



## **Employee Handbook**

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## INTRODUCTION

### **Purpose of this Handbook**

The information contained in this document is a general description of the policies, practices, and benefits of Match Education governing its employees as of the time of publication. All information contained herein applies retroactively and supersedes and replaces older versions of the Employee Handbook and policies contained herein. The contents are presented for information purposes only and employees gain no rights from the policies set forth herein. Match Education reserves the right to modify, revoke, suspend, terminate or change any or all of these policies, in whole or in part, at any time, with or without notice and to determine the applicability and interpretation of any policy in particular situations as they occur. While managers and supervisors will make every effort to advise employees of updates or modifications of these policies since publication, it is also the responsibility of every employee to inquire of managers and supervisors periodically whether any changes have occurred.

A supplemental staff handbook may be distributed by each school to employees of Match Charter Public School (the "Charter"). Where there is a conflict between this Match Education Employee Handbook and a supplement school-specific staff handbook, the former shall govern.

Match Education, for purposes of clarity, shall include the Charter, The Charles Sposato Graduate School of Education, Inc. ("Sposato") and The Match Foundation, Inc. (the "Foundation").

### **Employee Acknowledgment**

All employees are required to read this Match Education Employee Handbook and sign and return the Acknowledgment Form separately provided within 10 calendar days of receipt.

## **GENERAL POLICIES**

### **EQUAL OPPORTUNITY EMPLOYMENT**

The Charter, Sposato, and the Foundation (collectively, “Match Education”) make all employment decisions, including recruiting, hiring, training, terminations, compensation, benefits, and performance assessment in a manner consistent with their policies of equal employment opportunity and in accordance with federal, state and local laws. Any alleged violations will be promptly reviewed and, following an investigation, will be resolved promptly and appropriately.

In order to provide equal employment and advancement opportunities to all individuals, employment decisions at Match Education are based on merit, qualifications, and abilities. Match Education embraces and values a diverse workforce and seeks to have the best available person in every position. Match Education does not discriminate on the basis of race, color, religious creed, sex, gender identity, marital status, age, national origin, disability, military/veteran status, ancestry, sexual orientation, genetics, pregnancy or a condition related to pregnancy, including, but not limited to, lactation, or the need to express breast milk for a nursing child, or any other consideration made unlawful by any federal, state or local law or regulation.

### **REASONABLE ACCOMMODATION OF DISABILITY**

Match Education provides reasonable accommodations to enable an individual with a disability, pregnancy or a condition related to pregnancy, including, but not limited to, lactation, or the need to express breast milk for a nursing child, to perform the essential functions of his or her job in compliance with state and federal law. If you are unable, or find it difficult, to perform all the functions of your job due to a disability, please inform your supervisor or Human Resources about your disability and discuss the type and nature of any assistance or adjustment that would enable you to perform the essential functions of your job.

In most cases, we will need medical documentation of your disability and of possible accommodations. We may also need regular discussions with you as we determine what, if any, accommodations are appropriate, your continuing need for accommodations and the effectiveness of the accommodations we have provided. We may also ask to speak to your health care provider to help us assess the need for and the appropriateness of the proposed accommodations and to ensure that you can safely perform the essential functions of your job with the accommodations. We may also ask you to submit to an independent medical or other appropriate examination, at our expense. Match Education will not retaliate against an employee who requests a reasonable accommodation as a result of a disability, pregnancy or a condition related to pregnancy, including, but not limited to, lactation, or the need to express breast milk for a nursing child, and will not impose accommodations on employees who do not ask for them.

### **HARASSMENT AND DISCRIMINATION**

Match Education is committed to providing a professional work and school environment free from all forms of discrimination and conduct that could be considered harassment, including sexual

harassment. All Match Education employees are expected to read, understand, and follow the Match Education Harassment and Discrimination Policy (Exhibit A).

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## **WORKPLACE RELATIONSHIPS**

Consensual personal relationships between employees are not prohibited. Those who engage in such relationships, however, are responsible for ensuring that they do not allow their positions at Match Education to influence their conduct with respect to their personal relationships, and should be mindful that those relationships in no way influence their workplace decisions, particularly if the employees work closely with one another.

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## **IMMIGRATION REFORM AND CONTROL ACT**

The Immigration Reform and Control Act of 1986 (IRCA) prohibits Match Education from employing any person not legally authorized to work in the United States. Each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility within the first three days of employment. If the documentation of authorization to work in the United States has an expiration date, employees are required to present documentation of continued eligibility to work in the United States before the expiration date. Match Education will maintain the Employment Eligibility Verification Form I-9 and will make it available to certain government officials upon request as required by law.

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## **WHISTLEBLOWER POLICY**

Each of the Charter, Sposato, and the Foundation has adopted a Whistleblower Policy (Exhibits H, I, J). In the event the CEO of Sposato or the Foundation, or the Executive Director of the Charter, is the subject of a complaint under those policies, an employee should submit the complaint to the current chair of the Board of the applicable entity or to his or her direct supervisor, whichever is appropriate in the circumstance.

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## **EMAIL RETENTION**

All email records sent and received by employees of the Charter (referred to as public employees) during the course of their responsibilities may, depending on their content, be public records as defined by M.G.L. c. 4, § 7, and should not be deleted except in accordance with this policy.

Every employee of the Charter who is the custodian or keeper of a public record, including, but not limited to, job appointments, work schedules, job assignments, meeting agendas, minutes of meetings, written instructions of a significant nature, transactions, the development of policy, memorandums and reports announcing policies or procedures, budget requests and preparation, memorandums concerning actions of the Charter, and correspondence with anyone outside the Charter, must preserve and not delete such email. Email public records

must include the "metadata" (sender, time sent, text, date sent, subject lines, recipients), the message, and any attachments. Retaining emails in your inbox, folders, or archive will automatically save all such data.

In general, you are the custodian of: (a) all business emails you send, and (b) business emails you receive if you are one of the primary recipients of the email or you are the only individual receiving it within the Charter. If you are simply copied on an email sent to another employee of the Charter, you are not the custodian or keeper of that email, and are not generally required to retain the email. Exceptions may exist in connection with litigation or other legal disputes, where you should comply with any instructions you receive from the General Counsel or the Attorney General's Office to retain records even if you are not the custodian or keeper of the email under these guidelines.

Emails that fall into the following categories are generally not classified as public records and may be deleted:

- Program transitory correspondence encountered in the daily administration of the Charter and its programs, including acknowledgments, courtesy correspondence, declined invitations, meeting announcements, and scheduling changes;
- Documents scheduling meetings, travel, appointments and events, including calendars and related lists and postings unless they relate to activities of executives or persons in policy-making positions;
- Out-of-office replies;
- Thank you messages;
- Personal messages unrelated to the Charter's business;
- Communications regarding routine office policies and procedures, such as handling mail, opening hours, and storm coverage;
- Duplicate messages/attachments. An email that is a copy of an original email with the same message content and attachments is a duplicate that may be deleted. An email in a multiple email "thread", where participants have responded to each other several times with the previous messages included need not be kept as long as a later message in the same thread is retained;
- Junk mail or spam;
- Published reference materials collected from sources outside of the Charter;
- Replies to routine questions and information requests – for example, address and hours open, requests for forms;
- Incoming listserv messages;
- Media advisories, news and press releases and web announcements sent for informational purposes unless you were involved in the drafting or review of these documents;
- Emails sent to another employee at the Charter or within Match Education, with a copy sent to you as long as you are not the custodian or keeper of that email as described above; and
- Reports, meeting minutes and publications that are distributed to you as a member of a group or committee and are not needed to support other files. If the group has a secretary or record keeper maintaining copies, you do not need to keep an additional copy.

**If you are unsure about whether an email may be deleted, err on the side of retention.** Be sure to keep your emails well organized and use electronic folders to sort your emails by subject content.

Match Education discourages the use of Match Education e-mail systems for personal e-mails. Employees are advised that they can make no presumption of any right of privacy with respect to e-mail, including personal e-mail.

**THIS POLICY IS NOT FOR EMPLOYEES OF THE FOUNDATION OR SPOSATO AS SUCH EMPLOYEES ARE NOT DEEMED PUBLIC EMPLOYEES AND ARE NOT CUSTODIANS OF PUBLIC RECORDS.**

## WORKPLACE HEALTH AND SAFETY

Match Education has an established policy of providing a safe workplace for all employees based on federal, state and local standards as well as proven “common sense” safety practices. Match Education strives to maintain working conditions that afford all employees a reasonable degree of comfort and protection from injury or dangerous situations while assuring orderly and efficient performance of duties. However, it is only through the combined efforts and interest of all employees that Match Education continue to be a safe place in which to work.

Employees are expected to work safely, observe safety regulations, and report unsafe conditions immediately to Human Resources.

## **ALCOHOL AND DRUG USE**

It is imperative that Match Education be a drug-free, alcohol-free, healthy, and safe workplace. As such, employees are required to report to work in appropriate mental and physical condition to perform their duties. No employee may use, possess, distribute, sell, or be under the influence of alcohol, illegal drugs, or marijuana while on Match Education property, conducting any business- or school-related activities, or at any time or place in the presence of students of the Charter. In addition, supplying alcoholic beverages or drugs to Charter or Sposato students is strictly prohibited.

All employees may, upon request, be required to undergo alcohol or drug testing at any time Match Education has reasonable suspicion to believe that the employee has violated this policy due to specific observations concerning the employee’s behavior, speech, body odors, or other indicators.

Under the Drug-Free Workplace Act, an employee must notify Match Education of a criminal conviction for drug-related activity occurring in the workplace. The report must be made within five (5) days of the conviction. Within 30 days after Match Education receives notice of such a conviction, the convicted individual may be disciplined up to and including immediate termination.

Match Education recognizes that there are times when the consumption of alcohol may be acceptable, such as at a Match Education holiday party. Only the moderate and limited use of alcohol is acceptable on such occasions. Employees are expected to remain responsible and professional at all times.

## **SMOKING POLICY**

The possession, use, and display of any tobacco product, paraphernalia or electronic cigarette is prohibited on Match campuses and within 500 feet (approximately the length of 1.7 football fields) of Match property by employees, consultants, contractors, visitors, parents and students at all times. This includes school buildings, administrative offices, restrooms, elevators, stairways, hallways, conference rooms, athletic fields, school buses and transportation vehicles, parking lots, sidewalks/walkways, and all other enclosed or outdoor areas on Match premises. Supplying tobacco products, paraphernalia or electronic cigarettes to Match students is strictly prohibited. This policy applies to off-campus school sponsored events and extra-curricular activities such as field trips and sporting events. Violators may be subject to civil penalties and/or disciplinary action.



# PERSONNEL POLICIES

## CLASSIFICATION OF EMPLOYMENT

Match Education maintains standard definitions of employment status and classifies employees for purposes of personnel administration and related payroll transactions according to the following definitions:

*Full-Time* - Employees regularly scheduled to work 30 hours or more per week. These employees are eligible for Match Education's full benefits package, subject to the terms, conditions and limitations of each benefit program. Full-time employees may be "exempt" or "non-exempt" as defined below.

*Part-Time* - Employees regularly scheduled to work between 20 and 30 hours per week. These employees receive all legally mandated benefits. Part-time employees may be eligible to participate in other benefit programs depending on the eligibility standards for each benefit.

*Temporary/Seasonal* - Employees hired for a special project or for a specific period of employment. These employees will be hired for a period not to exceed six (6) months. These employees do not receive any Match Education benefits other than those required by law.

*Exempt* - Employees whose positions meet specific tests established by the Fair Labor Standards Act (FLSA) and state law and who are exempt from minimum wage and overtime pay requirements. Executives, professional employees (such as teachers), and administrative positions are typically exempt.

*Non-Exempt* - Employees whose positions do not meet FLSA exemptions tests and are subject to the minimum wage and overtime provisions of the FLSA. These employees will receive time and one-half (i.e., one and one-half times) their regular hourly rate for all hours worked in excess of 80 hours actually worked in any bi-weekly period. All overtime hours must be pre-authorized by the supervisor of such non-exempt employee.

If an employee change positions during the course of employment as a result of a promotion, transfer or otherwise, he/she will be informed by Human Resources of any change in his/her exemption status. Please direct any questions regarding employment classification or exemption status to Human Resources.

## TERMS OF EMPLOYMENT

Your employment with Match Education is on an "at will" basis. This means that you or Match Education may terminate your employment for any reason and at any time, with or without cause. Although your job duties, title, compensation and benefits, as well as Match Education's benefit plans and personnel policies and procedures, may change from time to time, the "at will" nature of your employment may only be changed in an express written agreement signed by you and an authorized officer of Match Education.

## BACKGROUND CHECKS

All employees are required to give signed authorization for Match Education to complete a criminal record check

(CORI) for conviction and pending criminal case information only and fingerprint background checks. Match Education, in accordance with state law, must complete CORI and registered sex offender check (SORI) background checks on its new employees and contractors, and fingerprint background checks on certain employees. The purpose of this policy is to ensure the safety and security of our students and employees and to maintain the integrity of Match Education. To receive a copy of the Charter Background Checks Policy, please contact Human Resources.

## SEPARATION FROM EMPLOYMENT

The term “termination” applies to all forms of separation from employment. It is not intended to convey that the separation from employment was voluntary or involuntary.

Employees should make best efforts to provide Match Education with four (4) weeks’ notice prior to terminating their employment.

### **Return of Match Education Property**

Upon termination of employment from Match Education, employees must return all computer equipment, software, phones, supplies, keys, security access cards, parking cards, keys and fobs, employee work product (such as documents, manuals, and curricula), student information and other Match Education property. The equipment must be returned in person or packed professionally, insured, and returned to Match Education within one (1) week of separation. Match Education may take action to recoup any replacement costs and/or seek the return of company property through appropriate legal channels. In addition, upon termination, employees must comply with their requirements under the Match Education Comprehensive Written Information Security Plan (see Exhibit B).

### **Exit Interview**

Employees who resign are expected to participate in an exit survey during which they may provide their reasons for leaving, other impressions, and insights into areas for improvement for Match Education.

### **Insurance Continuation**

An employee’s medical and dental coverage remains in effect until the last day of the month of termination. Under the federal Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1985, in the event of termination of employment with Match Education or loss of eligibility to remain covered under the group medical insurance program, employees and/or their dependents may have the right to continue coverage under Match Education’s medical insurance program for a limited period of time at the employee’s own expense. COBRA coverage is not extended to employees terminated for gross misconduct. COBRA information will be provided via email following termination.

Coverage will cease only when Human Resources receives notification from the former employee in writing. The employee is responsible for all premium payments until written notification is given. For detailed information or questions about COBRA, please speak to Human Resources.

### **Final Paycheck**

An employee’s final paycheck will cover any days or hours worked which have not yet been compensated, as well as any accrued and unused personal days, and for Non-Charter-Based Employees (as defined below), any accrued and unused vacation days. Any deductions for medical and/or dental dependent benefit coverage necessary to cover the employee’s contribution for the month of termination will be made from the final paycheck. If an employee is no longer at Match Education on the date of the final paycheck, the paycheck or direct deposit record will continue to be available to him/her via the Match Education online paystub.

### **Address Change Notification**

Terminated employees should notify Match Education of any address changes during the calendar year in which the termination occurs so that year-end tax information may be sent to the proper address.

## **HOURS OF WORK**

The “whatever it takes” theme at Match Education impacts employees’ schedules. Teachers and administrative staff may work longer than the traditional 40-hour workweek in order to accomplish what needs to be done.

All employees are expected to maintain a consistent work schedule, and any alterations to that schedule must be approved in advance by an employee’s supervisor. In the event that an employee is ill or encountering problems with arriving on time, he/she should notify his/her supervisor by phone as soon as possible.

### **Overtime**

For all non-exempt employees, overtime consists of more than 40 hours worked in the workweek. Hours over 40 **must be approved by an employee’s immediate supervisor in advance.** Non-exempt employees will be compensated at 1 ½ times their regular rate of pay for work that is in excess of 40 hours worked in the workweek.

Sick time, personal time, holidays, or other paid time off is not counted as hours worked for purposes of calculating overtime. For example: if you are off for a holiday on Monday and then worked Tuesday through Saturday, 8 hours per day, you will be paid at your regular hourly rate for the 40 hours actually worked.

## **PUNCTUALITY AND ATTENDANCE**

Punctuality and regular attendance are expected of all Match Education employees. Employees should report to work as scheduled, on time and prepared to start work. If an employee intends to arrive at work after the start of his or her scheduled workday, he/she must inform his or her direct supervisor prior to the employee’s regular start time. Any employee who must be absent for any reason during work hours must inform his/her direct supervisor. Planned absences must be scheduled in advance with an employee’s supervisor and any unexpected absence or lateness must be immediately communicated to an employee’s supervisor by phone call.

If an employee fails to report for work without any notification to his/her supervisor, and the absence continues for a period of three (3) days, Match Education will consider that such employee has abandoned his/her employment and has voluntarily terminated employment with Match Education.

## **PAYROLL**

Match Education has a semi-monthly payroll schedule (24 pay periods per year) for all exempt employees and a bi-weekly payroll schedule (26 pay periods per year) for all non-exempt employees. It is encouraged that all employees sign up for direct deposit. All exempt employees will be paid every 15<sup>th</sup> and last day of each month unless these days fall on a weekend or holiday and every non-exempt employee will be paid every other Thursday unless these days fall on a weekend or holiday. In those instances where a pay day falls on a holiday or a

weekend, the payroll will occur the business day preceding the weekend or holiday. Non-exempt employees are required to record their time worked on a time sheet and it is important that these time sheets are timely submitted.

Match Education is required by law to withhold certain federal and state taxes from wages paid to employees. The rates at which these deductions are made and the total amount that must be withheld varies in accordance with

applicable law. Match Education also makes other payroll deductions, such as those relating to retirement plan contributions and health insurance premiums, upon authorization by the employee or in accordance with state and federal law governing deductions.

Following the end of each calendar year, no later than January 31, each employee will receive his or her Wage and Tax Statement (W-2) form. This statement summarizes the employee's income and deductions for the previous calendar year.

## **GARNISHMENTS**

If Match Education receives a court order to garnish an employee's wages, Match Education must comply with that order and reduce take-home pay by the amount specified. A wage garnishment can be released only at the direction of the federal, state, or local agency ordering the garnishment.

## **PERSONAL INFORMATION**

It is important that personal data of all employees, such as addresses, telephone numbers, name changes, number of dependents, beneficiaries, and tax withholding information be kept accurate and up-to-date. Employees are required to report any changes to Human Resources as soon as possible.

From time to time, a third party, such as a potential new employer seeking a reference, will request information about an employee or a former employee of Match Education. In the event that Match Education receives such a request, it will typically only disclose the individual's name, position, and dates of employment.

A personnel folder will be maintained for each employee which shall contain information about the employee, including, but not limited to, a resume or application for employment, an offer letter, benefit forms, letters of reference, formal evaluations and statement, job descriptions, exit interviews, and termination records.

An employee has the right to obtain a copy of his/her personnel folder within five (5) business days of a written request.

Employee information shall be maintained in accordance with the Match Education Comprehensive Written Information Security Plan (Exhibit B), which creates administrative, technical and physical safeguards for the protection of Personal Information (as defined therein) of Massachusetts residents.

## EMPLOYEE STANDARDS OF CONDUCT

All Match Education employees are expected and required to meet acceptable performance standards and otherwise conduct themselves in an appropriate manner during the course of their employment. The rules discussed below are published for informational purposes and to guide employee conduct on a day-to-day basis. This list is not meant to be all-inclusive, and various other circumstances may arise requiring the discipline and/or immediate termination of an employee. The rules described below are not intended to form any contract between Match Education and its employees as to the procedures to be followed concerning any rule violation.

Employees should be aware that violation of any of the following employee standards of conduct may result in disciplinary action, up to and including termination. Insubordination and/or being in disregard of, or inattentive to, working directions and instructions received from supervisor or refusal to comply with same.

1. Willful violation of government laws, rules and regulations, or Match Education policies.
2. Dishonesty of any kind in relation with Match Education, such as theft or pilferage of Match Education property, the property of other employees, or property of others entrusted to Match Education.
3. Unsatisfactory work performance or otherwise failing to perform work up to the standards expected of Match Education employees.
4. Excessive or unexcused absenteeism or tardiness, including the violation of any rule pertaining to attendance.
5. Misrepresentation of facts or falsification of records, including but not limited to, personnel records, reasons for requesting a leave of absence or time off, and information provided in connection with obtaining employee benefits or the misuse of such benefits.
6. Failure to return to work upon expiration of authorized leave, unless a valid excuse is given or the leave is extended.
7. Engaging in any acts of violence, fighting, or threats of violence.
8. Violating the Match Education Harassment and Discrimination Policy (Exhibit A) by engaging in, for example, sexual, verbal, physical, or visual forms of harassment directed at any person associated with Match Education.
9. Engaging in any commercial activity, including outside employment, which conflicts with or gives the appearance of conflicting with the interests of Match Education, without first having obtained the written consent to such activity by the CEO of the Foundation or Sposato, or the Executive Director of the Charter, as applicable.
10. Knowingly permitting unauthorized persons to be in or on Match Education property.

**CONFIDENTIALITY**

All employees are responsible for maintaining the confidentiality of information obtained by Match Education in its performance of services. Employees must follow Match Education policies and federal and state laws governing the privacy and confidentiality of such information, including, without limitation, student information.

Examples of confidential information include, but are not limited to:

- **Student information** to include, but not limited to, names, addresses, telephone numbers, email addresses, date of birth, place of birth, medical and academic information and other indirect identifiers. This information may not be stored on personal computers.
- **Financial information** to include, but not limited to, administrative procedures, financial reports, tax returns, and any/all other financial data of Match Education.
- **Employee information** to include, but not limited to, employee names, addresses, telephone numbers, email addresses, social security numbers, driver's license numbers, financial account information, employee guidelines, wage rates, and benefits.
- **Business Information** to include, but not limited to, teaching and tutoring manuals, curriculum related documents, software programs, and training materials.

**Any information about Match Education and students of the Charter and Sposato is considered to be confidential and is not to be disclosed to anyone unless it is specifically authorized by a policy or by an employee's supervisor and is fundamental to the fulfillment of that employee's responsibilities.** When in doubt about whether certain information may be disclosed to individuals outside of the organization, employees should ask their supervisors.

Match Education is a frequent target of random solicitations and requests for information about its business operations. Please refer such solicitations or requests to the Communications Director. In addition, all public record requests should be referred to the General Counsel.

For more information about the confidentiality of employee and student information, please refer to the Comprehensive Written Information Security Plan (Exhibit B), the Sposato Student Records Policy and the Charter Student Records Policy (provided upon request).

## WORK PRODUCT OWNERSHIP

All Match Education employees must be aware that Match Education retains legal ownership of the product of their work. No work product created while employed by Match Education can be claimed, construed, or presented as property of the individual, even after employment by Match Education has been terminated or the relevant project completed unless mutually agreed otherwise in writing. This includes written and electronic documents, curricula, audio and video recordings, system code, and also any concepts, ideas, or other intellectual property developed for Match Education, regardless of whether the intellectual property is actually used by Match Education. Although it is acceptable for an employee to display and/or discuss a portion or the whole of certain work product as an example in certain situations (e.g., on a resume), one must bear in mind that information classified as confidential must remain so even after the end of employment, and that supplying certain other entities with certain types of information may constitute a conflict of interest. In any event, it must always be made clear that work product is the sole and exclusive property of Match Education.

## DRESS CODE

Employees are expected to dress professionally and in business attire. This is especially important at the Charter sites because a dress code is required for students and formality is built into school culture. Employees should

look more professional than students. Match Education employees should present a positive role model in dress and behavior for students at all times. Match Education expects employees to exercise good judgment in personal attire. Clothing should be clean, neat and appropriate. For example, slacks and collared shirts for men, and blouses, dress slacks, or skirts for women.

- Any clothing that allows the midriff, cleavage, undergarments, or bare back to be exposed is not permitted.
- No mini-skirts, shorts, blue jeans, excessively tight pants, skirts or leggings, tee shirts, or tank tops.
- No athletic shoes or noisy flip flops.
- Clothing, patches, buttons, pins, jewelry, and bags that have any of the following negative or derogatory images or language are not permitted: sexually suggestive writing/pictures; advocate violence, advertise or promote the use of tobacco, alcohol, or drugs; have double meaning wording or obscene language/gestures/slurs.

Charter employees may be subject to additional guidelines set forth in the staff handbooks provided by their specific school.

## LANGUAGE

Employees must always closely monitor how they use language and how they permit it to be used in and out of the classroom and in the presence of students.

## EMPLOYEE COMPLAINT PROCEDURES

Differences of opinion occasionally arise between individuals in an organization. It is in the best interest of Match Education that such conflicts be timely and satisfactorily resolved. Only complaints or replies to complaints that are of extreme significance or that are separately covered in other policies (such as the Bullying and Prevention Plan, the Harassment and Discrimination Policy, etc.) need be in writing. Open discussion is encouraged so that employee grievances and complaints may be resolved to the satisfaction of all concerned. Employees who submit a complaint under this procedure will not be harassed nor will any reprisals be taken. However, employees are not to disrupt or interfere in any manner with the work of any other employee.

1. Any employee having a grievance or complaint relating to his/her status or conditions of employment should first discuss the problem with his/her supervisor.
2. If, after a preliminary discussion, the employee is unsatisfied, the employee is encouraged to discuss the situation with Human Resources. Human Resources will consider the complaint and will inform the employee of its conclusions.
3. If the employee still feels that no satisfactory conclusion has been offered, the employee may request an appointment with Human Resources orally or in writing. If Human Resources decides to schedule a meeting, the employee and others concerned may be asked to attend in order to make a final determination of the employee's complaint.

Note: While employees are encouraged to utilize the procedures discussed above, these procedures are not intended to create any contract between Match Education and any employee concerning the procedures that will

be followed in handling any employee concerns, including termination of employment. The supervisor acting with approval of the CEO of the Foundation or Sposato, or the Executive Director of the Charter, as applicable, shall have the right to dismiss any employee at any time.

## SECURITY

General security is the responsibility of all employees during regular business hours. Employees should lock doors and make sure all windows are closed and locked when exiting a room. Storage closets should never be left open. All employees are expected to question any unknown person seen wandering throughout the hallways and should not open exterior doors for unknown persons. Never attempt to force any individual to leave a building if she/he is uncooperative. Contact the front office for security assistance or call the police (911).

Keys and Key Fobs: For the security of Match Education, all staff is expected to exercise great care in handling their keys. When one person loses a key it leaves multiple people at risk. Please follow these simple procedures regarding the use and handling of Match Education keys:

- All employees requesting keys must have prior authorization by their supervisor.
- Keys can be picked up from Director of Operations.
- Keys are the property of Match Education and must be returned to Human Resources at the completion of the school year or upon termination of employment.
- Lost keys must be reported immediately to Human Resources.
- Employees are NEVER to have duplicates of keys made or give another individual any duplicate keys.
- Never give keys to any other person to use. If an employee arrives at the workplace without keys, the front desk will let him/her in.
- Information on combination locks should NOT be given to anyone under any circumstances without prior approval of an employee's supervisor. Failure to comply with this policy could result in disciplinary action up to and including termination.

Employees found to be negligent in disbursement of unauthorized keys or loss of keys could be held responsible for the total cost of re-keying the entire key system.

Visitors in the Workplace: To maintain the safety and security of Match Education, only authorized visitors are allowed on Match Education's premises. Unplanned visits should be kept to a minimum as they may diminish productivity.

Video and Audio Recordings: Match Education may use video camera surveillance in hallways, stairwells, entrances and other locations in which employees and students have no reasonable expectation of privacy. Such video recordings may be used for safety and disciplinary purposes. In addition, Match Education may video and audio classrooms for professional development and teacher evaluation purposes.

## EMERGENCY PROCEDURES

All facilities are equipped with a fire detection system. Fire drills are held on a regular, unannounced basis. When an evacuation is required, ALL persons in a facility MUST evacuate immediately, even in the case of a drill. At all Charter sites, teachers are to exit their classrooms, turn off the lights, secure their class roster and escort their students, as a group, out of the building to a designated safe place.

For additional information regarding emergency procedures, please refer to the Emergency Procedures manual



which provides detailed procedures in the event of various emergencies, including emergency evacuation and lockdown procedures. Employees will receive the Emergency Procedures manual at orientation, and/or may request a copy from Human Resources.

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## **CHILD ABUSE AND NEGLECT**

Employees of Match Education who are mandated reporters, as defined in the Child Abuse and Neglect Policy (Exhibit C), are legally required to report any suspected child abuse or neglect to the Department of Children and Families, and are required to follow the policy and procedures set forth in the Child Abuse and Neglect Policy.

## EMPLOYEE BENEFITS

The following section provides general information about the insurance and other benefits currently offered by Match Education. From time to time, these benefits may change. Details of insurance plans described in this policy are contained in booklets written by the insurance carrier and called summary plan descriptions ("SPDs"), which are available through the office of Human Resources. Coverage of specific situations and benefits are determined by the insurance carrier. Employees should read the SPD for each plan carefully.

### GROUP HEALTH INSURANCE

All full-time and part-time employees are eligible for group health insurance. Employees may enroll at the time of hire or during the annual open enrollment period. However, if an employee experiences a qualifying event, including, but not limited to, the termination of other health insurance coverage, marriage, birth, or adoption, the employee may register for health and dental coverage within 30 days of that qualifying event.

#### Group Health Plan

Match Education participates in a group health insurance plan. Employees may select individual, individual-plus-one, or family coverage types. Employees contribute a portion of the monthly premium, while the remainder is covered by Match Education. For further information about the plan and what is covered, please refer to Benefits at a Glance, the Plan Document, or contact Human Resources.

### GROUP DENTAL INSURANCE

All full-time and part-time employees are eligible for group health insurance. Match Education participates in a group dental insurance plan. Participating dentists are reimbursed through a combination of insurance payments and patient co-payments. Employees may select individual or family coverage types. Employees contribute a portion of the monthly premium, while the remainder is covered by Match Education. For further information about the plan and what is covered, please refer to Benefits at a Glance, the Plan Document, or contact Human Resources.

### LIFE AND DISABILITY INSURANCE

Match Education provides employer-paid life and disability insurance to all full-time employees. In the event of death, the employee's beneficiary will receive an amount equivalent to the annual salary of the employee under the life insurance policy.

Match Education provides both short-term and long-term disability coverage. Under short-term disability, employees may immediately receive benefits for a disability due to an injury and seven (7) days after a disability due to sickness. Long-term disability begins 90 days following the injury or on the date an

employee's short-term disability coverage ends.

## RETIREMENT PLAN

### **OBRA**

The Charter is a local government employer, and under the Omnibus Budget Reconciliation Act of 1990 (OBRA), it may opt out of Social Security and into the Massachusetts Deferred Compensation SMART Plan (SMART Plan). OBRA employees contribute a legally-mandated percentage (7.5% as of the date hereof) of their pre-tax dollars into their retirement through the SMART Plan. OBRA is mandatory for any Charter employee who does not participate in the Massachusetts Teachers' Retirement System (MTRS).

Unlike Social Security or IRAs, money contributed to OBRA may be withdrawn upon voluntary or involuntary termination of employment regardless of age. If a participant no longer works for the Commonwealth of Massachusetts or a Massachusetts local government employer, he/she may take a lump-sum distribution or roll over his/her assets into another eligible employer-sponsored plan or traditional Individual Retirement Account (IRA).

Also, unlike Social Security, funds contributed to OBRA belong to the employee. (Social Security operates differently; money that is contributed is provided to individuals who are currently retired and receiving benefits.) OBRA mandatory contributions are automatically invested in a fund that is overseen by the Commonwealth of Massachusetts. This fund is conservatively managed, with a small monthly fee debited from a participant's account for administrative fees as required by OBRA. Participants will receive an annual statement reflecting contributions, earnings, fees, distributions and the total value of one's account.

### **Massachusetts Teachers Retirement System (MTRS)**

Teachers and certain administrators who work in Massachusetts public schools (including charter schools) must participate in MTRS. Instead of contributing to Social Security or OBRA, participants in MTRS contribute a legally-mandated percentage (11% as of the date hereof) of their pre-tax salary to this public retirement system.

MTRS is a defined benefit plan, which means that benefits are calculated according to a set formula. This formula considers years of creditable service, age at the time of retirement, and the last three (3) years' salary average. The MTRS benefit is not based solely on a participant's contributions and investment amount. More information about MTRS can be found on its website, <http://www.mass.gov/mtrs/>.

MTRS sends an annual statement of account to all active and inactive members who have a balance in their annuity savings account. This statement reflects personal data (name, address, date of birth, beneficiary designation) as well as financial information regarding any activity in an account, the amounts of after-tax contributions, pre-tax contributions, interest, and the total balance in the account as of the end of the previous calendar year.

### **403(b)**

All eligible employees may participate in the 403(b) plan. For more details, please contact Human Resources.

## WORKER'S COMPENSATION

Match Education provides workers' compensation insurance to all full-time and part-time employees. This insurance covers injuries and illnesses sustained in the course of employment that require medical, surgical or

hospital treatment. Any employee who sustains a work-related injury or illness should immediately inform his/her supervisor. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable eligible employees to qualify for coverage as quickly as possible. Neither Match Education nor its insurer will be liable for the payment of worker's compensation benefits for any injury that arises out of an employee's voluntary participation in any off-duty recreational, social, or athletic activity that is not part of, required by, or an expected part of the employee's work-related duties.

## EMPLOYEE LEAVE

### HOLIDAYS, PAID TIME OFF AND PERSONAL DAYS

Employees whose are based at the Charter, including, without limitation, all teachers, school leaders, school administrative and operations staff, nurses, and paraprofessionals, but not School Year Employees (as defined below) ("School-Based Employees"), receive paid days off on days on which the Charter closes for holidays or when school is in recess. The Charter schools typically follow the Boston Public Schools calendar for holidays and school recesses for students and teachers. Cafeteria workers and other similarly situated employees ("School Year Employees") receive paid days off on days on which the Charter closes for holidays and school recesses during the school year, and unpaid days off when school is in recess for summer break. School-Based Employees and School Year Employees do not receive paid vacation days.

All employees that are not School-Based Employees or School Year Employees ("Non-School-Based Employees") are not expected to work on the following public holidays: Labor Day, Thanksgiving Day and Thanksgiving Friday, Christmas Eve and Christmas Day, New Year's Day, Martin Luther King Day, President's Day, Memorial Day and July Fourth. In addition, an employee who is a veteran or a member of a department of war veterans as defined by

M.G.L. c. 4, Sec. 7(43) or M.G.L. c. 8, Sec. 17, respectively, who wishes to participate in a Veterans Day event in his/her community of residence, shall receive paid time off of sufficient time to participate in such

Non-School-Based Employees have a certain number of paid vacation days per fiscal year, as will be set forth in each employee's annual employment letter. Vacation days must be planned at least two (2) weeks in advance, be approved by an employee's supervisor and should not be scheduled during periods where the employee, or his or her department, experiences a high workload. If an employee's vacation request is denied by the supervisor he/she has the right to appeal this decision with the Director of Finance and Administration. Vacation days are available for use on the first day of the fiscal year (which runs from July 1 to June 30) and unused vacation days do not carry over year to year. Employees should keep track of the number of vacation days used during the fiscal year.

All full-time Match Education employees have three (3) days of personal leave per year which may be used for personal obligations that cannot be scheduled around work with prior supervisor approval. Personal days will be pro-rated for part-time employees. Employees must notify their supervisors of their proposed use of a personal day with as much advance notice as possible to minimize work disruptions. Personal days are available for use on the first day of the fiscal year and unused personal days do not carry over year to year. Employees should keep track of the number of personal days used during the fiscal year.

All Match Education employees may, at their discretion, take paid days and paid half days off to observe important religious holidays, including (but not limited to) the major Christian, Jewish and Muslim holy days. Absences of this sort are at the discretion of the employee, do not count towards paid personal days, and should be planned between the employee and his/her supervisor.

## SICK LEAVE

All Match Education employees have five (5) paid sick days per fiscal year, which are available beginning on the first day of the fiscal year. Requests for a sick day should be made to the employee's supervisor at least one (1) week before the requested day off, unless the day off is a result of an emergency. In the event of an emergency, such as a sudden illness, the employee must notify his or her supervisor as soon as possible by calling the supervisor's cell and work numbers – an email alone is not sufficient notification. It is encouraged that medical and dental appointments be scheduled outside of an employee's working hours whenever possible. Unused sick days do not carry over year to year.

In accordance with Massachusetts law, sick time may be used for an employee's or a close family member's physical or mental illness, injury or medical condition that requires medical or home care. Sick time may also be used for an employee's or a close family member's preventative medical care or routine medical appointment. For purposes herein, a close family member means an employee's child, spouse, parents or parents of a spouse. An employee may also use sick leave to address the physical, psychological and legal effects of domestic violence (see, Domestic Violence Leave, below).

Match Education shall not (1) consider an employee's use of sick time as a negative factor in any employment action, (2) otherwise subject such an employee to discipline, or (3) take any adverse action against an employee for supporting the rights of another employee or opposing practices that he/she believes are in violation of items and (2) herein.

In the event an employee takes three (3) consecutive sick days, Match Education may request reasonable medical documentation but in no event will Match Education require detailed information regarding the nature of the illness, nor will it delay an employee's taking of, or payment for, earned sick time because of a failure to provide the requested information. Documentation may also be required when an employee has four (4) unforeseeable absences within a three-month period.

If an employee takes a leave that extends beyond three (3) consecutive days, he or she may be placed on an extended medical leave and be paid in accordance with the Medical and Parental Leave Policy, below.

## DOMESTIC VIOLENCE LEAVE

Match Education is committed to the health and safety of our employees and their families. Should an employee or his/her family member be a victim of domestic violence or abusive behavior, he/she is encouraged to communicate with Human Resources about the situation. All employees are eligible for this leave.

An employee may take up to a maximum of 15 days of domestic violence leave in a 12 month period, if either the employee or his/her family member as described below is the victim of abusive behavior (such as domestic violence, stalking, sexual assault, or kidnapping), and the employee is:

- seeking medical attention, counseling, legal or other victim services;
- securing housing;
- obtaining a protective order from a court;
- appearing in court or before a grand jury; meeting with a district attorney or other law enforcement official;
- attending child custody proceedings; or

- addressing other issues directly related to the abusive behavior against the employee or family member of the employee.

For purposes of this policy, a family member includes:

- legally married spouses;
- persons in a substantive dating or engagement relationship AND who reside together;
- persons having a child in common regardless of whether they have ever married or resided together;
- a parent, step-parent, child, step-child, sibling, grandparent or grandchild; or
- persons in a guardianship relationship.

Employees should provide advance notice of the need for this leave unless there is an imminent danger to an employee or his/her family member's immediate health and safety or other emergency circumstances, in which case Match Education must receive notification within three (3) workdays that a leave was taken or is being taken for reasons covered by this policy. An employee taking this leave may be required to provide documentation evidencing that he/she or his/her family member has been a victim of domestic violence or abusive behavior within 30 days of the leave request. Such documentation will be kept confidential by Match Education, with some exceptions as provided in the law (such as being compelled to disclose such information by any federal or state law, a court order, etc.) and will be kept in the employee's employment record but only for as long as required for Match Education to determine an employee's eligibility for a leave. Such forms of documentation may include:

- A court-issued protective order or order of equitable relief
- An official document from a court, provider or public agency
- A police report or statement of a victim or witness provided to the police
- Official legal documentation attesting to perpetrator's guilt
- Medical documentation of treatment for the abusive behavior
- A sworn statement from the employee attesting to being a victim of abusive behavior
- A sworn statement from a professional who has assisted the employee or the employee's family member, such as a counselor, a social worker or a member of the clergy

Match Education will not retaliate or discriminate against an employee for an unauthorized absence so long as the employee provides documentation within 30 days of the leave (or if the employees takes consecutive days of unauthorized absences, within 30 days from the last unauthorized absence). Alleged perpetrators of domestic violence are not entitled to leave under this policy.

Employees may use unused sick, vacation or personal time to remain in paid status during a domestic violence leave, and use of such leave will run concurrently with leave under this policy. If no paid time off is available, leave under this policy will be unpaid. Match Education may, at its discretion, approve additional time off.

## MEDICAL AND PARENTAL LEAVE

In accordance with the Family and Medical Leave Act of 1993 (FMLA), Match Education will provide eligible employees with a family or medical leave for up to 12 work weeks in any rolling 12-month period, measured backward from the date an employee uses any FMLA leave. The leave may be paid, unpaid, or a combination of paid and unpaid depending on the circumstances as specified in this policy. If an employee is not eligible for a 12-week FMLA leave, he or she may be granted an eight (8) week parental leave in accordance with Massachusetts state law (see below), or a medical leave may be granted as a reasonable accommodation for a disability.

Match Education fully recognizes eligible employees' rights and employer's responsibilities under the Family and Medical Leave Act, applicable state and local family leave laws, and the Americans with Disabilities Act.

## **Family and Medical Leave Act**

**Eligibility:** To be eligible for FMLA leave, an employee must be employed by Match Education for at least 12 months or 52 weeks (not necessarily consecutive) and have worked at least 1,250 hours during the previous 12-month period.

**Types of Leave Covered:** FMLA leave may be taken for one or more of the following reasons:

- the birth of a child and to care for the newborn child within one (1) year of birth;
- the placement with the employee of a child for adoption or foster care and to care for the newly placed child within one (1) year of placement;
- to care for a spouse (including a same-sex spouse), child, or parent with a serious health condition; or
- to take a medical leave when the employee is unable to perform the functions of his/her position because of a serious health condition.

A "serious health condition" is an illness, injury, impairment, or physical or mental condition affecting the employee's or family member's health to the extent that (1) inpatient care is required in a hospital, hospice, or residential medical care facility, or (2) the condition requires continuing treatment by or supervision from a health care provider. Serious health conditions generally result in recurrent or lengthy absences for treatment or recovery.

A serious health condition involving "continuing treatment" by a health care provider includes: (1) a period of incapacity of more than three (3) consecutive calendar days and any subsequent treatment or period of incapacity relating to the same condition; (2) any period of incapacity due to pregnancy or prenatal care; (3) any period of incapacity or treatment due to a chronic serious health condition (e.g. diabetes, asthma, epilepsy); and (4) a period of incapacity which is permanent or long-term and for which treatment may not be effective (e.g., Alzheimer's disease). Note that "treatment" does not include the taking of over-the-counter medications such as aspirin, antihistamines, or salves; or bed-rest, drinking fluids, exercise, and other similar activities that can be initiated without a visit to a health care provider.

Examples of serious health conditions include, but are not limited to, most cancers, strokes, appendicitis, pneumonia, heart attacks, heart conditions requiring bypass or valve operations, back conditions requiring extensive therapy or surgical procedures, severe arthritis, pneumonia, severe nervous disorders, miscarriages, complications or illnesses related to pregnancy, childbirth and recovery from childbirth. Substance abuse may qualify as a serious health condition if certain conditions are met.

The following conditions are generally not serious health conditions: common cold, flu, earaches, upset stomach, minor ulcers, non-migraine headaches, routine dental and orthodontic problems, and periodontal disease. FMLA does not cover voluntary or cosmetic treatments (such as most treatments for orthodontia or acne) which are not medically necessary, unless inpatient hospital care is required.

Employees with questions about whether a particular situation qualifies as a serious health condition should consult with Human Resources.

**Procedure to Request a FMLA Leave:** To request an FMLA leave, the following procedures apply:

- A 30-day advance notice of the need to take FMLA leave is required when the need is foreseeable. If the need for a leave is not foreseeable because of a lack of knowledge of approximately when leave will be required to begin, a change in circumstances, or a medical emergency, then the employee must give as much notice as is possible under the particular circumstances involved.
- Within five (5) business days of receiving notice, Match Education will inform the employee of his or her eligibility status, and if the employee is determined to not be eligible for FMLA leave, state at least one



reason why. Match Education will also provide the employee with a Department of Labor Notice of Eligibility and Rights and Responsibilities.

- Match Education will provide the employee with a Designation Notice and notify the employee whether he or she is eligible for FMLA leave within five (5) business days of receiving complete medical certification, or if no medical certification is required, within five (5) business days of the employee's request to take a leave.

***Leaves Requested Because of Serious Health Condition:*** When an employee requests a leave because of a serious health condition, Match Education may require medical certification from the employee. If so, the following procedures will apply:

- Match Education will inform the employee of this requirement on the Department of Labor Notice of Eligibility and Rights and Responsibilities. The employee must submit such certification within 15 calendar days of Match Education's request. The certification must support the need for leave due to a serious health condition affecting the employee or the employee's spouse, child or parent, and include the date the serious health condition began, its anticipated duration, diagnosis, and a brief statement of treatment, along with a statement of the employee's intent to return to work.
- If the request for leave is for a medical leave because of the employee's own serious health condition, the required medical certification must also include a statement that the employee is unable to perform the essential functions of the employee's position and should note any type of activities the employee can perform.
- If the request for leave is to care for a seriously ill family member, the certification must include a statement that the patient requires assistance and that the employee's presence would be beneficial or desirable.
- If Match Education determines that there are any deficiencies in the certification, the employee must correct such deficiencies within seven (7) days.
- Periodic reports may be required during FMLA leave regarding the employee's status, anticipated duration of leave, and intent to return to work.
- Match Education has the right to ask for a second opinion if it has reason to doubt the certification. Match Education will pay for the employee to get a certification from a second doctor, which Match Education will select. Further, if necessary to resolve a conflict between the original certification and the second opinion, Match Education will require the opinion of a third doctor. Match Education and the employee will jointly select the third doctor, and Match Education will pay for the opinion. The third opinion will be considered final. Match Education shall provide the employee with a copy of the second and/or third opinion upon request within five (5) business days.
- Match Education requires that an employee who is returning to work after taking an FMLA leave due to his or her own serious health condition that impacts his or her job responsibilities who is not on an intermittent or reduced schedule provide a fitness-for-duty certification with respect to the particular health condition that caused the employee's need for FMLA leave.

When medically necessary, employees may take FMLA leave on an intermittent basis, or by reducing their normal weekly or daily work schedule to care for a sick spouse, child or parent, or because the employee is seriously ill and unable to work. To be eligible for an intermittent or reduced schedule leave, the employee must give thirty (30) days' notice, if the leave is foreseeable, and the medical certification must include dates and the duration of treatment and a statement of medical necessity for taking intermittent leave or working a reduced schedule. Further, the employee must discuss with his or her supervisor the scheduling of such leave to minimize disruption

to the operations of Match Education, and Match Education may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule.

***Leaves Requested Because of the Birth, Adoption, or Placement of a Child:*** A leave for birth or placement for adoption or foster care must conclude within 12 months of the birth or placement. Such a leave must be taken consecutively and cannot be taken intermittently and shall run concurrently with a leave taken under the Massachusetts Parental Leave Act.

Match Education treats childbirth, pregnancy and a condition related to pregnancy, including, but not limited to, lactation, or the need to express breast milk for a nursing child in accordance with the Pregnant Workers Fairness Act and Title VII of the 1964 Civil Rights Act as amended by the Pregnancy Discrimination Act of 1978 with respect to all aspects of employment, including recruitment, hiring, training, promotion and benefits.

***Military Family Leave Entitlements:***

Qualifying Exigency Leave: Eligible employees whose spouse, son, daughter or parent is a member of the National Guard or Reserves who is under a call or order to active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation, or is a member of the regular Armed Forces who has been deployed to a foreign country, may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies encompass a wide range of specific activities, including attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

To request a qualifying exigency leave, the employees must provide notice of the need for the leave as soon as possible. The first time an employee takes a qualifying exigency leave, Match Education may request that the employee provide a copy of the covered military member's active duty order or other such documentation issued by the military, and the dates of the covered military member's active duty service. In addition, Match Education may require that the employee complete Form WH-384 in order to obtain qualifying exigency certification. Such certification must be provided within 15 days of Match Education's request.

Military Caregiver Leave: Eligible employees who are the son, daughter, parent, or next of kin of a covered servicemember with a serious injury or illness may take up to 26 weeks of leave to provide care for such a service member during a single 12-month period. A covered servicemember is (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness, or under other limited circumstances. A serious injury or illness is an injury or illness incurred by a covered servicemember in the line of duty on active duty that may render the servicemember medically unfit to perform the duties of the member's office, grade, rank, or rating, including an illness or injury that existed before the servicemember's active duty and that was aggravated by service in the line of duty on active duty.

To request a military caregiver leave, an employee must provide 30 days notice for planned medical treatment, and when 30 days advance notice is not possible, the employee must provide notice as soon as practicable. In addition, Match Education may require that the employee complete Form WH-385 in order to obtain qualifying exigency certification. Such certification must be provided within 15 days of Match Education's request.

***Paid Status:*** When taking a FMLA leave under this policy (other than a leave for the birth, adoption, or placement of a child – see Parental Leave Benefits, below), depending on an employee's circumstances, an employee may be eligible for benefits under Match Education's short term disability plan which will commence after the first week of FMLA leave. Employees may use any unused paid time off (personal, vacation or sick days) to remain in paid status

during an otherwise unpaid period of FMLA leave, and use of such leave will run concurrently with leave under this section. FMLA leave (other than for the birth or adoption of a child) shall run concurrently with any other leave to which an employee is eligible. An employee who participates in the Match Education group health insurance plan will be responsible for paying his/her portion of the insurance premium while on leave.

### **Massachusetts Parental Leave Law**

Match Education fully recognizes eligible employees' rights and employer's responsibilities under the Massachusetts Parental Leave Law. Staff members who have been employed by Match Education for three (3) months are provided up to eight (8) consecutive weeks of leave for the birth of a child, adoption of a child under the age of 18 (or the age of 23 if the child is mentally or physically disabled), or the placement of a child with an employee pursuant to a court order. An employee must give at least two (2) weeks' notice to Match Education of the anticipated leave date and his/her intention to return, or provide notice as soon as practicable if the reason for the leave is beyond the individual's control.

Upon return from a parental leave, the employee will be reinstated to his/her previous, or a similar position with the same status, pay and length of service credit, where applicable, as of the date of the leave, unless there has been a layoff for employees in similar positions or other changes in operating conditions affecting employment during the period of such leave. The rights under the previous sentence will apply to an employee whose leave has been extended beyond eight (8) weeks at the discretion of Match Education unless the employee is informed in writing prior to the commencement of the parental leave, and prior to any subsequent extension of that leave, that taking longer than eight (8) weeks of leave will result in the denial of reinstatement or loss of other rights and benefits. Parental leave shall not affect an employee's right to receive vacation time, sick leave, bonuses, seniority and other benefits for which the employee was eligible at the time of leave.

***Paid Status:*** Current employees on parental leave will be paid as follows: 100% for week 1, 40% for weeks 2-6 (during this period, the employee may also receive short-term disability benefits, if eligible), and 100% for weeks 7-

8. Employees may take a subsequent consecutive four (4) weeks of unpaid leave. The paid portion of parental leave will commence at the earlier of the first day an employee is absent due to the birth or adoption of the child, or within ninety (90) days of the event triggering the right for parental leave (i.e., the birth or adoption of a child). Any delay in commencing parental leave beyond 90 days of the triggering event date will result in the forfeiture of paid leave. Parental leave runs concurrently with FMLA leave for the same qualifying event, paid holidays, and for School-Based Employees and School Year Employees, paid-time off (such as during school recesses).

### **Other Considerations for a Medical or Parental Leave**

Should any employee who is on any leave not return to work when expected, he or she will be considered to have voluntarily terminated his or her employment with Match Education. Advance supervisor approval is required for any leave that extends beyond the period of time set forth herein.

T- pass, parking and cell phone benefits will not be continued while an employee is on leave. Medical and dental benefits will be continued when an employee is on a parental leave or an FMLA leave. If an employee is covered on Match Education's medical or dental plans, he/she will be responsible to pay his/her employee contribution during a leave. An employee who has exhausted his/her FMLA or parental leave but continues to be on an authorized leave of absence may be subject to COBRA and responsible for paying the cost of the premiums to continue coverage during the leave period.

## **MILITARY LEAVE**

A military leave of absence will be granted to employees who are absent from work because of service in the U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). Advance notice of military service is required unless military necessity prevents such notice or it is otherwise impossible or unreasonable.

Employees may use unused vacation or personal time to remain in paid status during a military leave of absence, and use of such leave, as well as any other leave to which the employee is eligible, will run concurrently with leave under this policy. If no accrued time is available, leave under this policy will be unpaid. Continuation of health insurance benefits is available as required by USERRA based on the length of the leave and subject to the terms, conditions and limitations of the applicable plans for which the employee is otherwise eligible.

Employees on military leave for up to 30 days are required to return to work for the first regularly scheduled workday after the end of service, allowing reasonable travel time. Employees on longer military leave must apply for reinstatement in accordance with USERRA and all applicable state laws.

Employees returning from military leave will be placed in the position they would have attained had they remained continuously employed or a comparable one depending on the length of military service in accordance with USERRA.

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## **SMALL NECESSITIES LEAVE ACT**

In addition to the twelve (12) weeks of family and medical leave provided under the Family and Medical Leave Act, eligible employees may request up to 24 hours of leave per fiscal year (July 1 through June 30) for the following reasons:

- to participate in school activities directly related to the educational advancement the employee's child, such as parent-teacher conferences or interviewing for a new school;
- to accompany a child of the employee to routine medical or dental appointments such as checkups or vaccinations; or
- to accompany an employee's elderly relative (at least 60 years of age) to routine medical or dental appointments or appointments for other professional services related to the elder's care, such as interviewing at nursing or group homes.

Employees are eligible for small necessities leave if they have completed 12 months of service prior to commencement of leave and have worked at least 1,250 hours in the 12 months prior to the leave. Employees are required to use any unused paid time off (personal days, vacation days, or sick days) to remain in paid status during a leave under this policy, and use of such leave will run concurrently with leave under this policy. If no accrued time is available, small necessities leave will be unpaid.

Where the need for a small necessities leave is foreseeable, the employee must request the leave not later than seven (7) days in advance. If the need for the leave is not foreseeable, the employee should provide notice as soon as practicable under the circumstances.

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## **JURY DUTY**

It is an employee's civic duty to report for jury duty whenever called. If an employee receives a jury summons, the employee must notify his/her supervisor immediately. All employees will be paid up to three (3) working days for jury service provided that no petition to be excused from such service due to hardship has been granted. Match Education may, at its discretion, approve additional time off. Upon request, an employee must provide written notice of service from the court in which jury service was performed in order to receive wages for jury duty.

The employee must report to work on days or parts of days when he or she is not required to report to jury duty. If an employee does not return to work immediately after jury duty ceases, Match Education will assume that the employee has resigned. Jury duty leave is available to all employees, and Match Education will not penalize nor terminate an employee because of jury service.

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## **WITNESS DUTY**

An employee who is required by law to appear in court as a witness should give Match Education reasonable advance notice of the absence and provide evidence of the required appearance. Employees are required to use any unused paid time off (personal or vacation days) to remain in paid status during a leave under this section, and use of such leave will run concurrently with leave under this policy. If no accrued time is available, leave under this section will be unpaid.

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## **VOTING TIME**

Match Education encourages all employees to fulfill their civic duty by voting. Match Education will make accommodations for employees to vote on an election day; however, it is preferred that employees arrange to do so before or after work.

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## **BEREAVEMENT LEAVE**

All Match Education employees are eligible for bereavement leave. In the event of the death of an employee's child (biological, adopted, foster, step, or legal ward), parent (biological, adopted, foster, step, or in-law), spouse (married or domestic partner) or sibling, he or she may take up to three (3) consecutive scheduled work days off with pay. Match Education may, at its discretion, approve additional time off.

## Exhibit A

### **Harassment and Discrimination Policy for Employees and Volunteers of: MATCH CHARTER PUBLIC SCHOOL THE CHARLES SPOSATO GRADUATE SCHOOL OF EDUCATION, INC. THE MATCH FOUNDATION, INC.**

#### **Guiding Value**

Match Charter Public School, The Charles Sposato Graduate School of Education, Inc. (“CSGSE”), and The Match Foundation, Inc. (collectively, “Match Education”) is committed to providing a professional work and school environment free from all forms of discrimination and conduct that could be considered harassing, coercive, bullying or disruptive, including sexual harassment.

#### **Policy**

Our policy is straight forward and zero tolerance. We do not discriminate or tolerate any form of harassment in our workplace or on our campuses on the basis of race, color, sex, sexual orientation, gender identity, age, national origin, disability, religion, veteran status, pregnancy or a condition related to pregnancy, including, but not limited to, lactation, or the need to express breast milk for a nursing child, and any other class of individuals protected from discrimination under state or federal law in any aspect of the access to, admission, or treatment of students in its programs and activities, or in employment and application for employment. Questions about sex discrimination and Title IX should be directed to the Title IX Coordinator at [TitleIXCoordinator@matcheducation.org](mailto:TitleIXCoordinator@matcheducation.org). We expect employees and volunteers to treat each other with the dignity and respect each of us deserves. Supervisors are expected to maintain work and learning environments free of intimidation and harassment and to respond immediately and appropriately to any complaints of harassment.

Harassment of employees, volunteers or students occurring on any of the campuses of Match Education or in other settings in which employees, volunteers or students may find themselves in connection with their affiliation with Match Education is unlawful and will not be tolerated by this organization. To achieve our goal of providing an environment free from harassment, the conduct that is described in this policy will not be tolerated and we have provided herein a procedure by which inappropriate conduct will be dealt with, if encountered by employees or volunteers.

Each employee and volunteer is expected to adhere to the policy and to report any incidents of harassment against employees or volunteers of Match Education or students of Match Charter Public School or CSGSE. Because Match Education takes allegations of harassment seriously, we will respond promptly to complaints of harassment and where it is determined that such inappropriate conduct has occurred, we will act promptly to eliminate the conduct and impose such corrective action as is necessary, including disciplinary action up to and including dismissal where appropriate. Retaliation against an individual who has complained about harassment, and retaliation against an individual for cooperating with an investigation of a harassment complaint is unlawful and will not be tolerated by this organization.

Please note that while this policy sets forth our goals of promoting an environment that is free of harassment, the policy is not designed or intended to limit our authority to discipline or take remedial action for conduct which we deem unacceptable, regardless of whether that conduct satisfies the definition of harassment.

#### **Definition**

Harassment includes verbal or physical conduct which may offend, denigrate, or belittle any person because of, or due to any of the characteristics described above. Such conduct includes pictures, jokes, comments, innuendoes or any other behavior which creates an environment that is intimidating, hostile, or offensive to anyone.

While all types of harassment are prohibited, sexual harassment requires particular attention. In Massachusetts, the definition of sexual harassment is as follows:

Sexual harassment is any unwelcome sexual conduct on the job, including sexual advances, requests for sexual favors, and/or other verbal or physical conduct of a sexual nature when:

- (a) submission to or rejection of such advances, requests or conduct is made either explicitly or implicitly a term or condition of employment or as a basis for employment decisions regarding an employee or as a basis of educational, disciplinary, or other decisions affecting a student; or,
- (b) such advances, requests or conduct have the purpose or effect of unreasonably interfering with an individual's work performance, education or participation in extra-curricular activities by creating an intimidating, hostile, humiliating or sexually offensive environment.

Under these definitions, direct or implied requests by a supervisor for sexual favors in exchange for actual or promised job benefits such as favorable reviews, salary increases, promotions, increased benefits, or continued employment constitutes sexual harassment.

The legal definition of sexual harassment is broad and in addition to the above examples, other sexually oriented conduct, whether it is intended or not, that is unwelcome and has the effect of creating an environment that is hostile, offensive, intimidating, or humiliating to male or female workers may also constitute sexual harassment. Furthermore, sexual violence, including rape, sexual assault, sexual battery and sexual coercion are also forms of sexual harassment.

While it is not possible to list all those additional circumstances that may constitute sexual harassment, the following are some examples of conduct, which if unwelcome, may constitute sexual harassment depending upon the totality of the circumstances including the severity of the conduct and its pervasiveness:

- Unwelcome sexual advances -- whether they involve physical touching or not;
- Sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one's sex life; comment on an individual's body, comment about an individual's sexual activity, deficiencies, or prowess;
- Displaying sexually suggestive objects, pictures, cartoons;
- Unwelcome leering, whistling, brushing against the body, sexual gestures, suggestive or insulting comments;
- Dissemination of sexually explicit voice mail, emails, graphics, downloaded material or websites
- Inquiries into one's sexual experiences; and,
- Discussion of one's sexual activities.

### **Reporting**

If you are being harassed, are aware of harassment against other employees or volunteers of Match Education or students of Match Charter Public School or CSGSE, or are the victim of retaliation, you should report the conduct immediately.

Reporting the incident is a critical step in stopping the harasser, not only from harassing you but also from possibly harassing others. Write down when the incident(s) happened and any details so that you don't forget. Be prepared to tell exactly what happened, when it happened and if anyone else saw or heard the incident.

Report any incidents of harassment immediately by notifying your supervisor or the General Counsel. These persons are also available to discuss any concerns you may have and to provide information to you about our policy on harassment and our complaint process. Reporting may be done in writing or orally.

### **Response**

When we receive the complaint we will promptly investigate the allegation. Complainants and alleged perpetrators will be told that Match Education will keep the complaint confidential to the extent practicable under the circumstances, that a prompt, neutral investigation into the allegations will take place, and that Match Education will not tolerate any form of retaliation against the complainant for having made the complaint or against other employees or volunteers for cooperating with the investigation.

The investigation will be conducted in such a way as to maintain confidentiality to the extent practicable under the circumstances. However, it may not be possible to withhold the complainant's identity from others involved in the investigation. Our investigation will typically include an interview with the person filing the complaint, the alleged perpetrator, and witnesses as appropriate depending on the circumstances. Match Education may also review documents, journals, recordings, photographs, voice mails, e-mails, telephone records, or other items that may be relevant to the allegations of harassment.

If it is determined that inappropriate conduct has occurred, we will act promptly to eliminate the offending conduct, and where it is appropriate we will also impose disciplinary action. Such action may range from counseling to dismissal, and may include such other forms of disciplinary action as we deem appropriate under the circumstances. Match Education will follow-up with the complainant and any witnesses to verify that that the conduct has not resumed and that such individuals have not suffered any retaliation. If you are a supervisor and fail to report or respond to complaints of harassment, or fail to act on knowledge of a violation of this policy, discipline up to and including termination may result.

Sexual harassment of minors may violate criminal laws or constitute child abuse under state law. Match Education will comply with all legal requirements governing the reporting of suspected criminal violations and cases of child abuse to the appropriate authorities.

In addition to the above, if you believe you have been subjected to unlawful harassment you maybe file a complaint with either or both of the following local government agencies. Each of the agencies has a short time period for filing a claim.

United States Equal Employment Opportunity Commission,  
JFK Federal Building,  
475 Government Center  
Boston, Massachusetts, 02203  
800-669-4000

Massachusetts Commission Against Discrimination,  
Boston office at One Ashburton Place  
Sixth Floor, Room 601  
Boston, MA 02108,  
617-994-6000

(Updated: November 2, 2017)



## EXHIBIT B

### Comprehensive Written Information Security Plan for MATCH CHARTER PUBLIC SCHOOL THE MATCH FOUNDATION, INC. THE CHARLES SPOSATO GRADUATE SCHOOL OF EDUCATION, INC.

#### *OBJECTIVES*

The objective of Match Education (as defined below) in the development and implementation of this Comprehensive Written Information Security Plan (the "Plan") is to create effective administrative, technical and physical safeguards for the protection of Personal Information (as defined below) of residents of the Commonwealth of Massachusetts, and to comply with our obligations under 201 CMR 17.00. The Plan sets forth our procedures for evaluating our electronic and physical methods of accessing, collecting, storing, using, transmitting, and protecting personal information of residents of the Commonwealth of Massachusetts.

#### *PURPOSE*

The purpose of the Plan is to:

- (a) Ensure the security and confidentiality of Personal Information (as defined below) retained in any form, including Personal Information in electronic or paper format, or stored on disks, jump drives or other mediums.
- (b) Protect against any anticipated threats or hazards to the security or integrity of such Personal Information.
- (c) Protect against unauthorized access to or use of such Personal Information in a manner that creates risk of identity theft or fraud.

#### *DEFINITIONS*

"Match Education" shall mean each of the following entities: (1) Match Charter Public School, a Massachusetts charter public school, (2) The Match Foundation, Inc., a Massachusetts nonprofit corporation, and (3) The Charles Sposato Graduate School of Education, Inc., a Massachusetts nonprofit corporation.

"Personal Information" means a Massachusetts resident's first name and last name or first initial and last name in combination with any one or more of the following data elements that relate to such resident: (a) Social Security number; (b) driver's license number or state-issued identification card number; or (c) financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number or password, that would permit access to a resident's financial account; provided, however, that "Personal Information" shall not include information that is lawfully obtained from publicly available information, or from federal, state or local government records lawfully made available to the general public.

The term "records" includes any material upon which written, drawn, spoken, visual or electromagnetic information or images are recorded or preserved, regardless of its physical form or characteristics.

#### *SCOPE*

In formulating and implementing the Plan, Match Education has (1) identified reasonably foreseeable internal and external risks to the security, confidentiality, and/or integrity of any electronic, paper or other records containing Personal Information; (2) assessed the likelihood and potential damage of these threats, taking into consideration the sensitivity of Personal Information; (3) evaluated the sufficiency of existing policies and procedures; (4) designed and implemented a Plan that puts in place safeguards to minimize security risks, consistent with the requirements of 201 CMR 17.00; and (5) committed to monitoring the effectiveness of those safeguards.

#### ***RISK MITIGATION POLICIES***

To guard against internal risks to the security of any records containing Personal Information, the following measures are effective immediately:

- a. Match Education will only collect Personal Information that is necessary to accomplish its legitimate business transactions or to comply with any and all federal, state or local regulations.
- b. Access to records containing Personal Information shall be limited to those employees whose duties have a legitimate need to access said records, and only for this legitimate job-related purpose.
- c. Employees are prohibited from keeping unsecured paper files containing Personal Information in their work area when they are not present.
- d. At the end of the day, all files containing Personal Information are to be returned to locked filing cabinets.
- e. Written and electronic records containing Personal Information shall be securely destroyed or deleted at the earliest opportunity consistent with business needs or legal retention requirements. Such records shall be disposed of in a manner that complies with M.G.L. c. 931 sec. 2 and as follows:
  - Paper documents containing Personal Information shall be either redacted, burned, pulverized or shredded so that personal data cannot practicably be read or reconstructed;
  - Electronic media and other non-paper media containing Personal Information shall be destroyed or erased so that Personal Information cannot practicably be read or reconstructed.
- f. Upon termination, employees must:
  - Surrender all keys, IDs, remote access, laptops, CDs, jump drives, diskettes, other portable storage devices or media, user accounts, and paper or electronic records of Match Education to the Data Security Coordinator, including, without limitation, all records of Match Education containing Personal Information, in any form; and
  - Provide to the Data Security Coordinator a list of all documents of Match Education in his or her possession, office or on his or her computer that contain Personal Information (including all such Personal Information stored on laptops or other portable devices or media, and in files, records, work papers, etc.).

#### ***DATA SECURITY COORDINATOR OBLIGATIONS***

Match Education has designated the Director of Finance and Administration as the as Data Security Coordinator responsible for implementing, supervising and maintaining the Plan, including the following specific responsibilities:

- a. Implementation of Computer System Safeguards: The Data Security Coordinator shall coordinate with IT personnel and third party providers to implement password and other safeguards on Match Education

computers to the extent that Match Education electronically stores or transmits Personal Information, such that:

Electronic access to user identification after nine unsuccessful attempts to gain access will be blocked.

Users will be required to update their passwords every 90 days.

Only passwords that are at least 8 characters long and include a mix of three of the four of the following: upper case letters, lower case letters, special characters (@#%\$%^&\*) and numbers, will be accepted.

Computers will be set up with time-out settings on.

Smartphones will be set up with password protections and with time-out settings on.

Access to Personal Information will be restricted to active users and active user accounts only, and access to electronically stored Personal Information shall be electronically limited to those employees having a unique log-in ID.

Reasonably up-to-date firewall protection and operating system security patches that are reasonably designed to maintain the integrity of the Personal Information are installed on all systems processing Personal Information.

Reasonably up-to-date versions of system security agent software (including malware protection and reasonably up-to-date patches and virus definitions) are installed on all systems processing Personal Information.

All Personal Information stored on Match Education-owned laptops or other portable devices must be encrypted, as must all records and files containing Personal Information that are transmitted across public networks or wirelessly. Encryption here means the transformation of data through the use of an algorithmic process, or an alternative method at least as secure, into a form in which meaning cannot be assigned without the use of a confidential process or key, unless further defined by regulation by the Massachusetts Office of Consumer Affairs and Business Regulation.

All computer systems will be monitored for unauthorized use of or access to Personal Information.

b. Review and Evaluation of the Plan:

The Data Security Coordinator shall perform the following reviews of the Plan's safeguards and evaluate and improve, where necessary, the effectiveness of the current safeguards for limiting such risks:

- Annual Review: Review of security measures should be performed at least annually.
- Business Practice Changes: Review of security measures should be performed whenever there is a material change in Match Education's business practices that may implicate the security or integrity of records containing Personal Information.
- After a Security Incident: Review after a Security Incident (as defined below), which review shall include a post-incident review of events and actions taken, if any, with a view to determining whether any changes in Match Education's security practices are required to improve the security of Personal Information for which Match Education is responsible.

- c. Confirmation of Third Party Providers' Compliance: The Data Security Coordinator shall:
- Evaluate the ability of existing and prospective third party service providers to comply with 201 CMR 17.00 in the handling of Personal Information for which Match Education is responsible.
  - Ensure that contracts with those services providers include provisions obligating them to implement and maintain appropriate security measures for Personal Information and to otherwise comply with 201 CMR 17.00 in providing the contracted services.
  - Obtain from each such service provider written certification that it has a written, comprehensive information security program that is in compliance with the provisions of 201 CMR 17.00.
  - Require any third party providing record storage to store any Match Education records and data in locked facilities, storage areas or containers.
- d. Employee Compliance and Training: The Data Security Coordinator shall:
- Distribute a copy of the Plan to each employee and obtain an Employee Acknowledgement in the form attached hereto as Exhibit A. Employees are encouraged to advise the Data Security Coordinator of any activities or operations which appear to pose risks to the security of Personal Information.
  - Perform employee training, including an annual training session for any owners, managers, employees and independent contractors, including temporary and contract employees, who have access to Personal Information. Training shall include education on the proper use of computer security systems.
  - Provide memo updates on the Plan, when required.
  - Impose disciplinary measures for violations of the Plan.
- e. Security after Employee Termination: The Data Security Coordinator shall:
- Confirm that IT blocks a terminated employee's physical and electronic access to Personal Information promptly upon termination. This will include disabling a terminated employee's remote electronic access to Personal Information and invalidating his/her voicemail access, e-mail access, internet access, and passwords.
  - Confirm that the terminated employee has surrendered all keys, IDs or access codes, badges, and the like, that permit access to Match Education's premises. The Data Security Coordinator shall maintain a secured master list of all user IDs, building passes, and keys.
- f. Maintenance of a Visitor Policy: The Data Security Coordinator shall:
- Coordinate with building management to ensure that visitors who are granted access to office space containing Personal Information should be required to sign-in with a photo ID at a designated reception area where they will be assigned a visitor's ID or guest badge. Visitors are required to wear said visitor ID in a plainly visible location on their body. Visitors must be accompanied by an approved employee in any area where files containing Personal Information are stored.
- g. Investigation of Breaches of Security or a Security Incident:



For purposes of this Plan, a “Security Incident” refers to any unauthorized use or acquisition of, or access to, Personal Information, including a breach of security or other incident that requires notification under M.G.L. c. 93H, § 3.

Internal Investigation: Once the Data Security Coordinator receives a written or oral report of any Security Incident, the Data Security Coordinator may take the following steps: (1) investigate the circumstances of the Security Incident; (2) confirm any facts set forth in the internal report; (3) consult with legal counsel for the firm as necessary; (4) identify and implement remedial efforts to prevent additional harm resulting from the Security Incident; (5) identify and implement remedial efforts designed to prevent similar Security Incidents in the future; and (6) assist Match Education’s internal legal counsel with preparation of the external report and notice described below.

Report to Attorney General, Director of Consumer Affairs: The Data Security Coordinator shall assist Match Education’s internal legal counsel in the preparation of a report to the Massachusetts Attorney General and the Director of the Massachusetts Office of Consumer Affairs and Business Regulation as soon as practicable after the Security Incident. Such report shall include, but shall not be limited to, the nature of the Security Incident, the number of Massachusetts residents affected by such Security Incident, and any steps Match Education has taken or plans to take relating to the Security Incident.

Notice to Affected Individuals. The Data Security Coordinator, with the assistance of Match Education’s internal legal counsel, shall prepare a notice to the individual(s) affected by the Security Incident as soon as practicable. Such notice shall include, but not be limited to, the right to obtain a police report in the event of any subsequent identity theft, how to request a security freeze and the necessary information to be provided when requesting the security freeze, and any fees required to be paid to any of the consumer reporting agencies. The notice shall not include the nature of the Security Incident or the number of people affected by such Security Incident.

Legal Consultation. The Data Security Coordinator shall consult Match Education’s internal legal counsel concerning any questions about the implementation of this paragraph and to determine whether any additional reports to any governmental entities may be required.

Responsive Actions; Post-Incident Review. At the conclusion of a Security Incident and its management, the Data Security Coordinator shall document all responsive actions taken, including copies of any reports and notices created, submitted, or received in connection with the Security Incident. Such documentation shall be reviewed by the Data Security Coordinator and senior management to evaluate the need for any changes in Match Education’s business practices relating to the protection of records containing Personal Information. The Data Security Coordinator shall document any recommended changes and the implementation thereof. The Data Security Coordinator shall maintain all documentation discussed in this subparagraph in a security log with a retention time of six (6) years from the date of the Security Incident.

## EXHIBIT C

### Child Abuse and Neglect Policy for: MATCH CHARTER PUBLIC SCHOOL

#### General Information

Massachusetts law requires that any person who is legally required to report suspected child abuse or neglect (a “mandated reporter”) who has reasonable cause to believe that a child under the age of 18 is suffering physical or emotional injury resulting from (1) abuse, including sexual abuse, (2) neglect, including malnutrition, or (3) physical dependence on an addictive drug at birth, shall immediately report this abuse or neglect to the Department of Children and Families (DCF) (either via the local area offices telephone directory or via the statewide DCF Child Abuse/Neglect Reporting Line, 1-800-KIDS-508 or the 24-hour reporting hotline: 1-800-792-5200).

Within 48 hours of the initial oral report, mandated reporters are required to notify DCF in writing. The report form can be found at <http://www.mass.gov/eohhs/docs/dcf/child-abuse-reporting-form.pdf> and should be sent by registered mail, with return receipt requested, to the appropriate DCF area office. A new report form must be completed for each new injury or re-injury.

In addition, a mandated reporter who has knowledge that a child under the age of 18 has died or suffered serious bodily injury as a result of abuse or neglect must make a report to the district attorney for the county in which the death occurred and the office of the chief medical examiner, and may make a report to DCF.

A mandated reporter who suspects the abuse or neglect of a child and fails to make a report is subject to criminal penalties. A mandated reporter who makes a report of suspected child abuse or neglect in good faith is immune from liability in any criminal or civil action filed in connection with the report so long as the reporter did not inflict the abuse or neglect.

#### *Who must report?*

Mandated reporters include medical practitioners and technicians, public and private school teachers and administrators, guidance counselors, attendance officers, psychologists, social workers, day care workers, foster parents, police and court officers, firefighters and others.

Any other person may report a case of child abuse or neglect when there is reasonable cause to believe that a child is suffering physical or emotional injury as a result of abuse or neglect.

For the sake of clarity, all employees and volunteers of Match Charter Public School, The Match Foundation, Inc., and The Charles Sposato Graduate School of Education, Inc. (collectively, “Match Education”) who fall under the definition of a “mandated reporter” above are considered mandated reporters under this policy.

#### *What to report?*

1. Mandated reporters must report to DCF the suspected abuse or neglect of a child under the age of 18 by a person responsible for the child’s health or welfare, including personnel at Match Education.

#### **Abuse**

Abuse means the non-accidental commission of any act by a caretaker upon a child that causes, or creates a substantial risk of, physical or emotional injury. This includes:

- physical, mental, or emotional injury by other than accidental means, i.e., beatings, cuttings, burns, broken bones, multiple bruises;
- physical dependency on an addictive drug at birth, and
- an act by a caretaker involving a child that constitutes a sexual offense in MA or any sexual contact between a caretaker and a child under the care of that individual.

## **Neglect**

Neglect is the failure of a caretaker either deliberately or through negligence or inability to take actions necessary to provide a child with minimally adequate food, clothing, shelter, medical care, supervision, emotional stability and growth, guardianship, or other essential care, provided that such inability is not due solely to inadequate economic resources or the existence of a handicapping condition.

### *Immunity*

Any person who makes a good faith report of abuse or neglect shall not be held liable in any civil or criminal action by reason of that report so long as the reporter did not cause the abuse or neglect.

Mandated reporters are required by law to share any relevant information about a student that DCF determines is relevant to its investigation of a case of suspected abuse or neglect, including student record information, without obtaining parental consent.

DCF is prohibited from disclosing the name of a reporter to the victim's family unless ordered by a court or required by statute such as when DCF is required to provide the 51A report to the District Attorney or other law enforcement.

### *Consequences for violations of the reporting requirement*

Any mandated reporter who fails to report suspected abuse or neglect of a child, or knowledge of a death or serious bodily injury resulting from child abuse or neglect, and any person who knowingly files a frivolous report will be subject to penalties as prescribed by law.

### *Prohibition of retaliation*

Retaliation or discrimination against any employee or volunteer for filing a good faith report of abuse or neglect, including a report of abuse or neglect by personnel at Match Education, or who testifies or is about to testify in any case involving child abuse or neglect, is strictly prohibited.

Any Match Education employee or volunteer who perpetuates, inflicts, or causes the abuse of any child, or who otherwise violates this policy, including the prohibition against retaliation, will be subject to discipline, up to and including termination.

## **Procedures for Reporting Suspected Child Abuse and Neglect Cases**

A Match Education employee or volunteer who suspects the abuse or neglect of a child under the age of 18 shall immediately:

2. Report his or her concerns to the principal of the child's school and confer with the school nurse. The nurse will be responsible for examining and documenting the child's physical condition immediately.
3. The principal will obtain the data to be used when reporting a case of suspected child abuse to DCF through discussions with school administrators, teachers, student support personnel, and a review of appropriate educational and health records.





4. After collecting the relevant information, the principal, in consultation with the reporting employee or volunteer, the nurse, and others as necessary, will determine whether there is reasonable cause to believe that the child may be suffering from abuse or neglect.
5. In the case of a disagreement concerning the need to report, the principal may not substitute his or her judgment for that of any mandated reporter. Although the agreement of all professionals involved is desirable, the principal **MUST** report to DCF even if he or she believes that the mandated reporter is mistaken in suspecting abuse or neglect. Failure to file a report as mandated by law will subject the principal (or other mandated reporters who fail to meet their statutory obligations) to disciplinary action.
6. To make a report of child abuse or neglect, the principal should immediately call the Screening Area Office of the DCF to report the case, or, if after 5:00 PM, the DCF Hotline number at 1-800-792-5200. The child who is the subject of the report may not be sent home from school before the verbal report has been made.
7. Within 48 hours of the initial oral report, the principal will send written notification to the DCF area office by registered mail. A confidential copy of the written notification form should be retained in the office of the principal or his or her designee.
8. If it is determined that an employee or volunteer of Match Education has perpetrated or caused the abuse or neglect of a child, the offending employee will be subject to discipline, up to and including termination. If a Match Charter Public School employee who is an educator is terminated as a result of an internal investigation regarding the abuse or neglect of a student, the principal will report the matter within 30 days to the Commissioner of Elementary and Secondary Education. In addition, Match Education personnel should take prompt and effective steps to investigate an allegation that an employee or volunteer has sexually harassed a student as per the Match Charter Public School Non-Discrimination and Harassment Policy for Students.
9. The principal, in consultation with others as necessary, will decide whether, how, when, and by whom the family and child will be notified of this report. Although Match Charter Public School is not required by law to notify the family, such notification is recommended unless the child could be placed at risk of further abuse or neglect. DCF and the police can provide guidance in making this determination.
10. DCF investigators who meet with personnel at Match Charter Public School should be asked to identify themselves and to verify their assignment to the case. School-based staff should encourage them to interview the child at home in the presence of his or her parent or guardian, unless the report has been filed against the child's parent or guardian. In this latter case, the interview of the child may be conducted in school in the presence of the principal or his or her designee and Match Charter Public School personnel should not inform the child's parents or guardians that the child was interviewed by DCF.
11. Certain cases reported to DCF (such as sexual abuse and exploitation, serious physical abuse, and others) will be referred by DCF to the police and the District Attorney's Office for investigation. In these circumstances, these agencies will typically conduct a multidisciplinary team investigation. This investigation will typically include interviews with the alleged victim(s), alleged perpetrator(s), and witness(es). Relevant investigative information will be provided to Match Charter Public School when appropriate, and as permitted by law.
12. Throughout the reporting, investigation, and follow-up process, school documentation must be maintained in a way that assures confidentiality. Accordingly, reports of suspected abuse or neglect will not be part of a child's educational record, but will instead be maintained separately. Match Charter Public School shall maintain files of the reports of suspected abuse or neglect for no more than five years.

13. The principal of each school will designate a representative who will ensure that, in the event of the absence of the principal, the above reporting procedures are followed as required by law.
14. In the event that the principal is the suspected offender, the principal's direct supervisor shall assume the principal's roles under this policy.

#### **EMERGENCY PROTOCOL**

In the event of a clear emergency where the life or safety of a child is in imminent danger, the principal or other mandated reporter should IMMEDIATELY notify the appropriate DCF area office and file the required 51A report. After 5:00 PM, the reporter should use the Child Abuse Hotline, at 1-800-792-5200. A written report must be filed within 48 hours.

DCF may take a child into immediate temporary custody, without parental permission or prior notice, if DCF has reasonable cause to believe that this action is necessary to protect him or her from further abuse or neglect.

**Emergency responses by DCF may include law enforcement, depending upon the nature of the incident reported.** If DCF seeks to exercise this authority in the school setting, the principal shall:

1. verify the DCF representative's identification in the student record;
2. contact the DCF representative's immediate supervisor to verify the need for the DCF action; and
3. maintain a log, which should be filed with the office copy of the 51A report, of the action, the DCF employee(s) and area office involved; and other pertinent information related to the suspected abuse or neglect.

For more information about the obligation to report cases of suspected abuse or neglect, please see the Department of Elementary and Secondary Education advisory at <http://www.doe.mass.edu/lawsregs/advisory/082010childabuse.html>

(Updated: May 19, 2015)

## EXHIBIT D

### Bullying Prevention Plan for MATCH CHARTER PUBLIC SCHOOL

#### I. LEADERSHIP

*School leadership at all levels of Match Charter Public School (“Match”) plays a critical role in developing and implementing the Bullying Prevention Plan (the “Plan”) in the context of other whole school and community efforts to promote positive school climate. Leaders have a primary role in teaching students and School Staff to be civil to one another and promoting understanding of and respect for diversity and difference. Leaders are responsible for setting priorities and for staying up-to-date with current research on ways to prevent and effectively respond to Bullying (as defined in Section VIII, below). Leaders work to involve representatives from the greater school and local community in developing and implementing the Plan.*

- A. Public involvement in developing the Plan. As required by M.G.L. c. 71, § 370, the Plan will be developed in consultation with teachers, School Staff (as defined in Section VIII, below), professional support personnel, school volunteers, administrators, community representatives, local law enforcement agencies, students, parents, and guardians. Consultation will include, at a minimum, notice and a public comment period before the Plan is adopted.
- a. **Teachers, School Staff, professional support personnel, school volunteers and administrators** will be emailed the draft plan each summer and will be given a deadline to provide feedback to leadership.
  - b. **Community representatives and local law enforcement agencies** will be given notice and a deadline for providing comments to leadership.
  - c. **Students, parents and guardians** will be notified of the draft plan and will be given an opportunity to provide feedback to leadership at Parent Advisory Council meetings (for parents) and school meetings (for students).
- B. Assessing needs and resources. This Plan is our blueprint for enhancing capacity to prevent and respond to issues of Bullying within the context of other healthy school climate initiatives. As part of the planning process, school leaders, with input from families and School Staff, assess the adequacy of current programs; review current policies and procedures; review available data on Bullying and behavioral incidents; and assess available resources including curricula, training programs, and behavioral health services. This “mapping” process will assist leadership in identifying resource gaps and the most significant areas of need. Based on these findings, we will revise or develop policies and procedures; establish partnerships with community agencies, including law enforcement; and set priorities.

At least once every four years Match will administer a Department of Elementary and Secondary Education-developed student survey to assess school climate and the prevalence, nature, and severity of bullying in our schools. Additionally, Match will annually report bullying incident data to the Department and will update the Plan at least biennially.

Leadership will conduct a needs assessment using the following techniques: 1) surveying students, School Staff, parents, and guardians on school climate and school safety issues; and 2) collecting and analyzing building-specific data on the prevalence and characteristics of Bullying (e.g., focusing on identifying vulnerable populations and “hot spots” in school buildings, on school grounds, or on school buses). This information will help to identify patterns of behaviors and areas of concern, and will inform decision-making for prevention strategies including, but not limited to, adult supervision, professional development, age-appropriate curricula, and in-school support services. Needs assessments will be conducted through in-person individual and group meetings in the spring and early summer, allowing leadership adequate time in the summer to implement new strategies. The Responsible Administrator (as defined below) of each Match school will together take ownership over conducting and responding to this needs assessment.

- C. Planning and oversight. For purposes of the Plan, “Responsible Administrators” shall mean, for Match High School (“MHS”), the Executive Directors or principals or his or her designee; for Match Middle School (“MMS”), the School Directors and Deans of Students or his or her designee; for Match Next, the principal or his or her designee; and for Match Community Day (“MCD”), the principal, assistant principal, Director of Operations or his or her designee. Responsibility for various aspects of the plan will be taken by the following administrators:

- 1) Receiving reports on Bullying – **Each school’s Responsible Administrator**
- 2) Collecting and analyzing building- and/or school-wide data on Bullying to assess the present problem and to measure improved outcomes – **Each school’s Responsible Administrator**
- 3) Creating a process for recording and tracking incident reports, and for accessing information related to Targets (as defined in Section VIII, below) and Aggressors (as defined in Section VIII, below) – **Each school’s Responsible Administrator**
- 4) Planning for the ongoing professional development that is required by the law – **Each school’s Responsible Administrator**
- 5) Planning supports that respond to the needs of Targets and Aggressors – **Each school’s Responsible Administrator**
- 6) Choosing and implementing the curricula that the school or district will use – **Each school’s Responsible Administrator**
- 7) Developing new or revising current policies and protocols under the Plan, including an Acceptable Use Policy, and designating key staff to be in charge of implementation of them – **Each school’s Responsible Administrator**
- 8) Amending student and staff handbooks and codes of conduct – **Each school’s Responsible Administrator**
- 9) Leading the parent or family engagement efforts and drafting parent information materials – **Each school’s Responsible Administrator**
- 10) Reviewing and updating the Plan each year, or more frequently – **Each school’s Responsible Administrator**

- D. Priority statement: The mission of Match is to prepare Boston children students to succeed in college and beyond, in particular, those who would be the first in their families to earn a college degree. We intend

this

school to serve a large number of English language learners. To that end, we are committed to providing all students with a safe learning environment that is free from Bullying, including Cyberbullying (as defined in Section VIII, below). This commitment is an integral part of our comprehensive efforts to promote learning, and to prevent and eliminate all forms of Bullying and other harmful and disruptive behavior that can impede the learning process.

## II. TRAINING AND PROFESSIONAL DEVELOPMENT

Under M.G.L. c. 71, § 37O we are required to provide ongoing professional development for all School Staff.

A. Annual School Staff training on the Plan. Annual training for all School Staff on the Plan will take place each summer. Training will include School Staff duties under the Plan, an overview of the steps that the Responsible Administrator will follow upon receipt of a report of Bullying or Retaliation (as defined in Section VIII, below), and an overview of the Bullying prevention curricula to be offered at all grades throughout the school. School Staff members hired after the start of the school year are required to participate in training during the school year in which they are hired, unless they can demonstrate participation in an acceptable and comparable program within the last two years.

B. Ongoing professional development. The goal of professional development is to establish a common understanding of tools necessary for School Staff to create a school climate that promotes safety, civil communication and respect for differences. Professional development will build the skills of School Staff members to prevent, identify, and respond to Bullying. As required by M.G.L. c. 71, § 37O, the content of professional development will be informed by research and will include information on:

- (i) Developmentally (or age-) appropriate strategies to prevent Bullying;
- (ii) Developmentally (or age-) appropriate strategies for immediate, effective interventions to stop Bullying incidents;
- (iii) Information regarding the complex interaction and power differential that can take place between and among an Aggressor, Target, and witnesses to the Bullying;
- (iv) Research findings on Bullying, including information about specific categories of students who have been shown to be particularly at risk for Bullying in the school environment;
- (v) Information on the incidence and nature of Cyberbullying; and
- (vi) Internet safety issues as they relate to Cyberbullying.

Professional development will also address ways to prevent and respond to Bullying or Retaliation for students with disabilities that must be considered when developing students' Individualized Education Programs (IEPs). This will include a particular focus on the needs of students with autism or students whose disability affects social skills development.

C. Written notice to staff. Leaders at Match will provide all School Staff and volunteers with an annual written notice of the Plan by publishing information about it, including sections related to School Staff duties and Bullying of students by School Staff, in the Employee Handbook.

### III. ACCESS TO RESOURCES AND SERVICES

A key aspect of promoting a positive school climate is ensuring that the underlying emotional needs of Targets, Aggressors, families, and others are addressed. The following strategies will be used to provide support and services necessary to meet those needs.

- A. Identifying resources. All staff at Match will work to support the creation of positive school environments. Early interventions will be implemented, as will intensive services when necessary. In spring and early summer of each year, leadership will use the needs assessment to identify existing and needed resources. If it is determined that our resources are insufficient to meet needs, we will determine the best strategies and implement changes, including adopting new curricula, reorganizing staff, establishing safety planning teams and identifying other agencies that can provide services.
- B. Counseling and other services. Counseling will be provided by contracted licensed professionals. When necessary, leadership will create partnerships with community based organizations to provide culturally and linguistically appropriate resources. The Responsible Administrators, along with social workers and other School Staff members, will develop safety plans for students who have been Targets of Bullying or Retaliation. Certain tools, including behavioral intervention plans and individualized groupings, already exist as resources and guidelines to provide social skills to prevent Bullying and intervention services for students exhibiting Bullying behaviors.
- C. Students with disabilities. As required by M.G.L. c. 71B, § 3, as amended by Chapter 92 of the Acts of 2010, when the IEP Team determines the student has a disability that affects social skills development or the student may participate in or is vulnerable to Bullying, harassment, or teasing because of his/her disability, the IEP Team will consider what should be included in the IEP to develop the student's skills and proficiencies to avoid and respond to Bullying, harassment, or teasing.
- D. Other students who may be at risk. Match recognizes that students may be more vulnerable to Bullying based upon actual or perceived differences related to race, color, religion, ancestry, national origin, sex, socio-economic status, homelessness, academic status, gender identity or expression, physical appearance, pregnant or parenting status, sexual orientation, mental, physical, developmental or sensory disability or by associations with other people who may have one or more of these characteristics. School Staff shall provide additional support to vulnerable students, as necessary, to provide them with the skills, knowledge and strategies needed to prevent or respond to Bullying or harassment.
- E. Referral to outside services. When Match leaders, with the guidance of licensed professionals, determine that school resources are insufficient to address a Bullying situation, student and families will be referred to outside services. Families will be notified of referrals in writing and licensed professionals and a social worker will be available to provide guidance throughout the process.

Below is a list of external agencies Match has referred students and their families to:

1. Department of Children and Families. The Responsible Administrator may report to this agency suspected abuse or neglect or substantial attendance concerns.
2. Outside Counseling. Match employs a social worker who is meant to provide some school-based services, but given that many students could benefit from regular counseling beyond what the school has the capacity to provide, the social worker will help families secure counseling from outside providers when appropriate. The easiest way for families to do this is to obtain a referral from their primary care physician.



3. Outside Mentoring. Finding good mentors for Target and Aggressor students can be a helpful intervention, but it can be a lengthy process. Parents must be involved in order to complete paperwork and be interviewed. Initial referrals can be accessed at:  
<http://www.bbbsmb.org/GetInvolved/ReferAChild/Default.aspx> or  
<http://www.bigsister.org/index.cfm?pid=10569>.
4. Family Stabilization Team (“FST”). This option is appropriate when the student and family would benefit from intensive support or family therapy. FST services are one of many behavioral health (mental health and substance abuse) services that BMC HealthNet Plan MassHealth Plan members are offered.

#### IV. ACADEMIC AND NON-ACADEMIC ACTIVITIES

Age-appropriate instruction on Bullying prevention in each grade will be incorporated into our curricula. Curricula will be evidence-based. Effective instruction will include classroom approaches, whole school initiatives, and focused strategies for Bullying prevention and social skills development.

- A. Specific Bullying prevention approaches. Bullying prevention curricula will be informed by current research which, among other things, emphasizes the following approaches:
  - Using scripts and role plays to develop skills;
  - Empowering students to take action by knowing what to do when they witness other students or School Staff engaged in acts of Bullying or Retaliation, including seeking adult assistance;
  - Helping students understand the dynamics of Bullying and Cyberbullying, including the underlying power imbalance;
  - Emphasizing cybersafety, including safe and appropriate use of electronic communication technologies;
  - Enhancing students’ skills for engaging in healthy relationships and respectful communications; and
  - Engaging students in a safe, supportive school environment that is respectful of diversity and difference.

Students will also review the student-related sections of the Plan with staff in September.

- B. General teaching approaches that support Bullying prevention efforts. The following approaches are integral to establishing a safe and supportive school environment. These underscore the importance of our Bullying intervention and prevention initiatives:
  - Setting clear expectations for students and establishing school and classroom routines;

- Creating safe school and classroom environments for all students, including for students with disabilities, lesbian, gay, bisexual, transgender students, and homeless students;
- Using appropriate and positive responses and reinforcement, even when students require discipline;
- Using positive behavioral supports;
- Encouraging adults to develop positive relationships with students;
- Modeling, teaching, and rewarding pro-social, healthy, and respectful behaviors;
- Using positive approaches to behavioral health, including collaborative problem-solving, conflict resolution training, teamwork, and positive behavioral supports that aid in social and emotional development;
- Using the Internet safely; and
- Supporting students' interest and participation in non-academic and extracurricular activities, particularly in their areas of strength.

## **V. POLICIES AND PROCEDURES FOR REPORTING AND RESPONDING TO BULLYING AND RETALIATION**

The following policies and procedures for reporting and responding to Bullying and Retaliation will ensure that members of the school community – students, parents, volunteers and School Staff – know what will happen when incidents of Bullying occur.

- A. Reporting Bullying or Retaliation. Reports of Bullying or Retaliation may be made by School Staff, volunteers, students, parents or guardians, or others, and may be oral or written. Oral reports made by or to a School Staff member or volunteer shall be recorded in writing. A School Staff member or volunteer is required to report immediately to the Responsible Administrator or to the Board of Trustees or its designee when the Responsible Administrator is the alleged Aggressor, any instance of Bullying or Retaliation the School Staff member or volunteer becomes aware of or witnesses. Reports made by students, parents or guardians, or other individuals who are not Match School Staff members or volunteers, may be made anonymously. An individual may report an incident using the Incident Reporting Form or by calling, mailing or emailing the Responsible Administrator or members of the Board of Trustees or its designee when the Responsible Administrator is the alleged Aggressor.

Use of an Incident Reporting Form is not required as a condition of making a report. Match will: 1) include a copy of the Incident Reporting Form in the Student and Family Handbook and the Employee Handbook; 2) make it available in the school's main office, and other locations determined by the Responsible Administrator; and 3) post it on Match's website. The Incident Reporting Form will be made available in the most prevalent language(s) of origin of students and parents or guardians.

At the beginning of each school year, Match will provide the school community, including School Staff, students, and parents or guardians, with written notice of its policies for reporting acts of Bullying and Retaliation. A description of the reporting procedures and resources will be incorporated in the Student and

Family Handbook, the Employee Handbook, on the Match website, and in information about the Plan that is made available to parents or guardians.

- **Reporting by School Staff or Volunteers:** A School Staff member or volunteer will report immediately to the Responsible Administrator <sup>1</sup> when he/she witnesses or becomes aware of conduct that may be Bullying or Retaliation. The requirement to report to the Responsible Administrator does not limit the authority of the School Staff member to respond to behavioral or disciplinary incidents consistent with the Code of Conduct, the Student Discipline Policy, and other applicable policies and procedures.
- **Reporting by Students, Parents or Guardians, and Others:** Match expects students, parents or guardians, and others who witness or become aware of an instance of Bullying or Retaliation involving a student to report it to the Responsible Administrator or to the Board of Trustees or its designee when the Responsible Administrator is the alleged Aggressor. Reports may be made anonymously, but no disciplinary action will be taken against an alleged Aggressor solely on the basis of an anonymous report. Students, parents or guardians, and others may request assistance from a School Staff member to complete a written report. Students will be provided practical, safe, private and age-appropriate ways to report and discuss an incident of Bullying with a School Staff member, or with the Responsible Administrator.

B. Responding to a report of Bullying or Retaliation.

- **Safety:** Before fully investigating the allegations of Bullying or Retaliation, the Responsible Administrator will take steps to assess the need to restore a sense of safety to the alleged Target and/or to protect the alleged Target from possible further incidents. Responses to promote safety may include, but are not limited to, creating a personal safety plan; pre-determining seating arrangements for the Target and/or the Aggressor in the classroom, at lunch, or on the bus; identifying a School Staff member who will act as a “safe person” for the Target; and altering the Aggressor’s schedule and access to the Target. The Responsible Administrator will take additional steps to promote safety during the course of and after the investigation, as necessary.

The Responsible Administrator will implement appropriate strategies for protecting from Bullying or Retaliation a student who has reported Bullying or Retaliation, a student who has witnessed Bullying or Retaliation, a student who provides information during an investigation, or a student who has reliable information about a reported act of Bullying or Retaliation.

- **Obligations to Notify Others**
  - a. Notice to parents or guardians. Upon determining that Bullying or Retaliation has occurred, the Responsible Administrator will promptly notify the parents or guardians of the Target and the Aggressor of this, and of the procedures for responding to it. There may be circumstances in which the Responsible Administrator contacts parents or guardians prior to any investigation. Notice will be consistent with state regulations at 603 CMR 49.00.

<sup>1</sup> The Responsible Administrator is responsible for the implementation and oversight of the Plan except when a reported Bullying incident involves the Responsible Administrator as the alleged Aggressor. In such cases, the Board of Trustees or its designee shall be responsible for investigating the report and taking other steps necessary to implement the Plan, including addressing the safety of the alleged victim.

- b. Notice to Another School or District. If the reported incident involves students from more than one school district, charter school, non-public school, approved private special education day or residential school, or collaborative school, the Responsible Administrator first informed of the incident will promptly notify by telephone the appropriate administrator of the other school(s) of the incident so that each school may take appropriate action. All communications will be in accordance with state and federal privacy laws and regulations, and 603 CMR 49.00.
- c. Notice to Law Enforcement. At any point after receiving a report of Bullying or Retaliation, including after an investigation, if the Responsible Administrator has a reasonable basis to believe that criminal charges may be pursued against the Aggressor, the Responsible Administrator will notify the local law enforcement agency. Notice will be consistent with the requirements of 603 CMR 49.00 and locally established agreements with the local law enforcement agency. Also, if an incident occurs on Match grounds and involves a former student under the age of 21 who is no longer enrolled in school, the Responsible Administrator shall contact the local law enforcement agency if he or she has a reasonable basis to believe that criminal charges may be pursued against the Aggressor.

In making this determination, the Responsible Administrator will, consistent with the Plan and with applicable Match policies and procedures, consult with the school resource officer, if any, and other individuals the Responsible Administrator deems appropriate.

- C. Investigation. The Responsible Administrator will investigate promptly all reports of Bullying or Retaliation and, in doing so, will consider all available information known, including the nature of the allegation(s) and the ages of the students involved, and/or information related to the School Staff member or volunteer involved.

During the investigation the Responsible Administrator will, among other things, interview students, School Staff, volunteers, witnesses, parents or guardians, and others as necessary. The Responsible Administrator (or whoever is conducting the investigation) will remind the alleged Aggressor, Target, and witnesses of the importance of the investigation, their obligation to be truthful and that Retaliation is strictly prohibited and will result in disciplinary action.

Interviews may be conducted by the Responsible Administrator, other School Staff members as determined by the Responsible Administrator, and in consultation with the school social worker, as appropriate. To the extent practicable, and given his/her obligation to investigate and address the matter, the Responsible Administrator will maintain confidentiality during the investigative process. The Responsible Administrator will maintain a written record of the investigation.

The Responsible Administrator will then assemble a panel consisting of teachers, staff and administrators. The panel will conduct separate hearings with the Target and the alleged Aggressor.

Procedures for investigating reports of Bullying and Retaliation will be consistent with any applicable Match policies and procedures. If necessary, the Responsible Administrator will consult with legal counsel about the investigation.

- D. Determinations. The Responsible Administrator, in consultation with the panel, will make a determination based upon all of the facts and circumstances. If, after investigation, Bullying or Retaliation is substantiated, the Responsible Administrator will take steps reasonably calculated to prevent recurrence and to ensure that the Target is not restricted in participating in Match or in benefiting from Match activities. The Responsible



Administrator will: 1) determine what remedial action is required, if any, and 2) determine what responsive actions and/or disciplinary action is necessary.

Depending upon the circumstances, the Responsible Administrator may choose to consult with the students' teacher(s) and/or social worker, and the Target's or Aggressor's parents or guardians, to identify any underlying social or emotional issue(s) that may have contributed to the Bullying behavior and to assess the level of need for additional social skills development.

The Responsible Administrator will promptly notify the parents or guardians of the Target and the Aggressor about the results of the investigation and, if Bullying or Retaliation is found, what action is being taken to prevent further acts of Bullying or Retaliation. All notice to parents must comply with applicable state and federal privacy laws and regulations. Because of the legal requirements regarding the confidentiality of student records, the Responsible Administrator cannot report specific information to the Target's parent or guardian about the disciplinary action taken unless it involves a "stay away" order or other directive that the Target must be aware of in order to report violations.

The Responsible Administrator shall inform the parent or guardian of the Target about the Department of Elementary and Secondary Education's problem resolution system and the process for accessing that system or seeking assistance, regardless of the outcome of the Bullying determination. The information will be made available in both hard copy and electronic formats.

E. Responses to Bullying.

1. Teaching Appropriate Behavior Through Skills-building

Upon the Responsible Administrator determining that Bullying or Retaliation has occurred, the law requires that Match use a range of responses that balance the need for accountability with the need to teach appropriate behavior. M.G.L. c. 71, § 37O(d)(v). Skill-building approaches that the Responsible Administrator may consider include:

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

2. Taking Disciplinary Action

If the Responsible Administrator decides that disciplinary action is appropriate, the disciplinary action will be determined on the basis of facts found by the Responsible Administrator, including the nature of the conduct, the age of the student(s) involved, and the need to balance accountability with the teaching of appropriate

behavior. Discipline will be consistent with the Plan, the Code of the Conduct, the Student Discipline Policy, the Discipline for Students with Disabilities Policy and all applicable state and federal laws.

Disciplinary actions for employees who are found to have committed an act of Bullying or Retaliation shall be in accordance with state law and Match policies and procedures.

If the Responsible Administrator determines that a student knowingly made a false allegation of Bullying or Retaliation, that student may be subject to disciplinary action.

### 3. Promoting Safety for the Target and Others

The Responsible Administrator will consider what adjustments, if any, are needed in the school environment to enhance the Target's sense of safety and that of others as well. One strategy that the Responsible Administrator may use is to increase adult supervision at transition times and in locations where Bullying is known to have occurred or is likely to occur.

Within a reasonable period of time following the determination and the ordering of remedial and/or disciplinary action, the Responsible Administrator will contact the Target to determine whether there has been a recurrence of the prohibited conduct and whether additional supportive measures are needed. If so, the Responsible Administrator will work with appropriate School Staff to implement them immediately.

## **VI. COLLABORATION WITH FAMILIES**

Each year Match will inform parents or guardians of enrolled students about the anti-Bullying curricula that are being used. This notice will include information about how parents or guardians can reinforce the curriculum at home and the dynamics of Bullying, including Cyberbullying and online safety. Match will send parents written notice each year about the student-related sections of the Plan and Match's Acceptable Use Policy. Notice of the student-related sections of the Plan will be made available in the language(s) most prevalent among parents or guardians. Match will post the Plan and related information on its website.

## **VII. PROHIBITION AGAINST BULLYING AND RETALIATION**

Acts of Bullying, which include Cyberbullying, are prohibited:

- (i) On school grounds and property immediately adjacent to school grounds, at a school-sponsored or school-related activity, function, or program whether on or off school grounds, at a school bus stop, on a school bus or other vehicle owned, leased, or used by Match or through the use of technology or an electronic device owned, leased, or used by Match, and
  -
- (ii) At a location, activity, function, or program that is not school-related through the use of technology or an electronic device that is not owned, leased, or used by Match, if the acts create a Hostile Environment (as defined in Section VIII, below) at Match for the Target or witnesses, infringe

on their rights at Match, or materially and substantially disrupt the education process or the orderly operation of Match.

Retaliation against a person who reports Bullying, provides information during an investigation of Bullying, or witnesses or has reliable information about Bullying is also prohibited.

As stated in M.G.L. c. 71, § 370, nothing in this Plan requires Match to staff any non-school related activities, functions, or programs.

## **VIII. DEFINITIONS**

“Aggressor” is a student or a member of the School Staff who engages in Bullying, Cyberbullying, or Retaliation towards a student.

“Bullying,” as defined in M.G.L. c. 71, § 370, is the repeated use by one or more students or by a member of the School Staff of a written, verbal, or electronic expression or a physical act or gesture or any combination thereof, directed at a Target that:

- i. Causes physical or emotional harm to the Target or damage to the Target’s property;
- ii. Places the Target in reasonable fear of harm to himself or herself or of damage to his or her property;
- iii. Creates a Hostile Environment at school for the Target;
- iv. Infringes on the rights of the Target at school; or
- v. Materially and substantially disrupts the education process or the orderly operation of a school.

“Cyberbullying” is Bullying through the use of technology or electronic devices such as telephones, cell phones, computers, and the Internet. It includes, but is not limited to, email, instant messages, text messages, and Internet postings. See M.G.L. c. 71, § 370 for the legal definition of Cyberbullying.

“Hostile Environment,” as defined in M.G.L. c. 71, § 370, is a situation in which Bullying causes the school environment to be permeated with intimidation, ridicule, or insult that is sufficiently severe or pervasive to alter the conditions of a student’s education.

“Retaliation” is any form of intimidation, reprisal, or harassment directed against a student who reports Bullying, provides information during an investigation of Bullying, or witnesses or has reliable information about Bullying.

“School Staff” means individuals employed by Match, including, but not limited to, educators, administrators, social workers, school nurses, cafeteria workers, custodians, bus drivers, athletic coaches, advisors to extracurricular activities, support staff, or paraprofessionals.

“Target” is a student against whom Bullying, Cyberbullying, or Retaliation has been perpetrated.

## **IX. RELATIONSHIP TO OTHER LAWS**



Consistent with state and federal laws, and the policies of Match, no person shall be discriminated against in admission to a public school of any town or in obtaining the advantages, privilege and courses of study of such public school on account of race, color, sex, gender identity or expression, physical appearance, religion, national origin, ancestry, socioeconomic status, academic status, sexual orientation, or mental, physical, developmental, or sensory disability, or by association with a person who has or is perceived to have one or more of these characteristics. Nothing in the Plan prevents Match from taking action to remediate discrimination or harassment based on a person's membership in a legally protected category under local, state, or federal law, or Match policies.

In addition, nothing in the Plan is designed or intended to limit the authority of Match to take disciplinary or other action under the Code of the Conduct, the Student Discipline Policy, the Discipline for Students with Disabilities Policy, other relevant policies, and any applicable laws, in response to violent, harmful, or disruptive behavior, regardless of whether the Plan covers the behavior.

Updated: July 2, 2015

BULLYING PREVENTION AND INTERVENTION  
INCIDENT REPORTING FORM

I. **REPORT**

1. **Name of Reporter/Person Filing the Report:** \_\_

(Note: Reports may be made anonymously, but no disciplinary action will be taken against an alleged Aggressor solely on the basis of an anonymous report.)

2. **Circle whether you are the:** Target of the behavior      Reporter (not Target)

3. **Circle whether you are a:** Student      Staff member (position) \_\_

Volunteer      Parent      Administrator      Other (specify) \_\_

Your telephone number:

If you are a student, grade: \_\_

4. **Information about the incident:**

**Name of Target** (of behavior): \_\_

**Name of Aggressor** (person who engaged in the behavior): \_\_

**Date(s) of Incident(s):** \_\_

**Time when Incident(s) Occurred:** \_\_

**Location of Incident(s)** (be as specific as possible): \_\_

5. **Witnesses** (List people who saw the incident or have information about it):

**Name:** Student Staff Other \_\_

**Name:** Student Staff Other \_\_

**Name:** Student Staff Other \_\_

6. **Describe the details of the incident (including names of people involved, what occurred, and what each person did and said, including specific words used). Please attach additional paper if necessary.**

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FOR ADMINISTRATIVE USE ONLY

7. Signature of Person Filing this Report: \_\_ Date: \_\_

(Note: Reports may be filed anonymously.)

8. Form given to: \_\_ Position: \_\_

Signature: \_\_ Date: \_\_

FOR ADMINISTRATIVE USE ONLY

**II. INVESTIGATION**

1. Investigator(s): \_\_ Position(s): \_\_

**2. Interviews:**

Interviewed Aggressor Name: \_\_ Date: \_\_

Interviewed Target Name: \_\_ Date: \_\_

Interviewed witnesses Name: \_\_ Date: \_\_

Name: \_\_ Date: \_\_

3. Any prior documented incidents by the Aggressor? Yes No

If yes, have incidents involved Target or Target group previously? Yes No

Any previous incidents with findings of BULLYING and/or RETALIATION? Yes No

**Summary of Investigation (please attach additional paper if necessary):**

**III. CONCLUSIONS FROM THE INVESTIGATION**

1. Finding of Bullying or Retaliation: Yes No

Bullying Retaliation Other

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**2. Contacts:**

Target's parent/guardian Date: \_\_

Aggressor's parent/guardian Date: \_\_

Law Enforcement Date: \_\_

**3. Circle Description of Action Taken**

Loss of Privileges                      Detention                      Suspension

Community Service                      Other\_\_

**4. Describe Safety Planning**

Follow-up with Target scheduled for: \_\_                      Initial and date when completed: \_\_

Follow-up with Aggressor scheduled for: \_\_                      Initial and date when completed: \_\_

**Report forwarded:**

**To Principal** (if Principal is not the investigator) Date: \_\_

**To Responsible Administrator** (if Responsible Administrator is not the investigator) Date: \_\_

Signature and Title:

Date: \_\_

## EXHIBIT E

### Physical Restraint Policy for: MATCH CHARTER PUBLIC SCHOOL

#### Purpose and Background

Match Charter Public School is required to follow the provisions of 603 CMR 46.00, promulgated by the Massachusetts Department of Elementary and Secondary Education (“DESE”) pursuant to M.G.L. c. 69, § 1B, and c. 71, § 37G, which regulates the use of physical restraint on students in Massachusetts public school districts, charter schools, collaborative education programs, virtual schools, and special education schools.

The purpose of 603 CMR 46.00 is to ensure that every student participating in a Massachusetts public education program is free from the unreasonable use of physical restraint. Physical restraint shall be used only in emergency situations, after other less intrusive alternatives have failed or been deemed inappropriate, with extreme caution and in the least intrusive manner possible. Staff must prevent or minimize any harm to the student as a result of the use of physical restraint.

#### Other Strategies to Calm Students

Physical restraint is an emergency procedure which should be used only as a last resort. There are a number of other calming techniques Match Charter Public School staff should use first, including verbal de-escalation, brief physical contact to promote student safety, redirecting attention, or a temporary touching or holding, without the use of force, of the hand, wrist, arm, shoulder, or back for the purpose of inducing a student who is agitated to walk to a safe location (“physical escort”).

Another strategy to calm students is administering a time-out. A time out that meets the following conditions is permitted and is not included in the definition of a seclusion:

- The time-out is used as a behavioral support strategy
- Student temporarily separates from the learning activity or the classroom either by choice or by direction from staff for the purpose of calming down
- Student is continuously observed by a staff member who is with the student or immediately available to the student at all times
- Space used for time-out must be clean, safe, sanitary and appropriate for the use of calming
- Time-out ceases as soon as the student has calmed
- Principal approval must be obtained by a staff member when a time-out lasts longer than 30 minutes due to the student’s continued agitation. If a time-out lasts half of the time that a school day is in session or longer, such lost class time is treated as an in-school suspension for purposes of student discipline laws (see, Student Discipline Policy).

#### Training Requirements

At the beginning of each school year, the principal of each school is required to identify program staff to be responsible for administering proper physical restraint procedures. These individuals will participate in an in-depth training in the use of physical restraint and appropriate de-escalation methods. This in-depth training will be competency-based and be approximately 16 hours in length and include one refresher training every year. This in-depth training will include:

- Appropriate procedures for preventing the use of physical restraint, including de-escalation of problematic behavior, relationship building, and the use of alternatives to restraint;
- A description and identification of specific dangerous behaviors that may lead to the use of physical restraint and methods for evaluating the risk of harm in individual situations in order to determine whether the use of restraint is warranted;
- The simulated experience of administering and receiving physical restraint, instruction regarding the effects on the person restrained, including instruction on monitoring physical signs of distress and obtaining medical assistance;
- Instruction regarding documentation and reporting requirements and investigation of injuries and complaints;
- Demonstration by participants of proficiency in administering physical restraint; and
- Instruction regarding the impact of restraint on the student and family, including the psychological, physiological and social-emotional effects.

In addition, all Match Charter Public School staff will receive training about the use of physical restraint before the beginning of the school year, and in no event later than by September 30 of each year, and for employees hired after the school year begins, within a month of their employment. This training shall include:

- The role of the student, family and staff in preventing restraint;
- The program's restraint prevention and behavior support policy and procedures, including use of time-out as a behavior support strategy distinct from seclusion;
- When behavior presents an emergency that requires physical restraint, the types of permitted physical restraint and related safety considerations, including information regarding the increased risk of injury to a student when any restraint is used, particularly a restraint of extended duration;
- Administering physical restraint in accordance with medical or psychological limitations, known or suspected trauma history, and/or behavioral intervention plans applicable to an individual student; and
- Identification of program staff who have received in depth training.

### **What is Physical Restraint?**

Physical restraint is direct physical contact that prevents or significantly restricts a student's freedom of movement. Physical restraint does not include brief physical contact to promote student safety, providing physical guidance or prompting when teaching a skill, redirecting attention, providing comfort, or physical escort.

### **When May Physical Restraint be Used?**

School personnel shall use physical restraint only as an emergency procedure of last resort when:

- (a) non-physical interventions have been ineffective or have proven ineffective, and
- (b) the student's behavior poses a threat of assault, or imminent, serious, physical harm to self and/or others.

Physical restraint should not be used:

- (a) As a means of punishment
- (b) As a response to destruction of property, school disruption, refusal to comply with school rules, or verbal threats that do not constitute a threat of serious physical harm
- (c) When the student cannot be safely restrained because it is medically contraindicated for reasons including, but not limited to, asthma, seizures, a cardiac condition, obesity, bronchitis, communication-related disabilities, or risk of vomiting
- (d) As a standard response for any individual student, including as a standard response included in a student's IEP



In no event shall the following forms of restraint be used:

- (a) Medication restraint, which is the administration of medication to temporarily control behavior, except in the event that such medication is prescribed by a licensed physician and authorized for use in school by the parents.
- (b) Mechanical restraint, which is the use of a device or equipment to restrict a student's freedom of movement, except for devices used for the specific and approved positioning or protective purposes for which such devices were designed.
- (c) Seclusion, which means the involuntary confinement of a student alone in a room or area from which the student is physically prevented from leaving.
- (d) Prone restraint, when a student is placed face-down on the floor or another surface and physical pressure is applied to the student's body to keep the student in the face-down position.
- (e) Physical restraint in a manner inconsistent with 603 CMR 46.00 or this policy.

Nothing in 603 CMR 46.00 shall be construed to:

- (a) Limit the protection afforded publicly funded students under other state or federal laws, including those laws that provide for the rights of students who have been found eligible to receive special education services;
- (b) Preclude any employee or agent of Match Charter Public School from using reasonable force to protect students, other persons, or themselves from assault or imminent, serious, physical harm;
- (c) Prohibit the exercise of an individual's reporting responsibilities as a mandated reporter of child abuse or neglect (see, Child Abuse and Neglect Policy); or
- (d) Limit the right of an individual to report to the appropriate authorities a crime committed by a student, or the right of law enforcement, judicial authorities or school security personnel from physically detaining a student alleged to have committed a crime or otherwise posing a security risk.

### **How Should Physical Restraint be Administered?**

1. Trained personnel:

Only Match Charter Public School personnel that has received proper training in physical restraint procedures shall administer it to students. To the greatest degree possible, another adult who does not participate in the restraint should witness administration of a restraint. However, nothing in 603 CMR 46.00 or this policy shall preclude an employee or agent of Match Charter Public School from using reasonable force to protect students, other persons, or themselves from assault or imminent, serious physical harm.

2. Use of force:

Any individual(s) administering physical restraint shall use only the amount of force necessary to protect the student or others from physical injury or harm.

3. Safety requirements:

- (a) Restraint will be administered in a manner so as to prevent or minimize physical harm to the student.
- (b) Restraint will not be administered in a manner that prevents the student from speaking or breathing.
- (c) During a restraint, a staff member shall continuously monitor the physical status of the student including skin color and respiration.
- (d) If at any time during the restraint the student displays significant physical distress, the restraint will immediately terminate and medical assistance will be sought.





- (e) Staff will review and take into consideration any known medical or psychological limitations and/or behavioral intervention plans regarding physical restraint on an individual student.
- (f) Staff administering physical restraint will use the safest method available that is appropriate to the situation.
- (g) Restraint will immediately terminate when the staff member determines that the student is no longer at risk of causing imminent physical harm to them self or others or the student indicates that he or she cannot breathe or appears to be in severe distress such as having difficulty breathing or sustained or prolonged crying or coughing.
- (h) If a student is restrained for a period longer than 20 minutes, staff shall obtain the approval of the principal, which shall be based upon the student's continued agitation during the restraint justifying the need for continued restraint.
- (i) After release of a student from restraint, Match Charter Public School personnel shall review the incident with the student to discuss the behavior that led up to the incident. The principal will review the incident with the staff member who administered the restraint to ensure that proper procedures were followed and to consider if any follow-up is appropriate for students who may have been present during the restraint.

### **When and How Should a Restraint be Reported?**

#### 1. When restraint must be reported:

Any staff member who administers a restraint shall verbally inform the principal as soon as possible and by written report no later than the next school working day. If the principal has administered the restraint, then he/she shall submit the report to the Chief Academic Officer. The principal or his/her designee shall maintain all such reports on file, as well as an on-going record of all reported instances of physical restraint, which shall be made available for review by DESE upon request.

#### 2. Informing parents:

The principal or his/her designee shall verbally inform the student's parents or guardians of the restraint within 24 hours of the event and by written report emailed or postmarked no later than three school working days following the use of restraint. If the language of the home is other than English, the written restraint report shall be provided to the parent in English and in the language of the home. The principal will provide the parent and student an opportunity to comment orally and in writing on the use of the restraint and the information in the written report.

#### 3. Reporting to DESE:

In the event a restraint results in: (1) any injury to a student or staff member or (2) an extended restraint that lasts longer than 20 minutes, Match Charter Public School must file a report with DESE, which can be found at [http://www.doe.mass.edu/pqa/sa\\_nr/physical\\_restraint.pdf](http://www.doe.mass.edu/pqa/sa_nr/physical_restraint.pdf). In all such cases, completed copies of the physical restraint report and the log for the 30 day period prior to the restraint must be sent to DESE within three school working days of the restraint. DESE will inform Match Charter Public School if any further action is required within 30 calendar days of receipt of the written report.

Match Charter Public School must also annually report to DESE data regarding the use of physical restraint.

### **Administrative Review**

On a weekly basis, the principal shall conduct a weekly review of restraint data to identify students who have been restrained multiple times during the week. If such students are identified, the principal shall convene one or more review teams to assess each student's progress and needs, which shall include the following:

- (a) Review and discussion of the written reports and comments provided by the students and parents about the use of restraints
- (b) Analysis of circumstances leading up to each restraint, including time of day, day of week, antecedent events, and individuals involved;
- (c) Consideration of factors that may have contributed to escalation of behaviors, alternatives to restraint included de-escalation techniques and possible interventions, and such other strategies and decisions as appropriate, with the goal of reducing or eliminating the use of restraint in the future;
- (d) Consideration of convening an IEP Team meeting in the event that the student has an IEP; and
- (e) A written plan of action.

In the event that the principal directly participated in the restraint, his or her immediate supervisor shall lead the review team's discussion. A record of each individual student review shall be maintained by the principal or his/her designee and shall be made available for review by DESE or the parent upon request.

On a monthly basis, the principal shall review all school-wide restraint data, and consider patterns of use of restraints by similarities in the time of day, day of the week, or individuals involved; the number and duration of physical restraint school-wide and for individual students; and the number and type of injuries, if any, resulting from the use of restraint. The principal shall determine whether it is appropriate to modify the school's restraint prevention and management policy, conduct additional staff training, or take other action as appropriate to reduce or eliminate restraints.

#### **Prevention of Violence and Parent Engagement**

Match Charter Public School shall develop and distribute to staff and families methods for preventing student violence, self-injurious behavior and suicide, including individual crisis planning and de-escalation of potentially dangerous behavior occurring among groups of students or with individual students.

In addition, Match Charter Public School will arrange a meeting with parents on an annual basis to discuss restraint prevention and the use of restraint solely as an emergency procedure. At this meeting, parents will obtain information about this policy and methods of de-escalation, as well as have the opportunity to ask questions and provide feedback to Match Charter Public School personnel.

#### **Complaint Procedures**

In the event a student or parent has a complaint about restraint practices at Match Charter Public School, such student or parent should contact the principal at the student's school and inform him/her about the details and circumstances around the complaint. Upon receipt of a complaint, the principal or his/her designee shall promptly and thoroughly investigate the complaint by interviewing the student, the person(s) administering the restraint, and any other staff or students who witnessed the incident. The principal or his/her designee shall document all steps taken in the investigation and, along with other Match Charter Public School personnel as he or she deems appropriate, shall make a determination about whether the restraint about which the complaint was made was administered in accordance with this policy and the law, and convey the determination to the complainant. In the event that a complaint involves the principal, the complainant should contact the Chief Academic Officer.

Any Match Charter Public School staff member who has violated this policy may be disciplined at the discretion of the principal (or the Chief Academic Officer in the event the principal has administered the restraint), up to and including termination.

Updated: December 1, 2015



## EXHIBIT F

### Student Discipline Policy for MATCH CHARTER PUBLIC SCHOOL

#### Introduction

The priority of Match Charter Public School (“Match”) is to ensure the safety of every student and provide each student the opportunity to learn without unnecessary distractions and disruptions. Match has very high expectations for student behavior, and strives to create and preserve a safe and focused learning environment.

Match employees use a large array of strategies to promote positive behavior and to correct violations of Match rules and policies. Match employees use positive reinforcement whenever possible, and employ various strategies to build a positive learning environment.

Disciplinary offenses are violations of Match rules and policies. Students may be disciplined for offenses that occur when a student is:

- at school and/or on school grounds;
- participating in a school-sponsored activity;
- waiting for or riding on school-related transportation;
- walking to or from, waiting for, or riding on public transportation to and from school or a school-sponsored activity; or
- outside of school where the student’s conduct results in substantial disruption to the school environment and the student population.

For purposes herein, the Dean of Students of each school or his/her designee (“responsible administrator”) shall serve as the principal under 603 CMR 53.00. The Chief Academic Officer shall serve as the superintendent for purposes of conducting student disciplinary hearings under 603 CMR 53.00. As used herein, the term “parent” shall be defined as a student’s father, mother, or legal guardian, or person or agency legally authorized to act on behalf of the student in place of or in conjunction with the father, mother, or legal guardian.

Violations of Match rules and policies may result in disciplinary consequences as set forth herein. Students may be subject to additional guidelines and consequences as determined by each school and as set forth in the Student and Family Handbook. In the event of a discrepancy between this Student Discipline Policy and any other policy, the former shall govern.

#### Prohibited Behavior

The following are examples of conduct that may lead to discipline, up to and including long-term suspension. Students who engage in any behavior that violates Match rules and policies or is otherwise inconsistent with an appropriate educational environment may be subject to disciplinary action. Examples include, but are not limited to:

- Any violation of the Acceptable Use Policy or the Bullying Prevention plan, including cyberbullying or any form of online harassment, defamation, libel, slander, or threats
- Unwanted physical contact
- Any violation of the Discrimination and Harassment Policy, including sexual or racial harassment
- Verbal assault
- Threats, written or verbal, online or offline
- Theft, including thefts committed off of school grounds
- Stealing or attempting to steal school property

- Trespassing, such as entering or going into an employee’s personal space without his/her explicit permission
- Graffiti, defacement, vandalism or damage to the facilities or the contents therein
- Violation of the Smoking Policy
- Leaving the school building without permission
- Interfering with the appropriate use of school emergency equipment, including, but not limited to, fire alarms, fire detectors, sprinklers, security cameras, or fire extinguishers
- Truancy
- Causing or attempting to cause damage to school property
- Extreme acts of disrespect, such as intimidating, harassing, hazing, spitting at, or causing physical harm to others
- Fighting
- Violating any other Match rule or policy

### **Consequences**

Disciplinary offenses result in consequences subject to the discretion of the responsible administrator and may include demerits, time-outs, detention, school service or cleaning (if the offense is related to damaging school property), loss of school privileges (socialization time, field trips), detention, in-school suspension, short-term suspension, long-term suspension, and/or expulsion. In determining the appropriate disciplinary action, the responsible administrator may consider, among other things, the student’s prior disciplinary record. Depending on the infraction, police may also be notified where appropriate.

Whenever an incident of student misconduct occurs that does not involve a violation of M.G.L. c. 71, §§37H or 37H ½, the responsible administrator shall avoid using long-term suspension as a consequence until alternatives have been tried and attempts have been made to re-engage the student in learning.

Disciplinary proceedings for students with disabilities will involve additional procedures as set forth in the Discipline for Students with Disabilities Policy.

### **Suspension and Expulsion**

Except in the case of an emergency removal (see, “Emergency Removal,” below), a student will be afforded due process prior to the discipline taking place, as set forth below.

#### *In-School Suspension*

An “in-school suspension” is a removal of a student from regular classroom activities, but not from the school premises for no more than ten (10) school days (consecutively or cumulatively for multiple infractions during the school year).

The procedure for an in-school suspension will be as follows:

1. The responsible administrator will inform the student of the disciplinary offense charged, the basis for the charge, and provide the student an opportunity to respond. If the responsible administrator determines that the student committed the disciplinary offense, he/she will inform the student of the length of the student’s in-school suspension, which may not exceed ten (10) days consecutively or cumulatively in a school year.
2. On the same day as the in-school suspension decision, the responsible administrator will make reasonable efforts to notify the parent orally of the disciplinary offense, the reasons for concluding that the student committed the infraction, and the length of the in-school suspension. The responsible

administrator will also invite the parent to a meeting which will be scheduled on the day of the suspension if possible, and if not, as soon as possible thereafter. If the responsible administrator is unable to reach the parent after making and documenting at least two (2) attempts to do so, such attempts will constitute reasonable efforts for purposes of orally informing the parent of the in-school suspension.

3. The responsible administrator will send written notice to the student and parent about the in-school suspension, including the reason for and the length of the in-school suspension, and inviting the parent to a meeting if a meeting has not already occurred. The responsible administrator will deliver such notice on the day of the suspension by hand-delivery, certified mail, first-class mail, email to an address provided by the parent for school communications, or by other method of delivery agreed to by the responsible administrator and parent.

An in-school suspension of more than ten (10) school days (consecutively or cumulatively in the school year) will be subject to the procedures for long-term suspensions (See, "Long-Term Suspension," below).

A student who has been sent to the office for half of the time that a school day is in session or longer has received an in-school suspension that must be implemented in accordance with the procedures detailed herein.

#### *Short-Term Suspension*

A "short-term suspension" means the removal of a student from school for ten (10) or fewer school days (consecutively or cumulatively for multiple infractions during the school year).

Prior to imposing a short-term suspension for conduct not covered by M.G.L. c. 71, §§37H and 37H ½, the following procedures will be followed:

1. **Notice:** The parent and student must both receive oral and written notice. The written notice will be in English and in the primary language of the home if other than English, and sent by hand delivery, first-class mail, certified mail, email to an address provided by the parent for school communications, or any other method of delivery agreed to by the school and parent. Such written notice will include the following:
  - a) the disciplinary offense;
  - b) the basis for the charge;
  - c) the potential consequences, including the potential length of the student's suspension;
  - d) the opportunity for the student to have a hearing with the responsible administrator concerning the proposed suspension, including the opportunity to dispute the charges and to present the student's explanation of the alleged incident, and for the parent to attend the hearing;
  - e) the date, time, and location of the hearing; and
  - f) the student and parent's right to interpreter services at the hearing if necessary.
2. **Efforts to Involve Parent:** The responsible administrator will make reasonable efforts to notify the parent of the opportunity to attend the hearing. The responsible administrator must document that he/she has sent written notice and has made at least two (2) attempts to contact the parent in the manner specified by the parent for emergency notification in order to conduct a hearing without the parent present.
3. **Format of Hearing:** The responsible administrator will discuss the disciplinary offense, the basis for the charge, and any other pertinent information. The student and the parent, if present, will have an opportunity to present information, including mitigating facts, that the responsible administrator should consider in determining consequences for the student.
4. **Decision:** The responsible administrator will provide written notice to the student and parent of his/her determination and the reasons for it, and, if the student is suspended, the type and

duration of suspension. The notice of determination may be in the form of an update to the original written notice of hearing. If the student is in preschool or in grades k-3, the responsible administrator shall send a copy of the written determination to the Chief Academic Officer and explain the reasons for imposing an out-of-school suspension before such suspension takes effect.

#### *Long-term Suspensions and Expulsion*

A “long-term suspension” is defined as a suspension, whether in-school or out-of school, for more than ten (10) school days (consecutively or cumulatively for multiple disciplinary offenses during the school year). No long-term suspension for any reason shall extend beyond the end of the school year in which such suspension is imposed.

An “expulsion” is defined as the permanent removal of a student from the school premises, regular classroom activities, and school activities.

#### Possession of Drugs or a Weapon, or Assault (M.G.L. c. 71, §37H)

Under M.G.L. c. 71, §37H, the Principal may suspend or expel a student under any of the following circumstances:

- Possessing a controlled substance, including, but not limited to, marijuana, cocaine, and heroin, and certain prescription medications
- Possessing a dangerous weapon,<sup>2</sup> including a gun or a knife
- Assaulting a principal, assistant principal, teacher, teacher’s aide or other educational personnel

When considering expulsion for these offenses, the responsible administrator may place a student on short term suspension (ten days or less) based upon an informal hearing, to be followed by a formal hearing before the Principal within that period of suspension to determine whether to take additional disciplinary action, up to and including expulsion from school.

1. Informal Hearing. The informal hearing will be in the form of a conference between the student and the responsible administrator. At this conference, the student (1) shall be informed of the reason for the conference, (2) shall be given the opportunity to present his or her side of the story, and (3) shall be given a decision on the suspension. If the Principal deems delay of the hearing necessary to avoid danger or substantial disruption, this process may occur immediately after, rather than before, the suspension.
2. Efforts to Involve Parents. Prior to putting a suspension into effect, the Principal shall make reasonable efforts to inform the student’s parent of the impending suspension by documenting that he/she has sent written notice and has made at least two (2) attempts to contact the parent in the manner specified by the parent for emergency notification.
3. Formal Hearing. The responsible administrator shall provide written notice to the student and parent, in the parent’s primary language, of a formal hearing before the Principal, which will take place prior to a suspension reaching more than ten (10) days in length (consecutively or cumulatively for multiple infractions during the school year). The notice will include the charges and a statement of evidence, the date, time and place of the hearing, and notice of the right to be represented by an attorney (at the

<sup>2</sup> This includes not only knives and guns, explosive devices and realistic replicas of such weapons/devices, but also other objects used to assault another person or to otherwise create a dangerous situation, such as a baseball bat, a pair of scissors, matches or a lighter. While such objects would not always constitute “dangerous weapons,” administrators and educational professionals will review the circumstances of each case and make a reasonable determination about whether a particular object in a student’s possession constitutes a dangerous weapon in the school setting. Any illegal weapon will be turned over to the Police Department. Any student who brings a firearm to school will be expelled for a minimum of one school year, with exceptions granted only by the Chief Academic Officer. (The definition of a firearm includes but is not limited to guns (including a starter gun), bombs, grenades, rockets, missiles, mines and similar devices.)



student's expense) or other lay person, present evidence, and cross-examine witnesses. The school will record the hearing and a copy of such will be made available to the student upon request.

4. Decision. After the formal hearing, the Principal may, in his or her discretion, decide to suspend rather than expel a student who has been determined to have committed the disciplinary offense. Determinations shall be made in writing and sent to the student and parent.

As required by M.G.L. c. 71, §37H, the following statutory language is provided:

- (a) Any student who is found on school premises or at school-sponsored or school-related events, including athletic games, in possession of a dangerous weapon, including, but not limited to, a gun or a knife; or a controlled substance as defined in chapter ninety-four C, including, but not limited to, marijuana, cocaine, and heroin, may be subject to expulsion from the school or school district by the principal.
- (b) Any student who assaults a principal, assistant principal, teacher, teacher's aide or other educational staff on school premises or at school-sponsored or school-related events, including athletic games, may be subject to expulsion from the school or school district by the principal.
- (c) Any student who is charged with a violation of either paragraph (a) or (b) shall be notified in writing of an opportunity for a hearing; provided, however, that the student may have representation, along with the opportunity to present evidence and witnesses at said hearing before the principal. After said hearing, a principal may, in his discretion, decide to suspend rather than expel a student who has been determined by the principal to have violated either paragraph (a) or (b).

#### Conviction or Charge of a Felony (M.G.L. c. 71, §37H ½)

Under M.G.L. c. 71, §37H ½, a student may be expelled for being convicted or being found guilty (by admission or adjudication) of a felony or felony delinquency, or be suspended for being charged with a felony or felony delinquency, if the Principal has determined that the student's continued presence at school would have a substantial detrimental effect on the general welfare of Match.

Before an expulsion or suspension covered by this provision takes effect, the student shall receive written notification of the charges and the reasons for such suspension or expulsion. The student shall also receive written notification of the right to appeal and the procedure required, although the suspension or expulsion will remain in effect prior to any appeal hearing. (See, "Appeals," below).

#### Any Other Disciplinary Offense (M.G.L. c. 71, §37H ¾)

A student may receive a long-term suspension for other violations of Match rules and policies at the discretion of the responsible administrator after considering alternative forms of discipline. Suspensions in such circumstances will not exceed a total of 90 school days in a single school year.

Before a student receives a long-term suspension for an offense not covered by M.G.L. c. 71, §§37H and 37H ½, in addition to the procedures and rights detailed for a short-term suspension hearing (see, "Short-Term Suspension," above), the following procedures shall apply:

1. Student rights prior to the disciplinary hearing:
  - a. the opportunity to review the student's record and the documents upon which the responsible administrator may rely in making a disciplinary determination in advance of the hearing;
  - b. the right to be represented by counsel or a lay person of the student's choice, at the student's/parent's expense;
  - c. the right to produce witnesses on his or her behalf and to present the student's explanation of the alleged incident, but the student may not be compelled to do so;
  - d. the right to cross-examine witnesses presented by Match; and



- e. the right to request that the hearing be recorded by the responsible administrator, and to obtain a copy of the audio recording upon request, in which case the responsible administrator will notify all participants that an audio record will be made.
2. The written determination following the disciplinary hearing shall:
    - a. identify the disciplinary offense, the date on which the hearing took place, and the participants at the hearing;
    - b. set out the key facts and conclusions reached;
    - c. identify the length and effective date of the suspension, as well as a date of return to school;
    - d. include notice of the student's opportunity to receive education services to make academic progress during the period of removal from school; and
    - e. inform the student of the right to appeal the responsible administrator's decision to the Chief Academic Officer, the procedure required to request an appeal (see, "Appeals," below), and that the long-term suspension will remain in effect until and unless the Chief Academic Officer decides to reverse the responsible administrator's determination. Notice of the right of appeal will be in English and the primary language of the home if other than English.

### **Emergency Removal**

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

The responsible administrator will immediately notify the Chief Academic Officer in writing of the removal and the reason for it and describe the danger or disruption caused by the student before the student is sent home.

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

1. make immediate and reasonable efforts to orally notify the student and the student's parent of the emergency removal, the reason for the need for emergency removal, and the details of the incident that are required to be included in the written notice (see item 2, below);
2. provide written notice to the student and parent that includes the information required under "Short-Term Suspension" or "Long-Term Suspension" above (depending on the potential consequence);
3. provide the student an opportunity for a hearing with the responsible administrator, and the parent an opportunity to attend the hearing, before the expiration of the two (2) school days, unless an extension of time for a hearing is otherwise agreed to by the responsible administrator, student, and parent; and
4. render a decision orally on the same day as the hearing, and in writing no later than the following school day.

A responsible administrator may not remove a student from school on an emergency basis for a disciplinary offense until adequate provisions have been made for the student's safety and transportation.

### **Appeals**

#### *Possession of Drugs or a Weapon, or Assault (M.G.L. c. 71, §37H)*

A student who has been expelled from school for possessing a controlled substance, possessing a dangerous weapon, or assaulting educational personnel shall have the right to appeal to the Chief Academic Officer. The expelled student shall have 10 days from the date of the expulsion in which to notify the Chief Academic Officer, in writing, of his or her appeal. At the appeal hearing, the student shall have the right to present oral and written

testimony on his/ her behalf, and the right to counsel at his/her own expense. The Chief Academic Officer shall render a decision on the appeal which shall be the final decision of the school.

As required by M.G.L. c. 71 §37H, the following statutory language is provided: Any student who has been expelled from a school district pursuant to these provisions shall have the right to appeal to the superintendent. The expelled student shall have ten days from the date of the expulsion in which to notify the superintendent of his appeal. The student has the right to counsel at a hearing before the superintendent. The subject matter of the appeal shall not be limited solely to a factual determination of whether the student has violated any provisions of this section.

*Conviction or Charge of a Felony (M.G.L. c. 71, §37H ½)*

A student who has been expelled for being convicted or found of a felony or who has been suspended for being charged with a felony, and the Principal has determined that the student's continued presence would have a substantial detrimental effect on the general welfare of Match has the right to appeal the expulsion to the Chief Academic Officer. The expelled student shall have five (5) days following the date of the expulsion to notify the Chief Academic Officer of his/her request for an appeal. The Chief Academic Officer shall hold the hearing with the student and his/her parent within three (3) calendar days of the request. At the appeal hearing, the student shall have the right to present oral and written testimony on his/her behalf, and the right to counsel at his/her own expense. The Chief Academic Officer will render a decision within five (5) calendar days of the hearing which shall be the final decision of the school.

*Any Other Disciplinary Offense (M.G.L. c. 71, §37H ¾)*

Any student who has received a long-term suspension for any violation other than those set forth in M.G.L. c. 71 §§ 37H or 37H ½, has the right to appeal the suspension to the Chief Academic Officer by providing written notice within five (5) days following the date of the suspension. The Chief Academic Officer must hold the hearing within three (3) school days of the student's request, unless the student or parent requests an extension of up to seven

(7) additional calendar days. If the appeal is not filed within this time frame, the Chief Academic Officer may deny the appeal, or may allow the appeal in his or her discretion, for good cause. The following requirements apply:

1. The Chief Academic Officer will make a good faith effort to include the parent in the hearing by attempting to hold the hearing on a day and time that would allow him/her and the parent to participate. The Chief Academic Officer will send written notice to the parent of the date, time, and location of the hearing.
2. The Chief Academic Officer will conduct a hearing to determine whether the student committed the disciplinary offense of which the student is accused, and if so, what the consequence will be. The Chief Academic Officer will arrange for an audio recording of the hearing, a copy of which will be provided to the student or parent upon request, and inform all participants that the hearing is being recorded.
3. The student rights provided at the responsible administrator hearing will be available to the student at the appeals hearing (see, "Long-Term Suspension," above).
4. The Chief Academic Officer will issue a written decision within five (5) calendar days of the hearing which meets the requirements for a long-term suspension (see, "Long-Term Suspension," above). If the Chief Academic Officer determines that the student committed the disciplinary offense, the Chief Academic Officer may impose the same or a lesser consequence than the responsible administrator, but will not impose a suspension greater than that imposed by the responsible administrator.

The decision of the Chief Academic Officer constitutes the final decision of Match.

**Continuation of Educational Services and Match Education Service Plan**

While under an in-school suspension, a short-term suspension, a long-term suspension, or expulsion, students will

have the opportunity to make academic progress. The Principal or responsible administrator will inform the student and parent of this opportunity in writing any time a suspension or expulsion is imposed. Students will be provided an opportunity to earn credits, as applicable, and make up assignments, tests, papers, and other school work as needed to make academic progress during the period of his or her removal from the classroom. Students and parents will be notified in writing about this opportunity, in English and in the primary language spoken in the student's home if other than English, any time a suspension or expulsion is imposed.

For students who are suspended for more than ten (10) consecutive days or who are expelled, Match has developed a school-wide Education Service Plan. Match's Education Service Plan is subject to change, and may include, but is not limited to, tutoring, alternative placement, Saturday school, and online or distance learning. Match shall send a list of alternative educational services to students and parents of students who are expelled or have received a long-term suspension for more than ten (10) consecutive days. Match shall document the enrollment of every such student in education services, and shall track and report attendance, academic progress, and other data as required for data reporting purposes. The notice will include a list of the specific education services available to the student and contact information of a Match employee who can provide additional information.

If the student withdraws from Match and/or moves to another school during the period of suspension or expulsion, the new school or district of residence shall either admit the student to its school or provide educational services to the student under the new district's or school's education service plan.

As required by M.G.L. c. 71 §37H, the following statutory language is provided: Any school district that suspends or expels a student under this section shall continue to provide educational services to the student during the period of suspension or expulsion, under section 21 of chapter 76. If the student moves to another district during the period of suspension or expulsion, the new district of residence shall either admit the student to its schools or provide educational services to the student in an education service plan, under section 21 of chapter 76.

### **Data Collecting and Reporting**

Match shall collect and annually report to the Department of Elementary and Secondary Education data regarding its discipline of students as required. The responsible administrator shall periodically review discipline data by selected student populations, such as race, ethnicity, gender, socioeconomic status, English language learner status, and student with a disability status. The responsible administrator will assess the extent and impact of specific disciplinary consequences on student populations, and determine whether it is appropriate to modify disciplinary practices.

As required by M.G.L. c. 71 §37H, the following statutory language is provided:

1. Districts shall report to the department of elementary and secondary education the specific reasons for all suspensions and expulsions, regardless of duration or type, in a manner and form established by the commissioner. The department of elementary and secondary education shall use its existing data collection tools to obtain this information from districts and shall modify those tools, as necessary, to obtain the information. On an annual basis, the department of elementary and secondary education shall make district level de-identified data and analysis, including the total number of days each student is excluded during the school year, available to the public online in a machine readable format. This report shall include district level data disaggregated by student status and categories established by the commissioner.
2. Under the regulations promulgated by the department, for each school that suspends or expels a significant number of students for more than 10 cumulative days in a school year, the commissioner shall investigate and, as appropriate, shall recommend models that incorporate intermediary steps prior to the use of suspension or expulsion. The results of the analysis shall be publicly reported at the school district level.

[Adopted: June 23, 2015]



## EXHIBIT G

### Discipline for Students with Disabilities Policy for:

#### MATCH CHARTER PUBLIC SCHOOL

Match Charter Public School (“Match”) will operate in accordance with all local, state, and federal laws and regulations, including the Individuals with Disabilities Education Act (IDEA) and §504 of the Rehabilitation Act, with respect to students with disabilities, and will ensure that procedures for suspending, removing or otherwise disciplining students with disabilities are consistent with all legal requirements. As used herein, the term “parent” shall mean the parent or legal guardian of a student, as set forth in 34 C.F.R. § 300.30.

In each discipline incident involving a student with disabilities in which the Dean of Students or his/her designee (“responsible administrator”) has decided to make a removal that constitutes a change in placement (generally, a change of placement takes place when a student is removed from school for more than ten (10) consecutive school days in a school year, or the student is removed for a series of shorter removals that constitute a pattern of behavior and amount to more than ten (10) school days), he/she will ensure that the parent is notified of the decision on the date on which the disciplinary action is taken and inform him/her of procedural safeguards.

In general, students with disabilities may be excluded from their programs for up to ten (10) school days per school year just as any other student. However, if Match seeks to discipline a special education student for more than ten (10) school days, the student’s special education Individual Education Plan (IEP) or 504 Team must first determine whether the student’s behavior was caused by, or was directly and substantially related to his/her disability or whether the conduct in question was the direct result of Match’s failure to implement the student’s IEP or 504

Plan (a “manifestation determination”). To make the manifestation determination, Match, the parent, and the IEP or 504 Team will meet to review all relevant information in the student’s file within ten (10) school days of the decision to change the placement of a student with a disability due to misconduct.

If it is determined the behavior was not a manifestation of the student’s disability, Match may discipline the student just as it would any other student under the Student Discipline Policy.

If it is determined that the student’s conduct was a manifestation of the child’s disability, the IEP or 504 Team will conduct a functional behavioral assessment and develop a behavior plan (or review and modify an existing behavior plan and IEP or 504 Plan, if necessary), and return the student to his/her current program, unless the student’s parents and Match agree to a change in placement.

In the event a student possesses, uses, sells or solicits a controlled substance, possesses a weapon, or seriously injures another person, a special education student may be removed to an interim alternative educational placement for up to 45 school days regardless of the behavior’s relationship to his/her disability. Hearing officers may also order the placement of a student in an appropriate interim setting for up to 45 days upon the determination that the current placement is substantially likely to result in injury to the student or others.

#### *Services*

In the event of a change in placement where the student’s behavior is determined to not be a manifestation of the student’s disability, or if a student has been removed for special circumstances related to drugs, weapons or serious bodily injury, Match will continue to provide the student with a free appropriate public education (FAPE) and, if appropriate, conduct a functional behavior assessment and provide intervention services and modifications to prevent the conduct from recurring.

#### *Appeals*

If a parent disagrees with the IEP or 504 Team’s decision on the manifestation determination or with a decision regarding placement, the parent has a right to request an expedited due process hearing from the Bureau of Special Education Appeals. If the parent chooses to appeal, the student remains in the disciplinary placement, if

any, until the hearing officer orders otherwise or the time period for the disciplinary action comes to an end, whichever comes first, unless the parent and the school agree otherwise.

#### *Reporting a Crime*

Match may report a crime committed by a child with a disability to appropriate authorities, and subject to the Family Educational Rights and Privacy Act and state privacy and student records laws, shall ensure that copies of the special education and disciplinary records of the student are transmitted to the appropriate authorities for consideration.

#### *Procedures for Students Not Determined Eligible for Special Education*

If prior to the disciplinary action, Match had knowledge that the student may be a student with a disability, then Match will make all protections available to the student until and unless the student is subsequently determined not to be eligible. Match may be considered to have prior knowledge if:

1. Parent has expressed concern in writing to administrative personnel/child's teacher that child is in need of special education;
2. Parent has requested evaluation to determine eligibility for special education; or
3. Child's teacher (or other school personnel) has expressed specific concerns about pattern of behavior of child to the Special Education Director or supervisory personnel.

If Match had no reason to consider the student disabled, and the parent requests an evaluation subsequent to the disciplinary action, Match will conduct an evaluation to determine eligibility. If the student is found eligible, then he/she will receive all procedural protections subsequent to the finding of eligibility.

(Updated: July 30, 2015)



## EXHIBIT H

### THE MATCH FOUNDATION, INC. WHISTLEBLOWER POLICY

#### I. General Statement of Purpose

The Match Foundation, Inc. (the “Corporation”) requires its directors, officers, employees and volunteers to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. This Whistleblower Policy (the “Policy”) outlines a procedure for directors, officers, employees and volunteers to raise good faith concerns regarding Improper Conduct (as defined below) with the reassurance that they will be protected from Retaliation (as defined below) (each of these persons referred to herein as “Whistleblowers”). For purposes of this policy, “Improper Conduct” shall mean the commission or suspected commission of legal violations in the Corporation’s business practices, such as concerns of fraudulent behavior, dishonesty, illegality, wrongdoing or financial improprieties.

It is the intent of this Policy to comply with the applicable laws of the United States and the Commonwealth of Massachusetts. To the extent that any provision of this Policy conflicts with the laws of either, the provisions of law and not this Policy shall in all cases govern.

This Policy is applicable to all employees, directors, officers and volunteers of the Corporation regardless of date of hire or part-time status.

#### II. Reporting Responsibility

It is the responsibility of directors, officers, employees and volunteers of the Corporation to comply with laws regarding business practices and to report Improper Conduct in accordance with the procedure set forth in Section IV, below.

#### III. No Retaliation

The Corporation prohibits its directors, officers, employees and volunteers from engaging in Retaliation (as defined below) against any Whistleblower. For purposes of this Policy, “Retaliation” shall mean any action that is harmful to any person, including, but not limited to, interference with the lawful employment or livelihood of any person, harassment, intimidation or any other adverse employment action. Any employee, officer, director or volunteer who engages in Retaliation against a Whistleblower is subject to discipline up to and including termination of employment or contractual status. Under federal law, Retaliation against a Whistleblower may also result in criminal penalties. In addition, both federal and state false claim laws and federal tax laws provide specific protections for Whistleblowers. However, any person who knowingly makes a false statement, or who otherwise intentionally misuses the complaint process, may be subject to discipline, up to and including termination of employment or contractual status.

Any Whistleblower who thinks that he or she has been the subject of Retaliation may file a complaint as described in Section IV, below.

#### IV. Reporting Violations; Filing Complaints

In many cases, an individual’s supervisor is in the best position to address complaints of Improper Conduct or Retaliation. However, if an individual is not comfortable speaking with his or her supervisor or is not satisfied with the supervisor’s response, he or she is encouraged to file a complaint or report directly to the Compliance Officer,

who shall be the CEO of the Corporation, at 215 Forest Hills Street, Jamaica Plain, MA 02130. If the Compliance Officer is the subject of the report or complaint, then the matter may be submitted directly to the Corporation's Board of Directors. Reports may be submitted anonymously. Supervisors are required to notify the Compliance Officer of complaints regarding Improper Conduct and reported violations of this Policy.

All reports and complaints will be taken seriously, promptly investigated and held in confidence to the extent practicable. Appropriate corrective action will be taken if warranted by the investigation.

**V. Record Retention**

The Corporation shall retain any documents relating to a report pursuant to Section II of this Policy or a complaint made pursuant to Section III of this Policy, and of any resolution of either in accordance with its record retention policy and for so long as required by law. Such records also shall be made available to law enforcement authorities as may be required.

Date: Effective November 19, 2014.

## EXHIBIT I

### THE CHARLES SPOSATO GRADUATE SCHOOL OF EDUCATION, INC. WHISTLEBLOWER POLICY

#### I. General Statement of Purpose

The Charles Sposato Graduate School of Education, Inc. (the “Corporation”) requires its directors, officers, employees and volunteers to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. This Whistleblower Policy (the “Policy”) outlines a procedure for directors, officers, employees and volunteers to raise good faith concerns regarding Improper Conduct (as defined below) with the reassurance that they will be protected from Retaliation (as defined below) (each of these persons referred to herein as “Whistleblowers”). For purposes of this policy, “Improper Conduct” shall mean the commission or suspected commission of legal violations in the Corporation’s business practices, such as concerns of fraudulent behavior, dishonesty, illegality, wrongdoing or financial improprieties.

It is the intent of this Policy to comply with the applicable laws of the United States and the Commonwealth of Massachusetts. To the extent that any provision of this Policy conflicts with the laws of either, the provisions of law and not this Policy shall in all cases govern.

This Policy is applicable to all employees, directors, officers and volunteers of the Corporation regardless of date of hire or part-time status.

#### II. Reporting Responsibility

It is the responsibility of directors, officers, employees and volunteers of the Corporation to comply with laws regarding business practices and to report Improper Conduct in accordance with the procedure set forth in Section IV, below.

#### III. No Retaliation

The Corporation prohibits its directors, officers, employees and volunteers from engaging in Retaliation (as defined below) against any Whistleblower. For purposes of this Policy, “Retaliation” shall mean any action that is harmful to any person, including, but not limited to, interference with the lawful employment or livelihood of any person, harassment, intimidation or any other adverse employment action. Any employee, officer, director or volunteer who engages in Retaliation against a Whistleblower is subject to discipline up to and including termination of employment or contractual status. Under federal law, Retaliation against a Whistleblower may also result in criminal penalties. In addition, both federal and state false claim laws and federal tax laws provide specific protections for Whistleblowers. However, any person who knowingly makes a false statement, or who otherwise intentionally misuses the complaint process, may be subject to discipline, up to and including termination of employment or contractual status.

Any Whistleblower who thinks that he or she has been the subject of Retaliation may file a complaint as described in Section IV, below.

#### IV. Reporting Violations; Filing Complaints

In many cases, an individual’s supervisor is in the best position to address complaints of Improper Conduct or Retaliation. However, if an individual is not comfortable speaking with his or her supervisor or is not satisfied with

the supervisor's response, he or she is encouraged to file a complaint or report directly to the Compliance Officer, who shall be the CEO of the Corporation, at 215 Forest Hills Street, Jamaica Plain, MA 02130. If the Compliance Officer is the subject of the report or complaint, then the matter may be submitted directly to the Corporation's Board of Directors. Reports may be submitted anonymously. Supervisors are required to notify the Compliance Officer of complaints regarding Improper Conduct and reported violations of this Policy.

All reports and complaints will be taken seriously, promptly investigated and held in confidence to the extent practicable. Appropriate corrective action will be taken if warranted by the investigation.

**V. Record Retention**

The Corporation shall retain any documents relating to a report pursuant to Section II of this Policy or a complaint made pursuant to Section III of this Policy, and of any resolution of either in accordance with its record retention policy and for so long as required by law. Such records also shall be made available to law enforcement authorities as may be required.

Date: Effective November 19, 2014.

## EXHIBIT J

### MATCH CHARTER PUBLIC SCHOOL WHISTLEBLOWER POLICY

#### I. General Statement of Purpose

Match Charter Public School (the “School”) requires its directors, officers, employees and volunteers to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. This Whistleblower Policy (the “Policy”) outlines a procedure for directors, officers, employees and volunteers to raise good faith concerns regarding Improper Conduct (as defined below) with the reassurance that they will be protected from Retaliation (as defined below) (each of these persons referred to herein as “Whistleblowers”). For purposes of this policy, “Improper Conduct” shall mean the commission or suspected commission of legal violations in the School’s business practices, such as concerns of fraudulent behavior, dishonesty, illegality, wrongdoing or financial improprieties.

It is the intent of this Policy to comply with the applicable laws of the United States and the Commonwealth of Massachusetts. To the extent that any provision of this Policy conflicts with the laws of either, the provisions of law and not this Policy shall in all cases govern.

This Policy is applicable to all employees, directors, officers and volunteers of the School regardless of date of hire or part-time status.

#### II. Reporting Responsibility

It is the responsibility of directors, officers, employees and volunteers of the School to comply with laws regarding business practices and to report Improper Conduct in accordance with the procedure set forth in Section IV, below.

#### III. No Retaliation

The School prohibits its directors, officers, employees and volunteers from engaging in Retaliation (as defined below) against any Whistleblower. For purposes of this Policy, “Retaliation” shall mean any action that is harmful to any person, including, but not limited to, interference with the lawful employment or livelihood of any person, harassment, intimidation or any other adverse employment action. Any employee, officer, director or volunteer who engages in Retaliation against a Whistleblower is subject to discipline up to and including termination of employment or contractual status. Under federal law, Retaliation against a Whistleblower may also result in criminal penalties. In addition, both federal and state false claim laws and federal tax laws provide specific protections for Whistleblowers. However, any person who knowingly makes a false statement, or who otherwise intentionally misuses the complaint process, may be subject to discipline, up to and including termination of employment or contractual status.

Any Whistleblower who thinks that he or she has been the subject of Retaliation may file a complaint as described in Section IV, below.

#### IV. Reporting Violations; Filing Complaints

In many cases, an individual’s supervisor is in the best position to address complaints of Improper Conduct or Retaliation. However, if an individual is not comfortable speaking with his or her supervisor or is not satisfied with

the supervisor's response, he or she is encouraged to file a complaint or report directly to the Compliance Officer, who shall be the Executive Director of the School, at 215 Forest Hills Street, Jamaica Plain, MA 02130. If the Compliance Officer is the subject of the report or complaint, then the matter may be submitted directly to the School's Board of Directors. Reports may be submitted anonymously. Supervisors are required to notify the Compliance Officer of complaints regarding Improper Conduct and reported violations of this Policy.

All reports and complaints will be taken seriously, promptly investigated and held in confidence to the extent practicable. Appropriate corrective action will be taken if warranted by the investigation.

**V. Record Retention**

The School shall retain any documents relating to a report pursuant to Section II of this Policy or a complaint made pursuant to Section III of this Policy, and of any resolution of either in accordance with its record retention policy and for so long as required by law. Such records also shall be made available to law enforcement authorities as may be required.

Date: Effective November 19, 2014.

## EXHIBIT K

### Acceptable Use Policy For: MATCH CHARTER PUBLIC SCHOOL THE CHARLES SPOSATO GRADUATE SCHOOL OF EDUCATION, INC. THE MATCH FOUNDATION, INC.

#### 1. Purpose and Acceptable Use

- a. Match Charter Public School (“Match School”), The Charles Sposato Graduate School of Education, Inc. (“Sposato”), and The Match Foundation, Inc. (collectively, “Match Education”) provides and maintains computer systems and network resources to support the delivery of education and the administration of Match Education’s operations. These include desktop workstations, laptops, handheld smart devices, applications, internal networks (both wired and wireless), servers, online databases, and access to outside networks, including the internet (collectively referred to herein as “computing systems”). This policy applies to all users of Match Education computing systems, including Match Education employees, volunteers, independent contractors, students and guests.
- b. Match Education permits its employees and volunteers to use the Match Education computing systems for incidental personal use as long as the computing systems are not used in a manner that violates this policy and such use is limited to times before or after work hours, during non-assigned teaching or duty time, and lunch periods.
- c. This policy describes acceptable and unacceptable uses of Match Education computing systems, but these descriptions are not exhaustive lists of all acceptable or unacceptable uses. Any user who has a question regarding whether or not a particular activity is acceptable should seek guidance from his or her supervisor (for staff), Principal or Executive Director (for Match School students), the Director or Chief Operating Officer (for Sposato students) or the Chief Operating Officer (for Match Beyond students).

#### 2. Access to Match Education Computing Systems

- a. Staff. New staff members will receive this policy via the Match Education Employee Handbook. With supervisor permission, Match Education staff members will have access to the following computing resources through their classrooms, offices, library media centers, and/or computer and mobile labs: e-mail including conferencing and collaboration tools, web hosting, online subscription databases and information services, Match Education servers for secure file storage, and all resources and tools found on the internet/world wide web. Computing resources at Match Education may change as technology develops. These changes will fall within the purview of this policy as well.
- b. Students. Students will have appropriate access to the internet and the Match Education networks through the schools’ computers to fulfill school related tasks. Students may only use Match computing systems for educational purposes. Students (and, for Match School students, their families) will receive this policy via the Student and Family Handbook or it will be separately distributed.
- c. Other Users. Guest accounts may be established. Temporary staff or independent contractors, for example (e.g., long term substitutes, service vendors, interns, student teachers, community education instructors, therapy specialists, volunteers), may have guest accounts. A guest’s access may be limited.

#### 3. Disclaimer

- a. Match Education makes no warranties of any kind, either express or implied, that services provided through its computing systems will be error-free or without defect. Match Education is not responsible for the accuracy or quality of the information obtained through its computing systems.

Users of Match Education’s computing systems assume full responsibility for their use including, but not limited to, loss of data, interruptions of service, costs, liabilities, or damages.

#### **4. Ownership/Privacy**

- a. Match Education computing systems are the property of Match Education. As such, a user’s activities and files are subject to inspection by certain staff members at any time. Match Education has the right to monitor and log the usage of any and all aspects of its computing systems, including, but not limited to, monitoring internet usage, file downloads, and all communications. Match Education actively maintains and updates its networks and computing environment by integrating appropriate controls in support of this policy. Tools used may include, but are not limited to: monitoring devices, content filtering, virus protection, log-on utilities, virtual networks, user access profiles, and security settings.
- b. Users should not have an expectation of privacy regarding any use of Match Education computing systems.
- c. E-mail that is created or received by an employee of Match School is a matter of public record and may be subject to public production in accordance with Massachusetts public records laws.

#### **5. Unacceptable Uses**

- a. Match Education computing systems may not be used for political advocacy.
- b. Match Education computing systems may not be used for entertainment, illegal purposes (or support of illegal activities), or commercial purposes such as, but not limited to, offering, providing or purchasing goods and/or services for personal use or gain. In addition, Match Education computing systems cannot be used as a public access service or a public forum. As such, Match Education reserves the right to place reasonable restrictions on the materials users can access or post through the Match Education computing systems.
- c. Users may not use Match Education computing systems to obtain or share information about staff, students or families for any non-school purpose.
- d. Users are prohibited from copying copyrighted material without authorization from the copyright holder unless the copies are used for teaching (including multiple copies for classroom use), scholarship or research. If there is uncertainty as to the extent of copyright protection for internet materials, users must obtain permission to use material from the copyright holder.
- e. Users shall not attempt to gain unauthorized access to files or accounts using Match Education computing systems.
- f. Users shall not vandalize Match Education computing systems by, for example, causing physical damage, reconfiguring a computer operating system, attempting to degrade or disrupt Match Education computing systems, or destroying data by spreading computer viruses or by any other means. Anyone found to intentionally vandalize Match Education computing systems shall be subject to disciplinary measures and shall be responsible for the costs associated with hardware, software, equipment, materials, data recovery and/or system restoration.
- g. Users shall not pretend to be someone else when sending or receiving electronic communications.
- h. Use of another person’s password or account is strictly prohibited.
- i. It is unacceptable to attempt to read, delete, copy, or modify the electronic communications of other users or to interfere with other users’ ability to send or receive communications.
- j. Users shall not access, send, or forward materials or communications that are defamatory, pornographic, obscene, sexually explicit, threatening, harassing, profane, or inflammatory.
- k. Users shall not download or install any commercial software, shareware, freeware, or similar types of materials on Match Education computing systems without prior approval and authorization from the Director of Technology or his or her designee.
- l. Users shall refrain from actions or language via email, instant messaging, or any other online mode



of communication that is harassing or threatening to others and which may be in violation of Match School's Bullying Prevention Plan. Users shall refrain from swearing, using vulgarities or using any other inappropriate language or images.

## Internet Safety

- m. Use of the internet has potential dangers. All users and parents of Match School students are encouraged to read information that the Massachusetts Office of the Attorney General has published on Cyber Crimes and Internet Safety which is found on the Commonwealth of Massachusetts government website [www.mass.gov](http://www.mass.gov). Search "Attorney General" to find the website of the Office of the Attorney General, where you will find "Cyber Crimes and Internet Safety" under the "Public Safety" heading. Additionally, all students will participate in the Match School anti-bullying curriculum as set forth in the Match School Bullying Prevention Plan.
- n. All users are granted individual accounts and agree to keep passwords secure. Users are responsible for their accounts, credentials, security codes, and passwords and will not share or allow others access to them. Users are responsible for keeping these secured and for reporting any suspected breach to their supervisor (for staff), Principal or Executive Director (for Match School students), or the Director or Chief Operating Officer (for Sposato students).
- o. Users will refrain from revealing private information (e.g., addresses, phone numbers) in any school-related electronic communications including communications via email, the internet, or other network tools. Specifically, all users should refrain from revealing personal or private information on any commercial or other internet media sharing site (e.g., Facebook; Myspace, Twitter, chat rooms), particularly if these are not school sponsored or hosted sites. Match Education computing systems should not be used to meet or arrange to meet unknown people.
- p. When accessing the school's resources and data from any systems (including when outside the Match Education networks), staff and volunteers will use due caution to protect the privacy and integrity of student data.
- q. Match Education reserves the right to use filtering technologies to help control users' access to inappropriate internet content and websites while using its networks.
- r. Students may only use the internet for educational purposes. Personal use of social media websites (e.g. Facebook, MySpace, Twitter, etc.) and chat rooms is strictly prohibited.
- s. Any Match School employee who wishes to implement the use of certain educational websites in his/her classroom must follow these procedures:
  - a. The employee shall submit a request to the principal, and the principal will inform the staff member whether the educational use of a certain website in the classroom is permitted.
  - b. Upon approval, the principal will inform the website coordinator at the school. The website coordinator of each school shall maintain a list of educational websites that are being used by students for educational purposes on its website, which shall be updated from time to time.
- t. In the event that students must be registered for an account in order to use a particular website, staff members shall obscure student information to the extent practicable (i.e., first name, last initial; or initials, [matcheducation](http://matcheducation.com), etc.).

## 6. Data and Control

- a. Match Education has the right to re-image any computer as necessary.
- b. Match Education is responsible for the provision, installation, maintenance, and licensing of all software deployed in its computing systems.
- c. No personal data or files may be stored on a Match Education network or computer.

- d. Match Education provides all users with network accounts and data storage. It is the users' responsibility to ensure that all files and data are stored in their appropriate locations. Match Education conducts regularly scheduled backups to prevent against loss or corruption. However, Match Education cannot guarantee that all information can be recovered in the event of a catastrophic failure.
- e. Responsibility for backing up any hand held or mobile device issued to a user falls upon the user. Match Education is not responsible for providing backups for these devices.

## **7. Hardware/Software**

- a. Any and all equipment issued by Match Education for use by any user must be treated with due care. All users are responsible for ensuring equipment is not damaged or stolen. Abuse, damage or improper use should be reported immediately to a user's supervisor or the Director of Technology (for staff), Principal or Executive Director (for Match School students), the Director or Chief Operating Officer (for Sposato students) or the Chief Operating Officer (for Match Beyond students).
- b. Any and all issues or problems related to any hardware, software, system or network must be reported to the Director of Technology.

## **8. Violations**

- a. Access to Match Education's computing systems is a privilege and not a right. Match Education reserves the right to deny, revoke, or suspend specific user privileges, and/or to take disciplinary action up to, and including, suspension, expulsion (for students), and dismissal (for staff and volunteers for violations of this policy).
- b. Match Education will advise appropriate law enforcement agencies of any illegal activities conducted using Match Education's computing systems. Match Education also will cooperate fully with local, state and/or federal officials in any investigation related to any illegal activities conducted through the Match Education computing systems.

9. (Updated: May 12, 2016)

**EXHIBIT L**  
**Mental Health Policy for:**  
**MATCH CHARTER PUBLIC SCHOOL**

**Preface:**

Match Charter Public School (“Match”) is committed to supporting the mental health of all members of the Match community, including students, parents, families and staff (hereinafter referred to as the “Match community”). Match recognizes the necessity of collaborative and intentional efforts in order to achieve this mission. As such, the Chief Operating Officer, in consultation with school nurses, mental health professionals, leaders and other stakeholders as appropriate, will develop, and then critically evaluate and refine Match’s mental health support practices on an ongoing basis.

**Statement of Protocol:**

The purpose of this policy is to ensure that Match is a safe and healthy space for all Match community members, and to ensure that adequate mental health resources are readily available to the Match community. This policy will outline Match’s general mental health practices, as well as procedures to increase emergency preparedness. The protocols detailed below shall at all times be subject to the Family Education Rights and Privacy Act (FERPA), the Massachusetts student records laws (603 CMR 23.00), the Health Insurance Portability and Accountability Act (HIPAA), and any other relevant federal or state law.

**Administrative Guidelines:**

Before September 1 of each year, Match shall review and update this Mental Health Policy in accordance with MGL c. 71 s. 37Q.

**A. General Mental Health Services**

- I. Student Support: Match believes that access to school-based mental health services and supports directly improves students’ physical and psychological safety, academic performance, cognitive performance and learning, and social–emotional development. Match staff will work to create and sustain a positive school environment.
  - a. School-based Licensed Mental Health Professionals, such as counselors, social workers, psychologists and/or nurses (“Mental Health Professionals”), will be contracted to provide services that are high-quality, developmentally-appropriate, effective, and suitable to the school context.
  - b. Mental Health Professionals will provide initial and ongoing mental health trainings as needed to educate instructional staff on such topics as:
    - i. Creating and maintaining a safe and supportive school environment;
    - ii. Common mental health challenges in child and adolescent populations; and
    - iii. The types of situations in which staff should approach mental health professionals for resources and/or support.

- c. Mental Health Professionals will also assist school leaders in efficiently deploying resources, ensuring coordination of services, evaluating the effectiveness of services, and adjusting supports to meet the individual needs of their students.
- II. Family Support: Match prioritizes engagement with parents and families to ensure that parents are involved in their child's education to the greatest extent possible. As such, many Match staff members have contact with students' families on a regular basis. Through this consistent contact, strong relationships are often built, which allows for staff members to informally support the general well-being of students, and to become aware of potential issues that may require intervention.
  - a. When possible, Mental Health Professionals will train staff on indicators of risk to be flagged in their communication with families.
  - b. When possible, Mental Health Professionals will train staff on community resources that may be useful for families.
  - c. Staff will consult with Mental Health Professionals as needed to ensure appropriate response to situations that arise.
- III. Staff Support: Match strives to provide staff with a healthy and supportive work environment, as Match recognizes that the mental health of staff is vital to the overall school atmosphere, as well as to the achievement of Match's mission.
  - a. Supervisors shall check in with employees on a regular basis. Such meetings will be an opportunity for staff members to inform their supervisors of any potential workplace stressors or conflict, and for supervisors to offer support.
  - b. All staff who qualify will have the option to access mental health services through Match's health insurance plan, as well as access to an Employee Assistance Program (EAP).
- IV. Referrals and Collaboration: In the event that school resources are insufficient to adequately address a situation, individuals should be referred to outside services.
  - a. When possible, school leaders will foster partnerships with community-based organizations to increase Match's ability to provide culturally and linguistically appropriate resources.
  - b. Mental Health Professionals will provide guidance and support as needed throughout any referral process.
  - c. In the past, Match has referred students and their families to services/organizations such as:

- i. **Investigation of Suspected Abuse or Neglect:** “Department of Children and Families” (617) 748-2000
- ii. **In-Home Therapy:** “Family Service of Greater Boston” (617) 523-6400
- iii. **Family Counseling:** “MSPCC” (617) 983-5800
- iv. **Therapeutic Mentoring:** “Home for Little Wanderers” (617)-267-3700
- v. **Grief Services:** “The Children’s Room” (781) 641-4741
- vi. **Disaster Relief:** “Boston Red Cross” (617) 274-5200

**B. Response to Tragedy/Crisis**

- I. Development of an Action Plan: In the event of an unexpected tragedy or crisis that may induce a need for increased mental health services, school leaders will collaborate with Mental Health Professionals to assess the situation and implement an action plan to address the needs of the community. In addition to following any emergency procedures, such plans may involve the following components as determined by school leaders on a case-by-case basis:
  - a. A plan for both internal and external communication;
  - b. A means to increase access to services (e.g. temporarily increasing number of Mental Health Professionals on site);
  - c. A plan to provide reasonable accommodations for students who are significantly affected by the event;
  - d. An opportunity for Mental Health Professionals to provide training for staff on how to respond to specific questions/reactions from students and families, as well as a reminder of available resources; and
  - e. Other actions as determined by school leaders in collaboration with Mental Health Professionals.
  
- II. Child in Crisis: In the event a student experiences a behavioral or mental health crisis on school grounds, staff will call 9-1-1 or Mobile Health Crisis in order to facilitate the treatment and stabilization of the child. Match will make reasonable efforts to contact the student’s parents before calling emergency services unless, in the assessment of school staff, delaying calling emergency services would result in a risk of harm to the student or other students or staff members. In that event, Match will make reasonable efforts to contact the student’s parents after placing the call to emergency services.

Updated: November 2017

**EXHIBIT M**

**Student Transportation in Private Vehicles Permission Slip  
MATCH CHARTER PUBLIC SCHOOL**



Transportation Consent Form

I, \_\_\_\_\_ (parent name) hereby grant permission for Match Charter Public School employee, \_\_\_\_\_ (employee name) to provide transportation for my child, \_\_\_\_\_ (student name) from [START DATE] to [END DATE]. \_\_\_\_\_ (employee name) will transport my child, \_\_\_\_\_ (student name) from \_\_\_\_\_ (pickup address) to \_\_\_\_\_ (dropoff address) on \_\_\_\_\_ (time/day).

I hereby agree, on behalf of myself, my child, my assigns, executor and heirs, to release, indemnify and hold harmless Match Charter Public School, affiliated organizations and trustees, directors, officers, agents, coaches, instructors and employees of each of them (collectively, "Match Education"), both professionally and individually, from any cause of action, claims or demands, of any nature whatsoever, including but not limited to any claims of negligence, which I, my child, my heirs, representatives, executors, administrators, and assigns may now have, or have in the future against Match Education on account of personal injury, injury to my child, property damage, death or accident of any kind arising out of or in any way related to the provision of such transportation to my child.

I further acknowledge that I am the parent or legal guardian of the student participant identified above, with legal authority to grant this consent.

\_\_\_\_\_  
Parent/Guardian Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent/Guardian Printed Name

**Exhibit N**  
**Vehicle Authorization/Agreement**  
**For Match employees transporting students in private vehicles**

Your name:

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Address:

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Phone Number:

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Driver's License #:

Expiration Date:

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Insurance Company:

Insurance Policy #:

Expiration date:

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**Student Transportation in Employee's Private Vehicle Policy**

Match Charter Public School ("Match") requires all employees transporting students in a personal vehicle to have on their person a valid driver's license and registration, proof of insurance, a vehicle that is in appropriate working condition, as well as a clean driving record, as defined below. Match further requires that the driver observe the following guidelines at all times:

**Vehicle Operation:**

- Do not operate a vehicle while under the influence of alcohol or substances of any kind.
- Observe all traffic laws, including posted speed limits.
- Drive courteously and defensively.

**Driver Eligibility:**

- Any employee who has a driver's license revoked or suspended shall immediately notify Match and discontinue transporting students. Failure to do so may result in disciplinary action, including dismissal.
- All accidents and violations, regardless of severity, must be reported to Match. Failing to stop after an accident and/or failure to report an accident or violation may result in disciplinary action, including dismissal.
- Drivers must immediately report to Match all summonses received for moving violations while transporting students.
- Motor Vehicle Records may be ordered by Match to confirm employees' driving records. An unfavorable record will result in a loss of the privilege to transport students. The following system will be used to determine eligibility to transport students:
  - **ANY AND ALL TYPE "A" VIOLATIONS (as defined) WILL RESULT IN TERMINATION OR DENIAL OF DRIVING PRIVILEGES FOR EMPLOYEES.**
  - **TWO (2) OR MORE TYPE "B" VIOLATIONS IN THE LAST THREE (3) YEARS (as defined) MUST BE REPORTED TO MATCH, AND MAY, AT MATCH'S DISCRETION, RESULT IN**

**TERMINATION OF DRIVING PRIVILEGES FOR EMPLOYEES.**

- **ANY DRIVER WHOSE RECORDS INDICATE ONE OF THE FOLLOWING DOES NOT HAVE A CLEAN RECORD, AND WILL BE RESTRICTED FROM TRANSPORTING STUDENTS:**
  - One (1) or more type “A” Violations
  - Three (3) or more accidents (regardless of fault) in 3 years
  - Four (4) or more type “B” violations in the last 3 years

Type “A” Violations:

- Driving While Intoxicated
- Driving While Under the Influence of Drugs
- Negligent Homicide Involving a Motor Vehicle (gross negligence)
- Operating During a period of Suspension or Revocation
- Using a Motor Vehicle for the commission of a Felony
- Aggravated Assault with a Motor Vehicle
- Operating Motor Vehicle Without the Owners Authority (grand theft)
- Permitting an Unlicensed Person to Drive
- Reckless Driving
- Speed Contest (racing)
- Hit and Run (Bodily Injury or Property Damage)

Type “B” Violations:

- All moving violations not listed as type “A” Violations

An employee’s driving record will be considered clean only if the employee is eligible to drive students as defined in the policy above.

Employees who are involved in an accident are to stop the vehicle as safely as possible and exchange information with the owner of the other vehicle or property. The appropriate law enforcement agency is to be notified when personal injury is involved. Please notify Match’s Chief Operating Officer in writing as soon as possible, and no later than 24 hours if you have been involved in an accident while transporting students.

**Authorization and Agreement:** (please initial each statement):

\_\_\_\_\_ I have read and understand the above Student Transportation in Employee’s Private Vehicle Policy and agree to its contents.

\_\_\_\_\_ I attest that I have a valid driver’s license, insurance, and have a clean driving record and am eligible to transport students as defined above, and that all of the information provided in the license is true and belongs to me.

\_\_\_\_\_ I attest that in the event that I have *any* Type “A,” violation, or *two (2) or more* Type “B” violations in the last three years, I will report such violations to Match.

Print your name: \_\_\_\_\_

Your Signature (required): \_\_\_\_\_ Date: \_\_\_\_\_