement of fitness for duty at other times that Shore requests.

The Massachusetts Department of Public Health requires that all employers providing services to our adult population provide employees with the opportunity to receive Hepatitis B immunizations at the employer's expense. Please contact the Program Nurse and/or Human Resources for additional information on this immunization.

If an employee is absent from work due to illness or injury for more than five (5) consecutive days or otherwise when deemed necessary, a physician's note verifying that s/he is able to return to work may be required. A similar physician's note may be required if an employee is pregnant or has another injury or illness to ensure that the employee is physically able to work.

Shore Educational Collaborative strives to provide a work environment that is free from hazards. In the event that an accident or injury does occur, Shore provides workers compensation insurance coverage as mandated by the Commonwealth of Massachusetts. Each employee is obligated to comply with the following procedures to insure that, in the event of an accident or injury, s/he receives all of the appropriate and necessary treatment.

An injury which occurs at the program site or in the community while performing the functions of your job must be reported immediately to the Program Coordinator or their designee, the Program Nurse, and Human Resources. An Employee Incident Form must then be completed and submitted to the Program Coordinator and Human Resources.

MEGA is the insurance carrier for our worker's compensation benefits. In an emergency, please proceed immediately to the nearest medical facility.

In an instance where time is lost from work, an employee must provide medical clearance to return to work. This documentation must be given to the Director of Adult Services prior to returning to work so that a determination can be made regarding fitness for duty.

If an accident/injury occurs which requires an employee to miss work for more than 5 **calendar** days but less than 21 calendar days, the employee will be paid by Shore for any work days which occurred in the initial 5 day period. After the first 5 days, worker's compensation will pay the employee at the rate of 60% of their regular salary for days missed. Employees who miss more than 21 days due to an industrial accident will be paid for *all* lost time by workers' compensation at the rate of 60% of their regular salary, back to the original date of injury.

Health insurance benefits will continue to be available during the course of the leave. The employee contribution to insurance (normally deducted from paychecks) must be paid by the individual at the time of the leave or will be deducted from subsequent paychecks upon returning to work. Employees should work with Human Resources throughout a leave to get information that is more specific on their compensation and insurance issues.

Health and Safety Requirements

F-4

Upon hire and annually thereafter, all employees will be trained in Universal Precautions; Hepatitis B; OSHA standards for dealing with blood-borne pathogens; location and use of first aid supplies and any other specific health/safety issues that relate to the students with whom they are working. Staff must implement and adhere to these policies and practices at all times.

Use of gloves, proper handling and disposal of materials, and other procedures are mandatory job requirements and failure to adhere to these may result in disciplinary action. All staff will be trained in these procedures regularly but can, at any time, request that some or all policies be reviewed with them.

Additionally, upon hire and periodically thereafter, staff will receive First Aid, CPR, and PAC training.

INDIVIDUALS and CLIENTS

Interactions with individuals must always be professional, respectful, and appropriate. Employees who engage in any form of verbal or physical abuse when interacting with individuals will be subject to disciplinary action, up to and including termination. Staff who observe or suspect verbal or physical abuse on the part of another staff person must report this occurrence in accordance with state regulations for abuse and neglect (MGL C.19C). Failure to do so may result in disciplinary action, or fine under State Law. Staff must follow state agencies' regulations with respect to mandated reporting of abuse or neglect. Failure to do so may result in a fine or penalty of up to \$1,000 as defined by Massachusetts General Laws. Staff are encouraged but are not required to also report to their supervisor or the Director of Adult Services.

All staff will be trained annually on and must be familiar with all policies related to individual/client rights.

Individual Records

G-2

Individual records are confidential and not open to public inspection without the informed, written consent of the individual/guardian. Individuals or their guardians have the right to review any and all information that pertains to them. In agreeing to receive supports from Shore, individuals (or guardians) are informed of other specific persons who have access to their records. These are as follows: Shore staff and consultants may access individual records for the purpose of planning, providing and documenting educational, clinical, and medical treatment. Others who have access to the individuals' records are: Shore's Human Rights Committee; Shore's Peer Review Committee e; DMR, DMA or others involved in reimbursing and/or monitoring services.

If others request records, written authorization must be obtained from the individual/guardian. Please see your Supervisor/Program Director if these requests are made. Individuals' records may not be removed from the program site without administrative approval.

Under the Health Insurance Portability and Accountability Act of 1996, (" HIPAA") Shore is required to maintain the privacy of protected health information and provide notice of our legal duties and privacy practices with respect to such protected health information.

SEPARATION FROM SERVICE

When an employee in good standing leaves his/her position at Shore Educational Collaborative, under the COBRA law, s/he may continue group health insurance and/or dental insurance for up to 18 months, dependents up to 36 months, at full group premium costs to the former employee. Specific information can be obtained from Human Resources.

Unemployment Insurance Benefits

H-2

Employees who separate from service will receive information and instructions on how to file for unemployment benefits. Eligibility for benefits is determined solely and exclusively by the Division of Unemployment Assistance.