

**Section: G**  
**Category: Personnel**  
**File: GA**

## **CODE: PERSONNEL POLICIES GOALS**

The Board realizes they are responsible to the students and member districts they represent to ensure that the highest quality individuals available are hired to meet the needs of the member districts. They have the additional responsibility to articulate the expectations of the member districts relative to personnel. This must be done in the form of Collaborative Policy. The Board recognizes that an efficient staff dedicated to constantly improving educational programs and services is necessary.

The Collaborative's specific personnel goals are:

1. To develop and implement those strategies and procedures for personnel recruitment, screening, and selection that will result in the employment and retention of individuals with the highest capabilities, strongest commitment to quality education, and greatest probability of effectively implementing Collaborative programs.
2. To develop a general staff assignment strategy that will contribute to the learning program and to use it as the primary basis for determining staff assignments.
3. To provide positive programs of staff development that contribute both to improvement of the learning program and to each staff member's career development aspirations.
4. To provide for a genuine team approach to education.
5. To develop and use for personnel evaluation positive processes that contribute to the improvement of both staff capabilities and the learning program.

**Adoption Date:** September 26, 2007

**Revised:**

**Source:** MASC Policy Reference

**Legal References:** 603 CMR 26:08, Paragraph 3, 7, 8, 9

**Section: G**  
**Category: PERSONNEL**  
**File: GBA**

## **CODE: EQUAL EMPLOYMENT OPPORTUNITY**

Under state law, the Collaborative is prohibited from discriminating against any person in regard to any term or condition of employment (including educational opportunities and affirmative action) based on gender, race, color, religion, national origin, ancestry, sex, age, marital status, handicap or disability, mental illness, retaliation, sexual harassment, sexual orientation, service in the military, and the results of genetic testing or any other class of individuals protected against discrimination under state or federal law. In addition, the Collaborative has an affirmative responsibility to provide maternity leave to biological and adoptive parents.

Under federal guidelines of [Title VII of the Civil Rights Act of 1964](#), the [Americans with Disabilities Act \(ADA\)](#), and the [Age Discrimination in Employment Act \(ADEA\)](#), it is illegal to discriminate in any aspect of employment, including:

- hiring and firing;
- compensation, assignment, or classification of employees;
- transfer, promotion, layoff, or recall;
- job advertisements;
- recruitment;
- testing;
- use of Collaborative facilities;
- training and apprenticeship programs;
- fringe benefits;
- pay, retirement plans, and disability leave; or
- other terms and conditions of employment.

Discriminatory practices under these laws also include:

- harassment on the basis of race, color, religion, sex, national origin, disability, or age;
- retaliation against an individual for filing a charge of discrimination, participating in an investigation, or opposing discriminatory practices;
- employment decisions based on stereotypes or assumptions about the abilities, traits, or performance of individuals of a certain sex, race, age, religion, or ethnic group, or individuals with disabilities; and
- denying employment opportunities to a person because of marriage to, or association with, an individual of a particular race, religion, national origin, or an individual with a disability. Title VII also prohibits discrimination because of participation in schools or places of worship associated with a particular racial, ethnic, or religious group.

The Collaborative posts notices to all employees advising them of their rights under the laws EEOC enforces and their right to be free from retaliation.

***Adoption Date:*** September 26, 2007

***Revised:***

***Source:***

***Legal References:***

***Lower Pioneer Valley Educational Collaborative  
Board of Directors Policy***

**Section: G**  
**Category: Personnel**  
**File: GBD (BHC)**

## **CODE: BOARD OF DIRECTORS – STAFF COMMUNICATIONS**

The Board wishes to maintain open channels of communication between itself and the staff. The basic line of communication will, however, be through the Executive Director.

### **Staff Communications to the Board**

All communications or reports to the Board or any of its subcommittees from directors, supervisors, teachers, or other staff members will be submitted through the Executive Director. This procedure does not deny the right of any employee to appeal to the Board from administrative decisions on important matters except those that are outside the Board's legal authority, provided that the Executive Director has been notified of the forth-coming appeal and that it is processed in accordance with the Board's policy on complaints and grievances. Staff members are also reminded that Board meetings are public meetings. As such, they provide an excellent opportunity to observe first hand the Board's deliberations on problems of staff concern.

### **Board Communications to Staff**

All official communications, policies, and directives of staff interest and concern will be communicated to staff members through the Executive Director. The Executive Director will develop appropriate methods to keep staff fully informed of the Board's problems, concerns, and actions.

### **Visits to Schools**

Individual Board members interested in visiting schools or classrooms will inform the Executive Director of such visits and make arrangements for visitations through the Directors of the various programs. Such visits will be regarded as informal expressions of interest in school affairs and not as "inspections" or visits for supervisory or administrative purposes. Official visits by Board members will be carried on only under Board authorization.

***Adoption Date:*** September 26, 2007

***Revised:***

***Source:*** MASC Policy Reference

***Legal References:***

**Section: G**  
**Category: PERSONNEL**  
**File: GBEA**

## **CODE: STAFF ETHICS/CONFLICT OF INTEREST**

The Board expects members of its professional staff to be familiar with the code of ethics that applies to their profession and to adhere to it in their relationships with students, parents, coworkers, and officials of the member districts.

No employee of the Board will engage in or have a financial interest in, directly or indirectly, any activity that conflicts or raises a reasonable question of conflict with his duties and responsibilities with the Collaborative. Nor will any staff member engage in any type of private business during school time or on Collaborative property.

Employees will not engage in work of any type where information concerning customer, client, or employer originates from any information available to them through Collaborative sources.

Moreover, as there should be no conflict of interest in the supervision and evaluation of employees, at no time may any administrator responsible for the supervision and/or evaluation of an employee be directly related to him.

The Executive Director and/or Human Resource Director may request LPVEC staff or members of the Board to present questions or issues pertaining to the Conflict of Interest Law for Municipal Employees (M.G.L. c. 268A). Upon such request, the LPVEC staff or Board member will be expected to provide a copy of the response from the Commission's legal division to the Executive Director and/or Human Resource Director.

***Adoption Date:*** September 26, 2007

***Revised:*** August 17, 2011

***Source:*** MASC Policy Reference

***Legal References:*** MGL 71:52; 268A:1 et seq.

**Section: G**  
**Category: PERSONNEL**  
**File: GBEB**

## **CODE: STAFF CONDUCT**

Our reputation in the communities we serve will be determined by the work we do, the services we provide, and by the employee's who represent us. We are proud of those who work for us and employees can be proud of the positions of trust they hold. We must continue to earn that trust in everything we do. We expect that employees will maintain the highest degree of integrity and honesty. The community will judge the LPVEC by the actions of its employees.

We have established certain policies that we feel are important. Some have to do with personal conduct and integrity. Others are about how we present ourselves to the communities we serve. All of these are important to our success and must be a commitment that will be shared by all employees.

Employees are expected to conduct themselves in a professional manner at all times. Please remember that we are guests in the schools as well as representatives of the LPVEC.

LPVEC staff is expected to follow regulations of the school in which they work. All staff members should introduce themselves to the building principal on their first day in the building and request from the principal information on any special school rules and regulations. The building principal should be informed of any special considerations regarding the LPVEC class or individual students.

Itinerant teachers and/or therapists should introduce themselves to the building principal before they begin work in the building. They also are to inform the principals, in writing, of their schedule in that school and keep them updated as changes occur. They should check in and out of the principal's office whenever they are in the school.

Classroom space for the LPVEC programs is arranged through a formal agreement among all participating communities. All staff working in a program is expected to do all programming in the classroom, with assistance from their supervisor. Any space other than that assigned to the program is to be used only upon the approval of the school administration.

School superintendents have granted permission to use available AV equipment, duplication equipment, and other instructional equipment available in a school. However, these items are under the control of the building principal and therefore, individual arrangements must be made with the principal. If problems arise, teachers are to consult with their supervisor.

The LPVEC is responsible for providing all program supplies and materials; these include duplicator paper, pencils, textbooks, construction paper, etc. Staff are to order these materials using the requisitions through the LPVEC office.

The principal and the LPVEC supervisor are to be notified in advance of any scheduled visitors to your program. All visitors must report to the principal's office upon arrival at the school.

Teachers are not to eat or drink in the classrooms except as part of a feeding or cooking program.

***Adoption Date:***

***Revised:***

***Source:*** MASC Policy Reference

***Legal References:***

***Lower Pioneer Valley Educational Collaborative  
Board of Directors Policy***

**Section: G**  
**Category: PERSONNEL**  
**File: GBEC**

## **CODE: GIFTS TO AND SOLICITATIONS BY STAFF**

### GIFTS

Employees are prohibited from accepting any gifts or favors of monetary value from students/consumers, family members, employees, suppliers of services of the LPVEC, or from anyone whose interests may be served by the employee's performance or non-performance of his/her duties.

Acceptance of nominal gifts in keeping with special occasions, such as Christmas, marriage, retirement, or illness, is permitted.

### SOLICITATIONS

Solicitation, either written or verbal, by a LPVEC employee to another employee is prohibited, while either the person doing the solicitation or the person being solicited is on working time and LPVEC or School District.

Distribution of printed materials unrelated to an individual's work at the LPVEC is strictly prohibited at all times in working areas of the LPVEC or School District's facilities. Distribution of such materials by employees may be done during non-working times in non-working areas to employees who are not on working time. Printed materials include advertising material, handbills, or other literature.

Solicitation or distribution of materials by a non-employee is strictly prohibited on the LPVEC's or School District's property.

***Adoption Date:*** September 26, 2007

***Revised:***

***Source:***

***Legal References:***

**Section: G**  
**Category: PERSONNEL**  
**File: GBEC**

## **CODE: POLICY ON DRUG-FREE WORKPLACE**

The Drug-Free Workplace Act of 1988 requires some Federal contractors and all Federal grantees to agree that they will provide drug-free workplaces as a precondition of receiving a contract or grant from a Federal agency.

As a grant recipient, the Collaborative must maintain a drug-free workplace and take comprehensive, programmatic steps to achieve a workplace free of drugs as follows:

1. Publish and give a policy statement to all covered employees informing them that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the covered workplace and specify the actions that will be taken against employees who violate the policy.
2. Establish a drug-free awareness program to make employees aware of
  - a) the dangers of drug abuse in the workplace;
  - b) the policy of maintaining a drug-free workplace;
  - c) any available drug counseling, rehabilitation, and employee assistance programs; and
  - d) the penalties that may be imposed upon employees for drug abuse violations.
3. Notify employees that as a condition of employment, the employee must:
  - a) abide by the terms of the policy statement; and
  - b) notify the Collaborative's Human Resource Manager, in writing, within five calendar days, if he or she is convicted of a criminal drug violation in the workplace. *The notification requirement does not apply, however, to drug offenses occurring outside of the workplace. Employees are not required to report drug arrests, only convictions.*
4. Notify the Federal grant agency within 10 days after receiving notice that an employee has been convicted of a criminal drug violation in the workplace. *Upon receiving notice of an employee's conviction of a criminal drug statute occurring in the workplace, the Collaborative must provide written notice within ten calendar days to the appropriate person or office in the Federal agency from which he or she receives a contract or grant. The notice must include the convicted employee's position title and grant or contract*

*identification number. The Collaborative must notify the appropriate Federal contact regardless of how it is informed of the employee's conviction (i.e., by the employee, a co-worker, the newspaper, etc.)*

5. Impose a penalty on—or require satisfactory participation in a drug abuse assistance or rehabilitation program by—any employee who is convicted of a reportable workplace drug conviction.

*Upon receiving notice of an employee's conviction of a criminal drug statute occurring in the workplace, the Collaborative must take appropriate action within 30 calendar days. Options include:*

- a) *taking appropriate personnel action against employee up to and including termination (consistent with requirements of the Rehabilitation Act of 1973 and the Americans with Disabilities Act ), or*
  - b) *requiring the employee's satisfactory participation in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, state or local health, law enforcement or other appropriate agency. Regardless of which action the Collaborative chooses, the response should be applied consistently and fairly. Although each case should be evaluated individually, it is generally in the Collaborative's best interest, particularly legally, to treat similar offenses with similar consequences.*
6. Make an ongoing, good faith effort to maintain a drug-free workplace by meeting the requirements of the Act.

**Adoption Date:** September 26, 2007

**Revised:**

**Source:**

**Legal References:**



**Section: G**  
**Category: PERSONNEL**  
**File: GBEC**

## **CODE: POLICY ON DRUG-FREE WORKPLACE**

Illegal drug and alcohol abuse in the work place are a danger to us all. They impair safety and health, promote crime, lower productivity and quality, and undermine public confidence in the work we do.

In compliance with the Drug-Free Work Place Act of 1988 and the Federal Drug-Free Schools and Communities Act Amendments of 1989, the LPVEC is committed to maintaining a drug and alcohol free work place.

Employees have the right to know the dangers of drug and alcohol abuse in the work place, the LPVEC Board of Governors' policy about them, and the assistance available to combat drug and alcohol problems. The LPVEC shall use its best efforts to maintain privacy and confidentiality to those employees seeking and/or accepting services.

Employees shall not be under the influence or engage in manufacture, possession, consumption, use, or distribution of either illegal drugs or alcohol on school premises or during a school-sponsored activity at any location.

Any employee violating the above policy is subject to appropriate disciplinary action, up to and including termination and referral for prosecution. However, the recommended course of action is to have employees prior to a drug or alcohol-related incident subjecting the employee to disciplinary action, obtain rehabilitative help through a referral assistance program, up to and including those benefits under their health coverage. Employees may self-refer, may be referred by their immediate supervisor, or may be referred by their families.

As a condition of employment, all employees of the LPVEC are required to comply with the prohibition against drugs and alcohol in the work place, and to notify the LPVEC Executive Director, within five (5) days, after any criminal drug statute conviction (including pleas of guilty, nolo contendere, or any other disposition which does not result in an acquittal, for a violation occurring within the work place.)

Under federal law, the LPVEC Director must notify the grant providing federal agency within 10 days of receipt of notice of a criminal drug statute conviction for a violation occurring within the work place (see Employee Conviction/Disposition Report on Page 19). Within 30 days of receiving notice, the LPVEC Board of Governors must take appropriate personnel action against the employee, up to and including termination and referral for prosecution, and/or require the employee to satisfactorily participate in an approved substance abuse assistance or rehabilitation program. Such programs may, or may not, be fully covered by health insurance benefits. In no event will that cost accrue to the LPVEC.

Any disciplinary action in connection with employee violations of this policy will be conducted in accordance with the provisions of any applicable LPVEC policy and statutes in effect at the time of such disciplinary action.

In the event any provision or part of this policy shall, for any reason, be in conflict with, or rendered illegal or unenforceable by, the Federal Drug-Free Work Place Act of 1988 and/or the Federal Drug-Free Schools and Communities Act Amendments of 1989, or any existing or future regulations promulgated there under, said laws and/or regulations shall supersede any such provision or part and the provision or part so affected shall

no longer be operative but the remaining provisions or parts shall continue in full force and effect. The Federal Drug-Free Work Place Act of 1988 and/or the Federal Drug-Free Schools and Communities Act Amendments of 1989 will construe under, and as defined the words used herein.

ALL EMPLOYEES ARE REQUIRED TO ACKNOWLEDGE THAT THEY HAVE READ THE ABOVE POLICY AND AGREE TO ABIDE BY IT IN ALL RESPECTS. BY LAW, THIS ACKNOWLEDGMENT AND AGREEMENT IS REQUIRED AS A CONDITION OF CONTINUED EMPLOYMENT.

***Adoption Date:***

***Revised:***

***Source:***

***Legal References:***

**Section: G**  
**Category: PERSONNEL**  
**File: GBED**

## **CODE: TOBACCO-FREE WORKPLACE**

Smoking or the use of tobacco within Collaborative buildings, facilities, or on Collaborative property or vehicles, by any individual, including school personnel, is prohibited.

Staff members who violate this policy will be referred to the Executive Director for disciplinary action.

***Adoption Date:*** September 26, 2007

***Revised:***

***Source:*** MASC Policy Reference

***Legal References:*** MGL 71:37H

**Section: G**  
**Category: PERSONNEL**  
**File: GBGC**

## **CODE: EMPLOYEE ASSISTANCE/WELLNESS PROGRAM**

The LPVEC has contracted with an outside vendor to provide **confidential and voluntary** assistance to all employees and their family members who may be faced with dynamic challenges of financial concerns, legal issues, alcohol or drug problems, marital problems, illness of a family member, emotional worries, child care problems, etc.

EAP counselors are available to meet with employees or family members to assess a problem and develop a plan for resolution. The counselors may suggest a referral to an outside resource, such as a therapist, agency, physician, treatment facility, or other professional that would be appropriate to assist in resolving the problem or situation. Where an employee may be in need of information, a referral or suggestion may be made over the telephone. There is no charge for employees or their families to use the services of the EAP.

Employees who need to visit the EAP during regular work hours must use sick, vacation, or personal time. If illness is involved, sick, vacation and/or personal time may be used for treatment or rehabilitation on the same basis that it is granted for other health problems.

The EAP counselors will make every effort to coordinate referral for ongoing treatment with the employee's health insurance coverage as well as his/her ability to pay.

When an employee's job performance or attendance is unsatisfactory or there appears to be signs of other problems during the workday, the supervisor should counsel the employee in consultation with the Director, Human Resources or designee with an end toward resolving the situation. If the employee appears to be unable or unwilling to correct the situation, the employee may accept or refuse participation in the EAP. However, there may be situations where continued employment at LPVEC may be contingent upon the employee calling the EAP for assistance.

Participation in the EAP program does not jeopardize job security or promotional opportunities. However, it does not excuse the employee from following LPVEC policies and procedures or meeting required standards for satisfactory job performance except where specific accommodations are required by law.

**REMINDER: All contact between an employee and the EAP is held strictly confidential. In cases where an employee's continued employment is contingent upon calling the EAP, the EAP counselor will only verify whether or not the employee has contacted the EAP and if ongoing treatment is necessary and being followed by the employee.**

***Adoption Date:*** September 26, 2007

***Revised:***

***Source:*** MASC Policy Reference

***Legal References:***

**Section: G**  
**Category: PERSONNEL**  
**File: GBI**

**CODE: STAFF PARTICIPATION IN POLITICAL ACTIVITIES**

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

***Adoption Date:*** September 26, 2007

***Revised:***

***Source:***

***Legal References:***

**Section: G**  
**Category: PERSONNEL**  
**File: GBJ**

## **CODE: PERSONNEL RECORDS**

Employee files are maintained by the Human Resources Department and are considered **confidential**. Managers and supervisors other than the Human Resources Department may only have access to personnel file information on a need-to-know basis. A manager or supervisor considering the hire of a former employee or transfer of a current employee may be granted access to the file. Personnel files may not be taken outside of the department.

The following information is required to be maintained in the employee's personnel file and **it is the employee's responsibility to ensure that all required information is submitted to the LPVEC central office prior to start of employment:**

- Resume and/or employment application;
- College transcripts (professional staff);
- Three (3) letters of recommendation (at least 1 **must** be professional and 1 **must** be from the current/last employer, the last can be a personal reference);
- Certification (professional staff) and applicable licensure (if applicable);
- Income tax forms - *W4* and *M4*;
- Health insurance application or waiver;
- Birth certificate and marriage certificate (if applicable);
- Two forms of identification as required by the United States Immigration and Naturalization Service (I-9 Form);
- Completed retirement form (if applicable);
- Hepatitis B Vaccine Form;
- Emergency information form;
- Receipt of Employee *Handbook* form (with employee's signature);
- Direct deposit form (if applicable);
- Signed job description;
- Signed contract must be returned within ten (10) days of receipt;
- Acknowledgement of *Employee Handbook* (with employee's signature);
- Physical Ability Statement; and
- Dental Insurance Application (if applicable).

To keep necessary records up to date, it is **EXTREMELY IMPORTANT** that you notify the Human Resources Department of any changes in:

- Name and/or Marital Status
- Address and/or Telephone Number
- # of Eligible Dependents
- W-4 Deductions
- Person to contact in case of emergency

Staff having changes with NAME, ADDRESS, OR TELEPHONE NUMBER, must contact the LPVEC central

office to obtain an *Information Card*. The updated *Information Card* must be returned within ten (10) days of the change to ensure proper notification to all departments.

Personnel files are LPVEC's property. You may review your personnel file at any reasonable time and obtain copies of documents therein upon written request. If you do not agree with any of the information in the file, then you may submit a written statement explaining your position, which will be included in the file. It is LPVEC's policy not to release any information about you, other than the dates of employment and job title, to external sources without your prior written consent, except where such release is authorized by law.

***Adoption Date:***

***Revised:***

***Source:***

***Legal References:*** Family Educational Rights and Privacy Act, Sec. 438, P.L. 90-247, Title IV, as amended 88 Stat. 571-574 (20 U.S.C. 1232g) and regulations

**Section: G**  
**Category: PERSONNEL**  
**File: GBK**

## **CODE: STAFF COMPLAINTS AND GRIEVANCES**

The Board encourages Collaborative administration to develop effective means of resolving differences that may arise among employees and between employees and administrators; reduce potential areas of grievances; and establish and maintain recognized channels of communication between the staff, administration, and Board of Directors.

It is the Board's desire that grievance procedures provide for prompt and equitable adjustment of differences at the lowest possible administrative level, and that each employee be assured opportunity for an orderly presentation and review of complaints and concerns.

Channels established will provide for the following:

1. That Collaborative employees may appeal a ruling of a supervisor or other administrator to the Executive Director.
2. That Collaborative employees may appeal a ruling of the Executive Director to the Board, except in those areas where the law has specifically assigned authority to the supervisor and/or the executive director and Board action would be in conflict with that law.
3. That all hearings of complaints before the Chair of the Board be conducted in the presence of the administrator who made the ruling that is the subject of the grievance.

**Adoption Date:** September 26, 2007

**Revised:**

**Source:** MASC Policy Reference

**Legal References:**



**Section: G**  
**Category: PERSONNEL**  
**File: GCAA**

## **CODE: COMPUTER USE POLICY -- EMPLOYEES**

Internet use is a *privilege*, which is provided to staff and students to conduct research and support educational endeavors. Communications over the network are often public in nature; therefore, general rules and standards for professional behavior and communications will apply. Employees shall not utilize the network, electronic mail, and telecommunications to share confidential information about students or other employees. The Executive Director or his/her designee must approve publication of web pages on either the LPVEC or a member district network prior to publication.

School district network administrators and those responsible for managing the local area network may review files and communications to maintain system integrity and to ensure that staff members are using the system responsibly. Staff should not expect files stored on district servers to be private.

*The following behaviors are **not** permitted on LPVEC or district networks:*

- ∅ Sharing confidential information about students or employees.
- ∅ Sending or displaying offensive messages or pictures; accessing, transmitting, displaying, or using obscene language and material.
- ∅ Participating in partisan politics.
- ∅ Participating in any communications that facilitate gambling, the illegal sale or use of drugs or alcohol, criminal gang activity, or any other violation of the law. This includes threatening, intimidating, or harassing any other person or engaging in "spamming" ("spamming" means sending annoying or unnecessary messages to large numbers of people).
- ∅ Engaging in any form of discrimination, including sexual harassment.
- ∅ Engaging in practices that threaten the integrity of the network (i.e. loading files that may introduce viruses).
- ∅ Violating copyright laws.
- ∅ Using others' passwords without express authorization.
- ∅ Trespassing in others' folders, documents, or files.
- ∅ Intentionally wasting limited resources.
- ∅ Employing the network for commercial purposes or financial gain.
- ∅ Violating regulations prescribed by the network provider.

∅ Conducting union business unless permitted under a collective bargaining agreement.

All information transmitted by, received from, or stored on LPVEC systems are the property of LPVEC. Therefore, no expectation of privacy in connection with the use of these systems or with the transmission, receipt, or storage of information on these systems should be expected.

LPVEC may monitor the use of these systems at any time at its discretion. Such monitoring may include printing and reading all e-mail entering, leaving, or stored in LPVEC systems. Network administrators or their designee will report all inappropriate behavior to the employee's supervisor and/or administrator who will take appropriate disciplinary action. Any other reports of inappropriate behavior, violations, or complaints will be routed to the employee's supervisor for appropriate action. Violations may result in a loss of access and/or disciplinary action consistent with local, state, and federal law. When applicable, law enforcement agencies may become involved. (Children's Internet Protection Act - April 20, 2001)

***Adoption Date:***

***Revised:***

***Source:***

***Legal References:***

**Section: G**  
**Category: PERSONNEL**  
**File: GCBD-A**

## **CODE: HEALTH BENEFITS FOR RETIREES**

The Board of Directors of the Lower Pioneer Valley Educational Collaborative (LPVEC) hereby adopt the following policy relative to the offering, at the sole discretion of the Board of Directors, of certain health benefits to otherwise eligible retirees of the LPVEC.

1. This policy shall only be considered effective to the extent that the Board of Directors retains full and complete discretion and control to offer, to cease offering, and/or to alter the offering of any and all health benefits to otherwise eligible retirees of the LPVEC. This policy does not create a contractual obligation or an entitlement for any individual.
2. For the purposes 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 the LPVEC with a minimum of ten (10) years of full time service with the LPVEC and/or any of its member school districts. Further, retirees must have participated in Collaborative offered health plan for a minimum of one year immediately prior to retirement in order to be eligible to participate in Collaborative offered health plan as a retiree.
3. Retirees who are eligible to participate in accordance with paragraph #2 of this policy shall be enrolled in one of the health benefit plans offered by the Collaborative 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 the Collaborative, provided that the Collaborative offers a Medicare Supplement Plan. In addition to offering a Medicare Supplement Plan, the Collaborative shall endeavor to offer health benefit plan(s) for those retirees who are eligible under paragraph #2 of this policy but who are not Medicare-eligible. Should the Collaborative be able to offer health benefit plan(s) for non-Medicare-eligible retirees, the interested retirees must submit evidence to the Collaborative which establishes, to the satisfaction of the Collaborative, that they are not Medicare-eligible.
4. In order to be considered eligible to participate in a plan offered by the 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 the Collaborative past age 65, then such an employee must enroll in Medicare Parts A & B as soon as is legally permissible. Only those retirees who enroll in Medicare in accordance with the policy may be entitled to receive any benefit from the Collaborative. Retirees who are not enrolled in Medicare Part A and Part B in accordance with the timeliness specified in this policy shall not be eligible to continue to receive any benefit from the Collaborative.
5. The Collaborative shall contribute an amount equal to fifty percent (50%) of an individual plan's monthly contribution rate for eligible retirees who enroll in a plan offered by the Collaborative whether or not the plan is a group plan or a Medicare Supplement Plan. Should the Board of Directors not be able to, or choose not to, offer a group plan which allows retirees to participate, then the Collaborative will have no obligation under this policy. Should the Board of Directors choose to not offer a Medicare Supplement Plan, then upon reaching the age for Medicare eligibility, retirees shall not be eligible to continue on any Collaborative offered plan.
6. If a retiree is eligible for participation under this policy, then the retiree's spouse shall also be eligible to participate. This right to participate shall survive the death of the Collaborative retiree, and the surviving spouse shall be entitled to the fifty percent (50%) Collaborative contribution rate until such time as he/she shall remarry, at which time the health insurance benefit shall cease.

7. Retirees shall be responsible for making full payment of their share of the premium within thirty (30) days from the premium due date to the Collaborative Administrative Office. Should any enrolled retiree fail to make such premium payment, they shall be considered dropped from the plan.
8. 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 or to cease the offering of any or all health benefit plans or benefits.

***Adoption Date:*** September 26, 2007

***Revised:*** January 18, 2012

***Source:***

***Legal References:***

**Section: G**  
**Category: PERSONNEL**  
**File: GCBD-A**

**CODE: COBRA**

***Consolidated Omnibus Budget Reconciliation Act (COBRA)***

The law — the Consolidated Omnibus Budget Reconciliation Act (COBRA) — helps workers and their families keep their group health coverage during times of voluntary or involuntary job loss or reduction in the hours worked.

COBRA generally requires that group health plans sponsored by employers offer employees and their families the opportunity for a temporary extension of health coverage (called continuation coverage) in certain instances where coverage under the plan would otherwise end.

Several events that can cause workers and their family members to lose group health coverage which result in the right to COBRA coverage include:

- Voluntary or involuntary termination of the covered employee’s employment for reasons other than gross misconduct
- Reduced hours of work for the covered employee
- Covered employee becoming entitled to Medicare
- Divorce or legal separation of a covered employee
- Death of a covered employee
- Loss of status as a dependent child under plan rules

Under COBRA, the employee may qualify to keep their group health plan benefits for a set period of time, depending on the reason for losing the health coverage. The following represents some basic information on periods of continuation coverage:

<b>Qualified Beneficiary</b>	<b>Qualifying Event</b>	<b>Period of Coverage</b>
Employee	Termination	18 months*
Spouse	Reduced Hours	
Dependent Child		
Spouse	Entitled to Medicare	36 months
Dependent Child	Divorce or legal Separation	
	Death of Covered employee	
Dependent Child	Loss of Dependent Child status	36 months

*\*This 18-month period may be extended for all qualified beneficiaries if certain conditions are met in cases where a qualified beneficiary is determined to be disabled for purposes of COBRA.*

However, COBRA also provides that your continuation coverage may be cut short in certain cases.

## Notification Requirements

- An initial notice must be furnished to covered employees and spouses, at the time coverage under the plan commences, informing them of their rights under COBRA and describing provisions of the law. COBRA information also is required to be contained in the plan's summary plan description (SPD)
- When the plan administrator is notified that a qualifying event has happened, it must in turn notify each qualified beneficiary of the right to choose continuation coverage
- COBRA allows at least 60 days from the date the election notice is provided to inform the plan administrator that the qualified beneficiary wants to elect continuation coverage
- Under COBRA, the covered employee or a family member has the responsibility to inform the plan administrator of a divorce, legal separation, disability or a child losing dependent status under the plan
- Employers have a responsibility to notify the plan administrator of the employee's death, termination of employment or reduction in hours, or Medicare entitlement
- If covered individuals change their marital status, or their spouses have changed addresses, they should notify the plan administrator

## Premium Payments

- Qualified individuals may be required to pay the entire premium for coverage up to 102% of the cost to the plan. Premiums may be higher for persons exercising the disability provisions of COBRA. Failure to make timely payments may result in loss of coverage
- Premiums may be increased by the plan; however, premiums generally must be set in advance of each 12-month premium cycle
- Individuals subject to COBRA coverage may be responsible for paying all costs related to deductibles, and may be subject to catastrophic and other benefit limits

***Adoption Date:***

***Revised:***

***Source:*** MASC Policy Reference

***Legal References:***

**Section: G**  
**Category: PERSONNEL**  
**File: GCBD-B**

## **CODE: HEALTH BENEFITS FOR SURVIVORS**

The Board of Directors of the Lower Pioneer Valley Educational Collaborative (LPVEC) does hereby adopt the following policy relative to the offering, at the sole discretion of the Board of Directors, of certain health benefits to the surviving spouse/family of LPVEC staff who die while in active Collaborative employment.

1. This policy shall only be considered effective to the extent that the Board of Directors retains full and complete discretion and control to offer, to cease offering, and/or to alter the offering of any and all health benefits to otherwise eligible employees and retirees of the Collaborative. This policy does not create a contractual obligation or an entitlement for any individual.
2. For the purpose of this policy, surviving spouse/family shall be defined as those persons who are covered by the employee's Collaborative health insurance plan at the time of the employee's death.
3. The surviving spouse/family who are eligible to participate in accordance with Paragraph #2 of this policy shall be entitled to continue enrollment in one of the health benefit plans offered by the Collaborative up to the date the individual becomes eligible for Medicare. Upon reaching the age of Medicare eligibility, the surviving spouse/family must enroll in Medicare and will be eligible to enroll in a Medicare Supplement Plan offered by the Collaborative, provided that the Collaborative offers such a Medicare Supplement Plan. In addition to offering a Medicare Supplement Plan, the Collaborative shall endeavor to offer health benefits plan(s) for those spouse/family who are eligible under paragraph #2 of this policy but who are not Medicare eligible. Should the Collaborative be able to offer health benefit plan(s) for non-Medicare-eligible individuals, then interested individuals must submit evidence to the Collaborative which establishes that they are not Medicare eligible.
4. In order to be considered eligible to participate in a plan offered by the Collaborative Medicare, eligible spouses/family must enroll in Medicare Parts A & B during the Medicare enrollment period which is closest in time to the individual's sixty-fifth birthday. If the death of the LPVEC employee occurs after the surviving spouse's sixty-fifth birthday, then such individual must enroll in Medicare Parts A & B as soon as is legally permissible. Only those surviving individuals who enroll in Medicare in accordance with the policy will be entitled to receive any benefit from the Collaborative. Surviving spouse/family who do not enroll in Medicare Parts A & B in accordance with the timeliness specified in this policy shall not be eligible to continue to receive any benefit from the Collaborative under this policy.
5. The Collaborative shall continue to contribute to an eligible survivor's health plan monthly premiums whether the plan is a group plan or a Medicare Supplement Plan. Should the Board of Directors not be able to, or choose not to, offer a group plan which allows surviving spouses/family to participate, then the Collaborative will have no obligation under this policy. Should the Board of Directors choose not to offer a Medicare Supplement Plan, then upon reaching the age of sixty-five any individual who is not eligible for Medicare Part A & B may continue to participate in the Collaborative health insurance plan under the same conditions as those in effect prior to reaching age sixty-five.

6. The surviving spouse of any LPVEC employee who dies while employed by the Collaborative and who participates in Collaborative health insurance will be eligible to continue such participation until such time as he/she remarries. The surviving spouse will be responsible for their share of the cost of the health insurance premium.
7. The Collaborative will continue to contribute to the survivor's health insurance premium at the same rate as that for active eligible employees.
8. Surviving spouses shall be responsible for making full payment of their share of the premium within thirty (30) days from the premium due date to the Collaborative Administrative Office. Should any enrolled survivor fail to make such premium payment, then they shall be considered dropped from the plan.
9. Nothing in this policy guarantees nor should be considered to guarantee health benefits to any surviving spouse. 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 or all health benefit plans or benefits.

***Adoption Date:*** September 26, 2007

***Revised:***

***Source:***

***Legal References:***



**Section: G**  
**Category: PERSONNEL**  
**File: GCBD-C**

## **CODE: FLEXIBLE BENEFIT PLAN**

The Collaborative flexible benefit plan is a way of providing employees with valuable benefits-where both the Collaborative and its employees save significant amounts on taxes. Employees are given a choice to "redirect" part of their salary. Each employee then uses the "redirected" part of his salary to purchase benefits from a variety of non-taxable benefits offered by the plan.

Allowable benefits are dependent care assistance programs (daycare), uninsured medical, dental and vision care expenses not covered by the typical group medical plan, and group life, medical and disability premiums otherwise paid by the employee. Employees select the benefits which best suit their needs.

The primary benefit for employees is that they are not taxed on the salary they redirect into each benefit account, nor are they taxed when reimbursements are made. Therefore, employees can now pay for expenses with pre-tax dollars.

***Adoption Date:*** September 26, 2007

***Revised:***

***Source:***

***Legal References:***

**Section: G**  
**Category: PERSONNEL**  
**File: GCBD**

## **CODE: PROFESSIONAL STAFF FRINGE BENEFITS**

Eligibility for LPVEC benefits will comply with state and federal regulation and guidelines. Collaborative employees must work a minimum of 20 hours per week to be eligible.

LPVEC employees are eligible to join any of the health and dental plans at their time of hire or at the open enrollment date of July 1<sup>st</sup>. To be added to a plan at any other time, application must be submitted to the insurance underwriter for approval along with documentation proving loss of coverage or other qualifying event, from another plan.

Upon voluntary termination of employment (for reasons other than "gross misconduct"), an employee may continue his/her medical insurance under the LPVEC's group plan for an additional 18 months or 36 months for certain qualifying events and beneficiaries. Under this agreement, the employee must pay the full cost of the premium in advance (**Consolidated Omnibus Budget Reconciliation Act of 1985**).

Failing to return to work upon the conclusion of 12 weeks of leave, including but not exclusive to FMLA and Workers' Compensation, an employee may continue his/her medical insurance under the LPVEC's group plan for an additional 18 or 36 months for certain qualifying events and beneficiaries. Under this agreement, the employee must pay the full cost of the premium in advance (**Consolidated Omnibus Budget Reconciliation Act of 1985**).

### **HEALTH BENEFITS FOR RETIREES**

Health benefits extend to eligible LPVEC retirees as adopted by the Board of Governors on .

Eligibility requires that an employee retiring from the LPVEC have a minimum of 10 years of continuous service, has worked an average minimum of 20 hours per week with the LPVEC and/or any of its member school districts, and has participated in a LPVEC-offered health plan for a minimum of one year immediately prior to retirement.

Eligible retirees will remain enrolled in one of the health benefit plans offered by the LPVEC 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 the LPVEC, provided that the LPVEC offers a Medicare Supplement Plan.

A complete copy of this policy is available in the Human Resources Department.

### **HEALTH BENEFITS FOR SURVIVING SPOUSE/FAMILY OF ACTIVE EMPLOYEE**

Health benefits extend to eligible surviving spouse and/or family of LPVEC staff who die while in active LPVEC employment as adopted by the Board of Governors on .

For the purpose of this policy, surviving spouse/family shall be defined as those persons who are covered by the employee's LPVEC health insurance plan at the time of the employee's death. The surviving spouse/family who are eligible are entitled to continue enrollment in one of the health benefit plans offered by the LPVEC up

to the date the individual becomes eligible for Medicare. Upon reaching the age of Medicare eligibility, the surviving spouse/family must enroll in Medicare and will be eligible to enroll in a Medicare Supplement Plan offered by the LPVEC, provided that the LPVEC offers such a Medicare Supplement Plan.

A complete copy of this policy is available in the Human Resources Department.

***Adoption Date:***

***Revised:***

***Source:***

***Legal References:***

**Section: G**  
**Category: PERSONNEL**  
**File: GCC**  
**GCCAB**  
**GCCAC**  
**GCCAD**

## **CODE: PROFESSIONAL STAFF LEAVES AND ABSENCES**

A Leave of Absence (LOA) is defined as a paid or unpaid approved absence from work for a specified period of time for medical, parental, military or personal reasons. **(NOTE: LOA categories are explained below)**. If an employee finds that he or she must be out of work for more than three days, he or she should contact the Human Resources Department to determine if a LOA may be necessary.

While on LOA, an employee must contact the Human Resources Department at least every 30 days; failure to do so may result in voluntary termination. Failure to return to work upon the expiration of LOA or refusing an offer of reinstatement for which the employee is qualified will also result in voluntary termination.

An employee may request an unpaid LOA for up to one school year. The approval of this request will be at the sole discretion of the Board of Directors. At the very minimum, the employee must show evidence of his/her commitment to return to work at the conclusion of the leave. Benefits will not be earned during the leave. All benefits earned prior to the leave will remain in tact during the leave with resumption of earnings upon return to work. Health insurance coverage will not be allowed during an unpaid Board-approved leave. The employee will be offered COBRA coverage. While on Board-approved LOA, the employee may not be employed elsewhere. Failure to comply may result in the revocation of the LOA and termination. Military leave requests covered by the Uniformed Services Employment and Reemployment Rights Act (USERRA) are not subject to the restrictions of this policy.

No leave of absence, with or without pay, will be granted to accommodate an employee's vacation plans as adequate time for that purpose is afforded during school vacation breaks throughout the school year.

### ***Required Documentation***

All requests for a LOA must be made on an *Employee Request for Leave* form and submitted to the immediate supervisor. This form can be obtained from LPVEC Central Office. An employee must provide 30 days' advance notice when the need for the leave or absence is foreseeable, for example, if medical treatments or other events are planned or known in advance. If the LOA is not foreseeable, the employee must provide notice to his or her immediate supervisor as soon as practicable.

### ***Approval***

The immediate supervisor and the Director of Human Resources will review the request. The employee will be notified as to whether the request was approved and if the leave is being designated as FMLA leave. A LOA will not be granted to allow an employee time off to seek employment elsewhere or to work for another employer. Employees who begin employment elsewhere while on LOA, except military reserve duty, will be considered to have quit voluntarily.

### ***Job Benefits***

The LPVEC will pay its portion of the cost of the employee's benefits including health insurance benefits while an employee is on an approved LOA up to the maximum length of leave; the employee must continue to pay his or her portion of the benefits. After the maximum leave time allowed, employees will be offered COBRA coverage.

Benefits payments may be made by payroll deductions (when applicable) or by submitting a check monthly to the Human Resources Department, unless other arrangements have been made. If the employee fails to pay his or her portion of the benefits for more than 30 days, upon 15 days written notice, the employer's obligation to continue healthcare coverage ceases. If the employee's coverage(s) is terminated, the employee will be offered COBRA to continue benefits.

No vacation time or Leave with Pay will accrue while an employee is on a LOA. Except as otherwise provided by law, time spent on a LOA, except for military reserve duty, will not be counted as time employed in determining an employee's eligibility for benefits that accrue on the basis of length of employment.

***Adoption Date:*** September 26, 2007

***Revised:***

***Source:***

***Legal References:***

**Section: G**  
**Category: PERSONNEL**  
**File: GCC**  
**GCCAB**  
**GCCAC**  
**GCCAD**

## **CODE: PROFESSIONAL STAFF LEAVES AND ABSENCES**

A Leave of Absence (LOA) is defined as a paid or unpaid approved absence from work for a specified period of time for medical, parental, military or personal reasons. See each LOA category below for a more complete definition of each type of LOA. If an employee finds that he or she must be out of work for more than **three days**, he or she is required contact the Human Resources Department to determine if a LOA may be necessary.

The maximum amount of LOA time, other than Board Approved LOA, an employee is allowed to take in any combination of LOAs is 12 weeks in a 12-month time period measured backward from the date an employee begins a LOA.

LOAs will start on the date of request or date of need; therefore, not after the exhaustion of paid time-off (PTO). While on LOA, an employee must contact the Human Resources Department at least every 30 days. Failure to contact HR every 30 days may result in voluntary termination. Failure to return to work upon the expiration of LOA or refusing an offer of reinstatement for which the employee is qualified will also result in voluntary termination.

An employee may request an unpaid LOA for up to one school year. The approval of this request will be at the sole discretion of the Board of Governors. The employee must show evidence of his/her commitment to return to work at the conclusion of the leave. Benefits will not be earned during the leave. All benefits earned prior to the leave will remain in tact during the leave with resumption of earnings upon return to work. Health insurance coverage will not be allowed during an unpaid Board Approved leave. The employee will be offered COBRA coverage. While on Board Approved LOA, the employee may not seek employment elsewhere. Failure to comply may result in the revocation of the LOA.

Military leave requests covered by the Uniformed Services Employment and Reemployment Rights Act (USERRA) and are not subject to the restrictions of this policy.

**Eligibility:** Employees who have at least 12 months of service and have worked at least half-time of their full-time position in the last consecutive 12 months are eligible.

**Required Documentation:** All requests for a LOA must be made on an "Employee Request for Leave" form and submitted to the immediate supervisor. This form can be obtained from Human Resources and is also available on the internet at [www.LPVEC.org](http://www.LPVEC.org). An employee must provide 30 days' advance notice when the need for the leave or absence is foreseeable; for example, if medical treatments or other events are planned or known in advance. If the LOA is not foreseeable, the employee must provide notice to his or her immediate supervisor as soon as practicable.

**Approval:** The immediate supervisor and the Human Resources Manager will review the request. The employee will be notified as to whether the request was approved and if the leave is being designated as FMLA leave. A LOA will not be granted to allow an employee time off to seek employment elsewhere or to work for another employer. Employees who begin employment elsewhere while on LOA, except military reserve duty, are considered to have quit voluntarily.

**Job Benefits:** The Lower Pioneer Valley Educational Collaborative will pay its portion of the cost of the employee's benefits including health insurance benefits while an employee is on LOA (maximum 12 weeks) the employee must continue to pay his or her portion of the benefits. After the maximum leave time allowed, employees will be offered COBRA coverage. Benefits payments may be made by payroll deductions (when applicable) or by submitting a check monthly to the Human Resources Department, unless other arrangements have been made. If the employee fails to pay his or her portion of the benefits for more than 30 days, upon 15 days written notice, the employer's obligation to continue healthcare coverage ceases. Upon the employee's return to work, the employer may recover through payroll deductions the employee's share of the missed premium payments. If the employee's coverage(s) is terminated, the employee will be offered COBRA to continue benefits.

While on LOA, employees are required to use any accrued paid time off (PTO) benefits until returning to work or the PTO bank has a balance of zero days.

No benefits will be accrued while an employee is on LOA. Except as otherwise provided by law, time spent on a LOA, except for military reserve duty, will not be counted as time employed in determining an employee's eligibility for benefits that accrue on the basis of length of employment.

***Adoption Date:***

***Revised:***

***Source:***

***Legal References:***

***Lower Pioneer Valley Educational Collaborative  
Board of Governors Policy***

**Section: G**  
**Category: PERSONNEL**  
**File: GCCC-E**

## **CODE: FAMILY AND MEDICAL LEAVE**

The LPVEC complies with all requirements of the Family and Medical Leave Act of 1993 (FMLA). The FMLA provides up to 12 weeks of unpaid, job-protected leave for eligible employees 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 the employee's own serious health condition that makes the employee unable to perform his or her job. FMLA leave may be taken in blocks of time, intermittently, or on a reduced leave schedule. Additional detailed information regarding the FMLA policy may be obtained from the LPVEC Human Resources Department.

**Eligibility:** Employees who have been employed for 12 months of service and have worked at least 1250 hours in the previous twelve months are eligible for FMLA leave. Where appropriate, the LPVEC will require physician certifications supporting the need for a LOA are required. Employees requesting LOAs for medical reasons, either their own or of an immediate family member, will be required to return medical certification forms within 15 days in order to be eligible for FMLA leave. "Certification of Health Care Provider" forms can be obtained from the Human Resources Department and can be found on the Department of Labor website at <http://dol.gov/esa/regs/compliance/whd/fmla/wh380.pdf>.

**Length of Leave:** Eligible employees are entitled to 12 weeks of unpaid, job-protected leave within a 12-month period, measured backwards from the first date of leave.

**Use of Vacation Time/Leave with Pay:** Employees on FMLA leave are required to exhaust all accrued, unused paid leave simultaneously with their FMLA leave.

**Job Protection and Returning to Work after a FMLA LOA:** If an employee is on a FMLA LOA due to medical reasons, the attending health care provider must complete a physician's statement prior to the employee returning to work. Eligible employees will be returned to the same or equivalent position with equivalent pay, benefits and other employment terms provided that medical documentation requirements have been met. Employees who fail to return to work after an FMLA LOA will be considered to have voluntarily resigned from their position.

### **PARENTAL LEAVE**

Full-time employees who are not eligible for FMLA leave and who have been employed for three (3) months will be granted a parental LOA of eight (8) weeks for the birth or adoption of a child. This parental leave may not be taken substantially before or after the birth or adoption. Conditions for adoption leave shall conform to federal and state regulations (M.G.L. Chapter 149, Section 105D) as amended by Chapter 318 of the Acts of 1989). Employees on Parental Leave may use, but are not required to use any accrued, unused vacation or Leave with Pay to provide compensation during leave.

If an employee is on a Parental LOA due to pregnancy, she must provide a statement from her attending health care provider certifying that she has been released to return to work, prior to her return to work. Eligible employees will be returned to the same or equivalent position with equivalent pay, benefits and other employment terms provided that medical documentation requirements have been met.

**Adoption Date:** September 26, 2007

**Revised:**

**Source:**

**Legal References:** P.L. 103-3 "Family and Medical Leave Act of 1993," 29 U.S.C. s2601 et seq.; Department of Labor Regulations, 29 C.P.R. Part 825; Va Code S 22.1-303



**Section: G**  
**Category: PERSONNEL**  
**File: GCCC-E**

## **CODE: FAMILY AND MEDICAL LEAVE**

**Family and Medical Leave (FMLA):** The Lower Pioneer Valley Educational Collaborative complies with all requirements of the Family and Medical Leave Act of 1993 (FMLA). The FMLA provides up to 12 weeks of unpaid leave for eligible employees 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 his or her job. The provisions of the FMLA have been incorporated into the LOA policies below. Additional detailed information regarding the FMLA policy may be obtained from the LPVEC Human Resources Department.

**Eligibility:** Employees who have at least 12 months of service and have worked at least 20 hours per week of their full-time position in the last consecutive 12 months are eligible. Employees may take FMLA for any of the following reasons: 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 his or her job. Physician certifications supporting the need for a LOA are required within 14 days of the date of request or as soon as practicable for all medical and some parental LOAs. For an extension of a medical LOA, re-certification is required. Re-certification may also be required in other circumstances. "Certification of Health Care Provider" forms can be obtained from the Human Resources Department and can be found on the internet at the Department of Labor website under "Form WH-380" <http://dol.gov/esa/regs/compliance/whd/fmla/wh380.pdf>. Medical certification is also required if the LOA is for the purpose of caring for a family member.

**Job Protection and Returning to Work after a FMLA LOA:** If an employee is on a FMLA LOA due to medical reasons, the attending health care provider must complete a physician's statement prior to the employee returning to work. Eligible employees will be returned to the same or equivalent position with equivalent pay, benefits and other employment terms provided that medical documentation requirements have been met.

**Medical Leave:** On occasion, an employee finds it necessary to be out of work due to a personal illness or to care for a family member who has a serious health condition (as defined by the FMLA). For purposes of this policy, a family member is defined as an employee's spouse, children and parents.

Medical Leave is designed to give benefits in accordance with the FMLA. If you have any questions concerning your eligibility, please contact the Human Resources Department.

If an employee is on a LOA due to medical reasons, the attending health care provider must complete a physician's statement prior to the employee returning to work. Eligible employees will be returned to the same or equivalent position with equivalent pay, benefits and other employment terms provided that medical documentation requirements have been met.

**Parental Leave:** A parental LOA may be granted to employees (male or female) for the birth of an employee's child. (This applies when there are no medical complications due to pregnancy or childbirth; if there are medical complications due to pregnancy or childbirth, a medical and/or parental LOA may apply.) A parental LOA may also be granted for placement of a child in the employee's care for adoption or foster care.

Conditions for adoption leave shall conform to federal and state regulations (M.G.L. Chapter 149, Section 105D) as amended by Chapter 318 of the Acts of 1989).

Upon making a request for a LOA, the employee may be required to provide documentation to support the birth or legal placement of a child. Parental leave also is designed to give benefits in accordance with the FMLA. If you have questions concerning eligibility, please contact the Human Resources Department.

If an employee is on a LOA due to pregnancy, the attending health care provider, prior to the employee returning to work, must complete a physician's statement. Eligible employees will be returned to the same or equivalent position with equivalent pay, benefits and other employment terms provided that medical documentation requirements have been met.

***Adoption Date:***

***Revised:***

***Source:***

***Legal References:*** P.L. 103-3 "Family and Medical Leave Act of 1993," 29 U.S.C. s2601 et seq.; Department of Labor Regulations, 29 C.P.R. Part 825; Va Code S 22.1-303

**Section: G**  
**Category: PERSONNEL**  
**File: GCCC**

**CODE: PROFESSIONAL STAFF FAMILY AND MEDICAL LEAVE**

The Collaborative shall comply with the mandatory provisions of the Family and Medical Leave Act of 1993. The Executive Director shall issue, and from time to time amend, regulations setting forth the rights and procedures granted by the Act, and shall ensure compliance with those regulations either personally or by delegation, or by some combination of personal oversight and delegation.

***Adoption Date:***

***Revised:***

***Source:*** MASC Policy Reference

***Legal References:*** P.L. 103-3, "Family and Medical Leave Act of 1993."

**Section: G**  
**Category: PERSONNEL**  
**File: GCD**

## **CODE: PROFESSIONAL STAFF VACATIONS AND HOLIDAYS**

### **VACATIONS**

Administrators who do not follow the school calendar are entitled to twenty-five (25) vacation days per year beginning July 1st.

Administrative staff are entitled to ten (10) days vacation per year beginning July 1st during the first year of service and one (1) additional day for each additional year of service to a maximum of twenty (20) days per year. Upon twenty (20) years of continuous service, administrative staff will be entitled to twenty-five (25) days of vacation annually. Employees hired after July 1st of a year will be entitled to vacation days on a prorated basis. Requests for vacation days must be submitted in advance for approval by the Executive Director or appointed designee.

Unused vacation days may be accrued at the rate of 10 per year to a maximum of 25 days carry-over.

### **HOLIDAYS**

Administrative and Central Office employees who are employed on a twelve-month, year-round basis will be paid for all legal and LPVEC-recognized holidays within the months that they work. Any additional paid holidays will be established annually.

Where a holiday falls on a weekend, it will be observed on either the preceding Friday or following Monday.

***Adoption Date:***

***Revised:***

***Source:***

***Legal References:***

**Section: G**  
**Category: PERSONNEL**  
**File: GCE**

**CODE: PROFESSIONAL STAFF RECRUITING/  
POSTING OF VACANCIES**

It is the responsibility of the Executive Director, in consultation with administrative staff, to determine the personnel needs of the LPVEC. In addition, supervisors may review personnel requirements as a means of evaluating the needs of a program. Any recommendations for the creation or elimination of a position must be approved by the Board of Directors.

The search for highly-qualified personnel will extend to a wide variety of educational institutions and geographical areas. It will take into consideration the characteristics of the program and the need for a heterogeneous staff from various cultural backgrounds.

Recruitment procedures will not overlook the talents and potential of individuals already employed by the LPVEC. Any current employee may apply for any position for which he or she has certification and meets other stated requirements.

Openings in the Collaborative will be posted in sufficient time, before the position is filled, to permit current employees to submit applications.

***Adoption Date:***

***Revised:***

***Source:*** MASC Policy Reference

***Legal References:***

**Section: G**  
**Category: PERSONNEL**  
**File: GCF**

## **CODE: PROFESSIONAL STAFF HIRING**

Through its employment policies, the Collaborative will strive to attract, secure, and hold the highest qualified personnel for all professional positions to ensure the success of the services provided to member districts. The selection process will be based upon a candidate's willingness to devote themselves to the education and welfare of the students attending the Collaborative.

It is the responsibility of the Executive Director, and of persons to whom he or she delegates this responsibility, to determine the personnel needs of the Collaborative and to locate suitable candidates. No position may be created without the approval of the Board of Directors. The Collaborative's goal is to employ and retain personnel who are motivated, will strive always to do their best, and are committed to providing the best educational environment for Collaborative students.

It will be the duty of the Executive Director to see that persons considered for employment with the Collaborative meet all certification requirements for the type of position for which they are being considered.

The following guidelines will be used in the selection of personnel:

1. There will be no discrimination in the hiring process due to age, sex, creed, race, color, national origin, disability, sexual orientation, religion, veteran status, or place of residence.
2. The quality of instruction is enhanced by a staff with a wide variation in background, educational preparation, and previous experience.

***Adoption Date:*** September 26, 2007

***Revised:***

***Source:*** MASC Policy Reference

***Legal References:*** M.G.L. 69:6; 71:38; 71:38G; 71:39; 71:45; 71:55B

Massachusetts Board of Education Requirements for Certification of Teachers, Principals, Supervisors, Directors, Superintendents and Assistant Superintendents in the Public Schools of the Commonwealth of Massachusetts, revised 1994 603 CMR 7:00 and 44:00

**Section: G**  
**Category: PERSONNEL**  
**File: GCFC**

## **CODE: PROFESSIONAL STAFF CERTIFICATION**

All instructional employees are subject to the certification requirements of the Commonwealth of Massachusetts, and each individual is responsible for their own certification.

***Adoption Date:*** September 26, 2007

***Revised:***

***Source:*** MASC Policy Reference

***Legal References:***

**Section: G**  
**Category: Personnel**  
**File: GCIA**

## **CODE: PHILOSOPHY OF PROFESSIONAL DEVELOPMENT**

The LPVEC's professional development offerings are designed to support the Collaborative's professional development and improvement goals as we serve to meet the needs of our staff, our students, and our member districts.

All staff members are provided with suitable opportunities for the development of increased competencies beyond those they may attain through the performance of their duties and assistance from supervisors.

Our professional development director remains current with changes in state and federal regulations and is committed to sharing those changes with our staff and helping our staff to respond to those changes. In addition, because we are an Educational Service Agency, the director sees it as her role to assist our member districts with remaining current.

The Massachusetts Department of Education requires that a teacher's Individual Professional Development Plan relate directly to the system's goals and objectives. Administrative decisions concerning which professional development activities to support must be based on their compatibility with the Collaborative's goals and objectives.

Each licensed staff member is responsible for enrolling in appropriate professional development to maintain their license. Similarly, it is the individual's responsibility to maintain a log and file of his/her PDP certificates.

Opportunities for professional growth may be provided through such means as the following:

- Planned in-service workshops and programs offered within the school system.
- Release time for attendance at other professional development offerings that offer professional growth that will contribute to their growth as an educator, enhancing the content of their teaching, and/or impacting student learning.
- College or university courses on site
- Distance learning
- Partial reimbursement of tuition for approved courses.

The Director of Curriculum has the authority to approve or deny release time for conferences, workshops, and courses and reimbursements for such expenses provided such activities are within budget allocations for the purposes.

***Adoption Date:*** September 26, 2007

***Revised:***

***Source:***

***Legal References:***



**Section: G**  
**Category: PERSONNEL**  
**File: GCQF**

## **CODE: SUSPENSION AND DISMISSAL OF PROFESSIONAL STAFF**

The Executive Director will strive to assist personnel to perform their duties efficiently. However, the Executive Director may dismiss any employee in accordance with state law. Further, the Board of Directors recognizes the constitutional rights of Collaborative employees and assures them the protection of due process of law. To guarantee such rights, a system of constitutionally and legally sound procedures will be followed in each case of suspension or dismissal of an employee.

When the Executive Director, SpEd director, Oc Ed director, or a supervisor determines that sufficient cause exists that a professional employee be suspended or dismissed from service in the Collaborative, he or she will:

1. Be certain that each such case is supported by defensible records.
2. Determine if the individual is to be suspended immediately with the understanding that the suspension will be subject to restoration of salary and position if an appeal is decided in favor of the individual.
3. Follow the procedures for dismissal or suspension that are contained in applicable laws as well as those included in the current agreement with the teachers' bargaining unit.
4. Provide the individual involved with a written statement that will:
  - a. Indicate whether the action the Executive Director is taking is dismissal or suspension.
  - b. State the reason for the suspension or dismissal.
  - c. Guarantee that all procedures will be in accord with due process of law.
  - d. Inform employees who have a right to request a hearing under appropriate laws that they may be represented at such a hearing by counsel of their choice.

***Adoption Date:***

***Revised:***

***Source:*** MASC Policy Reference

***Legal References:*** M.G.L. 71:42; 71:42D

**Section: G**  
**Category: PERSONNEL**  
**File: GDF**

## **CODE: SUPPORT STAFF HIRING**

All candidates will be considered on the basis of their merits, qualifications, and the needs of the Collaborative. In each instance, the Executive Director and others playing a role in the selection process will seek to employ the best qualified person for the job.

Vacancies in positions will be filled by the Executive Director and/or Director of Human Resources in accordance with the law and with the applicable regulations.

***Adoption Date:*** September 26, 2007

***Revised:***

***Source:*** MASC Policy Reference

***Legal References:*** M.G.L. 71:55B; 71:59B

**Section: G**  
**Category: PERSONNEL**  
**File: GDI**

## **CODE: STAFF PROBATIONARY PERIOD**

It is the objective of the LPVEC to establish guidelines for an employee to serve a probationary period in order that the employee and the Collaborative may determine job fit and suitability. This policy applies to all permanent full-time and permanent part-time employees except the position of executive director.

The probationary period will consist of the first 90-days from date of hire for all new employees. This is an opportunity for newly hired employees to evaluate the LPVEC work environment to determine whether their expectations for work satisfaction and career goals will be met. It also provides the Collaborative the opportunity to evaluate a newly-hired employee's performance and suitability in a position. For the newly reassigned employee, it provides an adjustment period for both the employee and supervisor to become mutually satisfied with the change.

During these 90 calendar days, the Collaborative may dismiss the newly hired employee without advance notice or obligation. The termination shall be considered as "without prejudice", unless the reason for dismissal warranted documentation. Newly hired employees that are separated during the probationary period have no appeal rights under the LPVEC's grievance procedure.

If during the probationary period, the supervisor or director feels the newly-assigned employee is not successfully filling the requirements of the new position or the employee is dissatisfied with the new position, the employee may be returned to his or her former position, an equivalent position, or other appropriate action taken consistent with LPVEC personnel policies, i.e., discipline, grievance, reduction in force, etc.

Newly-hired employees may also elect to terminate voluntarily during the probationary period. Termination during the probationary period will be without prejudice and cause no negative action to be taken against the employee except in circumstances where the actions warrant written notice.

The supervisor or director must inform the newly-hired employee of the standards by which the employee will be evaluated during the 90-day probationary period, i.e. what is expected in terms of quality of work, technical competence, objectives, work plan, attendance, etc. Supervisors should also provide assistance to employees through on-the-job training and counseling throughout the period in order to help make the probationary period successful.

Extensions of the probationary period will only be granted under extenuating circumstances and must be approved by the Executive Director.

***Adoption Date:***

***Revised:***

***Source:*** MASC Policy Reference

***Legal References:***