



Foxborough Regional Charter School

Board Meeting

Published on August 5, 2022 at 4:11 PM EDT
Amended on August 5, 2022 at 6:09 PM EDT

Date and Time

Tuesday August 9, 2022 at 6:15 PM EDT

Location

Foxborough Regional Charter School

Media Center

131 Central Street
Foxborough, MA 02035

Agenda

	Purpose	Presenter	Time
I. Opening Items			6:15 PM
A. Attendance		Susanna Girard	
B. Call the Meeting to Order		Kathleen Crawford	
II. Board Business			
A. Executive Leader Search	Vote	Kathleen Crawford	
• Ray & Associate Contract			
• Reporting structure			
B. HR Knowledge Agreement	Vote	Kathleen Crawford	
III. Leadership Report			
A. Orientation Week / Development Days	Discuss	Kathleen Foley	

	Purpose	Presenter	Time
<ul style="list-style-type: none"> • 2022/23 Staff Orientation Week • Professional learning plans 			
B. Personnel Update	Discuss	Julia Garcia	
C. Listening Sessions for families and students	Discuss	Annie Azarloza	
IV. Policy Review			
A. First Reading of New/Changing Policies	Discuss	Susanna Girard	
<ul style="list-style-type: none"> • Dress Code • Governance Committee Scope • Student Recruitment & Retention Committee Scope • Facilities Committee Scope 			
B. Second Reading of New/Changing Policies	Vote	Susanna Girard	
<ul style="list-style-type: none"> • Eligibility Policy • Participation Policy • Selection Process • Appeals Committee Scope • Diversity, Equity, & Inclusion Scope • Code of Conduct 			
V. Committees			
A. Appeals	Discuss	Susanna Girard	
<ul style="list-style-type: none"> • General Committee Update (Girard) • Current Enrollment (Berkowitz) 			
B. Diversity, Equity & Inclusion	Discuss	Anissia Vixamar	
<ul style="list-style-type: none"> • General Committee Update 			
C. Facilities	Vote	Badawi Dweik	
<ul style="list-style-type: none"> • General Committee Update (Dweik) • Budget Request - See attached (Michelot) - VOTE • Project Updates (Michelot) <ul style="list-style-type: none"> ◦ Finance House Walkway project ◦ ES Flooring ◦ Painting ◦ MS greenhouse 			

	Purpose	Presenter	Time
<ul style="list-style-type: none"> ◦ ES offices ◦ Lunch Program Ovens ◦ Transportation ◦ Technology / chromebook Procedures ◦ Studio Umbro Contract ◦ MS Roof ◦ Refurbishing the floors for the Applied Learning House ◦ ES Gym Roof - Complete ◦ ES Lobby/Rot Corrosion ◦ House Demolition ◦ Rental Space on Commercial Street • Open Actions: <ul style="list-style-type: none"> ◦ Scope: Target Completion Date is by 01AUG2022 			
D. Finance	Vote	Matthew Yezukevich	
<ul style="list-style-type: none"> • General Committee Update (Yezukevich) • Current Budget Trends (Calvert) • FY23 budget changes - VOTE • Open Actions: <ul style="list-style-type: none"> ◦ Scope: Target Completion Date is by 01AUG2022 			
E. Governance	Discuss	Susanna Girard	
<ul style="list-style-type: none"> • General Committee Update <ul style="list-style-type: none"> ◦ Request we schedule a training (Open Meeting Law & Financial Disclosure) for all trustees • Open Actions: <ul style="list-style-type: none"> ◦ Scope: Target Completion Date is by 01AUG2022 			
F. Staff Recruitment & Retention	Discuss	Todd Tetreault	
<ul style="list-style-type: none"> • General Committee Update • Open Actions: <ul style="list-style-type: none"> ◦ Scope: Target Completion Date is by 01AUG2022 			
G. Student Recruitment & Retention	Discuss	Ramona Royal	
<ul style="list-style-type: none"> • General Committee Update • Open Actions: <ul style="list-style-type: none"> ◦ Scope: Target Completion Date is by 01AUG2022 			
VI. Closing Items			
A. Privilege of the Floor	FYI	Kathleen Crawford	
B. Approval of Minutes	Vote	Susanna Girard	

	Purpose	Presenter	Time
<ul style="list-style-type: none">• 19JUL2022• 25JUL2022 Session 1• 25JUL2022 Session 2			
C. Vote to Adjourn	Vote	Kathleen Crawford	
D. Adjourn Meeting	Discuss	Kathleen Crawford	

The listed matters are those reasonably anticipated by the Chair to be discussed at the meeting. Not all items listed may in fact be discussed and other items not listed may be brought up for discussion to the extent permitted by law.

Coversheet

Executive Leader Search

Section:	II. Board Business
Item:	A. Executive Leader Search
Purpose:	Vote
Submitted by:	
Related Material:	Foxborough, MA Contract Executive Director.pdf Sample Timeline (payment structure reference).pdf



**TERMS OF AGREEMENT FOR
EXECUTIVE DIRECTOR SEARCH SERVICES**

FOR THE

**FOXBOROUGH REGIONAL
CHARTER SCHOOL**

SECTION I

WHEREAS, the FOXBOROUGH REGIONAL CHARTER SCHOOL is desirous of obtaining professional services and Ray and Associates, Inc., a consulting firm, is desirous of providing such services, and it is agreed between the parties that the following terms and conditions shall be in effect:

RAY AND ASSOCIATES WILL:

1. Comply with all FOXBOROUGH REGIONAL CHARTER SCHOOL and State legal requirements.
2. Customize the search process to meet the needs and expectations of the FOXBOROUGH REGIONAL CHARTER SCHOOL.
3. Conduct individual Board of Trustees interviews to assess their priorities, goals and objectives to aid in the development of the criteria and qualifications for the Executive Director position.
4. Work with the Board of Trustees to establish a timeline that lists each step in the search process.
5. Discuss with the Board of Trustees the requirements and salary range for the Executive Director position.
6. Work with the FOXBOROUGH REGIONAL CHARTER SCHOOL staff and those selected by the Board of Trustees in the development of an accurate informational flyer and approval of the online application form.

7. If desired, provide a proven consensus building mechanism for obtaining input from various constituencies, staff members, other stakeholders and the Board of Trustees. In addition, our firm has the resources to offer an online survey option. We will provide a link to the survey to post on the school's website.
8. Provide the Board of Trustees with cost saving options to minimize expenses by utilizing Skype, conference calls or gotomeetings to reduce paper copies, travel expenses and shipping costs.
9. Develop all required forms for the application and screening process.
10. Conduct all aspects of the recruitment process on a statewide, regional and national basis as follows:
 - Notify all associates to actively recruit potential candidates.
 - Contact individuals in our firm's database whose interests match School criteria.
 - Actively recruit applications from qualified individuals.
 - Solicit nominations from knowledgeable people in the profession.
 - Contact other professional consultants in private and public sectors.
 - Discuss with all candidates the school's characteristics and the Board's profile and criteria for the new Executive Director position.
 - Advertise nationally in the following as selected by the Board of Trustees: AASA Website, Education Week Newspaper and Website, Ray and Associates Website, the Massachusetts School Administrators and Massachusetts School Boards Publications, The School Administrator Publication, Executives Only Website and other publications selected by the Board of Trustees.
11. Develop and manage the candidate screening process. All applicants are screened from the perspective of a viable match with School criteria to determine their capabilities, strengths and weaknesses. The search team thoroughly reviews each file and seeks alignment of qualifications with School expectations. Those who emerge successfully from this screening are deemed viable candidates.
12. Check references provided and conduct additional background investigation of leading candidates. The firm will interview each viable candidate that meets Board of Trustees criteria and verifies their qualifications and experience. A check of a candidate's work history is also completed utilizing online resources such as Google, Yahoo, Facebook, Twitter and other social media sources as well as checking for blogs.
13. Provide the Board of Trustees with an opportunity to observe each top candidate interviewed with questions specifically designed by Ray and Associates, Inc. through video technology.
14. Provide an impartial and objective consensus building matrix instrument developed by Ray and Associates to assist the Board of Trustees in determining the finalists for an interview.
15. Assist the Board of Trustees in establishing the interview format and in developing interview questions.

16. Determine and coordinate constituent and staff involvement in the interview process, if desired by the Board of Trustees.
17. Help arrange the details of interviews for leading candidates.
18. Provide the Board of Trustees with criminal, civil litigation, social security, motor vehicle record checks and verification of educational degrees for the top (2-3) candidates at no additional fee.
19. Coordinate with the FOXBOROUGH REGIONAL CHARTER SCHOOL Business Office the procedure for reimbursement of candidates' expenses.
20. Assist School in negotiating the contract with the successful candidate at no additional cost to the school.
21. After the appointment, dispose of the files and send appropriate communications to the candidates not interviewed by the Board of Trustees.
22. If desired, assist the school in preparing a press release, upon request, announcing the appointment of the new Executive Director.
23. Provide the Board of Trustees with a report of the Board Self-Assessment Survey Results at no additional cost.

SECTION II

GENERAL PROVISIONS

CONFIDENTIALITY

Ray and Associates, Inc. will preserve the confidential nature of any information that becomes available to the firm resulting from the services rendered to the Board of Trustees.

SATISFACTION GUARANTEE

If the FOXBOROUGH REGIONAL CHARTER SCHOOL or Ray and Associates, Inc. terminate this agreement, the FOXBOROUGH REGIONAL CHARTER SCHOOL will be charged for only the work performed and expenses incurred up to the date of termination.

If the Board of Trustees is dissatisfied with the Executive Director within two years from the date of employment of the Executive Director, and if either party dissolves that relationship by resignation or termination within a two-year period of the initial employment, with the exception of: acts of God, health issues, or the awarding of severance payment to the departing Executive Director, the firm of Ray and Associates will conduct a new Executive Director search at no cost to the School, except for expenses.

CONSULTANT FEE

The base fee for the performance of the FOXBOROUGH REGIONAL CHARTER SCHOOL Executive Director search by the consultant as provided in the proposal will be eighteen thousand dollars (\$18,000.00).

Any services requested by the school after the new Executive Director is hired and the search is closed, will be billed as an additional fee. This fee will be determined based upon the services requested and agreed to prior to the services being rendered.

The Executive Director search fee shall be paid in four (4) equal installments; 1/4 of total fee is due upon signing of the contract (stage 1 of attached timeline); 1/4 of fee is due at the time of the stakeholder meetings (stage 2 of the attached timeline); 1/4 of fee is due at the time of the presentation of the candidates (stage 4 of the attached timeline); and the final 1/4 of fee is due when the Executive Director is officially hired by the school (stage 5 of the attached timeline).

There is also no charge by Ray and Associates for the services to assist the Board of Trustees in negotiating a contract with the new Executive Director and the development of the contract terms.

CONSULTANT REIMBURSED EXPENSES

Certain expenses, including travel, lodging, meals, shipping, and other search-related expenses, are to be reimbursed by the school. Said expenses will also be invoiced as they occur and will include a detailed account listing of such expenses.

CANDIDATE EXPENSES

If the School determines to reimburse candidates for interview expenses, expenses may include travel, lodging, and meals for the candidate and spouse. Candidates are to submit all receipts and expense documentation to a designated individual at the school and said expenses will be paid as they occur.

SECTION III

WHEREAS, the parties have agreed upon the above terms and conditions, they have this date set their signatures as evidence of said agreement.

Mr. Matthew Yezukevich, Treasurer
FOXBOROUGH REGIONAL CHARTER SCHOOL

Date

Michael Collins, President
RAY AND ASSOCIATES, INC.

Date

USA SCHOOL DISTRICT

SUPERINTENDENT SEARCH **SUGGESTED** PROCESS AND TIMELINE

Items highlighted in yellow indicate an in-person meeting with the consultant(s)

DATE

Stage 1 Board Input & Preparation	<p>_____ Consultant planning meeting with the Board and individual Board member interviews. (Time: TBD) (option to conduct via Zoom or gotomeetings.com)</p> <p>_____ Begin preparing information for the District promotional flyer or job description and online application form with the District liaison representative(s).</p> <p>_____ Notify all associates and other professional contacts of vacancy.</p> <p>_____ Contact constituents and stakeholders for input meetings on _____.</p>
Stage 2 Profile Development & Process	<p>_____ Online survey link, for input on developing the profile, available on District website from _____ to _____.</p> <p>_____ Meetings with constituent and stakeholder group representatives.</p> <p>_____ 8 a.m. deadline for survey/input from constituents, stakeholders and Board members, including online survey.</p> <p>_____ Promotional flyer draft due.</p> <p>_____ Board to finalize Superintendent profile for the promotional flyer or job description and online application form. (Time: TBD) (option to conduct via Zoom or gotomeetings.com)</p>
Stage 3 Recruiting & Screening	<p>_____ Print promotional flyer.</p> <p>_____ E-mail promotional flyer and online application instructions to interested candidates.</p> <p>_____ Deadline for all application materials. <i>(*See note below.)</i></p>
Stage 4 Candidate Presentation	<p>_____ Consultant develops and finalizes interview questions and procedures with the Board. Top candidates are presented to the Board and consultant assists the Board in selecting finalists for the interviews. If desired, consultant will meet with constituents and staff interview group(s) to discuss their roles. (Time: TBD)</p> <p>_____ Interview top candidates (1st round).</p> <p>_____ Meeting with consultant following the last interview. (Time: TBD)</p>
Stage 5 Selection of Finalist & Future Planning	<p>_____ Interview finalist candidates (2nd round). <i>(Optional)</i></p> <p>_____ Final meeting with consultant following the last interview. (Time: TBD) (option to conduct via Zoom or gotomeetings.com)</p> <p>_____ Consultant will discuss contract terms with the finalist.</p> <p>_____ Offer the contract.</p> <p>_____ Press release of new Superintendent.</p> <p>_____ Board Self-Assessment Survey Results presented to the Board.</p>

***All applications will be reviewed. Materials received after the closing date may be given full consideration depending upon the number of applications received and other factors.**

(Actual dates to be determined in the first meeting with the Board.)

Coversheet

HR Knowledge Agreement

Section:	II. Board Business
Item:	B. HR Knowledge Agreement
Purpose:	Vote
Submitted by:	
Related Material:	HR Knowledge SOW.pdf



Statement of Work

Listening Sessions

Prepared for Foxborough Regional Charter School |

8/1/2022



PO Box 622 | Mansfield, MA 02048

P 508.339.1300 | F 508.338.1349

www.hrknowledge.com



We are a Hilb Group company.



STATEMENT OF WORK: EMPLOYEE TRAINING AND DEVELOPMENT

This Statement of Work ("SOW") is issued pursuant to the attached Client Services Agreement (Appendix A "Client Services Agreement") between Foxborough Regional Charter School ("Client") and The Hilb Group of New England, LLC dba HR Knowledge ("HR Knowledge"), effective August 1, 2022. HR Knowledge will provide Foxborough Regional Charter School with HR Consulting Services as mutually agreed upon and outlined in this SOW. All services to be provided hereunder will be referred to as "Services." This SOW is subject to the terms and conditions contained in the Agreement between the parties and is made a part thereof. Any term not otherwise defined herein shall have the meaning specified in the Agreement. In the event of any conflict or inconsistency between the terms of this SOW and the terms of the Agreement, the terms of this SOW shall govern and prevail.

Scope of Work

There is no better way than "listening sessions" for leadership to gather meaningful data about: what's working, what's not; with your staff. "Employee satisfaction" is only a part of the story. Employee satisfaction only measures the fundamental level of well-being an employee feels. "Employee engagement" goes far beyond. When employees are engaged, rather than just satisfied, they become external Ambassadors for the mission, values and community presence of Foxborough Regional Charter School. By focusing on Employment Engagement, you are significantly more likely to maintain strong and motivated professionals, willing to expend extra effort and drive your goals.

Employee Engagement "Listening Sessions"

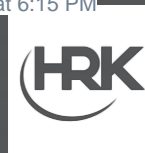
By utilizing HRK's Listening Sessions, you not only take the pulse of your employees, you identify areas of excellence as well as areas of concern. Our process is specifically designed to learn what issues are of the most importance to your staff in an anonymous and supportive meeting environment.

Typical Topics Explored

- Career Development Opportunities
- Relationships with Management
- Communication
- Student/Teacher Interactions
- Work Environment
- Customized questions based Foxborough Regional Charter School values and issues

Deliverables

- » HR Knowledge will conduct 8 on-site, two (2) hour Listening Sessions at a time and location as determined by the Client which will be held on August 29th & August 30th, 2022.



STATEMENT OF WORK: EMPLOYEE TRAINING AND DEVELOPMENT

- » Once the group sessions are completed, HRK will report its findings to the Executive Leadership of Foxborough Regional Charter School within 15 business days following the completion of the on-site session; and
- » HRK can assist Foxborough Regional Charter School in creating a statement to communicate to their staff regarding the outcome of the Listening Sessions. The most important part of this process is Leadership's follow-up and after the Listening Sessions.

Client Responsibilities

Foxborough Regional Charter School agrees to provide HR Knowledge a dedicated point of contact who will be available for all consulting and logistics support, as well as:

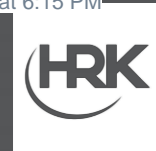
- Provide appropriate venues to hold meetings for 20-25 participants;
- A commitment and participation from management in the process

Services Performed For

Kathleen Crawford
 Foxborough Regional Charter School
 131 Central St,
 Foxborough, MA 02035

Fee & Payment Schedule

HR CONSULTING SERVICES	FEES
Listening Sessions & Leadership Report - Initial Retainer (40 hours @ \$200 p/h)	\$8000
Charter School discount applied (40 hours @ 175 p/h)	\$7000*
<ul style="list-style-type: none"> • <i>This initial retainer* is based on an estimate of 40 hours of HRK staff time. Any time spent above and beyond will be invoiced at \$175* per hour.</i> • <i>The Retainer is due prior to commencement of project.</i> • <i>HR Knowledge will track hours spent by all HRK staff and will Invoice the Client for the Balance Due at the conclusion of the project.</i> • <i>Client is responsible for reimbursing for travel time at an Hourly Rate of \$50.</i> • <i>Client is responsible for reimbursement for mileage at the IRS allowable rate as of August 1, 2022.</i> • <i>This proposal is effective for 30 days from date above.</i> 	



STATEMENT OF WORK: EMPLOYEE TRAINING AND DEVELOPMENT

Acknowledgment & Signature

Thank you for the opportunity to present this SOW to you. We believe that HR Knowledge is uniquely qualified to assist your company by providing the HR consulting services outlined in this document. On behalf of us all at HR Knowledge, we welcome this opportunity and look forward to working with you now and into the future.

HR Knowledge Authorization:

The Hilb Group of New England, LLC
dba HR Knowledge
603 West Street
Mansfield, MA 02048

Client Authorization:

Foxborough Regional Charter School
131 Central St,
Foxborough, MA 02035

Name: Melissa M. Gillespie

Title: Vice President, HR Services

Signature: DocuSigned by:
Melissa M. Gillespie
AABA8A5BB5DD4A0...

Date: 8/5/2022

Name: kathleen Crawford

Title: Chair, FRCS Board of Trustees

Signature: DocuSigned by:
kathleen Crawford
CFDF28CD45374CB...

Date: 8/5/2022



Thank you. We look forward to simplifying HR for you and your team. Want more of the moment news? We thought so, please follow us.



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Appendix A: Client Services Agreement

This Client Services Agreement (the "Agreement") dated as of, **8/3/2022** between The Hillb Group of New England, LLC dba HR Knowledge ("HRK" or "HR Knowledge"), a Limited Liability Company, and **Foxborough Regional Charter School** the ("Client") (collectively, "the parties").

WHEREAS, the Client desires to engage HRK to provide certain services (the "Services") as set forth herein and in Appendix A attached hereto for its employees, such Services to be provided in accordance with the terms and conditions set forth herein;

WHEREAS, HRK agrees to provide Client with such Services as desired by Client for its employees in accordance with the terms and conditions set forth herein; and

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, and intending to be legally bound hereby, HRK and Client hereby agree as follows:

1. **Services.** During the term of this Agreement, HRK shall provide Client with certain, on-site, employee training and development, human resource administrative and consulting services. The parties agree that HRK is a human resources consultant only and is not to be considered an employer, joint employer, partner or affiliate of any kind with Client for any purpose. Client, not HRK, is to be considered the sole decision-maker with respect to any and all issues concerning hiring, discipline and termination of employees, as well as the implementation, adoption and funding of any employee or multi-employer benefit or welfare plans.
 - a. **Excluded Services and Client Retained Responsibilities.** Client is the sole employer of any employees to which the Services provided under this Agreement may relate or refer to, or affect in any manner, for purposes of all laws, regulations and employer responsibilities not specifically listed in this Agreement, and is obligated to comply with such laws including, but not limited to (i) all federal, state and local laws relating to employment discrimination and retaliation; (ii) the quality, adequacy and safety of all goods produced or services performed by Client's employees; (iii) the provision of all facilities, equipment and job training needed to perform Services, including those necessary to comply with applicable federal and state and safety and health standards; and (iv) verifying that employees have any necessary licenses or permits. If applicable, Client is also responsible for handling all union Negotiation, communications, agreements, grievances and unfair labor practice actions. Client is further responsible for administering, implementing and assuring compliance with the terms of any collective bargaining agreements, including but not limited to, the payment of any monies or contributions owed under such agreements. Client shall be solely responsible for any actions or failures to act by it or its employees.
 - b. **Additional Services Provided under this Agreement.** HR Knowledge may at the request of the Client provide services outside the initial scope of this proposal, these services may include, but are not limited to stand-alone HR consulting, training and employee development, recruiting and value-add ancillary compliance services and products. Any Statements of Work (SOW) executed will refer to and be subject to the terms of this fully executed Client Services Agreement incorporated herein by reference.



Proposal for Services

2. **Term of Agreement.** The initial term of this Agreement shall be for one (1) year from the date of execution of same. For Virtual HR only, this Agreement shall automatically renew for successive 12 (twelve) month terms unless Client provides 30 (thirty) days written notice before the end of the term of the agreement to HRK.
3. **Termination of Agreement.** Within fifteen (15) days of learning of the breach or default of any material term or condition of this Agreement, the non-breaching party may elect to terminate this Agreement effective as of the date of the breach or default or any date thereafter. Such termination severs the business relationship between HRK and Client and HRK shall be immediately relieved of its obligations under this Agreement. Breach or default shall include, but is not limited to: (i) the failure to timely pay any invoice, fee, wages, indemnity payment or other monies due; (ii) Client's commission or omission of any act that may impact upon or diminish the ability of HRK to perform its obligations under this Agreement in accordance with any applicable federal, state or local law or regulation, or (iii) Client's failure to comply within fifteen (15) days of any directive made necessary by a governmental entity or an insurance carrier providing coverage for HRK and/or the Client's employees. The breaching party shall reimburse the non-breaching party's actual expenses, fines and/or liabilities resulting from such a breach or default including, but not limited to, reasonable attorney's fees, court costs and any related expenses. In addition, and regardless of the circumstances in which this Agreement is terminated, Client shall be liable for all costs incurred by HRK after the termination of this Agreement, with respect to any and all liabilities arising out of this Agreement, entering into this Agreement, or the termination of this Agreement. Waiver of a breach or default shall not constitute waiver of a subsequent breach or default of that same provision.
4. **Service Fees.** The Standard Service Proposal within the Statement of Work (SOW) sets forth the services offered by HRK, the fees associated with each service, and the schedule for payment of all applicable fees during the term of this Agreement. The services and fees set forth in the SOW expire one year from listed date, at which time the current rates are subject to change. HRK shall give Client at least thirty (30) days' notice prior to the expiration of this Agreement of any changes to the Fee Schedule.
5. **Confidentiality.** HRK and Client agree that at all times during the term of this Agreement and thereafter, to hold in strictest confidence, and not to use or disclose to any person or entity without the prior authorization of the other party, any Proprietary business information of the other; provided, however, that HRK may disclose any and all Client information necessary to perform any of the Services outlined in this Agreement. Confidential Information does not include any information that has become or becomes publicly known and made generally available through no wrongful act of HRK. HRK shall not be liable for the disclosure or reporting of Client-related information to any federal, state or local governmental agency where such information is required to be disclosed by law or for purposes of responding to any governmental inquiry as to any of the Services provided to Client under the terms of this Agreement. Client agrees it will not improperly use or disclose any proprietary or confidential information or trade secrets of HRK to any other person or entity without the prior written consent of HRK. Client agrees that any written materials, forms, documents or other tangible items provided to Client by HRK in connection with any of the Services provided to Client under the terms of this



Proposal for Services

Agreement shall be used solely in connection with Client's business and shall not be disclosed to any other individual or entity, including any separately incorporated subsidiary or other related, but legally separate, business entity, without the prior written consent of HRK.

6. **Client Union Obligations.** This Agreement does not alter, abrogate or modify in any manner Client's collective bargaining obligations or obligations under the National Labor Relations Act or Labor Management Relations Act. HRK shall have no withdrawal liability under the Multi-Employer Pension Plan Act, the Employee Retirement Income Security Act or any other law, statute, or regulation. Client assumes all responsibilities associated with the collective bargaining process, and the participation in, or withdrawal from, any employee benefit plan governed by a collective bargaining agreement.
7. **Client-Related Documents.** In the event Client requests that HRK develop an employee handbook, manual or any other written documents to be provided to Client's employees, it is the sole responsibility of Client to ensure that its employees read and acknowledge receipt of such documents and written materials. In addition, it is the Client's responsibility to maintain all original documents relating to its employees at Client's place of business, including employee personnel files and other employee-related documents required to be maintained by law.
8. **Governmental Reporting Requirements.** It is the responsibility of Client to ensure that all employees receive and complete all forms, including any and all forms and applications necessary for HRK to provide the Services under the terms of this Agreement, including wage withholding, social security, benefits applications, I-9's and all other forms or applications required to be filed with any governmental agency. HRK shall not be liable for the failure of Client to procure or provide any information requested by HRK and required to be reported to any governmental agency. The failure to provide such information to HRK upon request shall be grounds for terminating this Agreement.
9. **No Legal Advice.** Client recognizes and understands that HRK is an offsite employment and human resources consulting agency and that the Services provided by HRK are in no way to be construed as providing or rendering to Client legal advice or counseling.
10. **Entire Agreement, Amendment and Assignment.** This Agreement is the sole agreement between HRK and Client with respect to the Services to be performed hereunder and it supersedes all prior agreements and understandings with respect thereto, whether oral or written. No modification to any provision of this Agreement shall be binding unless in writing and signed by both HRK and the Client. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto, except that the duties and responsibilities of Client hereunder are of a personal nature and shall not be assignable or delegable in whole or in part by Client except to the extent provided for in this Agreement.
11. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with laws of the Commonwealth of Massachusetts, without giving effect to any conflict of laws and provisions.
12. **Severability.** If any provision of this Agreement or application thereof to anyone or under any circumstances is adjudicated to be invalid or unenforceable in any jurisdiction, such invalidity



Proposal for Services

or unenforceability shall not affect any other provision or application of this Agreement which can be given effect without the invalid or unenforceable provision or application and shall not invalidate or render unenforceable such provision or application in any other jurisdiction

13. **Arbitration.** All claims, disputes, grievances, differences or injuries arising out of, or in any way related to this Agreement, (except those regarding payment of any invoice, fee, indemnity, or other monies due HRK, whether based in statutes or common law, shall be resolved exclusively through final and binding arbitration under the Federal Arbitration Act ("Act") or the Massachusetts Arbitration Act, as administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules. Except as provided in the preceding sentence, each Party agrees to waive their right to a jury trial and to seek relief in any other forum. The parties further agree to waive any applicable statute of limitations period. Any claim or dispute must be reduced to writing and submitted to arbitration within three months of the date in which any such claim accrues. Judgment may be entered on the arbitrator's decision in any court having jurisdiction. HRK and Client shall each pay one-half of the costs and expenses of such arbitration and each party shall separately pay the fees and expenses of its own counsel. The prevailing party shall be entitled to an award of attorney's fees and costs incurred in connection with any arbitration proceedings. An arbitration award is final and binding, and judgment may be entered with any court having jurisdiction. Any claim or demand shall be heard in Bristol County in MA by a single arbitrator or, if desired, a panel of up to three (3) arbitrators. All arbitrators shall be either retired state or federal judges.
14. **Indemnification Agreement.** HRK shall indemnify, defend, and hold harmless Client, its affiliates and their respective officers, directors, employees, agents, successors and permitted assigns (collectively, "Company Indemnitees"), from and against any and all losses, claims, damages, expenses, fees, settlements, penalties, actions and costs (including attorneys' fees and court costs) (collectively, the "Claims") to the extent resulting from any claims for (i) damages to property or personal injury caused by any act or omission of HRK or any of its employees or contractors, or (ii) HRK's breach of its representations and warranties or covenants set forth in this Agreement. Client shall defend, indemnify and hold harmless HRK, its parent(s), affiliates and their respective officers, directors, employees, agents, successors and permitted assigns (collectively, "HRK Indemnitees"), from and against any Claims for (i) damages to property or personal injury caused by any act or omission of Client or any of its employees or contractors, or (ii) Client's breach of its representations and warranties set forth in this Agreement. Including but not limited to the "Client Retained Responsibilities" outlined in Paragraph 1 b above. The party seeking indemnification, as the case may be (the "Indemnified Party"), will give prompt written notice of any claim to the other party (the "Indemnifying Party"). In addition, the Indemnified Party will allow the Indemnifying Party to direct the defense and settlement of any such claim, with counsel of the Indemnifying Party's choosing, and will provide the Indemnifying Party, at the Indemnifying Party's expense, with information and assistance that is reasonably necessary for the defense and settlement of the claim. The Indemnified Party reserves the right to retain separate counsel, at the Indemnified Party's sole expense, to participate in the defense of any such claim. The Indemnifying Party may not settle any claim without the Indemnified Party's prior written consent, if the settlement terms would adversely affect the Indemnified Party



Proposal for Services

or its rights or impose any obligation (monetary or otherwise) on the Indemnified Party. Except for (A) either party's breach of its confidentiality obligations, (B) fraud, fraudulent misstatement or fraudulent misrepresentation, (C) breach of a party's indemnification obligations hereunder (D) client's failure to pay fees in full and on time and (E) any liability which may be excluded by law, each party's total liability arising out of this agreement is limited to the total fees paid or payable to HRK during the three (3) month period preceding the date on which the event giving rise to such liability occurred pursuant to this agreement. In no event shall either party be liable to the other for (X) lost profits, costs of procurement or procurement of substitute goods, or any other special, consequential, incidental, punitive or indirect damages, however cause on any theory of liability, or (Y) except for a party's indemnification obligations hereunder, any third party claims against a party arising out of or in any way related to this agreement, regardless of the basis of liability of any such claim, (whether based on contract, tort, breach of statutory duty or otherwise, even if informed of such damages. These limits shall apply to liability in the event of failure of essential purpose of any limited remedy.

15. **Non-Solicitation of Employees.** During the term of this Agreement and for a period of one year thereafter, each party agrees that it will not solicit or attempt to induce any employees of the other party to terminate their employment with HRK, Inc., or recruit or hire away any such employee, without the other party's written consent. During the term of this Agreement and for a period of one (1) year thereafter, Client shall not hire, employ, contract with, or permit to serve as its agent in any way, any person who is or was employed by HRK or by its business partner, HR Knowledge, Inc., at any time during the term of this Agreement. Client acknowledges that employee recruitment is an integral part of HRK's business. Should Client wish to hire, employ, contract with or engage as an agent any such person, a relationship with whom would otherwise be prohibited under this Agreement, Client shall notify HRK which may, in its sole discretion, grant written permission to do so upon payment of an additional fee by Client in the amount of \$30,000.00 or 50% of the first year's total compensation for that employee, whichever is greater.

HR Knowledge Authorization:

The Hilb Group of New England, LLC
 dba HR Knowledge
 603 West Street
 Mansfield, MA 02048

Client Authorization:

Foxborough Regional Charter School
 131 Central Street
 Foxborough, MA 02035

Name: Melissa M. Gillespie

Title: Vice President, HR Services

Signature: DocuSigned by:
Melissa M. Gillespie
AABAB85BB5DD4A0...

Date: 8/5/2022

Name: kathleen crawford

Title: Chair, FRCS Board of Trustees

Signature: DocuSigned by:
kathleen crawford
CFDF28CD45374CB...

Date: 8/5/2022

Coversheet

Orientation Week / Development Days

Section: III. Leadership Report
Item: A. Orientation Week / Development Days
Purpose: Discuss
Submitted by:
Related Material:
#5 Instructional Staff Orientation Draft 2022-23 School Year .pdf
_ES Wednesday Professional Learning Plan 2022-23.pdf
_MS Wednesday Professional Learning Plan 2022-23.pdf
_HS Wednesday Professional Learning Plan 2022-23.pdf

Orientation Monday, August 29, 2022

Time	Participants	Location	Activity	Facilitator(s)
7:00 - 7:30	All Staff	HMS Cafeteria	Staff Breakfast: Provided by FRCS	Food Services Staff
7:30 - 7:50	All Staff	HMS Cafeteria	2022-23 Kickoff	Heidi Berkowitz Annie Azarloza
8:00 - 9:00	HMS Cafeteria Staff	HS RM 105	Training	City Fresh
8:00 - 10:00	ES Staff	Music Room	Listening Session	HR Knowledge
8:00 - 10:00	ES Staff	Music Room	Listening Session	HR Knowledge
8:00 - 10:00	HS Culture Team	Edward's Con. Rm	Team Training	Dana Benton Johnson Amy Mulvoy
8:00 - 10:00	ES Staff ** Not in assigned Listening Sessions	Preparing for the 1st day of school (prep buildings, classrooms, planning w/teams)		
8:00 - 9:00	HS Instructional Staff	HS RM 221	Nuts and Bolts: Best Serving Our Sped Students	Lori Obenchain Deirdre West Smith
8:00 - 9:00	MS Instructional Staff	HMS Cafeteria	Meeting the Needs of our MultiLingual Learners	Amanda Goodard
9:00 - 10:00	MS Instructional Staff	HMS Cafeteria	Nuts and Bolts: Best Serving Our Sped Students	Lori Obenchain Deirdre West Smith
9:00 - 10:00	HS Instructional Staff	HS RM 221	Meeting the Needs of our MultiLingual Learners	Amanda Goodard
10:00 - 11:15	All Staff	HMS Cafeteria	Human Resources FRCS Substitute System	Michelle Struba Sylvia Peters
11:15 - 12:00	All Staff	HMS Cafeteria	Staff Lunch: Provided by FRCS	Food Services Staff
12:00 - 3:00	ES All Staff Instructional & Non-Instructional	ES Cafeteria	SEL	Gianna Cassetta
12:00 - 2:00	MS Staff	Media Center	Listening Session	HR Knowledge
12:00 - 2:00	MS Staff	MS 151	Listening Session	HR Knowledge
12:00 - 2:00	HS Instructional Staff	HMS Cafeteria	MAP: Goal Setting	Ben Dyer
2:00 - 3:00	HS/MS Instructional/Student Support Staff	Preparing for the 1st day of school (prep buildings, classrooms, planning w/teams)		
3:00 - 5:00	WL Team K-12	Media Center	New Curriculum Roll out	Veronica Valenzuela

Orientation Tuesday, August 30, 2022

Time	Participants	Location	Activity	Facilitator(s)
7:00 - 7:30	All Staff	ES Cafeteria HMS Cafeteria	Staff Breakfast (provided by FRCS)	Food Services Staff
7:30 - 8:30	All Building Staff	ES Staff: ES Caf MS Staff: Media Center HS Staff: Rm 221	Principal's Welcome 2022-23	Christiana Benson Alisa Diakite Mike Cournoyer
8:30 - 10:30	ES Staff	TBA	Listening Session	HR Knowledge
8:30 - 10:30	Finance/Outreach/Tech./ Facilities	MS Staff: Media Center	Listening Session	HR Knowledge
8:30 - 10:30	ES Staff ** Not in assigned Listening Sessions	Preparing for the 1st day of school (prep buildings, classrooms, planning w/teams)		
8:30 - 11:30	HS All Staff Instructional and Non-Instructional	HS Rm 221	SEL	Gianna Cassetta
8:30 - 11:30	MS Culture Team	Edward's Con. Rm	Team Training	Dana Benton Johnson Amy Mulvoy
10:30 - 11:30	ES Instructional Staff	ES Cafeteria	Nuts and Bolts: Best Serving Our Sped Students	Lori Obenchain Deirdre West Smith
8:30 - 11:30	MS ELA Co-Teacher Teams	MS RM 142	HMH Into Reading and Into Literature Training	HMH
8:30 - 11:30	MS Science Team	MS RM 133	Science 2022-23	McGraw
8:30 - 10:30	MS Math Co-Teacher Teams	MS RM 151	I-Ready	Ben Dyer
8:30 - 10:30	MS Soc. St Team	MS RM 142	Department MTG: Planning 2022-23	
8:30 - 10:30	MS I.A. Team	MS RM 127	Department MTG: Planning 2022-23	
8:30 - 10:30	MS Spanish Team	MS Rm 129	Department MTG: Planning 2022-23	
10:30 - 11:00	MS Staff ** Not in assigned Listening Sessions	Preparing for the 1st day of school (prep buildings, classrooms, planning w/teams)		
11:00 - 12:00	ES Cafeteria Staff	HS RM 105	Training	City Fresh
11:00- 12:00	All MS Staff	Lunch: On Your Own		
11:30 - 12:30	ES/HS Staff	Lunch: On Your Own		
12:00- 3:00	MS All Staff Instructional & Non-Instructional	Media Center	SEL	Gianna Cassetta
12:30 - 2:30	HS Staff	HS Rm 221	Listening Session	HR Knowledge

12:30 - 2:30	HS Staff	HS Rm 215	Listening Session	HR Knowledge
8:30 - 11:30	ES Culture Team	Edward's Con. RM	Team Training	Dana Benton Johnson Amy Mulvoy
12:30 - 3:00	All K-2 Ge. Ed., SpEd, & ELE Staff	RM 276	Amplify - Small Group Instruction	CKLA Rep
12:30- 3:00	ES Grades 3 & 4	ES CAF	MAP: New Classroom Features	Joyce Gerber
2:30 - 3:00	HS Instructional Staff	Preparing for the 1st day of school (prep buildings, classrooms, planning w/teams)		

Orientation Wednesday, August 31, 2022

Time	Participants	Location	Activity	Facilitator(s)
7:00 - 7:30	All Staff	ES Cafeteria HMS Cafeteria	Staff Breakfast (provided by FRCS)	Food Services Staff
7:30 - 8:30	ES Instructional Staff	ES Cafeteria	Meeting the Needs of our MultiLingual Learners	Amanda Goodard
7:30 - 8:30	MS Science Team	MS RM 133	Science & Labs 2022-23	Roy
7:30 - 8:45	MS/HS Instructional/Student Support Staff	Preparing for the 1st day of school (prep buildings, classrooms, planning w/teams)		
8:45 - 10:00	All Staff	ES Staff: ES Caf MS Staff: Media Center HS Staff: Rm 221	Principal's Meeting: Student Behavior Support (Code of Conduct, Dress Code, behavior Response Model)	Christiana Benson Alisa Diakite Mike Cournoyer
10:00 - 10:45	All Staff	Preparing for the 1st day of school (prep buildings, classrooms, planning w/teams)		
10:45 - 11:30	All MS Staff	Lunch: On Your Own		
11:30 - 3:00	All FRCS Staff Instructional & Non-Instructional	HMS Caf	Safety Training	Synergy
3:00 - 5:00	WL Team K-12	Media Center	New Curriclum Roll out	Veronica Valenzuela

Orientation Thursday, September 1, 2022

Time	Participants	Location	Activity	Facilitator(s)
7:00 - 7:30	All Staff	HMS Cafeteria	Staff Breakfast (provided by FRCS)	Food Services Staff
7:30 - 7:45	All Staff	HMS Cafeteria	FMX	John Feeney
7:45 - 8:15	All Staff	HMS GYM	Staff Picture	Photographer
8:15 - 11:00	All Staff	HMS Gym	Individual Pictures	Photographer
8:30- 11:00	Instructional/Student Support Staff	Preparing for the 1st day of school (prep buildings, classrooms, planning w/teams)		
11:00 - 12:00	All Staff	Lunch (On your own)		
12:00- 2:00	All Staff	Classrooms or Designated Locations	Open House	
2:00 - 3:00	All Staff	FRCS Campus	Block Party	
12:00- 3:00	Non-Instructional Staff	FRCS Campus	Block Party	

Orientation Friday, September 2, 2022

Time	Participants	Location	Activity	Facilitator(s)
7:30 - 3:00	All Staff	<p style="text-align: center;">FRCS Staff Choice</p> <p style="text-align: center;">A day to unwind and get ready to start the year off strong!</p> <p style="text-align: center;">Or</p> <p style="text-align: center;">A day to come to campus</p>		

Elementary											
1st Wednesday of the Month- Flex (Data/Training/PL)			2nd Wednesday of the Month- Common/team Planning			3rd Wednesday of the Month- SEL Focus			4th Wednesday of the Month - School/District Meetings		
Month	1st Wed	Session	Month	2nd Wed	Session	Month	3rd Wed	Session	Month	4th Wed	Session
Sept	7th	(1st Wk of School- No PD)	Sept	14th	Planning	Sept	21st	Principal MTG	Sept	28th	SEL w/ Gianna
Oct	5th	Flex	Oct	12th	Planning	Oct	19th	SEL w/ Gianna	Oct	26th	Principal MTG
Nov	2nd	Flex	Nov.	9th	Planning	Nov	16th	SEL w/ Gianna	Nov	30th	Principal MTG
**** Nov. 23rd is Thanksgiving Break											
Dec	7th	Flex	Dec	14th	Planning	Dec	21st	Flex	Dec	28th	Vacation
Jan	4th	Flex	Jan	11th	Planning	Jan	18th	Flex	Jan	25th	District MTG
Feb	1st	Flex	Feb	8th	Planning	Feb	15th	SEL w/ Gianna	Feb	22nd	Vacation
Mar	1st	Flex	Mar	8th	Planning	Mar	15th	SEL w/ Gianna	Mar	22nd	Principal MTG
March 29th - MCAS Prep											
Apr	5th	Flex	Apr	12th	Planning	Apr	19th	Vacation	Apr	26th	SEL w/ Gianna
May	3rd	Flex	May	10th	Planning	May	17th	SEL w/ Gianna	May	24th	District MTG
Jun	7th	Flex	Jun	14th	Planning	Jun	21st	Out of School W/o Snow	Jun	28th	Out of School w/ snow

Middle School											
1st Wednesday of the Month- Common/team Planning			2nd Wednesday of the Month- SEL Focus			3rd Wednesday of the Month Flex (Data/Training/PL)			4th Wednesday of the Month- School/District Meetings		
Month	1st Wed	Session	Month	2nd Wed	Session	Month	3rd Wed	Session	Month	4th Wed	Session
Sept	7th	(1st Wk of School- No PD)	Sept	14th	Planning	Sept	21st	SEL w/ Gianna	Sept	28th	Principal MTG
Oct	5th	Planning	Oct	12th	Flex	Oct	19th	Flex	Oct	26th	Principal MTG
Nov	2nd	Planning	Nov.	9th	SEL w/ Gianna	Nov	16th	Flex	Nov	30th	Principal MTG
**** Nov. 23rd is Thanksgiving Break											
Dec	7th	Planning	Dec	14th	SEL w/ Gianna	Dec	21st	Flex	Dec	28th	Vacation
Jan	4th	Planning	Jan	11th	SEL w/ Gianna	Jan	18th	Flex	Jan	25th	District MTG
Feb	1st	Planning	Feb	8th	SEL w/ Gianna	Feb	15th	Flex	Feb	22nd	Principal MTG
Mar	1st	Planning	Mar	8th	SEL w/ Gianna	Mar	15th	Flex	Mar	22nd	Principal MTG
March 29th											
Apr	5th	Planning	Apr	12th	SEL w/ Gianna	Apr	19th	Vacation	Apr	26th	Principal MTG
May	3rd	Planning	May	10th	SEL w/ Gianna	May	17th	Flex	May	24th	District MTG
Jun	7th	Planning	Jun	14th	Principal MTG	Jun	21st	Out of School W/O Snow	Jun	28th	Out of School w/ snow

High School											
1st Wednesday of the Month- SEL Focus			2nd Wednesday of the Month- Flex (Data/Training/PL)			3rd Wednesday of the Month - Common/Team Planning			4th Wednesday of the Month- School/District Meetings		
Month	1st Wed	Session	Month	2nd Wed	Session	Month	3rd Wed	Session	Month	4th Wed	Session
Sept	7th	(1st Wk of School- No PD)	Sept	14th	SEL w/ Gianna	Sept	21st	Planning	Sept	28th	Principal MTG
Oct	5th	Flex	Oct	12th	Flex	Oct	19th	Planning	Oct	26th	Principal MTG
Nov	2nd	SEL w/ Gianna	Nov.	9th	Flex	Nov	16th	Planning	Nov	30th	Principal MTG
**** Nov. 23rd is Thanksgiving Break											
Dec	7th	SEL w/ Gianna	Dec	14th	Flex	Dec	21st	Planning	Dec.	28th	Vacation
Jan	4th	Flex	Jan	11th	Flex	Jan	18th	Planning	Jan	25th	District MTG
Feb	1st	SEL w/ Gianna	Feb	8th	Flex	Feb	15th	Planning	Feb	22nd	Principal MTG
Mar	1st	SEL w/ Gianna	Mar	8th	Flex	Mar	15th	Planning	Mar	22nd	Principal MTG
March 29th											
Apr	5th	SEL w/ Gianna	Apr	12th	Flex	Apr	19th	Vacation	Apr	26th	Principal MTG
May	3rd	SEL w/ Gianna	May	10th	Flex	May	17th	Planning	May	24th	District MTG
Jun	7th	Principal MTG	Jun	14th	Principal MTG	Jun	21st	Out of School W/O Snow	Jun	28th	Out of School w/ snow

Coversheet

Personnel Update

Section: III. Leadership Report
Item: B. Personnel Update
Purpose: Discuss
Submitted by:
Related Material: Active Positions - SY2223 - BOT.xlsx
Hires in Progress 8.4.22 - BOT.xlsx

Notice

The following file is attached to this PDF. You will need to open this packet in an application that supports attachments to pdf files, e.g. [Adobe Reader](#):

Active Positions - SY2223 - BOT.xlsx

Notice

The following file is attached to this PDF. You will need to open this packet in an application that supports attachments to pdf files, e.g. [Adobe Reader](#):

Hires in Progress 8.4.22 - BOT.xlsx

Coversheet

First Reading of New/Changing Policies

Section: IV. Policy Review
Item: A. First Reading of New/Changing Policies
Purpose: Discuss
Submitted by:
Related Material: DRAFT GOVERANCE Committee (3).pdf
Dress_Code_Policy_Revisions_8-4-22 DRAFT.docx
Student Recruitment and Retention Committee.docx
DRAFT Facilities Committee description.docx

Governance Excellence Committee

Reports to: The Board of Trustees

Term of Office:

- Board of Trustees and 12-month employees September to August
- Staff, Adult/ Guardians & Students one school year from September to June

Meeting Frequency

- This committee will meet at least three times a year in October, March & June (unless agreed to by the committee) on the first Monday of the month @ 5pm.
- The committee shall call additional meetings as needed.

General Purpose

Support the Board of Trustees in the governance of the School District by ensuring the Trustees are supported in their efforts, monitoring academic performance and adherence to local/state/federal agencies policies & laws.

Purpose & Responsibilities

The Governance Committee is commissioned by and accountable to the Board of Trustees to

- Support of the Board of Trustees
 - Assume the primary responsibility for matters pertaining to Board of Trustees recruitment nominations and evaluation in accordance with the bylaws of the organization as well as established policies and practices approved by the Board of Trustees.
 - Analyze the skills and experience needed on the Board and make recommendations for Board expansion/succession planning.
 - Create a short and long-term board recruitment strategy.
 - Ensure Board of Trustees completes the annual self-assessment.
 - Work with Board Chair and Executive Director on a succession plan for board officers.
 - Work with the Board Chair and/or V-Chair and Executive Director to provide board training, as necessary, to understand how the organization is achieving the board approved goals.
 - The Board of Trustees assumes the primary responsibility of evaluating the Executive Director. The Governance committee will ensure the different stakeholders have a voice in the feedback process.
 - The Board of Trustees holds the Foxborough Regional Charter in accordance with the By-Laws of the school district. The Governance Committee shall support the renewal process and assessments.
 - Trustee Recruitment & Retention
- Assume the responsibility of compliance oversight
 - Massachusetts Department of Elementary & Secondary Education
 - Massachusetts Open Meeting law
 - Department of Public Health

- Board of Health
- Academic Monitoring
 - Monitor the academic results of the organization against the goals laid out in the organization's charter and accountability plan, measuring organizational outcomes against stated goals for metrics such as:
 - Performance on state tests
 - Performance on nationally normed standardized tests (e.g., the MAP, MCAS, SAT 10, etc.)
 - Performance on interim assessments created by the school district.
 - Attendance
 - The Board of Trustees and Executive Director have
 - a clear and shared definition of "academic excellence" for the organization
 - sense of how well the organization is currently performing in reaching that definition of excellence
 - agree on what the next steps the organization will take in order to reach that goal of excellence.
 - The Committee will
 - understand the promises in the charter and accountability plan and understand how well the organization is currently performing against those promises.
 - understand what standardized assessments the school administers, what each one assesses, when each one is administered, and how the data from each is used to inform teaching and programmatic changes.
 - focus on outcomes, using objective data to assess how well the organization is meeting its mission. The committee recognizes that inputs are management level issues, which will be handled by the Executive Director. This board committee will focus strictly on outcomes and oversight and will use the goals set by the Executive Director, relating to the mission, to measure progress.
 - ensure a clear and structured process for updating the Board of Trustees on the organization's performance on key academic outcomes on a regular basis (at least four times per year).
 - review academic-outcome data prior to it being presented to the Board of Trustees, it is presented in a comparative context (e.g., against comparable of how the organization has performed in the past, how other schools in the area have performed, and how other
 - refrain from presenting themselves as an outlet for staff, family, or student complaints or concerns that have not first been formally addressed to the Executive Director
- Financial
 - Consult with the Finance Committee on any change that has a financial component. The Board Treasurer can veto/change an activity/change that violates a bond covenant or simply not in budget.
- The role of the Executive Director is to manage:
 - Evaluation of teachers
 - Selection, design, or review of the quality of curricula

- Plan for professional development for teachers
- Interactions with teachers or other staff members on a regular basis (i.e., daily or weekly)
- Interaction with families or students on a regular basis (i.e., daily or weekly)

Recommendations for Policy Review:

The committee will annually review and shall bring to the Board of Trustees recommendations to change the following policies when appropriate.

- Mandatory Criminal Record (CORI) Checks (shared with Staff Recruitment & Retention Committee)
- FRCS Community Standards for Behavior
- Complaint Procedures
- Non-Discrimination
- Family Education and Rights to Privacy

Review/Support Operational Activities

- Annual Charter Renewal?

Composition:

1. A member of the Board of Trustees will act as the Chair and V-Chair of this committee. If only one member of the Board of Trustees is on the Committee, then the V-Chair will be a member of the District Administration.
2. Board of Trustee and District Administration appointments to the Committee shall be made at least annually in accordance with the FRCS Bylaws.
3. The clerk/secretary to the committee is any adult member of the committee and is responsible for open meeting law compliance.
4. Up to two additional members from the following stakeholders:
 - a. Staff Members
 - b. Parent/Guardians
 - c. Students

	Executive Director Role	Committee Role
Goal Setting	<p>Develop goals/timeline for reporting on progress towards academic goals and propose them to the committee for discussion and feedback</p> <p>Present finalized goals/reporting timeline to the full board for approval</p>	<p>Review Executive Director's proposed goals/reporting timeline</p> <p>Ask questions to ensure that the goals are (1) ambitious and (2) achievable. (These judgments are made relative to the organization's charter promises, other schools' performances, the organization's own past performance.)</p> <p>Recommend finalized goals/reporting timeline to the full board for approval; ensure that all trustees understand goals</p>
Progress Monitoring	<p>Present the committee with data to assess progress towards goals on the agreed upon timeline</p> <p>Present updates on data to full board on agreed upon timeline</p>	<p>Review data to assess progress towards goals on agreed-upon timeline</p> <p>Ask probing questions to better understand the data and help the Executive Director to be thoughtful about the data</p> <p>Help Executive Director to frame data for presentation to the full board</p>
Instructional Decision Making	<p>Select and implement curricula, training, and materials necessary for successful instruction</p>	<p>Sounding board for Executive Director's ideas on how to improve instructional practices and curricula based on student performance data</p>
Staff Oversight	<p>Hire and train all staff</p> <p>Oversee and evaluate all staff</p>	<p>Ensure that Executive Director has created and implemented staff evaluation and feedback procedures</p> <p>Monitor results through annual/biannual staff surveys and through staff retention data</p>



Dress Code Policy

The Foxborough Regional Charter School Board of Trustees believes that part of an orderly learning environment is the appropriate appearance of the scholars attending school. Such appearance should reflect positively on the school and be consistent with standards of decency so that one's own attire does not distract scholars or staff from creating and maintaining a proper learning environment. To that end, the Board embraces a dress code that shall be enforced by staff. Administration will also develop expectations for physical education classes, if necessary, for non-dress code days, and any other school related activities, as needed. The dress code shall consist of the following criteria:

Dress Code Expectations

All scholars are required to dress in the approved school uniform. Appropriate articles of clothing are listed below and must be worn in official school colors, unless otherwise specified. Foxborough Regional Charter School reserves the right to interpret an individual's clothing and personal appearance as it pertains to the dress code policy.

General Dress Code

- Solid navy or tan dress pants or shorts (no higher than 2 inches from the knee)
- Solid navy or white school-approved top with Foxborough Regional Charter School logo embroidered or silk screened
- Solid navy, tan, or designated plaid skirt or skort (no higher than 2 inches from knee)
- Tights, which are worn in addition to, approved FRCS Dress Code need to be solid navy, tan, black, or white. Regular nylons/pantyhose are also allowed.
- Socks that are not covered by pants, tights, T-shirts, turtlenecks or other visible undergarments in dress code colors only
- Head /wraps, scarves, ties, and religious headwear in dress code colors only (solid black, navy blue, or tan)
- Du-Rags/Bonnets will not be permitted
- No branded sweatshirts, jackets, or Polos
- No sweatpants or bare leggings in Middle School/ High School.
- Elementary students may wear sweatpants on gym days for the entire day.
- Hats are not permitted
- Winter Dress Code will allow solid color (Black, Navy Blue, White or Tan) long sleeved shirts under Polo

Shoes

- Sneakers
- Enclosed shoes or boots (covering toes and heels)
- Crocs with straps on always

Game/Competition Day Options

- Team uniform
- Business Attire such as skirt/dress (no higher than 2 inches above knee), or dress pants with a professional top, or dress pants with a shirt and tied

Dress Down Day Dress Code Requirements Scholars are not required to wear dress code colors on Dress Down Days. The following are guidelines regarding expectations of attire on Dress Down days:

- Students are permitted to wear any color clothing
- All items of clothing must be professional fitting: not too loose nor too tight
- Shorts, skorts, and skirts cannot be any higher than 2 inches from the knee
- Leggings can be worn as long as they are accompanied by a long top
- No tank tops can be worn as the primary shirt
- No skin baring or low cut tops allowed
- Hats are not allowed to be worn in the building at any time
- Clothing may not depict, imply, advertise or advocate violence, weapons, use of drugs and alcohol, sexual images or offensive language or messages.

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Physical Education Dress Code Requirements

Scholars in grades K-4, on PE days, may come dressed in their PE clothing. PE clothing is not required to have the FRCS logo but is required to be in dress code colors.

Scholars in grades 5-12 need to be in dress code on PE days. They will have the opportunity to change for PE in the locker rooms.

If they choose to change for PE, they need to change into gym shorts/pants and a t-shirt, in dress code colors. Gym clothes do not need to have the FRCS logo, but must be in dress code colors.

Shorts cannot be more than 3 inches from the knee and no tank tops are allowed. If scholars choose not to change, they can participate in PE as long as they have sneakers and will not lose points off their grade.

STAFF RECRUITMENT & RETENTION COMMITTEE

Student Recruitment & Retention Committee

Reports to: The Board of Trustees

Term of Office: One year

Purpose

The Student Recruitment & Retention Committee is commissioned by and accountable to the Board of Trustees. The primary responsibility is to ensure Foxborough Regional Charter School (FRCS) adheres to policies that align with the communities' profile and ensure programming is aligned with the community profile at FRCS.

The committee shall bring to the Board of Trustees recommendations to change the following policies when appropriate.

- Appropriate Internet Use Policy for Foxborough Regional Charter School – Students (Shred with the Facility committee)
- Bullying Prevention and Intervention Policy (Shared with Staff Recruitment & Retentions Committee)
- Code of Conduct
- Concussion Policy
- Dress Code Policy
- Enrollment Policy
- Field Trip Policy
- Hazing Policy
- Harassment Policy (Shared with Staff Recruitment & Retentions Committee)
- Married or Pregnant Students
- Physical Restraint
- Section 504 Policy & Procedures
- Student Attendance
- Student Handbook
- Technology Use (Shared with Staff Recruitment & Retentions and facilities committees)
- Wellness
- Students who Cheat (Shared with Staff Recruitment & Retentions Committee)
- Student Withdrawal from School - Drop-Outs (Shared with Staff Recruitment & Retentions Committee)
- Smoking and Tobacco Use Policy (Shared with Staff Recruitment & Retentions Committee)
- Transportation Procedure Drop Off/Pick Up of Enrolled Students

The committee shall manage the following activities.

- Open House
- New Family calls
- Personal Exit interview calls
- Review demographics of our enrollment
- Review demographics on our code of conduct events
- Annual enrollment plan
- School Calendar

STAFF RECRUITMENT & RETENTION COMMITTEE

Responsibilities

- Annually review the policies to ensure compliance with state regulations.
- Make suggestions to the Board of Trustees for changes in policy after review with the DESE required guidance.
- Report to the Board of Trustees at regular meetings of the Board in a manner determined by the Board.
- Annually evaluate its work as a committee and the objectives it has committed itself to and report on same to the Board of Trustees

Composition

- This committee is chaired is a member of the Board of Trustees and appointments shall be made
- The clerk/secretary to the committee is Chief of Staff and is responsible for open meeting law compliance.

Compliance

- This committee will meet at least three times during the school year. Primary meetings will be on the third Tuesday of October, January and April. The Committee reserves the right to change the days and months of the meetings as needed..
- The committee shall call additional meetings as needed.

DRAFT FACILITIES COMMITTEE

Reports to: The Board of Trustees

Term of Office:

- Board of Trustees and 12-month employees September to August
- Staff, Adult/ Guardians & Students one school year from September to June

Meeting Frequency

- This committee will meet at least every other month on the first **Monday** of the month @ **5pm.**
- The committee shall call additional meetings as needed.

General Purpose

The facilities committee is commissioned by and responsible to the Board of Trustees. It has the responsibility for working with the Executive Director and Deputy Director to create a technology plan to support learning at FRCS as well as maintain a five-year capital plan.

Responsibilities

1. Five-year capital plan
2. Provide oversight of the procurement process.
3. Maintain and upgrade the physical building.
4. Maintain and upgrade the districts technology.
5. To notify the Finance Committee of any decisions made that impact on the school finances. Such decisions will be made with a clause stating that they are recommendations and are subject to the school's budget policies and procedures. Depending on the nature of the proposed budget change, related policies and procedures may include approval by the Finance Committee and/or the Board of Trustees

Recommendations for Policy Review:

- The committee will annually review and shall bring to the Board of Trustees recommendations to change the following policies when appropriate.
- Technology Use (Shared with Staff Recruitment & Retentions and Facilities committees)
- Appropriate Internet Use Policy for Foxborough Regional Charter School – Students (Shared with Staff Recruitment & Retentions)

Composition:

- A member of the Board of Trustees will act as the Chair and V-Chair of this committee. If only one member of the Board of Trustees is on the Committee, then the V-Chair will be a member of the District Administration.
- Board of Trustee and District Administration appointments to the Committee shall be made at least annually in accordance with the FRCS Bylaws. The Director of Operations and Executive Director will be a member of the Facilities Committee.
- The clerk/secretary to the committee is any adult member of the committee and is responsible for open meeting law compliance.
- Up to two additional members from the following stakeholders:
 - Staff Members
 - Parent/Guardians
 - Students

Composition

1. The chair of the Facilities Committee shall be a member of the Board of Trustees and appointed by the Board in accordance with the bylaws.
2. The clerk/secretary to the committee is Director of Operations and is responsible for open meeting law compliance.

Coversheet

Second Reading of New/Changing Policies

Section:	IV. Policy Review
Item:	B. Second Reading of New/Changing Policies
Purpose:	Vote
Submitted by:	
Related Material:	DRAFT Committee Eligibility.pdf DRAFT Committee Selection Process.pdf DRAFT Board Committee Participation.pdf DRAFT Appeals Committee.pdf Code of Conduct 2022 Revised 8-4-22.docx

DRAFT

Board Committee Eligibility

Scope

This document is applicable to the Board of Trustees Student Liaison and all Staff, Parent/Guardian & Student volunteers for Board sub-committees.

Eligibility	
Staff	must be active employees at Foxborough Regional Charter School (FRCS).
Parents/guardians	must have a child enrolled as a FRCS student and complete a CORI check.
Student	They will be enrolled in grades 9, 10, 11, or 12 at FRCS for the school year that they are applying to be on the Committee. This allows 8 th grade graduates to join for their 9 th grade year during the summer. Meet the requirements for participation in extracurricular activities as defined in the student handbook.

If a candidate falls under two categories (Staff & Parent), they will be categorized as a staff member.

DRAFT

Board Committee Member Selection Process

Scope

This document is applicable to the Board of Trustees Student Liaison and all Staff, Parent/Guardian & Student volunteers on board sub-committees.

Below is a chart of applicable committees this document applies to with representation maximums:

Committee	Representation
Board of Trustees ²	Trustees Up to 1 Student Liaison
Diversity, Equity, & Inclusion Facilities Finance Governance Student Recruitment & Retention Staff Recruitment & Retention	Trustees ¹ Senior Leadership Team ² Up to 2 Staff Members Up to 2 Parent/Guardians Up to 2 Student Representatives

Selection Process for Staff, Parents/Guardians & Students

Staff, parents/guardians, and students must pass the eligibility criteria to participate in committee work at Foxborough Regional Charter School (FRCS). The Committee Chair supervises the process.

Everyone	Members may join one Committee.
	Family members cannot be on the same Committee.
	Will reply to an offer to join a committee within one week of receiving it.
	May serve multiple years on the same Committee if they reapply each year.
Staff & Parents/Guardians	An application will be sent out to solicit volunteers for each Committee.
	Volunteers can rank their interests in multiple committees but will only be selected for one.
Staff	Committees may select new Committee Members if an opening is available during the school year during an open session via majority vote.
	If a single committee has more than 2 staff volunteers, then the final selection will be made via a survey/selection process voted on by the staff. The results of the survey will be released at a Board Meeting Minutes.
Parent/Guardian	If a single committee has more than 2 parent/guardian volunteers, then the final selection will be made by the members of the Committee Members at the first fall meeting of the school year.

¹ Trustees have a selection process which is defined in the FRCS Bylaw's to be followed by the Trustees.

² The Senior Leadership Team (SLT) members are appointed by the Board of Trustees based on their role in the organization.

DRAFT

Board Committee Member Selection Process

Student	<p>Student Committee Members shall be elected by the High School student body each fall with organizational assistance from the High School Administration and the support of the Dean of Culture.</p> <ul style="list-style-type: none">○ Diversity, Equity, & Inclusion committee<ul style="list-style-type: none">▪ Will be elected from the Diversity Equity & Inclusion Advisory Group if the group is currently active at the school.▪ If the Diversity Equity & Inclusion Advisory Group is not active, the student representative will be elected by the High School Student Body. <p>Liaison to the Board of Trustees</p> <ul style="list-style-type: none">○ Students will submit a ≤ 5-minute video essay stating who they are and why they feel they should be selected. For consideration, videos must be received four school days before the September Board meeting.○ The Board of Trustees will select them.
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DRAFT

Board Committee Participation

Scope

This document is applicable to the Board of Trustees Student Liaison and all Staff, Parent/Guardian & Student volunteers for Board sub-committees.

Trustees, Senior Leadership, Staff, Parents/Guardians & Students	
Committee Structure	<p>The Board of Trustees (BOT) will appoint a member of the BOT to act as the Chair of each Committee in accordance with the FRCS bylaws.</p> <p>If a second member of the BOT is appointed to a committee by the BOT, they will act as the V-Chair of each Committee in accordance with the FRCS bylaws.</p> <p>If a second member of the BOT is not appointed to a committee, then a member of the Senior Leadership Team (SLT) or Staff Member will act as the V-Chair of each Committee. The BOT will appoint them.</p> <p>An adult non-student member of the Committee will act as the Clerk. They will be voted into the position by the committee they participate in and is responsible for Open Meeting Law Compliance.</p>
Open Meeting Law	<p>Will complete the <u>Certificate of Receipt of Open Meeting Materials</u> within 30 days (about four and a half weeks) of their appointment and repeat it annually. <u>Open Meeting Law Guide</u></p> <p>Are encouraged to attend Massachusetts Open Meeting Law Training offered by the Massachusetts Attorney General's Office.</p> <p>Committee members will be invited to all Public Session Meetings of their committees in accordance with Open Meeting Law. When appropriate the Board of Trustees may hold a closed Executive Sessions in accordance with the FRCS By-laws and Massachusetts Open Meeting Law. Closed Executive Sessions are by invitation only.</p> <p>Will join Board on Track™ website with an email address to receive meeting notifications, agendas & minutes.</p> <p>May suggest agenda items to the Committee Chair, V-Chair or Clerk for consideration.</p> <p>Will follow the meeting agenda in compliance with Open Meeting Law.</p>
Meeting etiquette	<p>They will also make every effort to reply to the notification of attendance two days before the meetings to ensure there is a quorum to hold meetings.</p> <p>Will follow Roberts' Rules of Order during meetings.</p> <p>Will hold draft meeting minutes confidentially until released to the public through an official vote and publication via the school website.</p>
Requests from outside sources	<p>Will send all requests for information (public documents or media requests) to the Committee Chair for consideration and review via Open Meeting Law.</p> <p>Will NOT speak to the media or on social media on behalf of the school or committee without written permission from the committee chair.</p>
Tenure	<p>Will serve a term of office as a committee member for up to one school year that will end in June.</p>

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Board Committee Participation

	Will Participate in planning and/or executing activities relevant to the committee's scope of work.
	Will participate/plan in at least 80% of all meetings/activities and remain in good standing as a committee member.
	You can resign from a committee at any time via a written resignation (email is acceptable) to the committee chair or in person at a meeting.
	May be removed by the other members of the committee: <ul style="list-style-type: none"> • For failure to participate or unprofessional conduct via the same rules set out by the Foxborough Regional Charter School Bylaws for the Board of Trustees. • Without a vote, if the committee member no longer meets the eligibility criteria.
For Students	Shall represent the students in the district from grades k-12.
	Will have their votes recorded but are not an official voting position in alignment with the state of Massachusetts; thus, it does not count towards a quorum of members.
	Will have the participation rate calculated based on regularly scheduled meetings and not any special meetings ¹ . If a student has an excused absence for the day, they will also be excused from any meetings without impact on a participation rate.
	Additional Items for the Student Liaison to the Board of Trustees <ul style="list-style-type: none"> ○ In the Student Liaison position is essential to hear the student's perspective on subjects that impact their school experience. It is a liaison position, not a full trustee position defined in the FRCS Bylaws.
	In accordance with state labor laws, the students will be excused at 8 pm if the meeting runs longer than 8 pm.
	Will be assigned a Board Members as a mentor.

¹ Special Meetings: Any meeting called in addition to the planned meeting schedule for the school year.

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Board Committee Participation

Committees will

- Comply with Massachusetts Open Meeting law.
- Meet in public sessions allowing for the privilege of the floor.
- Meet at least no less than three meetings per school year, and adults will meet more often if needed.
- Consult with the Finance Committee on any change with a financial component. The Board Treasurer can veto/change an activity/change that violates a bond covenant or is not within budget.
- Policy Review
 - Ensure all policies that are under review get reviewed in committee at least twice and reviewed by the school's legal counsel before sending them to the Board of Trustees for approval.
 - Committees will allow the Board of Trustees the appropriate background on the suggested changes and allow for at least two readings at the Board of Trustees before that Board's vote.
- Send an update on the committee work to the Board of Trustees' regular monthly meeting. Monthly updates to the Board must be submitted one week before the Board's discussion and in PDF format.

DRAFT APPEALS COMMITTEE

Reports to: The Board of Trustees

Term of Office: One year

General Purpose

The Appeals Committee is commissioned by and accountable to the Board of Trustees (BOT). The primary responsibility is to ensure Foxborough Regional Charter School (FRCS) hears and decides on enrollment appeals at FRCS.

Recommendations for Policy Change

The committee shall bring recommendations to the Board of Trustees to change the following policies when appropriate:

- Code of Conduct (Shared with the Student Recruitment & Retention Committee)
- Student Handbook (Shared with the Student Recruitment & Retention Committee)
- Enrollment Policy

Review/Support Operational Activities

- Review Lottery
- Review Annual recommendation for enrollment per grade level

Responsibilities

- Hear and make decisions on enrollment appeals as they relate to the school district's adherence to the enrollment policy.
- To notify the Finance Committee of any decisions made that impact on the school finances. Such decisions will be made with a clause stating that they are recommendations and are subject to the school's budget policies and procedures. Depending on the nature of the proposed budget change, related policies and procedures may include approval by the Finance Committee and/or the Board of Trustees.

Composition

- A member of the Board of Trustees must act as the Chair and V-Chair of this committee.
- Appointments to the Committee shall be made at least annually in accordance with the FRCS Bylaws.
- District Administration will be appointed to the committee by the Board of Trustees annually.
- The clerk/secretary to the committee is responsible for open meeting law compliance.
- Membership:
 - a. 2-5 Board of Trustees: Voting members
 - b. 1-2 District Administration: Does not vote on appeals, however, can vote on other matters coming before the committee.

DRAFT APPEALS COMMITTEE

The Committee shall...

- Redact identifying details for students when posting information on agenda and in minutes.
- Report out to the Board of Trustees at least one week prior to their meeting to ensure being added to their agenda.
- Meet at least four times during the year on the 3rd Thursday of the month (October, January, April & July) at 8:00am and call additional meetings as needed.



Code of Conduct

Philosophy of Discipline

Foxborough Regional Charter School strives to create and sustain a positive school culture and climate by creating systems, structures and procedures that promote positive student behavior, while responding swiftly and appropriately to challenging student misbehavior. Creating and sustaining a positive school culture and climate is the responsibility of all stakeholders including the board of trustees, staff, students, families, community partners, etc. Foxborough Regional Charter School is committed to fostering a school culture and climate where community members feel safe and supported. This includes assessing the function of behavior, while utilizing a multi-tiered system of support framework to determine interventions and respond to student needs. The purpose of disciplinary action is to restore acceptable behavior. When disciplinary action is necessary, it shall be administered with fairness and shall relate to the individual needs and the individual circumstances.

Students violating any of the rules concerning student conduct will be subject to disciplinary action. The degree, frequency, and circumstances surrounding each incident shall determine the method used in enforcing these policies.

Code of Conduct

The Foxborough Regional Charter School Discipline System is designed to promote a safe and orderly environment for learning to take place. Any member of the faculty observing a Code of Conduct violation is expected to act through implementation of the Foxborough Regional Charter School progressive discipline system described below. The Foxborough Regional Charter School Code of Conduct is a three-tiered disciplinary infraction system in which challenging student behaviors are categorized by offense and responded to with a corrective consequence or intervention aligned with the severity and frequency of the behavior. When a faculty member deems a behavior serious enough to merit a Code of Conduct offense and corrective consequence, they Foxborough Regional Charter School utilizes two digital platforms, Educators Handbook and School Brains, to record student Code of Conduct offenses, corrective actions and interventions; in addition to analyzing student behavioral data to inform programs, practices and procedures. ~~The Educator Handbook platform contains discipline data for District level review, while School Brains contains data for state mandated reporting on student discipline.~~

Level 1 disciplinary offenses are initially considered minor infractions ~~documented in Educators Handbook (M.S. & H.S.)~~ with interventions administered by the classroom teacher. Examples of Level 1 offenses include Dress Code Violation, Tardiness to Class, Disruptive/Non-Compliant Behavior et al. A Level 1 offense can escalate to a Level 2 offense if there is an established pattern of behavior, as evidenced by at least three separate incidents of the same offense. ~~A Level 1 offense that rises to a Level 2 offense will be referred to the Dean of~~

Students for further disciplinary action.

Level 2 disciplinary offenses are considered major behavioral infractions ~~that are documented in Educators Handbook (M.S./H.S.)~~ and may result in an administrative investigation and in some circumstances a referral to the School Resource Officer. Examples of Level 2 offenses include Cutting Class, Cutting Detention, Internet Usage Violations, Leaving Class or School Property Without Permission et al. Level 2 offenses are managed by the Dean of Students, who in consultation with the school-based behavior intervention team will determine the appropriate interventions and next steps. Any Level 2 offense that results in a suspension must be reported to the Massachusetts Department of Elementary and Secondary Education (DESE). ~~Therefore, Level 2 offenses resulting in suspension will be logged into School Brains, the Districts student data information system.~~

Level 3 disciplinary offenses are considered major behavioral infractions ~~that are documented in Educators Handbook (M.S./H.S.)~~ and may also result in an administrative investigation and in some circumstances a referral to the School Resource Officer. Examples of Level 3 offenses include Assault of a Staff Member, Bullying/Cyber Bullying, False Alarm et al. Level 3 offenses are aligned with a Massachusetts Department of Elementary and Secondary Education (DESE) code number. Level 3 offenses are also managed by the Dean of Students, who in consultation with the school based behavior intervention team will determine the appropriate interventions and next steps. Any Level 2 offense that results in a suspension must be reported to the Massachusetts Department of Elementary and Secondary Education (DESE).

When a ~~faculty~~ member deems a behavior serious enough to merit a Code of Conduct offense and corrective consequence, they

Discipline Procedure

Consistent with the age of the students, the responsibilities set forth in no way diminish the legal authority of school officials to deal with disruptive behavior. If a student does not accept their responsibilities to respect the rights of others in our school community and commits an infraction of the discipline code of conduct a corrective consequence and/or other intervention will be implemented. It should be noted that it is impossible to list all infractions, corrective consequences and interventions; therefore, administration retains the right to impose corrective consequences and/or interventions for all acts contrary to proper behavior not expressly stated within.

The School Administration team has the right to add to this list, as needed, and use a mixture of consequences for an incident.

Corrective Consequences and Interventions		
Level 1	Level 2	Level 3
Minor Referral Teacher Managed Offense	Major/Office Referral Administrator Offense	Major/Office Referral Administrator Offense with DESE Code #
<ul style="list-style-type: none"> → Verbal Warning/Redirection → Temporary or Permanent Seat Change → Phone Call or Email Home → Buddy Room/Alternative Learning Space. → Student and Teacher Problem Solving Conference → Student, Teacher, Behavior Intervention Team Problem Solving Conference → Time-Out/Break In Classroom → Time-Out/Break Outside of Classroom w/Assignment → Mediation (Teacher-Student or Student - Student) 	<ul style="list-style-type: none"> → Any combination of corrective consequences and interventions listed under Level 1. → Administrative Conference w/Student → Administrative Conference with Parent → Pass Restriction/ Increased Supervision During Transitions → Modified Class Schedule → Loss of a Schoolwide Privilege i.e. Dress Down Day → Extracurricular Activity Ineligibility → Loss of Field Trip Privileges → Suspension from 	<ul style="list-style-type: none"> → Any combination of corrective consequences and interventions listed under Level 1 and Level 2. → In School Suspension (ISS) → Out of School Suspension → Safety Plan → Safety/Threat Assessment → Functional Behavioral Assessment/Behavior Intervention Plan → Permanent Removal from School Based Transportation → School Resource Office/Police Contact

<ul style="list-style-type: none"> → Loss of Classroom Privilege/Temporary Restrictions → Silent Lunch → Loss of Recess → Teacher Assigned Written Reflection i.e. Think Sheet or Restorative Accountability Questions → Classroom Based Community Service → Teacher Administered After School Detention → Teacher Lunch Detention → Additional Academic Assignment → Teacher Facilitated Student Call to Parent → Teacher Facilitated Check In/Check Out W/ or Without Daily Behavior Report Card → Restorative Conversation → Daily Communication Plan w/Parent 	<ul style="list-style-type: none"> Athletic Participation → Social Probation → Stay Away Agreement → Psycho educational session/specialized lesson with School/Adjustment Counselor and/or other Behavior Intervention Team Member → Psycho educational session/specialized lesson w/School Resource officer and School/Adjustment Counselor → Restitution → School Administration Hearing Board Presentation → Bus Suspension → Administrative Lunch Detention → Administrative Afterschool Detention → Administrative Saturday Detention → Behavior Contract → Check-In/Check-Out with School Behavior Intervention Team Member w/Daily Behavior Report Card → School Counseling/Outpatient Mental Health Referral → School Based Community Service → Administrative 	
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	<p>Teacher Assigned Written Reflection i.e. Think Sheet or Restorative Accountability Questions Reflection</p> <ul style="list-style-type: none">→ Referral to Social Skills Group→ Period of Required Uniform Inspection→ Student Intervention Plan	
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Offense	Description	Level 1	Level 2	Level 3	Minor	Major
Abusive Language Profanity/Obscenities	Profanity	•			•	
	Directed to an individual to bring ridicule		•			•
	Any comment from a student that the teacher finds disruptive or inappropriate.	•				
	Directed Cursing	•	•			•
	Threatening language or comments regarding religion, race, heritage, color, gender, sexual orientation, and/or disability		•	•		•
Academic Dishonesty (Cheating/Plagiarism)	Any form of copying or cheating on assignments or assessments; Student copying another student's work or using cheat sheets or an electronic device to get answers.		•	•		•
Alcohol	Sale of Alcohol; Distribution of alcohol; Drinking alcohol; Possession of alcohol; Suspicion of alcohol use and other alcohol offense *Where any such activity has the reasonable likelihood of threatening			•		•

	<p>the health, safety or welfare of the school property, individuals, there on and/or the educational process.</p> <p>Up to ten (10) day Suspension from school. Potential For Expulsion. Referral to the police.</p>					
Arson (Police Contact Required)	<p>A student sets fire to any part of the school building, grounds or off campus. Includes burning of paper</p> <p>Up to ten (10) days suspension from school. Potential for expulsion.</p>		•	•		•
Assault/Battery	<p>An unlawful threat to attempt bodily injury to another. The Act or an instance of unlawfully threatening or attempting to injure another (assault). And/or willful hitting a person by another with intent to do harm with any instrument, article or substance, or any portion of the body (battery). On or off campus</p> <p>Up to ten (10)days suspension with possible referral to police.</p>			•		•
Assault on Staff Member	<p>Physical contact with the intent to harm or cause bodily injury to a staff</p>			•		•

	<p>member on or off campus.</p> <p>Up to ten (10) days suspension from school. Potential for expulsion. Referral to police. Refer to M.G.L. c. 71, sec. 37H.</p>					
Bullying/Cyberbullying	<p>Any overt acts by a student or a group of students directed against another student with the intent to ridicule, humiliate, or intimidate the other student while on school grounds, at a school-sponsored activity, or over social media which is repeated against the same student overtime.</p>			•		•
Bus Misconduct	<p>While on district transportation, conduct that is inappropriate or unsafe. See District Bus Policy for more details</p>		•	•		•
Cutting Class	<p>Student is absent from any class without authorization from a staff member.</p>		•	•		•
Detention--Cutting Teacher/ Administrative Detention	<p>Failing to attend detentions as assigned</p>		•			•
Disruptive or Non-Compliant Behavior	<p>Students engaged in unacceptable behavior during class time; failure</p>	•	•		•	•

	<p>to follow a reasonable request by a school staff member; Do in the opposite instructions, negative response redirection, walking out of the learning environment without permission, arguing with adults, etc.</p> <p>Not completing assignments, slow to follow directions, off task after several directions, etc.</p>					
Dress Code Violation	<p>Student fails to wear clothing according to the FRCS Dress Code Policy</p>	●	●		●	●
Drugs	<p>Sale of Illegal Drug; Sale of a Substance represented as an illegal drug; distribution of an illegal drug; or prescription/over the counter medication; Distribution of a substance represented as an illegal drug; Use of an Illegal drug (i.e. edibles, vaping, smoking, inhaling etc.); Marijuana use; Possession of an illegal drug; Marijuana possession; Possession of illegal drugs with intent to sell; Possession of drug paraphernalia; Suspicion of use of illegal drug; Other drug offense</p> <p>*Where any such activity has the reasonable</p>			●		●

	<p>likelihood of threatening the health, safety or welfare of the school property, individuals, there on and/or the educational process.</p> <p>Up to ten (10) day Suspension from school. Potential For Expulsion. Referral to the police.</p>					
Electronic Devices— Inappropriate Use	<p>Use or possession of a cellular phone, headphones, or electronic device without specific medical or other authorized permission is prohibited during the school day</p>	•	•		•	•
False Alarm	<p>Student sets off any school alarm system without probable cause or collaborates with other student(s) in setting a false alarm</p>			•		•
Forgery, Alteration, or Misuse of Official School Documents or Parental Communication Forgery	<p>The falsification of written Information, the changing of Information or use of such documents beyond defined purposes of documents would include but not be limited to building passes, parental notes for early dismissal, parental notes for tardiness or absence, homeroom forms for tardiness or absence, and</p>		•			•

	report cards.					
Gambling	Playing games of chance/bet for money or desired reward		•			•
Harassment	<p>The unwanted attention from anyone through annoying; threatening or demanding behavior causing fear and/or interfering with another's behavior and actions.</p> <p>FRCS Harassment policy will be applied (see handbook). Up to ten (10) days suspension. Possible referral to police.</p>			•		•

Horseplay/Aggressive Behavior	Invasion of personal space or Horse play without the intent to purposely harm	•	•		•	•
Fighting/Physical Aggression (K-12)	Intentionally hitting, pushing, or kicking another person with hands or feet. Throwing Objects; intent to harm			•		•
Inciting/Attempting To Incite Other Students to Create Disturbance; Disruption of School Assembly	Encouraging other students to participate in unacceptable behavior, through verbal comments or actions (e.g. group either fighting, throwing food, or		•			•

	yelling loudly to encourage others).					
Internet Usage Violation	Student not complying with FRCS Internet Policy		•			•
Leaving Class or School Property Without Permission	Students may not exit school grounds prior to their authorized dismissal time without permission from an administrator, school nurse, or an approved note from a parent.		•			•
Possession of Staff Personal Information	Possessing or accessing staff personal information from district resources, regardless means			•		
Sexual Harassment	Any unwelcome sexual advances, request for sexual favors, or other verbal or physical conduct of a sexual nature. FRCS Sexual Harassment policy will be applied (see handbook).			•		•

<p>Tardiness to Class</p>	<p>Any student who is not in their respective classroom on time when the bell rings to signify the start of each period.</p>	<p>•</p>	<p>•</p>		<p>•</p>	<p>•</p>
<p>Tardiness to School</p>	<p>Any student not in homeroom/1st period class when 7:40a.m. bell rings is considered tardy to school.</p>	<p>•</p>	<p>•</p>		<p>•</p>	<p>•</p>

<p>Theft, Petty Theft, or Violation of Personal Property</p>	<p>Theft of any material owned by another student, staff member, or the school system or looking through someone's personal belongings.</p>		<p>•</p>	<p>•</p>		<p>•</p>
<p>Threat to Staff or Student(s)</p>	<p>Expressed through gesture, body language, Written communication or verbal expression of intent to harm or otherwise cause injury to another person or his/her possessions.</p> <p>Minimum of three (3)days suspension. Referral To Police. Potential for expulsion.</p>		<p>•</p>	<p>•</p>		<p>•</p>

<p>Tobacco</p>	<p>Sale of tobacco; Distribution of tobacco; Use (i.e. smoking, chewing, vaping, electronic cigarette, etc.) of tobacco; Possession of tobacco; Suspicion of tobacco use and other tobacco offense in school building, on school grounds, on a school bus, or at a school sponsored activity anytime</p> <p>*Where any such activity has the reasonable likelihood of threatening the health, safety or welfare of the school property, individuals, there on and/or the educational process.</p> <p>Up to ten (10) day Suspension from school. Potential For Expulsion. Referral to the police.</p>			<p>●</p>	<p>●</p>
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Possession or Use of Illegal Weapons or Substances or Use of Force

Any student who is found on school premises or at school-sponsored or school-related events, including athletic games, in possession of a dangerous weapon, including but not limited to, a gun or knife, or a controlled substance* as defined in Chapter 94, including, but not limited to marijuana, cocaine, and heroin, will be subject to suspension from the school by the Building Based Dean.

Any student, who assaults a principal, assistant principal, teacher, teacher’s aide, or other educational staff on school premises or at school-sponsored events, including athletic games, will be subject to suspension from the school by the Building Based Principal or designee.

Any student who is charged with the offense cited above will be notified in writing of an opportunity for a hearing before the Building Based Principal or designee. At the hearing, a student may have representation along with the opportunity to present evidence and witnesses. After the hearing, the Building Based principal or designee will notify the student

and parents in writing of the outcome. (See Massachusetts General Law, Chapter 71, Section 37 H and 37 H ½ for complete guidelines regarding this policy).

*At FRCS, possession or use of a controlled substance also includes alcohol.

Smoking, Vaping and Tobacco Use Policy

Foxborough Regional Charter School is committed to having a smoke, vape and tobacco free environment for all members of the school community. Therefore, the use of tobacco products and the possession of smoking related products on school property are strictly prohibited. Tobacco and vaping products are defined as cigars, chewing tobacco, snuff or any other form of tobacco.

Regulatory Authority:

603 CMR 23.00: M.G.L. c. 71, 34D, 34E.

23.09: Appeals

(1) In the event that any decision of a Building Based Principal or his/her designee regarding any of the provisions contained in 603 CMR 23.00 is not satisfactory in whole or in part to the eligible student or parent/guardian, they shall have the right of appeal to the superintendent of schools. Requests for such appeal shall be in writing to the superintendent of schools.

(2) The superintendent of schools or his/her designee shall within two weeks after being notified of such appeal (longer should the appellant request a delay) review the issues presented and render a written decision to the appellant, stating the reason or reasons for the decision. If the decision is in favor of the appellant, the superintendent of schools or his/her designee shall promptly take such steps as may be necessary to put the decision into effect.

(3) If the decision of the superintendent of schools or his/her designee is not satisfactory to the appellant in whole or in part, the appellant shall have the right of appeal to the Board of Trustees. Requests for such appeal shall be in writing to the chairperson of the Board of Trustees.

(4) The Board of Trustees shall within four weeks after being notified of such appeal (longer should the appellant request a delay) conduct a fair hearing to decide the issues presented by the appellant.

(a) School officials shall have the burden of proof on issues presented by the appellant.

(b) The appellant shall have the right to be represented by an advocate of his/her

choosing, to cross-examine witnesses, to present evidence, to make a tape or other recording of the proceedings, and to receive a written decision within two weeks after the hearing.

(c) If the appeal concerns statements by an employee of the Board of Trustees, such person(s) shall have the right to be present and to have an advocate of his/her own choosing.

(5) Nothing in 603 CMR 23.00 shall abridge or limit any right of an eligible student or parent/guardian to seek enforcement of 603 CMR 23.00 or the statutes regarding student records, in any court or administrative agency of competent jurisdiction.

In-School Suspension

The Massachusetts Department of Education defines in school suspension as “removal of a student from regular classroom activities, but not from the school premises, for no more than ten consecutive school days, or no more than ten school days cumulatively for multiple infractions during the school year. Removal solely from participation in extracurricular activities or school-sponsored events, or both, shall not count as removal in calculating school days. In-school suspension for ten days or less, consecutively or cumulatively during a school year, shall not be considered a short-term suspension under these regulations. If a student is placed in in-school suspension for more than ten days, consecutively or cumulatively during a school year, such suspension shall be deemed a long-term suspension for due process, appeal, and reporting purposes.”

If assigned an in-school suspension, the student will report to an alternative learning space supervised by a staff member, for half or the entire school day . If a student. Students are expected to report to the alternative learning space, prior to homeroom and remains in the space for the designated time frame. The student will not be permitted to attend any classes, lunch, or recess while serving a in- in school suspension. The student will be provided lunch, breaks and classwork including assignments, tests, quizzes, etc. The student will be expected to work on assigned tasks, while in the alternative learning space. The student will be dismissed from the alternative learning space, at the close of the school day. During an in-school suspension a student is also ineligible to participate in any extra-curricular activities or school-related events.

Out of School Suspension

An out- of -school suspension is a suspension in which the student is removed from the school premises. The student will not be permitted on the school premises and expected to engage in learning from home. The student will be provided with classwork including assignments, tests, quizzes, etc. The student will be expected to return completed assignments upon re-entry from out-of- school suspension. During the course of an out-of-school suspension from school, a student may not be on school premises, during or after school for extracurricular activities or school-related events. Students serving suspensions that last through a weekend or vacation period are not allowed to participate in any extra- curricular activities or school-related events

that take place on those weekends or during those vacation periods. A violation of this school policy will be considered a trespass resulting in immediate notification of the Foxborough Police Department.

All students and their parents/guardians will be invited to and expected to attend a re-entry meeting with a school administrator and if applicable additional student support team members, prior to returning to class following an in-school or out-of-school suspension.

Short Term and/or Long Term Suspension Pursuant to M.G.L. CH. 71, §37H ¾

Suspensions may be short term or long term. Short-term suspension means the removal of a student from the school premises and regular classroom activities for ten (10) consecutive school days or less. Long-term suspension means the removal of a student from the school premises and regular classroom activities for more than ten (10) consecutive school days, or for more than ten (10) school days cumulatively for multiple disciplinary offenses in any school year.

Short Term and/or Long Term Suspensions may occur in-school or out-of-school. In-school short term suspension is the removal of a student from regular classroom activities, but not from the school premises, for no more than ten (10) consecutive school days, or no more than ten (10) school days cumulatively for multiple infractions during the school year. A principal/ at their discretion, may allow a student to serve a long-term suspension in-school. Long-term in-school suspension means the removal of a student from regular classroom activities, but not from the school premises, for more than ten (10) consecutive school days, or for more than ten (10) school days cumulatively for multiple disciplinary offenses in any school year. Short-term out-of-school suspension means the removal of a student from the school premises for ten (10) consecutive school days or less. Long-term out-of-school suspension means the removal of a student from the school premises and regular classroom activities for more than ten (10) consecutive school days, or for more than ten (10) school days cumulatively for multiple disciplinary offenses in any school year.

Student and Parent/Guardian Rights under Massachusetts' Law, M.G.L. C. 71 §37H¾

This section governs all student offenses that may be subject to short- or long-term suspensions that do not involve dangerous weapons, controlled substances, assault on school staff, felony or felony delinquency charges, and/or felony delinquency findings or admissions, all of which are governed by M.G.L. c.71 §§37H and 37H½, as detailed above.

In every case of student misconduct for which suspension may be imposed, the Building Based Principal/designee is required to exercise discretion in deciding the consequence for the offense, consider ways to re-engage the student in learning, and avoid using long-term suspension from school as a consequence until alternatives have been tried. The following document outlines student and parent rights when the Building Based Principal/ or designee is considering and/or decides to implement a removal from school (suspension or expulsion) as a consequence for student misconduct.

Parents /guardians will be invited to attend a meeting with the administration after an out-of-school suspension prior to reinstatement. The meeting for students who are suspended for less than ten days will be attended by the parent(s) or guardian, the student, administration and student support team member (as needed).

Due Process

- I. **In-School Suspension:** An in-school suspension is a removal of a student from regular classroom activities, but not from the school premises. The procedure for an in-school suspension of no more than (10) school days (consecutive or cumulatively for multiple infractions during the school year) will be as follows:
 - a. The Building Based Principal or designee will inform the student of the disciplinary offense charged, the basis for the charge, and provide the student an opportunity to respond. If the Building Based Principal or designee determines that the student committed the disciplinary offense, the Building Based Principal or designee will inform the student of the length of the student's in-school suspension, which may not exceed 10 days, cumulatively or consecutively, in a school year.
 - b. On the same day as the in-school suspension decision, the Building Based Principal or designee will make reasonable efforts to notify the parent orally of the disciplinary offense, the reasons for concluding that the student committed the infraction, and the length of the in-school suspension. The Building Based Principal or designee will also invite the parent/guardian to a meeting to discuss the student's academic performance and behavior, strategies for student engagement, and possible responses to the behavior. Such a meeting will be scheduled on the day of the suspension if possible, and if not, as soon thereafter as possible. If the Building Based Principal or designee is unable to reach the parent/guardian after making and documenting at least two (2) attempts to do so, such attempts will constitute reasonable efforts for purposes of orally informing the parent of the in-school suspension.
 - c. The Building Based Principal or designee will send written notice to the student and parent about the in-school suspension, including the reason and the length of the in-school suspension, and inviting the parent to a meeting with the Building Based Principal or designee for the purpose set forth above, if such meeting has not already occurred. The Building Based Principal or designee will deliver such notice on the day of the suspension by hand-delivery, certified mail, first-class mail, email to an address provided by the parent for school communications, or by other method of delivery agreed to by the administrator and the parent/guardian.
 - d. An in-school suspension of more than 10 cumulative days in a school year will be subject to the procedures for long-term suspension found at page 36.
- II. **Short Term, Out-of-School Suspension:** Except in the case of an Emergency Removal, prior to imposing a short term out-of-school suspension (10 days or less in a school

year) for conduct not covered by M.G.L. c. 71, §37H and 37H ½, Building Based Principal or designee will provide the student and parent/guardian with oral and written notice and an opportunity to participate in an informal hearing.

1. **Notice:** The written notice to the student and the parent/guardian will be provided in English (also in the primary language of the home if the family has marked that they need translation on our Home Language Survey) and will include the following:
 - a) The disciplinary offense;
 - b) The basis for the charge;
 - c) The potential consequences, including the potential length of the student's suspension;
 - d) The opportunity for the student to have a hearing with the Building Based Principal or designee concerning the proposed suspension, including the opportunity to dispute the charges and to present the student's explanation of the alleged incident, and for the parent to attend the hearing;
 - e) The date, time, and location of the hearing; and
 - f) The right of the student and the student's parent to interpreter services at the hearing if needed to participate.

Written notice to the parent/guardian may be made by hand delivery, first-class mail, certified mail, and email to an address provided by the parent for school communications, or any other method of delivery agreed to by the school and parent/guardian.

2. **Efforts to Involve Parents/Guardians:** The Building Based Principal or designee will make reasonable efforts to notify the parent/guardian of the opportunity to attend the hearing. To conduct a hearing without the parent/guardian present, the Building Based Principal or designee must be able to document reasonable efforts to include the parent/guardian. The Building Based Principal or designee is considered to have made reasonable efforts if the Building Based Principal or designee has sent written notice and has documented at least two (2) attempts to contact the parent in the manner specified by the parent for emergency notification.
3. **Format of Hearing:** The Building Based Principal will discuss the disciplinary offense, the basis for the charge, and any other pertinent information. The student also will have an opportunity to present information, including mitigating facts, that the Building Based Principal or designee should consider in determining whether other remedies and consequences may be appropriate. The Building Based Principal will provide the parent/guardian, if present, an opportunity to discuss the student's conduct and offer information, including mitigating circumstances, that the Dean should consider in determining consequences for the student.
4. **Decision:** The Building Based Principal or designee will provide written notice to the

student and parent/guardian of determination and the reasons for it, and, if the student is suspended, the type and duration of suspension and the opportunity to make up assignments and such other school work as needed to make academic progress during the period of removal. The notice of determination may be in the form of an update to the original written notice of hearing.

III. Long Term Out of School Suspension

Additional due process hearing rights arise under federal and Massachusetts law when a long-term suspension is sought. Except in the case of an Emergency Removal prior to imposing a long-term suspension (more than 10 days of suspension, whether in school or out-of-school, whether consecutive or cumulative for multiple offenses during a school year), an administrator will follow the procedures for short-term suspension plus additional procedures as follows:

1. *Notice:* The notice will include all of the components for a short-term suspension in Section above, plus the following:

- a) In advance of the hearing, the opportunity to review the student's record and the documents upon which the Building Based Principal or designee may rely in making a determination to suspend the student or not;
- b) The right to be represented by counsel or a lay person of the student's choice, at the student's/parent's expense;
- c) The right to produce witnesses on his or her behalf and to present the student's explanation of the alleged incident, but the student may not be compelled to do so;
- d) The right to cross-examine witnesses presented by the school district;
- e) The right to request that the hearing be recorded by the Building Based Principal or designee, and a copy of the audio recording provided to the student or parent upon request; and
- f) The right to appeal Building Based Principal or designee's decision to impose long-term suspension to the Superintendent or designee. .

2. *Format of Hearing:* The Hearing will afford the rights set forth in the notice above. The Building Based Principal or designee will also provide the parent/guardian, if present, an opportunity to discuss the student's conduct and offer information, including mitigating circumstances, that the Building Based Principal or designee should consider in determining consequences for the student.

3. *Decision:* Based on the evidence, the Building Based Principal or designee will determine whether the student committed the disciplinary offense, and, if so, after considering mitigating circumstances and alternatives to long-term suspension, what remedy or consequence will be imposed, in place of or in addition to a long-term suspension. The Building Based Principal or designee will send the written determination to the student and parent/guardian by hand-delivery, certified mail, first-class mail, email to an address provided by the parent for school communications, or any other method of delivery agreed to by the school and the parent.

If the Building Based Principal or designee decides to suspend the student on a long-term basis, the written determination will:

- a) Identify the disciplinary offense, the date on which the hearing took place, and the participants at the hearing;
- b) Set out the key facts and conclusions reached by the Building Based Principal;
- c) Identify the length and effective date of the suspension, as well as a date of return to school;
- d) Include notice of the student's opportunity to receive education services to make academic progress during the period of removal from school (if more than 10 cumulative days);
- e) Inform the student of the right to appeal the principal's decision to the superintendent or designee, but only if the principal has imposed a long-term suspension. Notice of the right of appeal shall be in English and the primary language of the home if other than English, or other means of communication where appropriate, and shall include the following information stated in plain language:
 1. the process for appealing the decision, including that the student or parent must file a written notice of appeal with the superintendent or designee within five calendar days of the effective date of the long-term suspension; provided that within the five calendar days, the student or parent may request and receive from the superintendent an extension of time for filing the written notice for up to seven additional calendar days; and that
 2. the long-term suspension will remain in effect unless and until the superintendent or designee decides to reverse the principal's determination on appeal.
 3. If the student is in a public preschool program or in grades K through 3, the principal shall send a copy of the written determination to the superintendent and explain the reasons for imposing an out-of-school suspension, whether short-term or long-term, before the suspension takes effect.

Exception for Emergency Removal

Notwithstanding the provisions for short or long-term suspension set forth above, a student who is charged with a disciplinary offense may be removed temporarily from school if the continued presence of the student poses a danger to persons or property, or materially and substantially disrupts the order of the school, and, in the Building Based Principal or designee's judgment, there is no alternative available to alleviate the danger or disruption.

The Building Based Principal or designee will immediately notify the Building Based Principal in writing of the removal and the reason for it, and describe the danger [or disruption] by the student.

The temporary removal will not exceed two (2) school days following the day of the emergency removal, during which time the Dean will provide the following, as applicable to the length of suspension:

- Make immediate and reasonable efforts to orally notify the student and the student's parent of the emergency removal, the reason for the need for emergency removal, and other applicable matters;
- Provide written notice to the student and parent as provided in Section C or D above, as applicable;
- Provide the student an opportunity for a hearing with the administrator, as applicable, and the parent an opportunity to attend the hearing, before the expiration of the two (2) school days, unless an extension of time for hearing is otherwise agreed to by the Dean, student, and parent.
- Render a decision orally on the same day as the hearing, and in writing no later than the following school day.
- Dean may not remove a student from school on an emergency basis for a disciplinary offense until adequate provisions have been made for the student's safety and transportation.

Services during Removals and School-Wide Education Service Plan

Students who are suspended from school for 10 or fewer consecutive days, whether in or out of school, have the opportunity to make academic progress during the period of suspension; make up assignments; and earn credits missed including, but not limited to, homework, quizzes, exams, papers and projects missed.

Foxborough Regional Charter School has developed a school-wide Education Service Plan for all students who are expelled or suspended from school for more than 10 consecutive school days, whether in or out of school. The Building Based Principal shall ensure these students have an opportunity to make academic progress during the period of suspension or expulsion, to make up assignments and earn credits missed, including, but not limited to, homework, quizzes, exams, papers and projects missed.

Foxborough Regional Charter School's Education Service Plan is subject to change, and may include, but is not limited to, tutoring, alternative placement, Saturday school, and online or distance learning.

If Foxborough Regional Charter School expels a student or suspends a student for more than 10 consecutive school days, Foxborough Regional Charter School is required to provide the student and the parent/guardian of the student with a list of alternative educational services. Upon selection of an alternative educational service by the student and the student's parent/guardian, the school shall facilitate and verify enrollment in the service.

Suspension and/or Expulsion Pursuant to M.G.L. CH. 71, §37H AND §37H½

Under certain circumstances, students may be subject to suspension and/or expulsion by the Building Based Principal, Superintendent or designee as explained below. Students are subject to suspension and/or expulsion (i.e., permanent exclusion) by the Building Based Principal and/or Superintendent for the conduct listed below. (See also, Ch. 71, §§37H)

- Possession of a dangerous weapon*
- Possession of a controlled substance (such as marijuana, cocaine, or prescription drugs not authorized by the school nurse)
- Assault on teachers, administrative staff or other educational personnel**

*This includes not only knives and guns, explosive devices and realistic replicas of such weapons/devices, but also other objects used to assault another person or to otherwise create a dangerous situation, such as a baseball bat, a pair of scissors, matches or a lighter. While such objects would not always constitute "dangerous weapons", administrators and educational professionals will review the circumstances of each case and make a reasonable determination about whether a particular object in a student's possession constitutes a dangerous weapon in the school setting. Any illegal weapon will be turned over to the Police Department. Any student who brings a firearm to school must be expelled for a minimum of one school year, with exceptions granted only by the Superintendent or designee. (The definition of a firearm includes but is not limited to guns [including a starter gun], bombs, grenades, rockets, missiles, mines and similar devices.)

** An "assault" is defined as "an intentional, unlawful offer of corporal injury to another by force, or force unlawfully directed toward person of another, under such circumstances as create well-founded fear of imminent peril, coupled with apparent present ability to execute attempt, if not prevented." Because the potential penalty (expulsion from school) is so serious, we believe courts are likely to interpret the term in Section 37H(a) strictly, requiring either an actual physical assault, or at least a threat accompanied by the means to carry it out, in circumstances that create a reasonable fear of imminent danger.

Suspension Following Criminal or Felony Delinquency Complaint

Upon the issuance of a criminal or felony delinquency complaint against a Foxborough Regional Charter School student, the Building Based Principal may suspend such student for a period of time determined appropriate by the Building Based Principal if he or she determines that the student's continued presence in school would have a substantial detrimental effect on the general welfare of the school.

Expulsion Following Felony Adjudication or Admission

Upon a Foxborough Regional Charter School student being convicted of a felony or upon an adjudication or admission in court of guilt with respect to such a felony or felony delinquency, the Building Based Principal may expel said student if the Building Based Principal determines that the student's continued presence in school would have a substantial detrimental effect on the general welfare of the school. For information on Due Process Procedures pursuant to M.G.L. Ch. 71, §37H and §37H 1/2, please see Appendix.

Continuation of Educational Services under M.G. L. Ch. 71, §37H and §37H½

Any student who is removed from school for a disciplinary offense under G.L. c. 71, §37H or §37H½ for more than ten consecutive days will have an opportunity to receive educational services and make academic progress during the period of removal under a school-wide education service plan, which is described below, and will be so informed at the time of the suspension/expulsion. If the student withdraws from the charter school and/or moves to another school district during the period of suspension or expulsion, the new school/district/district of residence shall either admit the student to its schools or provide educational services to the student under the new school or district's education service plan. Any student that is subject to possible expulsion has the right to due process under Massachusetts General Law chapter 71 section 37H and 37H 1/2 as follows:

MGL CHAPTER 71: SECTION 37H:

- (a) Any student who is found on school premises or at school-sponsored or school-related events, including athletic games, in possession of a dangerous weapon, including, but not limited to, a gun or a knife; or a controlled substance as defined in chapter 94C, including, but not limited to, marijuana, cocaine, and heroin, may be subject to expulsion from the school or school district, by the principal.
- (b) Any student, who assaults an administrator, teacher, teacher's aide or other educational staff on school premises or at school-sponsored or school-related events, including educational athletic games, may be subject to expulsion from the school or school district by the Building Based Principal and/or Superintendent.
- (c) Any student who is charged with a violation of either paragraph (a) or (b) shall be notified in writing of an opportunity for a hearing; provided, however, that the student may have representation, along with the opportunity to present evidence and witnesses at said hearing before the principal. After said hearing, a Building Based Principal may, in his/her discretion, decide to suspend rather than expel a student who has been determined by the Building Based Principal to have violated either paragraph (a) or (b).
- (d) Any student who has been expelled from a school or school district pursuant to these provisions shall have the right to appeal to the Superintendent or designee. The expelled student shall have ten days from the date of expulsion in which to notify the Superintendent or designee of the appeal. The student has the right to counsel at a hearing before the Superintendent or designee. The subject matter of the appeal shall not be limited solely to a factual determination of whether the student has violated any provisions of this section.
- (e) Any school district that suspends or expels a student under this section shall continue to provide educational services to the student during the period of suspension or expulsion under section 21 of chapter 76. If the student moves to another district during the period of suspension or expulsion, the new district of residence shall either admit the student to the school or provide educational services to the student in an education service plan, under section 21 of chapter 76.

MGL Chapter 71 Section 37H 1/2:

- 1.) Upon the issuance of a criminal complaint charging a student with a felony or upon the issuance of a felony delinquency complaint against a student, the Building Based

Principal in which the student is enrolled may suspend such student for a period of time determined appropriate by said Building Based Principal if said Building Based Principal determines that the student's continued presence in school would have a substantial detrimental effect on the general welfare of the school. The student shall receive written notification of the charges and the reasons for such suspension prior to such suspension taking effect. The student shall also receive written notification of this right to appeal and the process for appealing such suspension; provided, however, that such suspension shall remain in effect prior to any appeal hearing conducted by the Superintendent. The student shall have the right to appeal the suspension to the Superintendent. The student shall notify the Superintendent or designee in writing of his request for an appeal no later than five calendar days following the effective date of suspension. The Superintendent or designee shall hold a hearing with the student and student's parent or guardian within three calendar days of the student's request for an appeal. At the hearing, the student shall have the right to present oral and written testimony on his behalf, and shall have the right to counsel. The Superintendent or designee shall have the authority to overturn or alter the decision of the Building Based Principal, including recommending an alternate educational program for the student. The Superintendent or designee shall render a decision on the appeal within five calendar days of the hearing. Such decision shall be the final decision of the school with regard to the suspension.

- 1.) Upon a student being convicted of a felony or upon an adjudication or admission in court of guilt with respect to such a felony or felony delinquency, the Building Based Principal in which the student is enrolled may expel said student if such Building Based Principal determines that the student's continued presence in school would have a substantial detrimental effect on the general welfare of the school. The student shall receive written notification of the charges and reasons for such expulsion prior to such expulsion taking effect. The student shall also receive written notification of his/her right to appeal and the process for appealing such expulsion; provided, however, that the expulsion shall remain in effect prior to any appeal hearing conducted by the Superintendent or designee. The student shall have the right to appeal the expulsion to the Superintendent or designee. The student shall notify the Superintendent, in writing, of his/her request for an appeal no later than five calendar days following the effective date of the expulsion. The Superintendent or designee shall hold a hearing with the student and the student's parent or guardian within three calendar days of the expulsion. At the hearing, the student shall have the right to present oral and written testimony on his behalf, and shall have the right to counsel. The Superintendent shall have the authority to overturn or alter the decision of the Building Based Principal, including recommending an alternative educational program for the student. The Superintendent shall render a decision on the appeal within five calendar days of the hearing. Such decision shall be the final decision of the school with regard to the expulsion. Any school district that suspends or expels a student under this section shall continue to provide educational services to the student during the period of suspension or expulsion under section 21 of chapter 76. If the student moves to another district during the period of suspension or

expulsion, the new district of residence shall either admit the student to the school or provide educational services to the student in an education service plan, under section 21 of chapter 76.

Due Process

When considering the exclusion of a student from school for possession of a dangerous weapon, possession of a controlled substance (such as marijuana, cocaine, or prescription drugs not authorized by the school nurse), or assault on teachers, Building Based Principal or designee may place a student on short term suspension (ten days or less) based upon an informal hearing, to be followed by a formal hearing before the Building Based Principal within that period of suspension to determine whether to take additional disciplinary action, up to and including expulsion from school.

1. The informal hearing will be in the form of a conference between the student and the Building Based Principal or designee. At this conference, the student (1) shall be informed of the reason for the conference, (2) shall be given the opportunity to present his or her side of the story, and (3) shall be given a decision on the suspension. If the Building Based Principal or designee deems delay of the hearing necessary to avoid danger or substantial disruption, this process may occur immediately after, rather than before, the suspension.
2. Prior to putting a suspension into effect, the Building Based Principal or designee shall make a reasonable effort to telephone and inform the student's parent or guardian of the impending suspension; this shall include attempts to contact the parents or guardian at home and at work. Parents may contact the school for additional information regarding the suspension.
3. Formal Hearing. Any student who is charged with any of the misconduct detailed above has an opportunity for a formal hearing before the Building Based Principal. At the hearing, the student may have representation at his or her own expense, along with the opportunity to present evidence and witnesses at said hearing before the Building Based Principal. After said hearing, the Building Based Principal may, in his or her discretion, decide to suspend rather than expel a student who has been determined by the Building Based Principal to have committed the misconduct detailed above. The student is entitled to this hearing prior to an expulsion or prior to a suspension reaching more than ten (10) days in length, and the following procedures will apply:
 - The student shall receive written notice of the following:
 - Charges and a statement of the evidence;
 - Date, time, and place of a hearing;
 - Notice of the right at the hearing to:
 - Be represented by their parents, legal or other representative (at the student's/parent's own expense.)
 - Present evidence.
 - Confront and cross-examine witnesses.

- The school will record (by tape or other appropriate means) the hearing and a copy of such will be made available to the student upon request.
- Notices and proceedings will be translated into the student's/parent's primary language if necessary for their understanding of the proceedings.
- A student and/or parent, upon request, will have the right to review the student's records in accordance with the Massachusetts Student Records Regulations or other applicable law.
- The hearing will be conducted by the Building Based Principal.
- Decisions shall be put in writing and sent to the student and parents.

When considering a suspension/expulsion of a student charged with/convicted of felony, the Building Based Principal will use the standards and procedures set forth in M.G.L. c.71, §37H1/2. In addition, prior to initiating such procedures, the Building Based Principal may meet informally with the student and/or his parents to review the charge and the applicable standards if the Building Based Principal deems it appropriate.

Appeals to Expulsions or Long-Term Suspensions under §37H

Any student who has been expelled or suspended long-term from Foxborough Regional Charter School pursuant to MGL c. 71 §37H shall have the right to appeal to the Superintendent or designee. The expelled or suspended student shall have ten days from the date of the expulsion or long-term suspension in which to notify the Superintendent or designee, in writing, of his or her appeal. The student has the right to counsel, at his or her own expense, at a hearing before the Superintendent or designee. At the appeal hearing, the student shall have the right to present oral and written testimony on his/ her behalf, and shall have the right to counsel. The subject matter of the appeal shall not be limited solely to a factual determination of whether the student has violated any provisions of this section. The Superintendent or designee shall render a decision on the appeal. Such decision shall be the final decision of the school.

Appeals to Expulsions or Suspensions under §37H1/2

The student shall have the right to appeal the expulsion or suspension to the Superintendent or designee. The student shall notify the Superintendent or designee, in writing, of his request for an appeal no later than five calendar days following the effective date of the expulsion or suspension. The Superintendent or designee shall hold a hearing with the student and the student's parent/guardian within three calendar days of the student's request for an appeal. At the hearing, the student shall have the right to present oral and written testimony on his or her behalf, and shall have the right to counsel. The Superintendent or designee shall have the authority to overturn or alter the decision of the Building Based Principal, including recommending an alternate educational program for the student. The Superintendent or designee shall render a decision on the appeal within five calendar days of the hearing. The Superintendent or designee's decision shall be the final decision of Foxborough Regional Charter School with regard to the expulsion or suspension.

Discipline for Scholars with Disabilities

All special education students are expected to follow the expectations for behavior at FRCS and may receive discipline for misconduct like any other scholar. However, special considerations and protections are required before imposing a student's removal exceeding 10 school days from his or her current education placement, including transportation. School authorities can suspend a student with a disability from his or her current placement for less than 10 consecutive or cumulative days for any violation of school rules if non-disabled scholars would be subject to removal for the same offense.

However, removal of a student with a disability for more than 10 consecutive or cumulative days requires consideration as to whether the behavior is a manifestation of the scholar's disability. The student's individualized education program (IEP) team must conduct a "manifestation determination" by reviewing all relevant information and determine if the student's conduct has a direct and substantial relationship to the disability or is a direct result of the school's failure to implement the IEP. If the Team determines the behavior was not a direct result of the student's disability or the school's failure to implement the IEP, the school may discipline the scholar according to the school's code of conduct, except that the district must continue to provide the student with educational services during the period of suspension.

If the misconduct is determined to be a manifestation of the student's disability, the IEP team must review the current IEP, conduct a functional behavioral assessment and implement a behavioral intervention plan for the scholar and, except under special circumstances, return the scholar to the placement from which the scholar was removed, unless the parent and the charter school agree to a change of placement as part of a modification of the student's behavioral intervention plan.

In the event a student possesses, uses, sells or solicits a controlled substance or possesses a weapon, or seriously injures an individual at school or a school function, a school may place a student in an interim alternative education setting for up to 45 days. Building Based Principal or his/her designee may also order the placement of a student in an appropriate interim setting for up to 45 days upon determination that the current placement is substantially likely to result in injury to the student or others.

When a parent(s)/guardian(s) disagrees with the Team's decision on the "manifestation determination" or with a decision regarding placement, the parent(s)/guardian(s) has a right to request an expedited due process hearing from the Bureau of Special Education Appeals. Similar procedures apply to scholars with plans under Section 504 of the Rehabilitation Act of 1973.

Coversheet

Facilities

Section:	V. Committees
Item:	C. Facilities
Purpose:	Vote
Submitted by:	
Related Material:	Finance request.pdf Ops updates for Aug 9 Board Meeting .docx

Proposal budget changes

Lesly Michelot <lmichelot@foxboroughrcs.org>

Fri 05-Aug-22 2:19 PM

To: Susanna Girard <sgirard@foxboroughrcs.org>

Hi Susie,

I hope this not to late and it's what's needed. If I did It wrong please let me know so I can it do it correctly in the future.

Thanks,
Lesly

Proposal for transfer of funds

The Ops department is proposing we transfer \$25000 from the parking/exterior account the other interior improvement account. In addition, we are also requesting \$12,683.43 be transferred to the flooring replacement project which went over budget. And an additional \$81816.57 from the technology plan account to the interior improvement account.

The funds are needed to complete Oven project, the Floor Project in the Applied Learning house and the remainder will act as a reserve for other unforeseen interior work.

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- Finance House Walkway project: Prep work has started
- ES Flooring Project Stage 2 is completed
- Painting will start the week of August 8th
- Base for new MS greenhouse is completed
- Elementary school offices 95% done, just waiting on wiring for phonelines
- Summer moves have not started yet
- Lunch program update Still looking for ovens. A refund was requested for the ovens that had been ordered.
- Kitchen/Oven project has started and will be completed before August 24
- Transportation status 30 students on the wait list ... 2 more vans are needed for special ed students there will be an additional cost
- Technology / chromebook use procedures for maintenance and damages a procedure is being created and will be in place for when the students return
- ES front door project is pushed to next summer due time constraints
- Demolition of Yellow house starts August 8
- Studio Umbro is sending over a contract for review
- ES Roof project completed
- Refurbishing the floors for the Applied Learning house so staff could move in