



# Foxborough Regional Charter School

## Board Meeting

Published on August 4, 2023 at 3:28 PM EDT  
Amended on August 7, 2023 at 2:45 PM EDT

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### Date and Time

Tuesday August 8, 2023 at 6:15 PM EDT

### Location

Heidi Berkowitz is inviting you to a scheduled Zoom meeting.

Topic: July Board Meeting

Time: Jul 11, 2023 06:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://foxboroughrcs-org.zoom.us/j/81210231084?pwd=aSs4U0hpSmUrbEN1d0ZMTlg0Z0EwUT09>

Meeting ID: 812 1023 1084

Passcode: 435697

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One tap mobile

+13017158592,,81210231084#,,,,\*435697# US (Washington DC)

+13052241968,,81210231084#,,,,\*435697# US

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Dial by your location

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• +1 646 558 8656 US (New York)

• +1 646 931 3860 US

• +1 669 444 9171 US

• +1 669 900 9128 US (San Jose)

- +1 689 278 1000 US
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- +1 253 205 0468 US
- +1 253 215 8782 US (Tacoma)
- +1 346 248 7799 US (Houston)
- +1 360 209 5623 US
- +1 386 347 5053 US
- +1 507 473 4847 US
- +1 564 217 2000 US

Meeting ID: 812 1023 1084

Passcode: 435697

Find your local number: <https://foxboroughrcs-org.zoom.us/j/kzutCTjQr>

### Meeting Format

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

During the meeting, the Board and its committees follow the published agenda. Gallery members are not part of the formal discussion or deliberations. Those wishing to speak at a meeting are asked to follow our [Privilege of the Floor Policy](#). To request to speak at a meeting, please complete the following [google form](#) before the start of the meeting.

### Agenda

	Purpose	Presenter	Time
<b>I. Opening Items</b>			<b>6:15 PM</b>
<b>A. Attendance</b>		Kathleen Crawford	1 m
<b>B. Call the Meeting to Order</b>		Kathleen Crawford	1 m
<b>C. Adjourn to Executive Session</b>		Kathleen Crawford	3 m

The Board will now consider entering executive session in accordance with the Open Meeting Law, M.G.L. c. 30A, Section 21(a), pursuant to Purpose 3, to discuss strategy with respect to collective bargaining, FRCS Teachers' Association, because the Chair finds that an open meeting may have a detrimental effect on the bargaining position of the Board.

	Purpose	Presenter	Time
Following a motion and a second, a roll call vote will be taken to adjourn to Executive Session.			
<b>D.</b> Return to Open Session Board returns from Executive Session		Kathleen Crawford	45 m
<b>E.</b> Privilege of the Floor		Kathleen Crawford	5 m
<b>II. Leadership Report</b>			<b>7:10 PM</b>
<b>A.</b> A. Leadership Report	FYI	Eddie Ingram	5 m
<b>B.</b> Personnel Update	Discuss	Mallory St Brice	5 m
<ul style="list-style-type: none"> <li>• Vacancies by Building</li> <li>• HR Board Dashboard</li> </ul>			
<b>C.</b> Enrollment Update	FYI	Heidi Berkowitz	5 m
<ul style="list-style-type: none"> <li>• Current Enrollment</li> <li>• Registration Update</li> <li>• Golf Tournament Report</li> </ul>			
<b>III. Board Business</b>			<b>7:25 PM</b>
<b>A.</b> Additional Bus	Vote	Eddie Ingram	5 m
<b>B.</b> Administrative / Housekeeping Items	Vote	Kathleen Crawford	10 m
<ul style="list-style-type: none"> <li>• 2023-2028 Accountability Plan</li> </ul>			
<b>C.</b> Board Training - Document any training Board Members Attended this month	Discuss	Todd Tetreault	3 m
<b>D.</b> Executive Director Search	Vote	Anissia Vixamar	10 m
<b>E.</b> Review of Board Committees	Discuss	Todd Tetreault	10 m

	Purpose	Presenter	Time	
<p>In an effort to ensure we are in alignment and up to date on our committee structure and activities, this is a request to:</p> <ul style="list-style-type: none"> <li>• Have a discussion of the board on the status of committees</li> <li>• Confirm committee membership and roles</li> <li>• Communication stakeholders to solicit membership</li> </ul>				
<b>F.</b>	Board Planning Meeting	Discuss	Todd Tetreault	5 m
<p>Todd Tetreault requests a discussion of the board on annual planning. Goal is to elicit approaches to creating structure for longer-range planning.</p>				
<b>IV.</b>	<b>Community Group Updates</b>			<b>8:08 PM</b>
<b>A.</b>	Advisory Groups	FYI	Heidi Berkowitz	3 m
<b>B.</b>	English Language Parent Advisory Committee (ELPAC)	FYI	Heidi Berkowitz	1 m
<b>C.</b>	Special Education Parent Advisory Committee (SEPAC)	FYI	Heidi Berkowitz	1 m
<b>D.</b>	Partners in Education (PIE)	FYI	Heidi Berkowitz	1 m
<b>V.</b>	<b>Policy Review</b>			<b>8:14 PM</b>
<b>A.</b>	First Reading	Discuss	Todd Tetreault	
<ul style="list-style-type: none"> <li>• Employee handbook</li> <li>• Student handbook</li> </ul>				
<b>B.</b>	Second Reading	Vote	Todd Tetreault	
<b>VI.</b>	<b>Committees</b>			<b>8:14 PM</b>
<b>A.</b>	Finance	Discuss	Matthew Yezukevich	5 m
<ul style="list-style-type: none"> <li>• General Committee Update (Yezukevich)</li> <li>• Current Budget Trends (Calvert)</li> </ul>				
<b>B.</b>	Facilities	Discuss	Badawi Dweik	10 m

	Purpose	Presenter	Time
<ul style="list-style-type: none"> <li>• General Committee Update (Dweik)</li> <li>• Project Updates (Michelot)</li> </ul>			
<b>C. Governance</b>	FYI	Kathleen Crawford	5 m
<ul style="list-style-type: none"> <li>• General Committee Update (Crawford)</li> <li>• Board of Trustees BYLAWS</li> <li>• Board development (Martin)</li> </ul>			
<b>D. Diversity, Equity, &amp; Inclusion</b>	Discuss	Anissia Vixamar	3 m
<ul style="list-style-type: none"> <li>• General Committee Update (Vixamar)</li> </ul>			
<b>E. Appeals</b>	Discuss	Kathleen Crawford	
<ul style="list-style-type: none"> <li>• General Committee Update (Crawford)</li> </ul>			
<b>F. Staff Recruitment &amp; Retention</b>	Discuss	Todd Tetreault	
<ul style="list-style-type: none"> <li>• General Committee Update (Tetreault)</li> </ul>			
<b>G. Student Recruitment &amp; Retention</b>	Discuss	Kathleen Crawford	
General Committee Update (TBD)			
<b>VII. Closing Items</b>			<b>8:37 PM</b>
<b>A. Approval of Minutes</b>	Vote	Todd Tetreault	5 m
<ul style="list-style-type: none"> <li>• 13 June 2023</li> <li>• 11 July 2023</li> </ul>			
*Note, minutes are in draft form; links will only work for the public once minutes are approved and published.			
<b>B. Adjourn Meeting</b>	Vote	Kathleen Crawford	1 m
Adjourn to Executive session for strategy discussion with respect to collective bargaining, not returning to public session.			

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

# Coversheet

## Personnel Update

**Section:** II. Leadership Report  
**Item:** B. Personnel Update  
**Purpose:** Discuss  
**Submitted by:**  
**Related Material:** Board Report\_Vacancies by Building\_8.3.23.pdf  
Board Dashboard\_August 8 2023.pdf

<b>Current Openings for SY23-24</b>		
<b>Position</b>	<b>Building/Dept</b>	<b>New/Existing</b>
Behavioral Mental Health Coordinator	Culture/Climate-District	New
District School Culture Liaison	Culture/Climate-District	New
Paraprofessional (Multiple positions) Approx. 4-5	District	
Computer Teacher	Elementary School	
Dean of Student Culture	Elementary School	New
Teacher, ESL k-4	Elementary School	
Accountant	Finance-District	
HS Spanish Teacher	High School	
School Adjustment Counselor	High School	
Special Education Teacher, HS	High School	
District Sub Pool (7+Needed)	HR Sub Pool	
5th Grade ELS LTS	Middle School	
7th Grade ELA Teacher	Middle School	
8th Grade Civics LTS	Middle School	
Building-based Sub (MS) x2	Middle School	
Computer Teacher	Middle School	
School Nurse	Middle School	
Special Education Teacher (Sub Separate)	Middle School	
Visual Arts Teacher, MS	Middle School	
Instructional Coach	MS/HS	New/Never Filled
School Psychologist (5-12)	MS/HS	
Manager of Technology	Operations-District	
Food Service Assistant	Operations-District	
IT Tech	Operations-District	New
MS Sub Sep Para	Student Services-District	
1:1 Paraprofessional ES-Rising Stars	Student Services-District	
Curriculum and Development Specialist	Teaching & Learning-District	Backfill
Data Analyst for Student Achievement	Teaching & Learning-District	New
<b>Elementary School (ES)</b>		3
<b>Middle School (MS)</b>		10
<b>High School (HS)</b>		4
<b>District (Includes sub and para pool needs)</b>		22
<b>Total</b>		39



# HR Dashboard- Staffing & Recruitment

As of 8/2/23



## Head Count

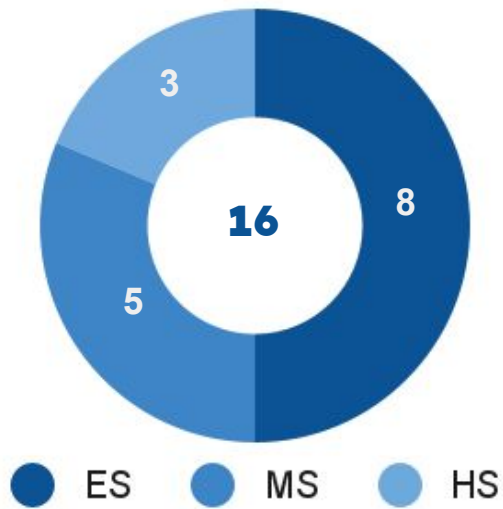
**255\***

*\*Based on most recent payroll period of July 31.*

*Includes per diem sub pool.*

*EOY resignations are not reflected as they are effective as of 8/15/23 and will be reflected in the August report.*

## Voluntary Resignations By Building Since Last Day of School (6/22/23)



### SY 23-24 New Hires By Building/Dept

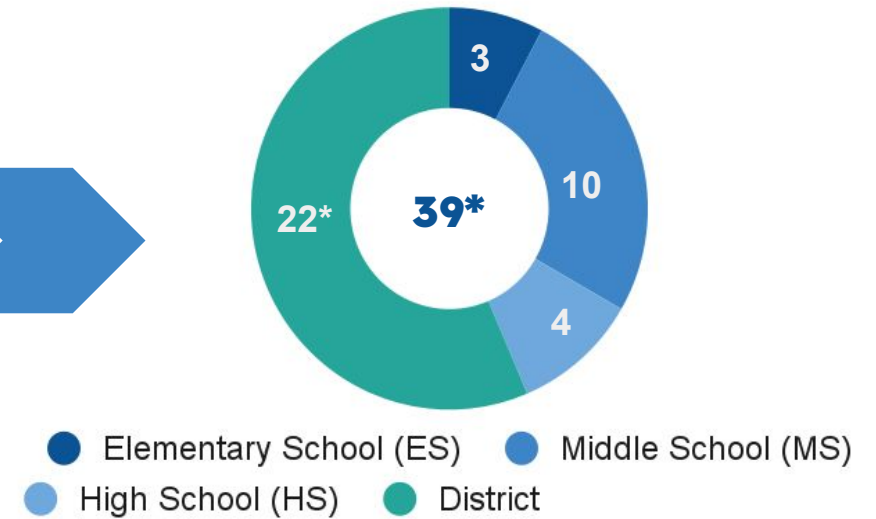
Elementary School (ES)	8
Middle School (MS)	3
High School (HS)	4
District	3
<b>TOTAL</b>	<b>18</b>

### Internal Moves by Building/Dept ▲

District	0
Elementary School (ES)	9
High School (HS)	1
Middle School (MS)	1
<b>TOTAL</b>	<b>11</b>

**29**  
**Total Positions Filled**

## Summary of Open Positions Due to Resignations/ Previous Backfills/New Positions by Building



- Ended SY 22-23 w/ 18 open positions (for both SY 22-23 and known vacancies for SY 23-24)
- Sixteen (16) voluntary terms since 6/22/23

- Added 5 new positions to meet students' needs
- \*Included in count are estimated 7 per diem subs needed and 5 paras

See attached detailed vacancy report.

# Coversheet

## Enrollment Update

**Section:** II. Leadership Report  
**Item:** C. Enrollment Update  
**Purpose:** FYI  
**Submitted by:**  
**Related Material:** Enrollment Report August 3.pdf  
Golf Tournament Report.pdf



## Enrollment Update August 3, 2023

### SY 23-24 Enrollment

Grade	Enrollment Goal	Enrollment Total as of 8/3/23	Withdrawals to Date
K	145	153	--
Grade 1	145	156	6
Grade 2	145	148	11
Grade 3	145	149	12
Grade 4	145	152	14
Grade 5	130	145	10
Grade 6	130	128	22
Grade 7	130	139	5
Grade 8	110	112	8
Grade 9	105	117	22
Grade 10	105	95	6
Grade 11	94	88	5
Grade 12	88	88	0
<b>Total</b>	<b>1617</b>	<b>1670</b>	<b>120</b>

### Withdrawals by Grade/Town

	Attleboro	Brockton	N. Attleboro	Mansfield	Foxborough	Norton
Grade 1	2	1	1	0	1	1
Grade 2	0	3	2	0	3	0
Grade 3	2	2	4	0	0	0
Grade 4	4	1	4	0	1	1
Grade 5	2	0	4	0	2	5
Grade 6	5	4	5	3	1	0
Grade 7	1	2	0	0	0	0
Grade 8	3	1	0	0	0	0
Grade 9	8	5	1	0	2	0
Grade 10	2	1	0	2	2	1
Grade 11	1	2	0	0	0	2
Grade 12	0	0	0	0	0	0
<b>Total</b>	<b>30</b>	<b>21</b>	<b>21</b>	<b>4</b>	<b>10</b>	<b>7</b>

### Offers Extended Since March 1, 2023

Kindergarten	251
Grade 1	27
Grade 2	49
Grade 3	50
Grade 4	27
Grade 5	22
Grade 6	66
Grade 7	42
Grade 8	55
Grade 9	65
<b>Total</b>	<b>655</b>

### New Registrations Completed Since March 20, 2023

Kindergarten	151
Grade 1	20
Grade 2	19
Grade 3	16
Grade 4	22
Grade 5	13
Grade 6	30
Grade 7	21
Grade 8	15
Grade 9	32
<b>Total</b>	<b>338</b>

### 23/24 Waitlist

Kindergarten	3*
Grade 1	53
Grade 2	15
Grade 3	31
Grade 4	58
Grade 5	41
Grade 6	17
Grade 7	26
Grade 8	3
Grade 9	1*
<b>Total</b>	<b>251</b>

\*Student(s) reside in at-cap communities and cannot be extended offers at this time.

#### Notes:

Between July 10<sup>th</sup> and 18<sup>th</sup>, the admissions team enrolled 90 new students. An additional 136 enrollment offers was sent to waitlist families with students in Kindergarten, Grade 2, Grade 3, Grade 6 and Grade 8. This registration window is from August 7<sup>th</sup> through August 15<sup>th</sup>.

Outreach will continue to monitor enrollment and will extend offers as seats become available.



## 15<sup>th</sup> Foxborough Regional Charter School Foundation Golf Tournament

**July 20, 2023**

**Norton Country Club – Norton, MA**

The 15<sup>th</sup> Foxborough Regional Charter School Foundation Golf Tournament is in the books, and the tournament was our most successful yet! We hosted over 100 golfers for a wonderful day of golf, lunch, contests, and raffles at the Norton Country Club. The tournament is growing in popularity, and support for our school and our students is at an all-time high!

<b>2022 Tournament</b>	<b>2023 Tournament</b>
<b>88 Golfers</b>	<b>128 Golfers</b>
<b>28 Sponsors</b>	<b>43 Sponsors – 15 NEW Sponsors!</b>
<b>Profit for Foundation: <span style="color: red;">\$19,000</span></b>	<b>Profit for Foundation: <span style="color: red;">\$35,000 +</span></b>

This year’s tournament boasted some incredible prizes and raffles, including foursomes of golf, Red Sox tickets, a Sailboat charter, a gas grill, and much more, generously donated by our longtime supporters as well as members of the community.

The Golf Tournament committee is excited to begin planning next year’s tournament and build on the success we saw on July 20<sup>th</sup>.



[Additional Tournament photos and videos can be viewed here.](#)

# Coversheet

## Administrative / Housekeeping Items

**Section:** III. Board Business  
**Item:** B. Administrative / Housekeeping Items  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** 2023-2028 Accountability Plan DRAFT..docx

## FOXBOROUGH REGIONAL CHARTER SCHOOL ACCOUNTABILITY PLAN

Foxborough Regional Charter School (FRCS)			
<b>Type of Charter</b> (Commonwealth or Horace Mann)	Commonwealth	<b>Location</b>	Foxborough
<b>Regional or Non-Regional</b>	Regional	<b>Districts in Region</b>	Attleboro, Avon, Brockton, Canton, Easton, Foxborough, Mansfield, Medfield, Medway, Millis, Norfolk, North Attleboro, Norton, Norwood, Plainville, Sharon, Stoughton, Walpole, West Bridgewater, Wrentham
<b>Year Opened</b>	1998	<b>Year(s) Renewed</b>	2003 2008 2013 2018 2023
<b>Maximum Enrollment</b>	1700	<b>Chartered Grade Span</b>	K-12
<p><b>Mission Statement:</b></p> <p>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.</p> <p>Foxborough Regional Charter School will promote positive ethical, moral, and civic values and prepare students to serve their respective communities 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.</p> <p>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 Staff to perform to the best of their potential in a collegial atmosphere that recognizes unique talents and the commitment to excel</p>			

**Key Design Elements**

- 1.** Preparing all students to be successful in college and career *(Page 3)*
- 2.** Providing a rigorous academic program and global learning experience to all students *(Page 4)*
- 3.** Providing comprehensive professional development for teachers and staff to ensure ongoing highly engaged highly qualified and innovative instructional practices *(Page 6)*

**The charter school commits to meeting Criteria 1 through 10 as outlined in the Charter School Performance Criteria.**

<b>Date of Preliminary Department Approval:</b>	
<b>Date of Board Approval:</b>	
<b>Date of Department Approval:</b>	



**Objectives and Measures related to Mission and Key Design Elements (*required*):**

<p><b>Objective (KDE 1: Preparing all students to be successful in college and career )</b></p> <p><i>Foxborough Regional Charter School will prepare all students to be successful in college and career by equipping students with the appropriate social-emotional skills and self-awareness needed for postsecondary success.</i></p>	
<p><b>Measure:</b></p> <p><i>Annually, students in grades 4, 8 and 10 will show academic growth of 3% between the beginning and end of year MAP assessments, which indicates classroom learning environments are supportive, culturally responsive, and focused on building community and relationships.</i></p>	<p><b>Data to be reported:</b></p> <ul style="list-style-type: none"> <li>• <i>Beginning, Middle, End of Year MAP results</i></li> </ul> <p><b>Data collection plan:</b></p> <ul style="list-style-type: none"> <li>• <i>The Director of School Climate and Culture will oversee SEL program implementation and monitoring.</i></li> <li>• <i>The school will use academic assessment grades and daily attendance data to monitor individual student progress.</i></li> <li>• <i>Attendance and academic data will be collected and stored in the Panorama database.</i></li> </ul>
<p><b>Measure:</b></p> <p><i>Annually, there will be a 5% reduction in discipline referrals.</i></p>	<p><b>Data to be reported:</b></p> <ul style="list-style-type: none"> <li>• <i>Number of referrals in previous year</i></li> <li>• <i>Number of referrals in current year</i></li> <li>• <i>Percentage decrease from data</i></li> </ul> <p><b>Data collection plan:</b></p> <ul style="list-style-type: none"> <li>• <i>Director of School Climate and Culture will oversee SEL program implementation and monitoring.</i></li> <li>• <i>The school will conduct student survey assessments to help measure and support each student’s soft skills (growth mindset, self efficacy, social awareness and self management)</i></li> <li>• <i>Assessments will be conducted 2X/year to collect student data (BIMAS/ Panorama)</i></li> <li>• <i>Data will be stored in the Panorama database and SchoolBrains SIS</i></li> </ul>
<p><b>Objective (KDE 2: Providing a rigorous academic program and global learning experience to all students ):</b></p> <p><i>Foxborough Regional Charter School will enhance students’ sense of identity, community, and ethics, and foster the ability to define and advance equity and justice with respect to human systems throughout the world.</i></p>	

<p><b>Measure:</b>  <i>Annually 100% of FRCS students will participate in rigorous classroom instruction focusing on celebrations of cultural holidays and traditions, collaborating/connecting/communicating with international schools and classrooms, and/or traveling abroad on international service-learning trips.</i></p>	<p><b>Data to be reported:</b></p> <ul style="list-style-type: none"> <li>● <i>Events recorded on the school calendar</i></li> <li>● <i>Local, state, regional, national, and international collaborations</i></li> <li>● <i>Trip itineraries</i></li> <li>● <i>Suspension data</i></li> </ul> <p><b>Data collection plan:</b></p> <ul style="list-style-type: none"> <li>● <i>Outreach team will document holidays and celebrations on the district-wide calendar</i></li> <li>● <i>Principals will document collaborations with partner schools</i></li> <li>● <i>Chaperones and advisors will document itineraries of field trips and local/international travel</i></li> </ul>
<p><b>Measure:</b>  <i>Annually, assessments in social competencies will be administered twice a year in grades 4, 8 and 12 to determine baseline data as part of the MTSS process to provide targeted and intentional support to meet individual needs of students.</i></p>	<p><b>Data to be reported:</b></p> <ul style="list-style-type: none"> <li>● <i>Score in the beginning of the year on BIMAS for grades 4, 8, and 12 will inform skills to work on throughout the year</i></li> <li>● <i>Score at the end of the year on BIMAS for grades 4, 8, and 12 will inform SEL needs and planning for the following year</i></li> </ul> <p><b>Data collection plan:</b></p> <ul style="list-style-type: none"> <li>● <i>Teachers will conduct BIMAS assessments on students twice a year</i></li> <li>● <i>The data will be stored in Panorama</i></li> </ul>
<p><b><u>Objective</u> (KDE 3 Providing comprehensive professional development for teachers and staff to ensure ongoing highly engaged highly qualified and innovative instructional practices):</b></p> <p><i>Foxborough Regional Charter School is committed to providing ongoing, purposeful professional development opportunities to ensure we are prepared to meet the ever-changing learning needs and social-emotional development of students.</i></p>	
<p><b>Measure:</b>  <i>Each year, 80% of teachers in their third year and beyond will score at least proficient in Indicator 2D, Cultural Proficiency, based on the criteria outlined in the DESE classroom teacher evaluation rubric.</i></p>	<p><b>Data to be reported:</b></p> <ul style="list-style-type: none"> <li>● <i>Orientation week agendas</i></li> <li>● <i>Evaluation summaries</i></li> </ul> <p><b>Data collection plan:</b></p> <ul style="list-style-type: none"> <li>● <i>The Professional Development Coordinator will oversee the collection of the agendas and workshop summaries aimed at developing teachers' cultural proficiency.</i></li> <li>● <i>The data will be housed in the Vector professional development database.</i></li> <li>● <i>Evaluation Data to be submitted by Principals.</i></li> </ul>

<p><b>Measure:</b></p> <p><i>Each year, 80% of teachers will agree that professional development offered at the school has improved their instructional practice. 70% of teachers will respond to the survey.</i></p>	<p><b>Data to be reported:</b></p> <ul style="list-style-type: none"> <li>● <i>Number and percentage of teachers respond that they agree that PD offered at the school improved their instructional practice</i></li> <li>● <i>Number and percentage of teachers who responded to the survey</i></li> </ul> <p><b>Data collection plan:</b></p> <ul style="list-style-type: none"> <li>● <i>Conduct staff survey and analyze results</i></li> <li>● <i>The Professional Development coordinator will oversee the collection of the agendas and workshop summaries.</i></li> <li>● <i>The data will be housed in the Vector professional development database.</i></li> </ul>
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<p><b>Objective (DISSEMINATION Providing innovative models for replication and best practices to other public schools in the district where the charter school is located.):</b></p> <p><i>Foxborough Regional Charter School is committed to sharing best practices with the public school communities in our sending districts.</i></p>	
<p><b>Measure:</b></p> <p><i>Each year, Foxborough Regional Charter School will share its mentor and teacher induction programming with other local public schools in MA over the course of the charter term</i></p>	<p><b>Data to be reported:</b></p> <ul style="list-style-type: none"> <li>● <i>List of schools that were contacted for collaboration</i></li> <li>● <i>Number of responsive and participating Districts</i></li> </ul> <p><b>Data collection plan:</b></p> <ul style="list-style-type: none"> <li>● <i>Each year, the District Mentor Coordinator will contact all 20 sending districts to offer programming resources, materials and supports.</i></li> </ul>

# Coversheet

## First Reading

**Section:** V. Policy Review

**Item:** A. First Reading

**Purpose:** Discuss

**Submitted by:**

**Related Material:**

FY24\_ Employee Handbook Key Changes 8.2.23 (1).pdf

Foxborough Regional Charter School\_Employee Handbook - 2023-2024 (2).pdf

<b>Foxborough Regional Charter School Employee Handbook- Key Changes for SY 2023-24</b>		
<b>Section/Location</b>	<b>Policy/Topic</b>	<b>Reasoning</b>
Page 3	Shared Values	<b>Added new shared values</b>
Page 3	Diversity, Equity and Inclusion	Align with current shared values
1.2, page 12	Employment at-will language	Clarify meaning of "at-will"
1.2, page 12	"Evaluation Period"	Added "Evaluation period of first 90 days of employment. New staff have an opportunity for receiving and applying feedback on performance.
2.6, page 20 Addendum 4, Page 82	Alternative Work Arrangements	Added reference to new addendum item for working from home
2.11, page 22	Employee Referral Program	To promote employee referrals
2.12, page 23	Payment for advanced degree	Removed due to lack of funding for this to be sustainable at this time. Additionally, unit bargaining prevents us from doing this while negotiating. New CBA will determine ladders and salary increases for educational attainment. Can reconsider for non-union staff in FY25.
2.12, page 23-24	Changing job descriptions and titles Salary and Wage Adjustments	Clarifying parameters for promotional increases, job changes, salary and wage adjustments, as well as management rights around assigning job duties
2.9, page 21 & Addendum #5, page 85	District-wide stipends	Updated for consistency & fairness Clarify the process for offering stipends Assessing what is "extra work"- what position types are eligible for stipends Clarified who is eligible Daily rate for teachers providing coverage (versus a stipend per class, which was never the intention)- should avoid teachers covering for more than one prep period in this case.  The rate for paraprofessionals covering for a lead teacher (codifying current practice)

3.3, page 27	Call-out time is now 6 am, not 7 am	Improves chances of timely substitute coverage planning
3.3-3.4 26-29	Paid Vacation and Sick Time Accrual, COVID-19, Personal Days	Update and clarify the accrual process with corrected information Requesting at least two days' notice for personal days where possible, and no more than two T&L staff taking a personal day per building Proposed additional paid sick time for employees with COVID that have already exhausted all accrued (or anticipated accrued) sick time
3.10, page 31 & Addendum # 1	PFML (Paid Family and Medical Leave)	Clarify 7 day waiting period; use of sick time to make whole Included reduced leave and intermittent leave information this time
4.5, page 41	Anti-bullying	Define bullying. Clarify and detail intolerance for bullying on staff and consequences.
5.9, page 51	Field Trips	Addition of requiring approval from Principal, the definition of a field trip, and requiring approval from executive leadership via the Principal. HR must also be informed days if not weeks in advance in order to adequately plan for coverage.
Addendum 2, Page 77	Background Check Procedures- CORI Checks	Added clarifying language more aligned with the state's policy & recommendations, including the process for adverse decisions based on CORI results.



# Foxborough Regional Charter School

2023-2024



# Foxborough Regional Charter School Employee Handbook



## Welcome

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 with 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.



## Our Values

We are FRCS and we each commit to living by the following **Shared Values**:

- Transparent Communication
- Honesty and Integrity
- Diversity and Equity
- Teamwork
- Respect
- Growth

## 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, race/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 trans and gender nonconforming staff, including but not limited to acknowledging pronouns, restroom use, and dress code choices.

It is the hope and expectation that all Foxborough Regional Charter School employees will make a concerted effort to uphold the School's shared values at all times. This includes upholding the School's values of diversity, equity and growth, especially in the context of the ongoing pursuit of anti-racism, anti-bias practices and attitudes, and anti-oppressive structures. We seek to develop shared language and shared understandings as a community on a path to continuous learning and growth and are



committed to be in constant, consistent and active pursuit of being an anti-racist, anti-bias community, to do our part in creating a more just society, starting with our own school.

All employees must treat others, including co-workers, students, and families with dignity, in alignment with our stated shared values. 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.

## 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
- 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.



## 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/Supervisor 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.

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 sending a detailed email stating the nature of the concern to Human Resources. 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.

# Foxborough Regional Charter School Employee Handbook



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 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 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.

# Foxborough Regional Charter School Employee Handbook



## Table of Contents

Welcome	2
Our Vision	2
Our Mission	2
Our Values	3
Diversity, Equity, and Inclusion	3
Employment Philosophy	4
Educational Philosophy	4
Community Service Learning	5
Assessment	5
Multi-tiered System of Support (MTSS)	5
Open-Door Philosophy	6
Purpose of this Document	6
<b>Table of Contents</b>	<b>8</b>
<b>Section 1: Employment Practices</b>	<b>11</b>
1.1 Equal Employment/Nondiscrimination	11
1.2 Hiring and Renewals	11
1.3 Employment Classifications	12
1.4 Additional, Non-Teaching Assignments for All Staff	12
1.5 Immigration Compliance	13
1.6 Disability Accommodation	13
1.7 Pregnancy and Lactation Accommodation	14
1.8 Employment Applications and Resumes	14
1.9 Personnel Files	14
1.10 Benefit Eligibility	15
1.11 Statutory Insurance Programs	15
<b>Section 2: Pay Practices</b>	<b>17</b>
2.1 Pay Schedule	17
2.2 Pay Corrections	17
2.3 Pay Deductions	17
2.4 Attendance and Punctuality	18
2.5 Work Schedules	18
2.6 Alternative Work Arrangements	19
2.7 Timekeeping	19
2.8 Overtime	20
2.9 Stipends	20
2.10 Break Periods	21
<b>Section 3: Time Off and Leaves of Absence</b>	<b>24</b>

# Foxborough Regional Charter School Employee Handbook



3.1 Holidays	24
3.2 Paid Vacation	24
3.3 Sick Time	25
3.4 Personal Days	27
3.5 Bereavement Leave	28
3.6 Religious Observances and Accommodation	28
3.7 Jury Duty	28
3.8 Voting Duty	29
3.9 Military Leave	29
3.10 Paid Family and Medical Leave	30
3.11 Parental Leave	32
3.12 Crime Victim Leave	32
3.13 Small Necessities Leave	33
<b>Section 4: The Workplace</b>	<b>35</b>
4.1 Appearance and Dress Code	35
4.2 Code of Conduct and Ethics	36
4.3 No Solicitation or Distribution	36
4.4 Prohibition Against Harassment	36
4.5 Workplace Bullying	40
4.6 Personal Relationships in the Workplace	42
4.7 Workplace Violence Prevention	43
4.8 Disciplinary Action	43
4.9 Confidential Information	44
4.10 Funds Solicitation and Fundraising Projects	44
4.11 Conflicts of Interest	45
4.12 Tutoring Opportunities	45
4.13 Media Contacts	45
4.14 Religious Activities on Campus	46
<b>Section 5: Health and Safety</b>	<b>47</b>
5.1 School Safety	47
5.2 Reporting Injuries and Accidents	47
5.3 Security Inspections	47
5.4 Campus Security	48
5.5 Workplace Monitoring	48
5.6 Drug and Alcohol Use	48
5.6 Smoke-Free Workplace	49
5.7 Emergency Procedures	50
5.8 Evacuation Drills	50

# Foxborough Regional Charter School Employee Handbook



5.9 Field Trips	50
5.10 Inclement Weather	51
5.11 Contagious Infections	51
5.12 Children in the Workplace	52
<b>Section 6: Student Welfare</b>	<b>53</b>
6.1 Student Records	53
6.2 Mandated Reporting of Suspected Abuse or Neglect	53
6.3 Maintaining Appropriate Boundaries with Students	54
6.4 Bullying Prevention	56
6.5 Physical Restraint	56
<b>Section 7: Technology</b>	<b>57</b>
7.1 Technology Use Agreement	57
7.2 Social Media	59
<b>Section 8: Professional Development</b>	<b>63</b>
8.1 Evaluations	63
8.2 Training and Development	63
8.3 Tuition Reimbursement	64
<b>Section 9: Leaving FRCS</b>	<b>66</b>
9.1 Separation of Employment	66
9.2 Exit Interviews	66
9.3 Final Pay	66
9.4 Returning School Equipment	66
9.5 Employment References and Verifications	66
<b>FRCS Employee Handbook Acknowledgment</b>	<b>68</b>
<b>Addendum 1: Federal Family and Medical Leave "FMLA"</b>	<b>69</b>
<b>Addendum 2: Background Screening</b>	<b>76</b>
<b>Addendum 3: Senior Staff Directory</b>	<b>80</b>
<b>Addendum 4: Working Remotely</b>	<b>81</b>
<b>Addendum 5: Stipend Eligibility</b>	<b>84</b>





## Section 1: Employment Practices

### 1.1 Equal Employment/Nondiscrimination

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, Principal/Supervisor, Human Resources, or the Executive Director.

### 1.2 Hiring and Renewals

We are an “at-will” employer which means employment at FRCS is for no definite period of time and can be terminated at will by you or the school at any time, with or without cause. Unless the terms of your employment state otherwise, which must be in writing and signed by the Executive Director. No implied contract concerning any employment decision can be established by any other statement, conduct, policy, or practice. This policy represents understanding between you and FRCS with respect to the nature of our employment relationship.

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/Supervisor 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.

### ***90-day Evaluation Period***

The first ninety (90) days of employment are considered an evaluation period. The evaluation period provides employees with an opportunity to better understand their position. In support of your success, we may schedule a 90-day evaluation to review your progress and discuss any challenges or areas of opportunity. An employee’s status as an at-will employee is not altered during the evaluation period or successful completion of the evaluation period.



### 1.3 Employment Classifications

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.

**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.

**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 Employees
- 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 teaching staff, and certain 10-month staff 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

As part of your role in the FRCS community you may be asked on a voluntary basis to join in limited activities outside of regular work hours in order to best support the needs of our students and families.

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

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 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

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

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 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 requested 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 reasonable accommodation from an appropriate health care professional.

## 1.8 Employment Applications and Resumes

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 Personnel Files

FRCS maintains personnel files on each employee. Employees may view their personnel record upon written request and a time will be arranged by Human Resources within 5 days of the 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;
- Phone number change (for the purpose of snow day/emergency notifications)
- 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.

### 1.10 Benefit Eligibility

Benefit plans are available to employees who work 30 or more hours a week. 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.

### 1.11 Statutory Insurance Programs

**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/HR within 24 hours. 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.

**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.

**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.

**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.

**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

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***

As a condition of continued employment, all employees are required to participate in a direct deposit program for payroll purposes. Employee pay stubs are available online through the payroll portal.

### 2.2 Pay Corrections

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

We advise employees to review their online 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

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 only during lunch breaks, and 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 three (3) or more unplanned absences. Three (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.

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)***

Any employee who is absent and fails to contact their Principal or Principal/Supervisor 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

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 3:00 pm** Monday through Friday and **4:15 pm** on Wednesdays), employees may be required to work extra time when necessary, as determined by the Principal/Supervisor.





## **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 Executive Leadership team at any time without notice.

## **Definition of Year**

The fiscal school year begins July 1st and ends June 30<sup>th</sup>, all 12-month employees fall under this category. For all other employees, 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 orientation week as determined by the school. The timing of your academic calendar will be determined in your employment agreement.

## **2.6 Alternative Work Arrangements**

FRCS may allow temporary work from home status or other alternative work arrangements such as modified schedule on a case-by-case basis, based upon an employee’s role within FRCS. Those in student-facing roles, are not eligible for alternative work arrangements (i.e., teachers).

Employees must submit a request for an alternative work arrangement to their Principal/Supervisor, explaining the need to work away from the school. Human resources must be notified of all requests and approvals in order to plan for coverage needs and to note the changes in the employee’s personnel file. Employees may refer to the addendum of the Handbook for further guidelines on remote work (Addendum 4).

The School reserves the right to modify or eliminate the alternative work arrangement at any time, with or without notice. This policy does not replace policies regarding reasonable accommodations due to disability, PFML, or FMLA leave (see Sections 1.6, 1.7, 3.10 and Addendum 1).

## **2.7 Timekeeping**

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/Supervisor.

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/Supervisor. Principal/Supervisors 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

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/Supervisor 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

An active employee may earn a stipend for additional work performed outside of their regular duties that cannot be completed during the regular school day with the exception when a teacher volunteers to cover a class, that would therefore give up their planning period. Whenever possible, work projects should be distributed to current employees to complete during their regular working hours, with a flexible attitude of working together for the good of the School. Examples of this include (but not limited to):

- Regular Before or After School Duties
- Tutoring
- Grade Level, Subject Area, or Department Leads
- Program Coordination
- Curriculum Writing
- Coaching
- During Teacher's planning periods

Stipend payments are made to employees for additional duties performed outside of their regular teaching/administrative duties and compensated in addition to base pay.



All eligible stipend opportunities must be:

1. In the approved budget
2. Posted to ensure equal opportunity and transparency
3. Applied for annually
4. Submitted to the Payroll Manager

Stipend payments will be paid out based on approved project/activity timeline. Stipends will be paid out based on the letter of agreement. If an employee fails to meet the criteria stipulated, the stipend may be prorated, stopped or recovered. An employee who is separated from the school, will receive the prorated amount of the stipend based on term date. Extracurricular stipends expire at the end of the assignment period or length of project.

All stipend opportunities will be posted, and internal applicants will be considered and will be chosen by the Principal/Supervisor. (Please see Addendum 5 for more information).

## 2.10 Break Periods

FRCS provides break time as appropriate, subject to operational needs and Principal/Supervisor 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 Employee Referral Program

### Program Rules

- All active FRCS employees, except those at the Senior Leadership Team level and above, Human Resources personnel, or Principal/Supervisors with hiring authority over the referred candidates, are eligible for a referral bonus of \$250.
- The hired candidate must work for a minimum of 60 full days (not counting paid holidays and school breaks) within the first 90 days of hire and have no disciplinary actions in that time. For per diem substitute referrals, the substitute must work a minimum of 60 days within the first 120 days of employment (not counting holidays and school breaks).
- To be eligible for a referral bonus, the referring employee must submit a referral to Human Resources with a employee/substitute referral form (see Appendix XX) and the employee must submit an electronic application via FRCS’s applicant tracking system (ATS).
- 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 employee's first 60 days (120 days for per diem substitute referrals) 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 Salary and Wage Adjustments

Salary and wage adjustments will be awarded to employees at Foxborough Regional Charter School (FRCS) based on the following; promotion or job change, (when an equity or administrative adjustment is deemed necessary and on an annual basis). Salary adjustments are based on previous experience, level of education, internal equity, and market analysis.

Employees receive increases at the discretion of the Executive Director and may be granted an annual increase based on Board approved budget.

Adjustments for earning degrees during the current school year are contingent upon available funding and Director of Finance approval and will be awarded the following school year.

No principal, supervisor or administrator may communicate or extend salary and wage adjustments to the employee or applicant before the necessary approvals have been obtained.

### ***Applicability***

Salary increases for all non-union positions of Foxborough Regional Charter School are covered by this policy. Salary increases for union positions are governed by collective bargaining agreement(s).

### **Annual Salary Increases**

Each year, the Human Resources Department will issue a salary statement in the form of a reasonable assurance (renewal) letter that provides salary increases for that fiscal year.

Salary increases are approved by the Board of Trustees, prior to the beginning of the new fiscal year. Employees hired in January, and thereafter in that fiscal year, are not eligible for a salary increase for the following school year.

### ***Promotional Increases/Position Changes***

FRCS may make salary increases for promotions/position changes or to address salary inequities, subject to budget funding by the Executive Director and approved by the Board of Trustees and in accordance with any collective bargaining agreements, where applicable.



When an employee is promoted or has a position change, the employee will normally be awarded a promotional/reclassification increase. The actual increase decision should consider relevant factors such as the individual's qualifications and experience for the position and internal equity. Promotional and reclassification increases are subject to the availability of budget funding. An employee who receives a promotion (either by taking on a new job or by reclassifying the employee's current job to a higher salary grade) should receive a prorated salary increase when the promotion becomes effective. Promotional increases will require additional justification, review, and approval by both Human Resources, Finance, and Executive Director.

### ***Job Duties***

FRCS reserves that right to change an employee's job duties, schedule or work location without the employee's consent. However, the Principal/Supervisor or administrator requiring the change will make every effort to determine the changes in duties and responsibilities in collaboration with the employee. Such changes should only be to serve students and meet overall business objectives more effectively and efficiently. Such changes will be made in accordance with any existing collective bargaining agreements, where applicable.

Changes in job duties require justification to meet a business need and must be reviewed and approved by both Human Resources and the Executive Director, and, in some cases, Finance, if a change in salary may be justifiable.

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## Section 3: Time Off and Leaves of Absence

### 3.1 Holidays

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 12-month 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.

### 3.2 Paid Vacation

Unless otherwise specified in an employee's offer letter or other agreement, 12-month employees are eligible to accrue paid vacation time. 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.

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	Length of Service	Vacation Earned Per School Year	Accrual Rate
Non-Administrators	0 – 5 years	10 days	.84 days per month
	5+ years	15 days	1.25 days per month
	10+ years	20 days	1.67 days per month
Administrators	N/A	20 days	1.67 days per month

#### **Rule & 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 may be reviewed on a case-by-case basis with the Principal/Supervisor to determine the department needs.



- Eligible employees must request the use of vacation with as much notice as possible. The granting of vacation time is approved by the employee's supervisor.
- Vacation will be tracked using a time & attendance system managed by Payroll.
- 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.
- All 12-month employees are typically given the week of July 4<sup>th</sup> week off, when the building is closed and no business is conducted, unless employees are notified differently.
- Non-Administrators: after a 12-month employee's 5<sup>th</sup> continuous year of employment with FRCS, they are eligible to accrue an additional five (5) days of vacation time, and again at the employee's 10<sup>th</sup> continuous year of employment (up to 20 weeks max).
- Regardless of the amount of vacation time a person earns each year, employees are only authorized to carry over a maximum of five (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.
- Under very limited circumstances unpaid vacation time may be taken if a written request is made by the employee in advance and submitted to human resources and their Principal/Supervisor for approval. Failing to submit a request in writing and obtain prior approval may result in an absenteeism conversation and subsequent disciplinary action.

### 3.3 Sick Time

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 prorated amount of sick time based on their regularly scheduled hours.*

#### Guidelines & Conditions:

- Sick leave should not be taken the day before or the day after a School-scheduled holiday.
- Under very limited circumstances unpaid sick time may be taken if a written request is made by the employee in advance and submitted to human resources and their Principal/Supervisor for approval. Failing to submit a request in writing and obtain prior approval may result in an absenteeism conversation and subsequent disciplinary action.



- 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 Principal/Supervisor as far in advance as possible and must be provided no later than 6:00 A.M., of the day on which the employee will be absent. Doing so enables the school to plan coverage more effectively. Medical documentation is required for days out sick *exceeding* twenty-four (24) consecutive work hours (or 3 consecutive days) and must be provided to Human Resources. 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.

### **COVID-19**

Employees who test positive for COVID-19 with an at-home test must provide either a signed note from their medical doctor or a COVID-19 PCR test within 5 days of their absence or the school will not approve the time off. The PCR test results or note from the medical doctor may be scanned and emailed, however, the employee should be able to provide the hard copies upon their return to the school. COVID funding for this has ended to support paid time off for employees that contract COVID-19. Employees who test positive for COVID-19 and can provide the result of a positive PCR test or medical doctor's note to Human Resources must use their accrued sick time for any time that they must stay home before being awarded any additional paid time off for COVID-19. Employees that contract COVID-19 after they have exhausted their accrued sick leave, may be approved for additional paid time off up to three (3) days with proper documentation.

Staff should continue to coordinate with the building nurse regarding the most up to date infection control protocols and the amount of time needed to quarantine.

Any faculty member who will be absent for any reason is expected to notify their Principal/Supervisor 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**

Employees who began working at FRCS prior to the SY 2022-2023 are grandfathered to carryover all their accrued sick time from one year to the next. If the accrued time is over 40 days, they will no longer accrue time until the balance falls below 40 days.

Employees hired in SY 2022-2023 or after may only carry up to 40 hours of sick time from one year to the next. The maximum amount of sick time accrued at any given time is capped at 40 days. Unused sick time will not be paid out upon separation of employment.

### **3.4 Personal Days**

Staff and Faculty are eligible for paid personal days.

Except in emergency situations, to request a personal day employees must give verbal notice to their Principal/Supervisor, in addition to 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. Ideally, no more than two (2) student-facing employees per building will take personal days at the same time. In emergency situations, the employee is expected to notify the HR Substitute Coordinator if the employee requires a substitute while they are out.

<b>Employee Category*</b>	<b>Total Personal Days Per School Year</b>
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 prorated amount of personal time based on their regular schedule.*

*\*After each 10 years and 20 years of service, employees earn an additional personal day.*

*Unused Personal time will not be paid out upon separation of employment.*

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.

Unused personal time will not be paid out upon separation of employment.



### **3.5 Bereavement Leave**

Up to three (3) days of paid bereavement leave will be provided to all employees in the event of the loss of a close family member or close friend to use at their discretion. Special consideration will also be given to the loss of any person whose association with the employee was similar to any of the above relationships. Employees should inform their Principal/Supervisor prior to submitting their time-off request into Harpers for payroll. With additional approval from Human Resources, an employee may use any available paid time off for additional time off.

### **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 your Principal/Supervisor. 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 your Principal/Supervisor for approval.

### **3.7 Jury Duty**

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

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/Supervisor. FRCS will comply with all applicable state and municipal voting time laws.

### 3.9 Military Leave

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/Supervisor 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 may 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

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 or by reaching out to Human Resources.

**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' advance 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 a 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. For employee's returning from medical leave, a physician's note is required prior to returning to work, indicating if there are any work restrictions or accommodations.

**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

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

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**

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/Supervisor 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.

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## 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

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. Trans 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 Principal/Supervisor 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/Supervisor. 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/Supervisor and Human Resources.



## **4.2 Code of Conduct and Ethics**

All employees of Foxborough Regional Charter School are responsible for being aware of the state's conflict of interest laws and conduct 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/Supervisor 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**

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 do 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**

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 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, Principal/Supervisor, 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>Deputy Executive Director</b> Foxborough Regional Charter School 131 Central Street Foxborough, MA 02035 508-698-7390</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 Principal/Supervisor 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/Principal/Supervisor, 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: Director of Human Resources.

## **4.5 Workplace Bullying**

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.



Bullying, as defined in M.G.L. c. 71, § 37O, is the repeated use by one or more students or a member of a school staff of a written, verbal or electronic expression or a physical act or gesture or any combination thereof, directed at a target/victim that: (i) causes physical or emotional harm to the target/victim or damage to the target/victim's property; (ii) places the target/victim in reasonable fear of harm to himself or herself or damage to his/her property; (iii) creates a hostile environment at school for the target/victim; (iv) infringes on the rights of the target/victim at school; or (v) materially and substantially disrupts the education process or the orderly operation of a school. For purposes of this policy, bullying shall include cyberbullying.

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

- Verbal abuse, such as the use of patently offensive, demeaning, condescending, 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 the 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 in accordance with the Foxborough Regional Charter School District Bullying Intervention Plan. 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 Principal/Supervisor with whom you feel comfortable.

### **4.6 Personal Relationships in the Workplace**

The School will not take any adverse employment action against any employee for engaging in romantic relationships during non-working 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 cases, 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**

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/Supervisor 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/Supervisor, 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/Supervisor, 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/Supervisor 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**

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

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

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**

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/Supervisor 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.

#### **4.12 Tutoring Opportunities**

##### ***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**

To ensure that FRCS communicates with the media in a consistent and professional manner, you 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**

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.

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## **Section 5: Health and Safety**

### **5.1 School Safety**

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/Supervisor 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**

Any injury, whether or not it requires medical attention, should be reported to FRCS within the first 24 hours of injury. 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/Supervisor or Human Resources for more information.

### **5.3 Security Inspections**

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.

#### **5.4 Campus Security**

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. If at any time you do not feel safe, please contact your Principal/Supervisor or contact the Foxborough Police Department by dialing 911.

#### **5.5 Workplace Monitoring**

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 non-private 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**

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/Supervisor should contact other local authorities.

### ***Drug & Alcohol Testing***

FRCS will require an employee to undergo testing through an external agency 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**

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/Supervisor and/or Human Resources.



## 5.7 Emergency Procedures

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 within the first 24-hours of the accident or injury. See the Human Resources Office for procedures.

## 5.8 Evacuation Drills

School personnel are required by law to conduct periodic evacuation drills. All personnel will actively participate in all drills, which includes departing from 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. A field trip is defined as any time students are taken off of school property by school personnel, except in the case of fire or safety drills. All such trips must require advance permission from parents/guardians and be approved in advance by the building Principal who will share FRCS policies and procedures for planning and conducting a field trip, including notifying and obtaining approval from the Director of Teaching and Learning, Director of Culture and





Climate and, as appropriate, the Executive Director. School personnel are never permitted to use personal vehicles to transport children or their families for the purposes of a field trip.

Staff who fail to provide Human Resources with more than five (5) days notice of coverage needs due to a field trip may be required to assist in finding their own coverage.

## 5.10 Inclement Weather

Employees should check their email, watch local news, or contact their Principal/Supervisor 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/Supervisor 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. Non-exempt 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 nonexempt 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

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 programs 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, 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

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, 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 to care for an ill child under the Paid Family Medical Leave policy, if needed.



## 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/Supervisor.

### 6.1 Student Records

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

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**

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, especially in isolated areas
- Wrestling with students or other employees
- Bench-pressing another person
- Tickling
- Piggyback rides
- Massages
- Any form of unwanted affection or touch as described in this list
- Any form of sexual contact
- Poking fingers at another person that results in an offensive contact
- Grabbing a student by their jacket, backpack or other clothing (other than to prevent injury, in self-defense, defense of another person, or defense of property)

## 6.4 Bullying Prevention

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

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 adopted 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 file server space utilization by users and assume no responsibility or liability for files deleted due to violation of file server 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.
2. 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***

1. 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***

1. 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 newsgroups, giving out personal information is inappropriate. When using e-mail, extreme caution must always be taken in revealing any information of a personal nature.
2. Network accounts are to be used only by the authorized owner of the account for the authorized purpose.
3. All communications and information accessible via the network should be assumed to be private property.
4. 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.
5. Mailing list subscriptions will be monitored and maintained, and files will be deleted from the personal mail directories to avoid excessive use of file server hard-disk space.
6. Exhibit exemplary behavior on the network as a representative of your school and community. Be polite!
7. From time to time, FRCS will make determinations on whether specific uses of the network are consistent with the acceptable use practice.

### ***Unacceptable Use***

1. Giving out personal information about another person, including home address and phone number, is strictly prohibited.
2. Any use of the network for commercial or for-profit purposes is prohibited.
3. Excessive use of the network for personal business shall be cause for disciplinary action.
4. Any use of the network for product advertisement or political lobbying is prohibited.
5. 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.
6. 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**

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 to 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 accounts 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 personal 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, SnapChat, text, and other applications.
2. All electronic contacts with students and parents 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.

The 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

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 Principal/Supervisors and employees; to identify and reinforce professional strengths; to identify areas for improvement or emphasis in administrative or teaching performance; and to ensure the mission and values 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

All employees are expected to participate in all required professional development unless they obtain prior approval from their Principal/Supervisor to be excused. Employees are required to participate in ½ day professional development (PD) days that are scheduled for early dismissal days during the school year. Employees should refer to the Key Dates Calendar for the current school year to see which dates ½ day professional development is scheduled. The Key Dates Calendar is subject to change and FRCS leadership will make a concerted effort to provide as much advance notice as possible if any change must occur. Employees must verify with their direct Principal/Supervisor whether they are excluded from a specific PD day due to their role. Employees wishing to be excused from any PD day must notify their Principal/Supervisor in advance for approval, and the employee must enter their time off for missing PD in the time and attendance system, Harper's. Employees noted as absent from professional development days who were not excused may be subject to disciplinary action depending on the circumstances and frequency of missed professional 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/Supervisor. 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

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.
- **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 Principal/Supervisor., 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 Principal/Supervisor 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.

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## **Section 9: Leaving FRCS**

### **9.1 Separation of Employment**

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**

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**

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. Unused sick days and personal days will not be paid in final wages upon termination.

### **9.4 Returning School Equipment**

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 actions deemed appropriate, within the extent of the law, to recover or protect its physical and intellectual property.

### **9.5 Employment References and Verifications**

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



# Foxborough Regional Charter School Employee Handbook



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.

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## **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/Supervisor, or Human Resources at any time.

***Employee Name:***

***Signature:***

***Date:***



## Addendum 1: Federal Family and Medical Leave “FMLA”

FRCS complies with 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 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 or recertification 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 a Principal/Supervisor's, first aid and safety personnel, or government officials.

**P. *Fraudulent Use of FMLA Prohibited:*** An employee who fraudulently obtains or remains on FMLA 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 as this is inconsistent with the purpose of the leave.

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

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## Addendum 2: Background Screening

### **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 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***

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.

This policy is applicable to the criminal history screening of prospective and current employees. Where Criminal Offender Record Information (CORI) and other criminal history checks may be part of a general background check for employment, the following practices and procedures will be followed.

#### ***I. CONDUCTING CORI SCREENING***

CORI checks will only be conducted as authorized by the DCJIS and MGL c. 6, §. 172, and only after a CORI Acknowledgement Form has been completed. With the exception of screening for the rental or leasing of housing, if a new CORI check is to be made on a subject within a year of his/her signing of the CORI Acknowledgement Form, the subject shall be given seventy two (72) hours notice that a new CORI check will be conducted. If a requestor is screening for the rental or leasing of housing, a CORI Acknowledgement Form shall be completed for each and every subsequent CORI check.

#### ***II. ACCESS TO CORI***

All CORI obtained from the DCJIS is confidential, and access to the information must be limited to those individuals who have a “need to know”. This may include, but not be limited to, hiring managers, staff submitting the CORI requests, and staff charged with processing job applications. Foxborough Regional Charter School must maintain and keep a current list of each individual authorized to have access to, or view, CORI. This list must be updated every six (6) months and is subject to inspection upon request by the DCJIS at any time.

#### ***III. CORI TRAINING***

An informed review of a criminal record requires training. Accordingly, all personnel authorized to review or access CORI at FRCS will review, and will be thoroughly familiar with, the educational and relevant training materials regarding CORI laws and regulations made available by the DCJIS. Additionally, if FRCS is an agency required by MGL c. 6, s. 171A, to maintain a CORI Policy, all personnel authorized to conduct criminal history background checks aDCJISreview CORI



information will review, and will be thoroughly familiar with, the educational and relevant training materials regarding CORI laws and regulations made available by the DCJIS.

#### **IV. USE OF CRIMINAL HISTORY IN BACKGROUND SCREENING**

CORI used for employment purposes shall only be accessed for applicants who are otherwise qualified for the position for which they have applied. Unless otherwise provided by law, a criminal record will not automatically disqualify an applicant. Rather, determinations of suitability based on background checks will be made consistent with this policy and any applicable law or regulations.

#### **V. VERIFYING A SUBJECT'S IDENTITY**

If a criminal record is received from the DCJIS, the information is to be closely compared with the information on the CORI Acknowledgement Form and any other identifying information provided by the applicant to ensure the record belongs to the applicant. If the information in the CORI record provided does not exactly match the identification information provided by the applicant, a determination is to be made by an individual authorized to make such determinations based on a comparison of the CORI record and documents provided by the applicant.

#### **VI. INQUIRING ABOUT CRIMINAL HISTORY**

In connection with any decision regarding employment, volunteer opportunities, housing, or professional licensing, the subject shall be provided with a copy of the criminal history record, whether obtained from the DCJIS or from any other source, prior to questioning the subject about his or her criminal history. The source(s) of the criminal history record is also to be disclosed to the subject.

#### **VII. DETERMINING SUITABILITY**

If a determination is made, based on the information as provided in section V of this policy, that the criminal record belongs to the subject, and the subject does not dispute the record's accuracy, then the determination of suitability for the position or license will be made. Unless otherwise provided by law, factors considered in determining suitability may include, but not be limited to, the following:

- a) Relevance of the record to the position sought;
- b) The nature of the work to be performed;
- c) Time since the conviction;
- d) Age of the candidate at the time of the offense;
- e) Seriousness and specific circumstances of the offense;
- f) The number of offenses;
- g) Whether the applicant has pending charges;
- h) Any relevant evidence of rehabilitation or lack thereof; and
- i) Any other relevant information, including information submitted by the candidate or requested by the School



The applicant is to be notified of the decision and the basis for it in a timely manner.

**VIII. ADVERSE DECISIONS BASED ON CORI**

If an authorized official is inclined to make an adverse decision based on the results of a criminal history background check, the applicant will be notified immediately. The subject shall be provided with a copy of the School's CORI policy and a copy of the criminal history. The source(s) of the criminal history will also be revealed. The subject will then be provided with an opportunity to dispute the accuracy of the CORI record. Subjects shall also be provided with a copy of DCJIS' Information Concerning the Process for Correcting a Criminal Record.

**IX. SECONDARY DISSEMINATION LOGS**

All CORI obtained from the DCJIS is confidential and can only be disseminated as authorized by law and regulation. A central secondary dissemination log shall be used to record any dissemination of CORI outside this organization, including dissemination at the request of the subject.

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### Addendum 3: Senior Staff Directory

Name	Title	Email
Benton-Johnson, Dana	Director, Culture & Climate	<a href="mailto:dbentonjohnson@foxboroughrcs.org">dbentonjohnson@foxboroughrcs.org</a>
Berkowitz, Heidi	Deputy Executive Director	<a href="mailto:hberkowitz@foxboroughrcs.org">hberkowitz@foxboroughrcs.org</a>
Calvert, Karen	Director, Finance	<a href="mailto:kcalvert@foxboroughrcs.org">kcalvert@foxboroughrcs.org</a>
Casna, Pamela	Director, Student Services	<a href="mailto:pcasna@foxboroughrcs.org">pcasna@foxboroughrcs.org</a>
Cournoyer, Mike	Principal, High School	<a href="mailto:mcournoyer@foxboroughrcs.org">mcournoyer@foxboroughrcs.org</a>
Diakite, Alisa	Principal, Middle School	<a href="mailto:adiakite@foxboroughrcs.org">adiakite@foxboroughrcs.org</a>
Foley, Kathleen	Director, Teaching & Learning	<a href="mailto:kfoley@foxboroughrcs.org">kfoley@foxboroughrcs.org</a>
Ingram, Eddie	Interim Executive Director	<a href="mailto:eingram@foxboroughrcs.org">eingram@foxboroughrcs.org</a>
Michelot, Lesly	Director, Operations	<a href="mailto:lmichelot@foxboroughrcs.org">lmichelot@foxboroughrcs.org</a>
Ouimet, Nicole	Principal, Elementary School	<a href="mailto:nouimet@foxboroughrcs.org">nouimet@foxboroughrcs.org</a>
St. Brice, Mallory	Director, Human Resources	<a href="mailto:mstbrice@foxboroughrcs.org">mstbrice@foxboroughrcs.org</a>

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## Addendum 4: Working Remotely

This policy establishes the terms and conditions between an employee and FRCS to conduct remote work. Remote work refers to a permanent or temporary arrangement where the employee works from home or from another location away from campus for more than two days. Depending on the details of the arrangement, remote work constitutes either a portion of the employee's work time or all of it. Working from home for a maximum of two days or working from home certain days a week on a recurring basis are situations that does not require a formal remote work arrangement and agreement.

Employees are allowed to work from home or remotely only if their job duties permit it. For example, people who are obligated to come in direct contact with students, parents, vendors or others in order to effectively carry out their jobs regularly or on a given day may not be eligible to work from home or remote work under this policy if in-person contact is necessary due to the nature of their work. Student-facing staff are not likely to be approved to work from home. Eligible employees may request to work from home on occasion in order to complete a project without interruption or accommodate other needs surrounding the workday.

The School reserves the right to deny or revoke remote work/work from home privileges at its own discretion.

### General Guidelines

- Remote work arrangements will require a written agreement signed by both the Employee and Supervisor/Manager and require prior approval from Human Resources and the relevant Department Head.
- Position requirements and responsibilities will not change due to working remotely. Employees face the same expectations in relation to professionalism and work output regardless of where the work is being performed.
- The amount of time an employee is expected to work in a given week will not change, although the exact scheduling of allotted hours will be left up to the discretion of their direct Principal/Supervisor.
- Employees must set up a dedicated workspace that allows them to focus as effectively as possible, and that is ergonomically sound and free of hazards.
- Employees are only authorized to work at FRCS 131 Central Street and 35 Commercial Street, Foxborough at the time the remote work arrangement was agreed upon unless specifically authorized by their Manager to work while traveling and then only to the extent authorized.
- Employees must notify their Principal/Supervisor. of any changes to their work environment, such as location, adequate workspace, or dependent-care obligations.
- Employees must determine any tax or legal implications under IRS, state, and local government laws and/or restrictions of working out of a home-based office. Responsibility for fulfilling all individual obligations in this area rests solely with the employee.



- If an employee's physical presence is required on campus the employee may be expected to report there, given adequate notice.
- Eligible Employees wishing to work from home on occasion must inform their Principal/Supervisor. and their building's front office manager in writing via email at least one evening prior if they anticipate if they wish to request to work from home. Ideally, the employee will confirm approval from their Principal/Supervisor. by phone in advance or via the Principal/Supervisor. preferred communication method. The Employee must inform the Principal/Supervisor. if they want to work from home for the day(s) full-time, for a half day, and for home many days that week.
- If the work from home arrangement spans for more than a week, managers and team members should meet to discuss details and set specific goals, schedules, and deadlines.
- Working from home on occasion outside of a prearranged remote work agreement should be rare or occasionally reoccurring and will be approved at the discretion of the direct Principal/Supervisor.

## **Availability Expectations**

- Employees must maintain strong communication by conducting regular check-ins with their Principal/Supervisor and team and must be able to collaborate.
- Employees must inform their Principal/Supervisor and team in writing of which projects and tasks they plan to work on and/or accomplish on remote workdays.
- Employees must inform their Principal/Supervisor if dependent care is a factor in needing to work from home on a given day, and how it will interfere with their workday. Working from home should not be a long-term replacement for dependent care and employees must be available during business hours. If the employee will not be available for any part of the day, they must request time off in the school's time and attendance system.
- Working remotely provides greater scheduling flexibility; however, employees should continue using their paid time off in the same manner as if working in the office, i.e., if an employee needs to take personal time to run errands, or care for a loved one, it is expected they will put in for their available personal time.

## **Equipment and Supplies**

- FRCS will provide equipment and materials to employees to effectively perform their duties.
- Employees are expected to ensure that they have a dependable high-speed internet connection, a quiet workspace suitable for telephone or video calls, and a computer or laptop with the necessary software installed. (Employees may use School-issued surfaces/laptops from home for work purposes, if applicable.)
- Employees are responsible for protecting School-owned equipment from theft, damage, and unauthorized use.





- Upon termination of employment, all property must be returned unless other arrangements have been made. If an employee is unable to physically obtain School-owned equipment or office supplies, they may be reimbursed for pre-approved purchases.

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## Addendum 5: Stipend Eligibility

Administrative and staff positions are not eligible to receive stipends. Additional duties for administrators and staff are added or deleted based on the current need of the School without a change in pay.

There are only limited exceptions to this policy. With prior executive director and human resources approval, stipends may be awarded in the following limited circumstances:

1. Taking on a significant duty or project on a short-term basis due to a staff transition.
2. A project or duty that would be completed during a time when a staff member is not generally employed with the School, such as a summer stipend for a project completed by a 10-month or 10-month, 10-day employee.
3. A project or duty that:
  - a. would not normally be a part of this person's position or connected to the person's duties;
  - b. when this additional work clearly adds to the employee's previous workload and as a result, requires additional hours of work outside of normal work hours to complete the work;
  - c. is not within the person's department.
4. Note: Coaches will be paid a stipend for each season for which they are responsible after the end of the season.

For example, a history teacher or director may qualify if all of the conditions set forth above (numbers 1-3) are met. Stipends will not be paid for duties that occur during normal school hours or for teaching or advising a student organization for a full-time employee who is an administrator. Stipends are not designed for work that is done during regular working hours or as part of a long-term compensation strategy.

- The exception to this clause is that teachers will receive a stipend at the rate of \$35 daily for giving up their planning periods to cover another class when the assigned teacher is absent. Teachers are not paid the \$35 per period.
- Co-teachers that cover a class when the lead teacher is absent are not eligible for a stipend in most cases.
- Paraprofessionals that cover a class when the lead teacher is absent, and when they do not have a substitute to provide support are eligible for a maximum daily substitute rate of \$100.

Stipends are not appropriate as a means of distributing "left over" money at the end of a budget year. Whenever possible, work projects should be distributed to current employees to complete during their regular working hours, with a flexible attitude of working together for the good of the School.



All eligible stipend opportunities must be:

1. In the approved budget
2. Posted to ensure equal opportunity and transparency
3. Applied for annually
4. Submitted to the Payroll Manager

Stipend payments will be paid out based on an approved project/activity timeline. Stipends will be paid out based on the letter of agreement. If an employee fails to meet the criteria stipulated, the stipend may be prorated, stopped, or recovered. An employee who is separated from the School, will receive the prorated amount of the stipend based on term date. Extracurricular stipends expire at the end of the assignment period or length of project.

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# Coversheet

## Finance

**Section:** VI. Committees

**Item:** A. Finance

**Purpose:** Discuss

**Submitted by:**

**Related Material:**

July 31 2023 - Balance Sheet Summary.pdf

July 31 2023 - Budget to Actual (Comparative Summary).PDF

PRELIMINARY 6 30 2023 - Balance Sheet (Summary).PDF

July 31 2023 Budget to Actual Summary.pdf

PRELIMINARY 6 30 2023 - Budget to Actual (Comparative Summary).PDF

PRELIMINARY 6 30 2023 Budget to Actual Summary.pdf

**Financial Report - Balance Sheet (Summary)****Foxborough Regional Charter School**

For 7/31/2023

Run: 8/03/2023 at 12:23 PM

Page: 1

	7/31/2023	6/30/2023	Change
<b>ASSETS</b>			
<b>Current Assets</b>			
Cash - operations	15,938,820.56	14,644,394.16	1,294,426.40
Cash - debt service reserve	1,945,919.75	3,058,064.88	(1,112,145.13)
Accounts Receivable:			
Intergovernmental	167,448.43	1,540,653.88	(1,373,205.45)
Other	11,964.18	4,063.68	7,900.50
Prepaid Expenses	462.16	649.00	(186.84)
<b>Total Current Assets</b>	<b>18,064,615.08</b>	<b>19,247,825.60</b>	<b>(1,183,210.52)</b>
<b>Capital Assets</b>			
Right-Of-Use-Asset	334,525.00	334,525.00	0.00
Land/Building Improvements	48,188,078.63	48,188,078.63	0.00
Furniture, equipment and software	6,385,482.83	6,385,482.83	0.00
Construction in progress	884,903.03	884,903.03	0.00
Less: accumulated depreciation and amortization	(18,805,838.32)	(18,805,838.32)	0.00
<b>Total investment in capital assets</b>	<b>36,987,151.17</b>	<b>36,987,151.17</b>	<b>0.00</b>
Loss on defeasance (2017 bonds)	3,466,614.47	3,466,614.47	0.00
<b>TOTAL ASSETS</b>	<b>58,518,380.72</b>	<b>59,701,591.24</b>	<b>(1,183,210.52)</b>
<b>LIABILITIES AND NET ASSETS</b>			
Accounts Payable	1,001,282.03	1,699,329.21	(698,047.18)
Accrued expenses	111,266.00	724,752.65	(613,486.65)
Accrued compensation	773,648.43	1,568,307.43	(794,659.00)
Bonds payable - US Bank	0.00	0.00	0.00
Deferred income	0.00	117,049.82	(117,049.82)
Lease Liability	127,833.70	134,265.52	(6,431.82)
<b>Total current liabilities</b>	<b>2,014,030.16</b>	<b>4,243,704.63</b>	<b>(2,229,674.47)</b>
BONDS PAYABLE 2017B	22,260,000.00	22,945,000.00	(685,000.00)
BOND PREMIUM 2017B	2,175,370.80	2,175,370.80	0.00
<b>Total bonds payable</b>	<b>24,435,370.80</b>	<b>25,120,370.80</b>	<b>(685,000.00)</b>
LOAN PAYABLE EASTERN BANK	3,410,976.00	3,453,560.85	(42,584.85)
<b>Total loans payable (Eastern)</b>	<b>3,410,976.00</b>	<b>3,453,560.85</b>	<b>(42,584.85)</b>
<b>Total liabilities</b>	<b>29,860,376.96</b>	<b>32,817,636.28</b>	<b>(2,957,259.32)</b>
<b>Net Assets</b>			
Investment in capital assets	0.00	0.00	0.00
Restricted - Board Capital	5,165,006.00	5,165,006.00	0.00
Unrestricted	18,443,953.93	18,443,953.93	0.00
Net income	1,774,048.80	3,274,995.03	(1,500,946.23)
<b>Total net assets</b>	<b>25,383,008.73</b>	<b>26,883,954.96</b>	<b>(1,500,946.23)</b>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<b>55,243,385.69</b>	<b>59,701,591.24</b>	<b>(4,458,205.55)</b>

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

Run: 8/03/2023 at 12:08 PM

Page: 1

### Foxborough Regional Charter School For 7/31/2023

	Budget FY2024	YTD Actual 7/31/23	Current Year Budget - Actual	Current Year % of Budget	Budget FY2023	YTD Actual 7/31/22	Prior Year Budget - Actual	Prior Year % of Budget
<b>REVENUES</b>								
Per Pupil Tuition	28,387,350.00	2,584,340.00	(25,803,010.00)	(9.10)	27,462,500.00	2,417,859.00	(25,044,641.00)	(8.80)
Federal Grants/Reimbursements	834,000.00	1,376.00	(832,624.00)	(0.16)	1,278,261.00	0.00	(1,278,261.00)	0.00
State Grants/Reimbursements	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Other Grant Revenues	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Food Service Program	650,000.00	(220.00)	(650,220.00)	0.03	521,000.00	130.75	(520,869.25)	(0.03)
Extended Day Program	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Transportation Program	1,213,095.00	209,723.32	(1,003,371.68)	(17.29)	901,072.00	226,168.30	(674,903.70)	(25.10)
Building Rental Revenue	60,000.00	0.00	(60,000.00)	0.00	60,000.00	0.00	(60,000.00)	0.00
Other Revenues	73,000.00	16,435.62	(56,564.38)	(22.51)	75,500.00	21,390.81	(54,109.19)	(28.33)
<b>Total Revenues</b>	<b>31,217,445.00</b>	<b>2,811,654.94</b>	<b>(28,405,790.06)</b>	<b>(9.01)</b>	<b>30,298,333.00</b>	<b>2,665,548.86</b>	<b>(27,632,784.14)</b>	<b>(8.80)</b>
<b>EXPENSES</b>								
<b>Personnel</b>								
Administration & Finance	1,533,693.00	89,926.61	1,443,766.39	5.86	1,327,446.00	86,450.68	1,240,995.32	6.51
Teaching & Learning	13,635,288.00	92,537.38	13,542,750.62	0.68	12,314,259.00	94,622.40	12,219,636.60	0.77
Student Activities	1,260,861.00	23,098.64	1,237,762.36	1.83	2,150,968.00	35,197.48	2,115,770.52	1.64
Operations	911,691.00	51,304.39	860,386.61	5.63	821,363.00	58,865.90	762,497.10	7.17
Grants	341,633.00	600.00	341,033.00	0.18	393,520.00	0.00	393,520.00	0.00
<b>Subtotal Personnel</b>	<b>17,683,166.00</b>	<b>257,467.02</b>	<b>17,425,698.98</b>	<b>1.46</b>	<b>17,007,556.00</b>	<b>275,136.46</b>	<b>16,732,419.54</b>	<b>1.62</b>
<b>Operating Costs</b>								
Administration & Finance	966,440.00	173,793.67	792,646.33	17.98	814,715.00	132,298.43	682,416.57	16.24
Teaching & Learning	718,150.00	25,578.75	692,571.25	3.56	762,878.00	29,670.91	733,207.09	3.89
Student Activities	3,511,675.00	2,124.84	3,509,550.16	0.06	2,798,457.00	33,159.11	2,765,297.89	1.18
Operations	2,403,026.00	253,147.09	2,149,878.91	10.53	2,093,130.00	162,514.15	1,930,615.85	7.76
Employee Benefits	2,486,651.00	246,494.09	2,240,156.91	9.91	2,592,646.00	137,139.58	2,455,506.42	5.29
Grants	432,367.00	13,769.00	418,598.00	3.18	814,741.00	29,213.09	785,527.91	3.59
<b>Subtotal Operating Costs</b>	<b>10,518,309.00</b>	<b>714,907.44</b>	<b>9,803,401.56</b>	<b>6.80</b>	<b>9,876,567.00</b>	<b>523,995.27</b>	<b>9,352,571.73</b>	<b>5.31</b>
<b>Total Expenses</b>	<b>28,201,475.00</b>	<b>972,374.46</b>	<b>27,229,100.54</b>	<b>3.45</b>	<b>26,884,123.00</b>	<b>799,131.73</b>	<b>26,084,991.27</b>	<b>2.97</b>
<b>NET BUDGET FROM OPERATIONS</b>	<b>3,015,970.00</b>	<b>1,839,280.48</b>	<b>(1,176,689.52)</b>	<b>(60.98)</b>	<b>3,414,210.00</b>	<b>1,866,417.13</b>	<b>(1,547,792.87)</b>	<b>(54.67)</b>
Capital Outlay	305,000.00	55,648.04	249,351.96	18.25	890,000.00	335,809.08	554,190.92	37.73
Debt Service	2,477,047.00	9,583.64	2,467,463.36	0.39	2,477,216.00	10,971.71	2,466,244.29	0.44
Depreciation	0.00	0.00	0.00	0.00	0.00	205,009.21	(205,009.21)	0.00
Board Capital Reserve	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>NET BUDGET RESERVED</b>	<b>233,923.00</b>	<b>1,774,048.80</b>	<b>1,540,125.80</b>	<b>(758.39)</b>	<b>46,994.00</b>	<b>1,314,627.13</b>	<b>1,267,633.13</b>	<b>(2,797.44)</b>

**Financial Report - Balance Sheet (Summary)****Foxborough Regional Charter School****For 6/30/2023**

Run: 8/03/2023 at 12:08 PM

Page: 1

	6/30/2023	6/30/2022	Change
<b>ASSETS</b>			
<b>Current Assets</b>			
Cash - operations	14,644,394.16	11,849,679.53	2,794,714.63
Cash - debt service reserve	3,058,064.88	3,141,451.64	(83,386.76)
Accounts Receivable:			
Intergovernmental	1,540,653.88	1,151,260.78	389,393.10
Other	4,063.68	57,029.99	(52,966.31)
Prepaid Expenses	649.00	758.64	(109.64)
<b>Total Current Assets</b>	<b>19,247,825.60</b>	<b>16,200,180.58</b>	<b>3,047,645.02</b>
<b>Capital Assets</b>			
Right-Of-Use-Asset	334,525.00	334,525.00	0.00
Land/Building Improvements	48,188,078.63	47,556,557.39	631,521.24
Furniture, equipment and software	6,385,482.83	5,923,793.32	461,689.51
Construction in progress	884,903.03	0.00	884,903.03
Less: accumulated depreciation and amortization	(18,805,838.32)	(16,372,371.64)	(2,433,466.68)
<b>Total investment in capital assets</b>	<b>36,987,151.17</b>	<b>37,442,504.07</b>	<b>(455,352.90)</b>
Loss on defeasance (2017 bonds)	3,466,614.47	3,541,114.47	(74,500.00)
<b>TOTAL ASSETS</b>	<b>59,701,591.24</b>	<b>57,183,799.12</b>	<b>2,517,792.12</b>
<b>LIABILITIES AND NET ASSETS</b>			
Accounts Payable	1,699,329.21	1,123,797.80	575,531.41
Accrued expenses	724,752.65	764,536.84	(39,784.19)
Accrued compensation	1,568,307.43	1,654,036.30	(85,728.87)
Bonds payable - US Bank	0.00	0.00	0.00
Deferred income	117,049.82	89,251.30	27,798.52
Lease Liability	134,265.52	214,076.00	(79,810.48)
<b>Total current liabilities</b>	<b>4,243,704.63</b>	<b>3,845,698.24</b>	<b>398,006.39</b>
BONDS PAYABLE 2017B	22,945,000.00	23,600,000.00	(655,000.00)
BOND PREMIUM 2017B	2,175,370.80	2,175,370.80	0.00
<b>Total bonds payable</b>	<b>25,120,370.80</b>	<b>25,775,370.80</b>	<b>(655,000.00)</b>
LOAN PAYABLE EASTERN BANK	3,453,560.85	3,953,770.15	(500,209.30)
<b>Total loans payable (Eastern)</b>	<b>3,453,560.85</b>	<b>3,953,770.15</b>	<b>(500,209.30)</b>
<b>Total liabilities</b>	<b>32,817,636.28</b>	<b>33,574,839.19</b>	<b>(757,202.91)</b>
<b>Net Assets</b>			
Investment in capital assets	0.00	0.00	0.00
Restricted - Board Capital	5,165,006.00	5,165,006.00	0.00
Unrestricted	18,443,953.93	14,057,036.52	4,386,917.41
Net income	3,274,995.03	4,386,917.41	(1,111,922.38)
<b>Total net assets</b>	<b>26,883,954.96</b>	<b>23,608,959.93</b>	<b>3,274,995.03</b>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<b>59,701,591.24</b>	<b>57,183,799.12</b>	<b>2,517,792.12</b>

**Financial Report - Budget to Actual (Summary)****Foxborough Regional Charter School**

For 7/31/2023

Run: 8/03/2023 at 12:21 PM

Page: 1

	Budget	Actual	Budget - Actual	% of Budget
<b>REVENUES</b>				
Per Pupil Tuition	28,387,350.00	2,584,340.00	(25,803,010.00)	(9.10)
Federal Grants/Reimbursements	834,000.00	1,376.00	(832,624.00)	(0.16)
State Grants/Reimbursements	0.00	0.00	0.00	0.00
Other Grant Revenues	0.00	0.00	0.00	0.00
Food Service Program	650,000.00	(220.00)	(650,220.00)	0.03
Extended Day Program	0.00	0.00	0.00	0.00
Transportation Program	913,095.00	209,723.32	(703,371.68)	(22.97)
Building Rental Revenue	60,000.00	0.00	(60,000.00)	0.00
Other Revenues	73,000.00	16,435.62	(56,564.38)	(22.51)
<b>Total Revenues</b>	<b>30,917,445.00</b>	<b>2,811,654.94</b>	<b>(28,105,790.06)</b>	<b>(9.09)</b>
<b>EXPENSES</b>				
<b>Personnel</b>				
Administration & Finance	1,533,693.00	89,926.61	1,443,766.39	5.86
Teaching & Learning	13,635,288.00	92,537.38	13,542,750.62	0.68
Student Activities	1,260,861.00	23,098.64	1,237,762.36	1.83
Operations	911,691.00	51,304.39	860,386.61	5.63
Grants	341,633.00	600.00	341,033.00	0.18
<b>Subtotal Personnel</b>	<b>17,683,166.00</b>	<b>257,467.02</b>	<b>17,425,698.98</b>	<b>1.46</b>
<b>Operating Costs</b>				
Administration & Finance	966,440.00	173,793.67	792,646.33	17.98
Teaching & Learning	718,150.00	25,578.75	692,571.25	3.56
Student Activities	3,391,675.00	2,124.84	3,389,550.16	0.06
Operations	2,403,026.00	253,147.09	2,149,878.91	10.53
Employee Benefits	2,486,651.00	246,494.09	2,240,156.91	9.91
Grants	432,367.00	13,769.00	418,598.00	3.18
<b>Subtotal Operating Costs</b>	<b>10,398,309.00</b>	<b>714,907.44</b>	<b>9,683,401.56</b>	<b>6.88</b>
<b>Total Expenses</b>	<b>28,081,475.00</b>	<b>972,374.46</b>	<b>27,109,100.54</b>	<b>3.46</b>
<b>NET BUDGET FROM OPERATIONS</b>	<b>2,835,970.00</b>	<b>1,839,280.48</b>	<b>(996,689.52)</b>	<b>(64.86)</b>
Capital Outlay	305,000.00	55,648.04	249,351.96	18.25
Debt Service	2,477,047.00	9,583.64	2,467,463.36	0.39
Depreciation	0.00	0.00	0.00	0.00
Board Capital Reserve	0.00	0.00	0.00	0.00
<b>NET BUDGET RESERVED</b>	<b>53,923.00</b>	<b>1,774,048.80</b>	<b>1,720,125.80</b>	<b>(3,289.97)</b>



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

Run: 8/03/2023 at 12:08 PM

Page: 1

### Foxborough Regional Charter School For 6/30/2023

	Budget FY2023	YTD Actual 6/30/23	Current Year Budget - Actual	Current Year % of Budget	Budget FY2022	YTD Actual 6/30/22	Prior Year Budget - Actual	Prior Year % of Budget
<b>REVENUES</b>								
Per Pupil Tuition	27,462,500.00	26,704,806.00	(757,694.00)	(97.24)	24,790,000.00	26,082,687.00	1,292,687.00	(105.21)
Federal Grants/Reimbursements	1,278,261.00	1,154,705.15	(123,555.85)	(90.33)	3,673,321.00	3,472,474.27	(200,846.73)	(94.53)
State Grants/Reimbursements	0.00	20.00	20.00	0.00	0.00	20.00	20.00	0.00
Other Grant Revenues	0.00	3,000.00	3,000.00	0.00	0.00	0.00	0.00	0.00
Food Service Program	521,000.00	973,689.77	452,689.77	(186.89)	286,000.00	995,991.91	709,991.91	(348.25)
Extended Day Program	0.00	0.00	0.00	0.00	0.00	2,590.00	2,590.00	0.00
Transportation Program	901,072.00	1,661,501.31	760,429.31	(184.39)	861,750.00	1,807,633.71	945,883.71	(209.76)
Building Rental Revenue	60,000.00	61,250.00	1,250.00	(102.08)	69,615.00	47,000.00	(22,615.00)	(67.51)
Other Revenues	75,500.00	404,597.27	329,097.27	(535.89)	62,000.00	99,533.10	37,533.10	(160.54)
<b>Total Revenues</b>	<b>30,298,333.00</b>	<b>30,963,569.50</b>	<b>665,236.50</b>	<b>(102.20)</b>	<b>29,742,686.00</b>	<b>32,507,929.99</b>	<b>2,765,243.99</b>	<b>(109.30)</b>
<b>EXPENSES</b>								
<b>Personnel</b>								
Administration & Finance	1,327,446.00	1,187,430.98	140,015.02	89.45	1,024,223.00	982,382.13	41,840.87	95.91
Teaching & Learning	12,314,259.00	10,527,033.49	1,787,225.51	85.49	11,045,668.00	10,481,907.62	563,760.38	94.90
Student Activities	2,150,968.00	1,750,531.28	400,436.72	81.38	1,782,468.00	1,657,728.82	124,739.18	93.00
Operations	821,363.00	789,235.55	32,127.45	96.09	862,575.00	798,148.77	64,426.23	92.53
Grants	393,520.00	351,758.61	41,761.39	89.39	1,562,274.00	1,463,697.18	98,576.82	93.69
<b>Subtotal Personnel</b>	<b>17,007,556.00</b>	<b>14,605,989.91</b>	<b>2,401,566.09</b>	<b>85.88</b>	<b>16,277,208.00</b>	<b>15,383,864.52</b>	<b>893,343.48</b>	<b>94.51</b>
<b>Operating Costs</b>								
Administration & Finance	814,715.00	604,051.49	210,663.51	74.14	563,135.00	412,693.07	150,441.93	73.28
Teaching & Learning	762,878.00	452,901.65	309,976.35	59.37	441,800.00	309,506.97	132,293.03	70.06
Student Activities	2,798,457.00	3,128,954.72	(330,497.72)	111.81	2,393,565.00	2,566,639.55	(173,074.55)	107.23
Operations	2,093,130.00	2,132,799.94	(39,669.94)	101.90	2,015,320.00	2,000,817.45	14,502.55	99.28
Employee Benefits	2,592,646.00	2,145,775.72	446,870.28	82.76	2,360,500.00	2,121,307.28	239,192.72	89.87
Grants	814,741.00	748,506.28	66,234.72	91.87	2,088,847.00	1,212,413.79	876,433.21	58.04
<b>Subtotal Operating Costs</b>	<b>9,876,567.00</b>	<b>9,212,989.80</b>	<b>663,577.20</b>	<b>93.28</b>	<b>9,863,167.00</b>	<b>8,623,378.11</b>	<b>1,239,788.89</b>	<b>87.43</b>
<b>Total Expenses</b>	<b>26,884,123.00</b>	<b>23,818,979.71</b>	<b>3,065,143.29</b>	<b>88.60</b>	<b>26,140,375.00</b>	<b>24,007,242.63</b>	<b>2,133,132.37</b>	<b>91.84</b>
<b>NET BUDGET FROM OPERATIONS</b>	<b>3,414,210.00</b>	<b>7,144,589.79</b>	<b>3,730,379.79</b>	<b>(209.26)</b>	<b>3,602,311.00</b>	<b>8,500,687.36</b>	<b>4,898,376.36</b>	<b>(235.98)</b>
Capital Outlay	890,000.00	0.00	890,000.00	0.00	613,795.00	0.00	613,795.00	0.00
Debt Service	2,477,216.00	1,274,613.08	1,202,602.92	51.45	2,471,691.00	1,427,846.52	1,043,844.48	57.77
Depreciation	0.00	2,594,981.68	(2,594,981.68)	0.00	0.00	2,603,873.43	(2,603,873.43)	0.00
Board Capital Reserve	0.00	0.00	0.00	0.00	(9,000.00)	0.00	(9,000.00)	0.00
<b>NET BUDGET RESERVED</b>	<b>46,994.00</b>	<b>3,274,995.03</b>	<b>3,228,001.03</b>	<b>(6,968.96)</b>	<b>525,825.00</b>	<b>4,468,967.41</b>	<b>3,943,142.41</b>	<b>(849.90)</b>

**Financial Report - Budget to Actual (Summary)****Foxborough Regional Charter School**

For 6/30/2023

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Page: 1

	Budget	Actual	Budget - Actual	% of Budget
<b>REVENUES</b>				
Per Pupil Tuition	27,462,500.00	26,704,806.00	(757,694.00)	(97.24)
Federal Grants/Reimbursements	1,278,261.00	1,154,705.15	(123,555.85)	(90.33)
State Grants/Reimbursements	0.00	20.00	20.00	0.00
Other Grant Revenues	0.00	3,000.00	3,000.00	0.00
Food Service Program	521,000.00	973,689.77	452,689.77	(186.89)
Extended Day Program	0.00	0.00	0.00	0.00
Transportation Program	901,072.00	1,661,501.31	760,429.31	(184.39)
Building Rental Revenue	60,000.00	61,250.00	1,250.00	(102.08)
Other Revenues	75,500.00	404,597.27	329,097.27	(535.89)
<b>Total Revenues</b>	<b>30,298,333.00</b>	<b>30,963,569.50</b>	<b>665,236.50</b>	<b>(102.20)</b>
<b>EXPENSES</b>				
<b>Personnel</b>				
Administration & Finance	1,327,446.00	1,187,430.98	140,015.02	89.45
Teaching & Learning	12,314,259.00	10,527,033.49	1,787,225.51	85.49
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<b>Subtotal Personnel</b>	<b>17,007,556.00</b>	<b>14,605,989.91</b>	<b>2,401,566.09</b>	<b>85.88</b>
<b>Operating Costs</b>				
Administration & Finance	814,715.00	604,051.49	210,663.51	74.14
Teaching & Learning	762,878.00	452,901.65	309,976.35	59.37
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<b>Total Expenses</b>	<b>26,884,123.00</b>	<b>23,818,979.71</b>	<b>3,065,143.29</b>	<b>88.60</b>
<b>NET BUDGET FROM OPERATIONS</b>	<b>3,414,210.00</b>	<b>7,144,589.79</b>	<b>3,730,379.79</b>	<b>(209.26)</b>
Capital Outlay	890,000.00	0.00	890,000.00	0.00
Debt Service	2,477,216.00	1,274,613.08	1,202,602.92	51.45
Depreciation	0.00	2,594,981.68	(2,594,981.68)	0.00
Board Capital Reserve	0.00	0.00	0.00	0.00
<b>NET BUDGET RESERVED</b>	<b>46,994.00</b>	<b>3,274,995.03</b>	<b>3,228,001.03</b>	<b>(6,968.96)</b>

# Coversheet

## Facilities

**Section:** VI. Committees  
**Item:** B. Facilities  
**Purpose:** Discuss  
**Submitted by:**  
**Related Material:** Operations\_Department\_Update\_August 8 2023.docx



## Operations Department Update August 8, 2023

### MS Roof:

As in the last update, there are no major issues to report, and everything is moving according to schedule. Although, we've had a lot of rain this summer, the team has not only been able to keep the project on schedule, but we are also slightly ahead.

### CORI

CORIs continue to be processed as needed and I would like to make a note of Mallory and the HR Department's efforts in keeping up with the demand. If it were not for their efforts the project would not have started on time.

### FINANCIALS

*July invoices have not been finalized yet but are projected to be: \$900,000  
No change orders in the month of July*

### PROJECT SCHEDULE

The phases have been updated and will not reflect the original plans.

- Phase 1 (Heavy work that would have the most impact on the 5<sup>th</sup>, 6<sup>th</sup>, & 7<sup>th</sup> grade wing low roof/AHU serving the Cafeteria, ) • **Phase 1 has been completed.** There continues to be work that needs to be done in that section of the building, such as masonry work, flashing and reinstalling the HVAC system, but the major work has been completed and the team feels comfortable with moving onto Phase 2.
- 8<sup>th</sup> grade wing and offices Phase 2 – **Starts 7/31/23**
- Media Center • Phase 3 – (TBD)

## Site Photos

Description: Phase 1 – Stripping of existing roof and installation of new roof, southeast section of grades 6/7 roof.



Description: Phase 1 - All of the tar and gravel has been removed and start of laying new cement board, followed with insulation, middle section of grades 6/7 roof.



Description: Phase 1 - All of the AVB is installed and rolled, to be followed up with gluing down of insulation and the final cement board backer, middle section of grades 6/7 roof.



Description: Phase 1 - The membrane was laid down atop of the cement board, to be followed with welding the membrane together, middle section of grades 6/7 roof.



# Coversheet

## Governance

**Section:** VI. Committees

**Item:** C. Governance

**Purpose:** FYI

**Submitted by:**

**Related Material:**

Bylaws Checklist May 2023.docx

BYLAWS of Foxborough Regional Charter School Change Log 52323.docx

FRCS By-Laws - May 2023.docx

Ortiz Application.docx



## Foxborough Regional Charter School Board of Trustees Bylaws Checklist Fall 2014

The bylaws of every board of trustees must comply with state and federal laws and contain certain provisions. Please use the following checklist to guide the creation of your charter school bylaws.

The Bylaws must:	Location in Bylaws (page and section number)
1. State the name and purpose of the school and that the school is a public school. The name of the school must include the words "charter school". <i>Citation: G.L. c. 71, § 89(c) and 89(k)(1)</i>	
2. Specify that the board of trustees holds the charter granted by the Commonwealth of Massachusetts. <i>Citation: G.L. c. 71, § 89(c)</i>	
3. Specify that the school's fiscal year begins on July 1 and ends on June 30 of the following calendar year.	
4. Specify that the board of trustees of a charter school is a public entity, which operates independently of any school committee. <i>Citation: G.L. c. 71, § 89(c)</i>	
5. Specify that individual board members are considered special state employees. <i>Citation: G.L. c. 71, § 89(c)</i>	
6. Specify that members of the board of trustees will comply with the Commonwealth's state ethics requirements including, but not limited to, meeting all training requirements; complying with G.L. c. 268A, the conflict of interest law; filing all required disclosures under G.L. c. 268A; and filing all statements of financial interest in a timely fashion as required by G.L. c. 71, § 89(u). Failure to comply with state ethics requirements may result in removal of individual board members by the board of trustees or by the Commissioner. <i>Citation: G.L. c. 71, § 89(u); 603 CMR 1.06(2)(e)</i>	
7. Specify the frequency of board meetings, which must be held in Massachusetts, and occur at least quarterly. <i>Citation: 603 CMR 1.06(2)(c)</i>	
8. Specify that the board of trustees and its committees, irrespective of what the title may be, will comply in all respects with the open meeting law, G.L. c. 30A, §§ 18-25, and the regulations, guidance, and directives of the Office of the Attorney General. This includes, but is not limited to, training, notice of meetings, records of meetings, and executive sessions. <i>Citation: G.L. c. 30A, § 18-25</i>	
9. Specify that a member of the board of trustees may participate remotely in a meeting provided that such participation complies with the requirements of 940 CMR 29.10 including, but not limited to, meeting the permissible reasons for remote participation.	
10. Specify that the board of trustees is a public employer for the purposes of tort liability under Chapter 258 of the General Laws and for collective bargaining purposes under Chapter 150E of the General Laws.  In <u>Horace Mann</u> charter schools, state that the school committee is the public employer for collective bargaining purposes under Chapter 150E of the General Laws.  <i>Citation: G.L. c. 71, § 89(y)</i>	

<p>11. Specify that board of trustees will not exercise managerial powers over the day-to-day operations of the school. Citation: 603 CMR 1.06(1)</p>	
<p>12. Specify that the board of trustees will fulfill their fiduciary responsibilities, including but not limited to, the duty of loyalty and duty of care, as well as the obligation to oversee the school's budget. Citation: 603 CMR 1.06(1)</p>	
<p>13. Specify that the boards of trustees must ensure that school operates in compliance with all applicable state and federal laws including, but not limited to (<i>please include each component in the school's bylaws</i>):</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Successfully completing the opening procedures process in accordance with G.L. c. 70, § 89; 603 CMR 1.00; and any guidelines issued by the Department;</li> <li><input type="checkbox"/> Requesting the Commissioner's appointment of any new trustees and receiving that approval prior to any new trustees beginning their service as members;</li> <li><input type="checkbox"/> Submitting timely annual reports;</li> <li><input type="checkbox"/> Submitting timely annual independent audits;</li> <li><input type="checkbox"/> Hiring, evaluating, and removing, if necessary, qualified personnel to manage the charter school's day-to-day operations and holding these administrators accountable for meeting specified goals;</li> <li><input type="checkbox"/> Approving and monitoring progress towards meeting the goals of the school's Accountability Plan;</li> <li><input type="checkbox"/> Adopting and revising school policies, including plans for student recruitment and retention;</li> <li><input type="checkbox"/> Responding to complaints in writing as required by 603 CMR 1.09; and</li> <li><input type="checkbox"/> Ensuring that members of the board receive an orientation and training regarding their duties and obligations as members of a board of trustees.</li> </ul> <p>Citation: 603 CMR 1.06(1)(a-i)</p>	
<p>14. Specify the number of members of the board of trustees; the board of trustees must have a minimum of five members. Citation: 603 CMR 1.06(1)</p>	
<p>15. If the board of trustees includes one or two employees of the school as members of the board of trustees, explicitly identify these categories of membership by position and identify the numbers of such members. Citation: 603 CMR 1.06(2)(f)</p>	
<p>16. Specify the number of years that shall constitute a board member's term and set a specific, reasonable limit on successive and total terms that a board member may serve. Citation: 603 CMR 1.06(2)(a)</p>	
<p>17. Specify that the board of trustees will exercise due diligence in assessing the suitability of candidates for board membership with respect to potential conflicts of interest and areas of skill and expertise that will be of value to the board of trustees, such due diligence to occur prior to a vote by the board of trustees to request the Commissioner to appoint the proposed member(s). Prior to submitting a candidate to the Commissioner for approval, the board of trustees must determine that no financial interests under G.L. c. 268A exist which may preclude a majority of the board from participating in deliberations or voting on certain matters within the scope of the board's authority. Citation: 603 CMR 1.06(2)(b)</p>	
<p>18. Specify the process by which a trustee may resign or be removed from the board.</p>	

<p>19. Specify that action by the board requires a majority vote of a quorum of trustees and, to the degree required, specify the situations for which approval may require a special majority. Specify that a quorum is a majority of the trustees serving on the board. Absent such a provision defining a quorum, a quorum will be the majority of trustees of the “body as constituted,” irrespective of vacancies.</p> <p><u>See Gamache v. Town of Acushnet</u>, 14 Mass. App. Ct. 215, 219 (1982) (noting that a Town bylaw established a board of appeals of five members, and a temporary vacancy did not alter that bylaw).</p>	
<p>20. Specify the number and titles of board officers, describe the responsibilities of each officer, and describe the process for electing officers.</p>	
<p>21. Specify the process by which committees are formed.</p>	
<p>22. Describe the procedure for bringing complaints to the board of trustees and for the board of trustees to respond in writing to any such complaints filed with it.</p> <p><b>Citation:</b> G.L. c. 71, § 89(11); 603 CMR 1.06(1)(h) and 1.09</p>	



*BYLAWS of Foxborough Regional Charter School Change Log- May 23, 2023*

Article	Number	Page	Change
II	2.1	1	Section 2.1 Members: The purpose of <a href="#">Foxborough Regional Charter School</a> is to <a href="#">operate a K-12 public school in the town of Foxborough, Massachusetts</a> , chartered as set forth in its Charter dated February 25, 1998, issued by the Secretary of Education of the Commonwealth of Massachusetts and in Massachusetts General Laws c. 71, S89, as each may be amended from time to time. <a href="#">The Board of Trustees holds the charter granted by the Commonwealth of Massachusetts.</a>
III	3.3	1	Section 3.3 Powers/Duties: The Board of Trustees shall have and may exercise all the powers of the Charter School. The Board of Trustees is a public entity, and each member thereof, is a special state employee. The Board of Trustees, holder of the charter from the State of Massachusetts, <a href="#">which operates independently of any school committee</a> , shall ensure that the school and its Board members shall comply with all applicable laws and regulations regulating charter schools in Massachusetts, shall ensure that the Charter School is academically successful, organizationally viable, faithful to the terms of its charter and earns charter renewal. The Board of Trustees is a public employer for the purposes of tort liability (M.G.L. Chapter 258) and for collective bargaining purposes (M.G.L. Chapter 150E). The Board of Trustees has the responsibility to select, appoint, evaluate, and/or remove the school director, however it is prohibited from exercising managerial powers over the day-to-day operations of the school.
III	3.12	4	Section 3.12 Conflict of Interest Law: The Board of Trustees complies with the Massachusetts Conflict of Interest Law, M.G.L. Chapter 268A. <a href="#">Members of the board of trustees will comply with the Commonwealth's state ethics requirements including, but not limited to, meeting all training requirements; complying with G.L. c. 268A, the conflict of interest law; filing all required disclosures under G.L. c. 268A; and filing all statements of financial interest in a timely fashion as required by G.L. c. 71, § 89(u). Failure to comply with state ethics requirements may result in removal of individual board members by the board of trustees or by the Commissioner. G.L. c. 71, § 89(u); 603 CMR 1.06(2)(e)</a>
III	3.4	2	Section 3.4 Regular Meetings: Regular meetings of the Board of Trustees shall be held at such places, within <a href="#">(or without of – was removed)</a> the Commonwealth of Massachusetts, and at such times as the Board of Trustees may from time to time determine; however the Board of Trustees must meet at least quarterly.
IV	4.1	4	Section 4.1 Committees: The Board of Trustees may from time to time create such committees as it deems necessary or desirable for the conduct of the

			affairs of the Charter School, to which may be appointed such persons as the Board may determine. Except as the Trustees may otherwise determine, any committee may make rules for the conduct of its business, but unless otherwise provided by the Trustees or in such rules, its business shall be conducted in a manner similar to that provided in these Bylaws for the Trustees. <a href="#">The board of trustees and its committees, irrespective of what the title may be, will comply in all respects with the open meeting law, G.L. c. 30A, §§ 18-25, and the regulations, guidance, and directives of the Office of the Attorney General. This includes, but is not limited to, training, notice of meetings, records of meetings, and executive sessions. G.L. c. 30A, § 18-25</a>
III	3.11	4	Section 3.11 Open Meeting Law: Notwithstanding the provisions of this Article III, meetings of the Board of Trustees and its committees shall comply with the applicable requirements and its committees shall comply with the applicable requirements of the Massachusetts Open Meeting Law, G.L. c. 39, SS23A and 23B and c 30 A, sec 11 A ½. <a href="#">A member of the board of trustees may participate remotely in a meeting provided that such participation complies with the requirements of 940 CMR 29.10 including, but not limited to, meeting the permissible reasons for remote participation.</a>
III	3.3	2	The Board of Trustees has the responsibility to select, appoint, evaluate, and/or remove the school director, however it is prohibited from exercising managerial powers over the day-to-day operations of the school. <a href="#">The board of trustees will fulfill their fiduciary responsibilities, including but not limited to, the duty of loyalty and duty of care, as well as the obligation to oversee the school's budget. 603 CMR 1.06(1)</a>
III	3.4 ADDED NEW	2	Section 3.4 the boards of trustees must ensure that school operates in compliance with all applicable state and federal laws including, but not limited to ( <i>please include each component in the school's bylaws</i> ): <ul style="list-style-type: none"> <li>• <a href="#">Successfully completing the opening procedures process in accordance with G.L. c. 70, § 89; 603 CMR 1.00; and any guidelines issued by the Department;</a></li> <li>• <a href="#">Requesting the Commissioner's appointment of any new trustees and receiving that approval prior to any new trustees beginning their service as members;</a></li> <li>• <a href="#">Submitting timely annual reports;</a></li> <li>• <a href="#">Submitting timely annual independent audits;</a></li> <li>• <a href="#">Hiring, evaluating, and removing, if necessary, qualified personnel to manage the charter school's day-to-day operations and holding these administrators accountable for meeting specified goals;</a></li> <li>• <a href="#">Approving and monitoring progress towards meeting the goals of the school's Accountability Plan;</a></li> <li>• <a href="#">Adopting and revising school policies, including plans for student recruitment and retention;</a></li> <li>• <a href="#">Responding to complaints in writing as required by 603 CMR 1.09; and</a></li> <li>• <a href="#">Ensuring that members of the board receive an orientation and training regarding their duties and obligations as members of a board of trustees. 603 CMR 1.06(1)(a-i)</a></li> </ul>
III	3.1	1	Section 3.1 Number: The Trustees at their annual meeting, or at a special meeting called for that purpose, shall elect a Board of Trustees of <a href="#">not less than</a>

			<p>five (5) and not more than 15 members, to take office immediately upon election and to hold office until the annual meeting of the Trustees at which their respective terms expire and until their respective successors are elected and qualified.</p>
III	3.2	1	<p>Section 3.2 Selection and Term of Office: Trustees shall be elected to three (3) year terms with a limit of 4 successive and total terms that a board member may serve. 603 CMR 1.06(2)(a)</p>
VI	6.2	6	<p>The Board of Trustees shall have and may exercise all its power notwithstanding the existence of one (1) or more vacancies in its number. The Board of Trustees shall notify the Massachusetts Department of Elementary and Secondary Education of the appointment of any new trustee. The board of trustees will exercise due diligence in assessing the suitability of candidates for board membership with respect to potential conflicts of interest and areas of skill and expertise that will be of value to the board of trustees, such due diligence to occur prior to a vote by the board of trustees to request the Commissioner to appoint the proposed member(s). Prior to submitting a candidate to the Commissioner for approval, the board of trustees must determine that no financial interests under G.L. c. 268A exist which may preclude a majority of the board from participating in deliberations or voting on certain matters within the scope of the board's authority. 603 CMR 1.06(2)(b)</p>
III	3.9	4	<p>Section 3.9 Quorum: At any meeting of the Trustees, a majority of the Trustees then in office shall constitute a quorum for the transaction of business, but a lesser number may adjourn any meeting from time to time and the meeting may be held as adjourned without further notice. When a quorum is present at any meeting, the affirmative vote of a majority of the Trustees in attendance thereat and voting on the question shall, except where a larger vote is required by law or by these Bylaws, decide any question brought before such meeting. Action by the board requires a majority vote of a quorum of trustees and, to the degree required, specify the situations for which approval may require a special majority. Specify that a quorum is a majority of the trustees serving on the board. Absent such a provision defining a quorum, a quorum will be the majority of trustees of the "body as constituted," irrespective of vacancies.</p>
VI	6.1	6	<p>The Board of Trustees may, by vote of a majority of the Trustees present at voting, remove or censure from office, with or without cause, any Officer appointed by the Board or terminate or modify the authority of any such Officer.</p>



## BYLAWS of THE FOXBOROUGH REGIONAL CHARTER SCHOOL

### ARTICLE I

#### Name

Section 1.1 Name: The name of this public entity shall be the Foxborough Regional Charter School (the "Charter School").

### ARTICLE II

#### Purposes

Section 2.1 Members: The purpose of Foxborough Regional Charter School is to operate a K-12 public school in the town of Foxborough, Massachusetts, chartered as set forth in its Charter dated February 25, 1998, issued by the Secretary of Education of the Commonwealth of Massachusetts and in Massachusetts General Laws c. 71, S89, as each may be amended from time to time. The Board of Trustees holds the charter granted by the Commonwealth of Massachusetts.

### ARTICLE III

#### Board of Trustees

Section 3.1 Number: The Trustees at their annual meeting, or at a special meeting called for that purpose, shall elect a Board of Trustees of not less than five (5) and not more than 15 members, to take office immediately upon election and to hold office until the annual meeting of the Trustees at which their respective terms expire and until their respective successors are elected and qualified.

Section 3.2 Selection and Term of Office: Trustees shall be elected to three (3) year terms with a limit of 4 successive and total terms that a board member may serve. 603 CMR 1.06(2)(a) Trustee shall be elected for staggered terms of up to three (3) years, so that the terms of approximately one-third (1/3) of the Trustees will expire each year. Each Trustee shall serve until a successor has been elected and qualified. The number of Trustees to be elected each year shall be fixed at the meeting at which they are elected, but the Trustees may, at any meeting held for the purpose during any such year, increase or decrease (within the limits above specified) the number of Trustees as this fixed, and elect new Trustees to complete number so fixed, or remove Trustees to reduce the number of Trustees to the number so fixed. The Board shall include ex officio, as voting member, the Chair of the Charter School. The Board of Trustees may not discriminate against potential members on the basis of race, color, national origin, creed, ancestry, ethnicity, age, gender identity, religion, marital status, sexual orientation, or non-disqualifying handicap or mental condition. The Board of Trustees shall request the appointment of a trustee to the board only where the board has no reason to know the trustee has a financial interest under M.G. L. Chapter 268A which may preclude a majority of the board from participating in deliberations or voting on certain matters that are expected to come before the board. The Board of Trustees must exercise due diligence prior to determining that a proposed trustee does not have such a financial interest.

Section 3.3 Powers/Duties: The Board of Trustees shall have and may exercise all the powers of the Charter School. The Board of Trustees is a public entity, and each member thereof, is a special state employee. The Board of Trustees, holder of the charter from the State of Massachusetts, which operates independently of

any school committee, shall ensure that the school and its Board members shall comply with all applicable laws and regulations regulating charter schools in Massachusetts, shall ensure that the Charter School is academically successful, organizationally viable, faithful to the terms of its charter and earns charter renewal. The Board of Trustees is a public employer for the purposes of tort liability (M.G.L. Chapter 258) and for collective bargaining purposes (M.G.L. Chapter 150E). The Board of Trustees has the responsibility to select, appoint, evaluate, and/or remove the school director, however it is prohibited from exercising managerial powers over the day-to-day operations of the school. The board of trustees will fulfill their fiduciary responsibilities, including but not limited to, the duty of loyalty and duty of care, as well as the obligation to oversee the school's budget. 603 CMR 1.06(1)

Section 3.4 the boards of trustees must ensure that school operates in compliance with all applicable state and federal laws including, but not limited to (*please include each component in the school's bylaws*):

- Successfully completing the opening procedures process in accordance with G.L. c. 70, § 89; 603 CMR 1.00; and any guidelines issued by the Department;
- Requesting the Commissioner's appointment of any new trustees and receiving that approval prior to any new trustees beginning their service as members;
- Submitting timely annual reports;
- Submitting timely annual independent audits;
- Hiring, evaluating, and removing, if necessary, qualified personnel to manage the charter school's day-to-day operations and holding these administrators accountable for meeting specified goals;
- Approving and monitoring progress towards meeting the goals of the school's Accountability Plan;
- Adopting and revising school policies, including plans for student recruitment and retention;
- Responding to complaints in writing as required by 603 CMR 1.09; and
- Ensuring that members of the board receive an orientation and training regarding their duties and obligations as members of a board of trustees. 603 CMR 1.06(1)(a-i)

Section 3.5 Regular Meetings: Regular meetings of the Board of Trustees shall be held at such places, within the Commonwealth of Massachusetts, and at such times as the Board of Trustees may from time to time determine; however the Board of Trustees must meet at least quarterly. Written notice of a regular meeting of the Board of Trustees shall be given no less than forty eight (48) hours before the meeting by leaving such notice with the Trustee or by email, or at the Trustee's residence or usual place of business, or by mailing it, postage prepaid, addressed to such Trustee at the trustee's address, as it appears upon the records of the Charter School. No notice to the Trustees shall be required for any regular meeting held at a time and place fixed in advance by the Board of Trustees, if notice of the times and places so fixed for regular meetings shall have been given to such Trustee within the same calendar year, in writing, as specified above.

Section 3.6 Executive Sessions: All meetings of the Board of Trustees are open to attendance by the public. However, the board has the right to convene in a closed executive session when it meets the following procedural conditions imposed by state law:

1. The Board will first convene in an open session for which due notice has been given. 2. The Chair (or, in his/her absence, the presiding member) will state the purpose for the executive session by stating all subjects that may be revealed without compromising the purpose for which the executive session was called.
3. A majority of the members must vote to enter the executive session, with the vote taken by roll call and recorded in the official minutes.
4. The Chair or presiding member will state before entering the executive session whether the Board will reconvene in open session after the executive session.

The law puts specific limitations on the purposes for which executive sessions may be convened. The Board may enter executive sessions only to deliberate:

1. The reputation, character, physical condition or mental health, rather than the



professional competence, of a single individual.

2. The discipline or dismissal, including the hearing of charges against a member of the Board, a school employee or student, or other individual. The individual has certain rights enumerated in the law including requiring the Board to hold an open session should the individual so request. 3. The deployment of security personnel or devices.

4. Allegations of criminal misconduct or to discuss the filing of criminal complaints. 5. Transactions of real estate, if an open meeting might be detrimental to the negotiating position of the Board or another party.

6. To comply with the provisions of any general or specific law of federal grant-in-aid requirements.

7. To consider and interview applicants for employment (The only position that the Board of Trustees would be involved in that might qualify would be for the position of Executive Director). This exemption only applies if it can be determined that an open meeting will have a detrimental effect in obtaining qualified applicants.

8. To meet or confer with a mediator and/or attorney with respect to any litigation or public

business. (In the first two cases listed, an open meeting will be held if the individual involved so requests.)

Accurate records of the proceedings conducted in executive session will be kept and may remain secret only so long as their publication would defeat the purpose of the session. The Board will review executive session minutes for possible declassification at least once each year.

The Board Chair and the Executive Director will review executive session minutes for possible declassification on, at least, a quarterly basis and, if necessary, will consult with legal counsel. The Board Chair will bring minutes recommended for declassification to the Board of Trustees for a vote either as part of a consent agenda or for individual action. In either case, there shall be an announcement of the declassification of minutes.

When a specific set of executive session minutes, not yet declassified, is requested by a member of the public, the Board of Trustees shall render a decision on declassification at its next meeting or within 30 days after the request, whichever occurs first.

All votes taken in executive session will be recorded roll call votes, and will become part of the minutes of executive sessions.

**Section 3.7 Special Meetings:** Special meetings of the Board of Trustees may be held at any time and at any place, within or without the Commonwealth of Massachusetts, when called by the Chair or by two (2) or more Trustees, reasonable notice thereof being given to each Trustee by the Secretary, or, in case of the death, absence, incapacity, or refusal of the Secretary, by the Officer or Trustees calling the meeting, or at any time without call or formal notice, provided all the Trustees are present or waive notice thereof by a writing which is filed with the records of the meeting. In any case, it shall be deemed sufficient notice to a Trustee to send notice by mail or by email at least forty-eight (48) hours, before the meeting, addressed to the Trustee at the Trustee's usual or last known business or residence address.

**Section 3.8 Annual Meetings:** The Annual Meeting of the Trustees shall be held on the second Tuesday in the month of November, if it be not a legal holiday, and if it be a legal holiday, then on the next succeeding day not a legal holiday, at such hour and place as the Chair or the Secretary may determine. Purposes for which an annual meeting is to be held, in addition to those prescribed by law, and by these Bylaws, may be specified by the Board of Trustees or by a writing signed either by the Chair or by any Vice Chair or by a quorum of the Trustees. If such Annual Meeting is omitted on the day herein provided therefore, a Special Meeting may be held in place thereof, and any business transacted or elections held at such meeting shall have the same effect as if transacted or held at the Annual Meeting, and in such case such reference in these Bylaws to the Annual Meeting of the Trustees shall be deemed to refer to such Special Meeting. A written notice of the

Annual Meeting or meeting in lieu thereof, stating the place, day and hour thereof and the purposes for which the meeting is called, shall be given by the Chair or Secretary to each Trustee at least forty-eight (48) days before the meeting by leaving such notice with such Trustee or by email, or at such Trustee's residence or usual place of business, or by mailing it, postage prepaid, addressed to such Trustee at such Trustee's address as it appears upon the records of the Charter School. In case of the death, absence, incapacity or refusal of the Secretary, such notice may be given by any other Officer or by a person designated either by the Secretary or by the person or persons calling the meeting or by the Board of Trustees.

Section 3.9 Quorum: At any meeting of the Trustees, a majority of the Trustees then in office shall constitute a quorum for the transaction of business, but a lesser number may adjourn any meeting from time to time and the meeting may be held as adjourned without further notice. When a quorum is present at any meeting, the affirmative vote of a majority of the Trustees in attendance thereat and voting on the question shall, except where a larger vote is required by law or by these Bylaws, decide any question brought before such meeting. [Action by the board requires a majority vote of a quorum of trustees and, to the degree required, specify the situations for which approval may require a special majority. Specify that a quorum is a majority of the trustees serving on the board. Absent such a provision defining a quorum, a quorum will be the majority of trustees of the "body as constituted," irrespective of vacancies.](#)

Section 3.10 Complaints: The Board of Trustees shall hear complaints from any parent, guardian or other individual or groups, filed in writing, and limited to complaints that the School has violated or is violating any of the provisions of M.G.L. c 71 s. 89 or 603 CMR 1.00. The Board of Trustees shall conduct a review of such complaints and respond to the complainant(s) in writing within 30 days. Such response shall inform the complainant(s) of the right to submit the complaint in writing to the Commissioner of the Department of Elementary and Secondary Education should they not be satisfied with the response from the Board of Trustees.

Section 3.11 Waiver of Notice: Notice of any meeting may be waived if each Trustee, by a writing filed with the records of the meeting, waives such notice.

Section 3.12 Open Meeting Law: Notwithstanding the provisions of this Article III, meetings of the Board of Trustees and its committees shall comply with the applicable requirements and its committees shall comply with the applicable requirements of the Massachusetts Open Meeting Law, G.L. c. 39, SS23A and 23B and c 30 A, sec 11 A ½. [A member of the board of trustees may participate remotely in a meeting provided that such participation complies with the requirements of 940 CMR 29.10 including, but not limited to, meeting the permissible reasons for remote participation.](#)

Section 3.13 Conflict of Interest Law: The Board of Trustees complies with the Massachusetts Conflict of Interest Law, M.G.L. Chapter 268A. [Members of the board of trustees will comply with the Commonwealth's state ethics requirements including, but not limited to, meeting all training requirements; complying with G.L. c. 268A, the conflict of interest law; filing all required disclosures under G.L. c. 268A; and filing all statements of financial interest in a timely fashion as required by G.L. c. 71, § 89\(u\). Failure to comply with state ethics requirements may result in removal of individual board members by the board of trustees or by the Commissioner. G.L. c. 71, § 89\(u\); 603 CMR 1.06\(2\)\(e\)](#)

Section 3.14 Disclosure of Financial Interest: Trustees shall disclose any financial interest or business transactions that they (or any of their immediate members) have in any charter school in Massachusetts or elsewhere with the Massachusetts State Ethics Commission, the Massachusetts Department of Elementary and Secondary Education, and the city or town clerk in which the school is located within 30 days of joining the Board of Trustees and by September 1 annually, including the year after service is completed, unless service is less than 30 days in that year.

## ARTICLE IV

### Committees

Section 4.1 Committees: The Board of Trustees may from time to time create such committees as it deems necessary or desirable for the conduct of the affairs of the Charter School, to which may be appointed such persons as the Board may determine. Except as the Trustees may otherwise determine, any committee may make rules for the conduct of its business, but unless otherwise provided by the Trustees or in such rules, its business shall be conducted in a manner similar to that provided in these Bylaws for the Trustees. [The board of trustees and its committees, irrespective of what the title may be, will comply in all respects with the open meeting law, G.L. c. 30A, §§ 18-25, and the regulations, guidance, and directives of the Office of the Attorney General. This includes, but is not limited to, training, notice of meetings, records of meetings, and executive sessions. G.L. c. 30A, § 18-25](#)

Section 4.2 Quorum of Committees: A majority of the members of a committee shall constitute a quorum for the transaction of business, but a lesser number of members may adjourn any meeting from time to time, and the meeting may be held as adjourned without further notice. When a quorum is present at any meeting, a majority of the members of such committee present thereat shall decide any matter brought before such meeting.

## ARTICLE V

### Officers

Section 5.1 Election: The Officers of the Charter School shall consist of a Chair, a Vice Chair, a Treasurer and a Secretary. Other Officers, their powers and their terms of office, may be prescribed by a majority of Trustees from time to time as the Board of Trustees may determine. All Officers shall be elected by the Trustees at any meeting thereof.

Section 5.2 Qualification and Powers: Each Officer shall be a Trustee. So far as is permitted by law, any two (2) or more offices may be filled by the same person. Subject to law and to the other provisions of these Bylaws, each Officer shall hold office for a term of one (1) year and until a successor is elected and takes office, or until the Officer sooner dies, resigns, is removed, or becomes disqualified. Each Officer shall, subject to these Bylaws, have in addition to the duties and powers herein set forth, such duties and powers as the Board of Trustees shall from time to time designate.

Section 5.3 Chair: The Chair shall subject to law, to the other provisions of these Bylaws, and to the general supervision of the Board of Trustees, have general charge of the governance of the Charter School. The Chair shall preside at all meetings of the Board of Trustees and the Executive Committee, if there be one. In absence of the Chair, the Vice chair shall preside, and in absence of the Vice Chair, the Chair shall designate a Chair *ad interim*.

Section 5.4 Vice-Chair: In the absence of the Chair, the Vice-Chair shall, subject to law, to the other provisions of these Bylaws, and to the general supervision of the Board of Trustees, have general charge and control over the management of the ordinary affairs of the Charter School and the development of its program. The Vice Chair in the absence of the Chair, shall preside at all meetings of the Board of Trustees and the Executive Committee, if there be one.

Section 5.5 Secretary: The Secretary or a designee shall keep the records of all meetings of the Board of Trustees and committees of the Board.

Section 5.6 Treasurer: The Treasurer shall, subject to the direction and under the supervision of the Board

of Trustees, have general charge of the financial concerns of the Charter School and the care and custody of the funds, securities, and valuable papers of the Charter School, except the Treasurer's own bond, if any, and shall have power to endorse for deposit or collection all notes, checks, drafts, and other obligations and orders for the payment of money payable to the Charter School or its order, and to accept drafts on behalf of the Charter School. The Treasurer shall keep, or cause to be kept, accurate books of account, which shall be the property of the Charter School, and if required by the Board of Trustees, shall give bond for the faithful performance of the duties of the office in such form, in such sum, and with such sureties as the Board of Trustees shall require.

## ARTICLE VI

### Resignations. Removals, and Vacancies

Section 6.1 Resignations and Removals: Any Trustee or Officer may resign at any time by delivering written notice of resignation to the Chair or the Secretary or to a meeting of the Board of Trustees. Any Trustee or Trustees may be removed from office, with or without cause, by vote of at least sixty (60%) percent of the number of Trustees then in office, at any meeting called for that purpose with at least fourteen (14) days advance notice, in writing or by email, to all Trustees. The Board of Trustees may, by vote of a majority of the Trustees present at voting, remove or censure from office, with or without cause, any Officer appointed by the Board or terminate or modify the authority of any such Officer.

Section 6.2 Vacancies: If the position of any Trustee becomes vacant, by reason of death, resignation, removal, disqualification or otherwise, a successor may be appointed by a majority of the Trustees then in office, which appointment may be held at the same meeting at which a former Trustee resigns or is removed, provided that the Trustees shall receive at least fourteen (14) days advance written notice or by email of the intent to elect a successor Trustee. Any vacancy on any committee of the Board may be filled by a majority of the Trustees then in office. If any office becomes vacant, the Board of Trustees may appoint a successor, by vote of a majority of the Trustees present and voting. Each such successor shall hold office for the unexpired term and until a successor shall be appointed and qualified or, if sooner, until death, resignation, removal or disqualification. The Board of Trustees shall have and may exercise all its power notwithstanding the existence of one (1) or more vacancies in its number. The Board of Trustees shall notify the Massachusetts Department of Elementary and Secondary Education of the appointment of any new trustee. [The board of trustees will exercise due diligence in assessing the suitability of candidates for board membership with respect to potential conflicts of interest and areas of skill and expertise that will be of value to the board of trustees, such due diligence to occur prior to a vote by the board of trustees to request the Commissioner to appoint the proposed member\(s\). Prior to submitting a candidate to the Commissioner for approval, the board of trustees must determine that no financial interests under G.L. c. 268A exist which may preclude a majority of the board from participating in deliberations or voting on certain matters within the scope of the board's authority. 603 CMR 1.06\(2\)\(b\)](#)

## ARTICLE VII

### Indemnification

Section 7.1: The Charter School shall, to the extent legally permissible, indemnify its Officers and Trustees, and their respective heirs, executors, administrators or other representatives from any costs, expenses, attorney's fees, amounts reasonably paid in settlement, fines, penalties, liabilities and judgments incurred while in office or thereafter by reason of any such Officer or Trustee's being or having been an Officer or Trustee of the Charter School or by reason of such Officer or Trustee's serving or having served at the request of the Charter School as Executive Director, Trustee, Officer, employee, or other agent of another organization, or in any capacity with respect to any employee benefit plan, unless with respect to the matter as to which indemnification is sought the Officer or Trustee shall have been or is adjudicated in any proceeding not to have acted in good faith in the reasonable belief that his or her action was in the best interests of the Charter School. Such indemnification may include payment by the Charter School of

expenses incurred in defending a civil or criminal action or proceeding, upon receipt of an undertaking by the person to be indemnified to repay such payment if he or she shall be not entitled to indemnification under this paragraph.

Section 7.2: The Charter School, to the extent legally permissible, may indemnify its employees and other agents, including but not limited to its volunteers, from any costs, expenses, attorney's fees, amounts reasonably paid in settlement, fines, penalties, liabilities and judgments incurred while in office or thereafter by reason of any such person's being or having been an employee or agent of the Charter School or by reason of such person's serving or having served at the request of the Charter School as Executive Director, Trustee, Officer, employee, or other agent of any other organization, or in any capacity with respect to any employee benefit plan, unless with respect to the matter as to which indemnification is sought the employee shall have been or is adjudicated in any proceeding not to have acted in good faith in the reasonable belief that the Trustee's action was in the best interests of the Charter School. Such indemnification may include a payment by the Charter School of expenses incurred in defending a civil or criminal action or proceeding, upon receipt of an undertaking by the person to be indemnified to repay such payment if he or she shall be not entitled to indemnification under this section. In determining whether to provide indemnification under this paragraph, the Charter School may consider, among other factors, whether and to what extent insurance is or was available to the person seeking indemnification and whether and to what extent insurance is available to the Charter School such indemnification.

Section 7.3: The determination whether an Officer or Trustee is entitled to indemnification and the determination whether the Charter School will indemnify an employee or other agent shall be made at a meeting of the Board of Trustees by a disinterested majority of the Trustees present thereat, provided that there is an opinion in writing of counsel retained by the Charter School to the effect that such Officer or Trustee appears to have acted in good faith in the reasonable belief that the Trustee's action was in the best interests of the Charter School.

#### ARTICLE VIII

##### Non-Discrimination

Section 8.1: The Charter School shall not discriminate against any person in admission to its school or in obtaining the advantages, privileges and courses of study of its school on account of race, color, gender, religion, national or ethnic origin or sexual orientation.

#### ARTICLE IX

##### Fiscal Year

Section 9.1: Except as from time to time otherwise may be prescribed by the Board of Trustees, the fiscal year of the Charter School shall begin on July 1 and end on June 30.

#### ARTICLE X

##### Statutory Provisions

Section 10.1: The provisions of Massachusetts G.L. c. 71, S89, as amended from time to time, are incorporated into these Bylaws by reference. In the event of any conflict between these Bylaws and G.L. c. 71, S89, (Massachusetts' Education Reform Act of 1993) the provisions of G.L. c. 71, S89 shall prevail.

Section 10.2: The provisions of Massachusetts G.L. c.30A, S11 A 1/2 and Massachusetts G.L. c.39, S23 A and S 23B,(Open Meeting Laws) as amended from time to time, are incorporated into these Bylaws by reference. In the event of any conflict between these Bylaws and G.L. c.30A, S11 A ½ and G.L. c.39, S23 A and S 23B, the provisions of G.L. c.30A, S11 A 1/2 and G.L. c.39, S23 A and S23B, shall prevail.

ARTICLE XI

Amendments

Section 11.1: These Bylaws may be altered, amended or repealed in whole or in part by the affirmative vote of two-thirds of the Trustees then in office, present at any regular or special meeting of the Board of Trustees, duly called at which a quorum is present, and the notice of which specifies that one of the purposes of the meeting is the amendment of these Bylaws, subject to approval by DESE.

Dear Selection Committee,

I would like to submit my application to serve as a member of the Board of Trustees for Foxborough Regional Charter School. This is such an important responsibility that impacts our educational community. I am a tremendous supporter of FRCS. My two sons who are currently enrolled at the elementary school have deeply benefitted from the academic rigor, character education and diversity that make FRCS the ideal educational environment for them. It has been an honor to partner with some fantastic educators in the school.

I bring to the board 20 years of experience in teaching, higher education administration, programming, and program evaluation. Currently, I am a professor in the criminal justice department at Bridgewater State University (BSU). In this capacity, I also serve as the continuing studies coordinator in criminal justice where I am chairing a committee in developing an online completion program in the department. I have also chaired a number of faculty searches throughout the years. Additionally, I serve to support BSU faculty and librarians through my capacity as the family advocate for faculty and librarians.

While my doctoral degree is in criminal justice, much of my interests also lie in educational policy and diversity/equity concerns. In earning my master's degree in education (equity and social justice), I was fortunate to be selected as a summer analyst at the Education Trust in Washington, DC to explore the role that the *No Child Left Behind* policies impacted the role of students of color of educational proficiency. This experience prepared me to complete a culminating experience in assessing how this national policy impacted school districts at risk of being placed in state receivership. This academic and professional experience has further provided me with the preparation to advocate for foster care students seeking special education accommodations in New York City.

At the heart of my interest in this position is the opportunity to serve a community that I care deeply about. I have included my curriculum vitae for your review. Thank you for your consideration.

Sincerely,

Mia Ortiz  
510-368-2199