



# Foxborough Regional Charter School

## Board Meeting

Amended on May 19, 2022 at 1:20 PM EDT

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### Date and Time

Monday May 23, 2022 at 6:15 PM EDT

### Location

Foxborough Regional Charter School  
**Dr Ralph Edwards Conference Room**  
131 Central Street  
Foxborough, MA 02035

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### Meeting Format

Whether in person or online, the public is welcome to attend Board Meetings and have access to meeting minutes. Meetings are held once a month and additionally, as determined by the Board Chair. All meeting Agendas are posted to the school website at least 48 hours in advance of each public meeting.

During the meeting, the Board follows the published agenda and works through business. Audience members are not part of the formal discussion or deliberations, but may raise their hand to add brief comment or ask clarifying questions. Meetings start promptly on time as noted on the agenda.

### In person details:

- Please Review [COVID Guidelines](#) if you are attending in person
- Please Enter through the District Main Office
- Please remember to sign in upon arrival

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### Agenda

	Purpose	Presenter	Time
<b>I. Opening Items</b>			<b>6:15 PM</b>
<b>A.</b> Attendance		Susanna Girard	
<b>B.</b> Call the Meeting to Order		Kathleen Crawford	

	Purpose	Presenter	Time
<b>II. Board Business</b>			
A. Leadership structure FY23	Vote	Julia Garcia	
Proposed Consultant Role			
<a href="https://www.heinemann.com/authors/99298.aspx">https://www.heinemann.com/authors/99298.aspx</a>			
<a href="https://www.theplainredhorsecoachingandconsulting.com/who-we-are">https://www.theplainredhorsecoachingandconsulting.com/who-we-are</a>			
<b>III. Policy Review</b>			
A. Second Reading of New/Changing Policies	Vote	Julia Garcia	
Employee Handbook			
<b>IV. Committees</b>			
A. Facilities	Vote	Badawi Dweik	
<ul style="list-style-type: none"> <li>• Middle School Roof Design Proposals</li> <li>• Demolition of house owned by the school</li> </ul>			
B. Finance	Vote	Matthew Yezukevich	
<ul style="list-style-type: none"> <li>• FY22 budget discussions</li> <li>• FY23 Budget discussions/possible vote</li> <li>• Executive Director Search firm RFP update</li> </ul>			
<b>V. Privilege of the Floor</b>			
<b>VI. Closing Items</b>			
A. Approval of Minutes: 12APR2022	Vote	Susanna Girard	
B. Approval of Minutes: 27APR2022	Vote	Susanna Girard	
C. Approval of Minutes: 10MAY2022	Vote	Susanna Girard	
D. Vote to Adjourn	Vote	Kathleen Crawford	
E. Adjourn Meeting	Discuss	Kathleen Crawford	

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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.

# Cover Sheet

## Leadership structure FY23

<b>Section:</b>	II. Board Business
<b>Item:</b>	A. Leadership structure FY23
<b>Purpose:</b>	Vote
<b>Submitted by:</b>	
<b>Related Material:</b>	GC_resume_2022X.pdf

**GIANNA CASSETTA**

<https://www.linkedin.com/in/gianna-cassetta-consulting/>

Beyond EI Certified Coach (2020). Accomplished school designer and leadership coach with demonstrated ability to create innovative and culturally responsive academic, social and emotional learning programming, cultivate capacity of leadership teams, support organizational development, and craft and deliver customized professional development with an antiracism lens.

Author of:

- *Unconscious Bias and Inclusion* (Beyond EI blended learning course, expected 2022)
- *The Caring Teacher: Strategies for Working Through Our Own Difficulties with Students* (Heinemann, 2019)
- *Classroom Management Matters: The Social and Emotional Learning Approach That Children Deserve* (Heinemann, 2015)
- *Is Grit Really It?* Heinemann's Digital Campus, May 2015
- *How to Stop Controlling Students and Help Them Control Themselves*, Chalkbeat, November 2014
- *Teaching Children to Move from Aggressive to Assertive Behavior*, Heinemann's Digital Campus, September 2014
- *No More Taking Away Recess and Other Problematic Discipline Practices* (Heinemann, 2013)
- *Literacy Centers: A Standards Based Approach for Grades 3 and Beyond* (Pacific Learning, 2002)
- Featured in instructional videos on effective literacy practices, *Step into Guided Reading* (Pacific Learning, 1999)

**EXPERIENCE****THE PLAIN RED HORSE 7/14 -Present, *Founder, Coach and Consultant***

- Past and present clients include Martin Luther King Charter School for Excellence, Noble Story Group, Narrative 4, Colorado Education Initiative, Furr XQ High School, Dickinson Public Schools, Rockwood Public Schools, Planned Parenthood, and Heinemann Publishing

**REDESIGN 2/18-7/19, *Professional Learning Designer***

- Managed school to state level partnerships
- Designed, implemented and ensured quality for all assigned professional development partnerships
- Wrote, and managed the writing of personalized, competency-based social justice curriculum
- Facilitated workshops and coaching on a wide range of instructional and leadership topics
- Assessed impact of projects
- Created tools and processes for organization wide use

**GENERATION READY 2/16-1/18, *Director of Literacy Services***

- Served on Executive Team
- Designed, implemented and ensured quality for all professional development partnerships in the New England area
- Supported and managed consultants
- Facilitated workshops, coaching, and school reviews
- Assessed impact of projects

**SOAR SCHOOLS 9/09-6/14, *Co-Founder and Co-Executive Director***

- Authored and implemented the charter application for a K-5 school in far Northeast Denver

- Recruited board of trustees and staff
- Fundraised for and executed a whole child centered approach that included physical fitness, mental health services, culturally responsive social and emotional learning, trauma sensitive practices, physical health, and nutrition
- Designed an annual summer institute for onboarding staff, focused on supporting students through a balanced approach to academic, artistic and social emotional competence
- Crafted numerous curriculum units utilized by school staff
- Co-created a school wide approach to English Language Development
- Implemented the first plant based public charter school lunch program in the country, earning PCRM's Golden Carrot 1<sup>st</sup> runner up award

**DENVER PUBLIC SCHOOLS 9/08-8/09, *Director of Leadership Development, Office of School Reform and Innovation***

- Authored application for new, non-charter DPS schools
- Advised on evaluation tools and process for approving applications
- Designed and facilitated a "New School Creation Workshop Series" to shepherd applicants through the application writing process
- Created DPS's "New Schools Intensive", a workshop series designed to support newly approved schools in their planning year
- Mentored school leaders of newly approved schools

**FUTURE LEADERS INSTITUTE CHARTER SCHOOL 9/99- 7/08, *Co-Founder, Principal, Teacher***

- Designed and implemented an arts inclusive extended day and year K-8 school to serve 300 students in Harlem, NY
- Administered all aspects of school program including hiring, supervision, curriculum development and professional development
- Co-authored charter school application leading to the school's conversion to charter status as of July 2005
- Mentored aspiring principals through New Leaders for New Schools and through university based administrative internship programs
- Partnered with Responsive Classroom, Developmental Designs, Teacher's College and Mathematics in The City
- Fundraised over a half-million dollars annually

**NEW YORK CITY PUBLIC SCHOOL 198 9/94- 6/99, *Classroom teacher: grades 3,4,5,6***

- Facilitated learning through process-oriented teaching and assessment driven instruction using Balanced Literacy, Teachers College Writing Workshop, and TERC mathematics
- Developed and presented workshops on elements of the Balanced Literacy Program including Guided Reading and Shared Reading
- Participated in District 2's Professional Development Lab as a Mentor Teacher

**NEW YORK CITY PUBLIC SCHOOL 72 9/93-6/94, *Classroom teacher: grade 5***

- Provided child-centered learning in an inquiry-based setting
- Participated in inclusion program with special education class, grades 5-6

**RELATED EXPERIENCE**

National Board Certification

K-6 Generalist

January, 2000

## **EDUCATION**

### **UNIVERSITY OF DENVER GRADUATE SCHOOL OF SOCIAL WORK**

Animals in Human Health Certification, December 2015

### **TEACHERS COLLEGE, COLUMBIA UNIVERSITY, New York, NY**

Coursework for SAS and SDS administrative licensure completed June, 2000

### **FORDHAM UNIVERSITY, GRADUATE SCHOOL OF EDUCATION, New York, NY**

Master of Science in Elementary Education (K-6) awarded June, 1993

### **STATE UNIVERSITY OF NEW YORK AT PURCHASE, Purchase, NY**

Bachelor of Fine Arts awarded December, 1990

# Cover Sheet

## Second Reading of New/Changing Policies

**Section:** III. Policy Review  
**Item:** A. Second Reading of New/Changing Policies  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:**  
5.23.22- FRCS Empl Handbook - 2022-2023 Board Version 1[15]..pdf



# Foxborough Regional Charter School Employee Handbook

School Year: 2022-2023





# Foxborough Regional Charter School Employee Handbook



## Welcome (all paragraphs before the TOC is FRCS Language)

Welcome to Foxborough Regional Charter School! We wish you every success here! We believe that every employee contributes directly to our growth and success, and we hope you will take pride in being a member of our team.

This Employee Handbook was developed to describe some of our expectations for our employees. It will answer many questions about employment with Foxborough Regional Charter School referred to as “FRCS” or the “School”. You should familiarize yourself with the contents of this Handbook, as you are required to comply with all the policies and practices it contains.

The contents of this document have been carefully considered. We believe you will find the policies to be beneficial to both you as an employee and to FRCS. We hope that your experience here will be challenging, enjoyable, and rewarding. We look forward to collaborating with you.

## Our Vision

Foxborough Regional Charter School District seeks to provide students with an outstanding academic program that prepares students for college in a challenging and stimulating learning environment that instills positive ethical, moral, and civic values and prepares students to serve their community as leaders and exemplary citizens. The Foxborough Regional Charter School resolves that, in order to fulfill its commitment to excellence, it must strive to provide our Teachers and Staff opportunities for ongoing development and growth, be responsive to their concerns and needs, and recognize their contributions and skills.

## Our Mission

The Foxborough Regional Charter School will provide students a challenging academic program to prepare them for college by stressing achievement, discipline, hard work and accountability. We will continually challenge all of our students, regardless of ability, so that we will lead the Commonwealth of Massachusetts in all statewide standards and assessments.

The Foxborough Regional Charter School will promote positive ethical, moral, and civic values and prepare students to serve their community as leaders and good citizens. We will present students with projects and issues requiring critical thinking, problem-solving, decision-making, and real-life applications of their academic studies through our Student Life and Community Service-Learning programs which are integral components of the overall educational experience at Foxborough Regional Charter School.

The Foxborough Regional Charter School will commit itself to providing a supportive, professional, and challenging environment for its Teachers and Staff which recognizes the value of professional development, creativity, and initiative. We will constantly seek new ways to allow our Teachers and

# Foxborough Regional Charter School Employee Handbook



Staff to perform to the best of their potential in a collegial atmosphere which recognizes unique talents and the commitment to excel.



## Employment Philosophy

The quality of The Foxborough Regional Charter School is directly related to the quality of its faculty and staff. All employees are expected to maintain the highest professional and personal standards. The School's goal is to foster an environment in which all employees can perform their responsibilities as well as possible, and with the pride and commitment necessary for the School's success.

The School Administration shall strive to hire, evaluate, support, and retain dedicated and conscientious faculty and staff who are well fitted for the professional demands of the School because of their education, experiences, and special qualities of character and personality.

## Educational Philosophy

At the Foxborough Regional Charter School District, we strive to provide a comprehensive and cohesive curriculum that is aligned to National and Massachusetts learning standards. We believe that instruction, learning, and assessment are purposeful and meaningful. It is critical that our students connect their learning from year-to-year as they build toward rigorous in-depth understandings. Foxborough Regional Charter students acquire essential skills and fundamental knowledge that is progressively more complex. We believe our learners are students who endeavor to be extraordinary.

Our students Enter to Learn and Exit to Lead.

## Curriculum and Instruction

Our commitment is to design and facilitate an intentional curriculum that prepares students for success in college, career, or a military pathway. At FRCS, scholar-centered growth and development is at the heart of learning. To this end, our curriculum and instruction:

- Enables our students to engage in self-discovery that builds toward community service
- Empowers our students to make a difference as empathetic, responsible, and global citizens
- Taps our students natural curiosity, facilitates their critical thinking, and enables them to problem solve resourcefully

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- Facilitates critical thinking through research, multimedia, and real-life experiences
- Facilitates a collaborative and experiential approach to learning
- Supports inquiry across all disciplines
- Embeds 21st century technology and resources
- Celebrates and motivates our students as they take academic risks and build confidence

## Community Service Learning

Community Service Learning (CSL) is an integral component to the FRCS mission and academic program. CSL opportunities are embedded within K-12 instruction to enrich the learning experience, teach civic responsibility, and to strengthen the school community. The purpose of the service learning is for students to use what they learn in the classroom to solve real-life problems; to not only learn the practical applications of their studies but become actively contributing citizens and community members through the service they perform.

## Assessment

At FRCS, we value our students individual journey of achievement and growth from kindergarten through their senior year in high school. Our comprehensive assessment plan includes data analysis that intentionally identifies our students specific learning readiness and opportunities for growth. The District participates in the Massachusetts Comprehensive Assessment Skills (MCAS) testing program in grades 3-10 in English, Mathematics and Science. As a state requirement, all students must pass the high school English, Mathematics, and Science portions of the MCAS tests to be eligible for graduation. Additionally, our continuous measures of academic growth include rigorous nationally normed assessments.

To this end, our assessments are:

- Intentional
- Responsive
- Informative toward future instruction
- Formative (ongoing, intermittent, varied)
- Summative (a measure of current knowledge and understanding)

## Multi-tiered System of Support (MTSS)

Upon thoughtful data collection and analysis, students may reveal growth opportunities in academic, emotional, or behavioral areas. In response, students may be referred to the Teacher Assistance Team through the completion of an Individual Student Success Plan (ISSP). This plan is designed to proactively support the scholar's success in meeting individual needs via explicit recommendations such as small group interventions. Families are an essential part of this process.

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## Anti Racism

As a condition of employment with FRCS, employees are required to sign The FRCS Anti Racism Policy and Employee Commitment upon hire, and each year thereafter.

Foxborough Regional Charter School (FRCS) acknowledges the gross inequities that are present in America's education system. We recognize that people of color in our nation face systemic oppression due to white supremacy. In the education system, we acknowledge that power and advantage has historically been, and continues to be provided to white students, while being denied to students of color. As part of that system, we know that we will uphold systemic oppression unless we intentionally and consistently work to see it, name it, and stamp it out in our own behaviors both collectively and individually. We, the Executive Leaders, and Board of Trustees of FRCS have written the Antiracism Policy that follows to codify our commitment to creating a more just society, starting with our own school.

## Diversity, Equity, and Inclusion

FRCS is committed to fostering, cultivating, and preserving a culture of diversity, equity, and inclusion. The collective sum of our individual differences, life experiences, knowledge, innovation, self-expression, unique capabilities, and talent represents a significant part of our culture, our reputation, and achievement as a School.

We embrace and encourage our employees' differences in age, color, disability, ethnicity, family or marital status, gender identity or expression, language, national origin, physical and mental ability, political affiliation, race, religion, sexual orientation, socio-economic status, veteran status, and other characteristics.

The School fully supports all transgender and gender nonconforming staff, including but not limited to preferences regarding pronouns, restroom use, and dress code choices.

All employees must treat others, including co-workers, students, families with dignity and respect. All employees are expected to exhibit conduct that reflects inclusion during work, at work functions on or off the work site, and at all school-sponsored and participative events. Any employee found to have exhibited any inappropriate conduct or behavior against others in violation of the School's policies may be subject to disciplinary action up to and including termination.

## Open-Door Philosophy

We encourage open communication, feedback, and discussion about any matter of importance to an employee; therefore, employees are free to talk with any Principal or Manager at any time. Whether you have a concern, a suggestion, or an observation, we want to hear from you. By listening to you, FRCS can improve, address complaints, and foster employee understanding of the rationale for practices, processes, and decisions.

## **Complaint and Official Grievance Procedures (REVISED- new language in bold)**

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FRCS believes in the development and maintenance of harmonious relationships with its employees. We recognize that in any work situation, some disagreements will occur and have established these procedures to assist with resolution.

Employees should express their complaints in a timely manner given the nature of the problem or issue. Complaints must first be expressed and discussed with the employee's immediate supervisor. The supervisor is expected to discuss concerns with employees in a timely manner in an effort to resolve the matter. Most problems can be resolved at this level. Should complaints fail to be resolved between the employee and the employee's immediate supervisor, the problem or issue should be brought to the attention of the next level of administration. The administrator shall, in a timely manner, conduct a review of the problem or issue, involve Human Resources and other parties as deemed necessary given the nature of the problem or issue, and render a decision regarding resolution of the matter.

A formal grievance procedure should be followed for complaints of violation(s) of a FRCS policy, general employment violations, prohibited discrimination, and harassment (sexual or otherwise), by filling out the **Official Grievance Form and submitting it to Human Resources [see Appendix XX]**. Decisions made as a result of the grievance procedure apply only to the individual who submitted the complaint and shall not serve as a precedent for establishing or changing any policy or procedure.

All appeals to decisions must be made in writing to the Executive Director within seven days. **The Executive Director will respond with a written final decision. A grievance filed against the Executive Director will be brought by Human Resources to the FRCS Board of Trustees.**

Employees are expected to comply with established policies and procedures at all times. FRCS strives to treat all employees fairly. This grievance procedure should not be construed as a substitute for any disciplinary actions.

## Purpose of this Document

This document is intended to provide you with a general understanding of the policies and practices of FRCS. However, this document cannot anticipate every situation or answer every question about employment. Should you have any questions about this Handbook, we welcome you to address them with Human Resources.

This Employee Handbook supersedes and replaces all previous policies and procedures including, but not limited to, all memoranda or written policies that may have been issued on the subjects covered in this document. The policies included are guidelines only and are subject to change as FRCS deems appropriate and necessary. To retain the necessary flexibility in the administration of policies, practices, and benefits, FRCS reserves the right to change, revise, interpret, or eliminate any of the policies, practices, or benefits described in this document at any time, with or without notice. From time to time, you may receive notice of new or modified policies, procedures, benefits, or programs. Any oral or

# Foxborough Regional Charter School Employee Handbook



written statements contrary to the policies, practices, or benefits described in this Employee Handbook, by anyone at FRCS, are unauthorized and disavowed and should not be relied upon. Any deviations from the stated policies must be authorized and approved in writing by Human Resources and the Executive Director.

Conflicting provisions contained in any collective bargaining agreement, to the extent required by law, shall supersede these policies. Nothing in this Handbook or in any other document or policy is intended to violate any local, state, or federal law. Nothing in this Handbook is intended to limit any concerted activities by employees relating to their wages, hours, or working conditions, or any other conduct protected by Section 7 of the National Labor Relations Act. Furthermore, nothing in this Handbook prohibits an employee from reporting concerns to, filing a charge or complaint with, making lawful disclosures to, providing documents or other information to, or participating in an investigation or hearing conducted by, the Equal Employment Opportunity Commission (“EEOC”) or any other federal, state, or local agency charged with the enforcement of any laws.

Employees must comply with this Handbook at all times. Failure to comply with any policies or procedures in this Handbook will result in discipline, up to and including termination of employment.

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# Foxborough Regional Charter School Employee Handbook



DRAFT



## Section 1: Employment Practices

### 1.1 Equal Employment/Nondiscrimination (statutory language cannot be changed)

FRCS provides equal employment opportunities to all employees and applicants without regard to race, color, religion, sex (including pregnancy, lactation, childbirth or related medical conditions), gender identity, sexual orientation, national origin, ancestry, age, physical or mental disability, genetic information (including testing and characteristics), military service or veteran status, citizenship status, certain criminal records, a personal admission to a facility for the care and treatment of a mentally ill person, taking of parental leave, crime victim status, or any other classification protected by applicable local, state, and federal law. This policy applies to all terms and conditions of employment, including, but not limited to, hiring, placement, promotion, termination, layoff, transfer, compensation, training, scheduling, and leaves of absence. FRCS does not tolerate harassment, discrimination, or retaliation of any kind, including, but not limited to, these protected classes. Any employee who believes they have been discriminated against should report their concerns to their Principal, Manager, Human Resources, or the Executive Director.

### 1.2 Hiring and Renewals (statutory language cannot be changed)

Employment with FRCS is at-will. This means that employment may be terminated for any or no reason, with or without cause or notice at any time by the employee or by FRCS. Nothing in this Handbook or any oral statement shall limit the right to terminate at-will. This at-will employment policy is the sole and entire agreement between the employee and FRCS regarding the fact that employment with FRCS is at-will. No Principal or Manager has any authority to enter into a contract of employment express or implied that changes the fact that employment with FRCS is at-will. Only the Executive Director of FRCS or their authorized representative has the authority to enter into an employment agreement that alters the fact that employment with FRCS is at-will, and any such agreement must be in writing signed by the Principal/Executive Director of FRCS or their authorized representative.

### 1.3 Employment Classifications (school specific policy, revised for 2022-2023)

It is the intent of FRCS to clarify the definitions of employment classifications so that employees understand their employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time. The right to terminate the employment relationship at-will at any time is retained by both the employee and FRCS.

All employees are designated as either nonexempt or exempt under state and federal wage and hour laws. These classifications are made based on the guidelines set by the Fair Labor Standards Act (FLSA).

- **Nonexempt:** Nonexempt employees are subject to the minimum wage and overtime provisions of the FLSA and parallel state law. Nonexempt employees are entitled to overtime pay, or “time and one half” when they work more than forty (40) hours per workweek, under the specific provisions of state and federal laws.

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- **Exempt:** Exempt employees generally hold a salaried professional, administrative, or executive position, and perform work duties that exempt them from the minimum wage and overtime provisions of the FLSA.

## **FRCS employs several basic categories of employees:**

- 10 Month or 10 Month & 10 Day Employees
- 12 Month Employees
- Per-Diem Substitutes
- Long Term Substitutes
- Non-Regular Employees (Seasonal, Temporary or Independent Contractors)

Employment status and benefits eligibility, including paid time off, will be outlined in an employee's offer letter or other agreement or policy outlined in this Handbook. Employees will be notified in writing of any changes in their employment classifications that occur during their employment.

Unless specified in an agreement in writing from a Supervisor and the Human Resources Director, full time employees work a schedule of:

- Monday, Tuesday, Thursday, and Friday: 7:30 a.m. until at least 3:00 p.m.
- Wednesday: 7:30 a.m. until at least 4:15 p.m.

## **1.4 Additional, Non-Teaching Assignments for All Staff (school specific policy revised for 2022-2023)**

As part of your role in the FRCS community you may be asked to join in limited activities outside of regular work hours in order to best support the needs of our students and families. FRCS exempt employees may be asked to attend up to 2 weekend/afterschool/evening events each quarter without additional compensation.

These events may include:

- Staff Meetings
- Faculty-Parent Meetings
- Open Houses
- School Wide or Classroom Performances or Sporting Events
- Testing Dates
- Literacy Nights

## **1.5 Immigration Compliance (statutory language cannot be changed)**

FRCS is committed to employing only individuals who are authorized to work in the United States and who comply with applicable immigration and employment law. As a condition of employment, every individual must provide satisfactory evidence of their identity and legal authority to work in the United States for the 2022-2023 School Year

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States within three business days of commencing employment. If the employee cannot verify their right to work in the United States within three business days of employment, FRCS will be required to terminate their employment immediately.

## **1.6 Disability Accommodation (statutory language cannot be changed)**

FRCS will not discriminate against qualified individuals with disabilities regarding any aspect of their employment. To comply with applicable laws ensuring equal employment opportunities for individuals with disabilities, FRCS will provide reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee, unless undue hardship or a direct threat to the health and/or safety of the individual or others would result. Any employee who requires an accommodation in order to perform the essential functions of their job, enjoy an equal opportunity, and/or obtain equal job benefits should contact Human Resources to request such an accommodation.

We will communicate with the employee and engage in an interactive process to determine the nature of the issue and what, if any, reasonable accommodation(s) may be appropriate. In some cases, this interactive process may be triggered without a request from the employee, such as when FRCS receives notice from its own observation or another source that a medical impairment may be impacting the employee's ability to perform their essential job functions.

Employees who believe they need an accommodation must specify, preferably in writing, what barriers or limitations prompted the request. FRCS will evaluate information obtained from the employee, and possibly their health care provider or another appropriate health care provider and will then work with the employee to identify possible accommodations. If an identified accommodation is reasonable and will not impose an undue hardship on FRCS and/or a direct threat to the health and/or safety of the individual or others, we will generally make the accommodation, or FRCS may propose another reasonable accommodation which may also be effective. Employees are required to cooperate with this process by communicating with the School regarding their requested accommodation, providing all necessary documentation supporting the need for accommodation and being willing to consider alternative accommodations when applicable.

## **1.7 Pregnancy and Lactation Accommodation (statutory language cannot be changed, except for designated spaces)**

Employees and applicants with needs related to pregnancy, childbirth, or related conditions (including lactation), may request a reasonable accommodation to enable them to perform their job. A reasonable accommodation may include but is not limited to more frequent or longer breaks; acquisition or modification of equipment or seating; assistance with manual labor; job restructuring; light duty; private non-bathroom space for expressing breast milk; modified work schedules; temporary transfers to a less strenuous or hazardous position; or time off to attend to a pregnancy complication or recover from childbirth. FRCS will provide a reasonable accommodation for needs related to pregnancy, childbirth,



or a related medical condition so long as the requested accommodation does not impose an undue hardship on FRCS. All reasonable accommodations requesting should be made to Human Resources.

FRCS has designated rooms located in each building:

- Elementary School Building - 077B
- Middle / High School Building - 039

Nursing mothers wishing to use this room shall request/reserve the room by contacting the Administrative Assistant for the building they are requesting.

Employees who take leave as an accommodation under this policy will be reinstated to their original job or to an equivalent position with equivalent pay, seniority, benefits, and other terms and conditions of employment upon their notification to FRCS of their intent to return to work or when the employee's need for a reasonable accommodation ends. FRCS may require that employees provide documentation about the need for a reasonable accommodation from an appropriate health care professional.

## 1.8 Employment Applications and Resumes (best practice language)

FRCS relies upon the accuracy of all information provided during the hiring process, including, but not limited to, employment applications, resumes, and any other form(s) associated with the hiring process. All data presented by individuals throughout their employment with FRCS must be true and accurate to the best of their knowledge. Any deliberate misrepresentations, falsifications, or material omissions in any form, whether deemed pertinent or not, in regard to the information or data provided to FRCS, may result in the exclusion of the individual from further consideration for employment, or if the person has already been hired, the termination of their employment with FRCS.

## 1.9 Background Check Procedures (statutory language cannot be changed)

### **CORI**

All schools in Massachusetts are required to perform CORI (Criminal Offender Record Information) checks on "any current or prospective employee or volunteer of the school department, who may have direct and unmonitored contact with children."

FRCS will require all prospective employees to submit to a CORI-criminal background check-as part of the hiring process. All current employees are required to submit to a CORI upon request of the Human Resources team, while employed. Refusal to submit to a CORI will be grounds for immediate termination or failure to hire.

### **Fingerprinting**

In addition to the required CORI check, all employees for public schools must complete a Federal Background Check by way of fingerprint. The Statewide Applicant Fingerprint Identification Services (SAFIS) MorphoTrust USA IndentoGo™ website is available for applicants to schedule fingerprinting

# Foxborough Regional Charter School Employee Handbook



appointments: <http://www.identogo.com/FP/Massachusetts.aspx> or by phone at 866-349-8130. There are several locations to choose from.

You will be required to provide Foxborough Regional School's Provider I.D. which is: **04060000**.

(Substitutes, Student Teachers, Coaches and Subcontractors may provide up to 10 district organization codes to eliminate the need to pay the fee multiple times).

Unlike state CORI checks that have no associated fee, individuals will pay a fee to comply with this requirement that ranges up to \$35 for non-licensed employees to up to \$55 for DESE license-holders (including those with pending applications/license). FRCS does not pay for or reimburse for fingerprinting. Upon leaving your appointment, you will be provided with a fingerprint receipt. A copy of this receipt must be returned to the Human Resources Office and will be confirmation that the fingerprints were captured.

Substitute teachers are school employees under the new law and, therefore, they must submit fingerprints for the state and national checks. If substitute teachers hold educator licenses issued under G.L. c. 71, § 38G, they will pay a fee up to \$55; otherwise, they will pay a fee up to \$35.

If you have already been fingerprinted by another district within the last 7 years, you can request that district send us a suitability determination report. FRCS reserves the right to require a new fingerprinting determination if the letter from the previous district cannot be verified or is not for an equivalent position. In addition, FRCS may obtain CORI checks or request fingerprinting for any subcontractor or laborer commissioned by FRCS to perform work on school grounds when that individual may have direct and unmonitored contact with children.

## **Decision Appeal (NEW FRCS Policy 22-23)**

All criminal background checks are confidential and will be viewed only by the Human Resources team and Executive Director. Information submitted by the Criminal History Board to the School is sent electronically to the Human Resources team. The Executive Director will have final determination in employment decisions if a criminal background check discloses any criminal offenses. All disputes challenging the decision, information or accuracy of the information contained in the criminal background check must be made in writing to the Executive Director.

## **1.10 Personnel Files (best practice language)**

FRCS maintains personnel files on each employee. Employees may view their personnel record upon written request. Only authorized members of management and Human Resources have access to an employee's personnel file. However, FRCS will cooperate with and provide access to an employee's personnel file to law enforcement officials or local, state, or federal agencies in accordance with applicable law, or in response to a subpoena, in accordance with applicable law.



It is an employee's responsibility to promptly notify Human Resources of any changes in personal data. Changes of particular importance are the following:

- Legal name;
- Address change;
- Emergency contact information
- Dependent Information (including contact information);
- Change in gender;
- Marital status;
- Beneficiary changes;
- Military or draft status;
- Tax withholding exemptions; and
- Educational certifications (e.g., licensure, advanced degrees, transcripts, MTEL scores).

Employees can process many of these changes online through the Employee Navigator self-service portal; however, additional documentation may be required before the change can be processed. Employees should contact Human Resources for instructions or questions on how to process the change.

## 1.11 Benefit Eligibility (best practice language)

Benefit plans are available to employees who work 30 or more hours a week, unless otherwise specified by the Director of Human Resources in an offer letter. Benefits offered by FRCS are defined in legal documents such as insurance contracts and summary plan descriptions. If employees are offered benefits, and if a question arises about the nature and extent of plan benefits or if there is a conflict in language, the formal language of the plan documents govern, not the informal wording of this Handbook. Plan documents, if applicable, are available for your inspection. FRCS and its designated benefit-plan administrators reserve the right to determine eligibility as well as interpretation and administration of issues related to benefits offered by FRCS. Employment benefits vary according to the position and status of the employee.

## 1.12 Statutory Insurance Programs (statutory language cannot be changed)

**A. Workers' Compensation Insurance:** FRCS is insured to provide workers' compensation coverage at no cost to employees. This program covers any injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment. Subject to the applicable legal requirements, workers' compensation insurance may provide wage replacement benefits after a waiting period. Employees who sustain work-related injuries or illnesses must inform their Principal or Manager immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage as quickly as possible.





**B. Unemployment Insurance:** FRCS complies with all local, state, and federal laws that govern the unemployment insurance program. The Unemployment Insurance Program provides unemployment benefits to eligible workers who are unemployed through no fault of their own and meet other eligibility requirements (as determined under state law). Information about this program will be provided to employees in the event of an employment separation.

**C. Social Security and Medicare:** During employment with FRCS, all employees contribute a specified percentage of their earnings and FRCS pays an equal amount for the benefits provided under the Social Security and Medicare programs. In addition to retirement benefits, the program also provides benefits for eligible employees and their dependents in the event of disability.

**D. MTRS:** All teaching and some non-teaching employees employed in a Massachusetts charter school are eligible for and required to contribute to the Massachusetts Teachers' Retirement System (MTRS) in lieu of contributing to Social Security. The contribution percentage is determined by MTRS and is based on when an employee first enrolled. Pension will be based on years of service and salary. Please visit <http://www.mass.gov/mtrs> for further information on this benefit.

**E. MA Paid Family Medical Leave:** This is a benefit for anyone who works in Massachusetts and who may be eligible to take up to 26 weeks of paid leave for medical or family reasons. PFML is separate from both the federally mandated benefits offered by the Family Medical Leave Act (FMLA) and from leave benefits that may be offered by the School.



## Section 2: Pay Practices

### 2.1 Pay Schedule (current FRCS policy - unchanged)

For payroll purposes, the workweek is measured from 12:00 AM Sunday to 11:59 PM the following Saturday. All employees are paid on a semi-monthly basis via direct deposit. A paycheck will include earnings for all work performed through the end of that payroll period. If a regularly scheduled payday falls on a holiday employees will receive pay on the last business day before the regularly scheduled payday.

FRCS does not provide pay advances on unearned wages or provide employee loans.

### Mandatory Direct Deposit (NEW FRCS Policy 22-23)

As a condition of continued employment, all employees are required to participate in a direct deposit program for payroll purposes. Electronic paystubs are made available to employees.

### 2.2 Pay Corrections (best practice language)

We make every effort to ensure that our employees are paid correctly. However, inadvertent mistakes can happen. When mistakes do happen and are called to our attention, we will promptly take action to make the necessary corrections. All employees are responsible for reviewing their paychecks when they are received to make sure they are correct. If an error has occurred, the employee should promptly bring the discrepancy to the attention of the Payroll Team so that corrections can be made as quickly as possible. Should there be an underpayment of any kind, we will make every effort to repay an employee as quickly as possible. If there is an overpayment of any kind, employees are responsible for bringing it to the attention of the Payroll Team. Failure to report an overpayment is grounds for disciplinary action, up to and including termination of employment.

### 2.3 Pay Deductions (best practice language)

We advise employees to review their paystub to ensure that it reflects the proper number of withholdings. The W-2 form that employees receive annually reflects how much of their earnings were deducted for these purposes. Any other mandatory deductions to be made from an employee's paycheck, such as court-ordered garnishments, will be explained to the employee if FRCS is ordered to make such deductions.

Despite our best efforts to prevent improper deductions, it is possible that mistakes may be made. If any employee believes that an improper deduction from wages has been made, they should report the situation immediately to the Payroll Team.

No deductions will be taken from an exempt employee's pay inconsistent with the exempt employee's salaried status. Nor shall any policy or statement in this Employee Handbook or any other policy,



practice, or procedure of FRCS be construed as permitting or authorizing an exempt employee's pay to be subject to deductions inconsistent with their salaried status.

#### **2.4 Attendance and Punctuality (school specific policy revised for 2022-2023)**

To maintain a productive work environment, FRCS expects all employees to report to work as scheduled, be on time, and be prepared to start work. Additionally, employees are expected to meet their contractual hours by remaining on site until the end of the day, unless they have pre-arranged time off with their supervisor and logged the time in as sick, personal or vacation time. Small errands off campus may be permitted during lunch breaks, but employees must sign in and out of the building for safety reasons.

Good attendance is a critical element in the performance of every employee and is essential for the success of our School. In order to maintain a healthy work environment, employees should stay home if they are sick. Barring extraordinary circumstances, unplanned absences can disrupt work, inconvenience other employees, and affect productivity. Excessive absences and late occurrences may subject the employee to disciplinary action, up to and including termination of employment. In general, the School considers excessive absenteeism when employees are on track to meet or exceed 9 or more unplanned absences. 3 consecutive sick absences require a note from the doctor and may require additional written clearance from a physician to return to work. Additionally, sick days taken before or after holidays, or in the first week of school, or on the last day of school or immediately following a performance review, require a doctor's note.

If an employee has exceeded the amount of sick, vacation or personal time they accrued, they are not permitted to take additional unpaid time without explicit written approval from Human Resources.

If employees are unable to work their scheduled hours, they must notify their Principal or Manager prior to the start of the school day.

Teachers are responsible for making sure there is a complete substitute teacher folder which is up to date and kept in an accessible location in your classroom. Information that should be available include class roster, class schedule, seating chart (if applicable), and copy of lesson plans to be used in the event of an unplanned absence.

#### **Absent without Leave (AWOL) (NEW FRCS Policy 22-23)**

Any employee who is absent and fails to contact their Principal or Manager and/or Human Resources for three (3) consecutive business days will be considered to have voluntarily abandoned their employment with FRCS.



## 2.5 Work Schedules **(school specific policy revised for 2022-2023)**

All employees of FRCS are expected to demonstrate commitment to the mission of the School, to quality performance, to self-assessment and continuous improvement, and to a positive team approach to students, students' families, and co-workers.

In addition to the regular hours per year (**7:30 am to 3:30 pm** Monday thru Friday and **4:15 pm** on Wednesdays), employees may be required to work extra time when necessary to minimize downtime and to meet calendar requirements and as determined by the School in its sole discretion.

### **Academic Calendar**

To serve as a guide for which days employees will be on duty, the Leadership Team will develop and distribute a calendar of school days, events, holidays, and vacations each academic year. It may be changed at the discretion of the Board of Trustees at any time without notice. Employees' responsibilities may require them to work on days outside the school calendar.

### **Definition of Year**

When benefits, vacations, holidays, or other aspects of employment are described, unless otherwise defined, the "year" is assumed to be the period of time between Staff Orientation, usually the last week prior to the first day of the school year, and as early as August 15th, for 10-month employees, or the period of time between July 1st and the following June 30th, for 12-month employees.

## 2.6 Alternative Work Arrangements **(NEW FRCS Policy 22-23)**

Alternative work arrangements are voluntary workplace alternatives where FRCS agrees to allow an employee to perform some, or all assigned duties at home or another location for all or part of their workweek or give an approved change to typical work hours. These work arrangements will be made on a case-by-case basis at FRCS's sole discretion.

Each request will be reviewed by the employee's Manager and the Director of Human Resources. Approval will depend on the needs of the job, the employee's job performance and attendance history, as well as their personal situation, among other factors.

To request an alternative work arrangement, employees must request the change in writing to Human Resources. Employees will meet with their Manager and Human Resources to discuss the matter and request authorization in advance, when possible.

The School reserves the right to modify or eliminate at its sole discretion an alternative work arrangement at any time, with or without notice.



## 2.7 Timekeeping (best practice language)

All nonexempt employees (hourly paid) are required to sign in and out by accurately recording their time worked in the electronic timekeeping system.

When employees receive their paychecks, they should verify immediately that their working time was recorded accurately and that they were paid correctly for all hours worked. Employees may not start work early, finish work late, work during a meal break, or perform any other extra or overtime work unless directed to do so. Employees who have questions about when or how many hours they are expected to work should contact their Principal or Manager.

It is a violation of FRCS's policy for anyone to instruct or encourage another employee to work "off the clock," to incorrectly report hours worked, or to alter another employee's time records. If any employee is directed or encouraged to incorrectly report hours worked, or to alter another employee's time records, they should report the incident immediately to a Principal or Manager.

Managers must review and approve timesheets at the end of each pay period. Timesheets are retained by FRCS as a record of service and must be carefully prepared each week without exception. Altering, falsifying, or tampering with time records; recording on another employee's timesheet; or having another employee alter someone else's timesheet will result in disciplinary action, up to and including termination of employment.

## 2.8 Overtime (statutory language cannot be changed)

Overtime compensation is paid to all nonexempt employees in accordance with state and federal wage and hour laws. Overtime pay is based on actual hours worked per week above and beyond 40 hours. Any approved paid time off, including sick time, vacation time, holiday pay, or any other type of paid leave, will not be considered hours worked for purposes of calculating overtime. Overtime is paid at "one and one-half" times the "regular rate of pay".

Nonexempt employees may not work overtime without authorization from their Principal or Manager or an appropriate member of the management team. Failure to obtain prior authorization may result in disciplinary action, up to and including termination of employment.

Exempt employees are expected to work as much of each workday as is necessary to complete their job responsibilities and are not paid overtime wages; therefore, they are not required to obtain prior authorization for hours that would normally be considered overtime.

## 2.9 Stipends (NEW FRCS Policy 22-23)

An active employee may earn additional pay for additional work that cannot be completed during the regular school day.



Examples of this include:

- Regular Before or After School Duties
- Tutoring
- Grade Level, Subject Area, or Department Leads
- Program Coordination
- Curriculum Writing
- Coaching

All stipend opportunities will be posted, and internal applicants will be considered and will be chosen by the Principal or Manager.

## **2.10 Break Periods (statutory language cannot be changed)**

FRCS provides break time as appropriate, subject to operational needs and manager discretion. Any rest breaks of short duration (lasting between five and 20 minutes) will be counted as “hours worked” and paid accordingly. Meal breaks lasting 30 minutes or more are not considered “hours worked” for purposes of federal law and will not be paid for nonexempt employees.

## **2.11 Substitute Referral Program (NEW Policy)**

### **Program Rules**

- All active FRCS employees, except those at the Senior Leadership Team level and above, Human Resources personnel, or managers with hiring authority over the referred candidates, are eligible for a referral bonus of \$250
- The hired candidate must work for a minimum of 10 full days within the first 30 days of hire and have no disciplinary actions in that time.
- To be eligible for a referral bonus, the referring employee must submit a referral to Human Resources with a substitute referral form (see Appendix XX) and the employee must submit an electronic application
- The first employee to refer a candidate will be the only referring employee eligible for payment.
- Only candidates who meet the essential qualifications for the position will be considered.
- All candidates will be evaluated for employment consistent with FRCS policies and procedures.
- All information regarding the hiring decision will remain strictly confidential.
- The referring employee must be employed by FRCS during the hired substitute’s first 30 days of employment to receive payment of the referral bonus.
- Any disputes or interpretations of this employee referral program will be handled through Human Resources.

## **2.12 Payment for Advanced Degrees (NEW Policy)**

The Board of Trustees is supportive of our teacher’s education advancement and will work to provide a budget in the future that can support and sustain a higher wage at the time when an employee



advances their education and earns a higher degree. However, at this time, employees must submit their highest earned education to Human Resources by August 1, 2022 before the school year begins, in order to secure a higher salary for the next school year.

- FRCS does not pay for education higher than a Master's Degree.
- Employees must submit their highest earned education to Human Resources by August 1, 2022
- Degrees must be Official and Conferred.
- Degrees must be sent directly from the educational institution and sealed. HR will not accept forwarded emails or opened envelopes.
- Education received by Human Resources after August 2, 2022 or later will be fiscally rewarded in SY23-24.

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## Section 3: Time Off and Leaves of Absence

### 3.1 Holidays (school specific policy revised for 2022-2023)

FRCS will publish a list of observed holidays each school year. Holidays are not the same as school breaks, such as spring break, summer, or winter break. Certain employees may be required to work during such breaks.

#### Holiday Pay Guidelines

- Regular full-time and part-time employees on FRCS's active payroll are eligible to receive holiday pay when the holiday falls on a day the employee is regularly scheduled to work.
- No other category of employee will be eligible for holiday pay.
- Employees who are on a continuous leave of absence are not eligible to receive holiday pay. Employees who are on an approved intermittent leave and are not scheduled to work on the day of a School-observed holiday are not eligible for holiday pay.
- Holiday pay will not count toward hours worked in determining overtime.
- Exempt employees paid a weekly salary will receive no more than their normal weekly salary for any week in which a holiday falls, regardless of whether they perform work on the holiday.

### 3.2 Paid Vacation (school specific policy revised for 2022-2023)

Unless otherwise specified in an employee's offer letter or other agreement, 12-month employees are eligible to accrue paid vacation time. 12-month employees are generally non-teaching staff, including senior administrators, administrative staff, student support staff, and maintenance.

All other employee types (i.e., 10-month employees) will take vacation time during the school vacation weeks and school summer break.

Per diem and temporary staff are ineligible for paid vacation.

The following guidelines and conditions for use of vacation time shall apply to most 12-month employees:

Employee Classification	Vacation Earned Per School Year	Accrual Rate
Non-Administrators	10 days	1 day per month
Administrators	4 weeks	1.67 days per month

12-month part-time staff accrue a prorated share of paid vacation that is provided to 12-month full-time staff. Proration is based on the number of hours the employee is regularly scheduled to work.

#### Guidelines & Conditions:

- Employees accrue vacation time each benefit year (July 1 to June 30).
- In general, when an employee is on an approved leave of absence, requesting vacation time to





extend the leave is not permitted. Each situation may be reviewed on a case-by-case basis with the Human Resources Department.

- For certain employees, vacation time may be required to be taken during a school break. Employees shall refer to their employment offer letter or discuss with their Principal or Manager.
- Vacation can be used in minimum increments of half days or full days.
- Eligible employees must request the use of vacation with as much notice as possible. The granting of vacation time is conditional upon the written approval of an employee's supervisor.
- Vacation will be tracked using a system to be managed by Human Resources.
- If sickness occurs during vacation, it is counted as vacation, and will not be paid as sick time.
- Vacation pay is paid at an employee's base rate and will not be counted towards hours worked for the purposes of determining overtime pay for nonexempt employees.
- When an employee separates from School, whether on a voluntary or involuntary basis, FRCS will pay out all accrued, unused vacation time.
- Unless otherwise specified in a written contract from Human Resources and the Executive Director, all 12 month employees are hired with 10 days of vacation time which they may use throughout the year. Additionally all 12 month employees are given an additional week off in the summer when the building is closed and no business is conducted, which are in addition to the employee's earned vacation time.
- After a 12 month employee's 5th continuous year of employment with FRCS, they are eligible to accrue an additional 5 days of vacation time, and again at the employee's 10<sup>th</sup> continuous year of employment (up to 4 weeks max, not including the additional week when the building is closed).
- Regardless of the amount of vacation time a person earns each year, employees are only authorized to carry over a maximum of 5 days into the next fiscal year, unless approved in writing by the Executive Director and Human Resources. *Any accrued, unused vacation in excess of that amount shall be forfeited.*

### 3.3 Sick Time (school specific policy revised for 2022-2023)

All employees will receive paid sick time as follows:

Employee Category	Total Sick Days Earned Per School Year	Accrual Rate
12-month employees	12 days	1 day/month
10-month employees and 10-month and 10-day employees	9 days	0.9 days/month
Per-Diem Substitutes, Long-Term Substitutes, and Non-Regular Employees (i.e., temporary, and seasonal)	n/a	1 hour accrued for every 30 hours worked

Employees working less than a full-time schedule will accrue a pro-rated amount of sick time based on their regularly scheduled hours.



## General Guidelines

- Sick leave should not be taken the day before or the day after a School-scheduled holiday.
- Sick time leave may be used by the employee for the following reasons:
  - (1) to care for a physical or mental illness, injury or medical condition affecting the employee or the employee's child, spouse, parent, or parent of the spouse;
  - (2) routine medical or dental appointments (including travel time) of the employee or the employee's child, spouse, parent, or parent of the spouse;
  - (3) to address the effects of domestic violence on the employee or the employee's child; or
  - (4) any other reason covered under state sick law

In general, when an employee is on an approved leave of absence, requesting sick time to extend the leave is not permitted, unless the reason for leave qualifies for one of the above reasons. Each situation may be reviewed on a case-by-case basis by the Human Resources Department.

## Notification & Documentation

Notice of the need for sick time leave should be provided to the Principal or Manager as far in advance as possible and must be provided no later than 7:00 A.M., of the day on which the employee will be absent. Medical documentation may be requested for sick time leave exceeding twenty-four (24) consecutive hours (or 3 consecutive days). If an employee fails, without reasonable justification, to provide the required documentation, the School may recoup the sum paid for the sick leave from future pay.

Employees who test positive for COVID-19 with an at-home test must provide the result of a PCR test to the School Nurse within 5 days of their absence or the school will not approve the time off.

Any faculty member who will be absent for any reason is expected to notify their Manager of Principal and the Substitute Coordinator in advance, or as soon as possible, of the absence. For Faculty, the School will arrange to have classes covered by a substitute. Please ensure that lesson plans and materials are readily accessible for another teacher to use in your classroom for the day.

## Carry Forward & Pay Out (school specific policy revised for 2022-2023)

Employees who began working at FRCS prior to the SY2022-2023 may carry forward an unlimited amount of sick time from one year to the next. Employees hired in SY2022-2023 or after may only carry up to 40 hours of sick time from one year to the next. Unused sick time will not be paid out upon separation of employment.

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## 3.4 Personal Days (school specific policy revised for 2022-2023)

Staff and Faculty are eligible for paid personal days. Personal days are not intended to be used as vacation time, rather it shall be used with discretion. For example, this time can be used in case of an emergency, to handle personal matters, or for religious holiday observance not covered by the School calendar on in excess of the maximum amount of religious holidays given by FRCS.

Except in emergency situations, employees must give notice, using the time and attendance online portal at least two (2) days in advance. Taking personal leave on the day before and/or the day after a holiday is discouraged. Requests to use a personal leave in such a case must be submitted in writing by the faculty/staff member to their administrator who will have complete discretion in approving or denying such a request.

Employee Category*	Total Personal Days Per School Year
12-month employees	3 days (front loaded at time of hire)
10-month employees and 10-month and 10-day employees	2 days (front loaded at time of hire)

\*Employees working less than a full-time schedule will receive a pro-rated amount of personal time based on their regular schedule.

\*After each 10 years of service, employees earn an additional personal day.

In general, when an employee is on an approved leave of absence, requesting personal time to extend the leave is not permitted, unless the reason for leave qualifies for one of the above reasons. Each situation may be reviewed on a case-by-case basis by the Human Resources Department.

## 3.5 Bereavement Leave (school specific policy revised for 2022-2023)

Up to three (3) days of paid bereavement leave will be provided to all employees in the event of the loss of an immediate family member. Immediate family member includes a spouse, domestic partner, child, parent, grandparent, parent or grandparent in-law, and sibling or comparable step-relation. Employees will be provided with one (1) day for a non-immediate family member. With approval from one's Principal or Manager, an employee may use any available paid time off for additional time off. Special consideration will also be given to any other person whose association with the employee was similar to any of the above relationships.

## 3.6 Religious Observances and Accommodation

FRCS respects the religious beliefs and practices of all employees and will make available, upon request, reasonable accommodation for such observances when a reasonable accommodation is available that does not create an undue hardship on the School. Employees with religious beliefs or



practices that conflict with their job, work schedule, FRCS's policy or practice on dress and appearance, or with other aspects of employment may seek religious accommodation. Any requests for religious accommodation must be submitted in writing to Human Resources. The written request must include the type of religious conflict that exists and the employee's suggested accommodation. FRCS will make efforts to accommodate these requests.

Employees may take up to 3 additional paid days off to observe religious holidays that require time off from work. Employees must request this time off, at least 2 weeks in advance and submit this request in writing to Human Resources for approval.

### 3.7 Jury Duty (statutory language cannot be changed)

Employees are allowed time off for civic jury duty, and it is treated as a paid absence for up to three business days. When an employee is required to serve as a juror, time off will be granted as follows:

- The employee must notify Human Resources upon receipt of a summons or subpoena so that arrangements can be made to accommodate the employee's absence.
- A document from the court, which verifies the time spent by the employee (including, if applicable, being seated on a jury, being detained in a jury pool, or being subpoenaed as a witness) and, if paid, the amount paid to the employee, must be submitted to the School.
- Faculty shall contact the Substitute Coordinator to obtain the necessary replacements for the employee's School responsibilities for any time period that the employee is absent because of jury duty.
- An employee who is subpoenaed to serve on a grand jury will receive paid time off in the same manner as civic jury duty per the jurisdiction the employee works in.
- An employee who is subpoenaed to serve as a witness for reasons not related to FRCS must use paid time off.

### 3.8 Voting Duty (statutory language cannot be changed)

FRCS encourages all employees to fulfill their civic responsibilities and to vote in official public elections. Generally, working hours are such that an employee will have ample time to cast a vote before or after the work shift. If employees do not have sufficient time to vote, however, that employee should discuss the matter with a Principal or Manager. FRCS will comply with all applicable state and municipal voting time laws.

### 3.9 Military Leave (statutory language cannot be changed)

Both state and federal law provide employees with the right to take leave to serve in the military. At the federal level, military leave rights are governed by the Uniformed Services Employment and Reemployment Rights Act, commonly referred to as USERRA. FRCS abides by all military leave requirements in accordance with applicable state or local laws.



- A. Eligibility for Leave:** FRCS provides unpaid military leaves of absence to employees who serve in the uniformed services as required by USERRA and applicable state laws. The uniformed services are defined as the Army, Navy, Marine Corps, Air Force, Coast Guard, Army National Guard, Air National Guard, Commissioned Corps of the Public Health Service, and any other category of persons designated by the president of the United States in time of war or national emergency. The uniformed services also include participants in the National Disaster Medical System when activated to provide assistance in response to a public health emergency, to be present for a short period of time when there is a risk of a public health emergency, or when they are participants in authorized training. Service consists of performing any of the following on a voluntary or involuntary basis: active duty, active duty for training, initial active duty, inactive duty training, full-time National Guard duty, absence from work for an examination to determine fitness for such duty, and absence for performing funeral honors duty. Total military leave time may not exceed five (5) years during employment, except in certain, defined circumstances.
- B. Notice of Leave:** Advance notice of leave is required, preferably in writing, unless giving of notice is impossible or unreasonable, or notice is prohibited by military necessity (which is defined by the United States Department of Defense). When notice is required, employees must provide their Principal or Manager with as much advance notice as possible of any anticipated leave of absence for military service.
- C. Compensation and Benefits During Leave:** Accrued, unused paid time off will be paid during military leave at the employee's request. After thirty (30) days of continuous military leave, employees may elect to continue their health plan coverage at their own expense, for up to twenty-four (24) months or during the remaining period of service, whichever is shorter.
- D. Reemployment:** To be eligible for reemployment an employee must have provided advance notice of the need for military leave (where required) and have completed their service on a basis that is not dishonorable or otherwise prohibited under USERRA.

Employees whose military service will be for fewer than thirty-one (31) days must report back to work at the beginning of the first full, regularly scheduled workday following completion of service, after allowing for a period of safe travel home and eight (8) hours of rest. Employees whose military service will be for more than thirty (30) days, but fewer than one hundred eighty-one (181) days, must apply for reemployment within fourteen (14) days after completing service. Employees whose service is greater than one hundred eighty (180) days must apply for reemployment within ninety (90) days after completing service.

As with other leaves of absence, failure to return to work or to reapply within applicable time limits may result in loss of reemployment rights. Full details regarding reinstatement are available from Human Resources. An employee returning from military leave is entitled to any unused paid time



off they had at the time the military leave began minus any paid time off they chose to use during the leave. Upon reinstatement, the employee will begin to accrue paid time off benefits at the rate they would have attained if no military leave had been taken.

### 3.10 Paid Family and Medical Leave **(statutory language cannot be changed)**

Under the Massachusetts Paid Family and Medical Leave Law, (MA PFML), eligible employees are entitled to a leave of absence to care for a family member with a serious health condition, their own serious health condition, to bond with a new child, or assist with obligations that arise when a family member is called into active military service. Eligible employees receive wage replacement benefits based on the employee's earnings.

*Paid Family and Medical Leave benefits will not be paid to 10 month or 10 month & 10 day employees when school is not in session. If the planned leave includes dates when school is not in session (i.e. vacation week or summer breaks) those days are counted towards the continuous leave and additional days cannot be added without explicit approval from Human Resources.*

MA PFML benefits are administered by our disability benefits provider, [Principal](#). The specifics of this benefit, including instructions on how to submit a claim can be found on FRCS's Benefits at a Glance.

- A. Health Coverage:** During an approved PFML leave, your health coverage will remain in force if you continue paying your share of the cost on time. In some cases, your payment may need to be made by your personal check or other means to maintain the coverage without interruption. Employees shall work with Human Resources on how premium payments shall be made while on leave.
- B. Notice of Leave:** Employees must provide at least 30 days advanced written notice with Human Resources and specify the anticipated start date of the leave, length of the leave, and expected date of return. If the employee is unable to provide 30 days' notice due to circumstances beyond their control, the employee must provide notice as soon as practicable. Failure to provide timely notice may result in a partial denial or delay in benefits.
- C. Intermittent and Reduced Schedule Leave:** Under some circumstances, employees can take PFML on an intermittent or on a reduced schedule basis to care for their own or a family member's serious health condition or to care for a family member who is covered service member.
- **Reduced Schedule Leave:** This is when you are working a reduced work schedule that is still consistent week-to-week. For example, you normally work 7am-3pm, Monday through Friday, and you need to attend to your dependent child's weekly doctor appointments on Tuesdays and Thursdays, so you may want to work Mondays, Wednesdays, and Fridays. This is a predictable



reduced weekly schedule for the length of the approved PFML leave.

- **Intermittent Leave:** This is when you need to take time off here and there, sometimes in unpredictable increments. This type of leave may also be if you or your family member has a chronic condition that can flare up without warning, requiring time off from work. For example, you may need a certain number of hours off each week for a medical or family need, for unpredictable doctor appointments or physical therapy sessions, for a set period of time.

In order for PFML to be taken on an intermittent or reduced schedule for medical or family reasons, a health care provider must determine it is medically necessary.

If an employee requests intermittent or reduced schedule leave for their own serious health condition, the School may request additional information and will work with the employee to identify a schedule that meets the employee's needs without unduly interrupting business operations (subject to the approval of the employee's healthcare provider).

### **Bonding Leave**

In the case of leave for the birth, adoption, or foster care placement of a child, the School will consider requests to take leave on a reduced schedule, on a case-by-case basis. A reduced schedule leave is a predictable weekly schedule that does not change during the length of the approved leave. Due to the nature of the role for instructional staff, taking bonding leave consecutively provides better consistency and stability in the classroom and is therefore recommended. Intermittent bonding leave is not permissible.

**D. Return to Work:** An eligible employee who takes leave under MA PFML and returns to work on or before the approved leave's end date will be entitled to return to their former job or to an equivalent job with the same or substantially similar duties and responsibilities and with equivalent benefits, pay, and working conditions, as determined by the organization. Taking family leave will not result in the loss of any employment benefit accrued prior to the date the leave began. The School may deny restoration to any employee if other employees of equal length of service credit in the same or equivalent positions have been laid off due to economic conditions or a change in operating conditions or the contract for employment for which the employee was hired has concluded and would not have otherwise continued to employ the employee.

**E. Coordination with Other Leaves:** Leave taken under PFML will run concurrently with leave taken under the Massachusetts Parental Leave Act and the federal Family and Medical Leave Act when the leave is for the same qualifying reason.



**F. Fraudulent Use of MA PFML Prohibited:** Employees who fraudulently obtain MA PFML shall not receive the protections and benefits provided by the law and may be required to repay any benefits received and may be subject to disciplinary action up to and including termination.

In the event of a conflict between this policy and the private PFML carrier benefit summary or certificate of coverage, the carrier's documents govern.

### **3.11 Parental Leave (statutory language cannot be changed)**

Full-time employees are entitled to take up to eight (8) weeks of unpaid leave for the birth of a child or placement for adoption or placement pursuant to a court order of a child under eighteen (18) years of age (or under twenty-three (23) years of age if the individual is mentally or physically disabled). Employees are eligible for leave under this policy if they are full-time and have been employed by FRCS for at least three consecutive months. If an employee's parental leave qualifies as leave under the Massachusetts Paid Family and Medical Leave and the federal Family and Medical Leave Act when the leave is for the same qualifying reason (FMLA), the two leaves will run concurrently. Leave under this policy is unpaid, however employees may choose to use accrued paid time off and apply for paid medical and family (PFML) benefits as described above.

### **3.12 Crime Victim Leave (statutory language cannot be changed)**

Employees who are victims of abusive behavior, defined for purposes of this policy to include domestic violence, stalking, sexual assault, and kidnapping, or that have a family member who is a victim of abusive behavior, may take up to 15 days of unpaid leave within a 12-month period to address issues related to the abuse. Employees may use any available vacation leave, personal leave, and sick leave, if applicable.

For purposes of this policy, abusive behavior includes conduct by a current or former spouse; a person with whom the employee or covered family member shares a child; a person cohabitating with or who has cohabitated with the employee or covered family member; a person related by blood or marriage to the employee or covered family member; or a person with whom the employee or covered family member has or had a dating relationship.

Where they overlap, leave taken under this policy will run concurrently with leave under FMLA.

Employees needing leave under this policy must provide advance notice when foreseeable. However, if there is a threat of imminent danger to the health or safety of the employee or a covered family member, the employee must notify FRCS within three workdays that protected leave was taken or is being taken. Such notice may be provided by the employee, a family member of the employee, or a professional assisting the employee with addressing the abusive behavior, and can be made via telephone, in person, or in writing.





FRCS may require employees to provide supporting documentation demonstrating that the employee or a covered family member was the victim of abusive behavior and that the reason for taking leave was related to that behavior. All information and documentation related to an employee's use of domestic violence leave will be kept confidential, unless such disclosure is expressly required by law, requested in writing by the employee, or necessary to protect the safety of the employee or other employees.

Upon return from leave, employees will be restored to their original position or to an equivalent position. FRCS will not take any adverse action against an employee for exercising their rights under this policy. Additionally, employees taking leave under this policy will not lose any benefits accrued prior to the start of the leave.

### **3.13 Small Necessities Leave (statutory language cannot be changed)**

Under the Small Necessities Leave Act (SNLA), employees who are eligible for Family and Medical Leave under the federal law shall be entitled to a total of 24 hours of additional unpaid leave (which may be taken intermittently or on a reduced leave schedule) during any calendar year to:

- Participate in school activities directly related to the educational advancement of their children, such as parent-teacher conferences or interviewing for a new school;
- Accompany child(ren) to routine medical or dental appointments, such as checkups or vaccinations; or
- Accompany an elderly relative of the employee to routine medical or dental appointments or appointments for other professional services related to the elder's care, such as interviewing nursing or group homes.

Employees are required to give notice of their need for leave under SNLA not less than seven (7) days before the leave is to begin if the leave is foreseeable; if it is not foreseeable, such as for an illness or injury, the employee must give notice to their Principal or Manager and/or Human Resources of the need for leave as soon as it is practical. Any leave taken under SNLA will be unpaid unless the employee wishes to use vacation or personal time, in which case it should be recorded as such by the employee, and it will run concurrently with leave under the Massachusetts Earned Sick Time Law.

# Foxborough Regional Charter School Employee Handbook



## Section 4: The Workplace

As stated in the section on general philosophy, “Employees are expected to maintain the highest professional and personal standards.” This would include but not be limited to communication and interactions with fellow Employees, Parents and Students whether in person, by phone or internet usage. Examples of some of the conduct standards by which the School requires our employees to abide are outlined within this section. Inappropriate behavior may lead to discipline, up to and including termination.

### 4.1 Appearance and Dress Code (school specific policy revised for 2022-2023)

FRCS embraces cultural differences and encourages all employees to express themselves freely, observed through their choices in clothing, hairstyles and accessories which are consistent with their cultural, ethnic, religious or racial heritage or identity. FRCS does not have dress codes that restrict employees’ clothing or appearance on the basis of gender. Transgender and gender non-conforming employees have the right to dress in a manner consistent with their gender identity and/or gender expression.

#### General Guidelines

- We adopt a “business casual” approach. Examples include slacks, khakis, collared shirts, polo or buttoned shirts skirts, sweaters, dresses, and blazers.
- Everyone is expected to wear clean clothing, free of holes, rips, tears, or other signs of wear.
- Work clothes should be professional. If you can wear it to the beach or the gym, it is not considered work appropriate.
- Additionally, graphic t-shirts, jeans, shorts, and footwear such as flip flops are not considered appropriate in our work environment unless the day’s tasks and responsibilities require otherwise, or you are told otherwise by a manager or supervisor.
- Attire for employees who work during summer months may be more relaxed at the discretion of the senior leadership team.

If an employee has a question about what constitutes appropriate work attire, please contact your Principal or Manager. Employees who report to work in violation of this policy may be instructed to return home to change.

This policy will be interpreted to comply with applicable local, state, or federal law. FRCS will reasonably accommodate exceptions to this policy if required due to an employee’s religious beliefs, medical condition, or disability. Employees who need an accommodation should contact their Principal or Manager and Human Resources.



## 4.2 Code of Conduct and Ethics (best practice language)

All employees of Foxborough Regional Charter School are responsible for being aware of the state's conflict of interest laws and comporting themselves in a manner that will not violate those laws. All employees are required to complete all statewide certification requirements.

Our reputation for integrity and excellence requires careful observance of the spirit and letter of all applicable local, state, and federal laws and regulations, as well as a scrupulous regard for the highest standards of conduct and personal integrity. FRCS expects all employees to act in accordance with all internal policies and aforementioned laws and regulations, and to refrain from any illegal, dishonest, or unethical conduct. The use of good judgment based on high ethical principles should guide employees with respect to acceptable conduct. If a situation arises where it is difficult to determine the proper course of action, employees should discuss the matter with their Principal or Manager and/or Human Resources. Compliance with this policy is the responsibility of every employee of FRCS. Disregarding or failing to comply with our standards of business ethics and/or code of conduct may lead to disciplinary action, up to and including termination of employment.

## 4.3 No Solicitation or Distribution (current FRCS policy - unchanged)

Employees must not solicit other employees or distribute literature or printed matter of any kind for any purpose during their working hours unless authorized by the School. Solicitation does not include mere discussions without a concurrent request for action. Working hours does not include breaks or other off-duty time. Employees are also not permitted to distribute literature or printed matter of any kind at any time in the work areas of the School. People who do not work for the School are prohibited from distributing literature of any kind or soliciting employees for any purpose at any time on School premises.

## 4.4 Prohibition Against Harassment (statutory language cannot be changed)

It is the goal of FRCS to promote a workplace that is free of harassment. As a result, FRCS maintains a strict policy prohibiting sexual harassment and harassment against applicants and employees based on any legally-recognized status, including, but not limited to: race, color, religion, creed, sex, pregnancy (including lactation, childbirth or related medical conditions), sexual orientation, gender identity, age (40 and over), national origin or ancestry, physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed service member status, citizenship status, certain criminal records, a personal admission to a facility for the care and treatment of a mentally ill person, taking of parental leave or any other status protected by federal, state or local law.

FRCS's anti-harassment policy applies to all persons involved in its operations, regardless of their position, and prohibits harassing conduct by any employee of FRCS. This policy also protects employees from prohibited harassment by third parties, such as, vendors, visitors, or temporary or seasonal workers. If such harassment occurs in the workplace by someone not employed by FRCS,



the procedures in this policy should be followed. The workplace includes actual work sites, any setting in which work-related business is being conducted (whether during or after normal business hours), FRCS -sponsored events, or FRCS -owned/controlled property.

## ***Sexual Harassment Defined***

Sexual harassment includes unwanted sexual advances; requests for sexual favors; or visual, verbal, or physical conduct of a sexual nature when:

- Submission to such conduct is made a term or condition of employment; or
- Submission to, or rejection of, such conduct is used as a basis for employment decisions affecting the individual; or
- Such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile, or offensive working environment.

Sexual harassment includes various forms of offensive behavior based on sex. The following is a non-exhaustive list of the types of conduct prohibited by this policy:

- Unwanted sexual advances or propositions (including repeated and unwelcome requests for dates);
- Offers of employment benefits in exchange for sexual favors;
- Making or threatening reprisals after a negative response to sexual advances;
- Visual conduct: leering, making sexual gestures, displaying of sexually suggestive objects or pictures, cartoons, posters, websites, emails, or text messages;
- Making or using sexually derogatory comments, innuendos, epithets, slurs, sexually explicit jokes, or comments about an individual's body or dress, whistling, or making suggestive or insulting sounds;
- Verbal and/or written abuse of a sexual nature, graphic verbal and/or written sexually degrading commentary about an individual's body or dress, sexually suggestive or obscene letters, notes, invitations, emails, text messages, tweets, or other social media postings;
- Physical conduct: touching, assault, or impeding or blocking normal movements and/or;
- Retaliation for making reports or threatening to report sexual harassment.

## ***Other Types of Harassment***

Harassment on the basis of any legally protected status is prohibited, including harassment based on race, color, religion, sex, pregnancy (including lactation, childbirth, or related medical conditions), sexual orientation, gender identity, age (40 and over), national origin or ancestry, physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed service member status, or any other status protected by federal, state, or local law. Prohibited harassment may

# Foxborough Regional Charter School Employee Handbook



include behavior similar to the illustrations above pertaining to sexual harassment. It also includes, but is not limited to:

- Verbal conduct including taunting, jokes, threats, epithets, derogatory comments, or slurs based on an individual's protected status;
- Visual and/or written conduct including derogatory posters, photographs, calendars, cartoons, drawings, websites, emails, text messages, or gestures based on an individual's protected status; and
- Physical conduct including assault, unwanted touching, or blocking normal movement because of an individual's protected status.

## **Complaint Procedure**

Any applicant or employee who believes that they have been subjected to prohibited harassment or retaliation by a coworker, manager, student, visitor, parent, or temporary staff member of FRCS, or who believes another individual has been subject to such conduct, should report it immediately. Applicants and employees are encouraged to report concerns, even if they relate to incidents in the past, involve individuals who are no longer affiliated with FRCS, or concern conduct occurring outside of work if it impacts the individual at work.

Complaints can be made verbally, or in writing, to the personnel listed below:

<p><b>Director of Human Resources</b>            Foxborough Regional Charter School            131 Central Street            Foxborough, MA 02035            508-698-7375</p>	<p><b>Chief of Staff</b>            Foxborough Regional Charter School            131 Central Street            Foxborough, MA 02035</p>
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Employees are not required to report any prohibited conduct who may be hostile, who has engaged in such conduct, who is a close associate of the person who has engaged in such conduct, or with whom the employee is uncomfortable discussing such matters.

Employees are encouraged, but not required, to communicate to the offending person that their conduct is offensive and unwelcome. Anyone in a Leadership role who receives a complaint of harassment or retaliation must immediately report the allegation to Human Resources.

After a report is received, a thorough and objective investigation will be undertaken. Confidentiality will be maintained to the extent practical and permitted by law. Investigations will be conducted as confidentially as possible and related information will only be shared with others on a need-to-know basis. The investigation will be completed, and a determination made and communicated to the employee, as soon as practicable.



If a complaint of prohibited harassment or discrimination is substantiated, prompt and effective remedial action will be taken, including appropriate disciplinary action, up to and including termination of employment. If a complaint cannot be substantiated, FRCS may take appropriate action, such as additional training, to reinforce its commitment to providing a work environment free from harassment.

### **Leadership's Responsibility**

- Implementing this policy, which includes, but is not limited to, taking steps to prevent harassment and retaliation;
- Ensuring that all employees under their supervision have knowledge of and understand this policy;
- Promptly reporting any complaints to Human Resources so they may be investigated and resolved in a timely manner;
- Taking and/or assisting in prompt and appropriate corrective action when necessary to ensure compliance with this policy; and
- Conducting themselves, at all times, in a manner consistent with this policy.

Failure to meet these responsibilities may lead to disciplinary action, up to and including termination.

### **Protection Against Retaliation**

Retaliation is prohibited against any person by another employee or by FRCS for using this complaint procedure; reporting proscribed harassment, discrimination, or retaliation; objecting to such conduct; or filing, testifying, assisting, or participating in any manner in any investigation, proceeding, or hearing conducted by a governmental enforcement agency. Prohibited retaliation includes, but is not limited to, termination, demotion, suspension, failure to hire or consider for hire, failure to give equal consideration in making employment decisions, failure to make employment recommendations impartially, adversely affecting working conditions, or otherwise denying any employment benefit.

Individuals who believe they have been subjected to retaliation or believe that another individual has been subjected to retaliation, should report this concern to the highest-ranking on-site manager or to Human Resources. Any report of retaliatory conduct will be investigated in a thorough and objective manner. If a report of retaliation prohibited by this policy is substantiated, appropriate disciplinary action, up to and including termination of employment, will be taken. If a complaint cannot be substantiated, FRCS may take appropriate action to reinforce its commitment to providing a work environment free from retaliation.

### **Good Faith**

The initiation of a good-faith complaint of harassment or retaliation will not be grounds for disciplinary action, even if the allegations cannot be substantiated. Any individual who makes a complaint that is demonstrated to be intentionally false may be subject to discipline, up to and including termination.



## ***Support for Individuals Impacted by Harassment or Retaliation***

FRCS will strive to assist anyone who has been subjected to unwelcome harassment or retaliation to feel more comfortable in the work environment. Such assistance may but does not necessarily include transfer or reassignment. Any such assistance is at FRCS's sole discretion.

Any employee who believes that they have been harassed or discriminated against should provide a written or verbal report to their Principal/Manager, another member of management or to Human Resources as soon as possible. The responsibility to investigate complaints of harassment has been assigned to Human Resources.

## ***State Agencies***

The Equal Employment Opportunity Commission (EEOC) and equivalent state agencies will accept and investigate charges of unlawful discrimination and harassment at no charge to the complaining party. Employees who believe they have been harassed or discriminated against may also file a formal complaint with government agencies listed below:

The Massachusetts Commission Against Discrimination (MCAD) is the state agency responsible for handling complaints of harassment, including sexual harassment. The MCAD can be reached at the following locations:

- Boston Office: One Ashburton Place, Sixth Floor, Room 601, Boston, MA 02108, (617) 994-6000
- Springfield Office: 436 Dwight Street, Second Floor, Suite 220, Springfield, MA 01103, (413) 739-2145
- Worcester Office: 484 Main Street, Room 320, Worcester, MA 01608, (508) 453-9630

The Equal Employment Opportunity Commission (EEOC) is the federal agency that investigates harassment claims, including claims of sexual harassment. The EEOC can be reached at:

- John F. Kennedy Federal Building, 475 Government Center, Boston, MA 02203, (800) 669-4000

Complaints filed with the MCAD and the EEOC must be filed within 300 days of the incident.

## ***Title IX Procedures***

FRCS and all employees are required to follow all policies and procedures required by the U.S. Department of Education Final Rule under Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex in education programs or activities receiving federal financial assistance. Title IX Coordinator: Julia Garcia, Director of Human Resources

## **4.5 Workplace Bullying (best practice language)**

FRCS does not tolerate bullying behavior by its employees. Employees who engage in workplace bullying may be disciplined, up to and including termination of employment. Workplace bullying is the repeated use of force, threats, or coercion to abuse, intimidate, or humiliate another employee.



Workplace bullying includes, but certainly is not limited to, the following:

- Verbal abuse, such as the use of patently offensive, demeaning, and harmful derogatory remarks, insults, and epithets;
- Verbal or physical conduct that is threatening, intimidating, or obscene;
- Pushing, shoving, kicking, poking, tripping, assaulting, or threatening physical assault, or intentionally damaging a person's work area or property; or
- Sabotage, or deliberately subverting, obstructing, or disrupting another person's work performance.

Cyberbullying refers to bullying, as defined above, that occurs through the use of a computer, cell phone, smartphone, tablet, pager, or other device that transmits electronic information, regardless of whether the device is owned by or located at FRCS or connected to FRCS network. Cyberbullying is also prohibited. This policy in no way prohibits employees from engaging in activities that are protected under applicable state and federal laws, including, but not limited to, any activity that is protected under Section 7 of the National Labor Relations Act, which includes the right of employees to speak with others, engage in workplace debates, and protest about their terms and conditions of employment.

### **Reporting and Response**

Employees who are subject to, or witness, workplace bullying are encouraged to notify Human Resources immediately. FRCS will promptly investigate the complaint. FRCS will maintain confidentiality to the extent possible, consistent with its commitment to investigating the complaint promptly and thoroughly. If the complaint is verified, FRCS will take appropriate remedial and/or disciplinary action, which may include, but is not limited to, verbal or written warnings, suspension, termination of employment, counseling, and other actions. FRCS will also report the complaint to law enforcement, if appropriate. The complaining party will be advised of the results of the investigation.

### **Anti-Retaliation**

FRCS strictly prohibits retaliation against an employee for making a good faith claim of bullying or for participating in good faith in an investigation of bullying. Reports of retaliation should be made to Human Resources or any manager with whom you feel comfortable.

## **4.6 Personal Relationships in the Workplace (school specific policy revised for 2022-2023)**

The School will not take any adverse employment action against any employee for engaging in romantic relationships during nonworking hours away from FRCS premises. However, we will consider such relationships when they affect an employee's job performance, occur during working time or on FRCS premises, or pose a danger of a conflict of interest.





A familial or intimate relationship among employees can create an actual, or at least potential or perceived, conflict of interest in the employment setting, especially where one relative, spouse, partner, or member of such a relationship manages another relative, spouse, partner, or member. To avoid this problem, we may refuse to hire or place a relative or other intimately associated individual in a position where the potential for favoritism or a conflict exists. For purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage (e.g., domestic partnership or civil union status). A dating relationship is defined as a relationship that may be reasonably expected to lead to the formation of a consensual "romantic" or sexual relationship.

If two employees marry, become related, or enter into an intimate relationship, they may not remain in a reporting relationship or in positions where one individual may affect the compensation or other terms or conditions of employment of the other individual. In other cases where a conflict or the danger of a conflict arises, even if there is no supervisory relationship involved, the parties may be separated by reassignment or terminated from employment, at the discretion of FRCS.

The Board of Trustees also discourages romantic relationships between employees and others not employed by FRCS where there is a possibility, in the sole judgment of the Executive Director or Board of Trustees, that confidential information relating to FRCS' finances, contracts, pricing, suppliers, personnel, students or the like could be compromised. In such case, FRCS may transfer the employee to a non-sensitive position or terminate the employee.

School employees are never permitted, under any circumstance, to engage in an intimate or romantic relationship with a student. School employees are required at all times to remain professional with students. If you become aware that a School employee is engaged in, or is attempting to engage in, an intimate relationship with a student, you must notify Human Resources immediately.

#### **4.7 Workplace Violence Prevention (best practice language)**

We are committed to providing a workplace free from violence and to maintaining a safe work environment. FRCS has adopted the following approaches to handle threats or acts of violence including intimidation, bullying, physical or mental abuse, and/or coercion that involve or affect FRCS employees or that occur on FRCS's premises.

Employees must refrain from conduct that may be threatening or dangerous to others. Firearms, weapons, and all other dangerous or hazardous devices or substances are strictly prohibited from FRCS's premises without proper authorization. All threats of (or actual) violence, both direct and indirect, should be reported as soon as possible to one's Principal or Manager or any member of the management team.



When reporting a threat of violence, employees should be as specific and detailed as possible. All suspicious individuals or activities on or around FRCS's premises or work-site locations should also be reported as soon as possible to one's Principal or Manager, Human Resources, or any member of the management team. Employees should not place themselves in jeopardy or danger. An employee who sees or hears a commotion or disturbance near their work area should not try to intercede or see what is happening, but instead should immediately report the incident to any of the following: Principal or Manager, any member of the management team, or, if the situation calls for it, the police (911).

FRCS will immediately and thoroughly investigate all reports of threats of (or actual) violence and of suspicious individuals or activities. The identity of any individual who makes a report will be kept confidential to the fullest extent possible given the circumstances of each specific complaint. To maintain workplace safety and the integrity of its investigation, FRCS may suspend employees, with or without pay, pending an investigation.

Anyone determined to be responsible for threats of (or actual) violence or other conduct that is in violation of this Handbook will be subject to immediate disciplinary action, up to and including termination of employment. FRCS encourages employees to bring their disputes or differences with other employees to the attention of their Principal or Manager or an appropriate member of the management team before the situation escalates into potential violence. FRCS is eager to assist in the resolution of employee disputes and will not discipline employees for raising such concerns.

#### **4.8 Disciplinary Action (best practice language)**

The purpose of this policy is to state FRCS's position on the administering of equitable and consistent discipline for unsatisfactory conduct in the workplace. By complying with these standards, employees will be able to help maintain a positive and safe work environment for all employees and their colleagues. To address the times when an employee has not lived up to the positive standards, we may provide an employee with counseling, progressive discipline, or termination of employment. FRCS always maintains the sole discretion on deciding whether counseling, progressive discipline, or termination of employment is warranted.

The forms of disciplinary action that FRCS uses may include, but are not limited to, the following: verbal warning(s), written warning(s), suspension with or without pay, and termination of employment. The appropriate level of disciplinary action taken depends on the severity of the situation and the number of prior occurrences. In most situations where an employee has demonstrated unsatisfactory conduct, they may first receive a verbal warning, followed by a written warning, and finally termination of employment. There may be circumstances, however, where one or more steps are bypassed.

FRCS will determine the type of disciplinary action it chooses to administer based on the facts of each particular case, as deemed necessary, through a thorough investigation of the event by FRCS. At no



point are any of the aforementioned rules, policies, practices, or procedures intended to interfere with or inhibit (nor shall they have the effect of interfering with or inhibiting) an employee's ability to exercise any rights afforded or protected by local, state, or federal laws. Nothing in this section in any way alters the "at-will" employment policy. FRCS reserves the right, at its sole discretion, to take whatever disciplinary action it deems necessary notwithstanding this section.

#### **4.9 Confidential Information (statutory language – FRCS added signed agreement)**

As a condition of employment with FRCS, employees are required to sign an Agreement Regarding Confidential Information upon hire, and each year thereafter.

For the purposes of this Employee Handbook policy, employees are reminded that they are expected to maintain the privacy of confidential information they obtain in the course of employment, particularly regarding information and materials from and about students and families in accordance with 603 CMR 23.00 et. seq. and the Family Educational Rights Privacy Act (FERPA). The definition of "Confidential Information" does not include employee terms and conditions of employment which are not otherwise covered by or protected from disclosure by applicable privacy laws such as the ones named above. Moreover, this policy is not intended to restrict your rights under the National Labor Relations Act (NLRA) to discuss your terms and conditions of employment. Employees found in violation of this policy are subject to disciplinary action, up to and including termination of employment.

#### **4.10 Funds Solicitation and Fundraising Projects (school specific policy revised for 2022-2023)**

No employee may initiate or participate in the solicitation of funds for the School or School-sponsored activities without the prior written authorization of the Executive Director. This rule includes fundraising projects and performances.

#### **4.11 Conflicts of Interest (best practice language)**

Employees and their immediate families must avoid having any interests that are inconsistent with the best interests of FRCS, and must refrain from activities, investments, or associations that compete with FRCS; interfere with one's judgment concerning FRCS's best interests; exploit one's position with FRCS for personal gain; or might impair, or even appear to impair, their ability to make objective and fair decisions when performing their jobs. At times, employees may encounter situations where the business actions they take on behalf of FRCS may conflict with their own personal or family interests because the course of action that is best for them personally may not also be the best course of action for FRCS. For example, outside employment may pose a conflict of interest if the hours or work overlap or interfere with your work for the School.

Anyone with a conflict of interest or potential conflict of interest must immediately disclose it to a member of the management team and recuse themselves from any negotiations, deliberations, or votes that involve the conflict of interest and take any other necessary actions as required by FRCS. If you



are unsure if certain activities are considered a conflict of interest, you should discuss the matter with your Principal or Manager or an appropriate member of the management team. This policy in no way prohibits employee affiliations or activities that are protected under applicable state and federal laws, including, but not limited to, any activity that is protected under Section 7 of the National Labor Relations Act, which includes the right of employees to organize collectively and to speak with others about their terms and conditions of employment.

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## 4.12 Tutoring Opportunities (school specific policy revised for 2022-2023)

### *Tutoring Paid for by Foxborough Regional Charter School*

FRCS may hire its own staff members to provide tutoring services to FRCS students in addition to their full-time position. Should you be interested in providing tutoring services to FRCS students, please contact the Human Resources team for more information.

### *Tutoring (General)*

Employees need to be aware of any potential conflicts of interest that could arise from accepting payment from a family for providing tutoring services to students. At all times, Foxborough Charter School employees must adhere to the Massachusetts State Ethics Laws, which are set forth in M.G.L. Ch. 268A.

## 4.13 Media Contacts (best practice language)

To ensure that FRCS communicates with the media in a consistent and professional manner should notify the Executive Director whenever you are asked to speak on behalf of the School. Employees should not respond to media inquiries on FRCS's behalf without authorization; this does not prevent you from speaking with the media, but you should not attempt to speak on behalf of FRCS unless you have been authorized to do so.

## 4.14 Religious Activities on Campus (current FRCS policy - unchanged)

FRCS is a secular organization, and the activities and program are to reflect such. However, as an educational institution that celebrates diversity there may be religious activities, or demonstrations that are part of the curriculum or reflect the diversity in our community. These occurrences should be mindful of the non-sectarian mission of the school. The Executive Director will be the final arbiter as to the appropriateness of any religious activities on campus.



## Section 5: Health and Safety

### 5.1 School Safety (best practice language)

FRCS is committed to the safety and health of all employees and recognizes the need to comply with regulations governing injury, accident prevention, and employee safety. Maintaining a safe work environment requires the continuous cooperation of all employees. FRCS will maintain safety and health practices consistent with the needs of our industry. If employees are ever in doubt about how to safely perform a job, it is their responsibility to ask their Principal or Manager for assistance. Employees must immediately report any suspected unsafe condition and/or any injury that occurs on the job. It is the responsibility of each employee to follow the established safety regulations and procedures. Employees who violate these safety rules may be subject to disciplinary action, up to and including termination of employment.

### 5.2 Reporting Injuries and Accidents (best practice language)

Any injury, whether or not it requires medical attention, should be reported to FRCS. Reporting will ensure that any existing safety hazards are corrected. Federal law (Occupational Safety and Health Administration "OSHA") requires that FRCS keep records of all illnesses and accidents that occur in the workplace. Workers' Compensation laws may also require that employees report any workplace illness or injury, no matter how slight. An employee who fails to report an injury may jeopardize their right to collect workers' compensation payments, as well as health benefits. OSHA also protects an employee's right to know about any health hazards that might be present on the job. An employee with any questions or concerns should contact their Principal or Manager for more information.

### 5.3 Security Inspections (best practice language)

FRCS wishes to maintain a work environment that is free of illegal drugs, alcohol, firearms, weapons, explosives, and other improper materials. To this end, FRCS prohibits the possession, transfer, sale, or use of such materials on its premises.

Desks and other storage devices are provided for the convenience of employees but remain the sole property of FRCS. Accordingly, they, as well as any articles found within them, can be inspected by any agent or representative of FRCS at any time, either with or without prior notice. In addition, to ensure the safety and security of employees and students we reserve the right to question and inspect or search any employee or other individual entering or leaving FRCS premises. The inspection or search may include packages or items that the individual may be carrying, including briefcases, backpacks, handbags, shopping bags, etc. These items are subject to inspection and search at any time, with or without prior notice. We also require employees to agree to reasonable inspection of their personal property and/or person while on the job or on FRCS's premises. The individual may be requested to display the contents of their personal property, in the presence of a FRCS representative of the same gender. FRCS will not tolerate any employee's refusal to submit to a search.



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## 5.4 Campus Security (current FRCS policy - unchanged)

Many people enter the School facility for various purposes, most of them important to normal operations. All personnel are responsible for campus security and should make contact with persons not readily identifiable and direct them to the building Central Office if necessary. Persons with no business at the School should be asked to leave and their presence reported to the building Central Office. The Central Office should be contacted when unauthorized persons are not willing to leave the campus, or even if they do leave as consistent with the Readiness and Emergency Management Plan. The School utilizes cameras in hallways and school buses. You may be subject to video recording while on school grounds or in school buses.

## 5.5 Workplace Monitoring (best practice language)

Workplace monitoring may be conducted by FRCS to ensure employee and student safety. While on FRCS's premises, employees should have no expectation of privacy in their belongings or in the nonprivate workplace areas which include, but are not limited to, classrooms, designated parking areas, desks, computers, lockers, rest or eating areas, vehicles engaged in FRCS operations, and any personal belongings on or in any of the above. Computers furnished to employees are the property of FRCS. As such, computer usage and files, including email usage and related files, may be monitored, or accessed.

## 5.6 Drug and Alcohol Use (statutory language & best practice language))

FRCS is committed to providing a work environment free of the use of alcohol and the illegal use of drugs. Employees are expected to be in suitable condition to satisfactorily and safely perform their jobs. All employees are expected to conscientiously follow this policy and demonstrate a responsible attitude toward the use of alcohol and drugs.

Being under the influence of a drug or alcohol on the job poses serious safety and health risks to the user and to all those who work with the user. The use, sale, purchase, transfer, or possession of an illegal drug in the workplace, and the use, possession, or being under the influence of alcohol also poses unacceptable risks for safe, healthy, and efficient operations.

FRCS strictly prohibits the use, sale, attempted sale, conveyance, distribution, manufacture, purchase, attempted purchase, possession, cultivation, and/or transfer of illegal drugs or other unlawful intoxicants at any time, and in any amount or any manner, regardless of occasion. "Illegal drugs" means all drugs whose use or possession is regulated or prohibited by federal, state, or local law. These include prescription medication that is used in a manner inconsistent with the prescription or for which the individual does not have a valid prescription. Marijuana remains illegal as a matter of federal law and therefore the use of marijuana and marijuana products is prohibited by this policy.



## ***Counseling and Rehabilitation***

An employee's decision to seek help voluntarily will not be used as a basis for disciplinary action, although the individual may be transferred, given work restrictions, or placed on leave, as appropriate. A request for help is considered voluntary only if it is made before the employee is asked to submit to any drug or alcohol test or is discovered to have otherwise violated this policy.

Recurring or continued problems with performance, unexcused attendance, or inappropriate workplace behavior may result in disciplinary action, including termination. This policy is not intended to restrict the immediate notification of police or other appropriate authorities when the situation demands their immediate intervention. In circumstances when a person's behavior requires that they be restrained or removed from FRCS premises, the Principal or Manager should contact other local authorities.

## ***Drug/Alcohol Testing***

FRCS will require an employee to undergo a test to detect the presence of drugs or alcohol, at FRCS's expense, under the following circumstances:

- When FRCS has a reasonable suspicion that a person is under the influence of drugs or alcohol, due to the observation of the employee's behavior, odor of alcohol on the person, eyewitness report of drug or alcohol use by an individual, and/or any other indication of impaired behavior obvious to a reasonable person.
- When the employee is involved in an accident that results in bodily injury to themselves or others requiring outside medical care for anyone involved. Any employee whose acts, or failure to act, or who appears to have caused or contributed to the accident will be subject to drug and alcohol testing even if they themselves were not injured in the accident.
- As a condition of continued employment for an employee who has been found to be in violation of this policy and has agreed in writing to submit to periodic testing as a condition of continued employment under FRCS's disciplinary system.

Submitting to a drug screening as noted above is a condition of employment. An employee who refuses to submit to drug and alcohol testing when required to do so as noted above will be considered to have voluntarily resigned from FRCS and will be separated from employment immediately.

## **5.6 Smoke-Free Workplace (statutory language cannot be changed)**

Smoking and/or using tobacco products including e-cigarettes and vaporizers is never permitted on School grounds by anyone. Employees can report violations of this policy to their Principal or Manager and/or Human Resources.

## **5.7 Emergency Procedures (current FRCS policy - unchanged)**

Any emergency, whether a natural disaster, a fire, or an injury requires prompt action on the part of any personnel aware of the incident. Personnel must report such incidents to the proper School and local





authorities. After reporting any incident, all personnel should take appropriate action focused on ensuring the safety of all people involved and be consistent with the School's Multi-Hazard Evacuation Plan.

The Executive Director and the School Nurse must be notified immediately of any medical emergency and 911 must be called immediately. All emergencies must be reported promptly on the Student Accident/Emergency Report form to the Executive Director.

## **Accident Reporting**

All non-emergency accidents or injuries involving students, whether athletic or otherwise, must be reported on the Student Accident/Emergency Report to the Nurse within 24 hours.

Any accident involving a vehicle used for the transportation of students or for conducting School business must be reported in writing to the Director of Operations immediately. Reports must detail all aspects of the incident including who, what, where when and how. Incidents involving injury or death must be reported immediately to the Executive Director from the scene of the accident. Drivers must follow all applicable motor vehicle regulations.

All other accidents or injuries involving faculty, staff, visitors, or other adults, including those that may qualify for worker's compensation, must be reported both in writing and in person to the Human Resources Office as soon as possible. See the Human Resources Office for procedures.

## **5.8 Evacuation Drills (current FRCS policy - unchanged)**

School personnel are required by law to conduct periodic evacuation drills. All personnel will actively participate in all drills, including exiting buildings promptly, assisting with roll-taking procedures and following any evacuation drill duties posted in the School and/or otherwise assigned by the School and per the Multi-Hazard Evacuation Plan. After exiting from a building, all personnel should remain in a group away from roads and buildings.

## **5.9 Field Trips**

Field trips may be a part of the School's curriculum. All such trips must be approved in advance by the building Principal who will share procedures for planning and conducting a field trip. Principals are the final say for approval or denial of a proposed field trip. School personnel are never permitted to use personal vehicles to transport children or their families for the purposes of a field trip.

## **5.10 Inclement Weather (school specific policy revised for 2022-2023)**

Employees should check their email, watch local news, or contact their Principal or Manager during periods of adverse weather to find out if the School is closed or if there is a delayed start time.



Regardless of whether the School is open, employees must determine whether, in their personal circumstance, they believe it is safe to travel to and from work. Employees should notify their Principal or Manager if they are unable to come to work. Employees will be charged a Personal Day, and if the employee does not have time available, they will not receive pay for that day.

If the School is announced to be closed, all exempt staff will receive their regular pay for the day of closure. Nonexempt staff will receive an amount equivalent to their daily base pay for the day.

**Early Closures/Delayed Openings:** When potentially dangerous weather develops during the day and a decision is made by FRCS to close early, both exempt and non-exempt employees will be compensated as if they had worked to the end of their regularly scheduled hours for that day. If you elect to leave prior to the time FRCS closes, you will be required to use paid time off in an amount equal to the number of hours between the time you left and the time the School closed. If the School has a delayed start, nonexempt employees will be compensated as if they had worked a full day.

## 5.11 Contagious Infections (current FRCS policy - unchanged)

It is the School's policy that an employee's medical or health condition are matters private to that Employee. As such, under most circumstances the School does not inquire into any Employee's health. However, given the nature of the School's environment, the School must be mindful of protecting the health of all of its Employees and students. Therefore, any Employee who is diagnosed as having or carrying tuberculosis or another contagious disease is asked to report such information to the School Nurse or Executive Director immediately.

All decisions related to an infected person's participation in the School will be made on an individual, case-by-case basis. The guidelines offered by the Centers for Disease Control and Prevention (CDC) shall be part of the basis for such decision making. The Executive Director/School Nurse may consult with the Employee's physician, if the Employee gives consent, and may form a small consultation group including the school's nurse and such other members as the Executive Director may deem to be useful. The Executive Director, in consultation with these people, will be responsible for decisions regarding school attendance, alterations in school program and other related issues. The individual's confidentiality will be protected to the maximum extent possible. Persons with a need to know should be identified by the Executive Director's consultation group, with the goal of keeping the number to a minimum needed to ensure proper care of the employee, other employees, and students.

## 5.12 Children in the Workplace (NEW FRCS Policy 22-23)

Due to health and safety concerns, employees are discouraged from bringing children to the workplace, however, employees are welcome to have their children visit FRCS, provided that the visits are infrequent, brief, and planned in a fashion that limits disruption to the workplace. If the frequency, length,

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or nature of visits becomes problematic, the employee will be advised of the situation and will be expected to take corrective action.

When brief, infrequent visits by children are permitted, parents/guardians are responsible for ensuring that the visits comply with all designated safety protocols and school guidelines, including, but not limited to, the following:

- At all times, children remain the sole responsibility of the parents/guardians.
- At all times, parents/guardians must accompany their children.
- The presence of the child cannot disrupt the work environment or negatively affect the productivity of employees and/or students.
- At any time, if the supervisor determines that health or safety risks are too great, or that the children's presence is disruptive, a supervisor may ask the employee to remove their children from the workplace.
- This policy is not to be utilized as a backup childcare arrangement. Bringing children to the workplace during their school breaks, closures, or before/after school care, or lack of childcare is not appropriate.
- Children who have an illness that prevents acceptance by a regular day care provider or prevents attendance at school, particularly any children with an infectious disease, should not be brought to the workplace under any circumstances.

Employees are provided paid time-off benefits which should be used for personal reasons or to care for an ill child.



## Section 6: Student Welfare

Our primary concern is the well-being of our students. All employees should at all times be aware of taking measures necessary to achieve that and are responsible for immediately reporting any possible problems or concerns regarding the health, safety, or well-being of our students to the Principal or Manager.

### 6.1 Student Records (statutory language cannot be changed)

A “student record” is any information maintained by the School regarding an individually identifiable student. As employees, you should be aware that both federal and state laws address the confidentiality of student records and impose strict limitations on the School’s ability to disclose them. Both the Family Educational Rights and Privacy Act (FERPA) and the Student Record Regulations adopted by the Massachusetts Board of Education at 603 CMR 23.00 apply to the School. Both FERPA and the state regulations are designed to ensure parents’ and students’ rights of confidentiality, inspection, modifying, and destruction of student records and to assist School authorities in carrying out their responsibilities.

Both FERPA and the state regulations place specific restrictions on when and under what circumstances the School may release student records to third parties outside of the School without the specific, written consent of the parents or guardian (or eligible student over the age of 14). Therefore, faculty and employees should never personally provide any records or information pertaining to a student to any person outside of the School without permission from the Human Resources.

Bear in mind, however, that the School may disclose information regarding a student to appropriate parties in connection with a health or safety emergency if that information is necessary to protect the health or safety of that student or other individuals. Direct all questions regarding the confidentiality of student, employee, or School information to the Human Resources.

### 6.2 Mandated Reporting of Suspected Abuse or Neglect (statutory language cannot be changed)

Educators play an important role in child protection. State law requires that teachers, nurses, guidance counselors, social workers, and school administrators “who, in their professional capacity, have reasonable cause to believe that a child under the age of eighteen years is suffering physical or emotional injury resulting from abuse inflicted upon them which causes harm or substantial risk of harm to the child’s health or welfare, including sexual abuse, or from neglect, including malnutrition, shall immediately report such condition to the Department of Social Services.” Mass. Gen. Laws, c. 119 51A.

Therefore, when any employee or faculty member in their professional capacity has reasonable cause to believe that a child under the age of eighteen (18) years is suffering from the effects of any form of child abuse and neglect, the employee *must* report their concerns to the Human Resources, who will either assume responsibility for making the required report or assist in doing so. A failure to make such a report when required is punishable by termination and may also be a violation of the law.



The law provides that schoolteachers and administrators are mandated reporters and therefore *must* report child abuse and neglect to the Department of Children & Families (DCF). When someone reports to DCF that they think a child is being abused or neglected, the report is called a "51A report." The name "51A" comes from section 51A of Chapter 119 of the Massachusetts General Laws.

Mandated reporters must report to DCF if, when acting in their professional capacities, they have reasonable cause to believe that a child is suffering certain kinds of physical or emotional injury. The kinds of physical or emotional injuries that must be reported are the result of:

- Abuse inflicted upon the child that causes harm or substantial risk of harm to the child's health or welfare, including sexual abuse;
- Neglect, including malnutrition; or
- Physical dependence upon an addictive drug at birth.

When a mandated reporter comes to believe any of these things, they must immediately communicate with DCF orally and, within 48 hours, must file a written report with DCF detailing the suspected abuse or neglect. The School expects that any employee who has reason to suspect that a student has been abused or neglected will report whatever they know immediately to the Human Resources, who will then ensure that a report is made as required.

Mandated reporting is also required for incidents of hazing. Hazing is defined as: "any conduct or method of initiation into any student organization, whether on public or private property, which willfully or recklessly endangers the physical or mental health of any student or other person. Such conduct includes whipping, beating, branding, forced calisthenics, exposure to the weather, forced consumption of any food, liquor, beverage, drug or other substance, or any other brutal treatment or forced physical activity which is likely to adversely affect the physical health or safety of any such student or other person, or which subjects such student or other person to extreme mental stress, including extended deprivation of sleep or rest or extended isolation." An employee who witnesses or hears about an incident of hazing must immediately report the incident to the Principal/Executive Director or to an appropriate law enforcement official as soon as reasonably practicable.

### **6.3 Maintaining Appropriate Boundaries with Students (statutory language cannot be changed)**

All school employees are responsible for acting as role models of appropriate behavior for students and setting and maintaining appropriate boundaries with students at all times. Because this is a school environment, boundaries may be crossed to relate to students and meet their needs meaningfully and effectively. However, there is some conduct that will always be deemed a violation of healthy boundaries and appropriate adult behavior. The School believes that its employees individually and collectively possess the wisdom and expertise necessary to conduct themselves in a manner that is educationally sound and acceptable both within the professional community and the community at large.



## ***Physical contact***

What constitutes appropriate physical contact in one circumstance may be totally inappropriate in another. Appropriateness will depend on a variety of factors, not the least of which will be the student's reaction and responses of other adults.

All physical contact between employees and students must have a valid educational purpose and objective, meeting the student's needs. The use of physical contact (including touching) except in an emergency situation, is strictly prohibited. Questions of the appropriateness of physical contact will be determined by the context of the contact on a case-by-case basis. Issues such as intent, context, location, circumstances, age, and sex are all considerations that may be relevant. Examples: Holding or comforting a student who has fallen and is crying may be appropriate, whereas placing a hand on a child's head to redirect his attention to the front of the room is not.

If a child or other employee specifically requests that they not be touched, then that request must be honored without question. If the child or other employee has not requested that they not be touched, then the following forms of touching are considered appropriate:

- Hugs given with permission to comfort an anxious or upset child
- Pats on the shoulder or back
- Handshakes
- Light "high fives" and hand slapping
- Touching shoulders
- Touching face to check temperature, wipe away a tear, and remove hair from face or other similar types of contact for similar comfort or care purposes
- Holding hands while walking with small children or children with significant disabilities for safety
- Reasonable self-defense
- Reasonable defense of another
- Reasonable restraint of a violent person to protect others or property
- Physical contact for safety purposes to prevent harm to a child (e.g., pulling a child to safety out of the path of a moving car)

Except as discussed above, the following forms of touching are never appropriate:

- Inappropriate or lengthy embraces
- Kisses
- Corporal punishment
- Sitting students on one's lap
- Touching buttocks, chests, or genital areas
- Pushing a person or another person's body part (other than to prevent injury, in self-defense, defense of another person, or defense of property)



- Showing affection in isolated areas
- Wrestling with students or other employees
- Bench-pressing another person
- Tickling
- Piggyback rides
- Massages
- Any form of unwanted affection
- Any form of sexual contact
- Poking fingers at another person that results in an offensive contact

#### 6.4 Bullying Prevention (best practice language)

We expect that all members of our school community will treat each other with civility and respect. In accordance with both state law and School policy, the School seeks to provide and maintain a learning environment for our students that is free of bullying and any other verbal or physical misconduct that disrupts the learning environment or makes it unsafe.

The School's Bullying Prevention and Intervention Plan, which is provided to all students and their families, is published in response to Massachusetts law against bullying and is an integral part of our efforts to promote learning and prevent behavior that can impede the learning process. All employees are required to be familiar with and abide by the law and the School's anti-bullying plan.

#### 6.5 Physical Restraint (statutory language cannot be changed)

The School will meet the state-mandated requirement for crisis prevention and restraint training for all employees in order to maintain a safe school environment conducive to learning. De-escalation and restraint training will be administered to all employees at the beginning of each academic year. New hires who are employed after the training will be trained within one (1) month of employment. All employees will receive an overview in administering crisis de-escalation techniques, state restraint regulations, and our program policy, as well as an overview of administering restraint, types of restraint, and restraint safety. The designated individuals, including selected teachers will perform restraints as appropriate.



## Section 7: Technology

### 7.1 Technology Use Agreement

FRCS recognizes the value of computer and other electronic resources to improve student learning and enhance the administration and operation of its schools. To this end, the district encourages the responsible use of computers; computer networks, including the Internet; and other electronic resources in support of the mission and goals of FRCS and its schools.

Because the Internet is an unregulated, worldwide vehicle for communication, information available to staff and students is impossible to control. Therefore, the Board of Trustees adopts this policy governing the voluntary use of electronic resources and the Internet in order to provide guidance to individuals and groups obtaining access to these resources on FRCS-owned equipment.

#### *District Rights and Responsibilities*

It is the policy of FRCS to maintain an environment that promotes ethical and responsible conduct in all online network activities by staff and students. It shall be a violation of this policy for any employee, student, or other individual to engage in any activity that does not conform to the established purpose and general rules and policies of the network. Within this general policy, FRCS recognizes its legal and ethical obligation to protect the well-being of students in its charge. To this end, FRCS retains the following rights and recognizes the following obligations:

1. To log network use and to monitor fileserver space utilization by users, and assume no responsibility or liability for files deleted due to violation of fileserver space allotments.
2. To remove a user account on the network.
3. To monitor the use of online activities. This may include real-time monitoring of network activity and/or maintaining a log of Internet activity for later review.
4. To provide internal and external controls as appropriate and feasible. Such controls shall include the right to determine who will have access to FRCS-owned equipment and, specifically, to exclude those who do not abide by FRCS's acceptable use policy or other policies governing the use of school facilities, equipment, and materials. FRCS reserves the right to restrict online destinations through software or other means.
5. To provide guidelines and make reasonable efforts to train staff and students in acceptable use and policies governing online communications.

#### *Staff Responsibilities*

1. Staff members who supervise students, control electronic equipment, or otherwise have occasion to observe student use of said equipment online shall make reasonable efforts to monitor the use of this equipment to assure that it conforms to the mission and goals of FRCS.





- Staff should make reasonable efforts to become familiar with the Internet and its use so that effective monitoring, instruction, and assistance may be achieved.

## *User Responsibilities*

- Use of the electronic media provided by FRCS is a privilege that offers a wealth of information and resources for research. Where it is available, this resource is offered to staff, students, and other patrons at no cost. To maintain the privilege, users agree to learn and comply with all of the provisions of this policy.

## *Acceptable Use*

- All use of the Internet must be in support of educational and research objectives consistent with the mission and objectives of FRCS. Proper codes of conduct in electronic communication must be used. In news groups, giving out personal information is inappropriate. When using e-mail, extreme caution must always be taken in revealing any information of a personal nature.
- Network accounts are to be used only by the authorized owner of the account for the authorized purpose.
- All communications and information accessible via the network should be assumed to be private property.
- Subscriptions to mailing lists and bulletin boards must be reported to the system administrator. Prior approval for such subscriptions is required for students and staff.
- Mailing list subscriptions will be monitored and maintained, and files will be deleted from the personal mail directories to avoid excessive use of fileserver hard-disk space.
- Exhibit exemplary behavior on the network as a representative of your school and community. Be polite!
- From time to time, FRCS will make determinations on whether specific uses of the network are consistent with the acceptable use practice.

## *Unacceptable Use*

- Giving out personal information about another person, including home address and phone number, is strictly prohibited.
- Any use of the network for commercial or for-profit purposes is prohibited.
- Excessive use of the network for personal business shall be cause for disciplinary action.
- Any use of the network for product advertisement or political lobbying is prohibited.
- Users shall not intentionally seek information on, obtain copies of, or modify files, other data, or passwords belonging to other users, or misrepresent other users on the network.
- No use of the network shall serve to disrupt the use of the network by others. Hardware and/or software shall not be destroyed, modified, or abused in any way.



7. Malicious use of the network to develop programs that harass other users or infiltrate a computer or computing system and/or damage the software components of a computer or computing system is prohibited.
8. Hate mail, chain letters, harassment, discriminatory remarks, and other antisocial behaviors are prohibited on the network.
9. The unauthorized installation of any software, including shareware and freeware, for use on FRCS computers is prohibited.
10. Use of the network to access or process pornographic material, inappropriate text files (as determined by the system administrator or building administrator), or files dangerous to the integrity of the local area network is prohibited.
11. FRCS' network may not be used for downloading entertainment software or other files not related to the mission and objectives of FRCS for transfer to a user's home computer, personal computer, or other media. This prohibition pertains to freeware, shareware, copyrighted commercial and non-commercial software, and all other forms of software and files not directly related to the instructional and administrative purposes of the FRCS
12. Downloading, copying, otherwise duplicating, and/or distributing copyrighted materials without the specific written permission of the copyright owner is prohibited, except that duplication and/or distribution of materials for educational purposes is permitted when such duplication and/or distribution would fall within the Fair Use Doctrine of the United States Copyright Law (Title 17, USC).
13. Use of the network for any unlawful purpose is prohibited.
14. Use of profanity, obscenity, racist terms, or other language that may be offensive to another user is prohibited.
15. Playing games is prohibited unless specifically authorized by a teacher for instructional purposes.
16. Establishing network or Internet connections to live communications, including voice and/or video (relay chat), is prohibited unless specifically authorized by the system administrator.

### Disclaimer

1. FRCS cannot be held accountable for the information that is retrieved via the network.
2. Pursuant to the Electronic Communications Privacy Act of 1986 (18 USC 2510 et seq.), notice is hereby given that there are no facilities provided by this system for sending or receiving private or confidential electronic communications. System administrators have access to all mail and will monitor messages. Messages relating to or in support of illegal activities will be reported to the appropriate authorities.
3. FRCS will not be responsible for any damages you may suffer, including loss of data resulting from delays, non-deliveries, or service interruptions caused by our own negligence or your errors or omissions. Use of any information obtained is at your own risk.



4. FRCS reserves the right to change its policies and rules at any time.

## 7.2 Social Media (current FRCS policy – Updated Language)

This policy is adopted by FRCS in addition to, and not as a substitute for the School District's Internet Acceptable Use Policy, which governs use of the school district's technological resources. Employees are expected to maintain the highest professional and personal standards. This would include but not be limited to communication and interactions with fellow employees, parents, and students whether in person, by phone or social media.

The School's vision and mission statements reflect the obligation of the School and its personnel to promote positive ethical, moral, and civic values to its students. It is the expectation of FRCS faculty and staff realize their responsibility to serve as role models in the classroom and community and as such are held to high standards for their public behavior and online activities. In recognition of the importance of maintaining proper decorum and appropriate communication in the online, digital world as well as in person, employees must conduct themselves in ways that do not disrupt or interfere with the educational process.

### ***Expectations for Use of Professional Social Media***

Employees may maintain professional social media accounts for educational purposes and/or for the purpose of communicating about school and District- related activities, as well as professional educator learning. The District reserves the right to monitor all content on professional social media accounts and to remove any inappropriate material.

Employees shall not post items with obscene, vulgar, sexually suggestive, or explicit content; with false or defamatory information about the District, its employees or others who have a relationship to the District; which exhibit or advocate the use of drugs or alcohol; or which harass, threaten, demean, defame, bully, haze or otherwise violate the District's discrimination and/or harassment policies. Employees shall not post examples of inappropriate behavior, even as behavior to avoid. **If a staff member sees an example of inappropriate social media account belonging to a member of the school community, it is his or her responsibility to share the information with Human Resources immediately and not to share the information or content with other staff members.**

Employees who manage professional social media accounts on behalf of the district, school, or school group must share administrative privileges and passwords with an administrator/additional administrator. For security purposes, employees shall not otherwise share administrative privileges or passwords unless authorized by an appropriate administrator.



## ***Expectations for Use of Personal Social Media***

District employees are free to express themselves as private citizens on social media sites and pages to the degree that their speech does not violate state or federal law or the policies of the District.

FRCS understands that some employees may maintain personal web pages, blogs, or social media accounts outside of work. An employee must understand that their personal web page, blog, or social media account may impact FRCS. Readers may not always understand that communications on such pages contain your own personal views and not the views of FRCS. It is imperative that one person speaks for FRCS to deliver an appropriate message and to avoid giving misinformation in the media. Unless authorized by the school's administration to do so, when interacting on social media, websites, or blogs, you are prohibited from speaking on behalf of FRCS or in a manner that could reasonably be interpreted as implying you speak for FRCS.

You should be respectful of fellow employees, students, and parents. Harassing comments, obscenities or similar conduct that would violate FRCS policy, or be deemed harassment or discrimination in any form, will not be tolerated. Additionally, you are prohibited from making any communications about FRCS that are intentionally or maliciously false, knowingly misleading or that disrupt or undermine FRCS' goals.

Employees should maintain separate personal social media accounts if they wish to post appropriate personal information, including information relating to out-of-school activities or political activities beyond those used for related classroom purposes.

## ***Contact with Students and Parents and Content of Social Media Posts***

The District expects employees to maintain clear boundaries between their personal and professional lives. Employees shall not post personnel information or student information, including photographs of students, student work, discussions about students, or other information that could be considered part of a student record, to personal social media accounts. It is essential that all contact between Faculty and Students and/or parents remain respectful, professional, to the point, clear and unambiguous. Employees shall not engage in improper fraternization with students or parents using social media or other electronic means, including:

1. Employees may not "friend", "follow", "like", or use any similar method to link themselves with their current classroom students and parents or their content on social media include however are not limited to Facebook, Twitter, Instagram, Snap Chat, text, and other applications.
2. All electronic contacts with students and parent should be through school-sanctioned modes of



communication, except in emergency situations.

3. Electronic contacts with parents/guardians related to a student's academics or other school-related matters shall be through school sanctioned modes of communication only.

Employees shall oversee all class, team or student organization pages and shall maintain administrative access to and control of these pages.

1. All contact and messages by employees with students through social media shall be sent to all members of the group (e.g., class, team, student organization).
2. Employees shall not use the private message feature of social media to contact students.
3. Employees shall not give their private cell phone or home telephone number to students without prior approval of the Principal or District.
4. Inappropriate contact via phone or electronic means is prohibited.

### **Public Records Law**

In light of these obligations, Employees should be mindful that any online post should be presumed public, permanent, and beyond the sender's control. Presume that anyone may have access to and use of an Employee's online statements for an indefinite amount of time. Once it is placed on the internet, it can be copied, forwarded, and the person who creates or posts it could be subpoenaed. Assume that anyone who posts material will likely have no control over a post's ultimate use or dissemination.

Employees are reminded that social media content is subject to electronic records requirements. Content shared on the District's public facing social media platforms may be subject to the Massachusetts Public Records Law.

Administration shall annually remind employees and orient new employees concerning this policy. The orientation and reminders shall give special emphasis to the conduct expectations and prohibitions set forth below and may include examples of behaviors to avoid.

### **Violation of Social Media Policy**

The School reserves the right to take disciplinary action, up to and including termination of employment or, against any person who engages in any online activity that violates the law, defames the School, its employees, or students, or otherwise violates FRCS' anti-discrimination or harassment policies.



## Section 8: Professional Development

### 8.1 Evaluations (school specific policy revised for 2022-2023)

The major purpose of the evaluation process is to maintain and enhance the highest professional standards of performance. The evaluation process is designed to foster effective communication between managers and employees; to identify and reinforce professional strengths; to identify areas for improvement or emphasis in administrative or teaching performance; and to ensure that the mission of FRCS.

Periodically, a supervisor will formally evaluate an employee's job performance and assess how satisfactorily the employee is performing the responsibilities of their job. Performance evaluations are an important factor in continued employment. If an employee does not agree with a performance evaluation, they may submit a written response addressing the relevant issues to their supervisor and the Human Resources within 10 days. The performance evaluation and any written response an employee may submit will be included in the employee's permanent personnel record.

### 8.2 Training and Development

FRCS encourages all employees to participate in position-oriented training and development programs that will lead to the accomplishment of both individual and corporate objectives and goals. Before attending a training session or conference, employees must first submit a written request to obtain approval from their Principal or Manager. Their request must contain a complete program description along with the total costs (including estimated expenses). As with tuition reimbursement, FRCS retains full discretion to approve or reject requests to attend such training and/or to reimburse employees for their participation.

### 8.3 Tuition Reimbursement (school specific policy revised for 2022-2023)

Foxborough Regional Charter School's continuing education benefits program provides eligible faculty and staff members with the opportunity to obtain, maintain, or improve job-related capabilities through participation in courses of study at accredited colleges and universities.

FRCS offers up to \$2,000 per fiscal year, or \$1,000 per semester (Summer Fall, Winter or Spring) for pre-approved tuition courses to eligible full-time employees during employment, subject to availability of funds. Tuition reimbursement is excluded from an employee's taxable income up to the IRS limit.

#### **Eligibility**

- **Employee Eligibility** The employee tuition reimbursement program is available to all full-time employees following one year of continuous employment at Foxborough Regional Charter School.

# Foxborough Regional Charter School Employee Handbook



- **Course Eligibility** Undergraduate and graduate level courses taken should provide employees with skills and knowledge that is specifically applicable to their current position and/or will enhance their performance in that job. The Director/Principal, in conjunction with the educational leaders, will determine if coursework is appropriate.
- **Reimbursement Eligibility and Limits** Reimbursement will be made for courses if the course is successfully completed with a minimum grade of B (or P for courses with only a Pass/Fail option). Reimbursement will be made up to \$1,000.00 per semester (Summer, Fall, Winter, Spring) but no more than \$2,000.00 per fiscal year (July 1 through June 30) for pre-approved courses subject to availability of funds. Eligible courses will be reimbursed in September of the fiscal year following course completion, provided the employee is still employed by Foxborough Regional Charter School. Example: If you take a class during the 2021-2022 school year that is approved by administration, you will not be reimbursed until the last day of September 2022 providing that you are still an employee of the school.
- **Available Limits to Funds** Foxborough Regional Charter School commits to keeping a robust budget line for these requests each fiscal year, however, requests may be denied if the funding is exhausted. All requests are on a first come first served basis.

## Course Approval Process

- The employee will contact the college/university to obtain the following information. These need to be submitted with the application and submitted after the course is completed and the grade has been issued.
  - Course description/ information for each course being requested
  - Billing information or billing statement for each course being requested
  - Transcripts with a final grade for each course being requested
- The employee will complete the application for Tuition Assistance and attach a copy of the course description. **Please have your school principal sign the application.**
- The employee will return the completed and signed application to Human Resources.
  - *Note: There are two spaces on the front page to allow for application of two courses for reimbursement. If you are only taking one course, only complete the first space (top half of the form).*
- Approval Process Timeline \*Within (60) sixty days after course completion, the employee will submit the final grade and copy of tuition payment receipt to Human Resources.”
  - All completed applications must be submitted to Human Resources no later than May 15, in order to be eligible for pay out in the following fiscal year. Applications received after May 15 will be reviewed for pay out after the next fiscal year.

**Reimbursement Process** Reimbursement for pre-approved courses, with a minimum passing grade of B (P for Pass/Fail, as described above), will be made by September 30<sup>th</sup> of the fiscal year following course completion.



## Section 9: Leaving the School

### 9.1 Separation of Employment (statutory language cannot be changed)

Since employment with FRCS is “at-will,” both the employee and FRCS may terminate employment at-will, with or without cause, at any time unless otherwise stipulated in another agreement. Resignation is a voluntary act initiated by the employee to separate from employment with FRCS. Advance notice is not required, but as a professional courtesy we appreciate being given at least two (2) weeks’ written notice. When a person’s employment ends for any reason, some benefits continue at the employee’s expense. The employee will be notified of the benefits that may be continued and of the terms, conditions, and limitations of such a continuance.

### 9.2 Exit Interviews (best practice language)

Prior to an employee’s voluntary separation, an exit interview may be scheduled to discuss the reasons for resignation and will afford an opportunity to talk about such issues as employee benefits, suggestions, criticisms, and questions. Discussions concerning the reasons for leaving will assist FRCS in evaluating the effectiveness of our personnel policies and practices. At the time of the exit interview, matters relating to final pay and any other personal considerations will be discussed and the employee shall return any FRCS property at that time.

### 9.3 Final Pay (statutory language cannot be changed)

Employees who separate from FRCS on a voluntary basis receive their final paycheck in the next regularly scheduled payroll following the last day of employment. Employees who are involuntarily terminated will be paid final wages, including accrued but unused vacation, on the last day of employment. Where permitted by applicable laws, FRCS reserves the right to deduct from the last payment any used but not earned vacation time, as FRCS considers borrowed paid time off as “advanced wages” and will collect all advancements on wages at the time of separation.

### 9.4 Returning School Equipment (best practice language)

Employees must return all items, when requested to do so, or before leaving the premises on their last day of employment, including, but not limited to, ID Badges, keys, and electronic devices. FRCS may also take all action deemed appropriate, within the extent of the law, to recover or protect its physical and intellectual property.

### 9.5 Employment References and Verifications (best practice language)

Any employment inquiries, received by telephone or in writing, regarding past or present employees are to be referred to Human Resources. FRCS will only provide the employee’s dates of employment and current title or position or, if the individual is no longer employed with FRCS, then their last title or position. Only if an employee submits a request in writing will additional information be released. This pertains to both past and present employees. Proper requests made by legal authorities will be honored and FRCS may be required to provide more information than dates/titles/position.



**(best practice language) FRCS Employee Handbook Acknowledgment**

I acknowledge that I have received and agree to read a copy of Foxborough Regional Charter School's Employee Handbook. I understand that this Handbook sets forth the terms and conditions of my employment as well as my duties, responsibilities, and obligations. I agree to abide by and be bound by the rules, policies, and standards set forth in this Employee Handbook.

I understand that FRCS has provided me with various alternative channels to raise concerns of violations of this Handbook and encourages me to do so promptly so that FRCS may effectively address such situations. I also understand and acknowledge that nothing in this Handbook or in any other document or policy is intended to prohibit me from reporting concerns to, filing a charge or complaint with, making lawful disclosures to, providing documents or other information to, or participating in an investigation or hearing conducted by, the Equal Employment Opportunity Commission (EEOC), or any other federal, state, or local agency charged with the enforcement of any laws. Nothing in this Handbook or in any other document or policy is intended to prohibit protected conduct or communications relating to employee wages, hours, or working conditions, or any other conduct protected by Section 7 of the National Labor Relations Act (NLRA).

I understand that FRCS has the right to change the Handbook, but that all such changes must be in writing. No oral statements or representations can change the provisions of the Handbook. It is understood that future changes in policies and procedures will supersede or eliminate those found in this document, and that employees will be notified of such changes through normal communication channels.

I also acknowledge that my employment with FRCS is at-will, that the information contained in these materials does not constitute an employment contract between FRCS and me, and that either I or FRCS may terminate our employment relationship at any time, with or without any reason, unless otherwise stated in a collective bargaining agreement or other agreement. I understand that no representative of FRCS other than the Executive Director has any authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the foregoing.

I understand that if I have any questions about the policies contained in this Handbook, I can direct those questions to my Principal or Manager, or Human Resources at any time.



## **(Statutory language cannot be changed) Addendum: Federal Family and Medical Leave “FMLA”**

FRCS will leave in accordance with the requirements of the federal FMLA.

**A. Eligibility:** To be eligible for FMLA leave benefits, you must:

- Have worked for FRCS for a total of at least twelve (12) months;
- Have worked at least 1,250 hours over the previous twelve (12) months as of the start of the leave; and
- Work at a location where at least fifty (50) employees are employed by FRCS within seventy-five (75) miles, as of the date the leave is requested.

**B. Reasons for Leave:** FMLA leave is allowed for various reasons. FMLA leave may be used for one of the following reasons, in addition to any reason covered by an applicable state family/medical leave law:

- The birth, adoption, or foster care of an employee's child within twelve (12) months following birth or placement of the child (“Bonding Leave”);
- To care for an immediate family member (spouse, child, or parent with a serious health condition) (“Family Care Leave”);
- An employee’s inability to work because of a serious health condition (“Serious Health Condition Leave”);
- A “qualifying exigency,” as defined under the FMLA, arising from a spouse’s, child’s, or parent’s “Covered Active Duty” (as defined below) as a member of the military reserves, National Guard, or armed forces (“Military Emergency Leave”); or
- To care for a spouse, child, parent, or next of kin (nearest blood relative) who is a “Covered Servicemember,” as defined below (“Military Caregiver Leave”).

### **C. Definitions**

“**Child**,” for purposes of Bonding Leave and Family Care Leave, means a biological, adopted, or foster child; stepchild; legal ward; or a child of a person standing in loco parentis, who is either under age 18, or age 18 or older and incapable of self-care because of a mental or physical disability at the time that the Family and Medical Leave is to commence. “Child,” for purposes of Military Emergency Leave and Military Caregiver Leave, means a biological, adopted, or foster child; stepchild; legal ward; or a child for whom the person stood in loco parentis, and who is of any age.

“**Parent**,” for purposes of this policy, means a biological, adoptive, step, or foster father or mother, or any other individual who stood in loco parentis to the person. This term does not include parents “in law.” For Military Emergency Leave taken to provide care to a parent of a military member, the parent must be incapable of self-care, as defined by the FMLA.



**“Covered Active Duty”** means (1) in the case of a member of a regular component of the armed forces, duty during the deployment of the member with the armed forces to a foreign country, and (2) in the case of a member of a reserve component of the armed forces, duty during the deployment of the member with the armed forces to a foreign country under a call or order to active duty (or notification of an impending call or order to active duty) in support of a contingency operation as defined by applicable law.

**“Covered Servicemember”** means (1) a member of the armed forces, including a member of a reserve component of the armed forces, who is undergoing medical treatment, recuperation, or therapy; is otherwise in outpatient status; or is otherwise on the temporary disability retired list, for a serious injury or illness incurred or aggravated in the line of duty while on active duty that may render the individual medically unfit to perform their military duties, or (2) a person who, during the five (5) years prior to the treatment necessitating the leave, served in the active military, Naval, or Air Service, and who was discharged or released therefrom under conditions other than dishonorable (a “veteran” as defined by the Department of Veteran Affairs), and who has a qualifying injury or illness incurred or aggravated in the line of duty while on active duty that manifested itself before or after the member became a veteran. For purposes of determining the five (5)-year period for covered veteran status, the period between October 28, 2009, and March 8, 2013, is excluded.

**“Spouse”** means the other person with whom an individual entered into marriage as defined or recognized under state law for purposes of marriage in the state in which the marriage was entered into, or, in the case of a marriage entered into outside of any state, if the marriage is valid in the place where entered into and could have been entered into in at least one state. This includes common-law marriage and same-sex marriage in places where these marriages are recognized.

**“Key employee”** means a salaried FMLA-eligible employee who is among the highest paid 10 percent of all the employees employed by the employer within 75 miles of the employee's work site.

**D. Length of Leave:** The maximum amount of FMLA leave will be twelve (12) workweeks in any twelve (12)-month period, measured backwards from the first date when the leave is taken for: (1) Bonding Leave, (2) Family Care Leave, (3) Serious Health Condition Leave, and/or (4) Military Emergency Leave. However, if both spouses work for FRCS and are eligible for leave under this policy, the spouses will be limited to a total of 12 workweeks off between the two of them when the leave is for Bonding Leave or to care for a parent using Family Care Leave.

The maximum amount of FMLA leave for an employee wishing to take Military Caregiver Leave will be a combined leave total of twenty-six (26) workweeks in a single twelve (12)-month period.

A "single 12-month period" begins on the date of your first use of such leave and ends twelve (12) months after that date.

If both spouses work for FRCS and are eligible for leave under this policy, the spouses will be limited to a total of 26 workweeks off between the two when the leave is for Military Caregiver Leave only



or is for a combination of Military Caregiver Leave, Military Emergency Leave, Bonding Leave, and/or Family Care Leave taken to care for a parent.

**E. Special Leave Requirements for “Instructional” Employees:** "Instructional employees" are those whose primary function is to teach and instruct students in a class, small group, or individual setting. Thus, "instructional employees" includes not only teachers in the School, but also athletic coaches, driving instructors, and special education assistants, such as signers for the hearing impaired. For "instructional employees," the following rules apply:

Regarding intermittent or reduced-schedule leave (for an employee's own serious health condition, to care for a covered servicemember, or to care for a sick family member with a serious health condition), if the medical leave is foreseeable based on planned medical treatment and the employee is scheduled to be off work more than 20% of the working days during the period of medical leave (for an instructional employee working 5 days a week, 20% would be one day), the School may require the employee to choose to take leave of a particular duration not to exceed the duration of the planned leave (the entire period of leave is counted as FMLA leave); or to temporarily transfer to another position, so long as the position has equivalent pay and benefits and is a position for which they are qualified. The position also has to better accommodate the employee's intermittent leave.

*If leave is requested near the end of the term, the following rules apply regarding job restoration:*

- Leave within the last three weeks of the end of the Academic Term for a purpose other than the instructional employee's own serious health condition: The School may require continuous leave until the end of the term if the period of leave lasts more than five working days.
- Leave within the last five weeks of the Academic Term for a purpose other than the instructional employee's own serious health condition: The School may require continuous leave until the end of the term if:
  - The period of leave is longer than two weeks; and
  - Return to work would occur within two weeks of the end of the Academic Term.

*Leave more than five weeks prior to the end of the Academic Term:*

- The School may require continuous leave until the end of the term if:
  - The period of leave is at least three weeks; or
  - Return to work would occur during the last three weeks of the Academic Term.

In these cases, only the period of leave taken during the school year will be charged against the instructional employee's allotted 12 weeks of FMLA leave.



**F. Intermittent Leave:** Under some circumstances, you may take FMLA leave intermittently which means taking leave in blocks of time, or by reducing your normal weekly or daily work schedule. Employees who take leave intermittently or on a reduced work schedule basis for planned medical treatment must make a reasonable effort to schedule the leave so as not to unduly disrupt FRCS's operations. Please contact Human Resources prior to scheduling planned medical treatment. If Family and Medical Leave is taken intermittently or on a reduced schedule basis due to foreseeable planned medical treatment, FRCS may require you to transfer temporarily to an available alternative position with an equivalent pay rate and benefits, including a part-time position, to better accommodate recurring periods of leave.

When an employee who has been approved for intermittent leave seeks leave time that is unforeseeable, the employee must specifically reference either the qualifying reason for leave or the need for FMLA leave at the time they call off. As discussed more generally below, if your request for intermittent leave is approved, FRCS may later require you to obtain re-certifications of your need for leave. For example, FRCS may request recertification if it receives information that casts doubt on your report that an absence qualifies for Family Medical Leave.

To the extent required by law, some extensions to leave beyond an employee's FMLA entitlement may be granted when the leave is necessitated by an employee's work-related injury/illness or a "disability" as defined under the Americans with Disabilities Act (ADA) and/or applicable state or local law. Certain restrictions on these benefits may apply and the employee MUST inform the School that they/they are requesting further leave time as a reasonable accommodation at least 10 days BEFORE the end of the employee's approved FMLA leave expires.

**G. Notice and Certification:** Bonding, Family Care, Serious Health Condition, and Military Caregiver Leave Requirements; employees are required to provide:

- When the need for the leave is foreseeable, thirty (30) days advance notice or such notice as is both possible and practical if the leave must begin in less than thirty (30) days (normally this would be the same day the employee becomes aware of the need for leave or the next business day);
- When the need for the leave is not foreseeable, notice within the time prescribed by FRCS's normal absence reporting policy, unless unusual circumstances prevent compliance, in which case notice is required as soon as is otherwise possible and practical;
- When the leave relates to medical issues, a completed *Certification of Health-Care Provider* form within fifteen (15) calendar days (for Military Caregiver Leave, an invitational travel order or invitational travel authorization may be submitted in lieu of a *Certification of Health-Care Provider* form);
- Periodic recertification (upon request); and Periodic reports during the leave.



Certification forms are available by contacting Human Resources. At FRCS's expense, the School may also require a second or third medical opinion regarding your own serious health condition or the serious health condition of your family member. In some cases, the School may require a second or third opinion regarding the injury or illness of a "Covered Servicemember."

When leave is for planned medical treatment, you must try to schedule treatment so as not to unduly disrupt FRCS's operation. Such an employee may also be required to transfer to another position which better accommodates the requested duration and frequency of leave requested.

**H. *Recertification After Grant of Leave:*** In addition to the requirements listed above, if your Family and Medical Leave is certified, FRCS may later require medical recertification in connection with an absence that you report as qualifying for Family and Medical Leave. For example, FRCS may request recertification if:

- The employee requests an extension of leave;
- The circumstances of the employee's condition as described by the previous certification change significantly (e.g., your absences deviate from the duration or frequency set forth in the previous certification, your condition becomes more severe than indicated in the original certification, or you encounter complications); or
- FRCS receives information that casts doubt upon your stated reason for the absence. In addition, FRCS may request recertification in connection with an absence after six (6) months have passed since your original certification, regardless of the estimated duration of the serious health condition necessitating the need for leave. Any recertification requested by FRCS shall be at the employee's expense.

**I. *Military Emergency Leave Requirements:*** Employees are required to provide:

- As much advance notice as is reasonable and practicable under the circumstances;
- A copy of the covered military member's active-duty orders when the employee requests leave and/or documentation (such as Rest and Recuperation leave orders) issued by the military setting forth the dates of the military member's leave; and
- A completed *Certification of Qualifying Exigency* form within fifteen (15) calendar days, unless unusual circumstances exist to justify providing the form at a later date.

**J. *Failure to Provide Certification and to Return from Leave:*** Absent unusual circumstances, failure to comply with these notice and certification requirements may result in a delay or denial of the leave. If you fail to return to work at your leave's expiration and have not obtained an approved extension of the leave from the School, FRCS may presume that you do not plan to return to work and have voluntarily terminated your employment.



- K. Compensation During Leave:** FMLA leave is unpaid. However, you may be eligible to receive benefits through state-sponsored or FRCS-sponsored wage-replacement benefit programs. If you are eligible to receive these benefits, you may also choose to supplement these benefits with the use of paid time off, to the extent permitted by law and FRCS policy. All such payments will be integrated so that you will receive no more than your regular compensation during this period. If you are not eligible to receive any of these wage-replacement benefits, FRCS may require you to use accrued paid time off to cover some or all of the FMLA leave. The use of paid benefits will not extend the length of an FMLA leave.
- L. Benefits During Leave:** FRCS will continue making contributions for your group health benefits during your leave on the same terms as if you had continued to work. This means that if you want your benefits coverage to continue during your leave, you must also continue to make any premium payments that you are now required to make for yourself or your dependents. Employees taking Bonding Leave, Family Care Leave, Serious Health Condition Leave, and Military Emergency Leave will generally be provided with group health benefits for up to twelve (12) weeks. Employees taking Military Caregiver Leave may be eligible to receive group health benefits coverage for up to a maximum of twenty-six (26) workweeks. In some instances, FRCS may recover premiums it paid to maintain health coverage if you fail to return to work following an FMLA leave.
- M. Coordination with other Leaves:** Leave taken under the federal Family and Medical Leave Act (FMLA) will run concurrently with leave taken under the Massachusetts Paid Family and Medical Leave (PFML) and Massachusetts Parental Leave Act (MPLA) when the leave is for the same qualifying reason.
- N. Job Reinstatement:** Under most circumstances, you will be reinstated to the same position held at the time of the leave or to an equivalent position with equivalent pay, benefits, and other employment terms and conditions. However, you have no greater right to reinstatement than if you had been continuously employed rather than on leave. For example, if you would have been laid off had you not gone on leave, or if your position has been eliminated during the leave, then you will not be entitled to reinstatement. Prior to being allowed to return to work, an employee wishing to return from a Serious Health Condition Leave must submit an acceptable release from a health care provider certifying that the employee can perform the essential functions of the job as those essential functions relate to the employee's serious health condition. For an employee on intermittent FMLA leave, such a release may be required if reasonable safety concerns exist regarding the employee's ability to perform their duties, based on the serious health condition for which the employee took the intermittent leave.
- O. Confidentiality:** Documents relating to medical certifications, recertification, or medical histories of employees or employees' family members will be maintained separately and treated by FRCS as



confidential medical records, except that in some legally recognized circumstances, the records (or information in them) may be disclosed to Principal or Manager's, first aid and safety personnel, or government officials.

**P. *Fraudulent Use of FMLA Prohibited:*** An employee who fraudulently obtains or remains on FML is not protected by FMLA's job restoration or maintenance of health benefits provisions. In addition, FRCS will take all available appropriate disciplinary action against the employee due to such fraud. Employees are not permitted to engage in outside employment, activities, or work during an FMLA leave which is inconsistent with the purpose of the leave.

**Q. *Additional Information Regarding FMLA:*** A Notice to Employees of Rights can be found [here](#).





## FRCS Anti Racism Policy and Employee Commitment SY22-23 **(NEW FRCS Policy 22-23)**

### ***Our Acknowledgements***

Foxborough Regional Charter School (FRCS) acknowledges the gross inequities that are present in America's education system. We recognize that people of color in our nation face systemic oppression due to white supremacy. In the education system, we acknowledge that power and advantage has historically been, and continues to be provided to white students, while being denied to students of color. As part of that system, we know that we will uphold systemic oppression unless we intentionally and consistently work to see it, name it, and stamp it out in our own behaviors both collectively and individually. We, the Executive Leaders and Board of Trustees of FRCS have written the Anti Racism Policy that follows to codify our commitment to creating a more just society, starting with our own school.

### ***Our Beliefs***

At FRCS, we believe that education is a lever for anti-oppression work and a pathway to liberation. We believe educational equity will be reached once each student's social, racial, sexual and personal identity is an asset to their educational access and outcomes. We believe educational equity will be achieved when each student flourishes, and the communities they are a part of flourish.

At FRCS we will embrace the responsibility for learning about and advancing the cause of equity, diversity, and liberation through antiracist practices. This responsibility belongs to each and every member of the FRCS community, including students. Each educator, student, and community member can make a significant contribution to a high level of justice for all in our school. We commit to achieving educational equity and antiracist practices through a continuous process of target setting, implementation, assessment, reflection, and improvement.

### ***Our Actions***

To support our journey toward becoming a fully inclusive and anti-racist organization *for adults*, FRCS will:

- Build organizational structures, policies, and practices to ensure transparent decision-making and role clarity.
- Gather and apply feedback from Black, Indigenous, Latinx, and community members of color on specific, actionable ways to improve their experience at FRCS.
- Utilize disaggregated data to analyze trends, identify gaps, and develop racial equity priorities for the school.
- Hire experts in the field to facilitate regular convenings and affinity spaces to support staff in developing skills, practices, social and emotional competencies and habits of mind necessary for contributing to FRCS's equity and anti-racism journey.



- Dedicate time, effort, and resources to hiring and retaining a diverse staff at every level of the school.
- Communicate our equity and antiracism commitment with internal and external stakeholders.
- Learn from, credit, and amplify the voices of Black, Indigenous, Latinx, and other scholars and leaders of color throughout the community and educational system.
- Create routines and rituals where families and staff with a diversity of worldviews, cultural assets, and lifestyles of staff, feel welcomed, empowered, and treated as authentic thought partners in the educational process.
- Work to unlearn prejudice, bigotry, and stereotypes.

To support our journey toward becoming a fully inclusive and anti-racist organization *for students*, FRCS will:

- Create recruitment strategies and admissions policies that gather a diverse student body representative of the communities we serve.
- Understand the history of the communities in which we work and ensure the school environment is engaging and responsive to the needs of its students, paying particular attention to students of color.
- Ensure that the social and emotional learning needs of students guides the selection, implementation, and monitoring of solutions to create a safe, inclusive school climate. This includes SEL programming, response to student behavior, trauma informed care, and therapeutic interventions.
- Select curriculum and materials that honor the experience, culture and humanity of students absent the traditionally taught dominant narrative.
- Teach students about inequity while cultivating social and emotional competencies so that they can resist oppressive norms and ways of being.
- Use educational approaches that benefit culturally, linguistically, and gender diverse students, and the school as a whole.
- Work to unlearn prejudice, bigotry, and stereotypes.

### ***Our Accountability***

To ensure we uphold our commitments and make progress, FRCS will:

- Assemble an Antiracism working group that represents all staffing categories and includes students, to oversee implementation of this policy and assess and report out on progress each quarter.
- Publicly report out disaggregated growth results of a Panorama survey to progress on staff and student belonging annually.
- Hire a third-party provider to conduct a school equity and antiracism audit and accompanying report bi-annually.



## ***Employee commitment***

As an employee of FRCS, I agree to uphold this policy in all aspects of my role to the best of my ability by, (but not limited to) the following:

- I will participate in Professional Development and coaching opportunities to better understand my own implicit bias and understand how it may impact my practices as an educator, with a goal of learning and implementing culturally responsive practices.
- I will hold myself accountable to the role I play in making children, families and staff from diverse backgrounds feel welcomed and supported at FRCS.
- I will work to unlearn the behaviors and assumptions that perpetuate racial injustice.
- I will accept responsibility when I intentionally or unintentionally cause harm and engage in restorative practices to repair relationships with colleagues, students and/or families.

# Foxborough Regional Charter School Employee Handbook



## Addendum: Senior Staff Directory

Name	Title	Email
Azarloza, Annie	Co-Interim Executive Director	aazarloza@foxboroughrcs.org
Benton-Johnson, Dana	Director, Culture & Climate	dbentonjohnson@foxboroughrcs.org
Benson, Christiana	Principal, Elementary	cbenson@foxboroughrcs.org
Berkowitz, Heidi	Co-Interim Executive Director	hberkowitz@foxboroughrcs.org
Calvert, Karen	Director, Finance	kcalvert@foxboroughrcs.org
Cournoyer, Mike	Principal, High	mcournoyer@foxboroughrcs.org
Diakite, Alisa	Principal, Middle	adiakite@foxboroughrcs.org
Foley, Kathleen	Interim Deputy Director	kfoley@foxboroughrcs.org
Garcia, Julia	Director, HR	kgarcia@foxboroughrcs.org
Obenchain, Lori	Director, Student Services	lobenchain@foxboroughrcs.org
(vacant)	Executive Director	
(vacant)	Director, Operations	

# Cover Sheet

## Facilities

**Section:** IV. Committees  
**Item:** A. Facilities  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** MS Roof Bid analysis.xlsx  
Foxborough Regional Charter School - LFA - 2022-0218.pdf  
Proposal\_FRCS Roofing.pdf

## Notice:

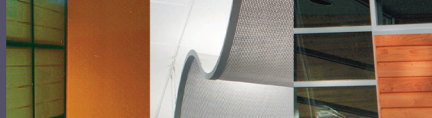
The following file is attached to this PDF. You will need to open this packet in an application that supports attachments to pdf files, e.g. [Adobe Reader](#).

MS Roof Bid analysis.xlsx

225 Chapman Street  
Providence, Rhode Island  
02905-4592

401.461.7771  
fax 401.461.7772  
email: v3@vision3architects.com

VISION<sup>3</sup> ARCHITECTS



February 18, 2022

Kevin Heyden  
Facilities Manager  
Foxborough Regional Charter School  
131 Central Street  
Foxborough, MA 02035

**RE: Letter Form of Agreement  
Foxborough Regional Charter School  
Middle School Roof Replacement  
131 Central Street, Foxborough, MA 02035**

Dear Kevin:

We look forward to working with you and the people at Foxborough Regional Charter School, (the Owner).

**PROJECT DEFINITION:**

The Project is generally limited to the review of existing conditions and the design of a new roof system at the Foxborough Regional Charter School – Middle School, located at 131 Central Street, Foxborough, MA. The roof has an approximate area of 55,000 s.f., with a combination of flat and low sloped roofs, over several different roof elevations. The existing roof material is a combination of EPDM membrane roofing and tar/gravel built-up roofing. The Project scope includes removal of the existing roofing and insulation (down to the existing roof deck, which is assumed to remain) and replacement with a new roofing system including new insulation (with an R-value to meet energy code), cover board, and membrane.

To the extent possible, existing rooftop mechanical equipment, and systems will remain. Where required to be adjusted due to the new roof, existing rooftop items will be removed, raised, and reinstalled, including new roof supports. It is assumed that the existing roof drains will be need to be replaced at all existing locations. New overflow drains are not included in the scope of basic services. If required, the design of overflow drains will be an additional service. All of the existing roof edge coping will be removed and replaced with new roof edge coping. The new coping will be slightly taller than the existing to accommodate the increased depth of the new roofing system. It's also assumed the existing metal panels at the raised portions of the building, will need to be

Kevin Heyden  
February 18, 2022  
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modified/replaced to accommodate the new roof thickness and the required minimum height for roof membrane flashings.

The Owner intends to have the Project constructed over the summer of 2022 and it is intended to be bid to multiple contractors. The Owner has established a preliminary construction budget of +/- \$2,000,000 for the project.

### **SCOPE OF BASIC SERVICES:**

Vision 3 Architects (Architect) will provide architectural services for the Project. Basic Services will not include the services of engineering consultants.

We have included optional additional service fees for the inclusion of mechanical, electrical, plumbing and structural engineering as indicated below, and in the fee section.

### **PREDESIGN:**

Basic Services during this phase include:

1. Initial meeting with Owner to review existing conditions and determine the project objectives.
2. Field verification and observation of existing conditions area by representatives of all consultants. Field work will be based on existing conditions information provided by the Owner.
3. Collection and preliminary review of pertinent project information, i.e. applicable codes, regulations, design criteria, etc.
4. Preparation of an existing conditions roof plan.
5. The Architect will review and coordinate project scope with Owner provided coring information.

### **SCHEMATIC DESIGN:**

Basic Services during this phase include:

1. The Architect shall review the information collected and prepared during Pre-design to determine the requirements and design direction for the Project.
2. Make recommendations to the Owner for the most prudent design direction including equipment, and system relocations and adjustments.
3. Based on the Owner's scope of work, additional roof insulation is required to be added to the roof, some of the existing rooftop mechanical equipment, supports, etc. will need to be raised. We have proposed Building Engineering Resources as Mechanical (HVAC) and Electrical Engineers to assist us in the scope of this work as an optional additional service.
4. The Schematic Design shall establish and describe the approved design direction and shall consist of product data and other documents in adequate detail, for the Owner to obtain a construction cost estimate for the proposed work. It is our understanding the Schematic Design Cost Estimate, if required, will be prepared by the Owner's separate consultant.



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5. Architect shall attend up to one (1) meeting to review the Owner provided Schematic Design Cost Estimate.

**CONSTRUCTION DOCUMENTS:**

Basic Services during this phase include:

1. Based on the Owner's approval of Schematic Design documents, and on the Owner's confirmation of a construction budget, the Architect shall prepare Construction Documents to communicate the desired results of the Project, and documents in sufficient detail to allow the Client to receive competitive bids for the Work described. Documents will be suitable for permitting.
2. The Architect shall communicate with the Client's independent consultants, if any, and shall coordinate work with the plans and specifications developed by any such consultants if they are made available to the Architect in a timely manner.
3. Project specifications will be included on the drawings.

**BIDDING ASSISTANCE / CONSTRUCTION PHASE SERVICES:**

The Architect shall provide, as part of Basic Services, Project Administration during bidding and construction for those items included within the Scope of the Architect's Work.

Project Administration shall consist of the following:

1. Attend one (1) pre-bid meeting with the Client.
2. Provide assistance for Construction Document clarification during bidding.
3. Provide in-office interpretation of Construction Documents necessary for the proper execution of the Work during construction.
4. Process shop drawings and other submittals from contractor for work as specified on Construction Documents.
5. Visit the site at intervals appropriate to the stage of construction, or at the request of the Client to determine, in general, if the Work is proceeding in accordance with Contract Documents. Field visits performed as part of Basic Services shall be limited to four (4) monthly visits and one Final Punch List visit by the Architect. Optional additional services of engineering consultants will include one (1) visit by the structural engineer and two (2) by the MEP engineer.

**ASSUMPTIONS:**

The following assumptions relate to the performance of Basic Services:

1. Attendance at Planning, Zoning, or other special meetings/hearings; and, preparation of any supplemental documentation for same are not included.

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Page 4

2. Cost estimating is not included as part of Basis Services. It is assumed these services will be provided by the Owner.
3. Existing building assessment for compliance with current codes outside of the area of renovation is not included, nor are any services related to "non-work" areas that are, or may be required to be brought up to current Building Code standards.
4. Civil engineering and fire protection services are not included.
5. Structural, mechanical, electrical and plumbing engineering services are not included as part of basic services. If approved by the Owner, these services can be provided as optional additional services as noted in the fee section of the agreement.
6. Specification information will be included on the drawings.
7. Services related to the detection or removal of hazardous materials are not included.
8. Services related to the specification of furnishings and equipment are not included.
9. Services related to LEED design and certification are not included.
10. Revisions to completed Construction Documents for the purpose of reducing construction costs are not included.
11. Separate drawings packages for bidding, permitting and construction are not included; we anticipate one package at the completion of the Construction Document phase. If separate packages are required, they can be provided upon request for an Additional Service.
12. Design of mechanical equipment screens, if desired or required by local planning or zoning regulations, shall be an Additional Service.
13. Phased drawing packages and/or construction phase services are not included.
14. Value engineering services; including meetings, recommendations, and document revisions are excluded.
15. Services related to the development of a construction impairment plan for the fire protection and fire alarm systems or any requirements to meet NFPA 241 Standard for Safeguarding Construction, Alteration, and Demolition Operations, are not included.
16. It is our understanding that sample roof cores have been performed and a report has been generated. We assume that information will be available for the Architect's use in designing the new roofing system, and any additional sampling or exploratory investigation will be provided by the Owner.
17. The assumed construction duration for the Project is sixteen (16) weeks. If construction extends beyond the assumed duration, the Architect will prepare an additional services supplement for an extension of Construction Phase services.
18. Due to global health concerns regarding the Coronavirus, and the effects the pandemic is having on our business, our employees, and the disruption to our performance of services, we are unable to guarantee completion of services (or individual phases thereof) within a stated timeline. We will endeavor to perform services in a timely manner, as expeditiously as is consistent with the Architect's Standard of Care and the orderly progress of the Project.
19. For the near future, project meetings shall be held remotely via Zoom or other web-based meeting technology.

Kevin Heyden  
 February 18, 2022  
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20. During the pandemic, construction site visits will be performed in-person to the extent possible, assuming that site conditions allow for field visits to occur in compliance with CDC Guidelines and state Department of Health requirements. If site conditions do not accommodate in-person visits, they will be performed virtually.

**COMPENSATION:**

**REIMBURSABLE EXPENSES:**

Reimbursable expenses are out-of-pocket costs incurred by the Architect and the Architect’s consultants during the course of the Project and include: travel, printing, express mail, CAD plots, etc. Reimbursable expenses are billed at 1.15 times the actual cost for same to the Architect.

**PAYMENTS:**

Billing is based on the percentage complete of Basic Services, plus payment for Reimbursable Expenses and authorized Additional Services. Payment in full is due upon receipt of invoice. Please note, payments past due more than forty-five (45) days from the date of original invoice will be charged interest at the rate of 1½% per month on the unpaid balance.

**FEE:**

We propose a fixed fee as outlined in the options below for performance of Basic Services as indicated herein. Payments for Basic Services during each phase shall be as follows:

Design-Build MEP Option

Predesign	
Architect	\$ 4,270
Code Consultant Allowance	\$ 2,200
Schematic Design	
Architect	\$ 8,290
Construction Documents	
Architect	\$ 32,680
Construction Phase Services	
Architect	\$ 17,130
<hr/>	
Total Fixed Fee for Design-Build Option	<b>\$64,570</b>

Optional Additional Services with Engineering Consultants

Predesign	
Architect	\$ 4,270
MEP Engineers	\$ 5,500
Code Consultant Allowance	\$ 2,200
Schematic Design	
Architect	\$ 8,290
MEP Engineers	\$ 4,125
Construction Documents	
Architect	\$ 32,680
MEP Engineers	\$ 13,750
Structural	\$ 1,650

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Construction Phase Services	
Architect	\$ 17,130
MEP Engineers	\$ 6,875
Structural	\$ 550
<hr/>	
Total Fixed Fee inclusive of Engineering Consultants	<b>\$97,020</b>

**ADDITIONAL SERVICES**

Any services not included as part of Basic Services are Additional Services, and must be pre-authorized by the Owner before performance of same. Additional Services of the Architect are billed at the Architect’s standard hourly rates for the personnel involved.

Additional Services of consultants are billed at 1.1 times amounts billed to the Architect for same. Hourly rates for services of the Architect and the Architect's consultants as set forth in this Agreement shall be adjusted in accordance with their normal salary review practices.

If the services covered by this Agreement have not been completed within twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect’s services beyond that time shall be compensated for as Additional Services. The Architect shall notify the Owner in writing at the time of implementation of this provision of the Agreement.

**HOURLY RATES:**

The following are the Architect’s standard hourly rates:

Principal	\$205 / hour	Senior Interior Designer	\$120 / hour
Associate Principal	\$175 / hour	Staff Architect	\$110 / hour
Senior Associate	\$175 / hour	Interior Designer	\$110 / hour
Associate	\$145 / hour	Senior Job Captain	\$105 / hour
Studio Director	\$145 / hour	Job Captain	\$95 / hour
Senior Project Manager	\$135 / hour	Architectural Designer	\$85 / hour
Project Architect	\$120 / hour	Intern	\$50 / hour
Project Manager	\$120 / hour		

Kevin Hayden  
February 18, 2022  
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**CLOSING:**

If this Agreement meets with your approval, please sign and return a copy for our files. We will require a signed copy of this Agreement to begin work. If you have any questions, please call...we look forward to working with you.

Sincerely,

VISION 3 ARCHITECTS

Paul M. Hauser, AIA, NCARB, LEED AP.  
Principal

For Foxborough Regional Charter School:

By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Refer to attached General Provisions for additional Terms and Conditions of this Agreement.

**INVOICING INFORMATION**

*This section shall be completed by the Owner.*

Contact Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Billing Address: \_\_\_\_\_  
\_\_\_\_\_

E-mail Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Invoice type (check one, or both):

E-mailed  Hard Copy

Will P.O. # be issued for invoicing:

Yes  No

Interested in making payment via ACH\*:

Yes  No

\* If yes, our Director of Finance will contact you directly via secure email containing payment information.

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## **GENERAL PROVISIONS:**

**ENVIRONMENTAL AND HEALTH HAZARDS:** The Owner agrees, notwithstanding any other provisions of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless the Architect, his or her officers, principals, employees, agents and consultants from and against any and all claims, suits, demands, liabilities, losses or costs, including reasonable attorneys' fees and defense costs, resulting or accruing to any and all persons, firms, and any other legal entity, caused by, arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the jobsite, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action.

**PUBLIC RESPONSIBILITY:** The Owner recognizes that both the Owner and the Architect owe a duty of care to the public that requires them to conform to applicable codes, standards, regulations and ordinances, principally to protect public health and safety. The Architect will do his or her best to alert the Owner to any matter that requires the Owner's immediate action to protect public health and safety or conform to applicable codes, standards, regulations or ordinances. Should the Owner decide to disregard the Architect's recommendations in these respects, the Owner agrees the Architect has the right to employ his or her best judgment in deciding whether to notify public officials or take other appropriate action. The Owner agrees the Architect should not be held liable in any respect for reporting or failing to report said conditions. Accordingly, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold the Architect harmless from any claim, liability or cost (including reasonable attorneys' fees and costs of defense) for injury or loss arising or allegedly arising from the Architect's notifying or failure to notify public officials.

**LIMITATION OF LIABILITY:** In recognition of the relative risks and benefits of the project to both the Owner and the Architect, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of the Architect and his or her consultants to the Owner for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of the Architect and his or her consultants to the Owner shall not exceed the Architect's total fee for services rendered on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

**OWNERSHIP OF INSTRUMENTS OF SERVICE:** All reports, plans, specifications, field data and notes, and other documents, including all documents on electronic media prepared by the Architect and his or her consultants as instruments of service shall remain the property of the Architect.

**SUSPENSION / TERMINATION OF SERVICES:** If the Owner fails to make payments when due or otherwise is in breach of this agreement, the Architect may suspend or terminate performance of services upon five (5) calendar days' notice to the Owner. The Architect shall have no liability whatsoever to the Owner for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Owner.

Either the Owner or the Architect may terminate this Agreement at any time with or without cause upon giving the other party five (5) calendar days prior written notice. The Owner shall within thirty (30) calendar days of termination pay the Architect for all services rendered and all costs incurred up to the date of termination, in accordance with the Compensation provisions of this Agreement.

**PAYMENT:** Payment of invoices is not subject to unilateral discounting or back-charges by the Owner, and payment is due regardless of suspension or termination of this agreement by either party.

## **RESOLUTION OF DISPUTES:**

**General:** The parties shall commence all claims against the other arising out of or related to this Agreement within the period specified by applicable law, but in no case more than 10 years after the date of the Owner's occupancy of the Work for its intended use.

**Mediation:** Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition prior to binding dispute resolution.

Mediation shall be administered in accordance with the Construction Industry Mediation Procedures of the American Arbitration Association currently in effect. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

If the parties do not resolve a dispute through mediation, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction.

**Collection Costs:** In the event legal action is necessary to enforce the payment terms of this Agreement, the Architect shall be entitled to collect from the Owner any judgment or settlement sums due, plus reasonable attorneys' fees, court costs and other expenses incurred by the Architect in connection therewith and, in addition the reasonable value of the Architect's time and expenses spent in connection with such collection action, computed according to the Architect's prevailing fee schedule and expense policies.

**WAIVER OF CONSEQUENTIAL DAMAGES:** To the fullest extent permitted by law, neither the Owner nor the Architect, its subconsultants and subcontractors, shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or this Agreement. This mutual waiver of consequential damages shall

Kevin Heyden  
February 18, 2022  
Page 9

include, but not be limited to loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty.

**VERIFICATION OF EXISTING CONDITIONS:** Inasmuch as the remodeling and/or rehabilitation of an existing building requires that certain assumptions be made regarding existing conditions, and because some of these assumptions may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of the building, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold the Architect harmless from any claim, liability or cost (including reasonable attorneys' fees and costs of defense) for injury or economic loss arising or allegedly arising out of unforeseen existing conditions, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the Architect.

**LIMITED CONSTRUCTION PHASE SERVICES:** The Architect shall visit the project on a limited basis as stated in this Agreement during construction to observe the progress and quality of the Contractors' work. The Owner has not retained the Architect to make regular or detailed inspections or to provide regular or continuous project administration and observation services during construction. The Architect does not guarantee the performance or, and shall have no responsibility for, the acts or omissions of any Contractor, Subcontractor, Supplier or any other entity furnishing materials or performing any work on the project.

If the Owner desires more extensive project administration or observation or full-time project representation, the Owner shall request such services be provided by the Architect as Additional Services in accordance with the terms of this Agreement.

**JOB SITE SAFETY:** Neither the professional activities of the Architect, nor the presence of the Architect and the Architect's employees and Consultants at a construction/project site shall relieve the Contractor of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the work in accordance with the construction documents and any health or safety precautions required by any regulatory agencies. The Architect and his or her personnel have no authority to exercise any control over any construction Contractor or their employees in connection with their work or any health or safety precautions. The Owner agrees that the Contractor is solely responsible for jobsite safety, and warrants that this intent shall be carried out in the Owner's agreement with the Contractor. The Owner also agrees that the Owner, the Architect and the Architect's Consultants shall be indemnified and shall be made additional insureds under the Contractor's general liability insurance policy.

**BETTERMENT:** Betterment means that a person who is damaged because of another's mistake should be entitled to recoup losses caused by that mistake, but not benefit because of it.

If, due to the Architect's error, any required item or component of the Project is omitted from the Architect's construction documents, the Architect shall not be responsible for any costs to add such item or component to the extent that such item or component would have been otherwise necessary to the Project or otherwise adds value or betterment to the Project. In no event will the Architect be responsible for any cost or expense that provides betterment, upgrade or enhancement of the Project.

**FIDUCIARY RESPONSIBILITY:** The Owner confirms that neither the Architect, nor the Architect's consultants has offered any fiduciary service to the Owner, and no fiduciary responsibility shall be owed to the Owner by the Architect or the Architect's consultants as a consequence of the Architect's entering into this agreement with the Owner.

**STANDARD OF CARE:** The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

**ADVERTISING:** The Architect shall have the right to include representations of the designs of the Project, including photographs of the exterior and interior, among the Architect's promotional and professional materials, inclusive of usage on the Architect's website and social media accounts (specifically LinkedIn and Instagram). The Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect on the construction sign, and in any authorized reuse of the Architect's Instruments of Services (i.e. renderings, photographs, models, drawings, etc.) in the promotional materials the Owner prepares or releases for the Project.

**GOVERNING LAW:** The laws of the State of Massachusetts will govern the validity of this agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of that state.

**INTEGRATION:** This Agreement comprises the final and complete agreement between the Owner and the Architect. It supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly, has had any questions explained by independent counsel and is satisfied. Amendments to this Agreement shall not be binding unless made in writing and signed by both the Owner and the Architect.

## END OF GENERAL PROVISIONS



## Studio umbra

69 Dale Avenue  
Quincy, MA 02169

o. 617.481.1627  
c. 787.536.7004

eugenio.fv@studio-umbra.com  
www.studio-umbra.com

November 12, 2021

Mr. Kevin Heyden  
131 Central St  
Foxborough, MA 02035

Re: Design Proposal  
Foxborough Regional Charter School Reroofing  
131 Central St, Foxborough, MA 02035

Dear Mr. Heyden,

In accordance with your request, we are pleased to provide this proposal for professional services for the Foxborough Regional Charter School Reroofing project.

### Project

Foxborough Regional Charter School is comprised of a series of one story connected masonry buildings. These buildings are currently roofed with tar and gravel and EPDM, and it is expected they include minimal insulation that does not comply with current requirements of the International Energy Efficiency Code (IEEC). The buildings to be altered within this proposal are marked in the aerial view below, and account for approximately 52,000 s.f.:





Design Proposal  
Foxborough Regional Charter School Reroofing  
November 12, 2021  
Page 2

The goal of the project is to improve the roofing system of the buildings, which has passed its useful life. The scope of the project is to remove the existing EPDM roof and the Tar and Gravel roof to bare sheathing and replace any identified damaged sheathing during demolition. The new roofing will consist of a gypsum underlayment, new rigid insulation to meet IBC and IECC requirements, protection board on top of the insulation, and a PVC single membrane roofing with walkway pads. The roof drainage system will be evaluated for capacity and upgraded as needed as part of the project to meet the applicable Code requirements. The roof edges will be addressed to the roof drainage system. Additionally, all rotted wood trim at roof edges will be replaced with PVC trim, any unnecessary dunnage or roof accessories currently not in use will be demolished, and any boarded up roof exhausts will be sealed with new sheathing and roofing.

Some water infiltration has been noted where low-slope roofing meets a masonry wall, and it appears to be caused by improper flashing against the brick wall. To address this, new through-wall flashing will be installed at these low roofs, requiring some masonry work at these conditions. This is expected to impact the low roofs at both sides of the library building.

With the added insulation, it will be necessary to remove the siding of the roof pop up structures over the corridors. This will allow us to create a new perimeter curb around these structures to raise their height and accommodate an appropriate curb flashing. The old and unused louver vents will be removed, and these structures will then be re-sided with insulated metal panel.

Finally, a new roof access hatch with access ladder will be designed to provide access to the roof from the interior of the building. The new access hatch will be located at an existing interior storage room against a masonry wall, between the roof trusses. To achieve this, an existing mechanical piece of equipment and associated piping will need to be moved and rerouted to accommodate the required space. A new steel fixed ladder will be attached against the masonry wall. Safety devices for the roof, including ladder standoffs and roof tie-off points will be provided for added maintenance safety.

No existing documents regarding the affected buildings' roofs are available. This proposal includes the work associated with the necessary assessment and developing of existing condition drawings as needed to develop the roofing construction documents.

Based on the requested scope of work to replace this 52,000 s.f. roof structure, as well as all associated work as described in the project and scope of work sections, we expect the construction cost to be approximately \$2,100,000.00 to \$2,500,000.00, which will be confirmed during the cost estimation exercises at schematic design and construction document phases.

## Scope of Work

The following is a list of tasks that will be addressed by Studio Umbra:

- **Existing Conditions** - Assessment and modeling of existing conditions as required to perform the work, including measuring of roof premises and coordination with trades.

Design Proposal  
 Foxborough Regional Charter School Reroofing  
 November 12, 2021  
 Page 3

- **Architecture** - Develop design to replace the existing roof, including:
  - Demolish existing Tar and Gravel roofs and EPDM roofs down to substrate, including any insulation at EPDM roofs. Demolish any existing wood and metal fascia and trim at existing roofs. Demolish all unnecessary equipment and equipment curbs no longer in use. Demolish existing siding at roof structures.
  - Design new roof assembly consisting of PVC roofing membrane, protection board, R-30 min. Poly Iso insulation (Consider existing sheathing accounts for R5), and air/vapor barrier.
  - Design new roof edge conditions accounting for increase in roof thickness, including PVC trim to replace rotted wood, and pre flashed aluminum trim and snap caps at roof edges. Use of PT lumber to build up roof edge around added insulation.
  - Develop roof drainage layout, slope insulation ¼" per foot min. towards roof drains.
  - Develop new insulated siding at pop up structures, covering all removed louvers.
  - Develop new roof hatch and ladder at storage room.
  - Provide roof ladder brackets and reinforced roofing to access all roof locations.
  - Design roof floor protection, including perimeter tie off brackets, and railing at roof hatch if required.
  
- **Structural Engineering** - Perform a structural wind pressure review and report for the new gabled roof assembly. Design reinforcement necessary for new roof access hatch, and repair and extension of HVAC equipment support framing
  
- **Mechanical and Electrical Engineering** – Identify roof equipment no longer necessary to be demolished. Prepare construction drawings and specifications necessary for disconnection, reconnection, and adjustment of ducting for all roof HVAC equipment needed to be removed for roofing work.
  
- **Plumbing Engineering** – Develop roof drainage calculations and report. Design new upgraded roof drainage system to meet the required roof drainage capacity. Relocate existing mechanical equipment within storage room to provide room required for roof access hatch and ladder. Develop project specifications for all associated work.
  
- **Cost Estimating** - Provide conceptual cost estimate for the construction work to be performed, based on approved design with intent to stay within established budget for the construction document set. Architect will include appropriate contingencies for design, bidding or negotiation, price escalation, and market conditions.
  
- **Asbestos Abatement** – Develop technical specification for the Asbestos Abatement.
  
- **Perform Milestone Submissions**, including:
  - Kick Off

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- Conduct on-site survey of existing conditions and collect all existing data pertaining to the project.
  - Analyze all applicable codes and regulations.
- Schematic Design
  - Prepare and submit Schematic Design drawings
  - Prepare and submit a cost estimate in CSI format.
- Construction Documents
  - Prepare and submit Construction Drawings, incorporating comments from meeting.
  - Prepare and submit final Specifications.
  - Update and submit a cost estimate in CSI format.
  - Develop final Bid set – incorporate any comments included with the Construction Set approval.
- Bidding Phase
  - Provide technical assistance to the School relative to questions and requests for clarifications received from potential bidders.
  - Prepare any and all addenda required during the bidding phase.
  - Attend a pre-bid conference.
- Construction Administration Phase
  - Schedule and conduct four (6) field site meetings. Provide field report one (1) week after meeting, including minutes and any RFI or change orders discussed.
  - Review and act upon shop drawings and submittals.
  - Respond to RFI's and provide technical assistance in interpreting contract documents.
  - Review construction process to ensure compliance with Contract documents.
  - Review and recommend action relative to Contractor's Request for Payments.
  - Prepare punch list and final completion documents.

## Fees

Based upon the above understanding, we propose a lump sum design fee as follows:

• Architecture	\$ 56,600.00
• Structural Design	4,600.00
• Plumbing Design	19,500.00
• Mechanical / Electrical Design	4,500.00
• Cost Estimation	6,500.00
• Asbestos Abatement	<u>1,300.00</u>

**Total** **\$ 93,000.00**

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#### Fee payment breakdown by Milestone

- Design
  - Schematic Design Set (60% Submission) \$ 37,200.00
  - Construction Document Set (100% Submission) 37,200.00
- Construction Administration 18,600.00

### **Services not Included in Proposal**

The following is a list of services and items that are not covered under this proposal:

- Any Engineering or consultant services not specifically included in this proposal, or structural design beyond the review required for wind load design. In the event any engineering services besides from those provided in the proposal are required to perform the work, they will be billed separately to the client with prior approval.
- Division of the remaining work after the initial construction document phase into separate projects or phases.
- Any architectural or design services beyond what is outlined in scope of work.
- Construction permits. Studio Umbra will facilitate sealed and signed construction documents to apply for permit by the selected general contractor, who will apply and pay for construction permit.
- Any Governmental Permit Fee.
- Any deliverables beyond those defined under Deliverables.
- Any community meetings or presentations besides those shown in scope of work.
- Photorealistic renderings or scale models.
- Lead / Asbestos testing in addition to any performed to date.

Please contact me anytime to discuss the above. We look forward to the opportunity of working with you on this project.

Sincerely,



Eugenio Fernandez, AIA  
Studio Umbra

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### Professional Services Terms and Conditions

**Billings/Payments:** Invoices will be submitted monthly by the DESIGN PROFESSIONAL, in the DESIGN PROFESSIONAL's standard format, to the CLIENT for services and reimbursable expenses and, unless other mutually satisfactory arrangements have been made between the CLIENT and the DESIGN PROFESSIONAL, are due upon receipt. The invoices shall be considered past due if not paid within 30 days after the invoice date and the DESIGN PROFESSIONAL may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT or others, suspend the performance of services. A finance charge will be assessed in the amount of 1.5% per month on unpaid balances. In the event any portion of the account remains unpaid 60 days after billing, the CLIENT shall pay the DESIGN PROFESSIONAL's collection costs, including reasonable attorney's fees. If the CLIENT fails to make payment to the DESIGN PROFESSIONAL in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination by the DESIGN PROFESSIONAL. Payment of invoices is in no case subject to unilateral discounting or set-offs by the CLIENT, and payment is due regardless of suspension or termination of the Agreement by either party.

**Access to Site:** Unless otherwise stated, the DESIGN PROFESSIONAL will have access to the Site for activities necessary for the performance of the services, such access will be arranged by the CLIENT. The CLIENT understands that use of testing or other equipment may unavoidably cause some damage, the DESIGN PROFESSIONAL will take precautions to minimize damage due to these activities, but shall not be held responsible for the restoration of any resulting damage.

**Information Provided by Others:** The CLIENT shall furnish, at their own expense, all information, requirements, reports, data, surveys and instructions required by this agreement. The DESIGN PROFESSIONAL may use all such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.

**Jobsite Safety:** Neither the professional activities of the DESIGN PROFESSIONAL, nor the presence of the DESIGN PROFESSIONAL or its employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequence, techniques, or procedures necessary for performing, superintending, or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The DESIGN PROFESSIONAL and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The CLIENT agrees that the General Contractor is solely responsible for jobsite safety and warrants that this intent shall be made evident in the CLIENT's agreement with the General Contractor. The CLIENT also agrees that the CLIENT, the DESIGN PROFESSIONAL, and the DESIGN PROFESSIONAL's consultants shall be indemnified and shall be made additional insured under the General Contractor's general liability insurance policy.

**Hidden Conditions and Hazardous Materials:** A condition is hidden if it cannot be investigated by reasonable visual observation or records reviewed as customary in the performance of the services being rendered. If the DESIGN PROFESSIONAL has reason to believe that such a condition may exist, the DESIGN PROFESSIONAL shall notify the CLIENT who shall authorize and pay for costs associated with the investigation of such a condition and, if necessary, costs necessary to correct said condition. If (1) the CLIENT fails to authorize such investigation or correction after due notification, or (2) the DESIGN PROFESSIONAL has no reason to believe that such a condition exists, the CLIENT is responsible for all risks associated with this condition, and the DESIGN PROFESSIONAL shall not be responsible for the existing condition nor any resulting damages to persons or property. Unless specifically agreed upon prior to the commencement of service, the DESIGN PROFESSIONAL shall have no responsibility for the discovery, presence, handling, removal, disposal, or exposure of persons to hazardous materials of any form.

**Buried Utilities:** The DESIGN PROFESSIONAL and/or its authorized subconsultant will conduct the research that in its professional opinion is necessary with respect to the assumed locations of underground

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improvements. Such services by the DESIGN PROFESSIONAL or its subconsultant will be performed in a manner consistent with the ordinary standard of care. The CLIENT recognizes that the research may not identify all underground improvements and that the information upon which the DESIGN PROFESSIONAL relies may contain errors or may not be complete. The CLIENT agrees, to the fullest extent permitted by law, to waive all claims and causes of action against the DESIGN PROFESSIONAL and anyone for whom the DESIGN PROFESSIONAL may be legally liable, for damages to underground improvements resulting from subsurface penetration locations established by the DESIGN PROFESSIONAL.

**Construction Observation:** The CLIENT hereby retains the DESIGN PROFESSIONAL to visit the site at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the CLIENT and DESIGN PROFESSIONAL, in order to observe the progress and quality of the work completed by Contractor. Such visits and observations are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow the DESIGN PROFESSIONAL to become generally familiar with the work in progress and to determine, in general, if the work is proceeding in accordance with the design. **It is understood and agreed that if the Consultant's Scope of Services under this Agreement does not include project observation or review of the Contractor's performance or any other construction phase services, and that such services will be provided for by the Client. The Client assumes all responsibility for interpretation of the Contract Documents and for construction observation and the Client waives any claims against the Consultant that may be in any way connected thereto.**

**Defects in Service:** The CLIENT shall promptly report to the DESIGN PROFESSIONAL any defects or suspected defects in the DESIGN PROFESSIONAL's services of which the CLIENT becomes aware, so that the DESIGN PROFESSIONAL may take measures to minimize the consequences of the defect. Failure by the CLIENT and the CLIENT's contractors and subcontractors to notify the DESIGN PROFESSIONAL shall relieve the DESIGN PROFESSIONAL of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

**Indemnifications:** The DESIGN PROFESSIONAL and the CLIENT mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damage, liability or cost (including reasonable attorneys' fees and defense costs) to the extent caused by their own negligent acts, errors or omissions and those of anyone for whom they are legally liable, and arising from the project that is the subject of this agreement. Neither party is obligated to indemnify the other in any manner whatsoever for the other's own negligence.

**Risk Allocation:** To the maximum extent permitted by law, the DESIGN PROFESSIONAL's total liability to the CLIENT for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this Agreement, from any cause or causes, shall not exceed the total amount of \$100,000 or the DESIGN PROFESSIONAL's fee. Such causes include, but are not limited to, the DESIGN PROFESSIONAL's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

**Consequential Damages:** Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the CLIENT or the DESIGN PROFESSIONAL, their employees, agents, subconsultants, or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

**Dispute Resolution:** Any claim or dispute between the CLIENT and the DESIGN PROFESSIONAL shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator(s).

**Ownership of Documents:** All documents produced by the DESIGN PROFESSIONAL under this Agreement shall remain the property of the DESIGN PROFESSIONAL and will not be used by the CLIENT for any other endeavor without the consent of the DESIGN PROFESSIONAL. CLIENT agrees to indemnify and hold harmless DESIGN PROFESSIONAL from any claims that arise due to the reuse, or misuse of the work documents.

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**Unauthorized Changes:** In the event that the CLIENT consents to, allows, authorizes, or approves of changes to any plans, specifications, or other documents, and the DESIGN PROFESSIONAL does not approve these changes in writing, the CLIENT recognizes that such changes and results thereof are not the responsibility of the DESIGN PROFESSIONAL. Therefore, the CLIENT agrees to release the DESIGN PROFESSIONAL from any liability arising from the construction, use, or result of such changes.

**Governing Law:** The CLIENT and the DESIGN PROFESSIONAL agree that all disputes arising out of or in any way connected to this Agreement, its validity, interpretation and performance, and remedies for breach of contract, or any other claims related to this Agreement shall be governed by the laws of the State of Massachusetts.

**Assignment:** Neither party to this Agreement shall transfer, sublet, or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

**Subconsultants:** The DESIGN PROFESSIONAL may use the services of subconsultants when, in the DESIGN PROFESSIONAL's sole opinion; it is appropriate and customary to do so.

**Extent of Agreement:** This Agreement comprises the final and complete agreement between the CLIENT and the DESIGN PROFESSIONAL. It supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly, has had any questions explained by independent counsel, and is satisfied. Amendments to this Agreement shall not be binding unless made in writing and signed by both the CLIENT and the DESIGN PROFESSIONAL.

**Additional Services:** Services not explicitly detailed in this Agreement will be considered additional and subject to increased project fees. Additional services will not be provided without the CLIENT's prior authorization to proceed.

**Termination:** Either party may terminate this Agreement upon 10 calendar day's written notice. In the event of termination, the CLIENT shall pay the DESIGN PROFESSIONAL for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

**Severability:** Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.

**Timeliness:** The DESIGN PROFESSIONAL will perform its services with due and reasonable diligence consistent with sound professional practices.

**Delays:** The DESIGN PROFESSIONAL is not responsible for delays caused by factors beyond the DESIGN PROFESSIONAL's reasonable control. When such delays beyond the DESIGN PROFESSIONAL's reasonable control occur, the CLIENT agrees the DESIGN PROFESSIONAL is not responsible for damages, nor shall the DESIGN PROFESSIONAL be deemed to be in default of this Agreement.

# Cover Sheet

## Finance

**Section:** IV. Committees  
**Item:** B. Finance  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** May 2022 Budget to Actual Comparative.PDF



## Financial Report - Budget to Actual (Comparative Summary)

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### Foxborough Regional Charter School For 5/15/2022

	Budget FY2022	YTD Actual 5/31/22	Current Year Budget - Actual	Current Year % of Budget	Budget FY2021	YTD Actual 5/31/21	Prior Year Budget - Actual	Prior Year % of Budget
<b>REVENUES</b>								
Per Pupil Tuition	24,790,000.00	22,098,160.00	(2,691,840.00)	(89.14)	24,024,968.00	22,382,511.00	(1,642,457.00)	(93.16)
Federal Grants/Reimbursements	3,481,121.00	2,330,911.27	(1,150,209.73)	(66.96)	1,620,464.00	1,370,217.00	(250,247.00)	(84.56)
State Grants/Reimbursements	0.00	0.00	0.00	0.00	79,250.00	79,250.00	0.00	(100.00)
Other Grant Revenues	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Food Service Program	286,000.00	734,205.05	448,205.05	(256.72)	406,984.00	112,935.63	(294,048.37)	(27.75)
Extended Day Program	0.00	1,190.00	1,190.00	0.00	193,334.00	18,844.15	(174,489.85)	(9.75)
Transportation Program	861,750.00	617,344.31	(244,405.69)	(71.64)	745,000.00	566,553.19	(178,446.81)	(76.05)
Building Rental Revenue	69,615.00	43,000.00	(26,615.00)	(61.77)	67,000.00	1,000.00	(66,000.00)	(1.49)
Other Revenues	62,000.00	7,705.85	(54,294.15)	(12.43)	189,500.00	54,988.82	(134,511.18)	(29.02)
<b>Total Revenues</b>	<b>29,550,486.00</b>	<b>25,832,516.48</b>	<b>(3,717,969.52)</b>	<b>(87.42)</b>	<b>27,326,500.00</b>	<b>24,586,299.79</b>	<b>(2,740,200.21)</b>	<b>(89.97)</b>
<b>EXPENSES</b>								
<b>Personnel</b>								
Administration & Finance	1,024,223.00	832,598.44	191,624.56	81.29	891,297.00	691,479.76	199,817.24	77.58
Teaching & Learning	10,985,668.00	7,947,953.46	3,037,714.54	72.35	10,400,558.00	7,912,118.21	2,488,439.79	76.07
Student Activities	1,782,468.00	1,251,851.07	530,616.93	70.23	1,736,826.00	1,181,106.31	555,719.69	68.00
Operations	922,575.00	712,886.50	209,688.50	77.27	901,290.00	772,920.72	128,369.28	85.76
Grants	1,721,999.00	1,058,377.31	663,621.69	61.46	586,076.00	405,825.12	180,250.88	69.24
<b>Subtotal Personnel</b>	<b>16,436,933.00</b>	<b>11,803,666.78</b>	<b>4,633,266.22</b>	<b>71.81</b>	<b>14,516,047.00</b>	<b>10,963,450.12</b>	<b>3,552,596.88</b>	<b>75.53</b>
<b>Operating Costs</b>								
Administration & Finance	563,135.00	387,737.10	175,397.90	68.85	552,446.00	404,731.07	147,714.93	73.26
Teaching & Learning	441,800.00	225,685.17	216,114.83	51.08	502,197.00	311,205.11	190,991.89	61.97
Student Activities	2,393,565.00	2,191,255.32	202,309.68	91.55	1,927,570.00	1,472,271.05	455,298.95	76.38
Operations	2,015,320.00	1,794,369.98	220,950.02	89.04	2,075,775.00	1,589,273.51	486,501.49	76.56
Employee Benefits	2,360,500.00	1,831,030.76	529,469.24	77.57	2,594,169.00	1,837,691.45	756,477.55	70.84
Grants	1,929,122.00	1,313,222.76	615,899.24	68.07	1,119,596.00	1,092,628.19	26,967.81	97.59
<b>Subtotal Operating Costs</b>	<b>9,703,442.00</b>	<b>7,743,301.09</b>	<b>1,960,140.91</b>	<b>79.80</b>	<b>8,771,753.00</b>	<b>6,707,800.38</b>	<b>2,063,952.62</b>	<b>76.47</b>
<b>Total Expenses</b>	<b>26,140,375.00</b>	<b>19,546,967.87</b>	<b>6,593,407.13</b>	<b>74.78</b>	<b>23,287,800.00</b>	<b>17,671,250.50</b>	<b>5,616,549.50</b>	<b>75.88</b>
<b>NET BUDGET FROM OPERATIONS</b>	<b>3,410,111.00</b>	<b>6,285,548.61</b>	<b>2,875,437.61</b>	<b>(184.32)</b>	<b>4,038,700.00</b>	<b>6,915,049.29</b>	<b>2,876,349.29</b>	<b>(171.22)</b>
Capital Outlay	613,795.00	617,631.05	(3,836.05)	100.62	970,000.00	528,699.44	441,300.56	54.51
Debt Service	2,471,691.00	814,865.74	1,656,825.26	32.97	2,482,272.00	911,791.97	1,570,480.03	36.73
Depreciation	0.00	1,959,802.71	(1,959,802.71)	0.00	0.00	2,044,349.66	(2,044,349.66)	0.00
Board Capital Reserve	(9,000.00)	0.00	(9,000.00)	0.00	(425,000.00)	0.00	(425,000.00)	0.00
<b>NET BUDGET RESERVED</b>	<b>333,625.00</b>	<b>2,893,249.11</b>	<b>2,559,624.11</b>	<b>(867.22)</b>	<b>1,011,428.00</b>	<b>3,430,208.22</b>	<b>2,418,780.22</b>	<b>(339.15)</b>