Employee Handbook
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Disclaimer

This policy manual contains the policies and procedures of the SEEM Collaborative. The SEEM Collaborative reserves the right to amend the policies and procedures set forth in this manual at any time. These policies do not constitute a contract or the provision of a contract. Only the annual contract provided and signed by the Executive Director is recognized. Policies are referenced in your contract in order to simplify the contract; referencing any policy in the contract does not make it a contractual provision or obligation. These policies may be changed at any time if deemed in the best interest of the Collaborative.

SEEM Collaborative is committed to maintaining a work and learning environment free from discrimination on the basis of race, color, religion, national origin, pregnancy, gender identity, sexual orientation, marital/civil union status, ancestry, place of birth, age, citizenship status, political affiliation, genetic information or disability, as defined and required by state and federal laws. Additionally, we prohibit retaliation against individuals who oppose such discrimination and harassment or who participate in an equal opportunity investigation.
Mission Statement

The mission of the SEEM Collaborative is to provide low incidence populations with high quality, cost-efficient educational programs and services, in the least restrictive environment, that compliment and strengthen the school programs of the member districts.

Vision Statement

SEEM’s programs and services enable member districts to extend their capacity to educate students in the least restrictive environment.

SEEM’s programs and services provide access to the Massachusetts Curriculum Frameworks, and support students to learn the skills that allow them to be productive and successful adults.

All students enrolled recognize their strengths and experience success.

All students enrolled are educated with typically developing peers in the least restrictive environment.

Integrated, specialized services are provided to low incidence populations.

Members districts, parents, students and other stakeholders involved in students’ lives support respect, value and appreciate the consistent high quality of our programs and services.

Beliefs

We believe in the ability of all children to learn. The importance of strong mutual supportive relationships among all members of the SEEM community, including students, parents, staff and district personnel, respecting individual differences and the value of collaboration and trust; the development of the skills necessary for success in the least restrictive environment while ensuring access to the full range of the Massachusetts Curriculum Frameworks; the value of high quality, cost effective programming for the students which provides the best opportunity for them to achieve equality of opportunity, full participation, independent living, and economic self-sufficiency.
SEEM Administrative Staff

Catherine Lawson  Executive Director
Gregory Zammuto  Director of Finance and Operations
Linda DiCecca  Human Resource Manager
Mary Walsh  Business Office/Senior Accountant
Maria Accardi  Payroll Associate
Sheilagh Senior  Executive Administrative Assistant

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Overview

The SEEM Collaborative was established in 1968 and operates under Chapter 40, Section 4E of the General laws of the Commonwealth of Massachusetts. The SEEM Collaborative is governed by a Board of Directors, consisting of the superintendents of schools of the member towns. The member towns are Lynnfield, Melrose, North Reading, Reading, Saugus, Stoneham, Wakefield, Wilmington, Winchester and Woburn. SEEM Collaborative is financially self-supporting through payments by school districts for tuition-based programs, fee for service training programs, and student assessment. Support services such as occupational therapy, physical therapy, speech and language, and psychology are provided to the students who require these services. Itinerant teachers work with the visually impaired and the hearing impaired.

Center for Training and Development

The Center for Training and Development provides comprehensive training throughout the year and is designed to support the professional development needs of area school districts and their staff.

In-Service Training

SEEM Collaborative provides regularly scheduled in-service training as mandated by the Massachusetts Department of Elementary and Secondary Education. All direct service staff are required to attend.

SEEM Resource Center

The SEEM Collaborative Resource Center contains a collection of books, videos, periodicals, DVDs, evaluation and curriculum kits and resource files. The SEEM Collaborative resource center is available to all staff and welcomes anyone who is interested in utilizing these materials.

Ripley School

The Ripley School in Melrose serves students in grades 1-5 with severe emotional/behavioral issues that impact learning and day to day functioning. The use of positive reinforcement, success oriented activities and utilization of stress management activities provide students a positive framework to focus on personal goals.

Middle School

The Middle School program at the Old Central School in Stoneham services students in grades 5-8 with severe emotional/behavioral issues that impact learning and day to day functioning. The use of positive reinforcement, success oriented activities and utilization of stress management activities provide students a positive framework to focus on personal goals.

Campus Academy Program

The Campus Academy at the Old Central School in Stoneham services students grades 8-12 with severe social/emotional/behavioral issues that impact learning and day to day functioning. The students focus on the completion of high school course work to receive a diploma. This program provides an alternative for students who experience difficulty with accommodations in the general education classroom.
SEEM Therapeutic Learning Center

The Therapeutic Learning Centers, housed at the BEEBE School in Melrose, services students grades Pre-K-8 with moderate to severe social/language deficits, developmental delays and/or behavioral issues that impact learning and day to day functioning. The program utilizes an integrated therapeutic model within a highly structured, safe, nurturing environment to facilitate the growth of social, language, life and functional academic skills.

SEEM Prep

The SEEM Prep program at the Yeuell School in Wakefield, serves students grades 8-12 as well as students ages 18-22 with moderate to severe cognitive, language, social emotional and behavioral issues that impact learning and day to day functioning. The program provides a combination of functional academics, social skill development, and vocational/community experiences. A comprehensive community life skills and vocational program prepare students to live as independently as possible as they move into adulthood.

Program for the Deaf and Hard of Hearing

The Program for the Deaf and Hard of Hearing at the Hood School in North Reading services students ages 3-5 years old with hearing impairments. The program follows a total communication philosophy with teachers and students alike using Signing Exact English (SEEII) paired with oral language to communicate. The classrooms itself is centered upon a language-based curriculum with strong emphasis on speech and auditory skills. This pre-school program is a five day per week full day program.

Staff Designations

The terms and conditions for employment of SEEM employees fall into four categories and may be on a full or part time basis. Full time is defined as working 1040 hours in a contract year.

Professional and Paraprofessionals- Professionals and Paraprofessionals include all Teachers, Teacher Assistants, Instructional Aides, Job Coaches, Therapists, clinicians, Psychologists, Social Workers, and Counselors. These individuals work 10 month contracts

Program Principals, Secretaries, Nurses- Program Principals work 190 days, Secretaries work 220 days and Nurses work 210 or 215 depending on the job site. The work year for Secretaries and Nurses consists of the extended year program and any day school is open.

Administrative and Support Staff- Administrative staff includes the Executive Director, Program Principals, Administrative Office staff, and Administrative support staff. These individuals work on a twelve month contract that runs from July 1st to June 30th.

Per-diem Employees- Per-diem Employees are paid for the actual hours worked (i.e. Extended Year), substitute professionals and hourly workers.
Employee Benefits

**Sick Leave** - Sick Leave for the employee on a 12-month contract is accrued at a rate of one day per month worked, and is cumulative from year to year up to a maximum of eighty days. Sick leave does not accumulate during extended unpaid leave of absence, sick leave or worker’s compensation of two weeks or longer. There is no buyback of sick time at either termination or retirement. A physician’s note confirming a personal illness will be required in cases of absences in excess of three days.

School year staff members who work a ten-month schedule are entitled to ten sick days. Sick time is accrued one day for each month worked and is cumulative from year to year up to a maximum of sixty-five days. Nurses and Secretaries are entitled to 11 days per year to a maximum of sixty-five days per year. Any staff member who works less than 1040 hours per school year is not entitled to sick time.

**Personal and Professional Time** – Employees who work 1040 hours per school year are allowed two paid personal days per year. These days are to be used for business that cannot be conducted outside normal work hours. Personal days may not be used to extend a long weekend or school vacation. Personal days that are not used in the school year will be rolled over into accrued sick time. All personal time must be scheduled in advance and be approved by the Executive Director (SEE Appendix for “Time of Request form”)

**Bereavement Leave**
A maximum of five days with pay may be used as bereavement for immediate family (Mother, Father, Husband, Wife, Child, Sibling, or In-Law) and members of the household. This time is not deducted from sick leave and is not cumulative. Of these five days, up to three days may be used for a Grandparent and one may be used for a person not listed above.

**Family Medical Leave** - SEEM Collaborative will comply with the Family and Medical Leave Act implementing regulations as mandated by the law. SEEM Collaborative posts the mandatory FMLA Notice and upon hire provides all new employees with notices required by the U.S. Department of Labor (DOL) on Employee Rights and Responsibilities under the Family and Medical Act of Massachusetts.

The function of this policy is to provide employees with a general description of their FMLA rights. In the event of any conflict between this policy and the applicable law, employees will be afforded all rights required by law.

Under this policy, SEEM Collaborative will grant up to 12 weeks (or 26 weeks of military caregiver Leave to care for a covered service member with a serious injury or illness) during a 12-month period to eligible employees. The leave may be paid, unpaid or a combination of paid and unpaid leave, depending on the circumstances of the leave and as specified in this policy.

To qualify to take family or medical leave under this policy, the employee must meet all of the following conditions.

- The employee must have worked for SEEM for 12 months or 52 weeks prior to the leave of absence. The 12 months or 52 weeks need not be consecutive. Separate periods of employment will be counted, provided that the break in service does not exceed seven years. Separate periods of employment will be counted if the break in service exceeds seven years due to National Guard or Reserve military service obligations or when there is a written agreement, stating the employer’s intention to rehire the employee after the service break. For
eligibility purposes, an employee will be considered to have been employed for an entire week even if the employee was on the payroll for only part of a week or if the employee is on leave during the week.

- The employee must have worked at least 1250 hours during the 12-month period immediately before the date when the leave is requested to commence. The principles established under the Fair Labor Standards Act (FLSA) determine the number of hours worked by an employee. The FLSA does not include time spent on paid or unpaid leave as hours worked. Consequently, these hours of leave should not be counted in determining the 1250 hours eligibility test for an employee under FMLA.

- The employee must work in a worksite where 50 or more employees are employed by a company within 75 miles of that office or worksite. The distance is to be calculated by using available transportation by the most direct route.

Type of Leave Covered- To qualify as FMLA leave under this policy, the employee must be taking leave for one of the reasons listed below.

- The birth of a child or in order to care for a child.
- The placement of a child for adoption or foster care and to care for a newly placed child.
- To care for a spouse, child or parent with a serious health condition (described below)
- The serious health condition (described below) of the employee.

An employee may take leave because of a serious health condition that makes the employee unable to perform the functions of the employee’s position.

A serious health condition is defined as a condition that requires inpatient care at a hospital, hospice or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care or condition that requires continuing care by a licensed health care provider.

This policy covers illnesses of a serious and long-term nature, resulting in recurring or lengthy absences. Generally, a chronic or long-term health condition that would result in a period of three consecutive days of incapacity with the first visit to the health care provider within 7 days of the onset of the incapacity and the second visit within 30 days of the incapacity would be considered a serious health condition. For chronic conditions requiring periodic health care visits for treatments, such visits must take place at least twice a year.

Employees with questions about this FMLA policy or the SEEM sick leave policy should consult with the Human Resource Manager.

If an employee takes paid sick leave for a condition that progresses into a serious health condition and the employee requests unpaid leave as provided under this policy, SEEM may designate all or some portion of the related leave taken as leave under this policy, to the extent that the earlier leave meets the necessary qualifications.

Qualifying Exigency- Leave for families of members of the National Guard or Reserves when the covered military member is on active duty or called to active duty in support of a contingency operation.

An employee whose spouse, son, daughter or parent is either has been notified of an impending call or order to active military duty or who is already on active duty may take up to 12 weeks of leave for reasons related to or affected by the family member’s call-up of service. The qualifying exigency must be one of the following.

- Short-notice deployment, military events and activities, child care and school activities, financial and legal arrangements, counseling, rest and recuperation, & 0 post-deployment activities and additional activities that arise out of active duty, provided that the employee agree, including agreement on timing and duration of the leave.
The leave may commence as soon as the individual receives the call-up notice. (Son or daughter for this type of FMLA leave is defined the same as for a child for other types of FMLA leave except that the person does not have to be a minor.). This type of leave would be counted toward the employees 12 week maximum of FMLA leave in a 12-month period.

Military caregiver leave (also known as covered service member with a serious illness or injury incurred in the line of duty on active duty. Next of kin is defined as the closest blood relative of the injured or recovering service member.

Amount of Leave- An eligible employee can take up to 12 weeks for FMLA for the reasons previously stated in this policy during any 12-month period. SEEM will measure the 12 month period as a rolling 12 period measured backward from the date an employee uses any leave under this policy. Each time an employee takes leave, SEEM will compute the amount of leave, and the balance remaining is the amount the employee is entitled to take at that time.

An eligible employee can take up to 26 weeks for FMLA for military caregiver leave during a single 12 month period. For this military caregiver leave, SEEM will measure the 12 month period measured forward. FMLA leave already taken for other FMLA circumstances will be deducted from the total of 26 weeks available.

If a husband and wife both work for SEEM and each wishes to take leave for the birth of a child, adoption or placement of a child in foster care, or care for a parent (not parent in-law”) with a serious health condition, the husband and wife may only take a combined total of 12 weeks leave.

If a husband and wife both work for SEEM and each wishes to take a leave to care for a covered injured or ill service member, the husband and wife may only take a combined total of 26 weeks leave.

Employee Status and Benefits During Leave- While an employee is on leave, SEEM will continue the employee’s health benefits during the leave period at the same level of benefits as if the employee continued to work.

If the employee chooses not to return to work for reasons other than a continued serious health condition of the employee or the employee’s family member or a circumstance beyond the employee’s control, SEEM will require the employee to reimburse SEEM the amount it paid for the employee’s health insurance premium during the leave period.

Under current SEEM policy, the employee pays a portion of the health care premium. While on paid leave, the employer will continue to make the payroll deductions to collect the employee’s share of the premium. While on unpaid leave, the employee must continue to make this payment. The payment must be received in the Business Office by the 1st day of each month. If the payment is more than 30 days late, the employee’s healthcare coverage may be dropped for the duration of the leave. The employer will provide 15 days notification prior to the employee’s loss of coverage.

If the employee contributes to a life insurance or disability plan, the employer will continue making payroll deduction while the employee is on paid leave. While the employee is on unpaid leave, the employee, may request continuation of such benefits and pay his or her portion of the premium payments. If the employee does not continue these payments, SEEM may discontinue coverage during the leave. If SEEM maintains the coverage, SEEM may recover the costs incurred for paying the employee’s share of any premiums, whether or not the employee returns to work.

Employee Status After Leave- An employee who takes leave under this policy may be asked to provide fitness for duty (FFD) clearance from the healthcare provider. This requirement will be included in the employer’s response to the FMLA request. Generally, an employee who takes FMLA leave will be able to return to the same position or a position with equivalent status, pay, benefits and other employment terms. The position will be the same or one which is virtually identical in terms of pay, benefits and working conditions. SEEM may choose to exempt certain key employees from this requirement and not return them to the same or similar position.

Use of Paid and Unpaid Leave- An employee who is taking FMLA leave because of the employee’s own serious health condition or the serious health condition of a family member must use all paid vacation, personal, or sick
leave prior to being eligible for unpaid leave. Sick leave may be run concurrently with FMLA leave if the reason for the FMLA leave is covered by the established sick leave policy.

Disability leave for the birth of a child and for an employee’s serious health condition, including worker’s compensation leave (to the extent that it qualifies), will be designated as FMLA leave and will run concurrently with FMLA. For example, if SEEM provides six weeks of pregnancy disability leave, the six weeks will be designated as FMLA leave and counted toward the employee’s 12 week entitlement. The employee may then be required to substitute accrued (or earned) paid leave as appropriate before being eligible for unpaid leave for what remains of the 12 week entitlement. An employee who is taking leave for the adoption or foster care of a child must use all accrued paid vacation, sick or personal time prior to being eligible for unpaid leave.

Intermittent leave or a Reduced Work Schedule- The employee may take FMLA leave in 12 consecutive weeks, may use the leave intermittently (take a day periodically when needed over the year) or, under certain circumstances, may use the leave to reduce the workweek or workday, resulting in a reduced hour schedule. In all cases the leave may not exceed a total of 12 work weeks (26 workweeks to care for an injured or ill service member over a 12 month period).

SEEM may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule, in instances of when leave for the employee or employee’s family member is foreseeable and for planned medical treatment, including recovery from a serious health condition or to care for a child after birth, or placement for adoption or foster care.

For the birth, adoption or foster care of a child, SEEM and the employee must mutually agree to the schedule before the employee may take the leave intermittently or work a reduce hour schedule. Leave for birth, adoptions or foster care of a child must be taken within one year of the birth or placement of the child.

If the employee is taking leave for a serious health condition or because of the serious health condition of a family member, the employee should try to reach agreement with SEEM before taking intermittent leave or working a reduced hour schedule. If this is not possible, then the employee must prove that the use of the leave is medically necessary.

Certification of the Employee's Serious Health Condition-SEEM will require certification for the employee’s serious health condition. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in the denial of continuation of leave. Medical certification will be provide using the DOL Certification of Health Care Provider for Employee’s Serious Health Condition.

SEEM has the right to ask for a second opinion if it has reason to doubt the certification. SEEM will pay for the employee to get a certification from a second doctor, who SEEM will select. SEEM may deny FMLA leave to an employee who refuses to release relevant medical records to the health care provider designated to provide a second or third opinion. If necessary to resolve a conflict between the original certification and the second opinion, SEEM will require the opinion of a third doctor. SEEM and the employee will mutually select the third doctor, and SEEM will pay for the opinion. This third opinion will be considered final. The employee will be provisionally entitled to leave and benefits under the FMLA pending the second and/or third opinion.

Certification of Family Member's Serious Condition-SEEM will require certification for the family member’s serious health condition. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. Medical certification will be provided using the DOL Certification of Health Care Provider for Family Member’s Serious Health Condition.

SEEM may direction contact the employee’s family member’s health care provider for verification or clarification purposes using a health care professional, an HR professional, leave administrator or management official. SEEM will not use the employee’s direct supervisor for this contract. Before SEEM makes this direct contact with the health care provider the employee will be given an opportunity to resolve any deficiencies in the medical certification. In compliance with HIPPA Medical Privacy Rules, SEEM will obtain the employee’s family member’s permission for clarification of individually identifiable health information.
SEEM has a right to ask for a second opinion if it has reason to double the certification. SEEM will pay for the employee’s family member to get a certification from a second doctor, who SEEM will select. SEEM may deny FMLA leave to an employee whose family member refuses to release relevant medical records to the health care provider designated to provide a second or third opinion. If necessary to resolve a conflict between the original certification and the second opinion, SEEM will require the opinion of a third doctor. SEEM and the employee will mutually select the third doctor, and SEEM will pay for the opinion. This third opinion will be considered final. The employee will be provisionally entitled to leave and benefits under the FMLA pending the second and/or third opinion.

Certification of Qualifying Exigency for Military Family Leave- SEEM will require certification of the qualifying exigency for military family leave. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. This certification will be provided using the DOL Certification of Qualifying Exigency for Military Family Leave.

Certification for Serious Injury or Illness of Covered Service Member for Military Family Leave
SEEM will require certification for the serious injury or illness of the covered service member. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. This certification will be provided using the DOL Certification for Serious Injury or Illness of Covered Service Member.

Recertification- SEEM may request recertification for the serious health condition of the employee or the employee’s family member no more frequently than every 30 days and only when circumstances have changed significantly, or if SEEM receives information casting doubt on the reason given for the absence, or if the employee seeks and extension of his or her leave. Otherwise, SEEM may request recertification for the serious health condition of the employee or the employee’s family member every six months in connection with an FMLA absence. SEEM may provide the employee’s health care provider with the employee’s attendance records and ask whether need for leave is consistent with the employee’s serious health condition.

Procedure for Requesting FMLA Leave- All employees requesting FMLA leave must provide verbal or written notice of the need for the leave to the Human Resource Manager. Within five business days after the employee has provided this notice, The Human Resource Manager will complete and provide the employee with the DOL Notice of Eligibility and Rights.

When the need for leave is foreseeable, the employee must provide the employer with at least 30 days’ notice. When an employee becomes aware of a need for FMLA leave less than 30 days in advance, the employee must provide notice of the need for the leave either the same day or the next business day. When the need for FMLA leave is not foreseeable, the employee must comply with SEEM’s usual and customary notice and procedural requirements for requesting leave, absent unusual circumstances.

Designation of FMLA Leave- Within five business days after the employee has submitted the appropriate certification form, the Human Resource Manager will complete and provide the employee with a written response to the employees request for FMLA leave using the DOL Designation Notice.

Intent to Return to Work- On a basis that does not discriminate against the employees on FMLA leave, SEEM may require an employee on FMLA to report periodically on the employee’s status and intend to return to work.

Massachusetts maternity Leave Act- The Massachusetts Maternity Leave Act provides for an eight week unpaid leave to an employee giving birth, adopting a child under 18 years of age or adopting a person under the age of 23 who is mentally or physically disabled. Employees will qualify for a maternity leave of absence as long as they are a permanent, regularly scheduled employee and have completed a ninety day introductory period.

It is important to note that an employee may qualify for leave under the Massachusetts Maternity Leave if FMLA leave has been exhausted. The amount of leave in excess of the FMLA 12 week leave would be based on individual circumstances.
**Jury Duty and Other Legally Obligated Leave** - Leaves of absence for legally obligated court appearances, jury duty and military services shall be granted to the extent of the law.

**Leave under State Military Leave Laws** - A growing number of states provide leave for family members of service members. The entitlements for such leave differ from state to state. Our policy is to comply with such laws in any circumstances that apply to employees of SEEM Collaborative.

**Vacation** - Twelve month staff accrue vacation time as follows:

- 1-3 years: 2 weeks
- 4-7 years: 3 weeks
- 8 or more years: 4 weeks

In cases where provisions are made within the employee’s contract that are not consistent with the above schedule, the contract will take precedence. Vacation time must be used within the contracted time unless extended with written approval of the Executive Director. Earned vacation time remaining at termination will be paid at the current rate.

The employee’s immediate supervisor must approve all vacation time in advance. Teaching and classroom staff (ten months) and nurses and secretaries (11 month) do not accrue vacation. Vacation scheduled by any teacher, classroom or support staff that will take them employee out of the classroom or designated assignment at the school will not be granted without prior written approval of the Executive Director. Such time off will be unpaid if approved by the Executive Director.

**Holidays** - The following thirteen Holidays will be observed each year:

- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day Recess (Thursday and Friday)
- Christmas Day
- New Year's Day
- Martin Luther King Day
- Presidents' Day
- Good Friday
- Patriot's Day
- Memorial Day
- July 4th

**Workers Compensation** - Any employee who sustains a job related injury, regardless of the severity must notify his/her supervisor within 24 hours of the injury. The employee must fill out the appropriate “Employers First Report of Injury” form. Forms must be filled out and submitted to the Administrative Office within 48 hours of the incident. You may obtain the appropriate form from the building Secretary or Principal.

If medical care is required, the employee should proceed to Concentra Medical Center, 66B Concord Street, Wilmington, MA to seek medical assistance or other medical doctor and notify the medical doctor that the injury is work related (a Worker’s Compensation claim), and that the employer is SEEM Collaborative. The provider will either forward the bill to SEEM Collaborative or contact SEEM Collaborative for further information. Any bills should be forwarded to the SEEM Collaborative Administrative Office. Please note: Workers Compensation covers treatment by a medical doctor. Treatment provided by any other non-medical doctor will not be covered unless previously authorized.

If the employee is absent from work for five or more days, Worker’s Compensation will pick up the employees’ salary after the 5th day. Workers Compensation is paid at 60% of your average weekly wage for the previous 52 weeks. Day 1-5 can be taken as sick time. SEEM Collaborative will allow employees to augment worker’s compensation with accrued sick or vacation time.

**Health Insurance** - Permanent employees working 1040 hours or more annually are eligible for health insurance. The employee has the option of electing Tufts HMO Value or Tufts HMO Advantage. The plans are funded by the employer at 70% and at 30% by the employee. Employees may choose an individual or family plan. The employee portion of the premium is deducted from each pay check 24 times annually. Employees who are hire/rehired on or after March 1, 2013, will be covered on the first day of the month, after they have completed sixty (60) days of employment.
Example: An employee who is hired on May 1\textsuperscript{st} would become eligible on July 1\textsuperscript{st}. An employee who is hired on May 15\textsuperscript{th} would become eligible on August 1\textsuperscript{st}.

Open enrollment for the health plan is held in October of each year. The employee has the option at that time to enroll or make changes to the coverage. If an employee elects not to enroll in the health plan when hired, he/she will not have the opportunity to enroll again until open enrollment in October or a qualifying event occurs. A qualifying event occurs when the employee suffers a loss of coverage from a previous employer, birth or adoption of a child, marriage, or changed in working hours from part-time to full-time or vice-versa. Employees may contact the Human Resource Manager to enroll or to obtain further information.

Health insurance will continue to be funded at the employer rate of 70\% and the employee rate at 30\% as long as the employee is on payroll. Employees on Maternity leave, Worker’s Compensation or any other unpaid leave of more than two weeks may continue coverage by paying the premiums. Employees on Family Medical Leave will pay only the employee portion of the health insurance while on FMLA.

Upon termination of employment and employee may continue health insurance by paying 102\% of the premiums through COBRA if the employee qualifies. This is available if needed for up to 18 months and in some cases longer. For further information please contact the Human Resources department.

**Dental Insurance** - SEEM offers voluntary dental insurance. This plan is fully funded by the employee. If dental coverage is elected, employees who are hired/rehired on or after March 1, 2013, will be covered on the first day of the month, after they have completed sixty (60) days of full time employment. Premiums for dental insurance are deducted 24 times per year.

**Short Term/Long Term Disability Insurance** - SEEM offers voluntary Short term disability insurance and group long term disability insurance as well as group life insurance. Short Term disability is fully funded by the employee. Short term disability provides continuation of a percentage of salary for an extended period of time should the employee become disabled and expends his/her sick time. Employees have 30 days to enroll after their start date or they may enroll during annual enrollment in October. Employees who elect to enroll during annual enrollment will be subject to approval by the carrier after submitting a medical history. For further information regarding the annual enrollment process, please contact the Human Resource Manager.

Group long term disability is provided to all benefit eligible employees at no cost.

If elected, employees who are hired/rehired on or after March 1, 2013, will be covered on the first day of the month, after they have completed sixty (60) days of full time employment.

For more information regarding disability insurance, please contact the Human Resource Manager or refer to the Hartford Group Benefit Booklet.

**Health Benefits for Retirees** - The Board of Directors of SEEM Collaborative does hereby adopt the following policy relative to the offering, at the sole discretion of the Board of Directors, of health insurance to otherwise eligible retirees of SEEM Collaborative. (SEEM).

This policy shall only be considered effective to the extent that that Board of Directors retains full and complete discretion and control to offer, to cease offering and/or alter the offering of any and all health benefits to otherwise eligible retirees of the SEEM Collaborative. This policy does not create a contractual obligation or an entitlement for any individual.

For the purpose of this policy, retirees shall be defined as individuals who both are eligible for and in fact receive a retirement allowance in accordance with G/L. C 32 and who retire from service with SEEM Collaborative. Individuals must be permanent employees working at least 1040 hours annually for each of the ten consecutive years immediately prior to retiring. Further, retirees must have participated in a SEEM offered health plan for a minimum of one year immediately prior to retirement in order to be eligible to participate in the SEEM offered health plan as a retiree.
Retirees who are eligible to participate in accordance with Paragraph #2 of this policy shall be entitled to enroll and participate in one of the health plans offered by SEEM up to the date the individual becomes eligible for Medicare. Upon reaching the age of Medicare eligibility, the retiree must enroll in Medicare and will be eligible to enroll in a Medicare Supplement Plan offered by SEEM Collaborative. In addition to offering a Medicare Supplement Plan, SEEM shall endeavor to offer a health plan(s) for those retirees who are eligible under Paragraph #2 of this policy but not Medicare-eligible. Interested retirees must submit evidence to SEEM that establishes that they are not Medicare-eligible.

In order to be considered eligible to participate in a plan offered by SEEM Collaborative, Medicare eligible retirees must enroll in Medicare parts A & B during the Medicare enrollment period which is closest in time to the Retiree’s sixty-fifth birthday. If an employee remains actively at work for SEEM past age sixty-five, then such an employee must enroll in Medicare Parts A & B as soon as legally permissible. Only those retirees who enroll in Medicare in accordance with this policy may be entitled to receive any benefit from SEEM Collaborative. Retirees who are not enrolled in Medicare part A & B with the timeliness specified in this policy shall not be eligible to receive any benefit from SEEM Collaborative.

SEEM Collaborative shall contribute an amount equal to seventy percent (70%) of the monthly contribution rate for eligible retirees who enroll in the plan offered by SEEM, whether or not the plan is a group plan or a Medicare Supplement Plan. The retiree shall be responsible for the other thirty percent (30%) co-payment. If a retiree is eligible for participation under this policy, then the retiree’s spouse shall also be eligible to participate. This right to participation shall survive the death of the SEEM retiree, if the spouse was enrolled prior to the death of the retiree. The surviving spouse shall be entitled to the seventy percent (70%) SEEM contribution rate and shall be responsible for the other thirty percent (30) co-payment.

Retirees shall be responsible for making full payment of their share of the premium within thirty (30) days from the premium due date (1st of the month) to SEEM. Should any enrolled retiree fail to make such premium payment, he/she shall be considered dropped from the plan. An enrolled retiree shall be notified, in writing, sent by certified mail to the address on record that their health coverage has been terminated for non-payment.

Nothing in this policy guarantees nor should be considered to guarantee health benefits to any retiree. Further, the Board of Directors, by and through the adoption of this policy, retains full discretion to alter contribution levels, to cease the offering of any and all health plans or benefits.

**Retirement Plans** - All full time employees who are not certified teachers or not on waiver are required to participate in the State Retirement. For complete information please refer to the Massachusetts State Board of Retirement brochure, or visit the website at [www.state.ma.us/treasury/srb.htm](http://www.state.ma.us/treasury/srb.htm).

All full time certified teachers or teach on waiver are enrolled in the Massachusetts Teacher’s Retirement. For more complete information you may contact the Boston Office or the MTRB @ 617-679-MTRS (6877) or visit the website at [http://www.mass.gov/mtrs/](http://www.mass.gov/mtrs/).

All part time, seasonal, or temporary employees must enroll in OBRA. Contributions are deducted from the employee’s paycheck each pay period until the employee is separated from service. Upon separation of service the employee may elect to defer the contribution to a later date or request a refund of the funds deducted. Additional information is provide at [https://mass-smart.gwrs.com/preLoginContentLink.do?accu=MassachusettsWR&amp;contentUrl=prelogin.participate.forms&amp;specificBundle=preLogin](https://mass-smart.gwrs.com/preLoginContentLink.do?accu=MassachusettsWR&contentUrl=prelogin.participate.forms&specificBundle=preLogin).

All employees are eligible to participate in the voluntary 403B plan. Our current plans are Mass Mutual, Waddell and Reed, Met Life, USAA and Valic. This allows for pre-tax deductions to an annuity or mutual fund to save for retirement. If you would like to enroll or receive further information, contact the Human Resource Manager.

All employees are eligible to participate in the Massachusetts deferred compensation SMART Plan. (Voluntary 457 SMART Plan).

**Credit union** - All employees are eligible to join Metropolitan Credit Union. There is a minimum of $10 per pay period for payroll deductions. Enrollment forms may be obtained through the Human Resource department.
**Tuition Reimbursement** - In an effort to support the professional growth of its employees, SEEM Collaborative offers a reimbursement fund for undergraduate and graduate level courses taken while the employee is employed at SEEM Collaborative, except for those employees at the M+30 level. To qualify, the employee must work 1040 hours per contract year, the course must be taken at an accredited institution and must be related to the employee’s position in the Collaborative or the employee’s current profession. The employee must submit a letter no later than the deadlines listed below prior to his/her anticipated start date for the course(s) asking for approval of the course and accompanied by the course description. The Program Director and Executive Director must approve all course reimbursement requests in advance of the start date of the course. (See Appendix A-3) The total reimbursement for all employees for a fiscal year is $20,000. The pool of money available shall be divided with 50% available for the fall semester (July 1-December 30) and 50% available for the spring semester (December 30-June 30) Employees are eligible to be reimbursed for 50% of the course (up to $500 per course), not to exceed $1000 per fiscal year. First priority is given to professional and support staff enrolled in courses specific to his/her current position and/or in the area of certification. Remaining requests for reimbursement for courses that are related to the profession will be selected on a lottery basis. Employees requesting reimbursement for more than one course in the same semester will be considered for their first request and remaining requests will be considered after all request have been reviewed.

The employee must submit a copy of the course grade, along with a copy of proof of payment within 60 days of completion of the course. Reimbursement will only be made when the course grade is B or better. Payment will be issued as follows for each semester.

<table>
<thead>
<tr>
<th>Semester</th>
<th>Request for Reimbursement Deadline</th>
<th>Completed Paperwork submitted *</th>
<th>Approval</th>
<th>Payment issued</th>
</tr>
</thead>
<tbody>
<tr>
<td>Summer</td>
<td>May 1&lt;sup&gt;st&lt;/sup&gt;</td>
<td>August 15&lt;sup&gt;th&lt;/sup&gt; to be eligible for previous years allotment</td>
<td>Notification of approved or denied sent out following request for reimbursement deadline.</td>
<td>End of August</td>
</tr>
<tr>
<td>Fall</td>
<td>8/1</td>
<td>After August 15&lt;sup&gt;th&lt;/sup&gt; through December 1&lt;sup&gt;st&lt;/sup&gt;</td>
<td></td>
<td>End of December</td>
</tr>
<tr>
<td>Winter/Spring</td>
<td>12/1</td>
<td>After December 1&lt;sup&gt;st&lt;/sup&gt; through June 1&lt;sup&gt;st&lt;/sup&gt;</td>
<td></td>
<td>End of June</td>
</tr>
</tbody>
</table>

*grades and proof of payment
General Policies

Attendance - SEEM Collaborative encourages a consistent learning environment for our students; therefore it is imperative that staff attendance is monitored, and absenteeism is controlled in a fair and consistent manner. When an employee finds the need to be absent due to illness or otherwise, it is expected that proper notification be given. The employee must contact the Program Principal in the building and buildings he/she will be reporting to the day of the absence for any time an absence occurs. Employees who are scheduled in several buildings or in satellite programs should contact all buildings that would be affected as well as the Administrative Office. Prompt notification of an absence enables our administrators to provide coverage for your area, therefore, advance or early notification is mandatory.

Sick time is accumulated at a rate of one day per month and is applied to your accumulated sick time on the first pay period of the month, up to a total of 65 days for 10 month employees, 65 days for 11 month employees, and 80 days for 12 month employees. Employees who exhaust all accumulated sick leave will not be paid for any additional absences other than those earned.

Illnesses more than three days must be verified with a physician’s note. Illnesses of 4 or more days may be designated as Family Medical Leave. If the absence qualifies, the time absent will be deducted from the employees FMLA leave for the 12 month period.

Dress Code - All employees at the SEEM Collaborative are expected to wear professional attire suitable for a school environment and the day's activities. Jeans, while not considered professional attire, at times may be appropriate depending on the activity planned.

School Closings - SEEM Collaborative reports closings and/or delays to WHDH Channel 7 and WRKO 680 AM radio. Tune into these channels or Boston.com to get up to date information. If you are a school year employee and the town/city you work in is closed, you will not have to report to work. If the town/city you work in is open, SEEM Collaborative will also be open and you will have to report to work. Central office staff will be notified by the Executive Director or his/her designee as to whether the Administrative Office is open or officially closed for the duration. If the office is open and you are unable to get to work safely, you must notify Human Resources and use a personal or vacation day.

Expense Reimbursement - All classroom expenditures over $20.00 must be submitted on a purchase order. Please contact the business office to submit a purchase order request. Employees who use personal funds to purchase minor items for the classroom must obtain prior approval for the purchase from the Program Principal. All requests for reimbursement must be accompanied by receipts and an Expense Reimbursement form. Expense Reimbursement forms may be obtained and submitted through the Business Office at the Administrative Office.

Employee Records - The following documents are maintained for all employees.

- Employee contracts
- Employment Data Sheet
- State and Federal Tax Withhold forms
- 1-9 Employment Verification Form
- Retirement Enrollment form
- Benefit Information
- Cori Request forms and reports
- Professional Development
- Attendance Records
- Hird forms
- Section 125 plan documents
- Workers Compensation
- Correspondence
- Certifications
- Performance Appraisals

Cori requests will be reissued every three years as mandated by the Department of Elementary and Secondary Education.

Correspondence involving discipline or praise will be copied to the employee indicating that it has been place in the personnel file.
An employee may schedule time to view their personnel file with the Human Resource Manager. A copy of the personnel file may be obtained upon written request to the Human Resource Manager, and will be available within five business days of receipt of the request. The Executive Director will be happy to answer questions regarding anything in the file. Please call for an appointment should any concern arise.

**Employee Code of Conduct:** SEEM Collaborative considers professionalism to be of utmost importance. We expect our employees’ conduct to be professional and ethical at all times. Behaviors and philosophies that encourage, protect, and enrich the culture at SEEM Collaborative is vital. The following behaviors are expected of all employees.

- An employee of SEEM Collaborative will behave in a professional manner at all times while on School premises or at a function at which the employee is a representative of SEEM Collaborative.
- An employee of SEEM Collaborative will obey all policies and procedures, manuals and handbooks as outlined.
- An employee of SEEM Collaborative will conduct day-to-day activities in a safe, responsible manner, and avoid situations that may endanger the safety of others.
- An employee of SEEM Collaborative will maintain the security of confidential information. Unauthorized disclosure of confidential information is forbidden.
- An employee of SEEM Collaborative will not smoke or use tobacco products, us drugs, or alcohol on any SEEM property, field trip or function.
- An employee of SEEM Collaborative will provide true and accurate information on all school records, reports or payroll.
- An employee of Seem Collaborative will regularly report to work on time, and five notification of any absences in a prompt and responsible manner in accordance with SEEM policies and procedures.
- An employee of SEEM Collaborative will strive to complete assignments accurately and in a timely manner.
- An employee of SEEM Collaborative will strive to cooperate in all SEEM efforts and will support the team approach that is fundamental to SEEM’s work.

**Gifts to the Classroom** - Gifts to the classroom are the property of SEEM Collaborative and not the Teacher/staff member. Any gifts shall remain in the classroom should the teacher/staff member terminate employment with SEEM Collaborative.

**Payroll** - Direct Deposit is optional and highly recommended. Twenty-six pay periods will be made each year and will be distributed every two weeks on Friday at each school. This schedule is subject to change based on the calendar and holidays. Paychecks and direct deposit confirmations will only be mailed on an as needed basis as determined by Central Administration. Please see appendix A-4 for the current payroll schedule.

**Sexual Harassment** - SEEM Collaborative expects everyone associated with the Collaborative, including but not limited to the Board of Directors, the administration, staff and students to conduct themselves at all times in a manner that provides an atmosphere free from sexual harassment. Sexual harassment is illegal and violates both state and federal law. Any person who engages in sexual harassment while a member of the SEEM Community violates this policy. Individuals who violate this policy are subject to discipline ranging from a written warning up to and including discharge or other appropriate sanction.

Defining Sexual Harassment - Massachusetts law defines “sexual harassment” as any sexual advances, requests for sexual favors and other verbal or physical conduct of a physical nature when submission to or rejection of such advances, request or conduct have the purpose or effect of unreasonable interfering with an individual’s work by creating an intimidating, hostile, humiliating or sexually offensive work environment. Mass. Gen. Laws Ch151B, 1 para. 18.

While it is not possible to list all activities, determining what constitutes sexual harassment depends upon specific facts and context in which the conduct occurs. The following are examples, which if unwelcome, constitute sexual harassment.

- Unwelcome sexual advances physical or other.
• Request for sexual favors.
• Submitting to conduct that implies it is a term of employment or educational development.
• Conduct that represents the purpose or effect of unreasonably interfering with an individual’s work or educational performance, or conduct that creates an intimidating, hostile, or offensive working or educational environment.
• Sexual jokes, written or oral comments in reference to conduct, gossip about one’s sex life, comments about an individual’s body, activities, deficiencies or prowess.
• Displaying sexually suggestive objects, pictures, or cartoons.
• Unwelcome leering, whistling, brushing against the body, sexual gestures, suggestive or insulting comments.
• Inquiries into one’s sexual experiences, and discussion of ones’ sexual activities.

Complaint of Sexual Harassment- Reports of sexual harassment are taken seriously and will be dealt with promptly. If any SEEM Collaborative employee or student believes that he or she has been subjected to sexual harassment, the employee/student has the right to file a grievance. The employee should file a written statement of the grievance within thirty (30) days of the alleged harassment. The grievance should be filed with his/her Principal, or in the event that the Principal is the alleged harasser with the Executive Director.

Investigation of the Complaint- Once the grievance is received the Executive Director will investigate. The investigation may consist of, but not be limited to, the following actions:

• Interview(s) with the grievant
• Interview(s) with the alleged harasser
• Interview(s) with other employees or witnesses
• Interview(s) with other individuals at the discretion of the administrator conducting the investigation.

Promptly upon receipt of the grievance, the Executive Director shall inform the alleged harasser and the grievant of his/her decision and whether he/she finds the allegations to be credible. If the Executive Director determines the allegations are not credible the matter will be closed. The administrator will keep the document, notes and other materials from the investigations on file as proof that an appropriate investigation was conducted.

If the Executive Director determines that the allegations or any part of the allegations are credible, he/she shall take appropriate actions against the harasser.

Penalties in Case of Sexual Harassment- If it is determined that inappropriate conduct has been committed by an employee of SEEM Collaborative, the Executive Director will take such action as is appropriate under the circumstances. This action can range from a verbal warning to recommendation of termination of employment to the Board of Directors. Any retaliatory action of any kind taken by the employee of SEEM Collaborative against any other employee or student as a result of that person’s seeking redress under these procedures, cooperating in an investigation, or otherwise participating in any proceeding under these procedures is prohibited.

Important Notice to Employees- All employees are advised that conduct which constitutes sexual harassment as determined by the Collaborative is conduct that is outside the scope of each employee’s employment. It is conduct that is not condoned by the Collaborative. Therefore, if any employee sexually harasses any individual, whether a parent, member of the public, a fellow employee, a student during his/her working time, the employee is acting on his/her own, and SEEM Collaborative will neither be responsible nor liable for such conduct by the employee.
**State and Federal Remedies** - Grievants are not limited to the formal procedure outlined above, and they may seek relief from the following agencies:

Equal Employment Opportunity Commission  
John F Kennedy Federal Building  
475 Government Center  
Boston, MA 02203  
Phone: 1-800-669-4000  
FAX: 617-565-3196  TTY: 1-800-669-6820

MA Commission Against Discrimination  
Boston Office  
One Ashburton Place, Room 601  
Boston, MA 02108  
Phone: 617-994-6000  
TTY: 617-994-6196
**Resolution and Appeals Procedure** - SEEM Collaborative has created policies and procedures to assist the administration in the operation of the Collaborative with the intent of creating an environment in which employees are treated fairly and equitably.

We recognize that there may be times when a conflict arises regarding the application of the policies. The Resolution and Appeals procedure has been established to assure the policies and procedures are instituted effectively and that all employees are treated equitably using the guidelines set in those policies.

The Resolution and Appeals Procedures is not a process by which policies are changed. The Resolution and Appeals procedure is a process by which an employee may present a concern regarding an alleged violation of one or more policies, without fear of retribution or harassment. The employee may expect from his/her administrator respect, a willingness to listen to the employee’s concerns, and a response to those concerns within a reasonable amount of time.

The following steps have been established in an attempt to resolve issues quickly. For cases involving sexual harassment, please refer to the specific policy.

1. The employee shall present his/her concern to the program administrator within 5 working days of the incidents. Every effort should be made to resolve the issue informally. The Program administrator will attempt to resolve the issue and respond to the employee in writing within three (3) working days. If the issue is not resolved the employee may proceed to Step 2.

2. The employee may appeal the decision in writing at Step 2 to the Human Resource Manager within three (3) working days after meeting with the Program Administrator. The Human Resource Manager will attempt to resolve the issue with the employee and respond in writing within three (3) working days. If the issue is not resolved at Step 2 the employee may appeal the decision to Step 3.

3. The Employee may request to meet with the Executive Director to discuss the issue. The Executive Director will respond in writing with 3 working days. The decision of the Executive Director is considered final.

**Non-Discrimination Policy** - SEEM Collaborative operates under a non-discrimination policy. The Board of Directors require equal employment practices for everyone. Based on this belief the SEEM Board of Directors require that sexual, ethnic, racial, gender identity or other harassment of any kind by any employee of SEEM Collaborative will not be tolerated.

**Substance Abuse Policy** - SEEM Collaborative has a zero-tolerance policy regarding substance use in the workplace.
**Discipline Procedure**: SEEM Collaborative considers professionalism to be of utmost importance. Therefore, we expect our employees’ conduct to be professional and ethical at all times. Behaviors and philosophies that encourage, protect and enrich the culture at SEEM Collaborative is vital.

There are certain instances in which the conduct of an employee would be unacceptable. These offenses may require immediate termination. When a breach of conduct occurs, discipline may be necessary. The following list of violations represent the types of offenses that would result in termination of employment. The list service as a guideline to administration, the violations include but are not limited to:

1. Behavior that threatens the health or safety of a student, parent and/or staff member/representative of SEEM Collaborative.
2. Insubordination
3. Theft or misuse of property belonging to SEEM Collaborative, staff member, student, or parent.
4. Excessive absence or tardiness.
5. Failure to report and absence
6. Poor work performance
7. Use of or reporting to work under the influence of alcohol, drugs or tobacco.
8. Destruction of property
9. Fighting/physical abuse of a student/staff member.
10. Unlawful acts
11. Failure to attend scheduled in-service training or meeting.
12. Failure to maintain the security of confidential information. Unauthorized disclosure of confidential information is forbidden.
13. Possession of a weapon on campus.
14. False information or intentional omission of required information on an application, resume, or interview.

It is the goal of SEEM Collaborative to promote a school environment and workplace that is free from abuse, which causes harm or substantial risk of harm to students’ health or welfare. This abuse includes, but is not limited to, sexual abuse, neglect and malnutrition.

Because SEEM Collaborative takes allegations of abuse seriously, we will respond promptly to any report of abuse filed against a SEEM Collaborative employee under Massachusetts General Laws ch119, section 51A.

While this policy sets forth our goals of promoting an environment that is free from abuse, the policy is not designed or intended to limit SEEM Collaborative’s authority to discipline its employee or take remedial action for conduct which we deem unacceptable, regardless of whether a complaint has been filed against the employee under Massachusetts General Laws ch. 119, sec 51A.

**Progression of Discipline**: There may be times when the violation requires immediate suspension or termination without prior notification. SEEM Collaborative follows the guidelines under M.G.L. Chapter 268a, section 25. At the discretion of the Executive Director, if the occurrence of any of the above instances or, any other instance jeopardizes the health and well-being of staff and/or students or, the operation of any SEEM program, the employee can be immediately terminated. The employee may use the resolution and appeals process outlined in this handbook if they feel the discipline is unfounded. All documentation will be kept at the Administrative Office in the employee’s personnel file. A copy of the documentation that is to be included in the employee’s file will be forwarded to the employee.

The following progression of discipline will apply.

**Verbal Warning**: The employee’s supervisor will notify the employee of the breach in policy and inform the employee that should the behavior continue, further disciplinary steps will be taken.

**First Written Warning**: The employee’s supervisor will notify the employee of a second offense and inform the employee that should the behavior or any other behavior that breaches policy continue, further disciplinary action...
will be taken. The supervisor will develop an action plan to encourage improvement of the negative employee practices.

**Second Written Warning** - The supervisor will notify the employee of the third offense and inform the employee that should the behavior continue, further disciplinary action (Suspension without pay) will be necessary.

**Suspension** - The supervisor will notify the employee of a fourth offense and inform the employee that he/she is suspended for one or more days without pay. The supervisor will also inform the employee that should the behavior continue, a recommendation will be made to terminate employment.

**Please note** - Suspension will be without pay and salary increases are frozen for any employee who is on suspension or performance probation. Salary will be reviewed when the employee’s performance probation period has ended. Performance probation periods will be clearly defined as part of an improvement plan. Employee will not normally be eligible to apply for any position while on suspension and/or performance probation.

**Evaluation Procedure** - SEEM Collaborative is committed to assisting all staff with career growth and improving job efficiency. The evaluation process is a positive process that enables the supervisor and the employee to work together to develop goals and objectives that improve work performance and further career goals.

Supervisors evaluate staff through periodic observation and with input from designated individuals or groups during the year. The supervisor and employee then work collaboratively to develop strategies that will enhance performance. Beginning with 2013-2014 school year, SEEM Collaborative will begin implementing the Educator Evaluation System, designed for teachers and specialist.

Each employee receives a formal, written evaluation on or before May 1st detailing the employee’s performance for the year. The performance evaluation includes a summary of the employees overall performance including areas in which the employee excels and areas that need improvement. When improvement is needed the supervisor will offer guidance and a specific plan of action.
Philosophy- SEEM Collaborative believes that computers and the internet are educationally rich tools that when used appropriately and safely enhance student learning tremendously. There is a wealth of information provided by the internet that can be used for great educational purposes; however, the limitless amount of information available on the Internet creates the potential for posting or retrieval, intentionally or unintentionally, of inappropriate or harmful material. These Acceptable Use Guidelines serve as a written agreement between the SEEM Collaborative and its students and staff in an effort to assist all users in using the computer network safely and responsibly. This agreement outlines the appropriate uses for technology in the Collaborative as well as the consequences for failure to adhere to those guidelines. To use these resources, all staff must sign this form and return it to their Principal. Any questions or concerns about this permission form or any aspect of the computer network should be referred to your Principal.

General Network and Technology Use- Technology at SEEM Collaborative will be used in collaboration with curriculum. Computers and other technology equipment are tools used to support the teaching and learning process. The network is provided to staff for educational purposes only that will enhance the teaching and learning process. Each staff member is expected to take individual responsibility for his or her appropriate use of the Internet and follow all conditions and rules of technology used as presented by SEEM Collaborative. Any violation of the conditions and rules may result in possible legal and/or disciplinary action. All data storage areas including, but not limited to workstations, external drives, and network storage are considered property of SEEM Collaborative. Network administrators and administration may review files and communications to maintain system integrity and to insure that users are using the system responsibly. Users should assume that files stored on the district owned equipment will always be public and available for anyone unless dictated otherwise by law (i.e. SPED, 504 plans).

Users Privileges and Responsibilities

Users of SEEM Collaborative equipment may:

1. Use all authorized hardware and software, when available, for which they have received training to facilitate learning and enhance educational information exchange.
2. Access information from outside resources which facilitate learning and enhance educational information exchange.
3. Access district networks and the Internet to retrieve information, facilitate learning and enhance educational information exchange.
4. Use electronic mail only for purposes directly related to work-related activities.

Users are responsible for:

1. Utilizing technology in the school only for facilitating learning and enhancing educational information exchange consistent with the educational mission of SEEM Collaborative.
2. Maintaining the privacy of passwords and are prohibited from publishing or discussing passwords.
3. Keeping all inappropriate materials, inappropriate text files, or files dangerous to the integrity of the school’s network, equipment, and software from entering the school via the internet, removable media, or other means.
4. Keeping hardware and software from being removed from school premises without prior consent.
5. Maintaining the integrity of the e-mail system and making only those e-mail contacts, which facilitate learning and enhance information exchange.
6. Keeping all food and drink away from computers, printers, etc.
7. Adhering to all copyright guidelines and avoiding plagiarism.
8. Adhering to the rules established for the use of hardware, software, labs, and networks in the school and through remote access.
9. Engaging in no harassment. SEEM Collaborative Anti-Bullying Policy, which is distributed to all school employees is applicable to Internet conduct.
10. Monitoring and supervising students on the computer and internet.
11. The security of his/her own password.
Internet/World Wide Web/E-mail Access- Access to the Internet and e-mail will enable staff to use thousands of libraries and databases. Within reason, freedom of speech and access to information will be honored. Staff should be warned that some material accessible via the Internet might contain items that are illegal, defamatory, inaccurate or potentially offensive to some people. Filtering software is in use, but no filtering system is capable of blocking 100% of the inappropriate material available on the Internet. We believe that the benefits to students and staff from access to the Internet, in the form of information resources and opportunities for collaborative, exceed any disadvantages. Ultimately, teachers, parents and guardians of minors are responsible for setting and conveying the standards that their children should follow when using media and information sources. Teachers and staff are expected to monitor student Internet and computer usage in their classroom and not rely solely on out filtering and monitoring systems.

SEEM Collaborative Staff Computer/Network/Internet User Agreement

- The activities listed below are not permitted:
- Using a code, accessing a file, or retrieving any stored communication unless they have been given authorization to do so.
- Using profane, vulgar, threatening, defamatory, abusive, discriminatory, harassing or otherwise objectionable or criminal language in a public or private message.
- Engaging in personal attacks, including prejudicial or discriminatory attacks, post false or defamatory information about a person or organization, or repost a message that was sent to you privately without permission of the person who sent you the message.
- Sending messages or posting information that would likely result in the loss of a recipient’s work or system.
- Posting, emailing or saving to portable/removable media "personally identifiable information". "personally identifiable information" means any information that could reasonable be used to identify a person, including name, address, telephone number, e-mail address, Social Security number, birth date, bank account information, credit card information, or any combination of information that could be used to identify a person.
- Using SEEM Collaborative technology network to buy, sell or advertise commercial, non-educational or non-collaborative board related activities or events.
- Sending or displaying offensive messages or pictures
- Using obscene language
- Harassing, insulting or attacking others. The SEEM Collaborative Anti-Bullying and Harassment Policy is applicable to internet use.
- Using non-educational websites that do not support teaching and learning such as Myspace and Facebook.
- Participating in any communications that facilitate any illegal activities or violate any other laws.
- Transferring, copying, or downloading any non-educational material that does not support teaching and learning such as music or inappropriate images.
- Damaging or modifying computers, computer systems or computer networks
- Removing hardware and/or software from school premises without prior consent
- Consume food and drink near computers
- Violating copyright laws and committing plagiarism
- Using other’s passwords
- Trespassing in others’ folders, work or files
- Intentionally wasting limited resources
- Employing the network for commercial purposes, financial gain, or fraud
- Utilizing district resources to establish electronic mail accounts through third-party providers or any other nonstandard electronic mail system.
- Intentional use of software or other websites to bypass the internet filtering technology.

Audit of Use-The Executive Director or designee shall establish a process to determine whether the district’s education technology is being used for purposes prohibited by law or for accessing sexually explicit materials. The process shall include, but not be limited to utilizing technology that blocks or filters Internet access for both
minors and adults to certain visual depictions that are obscene, child pornography, or with respect to computers with Internet access by minors, harmful to minors.

**Consequences** - Failure to adhere to the technology conditional and rules of SEEM Collaborative will result in disciplinary action, which could include but are not limited to the following:

- Revocation of access to any SEEM Collaborative computer in the building
- Revocation of network privileges and/or access
- Possible legal and/or disciplinary action
- The ultimate consequences are at the discretion of the Executive Director.

**Disclaimer** - SEEM Collaborative makes no warranties of any kind for the technology services provided. The user will be responsible for repair or replacement of equipment damaged by malicious or inappropriate use as defined by this policy. Protection of data is the responsibility of the user. SEEM Collaborative will not be responsible for any loss in service or data. Use of all technology and networks is at one’s own risk. SEEM Collaborative is not responsible for verifying accuracy of any information obtained through the technology or network.

**Changes in the Acceptable Use Guidelines for Computer and Internet use**

SEEM Collaborative reserves the right to change these guidelines at any time. To use computers and networked resources, individual staff must sign this agreement below and return it to their Principal.

I understand that by signing this form that I acknowledge that I have read and will abide by the about Acceptable Use Guidelines.

User (Print): ___________________________ School: ___________________________

Signature: ___________________________ Date: ___________________________
Employment Procedures- SEEM operations are governed by a non-discrimination policy. The Board of Directors requires equal employment practices for everyone. Based on this belief the SEEM Board of Directors require that sexual, ethnic, racial, or other harassment of any kind by any employee of SEEM Collaborative will not be tolerated.

Changes in Staffing: When the need for a new staff member is determined, the Principal will discuss the need with the Director of Finance and Executive Director.

Once the need is established and discussed the Principal will email a Personal Action Form requesting the posting to the Finance Director. The Finance Director will approve the posting and sent it to the Human Resource Manager.

The Human Resource Manager will post the position on School Spring and send a copy to the Schools Secretaries and Principals to be posted. The posting will be posted online and at the schools for 5 days or until filled.

During the time the position is posted, the Principal or designated Administrative Personnel will review resumes and select a pool of candidates. Once a pool of candidates is established, the Principal or designated Administrative Personnel will contact the candidate and set up interviews.

All candidates will be asked to complete a CORI form at the interview. A copy of the candidate’s driver’s license or other picture ID issued by the state or federal government, will be verified, attached to the CORI and forwarded to the Human Resource Manager.

If a candidate is not selected from the first round, the Principal will select candidates from the existing pool and set up interviews (round two or three if necessary). The Principal or designated Administrative Personnel will conduct a reference check on the prospective candidates. When a candidate is selected the Principal will send the Personnel Action form requesting the new hire to the Human Resource Manager.

The Human Resource Manager will forward the new hire request form to the Finance Director for approval after calculating salary including the rate, step, and annual salary. The Human Resource Manager, upon request of the Principal, may contact prospective candidates to discuss salary and benefits before continuing the process.

The Human Resource Manager will contact the chosen candidate to make an appointment and provide the candidate access to the necessary paperwork. The new employee will bring the completed paperwork to the orientation meeting with the Human Resource manager where it will be reviewed with the candidate. After the paperwork is completed, the new employee will be referred back to the Principal for first day instructions.

The Human Resource Manager will review the paperwork for accuracy, process all enrollment forms and forward the file to the Payroll Associate and the information will be entered onto the payroll system.

Degree Advancement- Based on change in degree status employees may be eligible for increased compensation. In order to receive payment based on a higher degree, the employee must submit a Degree Advancement Intent Form no later than November 1st of the year preceding the work year in which such increase is expected to take place and must complete the program for higher degree on or before December 31st of the following year.

For example, if a teacher currently has a Bachelor’s Degree as of September 2013 and intends on completing a Master’s program in December of 2014, the teacher must submit a Degree Advancement Intent Form by November 1, 2013.

In addition to the Degree Advancement Intent Form, employees must submit official documentation when all requirements of the degree program are completed. Substantiating data (transcript(s) reflecting a minimum B grade), must be provided to the Human Resource Manager. All credits must be earned through an accredited program in education or a related program approved by the Executive Director.

A copy of the Degree Advancement Intent form is provided in the Appendix section of this handbook.

Step Advancement- Any employee who is paid on a salary scale that has steps will advance to the next step at the start of each school-year with the exception of employees with a start date after December 31st of the school year. An employee with a start date after December 31st of a school year will be eligible to advance to the next step at the start of the second full school year.

Examples:
An employee placed on Step 3 with a start date of September 30, 2012 will advance to Step 4 at the start of the 2013-2014 school year.
An employee placed on Step 3 with a start date of February 8, 2013 will advance to Step 4 at that start of the 2014-2015 school year.

**Cori Policy:** Where Criminal Offender Record Information (CORI) checks are part of a general background check for employment, volunteer work or licensing purposes, the following practices and procedures will generally be followed:

1. Cori checks will only be conducted as authorized by CHSB. All applicants will be notified that a CORI check will be conducted. If requested, the applicant will be provided a copy of the CORI Policy.
2. An informed review of a criminal record requires adequate training. Accordingly, all personnel authorized to review CORI in the decision-making process will be thorough familiar with the educational materials made available by CHSB.
3. Unless otherwise provided by law, a criminal record will not automatically disqualify an applicant. Rather, determinations of suitability based on CORI checks will be made consistent with this policy and applicable law or regulations.
4. If a criminal record is received from CHSB, the authorized individual will closely compare the record provided by CHSB with the information on the CORI request form and any other identifying information provided by the applicant.
5. If SEEM Collaborative is inclined to make an adverse decision based on the results of the CORI check, the applicant will be notified immediately. The applicant shall be provided with a copy of the criminal record and the organization’s CORI policy, advised of the part(s) of the record that makes the individual unsuitable for the position or license, and given an opportunity to dispute the accuracy and relevance of the CORI report.
6. Applicants challenging the accuracy of the policy shall be provided a copy of the CHSB’s *Information Concerning the Process in Correcting a Criminal Record*. If the CORI record provided does not exactly match the identification information provided by the applicant, SEEM Collaborative will make a determination based on a comparison of the CORI record and documents provided by the applicant. SEEM Collaborative may contact CHSB and request a detailed search consistent with CHSB policy.
7. If SEEM Collaborative reasonably believes the record belongs to the applicant and is accurate, based on the information as provided in section 4 of this policy, the determination of suitability for determining suitability may include, but not be limited to the following:
   - Relevance of the crime to the position sought
   - The nature of the work to be performed
   - Time since the conviction
   - Age of the candidate at the time of the offense
   - Seriousness and specific circumstances of the offense
   - The number of offenses
   - Whether the applicant has pending charges
   - Any relevant information, including information submitted by the candidate or requested by the hiring authority.
8. SEEM Collaborative will notify the applicant of the decision and the basis of the decision in a timely manner.
Summary of the Conflict of Interest Law for Municipal Employees

This summary of the Conflict of Interest Law, General Laws chapter 268A, is intended to help municipal employees understand how that law applied to them. This summary is not a substitute for legal advice, nor does it mention every aspect of the law that may apply in a particular situation. Municipal employees can obtain free confidential advice about the Conflict of Interest Law from the Commission’s Legal Division at our website, phone number, and address above. Municipal counsel may also provide advice.

The Conflict of Interest Law seeks to prevent conflicts between private interests and public duties, foster integrity in public service, and promote the public’s trust and confidence in that service by placing restrictions on what municipal employees may do on the job, after hours, and after leaving public service, as described below. The sections referenced below are sections G.L. c. 268A.

When the Commission determines that the Conflict of Interest Law has been violated, it can impose a civil penalty of up to $10,000.00 ($25,000.00 for bribery cases) for each violation. In addition, the Commission can order the violator to repay any economic advantage he gained by the violation, and to make restitution to injured third parties. Violations of the Conflict of Interest Law can also be prosecuted criminally.

Are you a municipal employee for conflict of interest law purposes?
You do not have to be a full-time, paid municipal employee to be considered a municipal employee for conflict of interest purposes. Anyone performing services for a city or town or holding a municipal position, whether paid or unpaid, including full and part-time municipal employees, elected officials, volunteers, and consultants, is a municipal employee under the Conflict of Interest Law. An employee of a private firm can also be a municipal employee, if the private firm has a contract with the city or town and the employee is a “key employee” under the contract, meaning the town has specifically contracted for his/her services. The law also covers private parties who engage in impermissible dealings with municipal employees, such as offering bribes or illegal gifts.

On-the job restrictions

Bribes. Asking for and taking bribes is prohibited.
A bribe is anything of value corruptly received by a municipal employee in exchange for the employee being influenced in his official actions. Giving, offering, receiving, or asking for a bribe is illegal. Bribes are more serious than illegal gifts because they involve corrupt intent. In other word, the municipal employee intends to sell his office by agreeing to do or not do some official act, and the giver intends to influence him to do so. Bribes of any value are illegal.

Gifts and gratuities. Asking for or accepting a gift because of your official position, or because of something you can do or have done in your official position, is prohibited.
Municipal employees may not accept gifts and gratuities valued at $50 or more given to influence their official actions or because of their official position. Accepting a gift intended to reward past official action or bring about future official action is illegal, as is giving such gifts. Accepting a gift given to you because of the municipal position you hold is also illegal. Meals, entertainment event tickets, golf, gift baskets, and payment of travel expenses can all be illegal gifts if given in connection with official action or position, as can anything worth $50 or more. A number of smaller gifts work $50 or more may also violate the law.

Example of violation: A town administrator accepts reduced rental payments from developers.
Example of violation: A developer offers a ski trip to a school district employee who oversees the developer’s work for the school district.

Regulatory Exemptions
There are situations in which a municipal employee’s receipt of a gift does not present a genuine risk of a conflict of interest, and may in fact advance the public interest. The Commission has created exemptions permitting giving and receiving gifts in these situations. One commonly used exemption permits municipal employees to accept payment of travel-related expenses when doing so advances the public purpose. Another commonly used exemption permits municipal employees to accept payment of costs involved in attendance at educational and training programs. Other exemptions are listed on the Commission’s website.
**Example where there is no violation:** A fire truck manufacturer offers to pay the travel expenses of a fire chief to a trade show where the chief can examine various kinds of fire-fighting equipment that the town may purchase. The chief fills out a disclosure form and obtains prior approval from his appointing authority.

**Example where there is no violation:** A town treasurer attends a two-day annual school featuring multiple substantive seminars on issues relevant to treasurers. The annual school is paid for in part by banks that do business with town treasurers. The treasurer is only required to make a disclosure if one of the sponsoring banks has official business before her in the six months before or after the annual school.

**Misuse of position. Using your official position to get something you are not entitled to, or to get someone else something they are not entitled to, is prohibited.** Causing someone else to do these things is also prohibited. A municipal employee may not use his/her official position to get something worth $50 or more that would not be properly available to other similarly situated individuals. Similarly, a municipal employee may not use his/her official position to get something worth $50 or more for someone else that would not be properly available to other similarly situated individuals. Causing someone else to do these things is also prohibited.

**Example of a violation:** A full-time town employee writes a novel on work time, using her office computer, and directing her secretary to proofread the draft.

**Example of a violation:** A city councilor directs subordinated to drive the councilor’s wife to and from the grocery store.

**Example of a violation:** A mayor avoids a speeding ticket by asking the police officer who stops him, “Do you know who I am?” and showing his municipal I.D.

**Self-dealing and nepotism.** Participating as a municipal employee in a matter in which you, your immediate family, your business organization, or your future employer has a financial interest is prohibited.

A municipal employee may not participate in any particular matter in which he/she or a member of his/her immediate family (parents, children, siblings, spouse, and spouse’s parents, children and siblings) has a financial interest. He/she also may not participate in any particular matter in which a prospective employer, or a business organization of which he/she is a director, officer, trustee, or employee has a financial interest. Participation includes discussing as well as voting on a matter, and delegating a matter to someone else.

A financial interest may create a conflict of interest whether it is a large or small, and positive or negative. In other words, it does not matter if a lot of money is involved or only a little. It also does not matter if you are putting money into your pocket or taking it out. If you, your immediate family, your business, or your employer have or has a financial interest in a matter, you may not participate. The financial interest must be direct and immediate or reasonably foreseeable to create a conflict. Financial interests which are remote, speculative or not sufficiently identifiable do not create conflicts.

**Example of violation:** A School committee member’s wife is a teacher in the town’s public schools. The school committee member votes on the budget line item for teachers’ salaries.

**Example of violation:** A member of a town affordable housing committee is also the director of a non-profit housing development corporation. The non-profit makes an application to the committee, and the member/director participates in the discussion.

**Example:** A Planning board member lives next door to property where a developer plans to construct a new building. Because the planning board member owns abutting property, he is presumed to have financial interest in the matter. He cannot participate unless he provides the State Ethics Commission with an opinion from a qualified independent appraiser that the new construction will not affect his financial interest. In many cases, where not otherwise required to participate, a municipal employee may comply with the law by simply not participating in the particular matter in which he/she has a financial interest. He/she need not give a reason for not participating.

There are several exemptions to this section of the law. An appointed municipal employee may file a written disclosure about the financial interest with his appointing authority, and seek permission to participate notwithstanding the conflict. The appointing authority may grant written permission if he/she determines that the financial interest in question is not so substantial that it is likely to affect the integrity of his/her services to the municipality. Participating without disclosing the financial interest is a violation. Elected employees cannot use the disclosure procedure because they have no appointing authority.

**Example where there is no violation:** An appointed member of the town zoning advisory committee, which will review and recommend changes to the town’s by laws with regard to a commercial district, is a partner at a company that owns commercial property in the district. Prior to participating in any committee discussions, the member files a disclosure with
the zoning board of appeals that appointed him/her to his/her position, and that board gives him/her a written determination authorizing his participation, despite his/her company's financial interest. There is no violation.

There is also an exemption for both appointed and elected employees where the employee’s task is to address a matter of general policy and the employee’s financial interest is shared with a substantial portion (generally 10% or more) of the town’s population, such as for instance, a financial interest in real estate tax rates or municipal utility rates.

**False claims.** Presenting a false claim to your employer for a payment or benefit is prohibited, and causing someone else to do so is also prohibited. A municipal employee may not present a false or fraudulent claim to his/her employer for any payment or benefit worth $50 or more, or cause another person to do so.

**Example of violation:** A public works director directs his secretary to fill out times sheets to show him as present at work on days when he was skiing.

**Appearance of conflict.** Acting in a manner that would make a reasonable person think you can be improperly influenced is prohibited. A municipal employee may not act in a manner that would cause a reasonable person to thing that he/she would show favor toward someone or that he/she can be improperly influenced. Section 23(b) (3) requires a municipal employee to consider whether his/her relationship and affiliations could prevent he/her from acting fairly and objectively when he/she performs her duties for a city or town. If he/she cannot be fair and objective because of the relationship or affiliation, he/she should not perform his/her duties. However, a municipal employee, whether elected or appointed, can avoid violating this provision by making a public disclosure of the facts. An appointed employee must make the disclosure in writing to his appointing official.

**Example where there is no violation:** A developer who is the cousin of the chair of the conservation commission has filed an application with the commission. A reasonable person could conclude that the chair might favor her cousin. The chair files a written disclosure with her appointing authority explaining her relationship with her cousin prior to the meeting at which the application will be considered. There is no violation of Sec. 23(b) (3).

**Confidential information.** Improperly disclosing or personally using confidential information obtained through your job is prohibited. Municipal employees may not improperly disclose confidential information, or make personal use of non-public information they acquired in the course of their official duties to further personal interests.

**After-hours restrictions.** Taking a second paid job that conflicts with the duties of your municipal job is prohibited. A municipal employee may not accept other paid employment if the responsibilities of the second job are incompatible with his/her municipal job.

**Example:** A police officer may not work as a paid private security guard in the town where he serves because the demands of his private employment would conflict with his duties as a police officer.

**Divided loyalties.** Receiving pay from anyone other than the city or town to work on a matter involving the city or town is prohibited whether or not you are paid. Because cities and towns are entitled to the undivided loyalty of their employees, a municipal employee may not be paid by other people and organizations in relation to a matter if the city or town has an interest in the matter. In addition, a municipal employee may not act on behalf of other people and organizations or act as an attorney for other people and organizations in which the town has an interest. Acting as a liaison; providing documents to the city or town; and serving as spokesman.

A municipal employee may always represent his own personal interests, even before his own municipal agency or board, on the same terms and conditions that other similarly situated members of the public would be allowed to do so. A municipal employee may also apply for building and related permits on behalf of someone else and be paid for doing so, unless he works for the permitting agency, or an agency which regulates the permitting agency.

**Example of violation:** A full-time health agent submits a septic system plan that she has prepared for a private client to the town’s board of health.
Example of violation: A planning board member represents a private client before the board of selectmen on a request that town meeting consider rezoning the client’s property.

While many municipal employees earn their livelihood in municipal jobs, some municipal employees volunteer their time to provide services to the town or receive small stipends. Others, such as a private attorney who provides legal services to a town as needed, may serve in a position in which they may have other personal or private employment during normal working hours. In recognition of the need not to unduly restrict the ability of town volunteers and part-time employees to earn a living, the law is less restrictive for “special” municipal employees than for other municipal employees. The status of “special” municipal employees has to be assigned to a municipal position by vote of the board of selectman, city council, or similar body. A position is eligible to be designated as “special” if it is unpaid, or if the employee is allowed to have another job during normal working hours, or if the employee was not paid for working more than 800 hours during the preceding 365 days. It is the position that is designated as “special” and not the person or persons holding the position. Selectman in towns of 10,000 or fewer are automatically “special”; selectman in larger towns cannot be “special”. If a municipal position has been designated as “special” an employee holding that position may be paid by others, act on behalf of others, and act as attorney for others with respect to matters before municipal boards other than his/her own, provided that he/she has not officially participated in the matter, and the matter is not now, and has not within the past year been, under his official responsibility.

Example: A school committee member who has been designated as a special municipal employee appears before the board of health on behalf of a client of his private law practice, on a matter that he has not participated in or had responsibility for as a school committee member. There is no conflict. However, he may not appear before the school committee, or the school department, on behalf of a client because he has official responsibility for any matter that comes before the school committee. This is still the case even if he has recused himself from participating in the matter in his official capacity.

Example: A member who sits as an alternate on the conservation commission is a special municipal employee. Under the town by-laws he only has official responsibility for matters assigned to him. He may represent a resident who wants to file an application with the conservation commission as long as the matter is not assigned to him and he will not participate in it.

Inside track. Being paid by your city or town, directly or indirectly, under some second arrangement in addition to your job is prohibited, unless an exemption applies. A municipal employee generally may not have a financial interest in a municipal contract, including a second municipal job. A municipal employee is also generally prohibited from having an indirect financial interest in a contract that the city or town has with someone else. This provision is intended to prevent municipal employees from having an “inside track” to further financial opportunities.

Example of violation: Legal counsel to the town housing authority becomes the acting executive director of the authority, and is paid in both positions.

Example of violation: A selectman buys a surplus truck from the town DPW.

Example of violation: A full-time secretary for the board of health want to have a second paid job working part-time for the town library. She will violate Section 20 unless she can meet the requirements of an exemption.

Example of violation: A city councilor wants to work for a non-profit that receives funding under a contract with her city. Unless she can satisfy the requirements of an exemption under Section 20, she cannot take the job.

There are numerous exemptions. A municipal employee may hold multiple unpaid volunteer in a second town position, housing-related benefits, public safety positions, certain elected positions, small towns, and other specific situations... Please call the Ethics Commission’s Legal Division for advice about a specific situation.

After you leave municipal employment. Forever ban. After you leave your municipal job, you may never work for anyone other than the municipality on a matter that you worked on as a municipal employee. If you participated in a matter as a municipal employee, you cannot ever be paid to work on the same matter for anyone other than the municipality, nor may you act for someone else, whether paid or not. The purpose of this restriction is to bar former employees from selling to private interests their familiarity with the facts of particular matters that are of
continuing concern to their former municipal employer. The restriction does not prohibit former municipal employees from using the expertise acquired in government service in their subsequent private activities.

**Example of violation:** A former school department employee works for a contractor under a contract that she helped to draft and oversee for the school department. One year cooling-off period applies. For one year after you leave your municipal job you may not participate in any matter over which you had official responsibility during your last two years of public service.

Former municipal employees are barred for one year after they leave municipal employment from personally appearing before any agency of the municipality in connection with matters that were under their authority in their prior municipal positions during the two years before they left.

**Example:** An assistant town manager negotiates a three-year contract with a company. The town manager who supervised the assistant, and had official responsibility for the contract but did not participate in negotiating it, leaves her job to work for the company to which the contract was awarded. The former manager may not call or write the town in connection with the company's work on the contract for one year after leaving the town.

A former municipal employee who participated as such in general legislation on expanded gaming and related matters may not become an officer or employee of, or acquire a financial interest in, an applicant for a gaming license, or a gaming license, for one year after leaving the town.

**Partners. Your partners will be subject to restrictions while you serve as a municipal employee and after your municipal service ends.**

Partners of municipal employees and former municipal employees are also subject to restrictions under the Conflict of Interest Law. If a municipal employee participated in a matter, or if he has official responsibility for a matter, then his partner may not act on behalf of anyone other than the municipality or provide services as an attorney to anyone but the city or town in relation to the matter.

**Example:** While serving on a city's historic district commission, an architect reviewed an application to get landmark status for a building. His partners at the architecture firm may not prepare and sign plans for the owner of the building or otherwise act on the owner's behalf in relation to the application for landmark status. In addition, because the architect has official responsibility as a commissioner for every matter that comes before the commission, his partners may not communicate with the commission or otherwise act on behalf of any client on any matter that comes before the commission during the time that the architect serves on the commission.

**Example:** A former town counsel joins a law firm as a partner. Because she litigated a lawsuit for the town, her new partners cannot represent any private clients in the lawsuit for one year after her job with the town ended.

*****This summary is not intended to be legal advice and, because it is a summary, it does not mention every provision of the Conflict of Interest Law that may apply in a particular situation. Our website, [http://www.mass.gov/ethics](http://www.mass.gov/ethics) contains further information about how the law applies in many situations. You can also contact the Commission’s Legal Division via our website, by telephone, or by letter.
Acknowledgment of Receipt of summary of Conflict of Interest Law

I, ______________________________________________________________,  
(Please print first and last name)

am an employee at SEEM Collaborative. I hereby acknowledge that I received a copy of the Summary of the Conflict of Interest Law for municipal employees on:

Date: ___________________________________________________________

Signature: ______________________________________________________
**Anti-bullying in Schools:** SEEM Collaborative believes that preventing bullying and/or harassment is critical for creating and maintaining a safe, secure and positive school climate and culture, which in turn supports academic achievement, increases school engagement, respects the rights of all individuals and groups, and purposefully build community. Bullying of any type has no place in a school setting and SEEM Collaborative will endeavor to maintain a learning and working environment free of bullying. The SEEM Board of Directors and SEEM Collaborative shall not tolerate bullying.

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

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

Bullying is prohibited: (i) on school grounds, property immediately adjacent to school grounds, at a school sponsored or school-related activity, function or program whether on or off school grounds, at a school bus stop, on a school bus or other vehicle owned, leased or used by a Collaborative or school, or through the use of technology or an electronic device owned, leased, or used by a Collaborative or school and (ii) at a location, activity, function or program that is not school related, or through the use of technology or an electronic device that is not owned, leased or used by the Collaborative or school, if the bullying creates a hostile environment at school for the victim, infringes on the rights of the victim at school or materially and substantially disrupts the education process or the orderly operation of a school. Nothing contained herein shall require schools to staff any non-school related activities.

Retaliation against a person who reports bullying, provides information during an investigation of bullying, or witnesses or has reliable information about bullying shall be prohibited.

SEEM Collaborative shall provide age-appropriate instruction on bullying prevention in each grade that is incorporated into the curriculum of the Collaborative or school. The curriculum shall be evidence-based.

The Collaborative shall develop, adhere to and update a plan to address bullying prevention and intervention in consultation with teachers, school staff, professional support personnel, school volunteers, administrators, community representative, local law enforcement agencies, students, parents and guardians. The consultation shall include, but not be limited to, notice and a public comment period; provided, however, that a non-public school shall only be required to five notice to and provide a comment period for families that have a child attending the school. The plan shall be updated at least biennially.

The plan should include, but not be limited to: 9i) descriptions of and statements prohibiting bullying, cyber-bullying and retaliation; (ii) clear procedures for students, staff, parents, guardians and others to report bullying or retaliation; (iii) a provision that reports of bullying or retaliation may be made anonymously; provided, however, that no disciplinary action shall be taken against a student solely on the basis of an anonymous report; (iv) clear procedures for promptly responding to and investigating reports or bullying or retaliations; (v) the range of disciplinary actions that may be taken against a perpetrator for bullying or retaliation; provided, however, that the disciplinary actions shall balance the need for accountability with the need to teach appropriate behavior; (vi) clear procedures for restoring a sense of safety for a victim and assessing that victim’s needs for protection; (vii) strategies for protecting from bullying or retaliation a person who reports bullying, provided information during an investigation of bullying or witnesses or has reliable information about an act of bullying; (viii) procedures consistent with state and federal law for promptly notifying parents or guardians of a victim
and a perpetrator, provided, further, that the parents or guardians of a victim shall also be notified of the action taken to prevent any further acts of bullying or retaliation; and provided further, that the procedures shall provide for immediate notification pursuant to regulations promulgated under this subsection by the principal or person who holds a comparable role to the local law enforcement agency when criminal charges may be pursued against the perpetrator; (ix) a provision that a student who knowingly makes a false accusation of bullying or retaliations shall be subject to disciplinary action; and (x) a strategy for providing counseling or referral to appropriate services for perpetrators and victims and for appropriate family members of said students. The plan shall afford all students the same protection regardless of their status under the law.

The Collaborative plan shall include a provision for ongoing professional development to build the skills of all staff members, including, but not limited to, educators, administrators, school nurses, cafeteria workers, custodians, bus drivers, athletic coaches, advisors to extracurricular activities and paraprofessionals, to prevent, identify and respond to bullying. The content of such professional development shall include, but not be limited to: (i) developmentally appropriate strategies to prevent bullying incidents; (ii) developmentally appropriate strategies for immediate, effective interventions to stop bullying incidences; (iii) information regarding the complex interaction and power differential that can take place between and among a perpetrator, victim and witnesses to the bullying; (iv) research findings on bullying, including information about specific categories of students who have been shown to be particularly at risk for bullying, including information about specific categories of students who have been shown to be particularly at risk for bullying in the school environment; (v) information on the incidence and nature of cyber-bullying; and (vi) internet safety issues as they relate to cyber-bullying.

The Collaborative shall provide to students and parents or guardians, in age-appropriate terms and in the languages which are most prevalent among the students, parents or guardians, annual written notice of the relevant student-related sections of the plan.

The Collaborative shall provide to all school staff annual written notice of the plan. The faculty and staff at each school shall be trained annually on the plan applicable to the school. Relevant sections of the plan relating to the duties of faculty and staff shall be included in a Collaborative or employee handbook. The plan shall be posted on the website of each Collaborative.

Each school principal or the person who holds a comparable position shall be responsible for the implementation and oversight of the plan at his/her school. A member of a school staff, including but not limited to, an educator, administrator, school nurse, secretary, cafeteria worker, custodian, bus driver, athletic coach, advisor to an extracurricular activity or paraprofessional, shall immediately report any instance of bullying or retaliation the staff member has witnessed or becomes aware of to the principal or to the school official identified in the plan as responsible for receiving such reports or both. Upon receipt of such a report, the school principal or a designee shall promptly conduct an investigation. If the school principal or designee determines that bullying or retaliation has occurred, the school principal or a designee shall (i) notify the local law enforcement agency if the school principal or designee believes that criminal charges may be pursued against the perpetrator; (ii) take appropriate action; (iii) notify the parents or guardians of a perpetrator; and (iv) notify the parents or guardians of the victim, and to the extent consistent with state and federal law, notify them of the action taken to prevent any further acts of bullying or retaliation.

If an incident of bullying or retaliation involves students from more than one Collaborative, school, the Collaborative or school first informed of the bullying or retaliation shall, consistent with state and federal law, promptly notify the appropriate action. If an incident of bullying or retaliation occurs on school grounds and involves a former student under the age of 21 who is no longer enrolled in the Collaborative, the school informed of the bullying or retaliation shall contact law enforcement.

Whenever the evaluation of the Individualized Education Program team indicates that the child has a disability that affects social skills development or that the child is vulnerable to bullying, harassment or teasing because of the child’s disability, the Individualized Education Program shall address the skills and proficiencies needed to avoid and respond to the bullying, harassment or teasing.
Policies and Procedures for Reporting and Responding to Bullying and Retaliation

To support efforts to respond promptly and effectively to bullying and retaliation, SEEM Collaborative programs have policies and procedures in place for receiving and responding to reports of bullying or retaliation. These policies and procedures ensure that members of the school community—students, parents, and staff—know what will happen when incidents of bullying occur.

In school systems, harassment may take many forms and cross many lines. The situation may be an instance of staff member to staff member, staff member to student, student to staff member, or student to student.

Reporting- Reports of bullying or retaliation may be made by staff, students, parents or guardians, or others, and may be oral or written. Oral reports made by or to a staff member must be recorded in writing. All employees required to report immediately to the principal or designee any instance of bullying or retaliation the staff member becomes aware of or witnesses. Reports made by students, parents or guardians, or other non-employees may be made anonymously, however, no disciplinary action can be taken against the perpetrator solely on the basis of an anonymous report. The schools will make reporting resources available to the school community including, but not limited to, the SEEM Collaborative Bullying Prevention and Intervention Incident Reporting Form which is attached in Appendix A.

Use of the SEEM Collaborative Bullying Prevention and Intervention Incident Reporting Form in not required as a condition of making a report. Programs will

- Include a copy of the Incident Reporting Form in the beginning of the year packets for students and parents or guardians.
- Make it available in the program’s main office, the counseling office, and other locations determined by the principal or designee.
- At the beginning of each school year, programs will provide the school community, including administrators, staff, students, and parents or guardians, with written notice of its policies for reporting acts of bullying and retaliation. A description of the reporting procedures and resources, including the name and contact information of the principal or designee, will be incorporated in student and staff handbooks.

Reporting by Staff- A staff member will report immediately to the principal or designee when he/she witnesses or becomes aware of conduct that may be bullying or retaliation. The requirement to report to the principal/headmaster or designee does not limit the authority of the staff member to respond to behavioral or disciplinary incidents consistent with each school’s policies and procedures for behavior management and discipline.

Reporting by Students, Parents or Guardians, and Others- the school system expects students, parents or guardians, and others who witness or become aware of an instance of bullying or retaliation involving a student to report it to the principal or designee. Reports may be made anonymously, but no disciplinary action will be taken against an alleged aggressor solely on the basis of an anonymous report. Students, parents, or guardians, and others may request assistance from a staff member to complete a written report. Students will be provided practical, safe, private and age-appropriate ways to report and discuss an incident of bullying with a staff member, or with the principal/headmaster or designee.

Responding- Before fully investigating the allegations of bullying or retaliation, the principal or designee will take steps to assess the need to restore a sense of safety to the alleged target and/or to protect the alleged target from possible further incidents. There may be circumstances in which the principal or designee contacts parents or guardians prior to any investigation. Notice will be consistent with state regulations at 603 CMR 49.00. Responses to promote safety may include, but not be limited to, creating a personal safety plan; predetermining seating arrangements for the target and/or the aggressor in the aggressor’s schedule and access to the target. The principal or designee will take additional steps to promote safety during the course of and after the investigation, as necessary.

The principal or designee will implement appropriate strategies for protecting from bullying or retaliation of a student who has reported bullying or retaliation, a student who has witnessed bullying or retaliation, a student who provided information during an investigation, or a student who has reliable information about a reported act of bullying or retaliation. The confidentiality of students and witnesses reporting alleged acts of bullying will be maintained to the extent possible given the school’s obligations to investigate the matter.
Obligations to Notify Others

Notice to parents or guardians- Upon determining that bullying or retaliation has occurred, the principal or designee will promptly notify the parents or guardians or the target and the aggressor of this, and of the procedures for responding to it. Notice will be provided in the primary language of the home and in compliance with confidentiality requirements of the Massachusetts Student Records Regulations, 603 CMR 23.00, and the Federal Family Educational Rights and Privacy Act Regulations, 34 CFR Par 99, as set forth in 603 CMR 49.07.

Notice to Another School/District- If the reported incident involves students from more than one school district, charter school, nonpublic school, approved private special education day or residential school, or collaborative school, the principal/headmaster or designee first informed of the incident will promptly notify by telephone the principal or designee of the other school(s) of the incident so that each school may take appropriate action. All communications will be in accordance with state and federal privacy laws and regulations, and 603 CMR.

Notice to Law Enforcement- At any point after receiving a report of bullying or retaliation, including after an investigation, if the principal or designee has a reasonable basis to believe that criminal charges may be pursued against the aggressor, the principal or designee shall contact the local law enforcement agency. Notice will be consistent with the requirements of 603 CMR 40.00 and locally established agreements with the local law enforcement agency. Also, if an incident occurs on school grounds and involves a former student under the age of 21 who is no longer enrolled in school, the principal or designee shall contact the local law enforcement agency if he or she has a reasonable basis to believe that criminal charges may be pursued against the aggressor. In making this determination, the principal will, consistent with the Plan and with applicable program policies and procedures, consult with local law enforcement and other individuals the principal or designee deems appropriate.

Investigation- The principal or designee will investigate promptly (within 24 hours) all reports of bullying or retaliation and, in doing so, will consider all available information known, including the nature of the allegation(s) and the ages of the students involved. During the investigation the principal or designee will among other things, interview students, staff, witnesses, parents or guardians, and others as necessary. The principal or designee shall contact the local law enforcement agency if he or she has a reasonable basis to believe that criminal charges may be pursued against the aggressor. In making this determination, the principal will, consistent with the Plan and with applicable program policies and procedures, consult with local law enforcement and other individuals the principal or designee deems appropriate.

Procedures for investigations of bullying and retaliation will be consistent with Collaborative policies and procedures for investigations and for possible disciplinary action. If necessary, the principal or designee will consult with the Executive Director regarding consultation with legal counsel pertaining to the investigation of the alleged report.

Determinations- the principal or designee will make a determination based upon all of the facts and circumstances. If, after investigation, bullying or retaliation is substantiated, the principal or designee will take reasonable steps to prevent recurrence and to ensure that the target is not restricted in participating in school or in benefiting from school activities. The principal or designee will:

- Determine what remedial action is required, if any.
- Determine what responsive actions and/or disciplinary action is necessary.

Depending upon the circumstances, the principal or designee may choose to consult with the students’ teacher(s) and/or school counselor, and the target’s or aggressor’s parent or guardians, to identify any underlying social emotional issue(s) that may have contributed to the bullying behavior and to assess the level of need for additional social skills development.

The principal or designee will promptly notify the parents or guardians of the target and the aggressor about the result of the investigation and, if bullying or retaliation is found, what action is being taken to prevent further acts of bullying and retaliation. All notice to parents must comply with applicable state and federal privacy laws and regulations. Because of the legal requirements regarding the confidentiality of student records, the principal or designee cannot report specific information to the target’s parent or guardian about the disciplinary action taken unless it involves a “stay away” order or other directive that the target must be aware of in order to report violations.
Responses to Bullying - SEEM collaborative has incorporated a range of individualized strategies and interventions that may be used in response to remediate a student’s skills or to prevent further incidences of bullying and/or retaliation.

Teaching Appropriate Behavior through Skills-Building - Upon the principal or designee determining that bullying or retaliation has occurred, the law requires that the school or district use a range of responses that balance the need for accountability with the need to teach appropriate behavior M.G.L.c.71, § 370 (d) (v). Skill building approaches that the principal or designee may consider include:

- Offering individualized skill-building sessions based on the school’s/district’s anti-bullying curricula;
- Providing relevant educational activities for individual students or groups of students, in consultation with school counselors and other appropriate school personnel;
- Implementing a range of academic and nonacademic positive behavioral supports to help students understand pro-social ways to achieve their goals;
- Meeting with parents and guardians to engage parental support and to reinforce the anti-bullying curricula and social skills building at home;
- Adopting behavioral plans to include a focus on developing specific social skills, and making a referral for evaluation.

Taking disciplinary Action - If the principal or designee decides that disciplinary action is appropriate, the disciplinary action will be determined on the basis of facts found by the principal or designee, including the nature of the conduct, the age of the student(s) involved, and the need to balance accountability with the teaching of appropriate behavior. Discipline will be consistent with the SEEM Collaborative Bullying Prevention and Intervention Plan and with the program’s student handbook.

Discipline procedures for students with disabilities are governed by the federal Individuals with Disabilities Education Improvement Act. (IDEA), which should be read in cooperation with state laws regarding student discipline. If the principal or designee determines that a student knowingly made a false allegation of bullying or retaliation, that student may be subject to disciplinary action consistent with the program’s student handbook.

Promoting Safety for the Target and Others - The principal or designee(s) will consider what adjustments, if any, are needed in the school environment to enhance the target’s sense of safety and that of others as well. Within a reasonable period of time following the determination and the ordering of remedial and/or disciplinary action, the principal or designee will contact the target to determine whether there has been a recurrence of the prohibited conduct and whether additional supportive measures are needed. If so, the principal or designee will work with appropriate school staff to implement them immediately.

Letters of Resignation - All letters of reference and/or information regarding an employee’s status of employment, employment history, and/or job performance shall be referred to the Human Resource Manager. All letters of recommendation on SEEM letterhead must be authorized by the Executive Director.

All inquiries requesting information about an employee regardless of the status should be referred to the Human Resource Manager. Information will be released from Human Resources only with written authorization from the employee.
Manual Receipt and Acknowledgement

This policy manual contains the policies and procedures of SEEM Collaborative. SEEM Collaborative reserves the right to amend the policies and procedures set forth in this manual at any time.

These policies do not constitute a contract or the provision of a contract. Only the annual contract provided and signed by the Executive Director is recognized. Policies are reference in your contract in order to simplify the contract; referencing any policy in the contract does not make it a contractual provision or obligation. These policies may be changed at any time if deemed in the best interest of the Collaborative.

Receipt and Acknowledgement- I have received a copy of the SEEM Collaborative Employee Handbook. I have read and agree to abide by the policies and procedures listed herein.

________________________________________  ______________________________________
Name (Please Print)                                        Signature

________________________________________
Date
Appendix
Request for Time Off Form

SEEM Collaborative Request for Time Off

I ________________________________ am requesting: Permission to be absent from work on the following date(s)

(Specify all work dates) and permission to use:
- Vacation Time
- Personal Time (if applicable)*
- Unpaid Absence
- Other ______________________

I understand that this request needs to be made in advance and the appropriate Site Director requires approval before taking the time. The Site Director must confirm with the Personnel Department that the days, as requested, are available.

**“Personal days may not be used to extend a long weekend or school vacation…”** If applicable, please attach justification for personal time.

________________________________________
Employee’s Signature

________________________________________
Site Director’s Signature

Request is:  
- □ Approved
- □ Denied (state reason below)

________________________________________
Executive Director
Direct Deposit Authorization Form

- Please complete this form and return it to the payroll department no later than Friday afternoon of the week prior to a pay week.

- Be sure to include a voided check for your checking account and/or a deposit slip for your savings account, whichever is applicable (or a direct deposit informational form from your institution). The details from the check, deposit slip or informational form will be used to verify the account details.

- You also have the option to deposit a part of your net pay into a secondary account, such as savings or credit union account. Please specify the dollar amount from your net pay that should be deposited in your secondary account.

Account #1:
Account #1 Type (check one)         Checking □       Savings □       Cancel Direct Deposit □ Employee Bank

Name: ____________________________________________
Bank Routing # (ABA#): ________________________________
Account#: __________________________________________

Percentage or Dollar Amount to be deposited to this account: __________

Account #2: (Remainder to be deposited to this account)
Account #1 Type (check one)         Checking □       Savings □
Employee Bank Name: ____________________________________________

Bank Routing # (ABA#): ________________________________
Account#: ____________________________________________

I authorize SEEM COLLABORATIVE and the above Financial Institution to deposit my net pay and/or flat amount automatically into my account(s) each payday, and to initiate any necessary adjustments for entries made in error to my account.

Signature ___________________________   Date ______________________
Print Name ___________________________
Course Approval for Tuition Reimbursement

Tuition Reimbursement is offered to SEEM employees who work 1040 hours or more per contract year. The Program Principal and the Executive Director must approve all tuition reimbursements in advance of the course beginning.

I, ______________________________, am requesting approval for the course listed below. If approved, I realize that reimbursement is at 50% (up to $500 per course, contingent upon a grade of “B” or better and submission of proof of payment. I understand that this is not to exceed $1000.00 in reimbursement per school year (July 1 – June 30).

School/College: ____________________________________________________________

Semester: ___________________________ Year: ________________________________

Course # and Title: ________________________________________________________

Cost: ________________________________________________________________

Description of Course (catalog description may be used): ________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

Approval Signatures:

_________________________________________ __________________________

Program Administrator Date

_________________________________________ __________________________

Executive Director Date

Course Reimbursement

To be completed by Administrative Office.

Course Completed Date: ________________

Amount Reimbursed to Date: ________________  Amount Due: ________________

Balance Allowed This Year: ________________
<table>
<thead>
<tr>
<th>Payroll Dates 2013-2014</th>
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<tbody>
<tr>
<td><strong>September 13, 2013</strong></td>
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<td><strong>September 27, 2013</strong></td>
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<td><strong>October 11, 2013</strong></td>
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<td><strong>October 25, 2013</strong></td>
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<td><strong>November 8, 2013</strong></td>
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<td><strong>November 22, 2013</strong></td>
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<td><strong>December 6, 2013</strong></td>
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<td><strong>December 20, 2013</strong></td>
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<td><strong>January 3, 2014</strong></td>
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<td><strong>January 17, 2014</strong></td>
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<td><strong>January 31, 2014</strong></td>
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<td><strong>February 14, 2014</strong></td>
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<td><strong>February 28, 2014</strong></td>
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</table>
**SEEM Collaborative**

**Program Orientation/In-service Review for Newly Hired Personnel**

*Human Resources is to forward form to program administrators immediately upon the hiring of a new staff person.*

Staff Name: _______________________________ Date of Hire: ___________________

The following agenda items must be reviewed with newly hired staff who have been hired after the required orientation/in-service training cycle(s):

<table>
<thead>
<tr>
<th>Training</th>
<th>Teacher/ Specialist</th>
<th>IA/TA</th>
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<tbody>
<tr>
<td>Civil Rights Responsibilities (Online Its Learning Portal)</td>
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<td>DCF Mandated Reporting (Online Its Learning Portal)</td>
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<tr>
<td>Conflict of Interest Training (Online Its Learning Portal)</td>
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<td>☐ Conflict of Interest Summary Form</td>
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<td>☐ Ethics Training</td>
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<tr>
<td>Special Education Policies &amp; Procedures (Online Its Learning Portal)</td>
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<tr>
<td>MCAS &amp; MCAS Alt Participation- Teachers Only (Online Its Learning Portal)</td>
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<tr>
<td>Human Resources Policies &amp; Procedures / Employee Handbook (Online Its Learning Portal)</td>
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<tr>
<td>Policies on Student Records, Research &amp; Experimentation (Online Its Learning Portal)</td>
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<td>Transportation Safety (Online Its Learning Portal)</td>
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<tr>
<td>Executive Order 504 Form (Online Its Learning Portal)</td>
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<tr>
<td>Educator Evaluation (Online)</td>
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</table>

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<thead>
<tr>
<th>Program Specific Policies &amp; Practices</th>
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<tr>
<td>Emergency Procedures &amp; Crisis Plan</td>
<td></td>
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<tr>
<td>Disciplinary and Behavior Management Procedures</td>
<td></td>
<td></td>
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<tr>
<td>☐ Reinforcement, level systems, de-escalation strategies</td>
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<td></td>
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<tr>
<td>☐ Time-out procedures</td>
<td></td>
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<tr>
<td>☐ Restraint, removal, escort, run-away procedures</td>
<td></td>
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<tr>
<td>☐ Protocol for handling a disrobing student</td>
<td></td>
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<tr>
<td>☐ Suspensions &amp; terminations</td>
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</table>

<table>
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<tr>
<th>Immediate Notification</th>
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<tbody>
<tr>
<td>Anti-Bullying Policy</td>
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<td></td>
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<tr>
<td>Common Core Curriculum &amp; Program Instruction</td>
<td></td>
<td></td>
</tr>
<tr>
<td>IEPs, Progress Reports, Assessment, Transition Planning</td>
<td></td>
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</tbody>
</table>
The newly hired staff person will participate in the next scheduled in-service training as indicated below:

<table>
<thead>
<tr>
<th>Training</th>
<th>Required</th>
<th>Not Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>CPR</td>
<td></td>
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<tr>
<td>First Aid</td>
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<tr>
<td>Medication Admin.</td>
<td></td>
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<tr>
<td>Physical Restraint</td>
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<tr>
<td>Other: ___________________________</td>
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</tbody>
</table>

Orientation/in-service review to occur within 2 weeks of date of hire. Completed form to be returned to Human Resources.

I have reviewed the above policies and procedures with ________________________________.

__________________________________________  ____________________________
Signature Site Leader/Program Director  Date

I participated in an orientation/in-service training review with my program administrator or designee and have had any and all questions satisfactorily answered. I understand that it is my responsibility to attend all annual orientation and required trainings.

__________________________________________  ____________________________
Staff Signature  Date
# Formal Warning/Suspension Notice

<table>
<thead>
<tr>
<th>First Warning</th>
<th>Second Warning</th>
<th>Suspension</th>
<th>Duration</th>
<th>Final Warning</th>
</tr>
</thead>
</table>

**Employee Name:** [Employee Name]

**Date:** [Date]

**Title:** [Title]

**Date of Hire:** [Date of Hire]

**Verbal Warning Statement:**

<table>
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<tr>
<th>Reason for Warning:</th>
</tr>
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</table>

**Improvement Plan:**

Briefly outline improvements needed if employment is to continue, include timeline:

<table>
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<tr>
<th>Improvement Plan:</th>
</tr>
</thead>
</table>

**Acknowledgement of Receipt of Warning/Suspension:**

I acknowledge that I have discussed this warning/suspension and understand the requirements and actions that may be taken in the future should the behaviors indicated not improve.

**Employee:** ____________________________________________

**Date:** ______________________

**Supervisor Signature:** __________________________________

**Date:** ______________________

---

A-6
Degree Advancement Intent Form

The purpose of this form is for employees to notify Administration that they intend to have additional credits or a higher degree at the start of next school year. In order to receive payment based on a higher degree, the employee must submit this form no later than November 1st of the year preceding the work year in which such increase is expected to take place and must complete the program for the higher degree on or before December 31st of the following year.

For example, if a teacher currently has a Bachelor's Degree as of September 2013 and intends on completing a Master’s program in December of 2014, the teacher must submit this form by November 1, 2013.

In addition to this form, employees must submit official documentation when all requirements of the degree/program are completed. Substantiating data (transcript(s) reflecting a minimum of a B grade) must be provided to the Human Resource Manager. All credits must be earned through an accredited program in education or a related program approved in advance by the Executive Director.

Please indicate the level of education you currently hold:
(Circle one)
High School
Associates
Bachelors
Masters
Masters + 15
Masters + 30

Please indicate which level of education will hold as December 31st of next school-year:
(Circle one)
Associates
Bachelors
Masters
Masters + 15
Masters + 30

Name: _______________________________ School: __________________
Signature:____________________________ Date: ___________________
EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

Basic Leave Entitlement
FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- for incapacity due to pregnancy, prenatal medical care or childbirth;
- to care for the employee's child after birth, or placement for adoption or foster care;
- to care for the employee's spouse, son, daughter or parent who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements
Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is:

1. a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in an outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness;
2. a person who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.

*The FMLA definitions of "serious injury or illness" for current servicemembers and veterans are distinct from the FMLA definition of "serious health condition."

Benefits and Protections
During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements
Employees are eligible if they have worked for a covered employer for at least 12 months, have 1,250 hours of service in the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

*Special hours of service eligibility requirements apply to airline flight crew employees.

Definition of Serious Health Condition
A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employer's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave
An employer does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave
Employers may choose to replace or pay an employee's wages for accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities
Employees must provide 30 days notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities
Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employee's rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers
FMLA makes it unlawful for any employer 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
An employee may file a complaint with the U.S. Department of Labor or bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 103 (29 U.S.C. § 2619) requires FMLA covered employees to post the text of this notice. Regulation 29 C.F.R. § 825.300(a) may require additional disclosures.
<table>
<thead>
<tr>
<th></th>
<th>SEEM 2013-2014 Calendar</th>
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<tbody>
<tr>
<td>SEPTEMBER 2013</td>
<td>23 DAYS</td>
<td>OCTOBER 2013</td>
<td>22 DAYS</td>
<td>NOVEMBER 2013</td>
<td>18 DAYS</td>
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<td>2/12 Professional Development – Students ½ day</td>
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<td>1/15 Professional Development – Students ½ day</td>
<td>2/17 President’s Day-Admin Staff</td>
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<td>6/11 - Prof Development-Students ½ day</td>
<td>7/4 Independence Day-All Students &amp; Staff</td>
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<td>8/8 Beebe EYP ends</td>
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<td>6/24-Last day of School-Staff &amp; Students ½ day</td>
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<td>6/25-End EYP-All Programs except Beebe</td>
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<td>6/30-Start EYP Beebe</td>
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SEEM Calendars
## Program for the Deaf and Hard of Hearing

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<td>Orientation 8/28, 8/29, 9/3</td>
<td>10/14 Columbus Day-All Students &amp; Staff</td>
<td>11/15 No School Students - Staff Professional Dev.</td>
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<td>8/30(Night School; 9/2 Labor Day-All Students &amp; Staff</td>
<td>10/22 Professional Development - Students ½ day</td>
<td>11/11 Veteran’s Day-Observed-All Students &amp; Staff</td>
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<tr>
<td>9/3 No School</td>
<td>10/22 Professional Dev - Students ½ day</td>
<td>11/27 Students &amp; Staff 1/2 day</td>
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<td>9/10 School Opens</td>
<td>Students 22 DAYS</td>
<td>11/26-29 Thanksgiving Break-All Students &amp; Staff</td>
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<td>9/18 Professional Development - Students 1/2 day</td>
<td>Students 19 DAYS</td>
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<td>Christmas-Admin Staff</td>
<td>12/24-12/25 Holiday Vacation (No School)</td>
<td>1/1 New Year’s-All Students &amp; Staff</td>
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<td>12/25 Professional Development (No School)</td>
<td>Students 15 DAYS</td>
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<td>3/10 Professional Development - Students ½ day</td>
<td>Students 19 DAYS</td>
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<td>3/17-3/20 Professional Development - Students ½ day</td>
<td>Students 21 DAYS</td>
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<td>6/11 - Prof Development-Students ½ day</td>
<td>7/14 Independence Day-All Students &amp; Staff</td>
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<td>6/25 Last day of School-Staff &amp; Students ½ day</td>
<td>Students 20 DAYS-TOTAL EYP DAYS</td>
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<td>6/26-67 EYP Orientation</td>
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<td>6/30 Students 18 DAYS</td>
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