



KEYSTONE
EDUCATIONAL COLLABORATIVE

Program Manual
SY 2024-2025

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WELCOME

Welcome to the Keystone Educational Collaborative program. This manual is designed to provide program parents, guardians, and staff with guidance on program procedures and practices. Each program student, family and staff should be given a copy of this manual, and all employees will also receive the Keystone Personnel & Policy Manual at the start of employment. Information in the Keystone Personnel & Policy Manual is consistent with Keystone Policies as outlined in the Keystone Personnel & Policy Manual. For specific personnel policies refer to the Keystone Personnel & Policy Manual or speak with your Program Supervisor. Copies of this manual and of the Keystone Personnel & Policy Manual are available in each program. Additional copies may be obtained from the Program Supervisor.

PROGRAM DESCRIPTION

The Keystone Program is a highly specialized therapeutic education program that serves children and adolescents who have difficulty with cognitive, behavioral and emotional health problems due to a wide range of diagnosis. These impairments have overall impacted the student's overall growth academically, behaviorally, and socially within their schools and within their communities limiting their ability to make effective progress within the least restrictive environment. Based upon research and literature, the Keystone Programs has adopted a didactic therapeutic counseling approach coupled with behavioral management techniques that adhere to the guidelines of Applied Behavior Analysis. The psychoeducational approach and foundations of Applied Behavior Analysis or ABA are scientifically demonstrated to be effective in the treatment and education of individuals with a wide range of disabilities served at Keystone. Within the parameters of what is identified as a "Best Practice" within the field coupled with the understanding of each individual needs and development of a student, as well as the provisions identified in the student's Individualized Education Program (IEP) the program will identify only behavioral management treatments that will maximize our student's optimal treatment potential. The Keystone Program will be operating within a multidisciplinary team approach which will ensure that all variables and effective treatment approaches are considered.

- The Keystone Program provides a highly structured and therapeutic educational experience. It emphasizes academic and social/emotional growth through relationship building between educational staff and students. Students are encouraged to identify issues that impede success in school, work and in the community.
- The program promotes personal empowerment by encouraging students to accept responsibility for and the consequences of their actions. An emotionally safe and supportive school environment will allow students to assess and pursue their future personal, educational and vocational options.
- The programs offer an active, hands-on learning environment utilizing a small group instructional format. The emphasis is on promoting a meaningful and purposeful educational and therapeutic experience in order to meet each student's unique learning needs.

- The overarching goal is to integrate the student’s thinking, feelings and behaviors to achieve appropriate and relevant educational and social outcomes. Therefore, the purpose of the student-staff relationship is to promote consistent academic growth as well as to enhance social and emotional well-being. Conscious effort goes into balancing expectations with empathy and balancing standards with sensitivity.
- Students that require additional services beyond what is identified within the student's IEP (e.g., ELE services) as part of their academic growth are also welcomed to our program. These additional nonspecial educational supports will be coordinated by the sending district who maintain supplying the additional resources.

PHILOSOPHY

“Locking in the foundation of our students’ future with the tools of today.”

We believe that every child can learn and acquire the social skills required for success in school and in the community. We further believe that each child is unique, and that each child has the potential to make progress academically and emotionally. The vision and focus of Keystone Educational Collaborative is to lock-in ***the foundation of our students’ future with the tools of today*** by developing and providing high quality, cost effective, educationally related programs for special needs students, professional development and other services that strengthen and enhance the educational offerings of our member districts.

MISSION STATEMENT

“The Keystone Educational Collaborative unites communities together to strengthen each individuals’ growth for the future.”

The mission and purpose of the Collaborative is to provide intensive therapeutic and educational programs and services for students with disabilities; to provide professional development to educators; to provide related services to students with disabilities in Member and Non-Member Districts and to provide other high-quality cost-effective services to meet the changing needs of Member District. The Collaborative, therefore, exists to conduct educational programs and services which shall complement and strengthen the school programs of Member Districts and increase educational opportunities for children when it is determined that such programs can most effectively and economically be provided on a collaborative basis. The foregoing purpose includes the authority of the Collaborative, acting through its Board of Directors, to contract with corporations, individuals, associations, agencies and/or any other entities in order to obtain and provide services for Member District.

STUDENT POPULATION

The Keystone Educational Collaborative Programs is a highly specialized special education program that serves children and adolescents who have difficulty with cognitive, behavioral, and emotional health

problems due to a wide range of diagnosis. Such impairments have overall impacted the student's overall growth academically, behaviorally, and socially within their schools and within their communities limiting their ability to make effective progress within the least restrictive environment's.

AGE DEMOGRAPHICS

The Keystone Educational Collaborative has a wide range of programs that supplies services to students between Prekindergarten through Post-Secondary (Ages 4- 22).

ENROLLMENT

Keystone Educational Collaborative welcomes referrals to the program, which are typically coordinated by the Special Education Directors of the sending school district. Upon receipt of the referral package that includes all pertinent educational documents (psychological, psychiatric, and educational assessments) and individual education plans, the Special Education Director will be contacted. All referrals will be reviewed and disseminated to the appropriate program and will be considered as candidates. Receipt of a referral package will require copies of appropriate consent/parent notification forms; parents will need to complete the intake package, including releases of information, and obtain all needed medical documentation. All intake forms and referral information will be placed in the official student record. Although the student does not need to attend the intake, it is imperative that he or she meet the program supervisor prior to being officially accepted.

If the referral seems appropriate, an appointment will be made with the child's parent/guardian to schedule a visit and/or an intake. If school is in session, the student will attend class and meet the teacher and peers. The referring school district, the Keystone program and TEAM members will meet to make the final placement decision. All students must have a current IEP and immunization records. Transportation is arranged by the sending district and usually takes at least 24 hours to set up.

Proceeding the intake process the sending district will coordinate a meeting be held with the guardian, Educational Team Leader from the sending district and Keystone Educational Program team members. It is the responsibility of the ETL to coordinate the meeting and send out invitations. Responsibility for writing a new Individualized Educational Plan will be determined by the Team (IEP to be written by program supervisor together with sending district). Students that require ELE services beyond the IEP services will be coordinated by the sending districts ETL or the districts designated for EL services. Each district will ensure that the required data collection on progress, opting out of services, or students' progression once services have been discontinued be tracked within the sending districts database. Keystone will collaborate and assist with tracking data within the IEP formatted document if requested by the district.

It is the responsibility of the sending district to coordinate transportation to and from school. Districts

generally need a minimum of 24 hours' notice to set up such transportation.

The program administrator will notify in writing the Keystone Educational Collaborative business office and the sending district confirmation of the student's acceptance and/or start date as well as any changes in the student's address and impending discharge dates. Teachers need to notify the program supervisor of any information related to changes in student address, custody or other pertinent information as soon as possible. Staff will inform parents that if they are moving, it is their responsibility to register their child in the new school district. The student cannot continue to attend the program until the new district has approved of the placement.

COORDINATION/COLLABORATION WITH PUBLIC SCHOOL DISTRICTS

Keystone Educational Collaborative recognizes that sending school districts have the primary responsibility for convening a student's educational team, determining eligibility, developing the IEP and deciding on appropriate placement. Keystone Educational Collaborative understands that our program staff play an important and intricate role in helping the sending district determine if a placement in our programs is appropriate, delivering services, assessing, and communicating progress, developing new IEPs, planning for a student's return to less restrictive placement and preparing a student for adult life. To that end Keystone Educational Collaborative will:

- Provide a complete review of referral packets and contact the sending district to discuss the appropriateness of a referral in a timely manner.
- Arrange for district and family visits to the program when requested.
- Assist the sending district to develop IEPs subsequent to admission to a Keystone Educational Collaborative Program.
- IEP development and implementation and roles in 3-year eligibility re-determinations;
- Contents of and general arrangements for executing contracts with placing school districts;
- Assist the sending district in providing the names and contact information of team members and in notifying team members of team meetings.
- Providing written progress reports and monitoring student progress.
- Documenting student incidents, student related developments, FBAs, manifestation determinations, behavioral plans and discipline issues and notifying the sending districts of student related developments in a timely manner.
- Administration of required tests or coordinate the administration of tests with the sending district. Preparing the student to return to a less restrictive environment including arranging student and staff site visits to the less restrictive environment when appropriate and the development of a transition plan.

- Preparing the student for transition to adult life including coordination with DDS, DMH, MCDHH, MCB and other state agencies as appropriate.
- Issuing certificates of attendance or completion as appropriate

State Requirements: 28.06(2-3), 28.09(9)(c) &(d), 28.09(2)(b)7

Federal Requirements: 300.349 and 300.400-.401

CONTRACTS

Keystone Educational Collaborative and your child's sending district will be supplied a written contract for each enrolled student consistent with the requirements of 603 CMR 28.06(3) (f)., which shall include, but not be limited to, the following terms:

1. The out-of-district placement shall comply with all elements of the IEP for the student and shall provide, in writing, to the Administrator of Special Education detailed documentation of such compliance through completion of required student progress reports.
2. The out-of-district placement shall allow the placing school district to monitor and evaluate the education of the student and shall make available, upon request, any records pertaining to the student to authorized school personnel from the school district and the Department in accordance with 603 CMR 23.00: *Student Records*
3. The out-of-district placement shall allow the placing school district and/or the Department to conduct announced and unannounced site visits and to review all documents relating to the provision of special education services to Massachusetts students at public expense. Access to documents for the placing school district shall include general documents available to the public, documents specifically related to the student placed by such district, and other documents only to the extent they are necessary to verify and evaluate education services provided at public expense.
4. The out-of-district placement shall afford publicly funded students all the substantive and procedural rights held by eligible students, including but not limited to those specified in 603 CMR 28.09, and shall comply with all other applicable requirements of 603 CMR 28.00 and applicable policy statements and directives issued by the Department.
5. ELE Students will be supported by the sending district on any services that are required. Keystone will coordinate with sending districts to ensure that EL students are:
 - Evaluated by the sending district utilizing assessment data to plan and implement educational programs for students at different instructional levels to the collaborative who will assess the student educational needs
 - Children who are English learners shall be educated through sheltered English immersion or an alternative instructional program that meets the requirements of federal and state law, during a temporary transition period not normally intended to exceed the timelines

- established by the Department in benchmarks established pursuant to G.L. c. 71A, § 11. Alternative instructional programs include, but are not limited to, transitional bilingual education and dual language education or two-way immersion programs. Keystone Educational is a not alternative instructional program for this specific area of need.
 - Keystone would adhere to ELE programs requirements and would utilize research-based and include subject matter content and an English language acquisition component.
 - The collaborative would only group ELs of different ages together in instructional settings if their levels of English proficiency are similar.
 - The collaborative would adhere to the sending districts procedures to identify English learners who do not meet English proficiency benchmarks and shall adhere to the sending districts process
 - (i) identify areas in which identified English learners needs improvement and establish personalized goals for the identified English learners to attain English proficiency;
 - (ii) assess and track the progress of English learners in the identified areas of improvement;
 - (iii) review resources and services available to identified English learners that may assist said learners in the identified areas of improvement; and
 - (iv) incorporate input from the parents and guardian of the identified English learner.
 - The collaborative will ensure grouping of students that ELs receive effective content instruction at appropriate academic levels and that ESL instruction is provided at the appropriate proficiency level. ESL instruction should be aligned to the Massachusetts Curriculum Frameworks and must integrate components of the WIDA English Language Development (ELD) Standards.
 - The evaluation of ELE programs by the sending district shall include, but shall not be limited to: (i) a review of individual student records of English learners; (ii) a review of the programs and services provided to English learners; (iii) a review of the dropout, graduation, discipline and special education incidence rates of the English learner population in the district; (iv) using the best available data, a review of the dropout, graduation, discipline and special education rates of English learners who exited the English learner education program within the 3 school years preceding the on-site visit for that 3-year period; (v) a description of the processes by which school-based teams, consisting of educators, administrators and support staff, monitor the progress of English learners and former English learners; (vi) a review of the amount, frequency and effectiveness of English as a second language instruction; and (vii) a review of the administration and coordination of English learner education programs.
6. The Collaborative shall not discriminate on the grounds of race, color, national origin, sex, gender

identity, disability, religion, limited English-speaking ability, sexual orientation and homelessness.

PARENT INVOLVEMENT

Keystone Educational Collaborative recognizes that parents/guardians play an important role in the education of their child. Parents in all Keystone Educational Collaborative programs are encouraged to be

active members of their child's educational team. Parents/guardians are encouraged to join Parent Advisory and Support Groups offered within their sending school districts.

Parental Consent

It is Keystone Educational Collaboratives policy to keep parents informed of a wide range of topics and to obtain consent from parents for activities that may involve their child. The program has developed and implement policy and procedures to work with school districts to obtain the following consents:

1. Annual:

- Emergency medical treatment
- Medication Administration (when applicable)

2. When applicable:

- Research
- Experimentation
- Fundraising
- Publicity
- Observation

Notification of Curriculum That Involves Human Sexuality and Sexual Education Keystone Educational Collaborative will notify parents/guardians and obtain written permission for any student to participate in curriculum that involves human sexuality or sexual education pursuant to Parental Notification Law M.G.L. c. 71, section 32A. Any information regarding human sexuality in the sexual education curriculum will be presented in a manner that is developmentally appropriate for each student. State Requirements: 603 CMR 18.05(5)(c), 18.05(8), 18.05(9)(f)(1) and 18.05 (9)(j); M.G.L. c. 71, § 32A.

Permission for Research or Experimentation

If any Keystone Educational Collaborative students are subjects of any research project or experiment while in Keystone Educational Collaborative Programs then Keystone Educational Collaborative will ensure that written, informed consent is obtained from the student and the student's parents/ guardians.

Keystone Educational Collaborative will obtain copies of approval from the researchers Institutional Review Board and copies of the research design and methodology from the researchers. Keystone Educational Collaborative staff will work with the student's family/guardian and sending district to determine the appropriateness of any research or experiment.

Fundraising and Publicity

Keystone will obtain written parent/guardian consent for student photos or other personally identifiable information to be used in any fundraising or publicity event including newspaper articles, brochures, magazines, TV or other media.

Parent Complaint/ Concern Resolution Process

Keystone Educational Collaborative welcomes parent input. Complaints or concerns about a student's education are taken seriously by the Collaborative and will be addressed in the following manner:

For minor concerns or complaints parents should contact their child's teacher and attempt to resolve the issue. If the issue cannot be resolved at this level the Program Administrator should be contacted, and a meeting will be arranged to address the concern or complaint. The School Counselor can also be contacted and acts as a resource for parents and staff.

For more serious concerns or complaints parents/guardians should contact the child's teacher and the Program Administrator. A meeting will be arranged and an attempt to resolve the issue will be made. The School Counselor is also available to act as a resource for families and staff. If an issue cannot be resolved at this level parents may contact the Executive Director and a meeting will be arranged to attempt to resolve the issues.

Parents/Guardians always have the right to contact the sending school district and/or any outside agencies of their choice.

Communications are in English and Primary Language of the Home

The Keystone Educational Collaborative team will work with our families' communications with parents are being supplied in a clear and commonly understood words and are in both English and the primary language of the home if such primary language is other than English. Keystone will work with families sending districts to secure an interpreter used to fulfilling these requirements who are fluent in the primary language of the home and familiar with special education procedures, programs, and services. If the parents or the student are unable to read in any language or are blind or deaf, communications required by these regulations are made orally in English with the use of a foreign language interpreter, in Braille, in sign language, via TTY, or in writing, whichever is appropriate, and all such communications are documented.

ACADEMIC SCHOOL YEAR

School Year Schedules

Before the beginning of each school year, Keystone Educational Collaborative will set a school year schedule for each program. The school year will include at least 180 school days for students in grades 1-12 at each elementary, middle, and secondary program in the Collaborative.

The Collaborative will ensure that unless your child's IEP provides otherwise, each elementary school student is scheduled for at least 900 hours of structured learning time a year and each secondary school student is scheduled for at least 990 hours of structured learning time a year, within the required school year schedule. Keystone will work with districts sites and sending districts on the coordination of the school year calendar. School year calendars will be posted on the program website under the specific program your child attends. The school calendar will also be issued to families at the beginning of the year with the student and family handbook and required documentation.

State Requirements M.G.L. c. 69, §1G; 603 CMR 27.03, 27.04

Daily Instructional Hours

Keystone Educational Collaborative will ensure that each student is scheduled to receive an average minimum of the following instructional hours unless otherwise approved by ESE or a student's IEP provides otherwise:

Elementary – A total of:

10-month program – 900 hours

Secondary – A total of:

10-month program – 990 hours

The program ensures that, unless a student's IEP provides otherwise, each elementary school student is scheduled for at least 900 hours of structured learning time a year and each secondary school student is scheduled for at least 990 hours of structured learning time a year (including physical education for all students, required by M.G.L. c. 71, § 3), within the required school year schedule.

State Requirements 603 CMR 27.04

School Cancellations /School Delays/Early Dismissals/ Other:

Keystone Educational Collaborative operates our programs within a variety of different communities/districts and therefore operates under different terms across our programs. The following guidelines should be used to support staff, families and vendors during times of school cancellations/school delays/early dismissals/ and others.

In District Programs: These programs are identified as classrooms that are housed specifically within one of our member district buildings.

- **School Cancellation: Inclement weather:** Programs that are being operated within the public school will abide by the district's cancellation policy. If you work or your child attends one of these programs the required learning day will be made up at the end of the year in accordance with the student IEP and staff compensation agreements. Staff and families will be advised of closures on media site WCVB, which will identify the district closure as well as **Keystone: (Location):** closure.
- **School Delays:** Programs that are being operated within the public school will abide by the district's delay policy. If your child attends one of these programs the start of the school day will be delayed based upon the district's posting. School delays are delays for students only and staff members should take all precautionary actions to ensure that they provide themselves ample amount of time to get safely into work before the admittance of students. School delays or early dismissals will not be required to be made up and will count as a full learning day. Staff and families will be advised of school delays on media site WCVB, which will identify the district delay as well as **Keystone: (Location):** delay.
- **Early Release:** Programs that are being operated within the public school will abide by the district's early release policy. If your child attends one of these programs the school day may be dismissed early based upon the district's posting. Depending on the reason for the early release day a Program Administrator will coordinate with families and the bus companies to ensure a safe student release. Staff members will be compensated for the full day as per their agreements and will not depart till all students within that program have been picked up and are enroute home. School delays or early dismissals will not be required to be made up and will count as a full learning day. Staff and families will be advised of school early releases on media site WCVB and will be contacted by a Keystone Staff to ensure that a caregiver will be able to receive the student home early due to the release.
- **Other:** Programs that are being operated within the public school may abide by a district's need for closures depending on the reason for closure. These types of closures are rare and will be discussed by the Executive Director and the district Superintendent. Staff and families will be advised of this "other closure" on media site WCVB, which will identify the district delay. If the collaborative is in agreement with closure, it will be posted as **Keystone: (Location):** closure. If families and staff do not see the specific **Keystone: (Location):** on WCVB then we will be operating normal services.

Out of District Programs: These are programs that are located in leased properties that are not affiliated within a public school building.

- **School Cancellation: Inclement weather:** Programs that are not being operated within the public school will abide by the collaboratives cancellation policy. If you work or your child attends one of these programs the required learning day will be made up at the end of the year in accordance with the student IEP and staff compensation agreements. Staff and families will be

advised of closures on media site WCVB, which will identify specifically **Keystone: (Location):** closure. Keystone wants to ensure the safety of all of the students and staff and will collaborate with the towns DPW and the districts in making the call if roads will be unsafe for all. If the program deems that it will be safe to operate then no posting will be posted, and we will operate as normal programming time. Van vendors will abide by their individual contracts with districts and may not supply transportation to a town that has deemed it inclement weather regardless if the collaborative is open. All matters pertaining to this should be addressed with the sending district.

- **School Delays:** Programs that are not being operated within the public school will abide by the collaborative's delay policy. If your child attends one of these programs the start of the school day will be delayed based upon the collaborative's posting. School delays are delays for students only and staff members should take all precautionary actions to ensure that they provide themselves ample amount of time to get safely into work before the admittance of students. School delays or early dismissals will not be required to be made up and will count as a full learning day per DESE. Staff and families will be advised of school delays on media site WCVB, which will identify the as **Keystone: (Specific Site):** delay. Keystone wants to ensure the safety of all of the students and staff and will collaborate with the towns DPW and the districts in making the call if roads will be unsafe for all. If the program deems that it will be safe to operate then no posting will be posted, and we will operate as normal programming time. Van vendors will abide by their individual contracts with districts and may supply transportation to a town that has delay regardless if the collaborative is open. All matters pertaining to this should be addressed with the sending district.
- **Early Release:** Programs that are not being operated within the public school will abide by the collaboratives early release policy. If your child attends one of these programs the school day may be dismissed early based upon the collaboratives posting. Depending on the reason for the early release day a Program Administrator will coordinate with families and the bus companies to ensure a safe student release. Staff members will be compensated for the full day as per their agreements and will not depart till all students within that program have been picked up and are enroute home. School delays or early dismissals will not be required to be made up and will count as a full learning day per DESE. Staff and families will be advised of school early releases on media site WCVB and will be contacted by a Keystone Staff to ensure that a caregiver will be able to receive the student home early due to the release.
- **Other:** Programs that are not being operated within the public school may abide by a district's need for closures depending on the reason for closure. These types of closures are rare and will be discussed by the Executive Director and the district Superintendent. Staff and families will be advised of this "other closure" on media site WCVB, which will identify the district delay. If the collaborative is in agreement with closure, it will be posted as **Keystone: (Location):** closure. If families and staff do not see the specific **Keystone: (Location):** on WCVB then we will be operating normal services. Van vendors will abide by their individual contracts with districts and

may supply transportation to a town that has delay/cancellation regardless if the collaborative is open. All matters pertaining to this should be addressed with the sending district.

Structured Learning Time

Keystone Educational Collaborative will ensure that its structured learning time is time during which students are engaged in regularly scheduled instruction, learning, or assessments within the curriculum of core subjects and other subjects as defined in 603 CMR 27.02 (including physical education, required by M.G.L. c. 71, § 3). The Collaborative's structured learning time may include directed study (activities directly related to a program of studies, with a teacher available to assist students), independent study (a rigorous, individually designed program under the direction of a teacher, assigned a grade and credit), technology-assisted learning, presentations by persons other than teachers, school-to-work programs, and statewide student performance assessments.

The Collaborative ensures that its structured learning time does not include time at breakfast or lunch, passing between classes, in homeroom, at recess, in non-directed study periods (study halls), participating in optional school programs, or receiving school services such as health screening, speech, or physical and occupational therapy, except where those services are prescribed by a student's IEP.

The hours spent in any type of structured learning time are verified by the Collaborative. Where the Collaborative counts independent study or a school-to-work program as structured learning time, it has guidelines that explain clearly how hours spent by students are verified.

State Requirements, M.G.L. c. 69, § 1G; 603 CMR 27.02, 27.04

Curriculum

The program curriculum is based on age-appropriate lessons in core subject area including English/language arts, math, science and social studies. The curriculum materials are aligned with the MA Curriculum Frameworks and, to the extent possible, with the curriculum of the sending school district. Lessons are individualized to meet the goals and objectives outlined in each student's IEP. Teachers are expected to create and maintain lesson plans appropriate for each student. Data on student performance and annual and quarterly progress reports must be completed and maintained for each student.

The Collaborative ensures that individual teachers in the Collaborative review all educational materials for simplistic and demeaning generalizations, lacking intellectual merit, on the basis of race, color, national origin, sex, gender identity, disability, religion, limited English speaking ability, sexual orientation and homelessness. Appropriate activities, discussions and/or supplementary materials are used to provide balance and context for any such stereotypes depicted in such materials.

State Requirements: M.G.L. c. 76, § 5 and 603 CMR 26.05(2), as amended by Chapter 199 of the Acts of 2011.

IEP Implementation and Availability

Where the IEP of the student in need of special education has been accepted in whole or in part by that student's parent, Keystone Educational Collaborative will ensure to provide the mutually agreed upon services without delay.

At the beginning of each school year, the Collaborative has a current IEP for each enrolled Massachusetts student that has been issued by the responsible public school district and consented to and dated by the student's parent(s) (or the student, when applicable). Each teacher and provider described in the IEP will be informed of his or her specific responsibilities related to the implementation of the student's IEP and the specific accommodations, modifications, and supports that must be provided for the student under it. Keystone Educational Collaborative will not delay implementation of the IEP due to lack of classroom space or personnel, provides as many of the services on the accepted IEP as possible and immediately informs the responsible school district and parents in writing of any delayed services, reasons for delay, actions that the Collaborative is taking to address the lack of space or personnel and offers alternative methods to meet the goals on the accepted IEP. Upon agreement of the responsible school district and parents, the Collaborative implements alternative methods immediately until the lack of space or personnel issues are resolved.

State Requirements: 603 CMR 28.05(7)(b); 28.06(2)(d)(2), Federal Requirements: 34 CFR 300.323

Independent Study and Virtual Learning

The Keystone Educational Collaborative is dedicated to providing students with a wide variety of learning opportunities. If a student's educational team decides that the student is a good candidate for an independent study option, a virtual learning program, a school to work option or any other non traditional, out of classroom learning experience, Keystone Educational Collaborative will work with the sending district to find and provide such opportunities.

The Keystone Educational Collaborative Program Administrator will be responsible for getting credit approval from the sending district, for arranging transportation with the sending district and for keeping a written record of all time spent in non-traditional or out of classroom learning. Keystone Educational Collaborative will appoint an appropriately licensed or certified mentor, tutor or work study supervisor to oversee the day-to-day implementation of the program.

ELE Services

Keystone Educational Collaborative acknowledges that a parent or guardian of an English learner may withdraw the student from an English learner education program in accordance with state and federal law. The sending districts process for withdrawal from services would be followed at the time of the request and modification of the IEP will occur at the TEAM process. The collaborative will continue to provide

English language support to students whose parents have declined entry or withdrawn from a sheltered English immersion, dual language education or two-way immersion program, or other ELE program.

The written confirmation of the withdrawal shall be provided annually to the school by the parent or legal guardian and such confirmation shall be retained in the student's cumulative folder and shared with the sending district. The parent/ guardian retains the right to re-establish the students' right to enter an ELE program at an alternate later time.

Progress Reports

Keystone Educational Collaborative will provide parents reports on student progress toward reaching their goals at least as often as parents are informed in the student's sending district. Progress report information sent to parents includes written information on the student's progress towards the annual goals in the IEP, including information on the extent to which such progress is sufficient to enable the child to achieve the goals by the end of the year. Students that may have ELE services in addition to the IEP will also be documented based upon the sending districts policy and format. The collaborative will document such progress and can embed the data and information with the IEP or IEP format (e.g., N1/Additional Information) based upon the sending districts discretion.

Where a student's eligibility terminates because the student has graduated from secondary school or exceeded the age of eligibility, the Collaborative provides the student with a summary of his or her academic achievement and functional performance, including recommendations on how to assist the student in meeting his or her postsecondary goals. Copies of progress reports shall be maintained in student records, including documentation of persons or agencies receiving such reports. Students that in addition to the IEP who have ELE services will collaboratively monitor progress with the sending district and will implement the following:

1. The collaborative and sending district will actively monitor students who have exited an ELE education program for four years and provides language support to those students, if needed.
2. The collaborative and sending district will provide support, if needed, to remedy any academic deficits the student incurred as a result of participation in the ELE program.
3. If a former EL fails to make academic progress after his or her EL classification has been removed, as measured by his or her grades and content area assessments, and if a school-based team familiar with the student determines that this failure is due to lack of English proficiency, the collaborative will reconvene the team IEP process with the sending district and will reclassify the student as an EL and provide ELE services and or modify the student that have an IEP to address their identified need based upon their disability.
4. The collaborative and the sending district will be responsive to former ELs who struggle academically not due to language, but for reasons related to time spent in the ELE program and

missed academic content.

Progress reports and academic summaries (when applicable) will be sent to parents/guardians by the Program Secretary or Program Supervisor. A record of when and where the progress report/academic summary was sent to will be maintained by the program.

Keystone will ensure to send progress documents to the families and their native language designated within the student management system and will also supply the sending district copies of such documents. State Requirements: 603 CMR 28.07(3), Federal Requirements: 34 CFR 300.305(e)(3); 300.320(a)(3)

MCAS (Massachusetts Comprehensive Assessment System)

All students with disabilities, including those enrolled in out-of-district placements, are included in the Massachusetts Comprehensive Assessment System (MCAS) and other district-wide assessment programs. MCAS is the Commonwealth's statewide assessment program for public school students, developed in response to the Education Reform Law of 1993. The MCAS assessment program is designed to promote high academic standards for all public-school students across the Commonwealth by measuring student performance based on the learning standards contained in the Massachusetts *Curriculum Frameworks*. Students will be required to earn a passing score on the English Language Arts and Mathematics tests in order to obtain a high school diploma. More in-depth information about MCAS can be found on the Massachusetts Department of Elementary and Secondary Education (DESE) website. The Massachusetts Department of Elementary and Secondary Education has established the MCAS Test Administration Schedule.

State Requirements: St. 2003, c. 140, s. 119; 603 CMR 30.05(2), (3), (5)

Federal Requirements 20 U.S.C. 1412(a)(16)

All students in grades 3 and above attending Keystone Educational Collaborative programs are required to participate in MCAS testing per MA regulations. Students must participate in either the standard MCAS testing, MCAS with accommodations or the Alternate Assessment process (MCAS Alt.). Each student's educational team will determine which option is best for the student and will indicate that in the IEP. The team will also identify any necessary accommodations required. It is the teacher's responsibility to ensure that their enrolled students be assigned to the appropriate assessment (*i.e., MCAS or MCAS ALT*) with the identified accommodations, by submitting a classroom roster to the Program Administrator. If an MCAS-ALT assessment is indicated the teacher is responsible to register their student and the Program Administrator will arrange for necessary accommodations for all assessments.

The Program Administrator will ensure that the MCAS Alternate Assessment process has been discussed with the team for any student with a significant disability and for students who have failed the standard MCAS test with or without accommodations. The Program Administrator will ensure that the parents of

any student taking the MCAS Alt. are provided written information on the assessment.

Assistive Technology

In developing each student's IEP, Keystone Educational Collaborative and the IEP Team will consider whether the student needs assistive technology devices and services. Each public agency must ensure that assistive technology devices and services are made available to a student with a disability if required as a part of the student's special education, related services, and/or supplementary aids and services. If the Team recommends an assistive technology evaluation, a multidisciplinary team of professionals knowledgeable about assistive technology devices should conduct the assessment with the student and family being included in the evaluation process.

In instances when assistive technology devices and/or services are determined as required, the Team must further determine and document which settings (classroom, home or other) in which the student needs access to those devices and services in order to assure provision of FAPE.

The IEP Team will also consider the communication needs of the student. Augmentative and alternative communication (AAC) is a form of assistive technology that can help students with disabilities that impede their ability to communicate to meet their education goals and participate fully alongside their nondisabled peers in all aspects of their education. AAC should be considered for those students who cannot communicate effectively through oral speech, including students with autism, cerebral palsy, intellectual disabilities, congenital disabilities, selective mutism, muscle disease, sensory impairments, and traumatic brain injury.

Assistive technology device means any item, piece of equipment, or product system, whether acquired commercially off the shelf, modified, or customized, that is used to increase, maintain, or improve the functional capabilities of a student with a disability. The term does not include a medical device that is surgically implanted, or the replacement of such device.

Assistive technology service means any service that directly assists a student with a disability in the selection, acquisition, or use of an assistive technology device. The term includes—

- The evaluation of the needs of a student with a disability, including a functional evaluation of the student in the student's customary environment;
- In collaboration with the public school district and as determined by each individual IEP, purchasing, leasing, or otherwise providing for the acquisition of assistive technology devices by students with disabilities;
- Selecting, designing, fitting, customizing, adapting, applying, maintaining, repairing, or replacing assistive technology devices;
- Coordinating and using other therapies, interventions, or services with assistive technology

devices, such as those associated with existing education and rehabilitation plans and programs;

- Training or technical assistance for a student with a disability or, if appropriate, that student's family; and
- Training or technical assistance for professionals (including individuals providing education or rehabilitation services), employers, or other individuals who provide services to, employ, or are otherwise substantially involved in the major life functions of that student.

State Requirements: 603 CMR 28.04(2); Technical, Assistance Advisory SPED 2018-3, Addressing the Communication Needs of Students with Disabilities through Augmentative and Alternative Communication (AAC). Federal Requirements: 34 CFR 300.5; 300.6; 300.105; 300.324(a)(2)(v)

Related Services

Any students at Keystone Educational Collaborative with special education needs found to require related services will be provided within the program or arranged for the provision of transportation and such developmental, corrective, and other supportive services as are required to assist your child's benefit in special education or to access the general curriculum, and includes:

1. speech-language pathology and audiology services
2. psychological services
3. physical therapy

4. occupational therapy
5. recreation, including therapeutic recreation.
6. early identification and assessment of disabilities in children, by notification to the responsible public school district
7. counseling services, including rehabilitation counseling
8. orientation and mobility services (peripatology)
9. medical services for diagnostic or evaluation purposes
10. school health services, including school nurse services.
11. social work services
12. parent counseling and training, and
13. interpreting services.
14. ELE Services

State Requirements: 603 CMR 28.02(18)

Federal Requirements: 34 CFR 300.34; 300.323(c)

Teacher Licensure/Endorsements

All teachers must carry the appropriate licensure/endorsement for their position. Teachers that have licensure in a different field but are actively working on a secondary or additional license must provide

transcripts and other requested documentation. Active engagement in their program will require that the employee complete a minimum of two graduate courses per academic school year that aligns with their anticipated licensure area. Individuals that have completed all required coursework for their programs, but are awaiting the completion of all MTEL requirements, must provide the organization proof of active engagement in attempts to pass the exam 5 times per academic year. Staff will be required to provide verification of satisfactory completion of MTEL exams. Staff that fail to provide the required documentation or acquire the required license within the time frame specified will not be eligible for continued employment.

The collaborative will ensure that all teachers are working on their SEI endorsement required by DESE and will also ensure that ELE students be placed only with teachers that have such endorsement. The collaborative will work with the sending district who will supply a licensed EL teacher to support the students' areas of need as identified for ELE services.

Use of Paraprofessionals

Persons employed as paraprofessionals and assistants do not design instruction for students with disabilities but are expected to implement instruction under the supervision of an appropriately certified or licensed professional who is proximate and readily available to provide such supervision.

Educational Interpreters/Related Service Providers

If a student at Keystone Educational Collaborative requires a providers of interpreting services for students who are deaf or hard of hearing/ or any related service provider, the Collaborative will ensure that they are be registered with both state and ESE licensing boards as applicable. State Requirements: 603 CMR 28.02(3), (18)

Federal Requirements: 34 CFR 300.34; 300.156(b)

Accessibility of Extracurricular Activities

Extracurricular activities sponsored by the Collaborative or the child's sending district are nondiscriminatory in that:

1. the Collaborative and the sending district provide equal opportunity for all students to participate in intramural and interscholastic sports; and
2. extracurricular activities or clubs sponsored by the Collaborative do not exclude students on the basis of race, color, national origin, sex, gender identity, religion, limited English speaking ability, sexual orientation, or homelessness.

State Requirements: Mass. Const. Amend. Art. 114; M.G.L. c. 76, § 5 and 603 CMR 26.06(1), as amended by Chapter 199 of the Acts of 2011

Federal Requirements: Title VI: 42 U.S.C. 2000d and 34 CFR 100.3(a), (b); Title IX: 20 U.S.C. 1681 and 34 CFR 106.31, 106.41; Section 504: 29 U.S.C. 794 and 34 CFR 104.4,104.37(a), (c); Title II: 42 U.S.C.

Field Trip Policy

Keystone Educational Collaborative recognizes that field trips can bring the school and the community closer together, which can result in real life experiences that enrich the curriculum for students. A field trip is defined as any school-sponsored activity carried on during the regular school day or as an extension of the regular school day. The field trip is to be an integral part of the education program, directly related to the total school program and/or curriculum. Field trips will be approved at the discretion of the Program Administrator and the Executive Director. All out of state field trips must have advance approval of the Executive Director and Board of Directors notified. A student is eligible to participate in school-sponsored field trips only if the students and her/his parent have completed, signed and returned the *Parent Consent for Field Trip and Medical Authorization Form*.

All staff drivers must demonstrate a valid driver's license, car registration, and adequate insurance. Staff should inform the insurance company of their intentions to use their car for this purpose (see Keystone Educational Collaborative policy).

Staff should not be expected to pay for the cost of their admission. Instead, their cost should be added to the child's price and/or funds should be requested through the Keystone Educational Collaborative Business Office in advance. For some activities there may be field trip money available through the program budget. If a student is unable to afford the cost of a field trip, arrangements to cover the cost of an educationally related trip should be made through the program supervisor.

Instructional Grouping Requirements for Students Aged Five and Older

The Keystone educational team will work diligently to ensure that your child's classroom placement meets their academic and social emotional needs. Instructional groupings and classroom sizes are an intricate part of our program design to ensure that we are able to individualize your child's programming for their success. The following parameters stated below are guidelines that we adhere to:

1. The size and composition of instructional groupings for eligible students receiving services outside the general education classroom are compatible with the methods and goals stated in each student's IEP.
2. Instructional grouping size requirements are maximum sizes and the Collaborative exercises judgment in determining appropriate group size and supports for smaller instructional groups serving students with complex special needs.
3. When eligible students are assigned to instructional groupings outside of the general education classroom for 60% or less of the students' school schedule, group size does not exceed:
 - 8 students with a certified special educator,
 - 12 students if the certified special educator is assisted by 1 aide, and

- 16 students if the certified special educator is assisted by 2 aides.
4. For eligible students served in settings that are substantially separate, serving solely students with disabilities for more than 60% of the students' school schedule, the Collaborative provides instructional groupings that do not exceed:
 - 8 students to 1 licensed special educator, or
 - 12 students to 1 licensed special educator and 1 aide.
 5. After the school year has begun, if instructional groups have reached maximum size as delineated in parts 3 and 4 of this criterion, the administrator of the program, Collaborative director and the certified special educator(s) providing services in an instructional group may decide to increase the size of an instructional grouping by no more than 2 additional students if the additional students have compatible instructional needs and then can receive services in their neighborhood school.
 6. In such cases, the administrator provides written notification to the Department and the parents of all group members of the decision to increase the instructional group size and the reasons for such decision. Such increased instructional group sizes are in effect only for the year in which they are initiated, and parents will be notified of such a waiver.
 7. The Collaborative takes all steps necessary to reduce the instructional groups to the sizes outlined in parts 3 or 4 of this criterion for subsequent years. Such steps are documented by the Collaborative.

State Requirements: 603 CMR 28.06(6)

Age Span Requirements

The Keystone educational team will work diligently to ensure that your child's classroom placement meets their academic and social emotional needs. Instructional groupings and the ages of the youngest and oldest student in any instructional grouping do not differ by more than 48 months. A written request for approval of a wider age range is submitted to the Commissioner of Elementary and Secondary Education in cases where the Collaborative believes it is justified. Such requests are implemented only after approval of the Department of Elementary and Secondary Education and parents will be notified of such a waiver.

State Requirements: 603 CMR 28.06(6)(f)

Student Records

Student records consist of all information kept by the Collaborative and is organized in a manner such that a student may be individually identified. Student records include both the Permanent Record and an Electronic Record. The permanent record will contain all the data necessary to reflect a student's educational documents supplied by the sending district and documents generated by the Collaborative

(e.g., IEP, Progress Reports, Assessments, Report card, and MCAS results etc.)

The Electronic Record contains information on the sending district, the family and the emergency contact information as well as student data such as attendance, discipline, and suspension. Duplicate data of pertinent educational documents (e.g., IEP, Progress reports) are also kept on the system for educator ease of access and is only allowed to Keystone employees that work directly with your child.

Student Records: Access by Parents and Students

A parent with physical custody of a student under 18 years of age or a student who has entered the ninth grade or is at least 14 years old (“eligible student”), has the right to inspect and/or copy all portions of the student record upon request. The record must be made available to the parent or eligible student no later than ten days after the request, unless the parent or eligible student consents to a delay or unless the request is made by a non-custodial parent. A reasonable fee may be charged for the cost of copying the record. The parent and eligible student also have the right to amend the student record or to request deletion of certain information.

The parent and eligible student may also request to have parts of the record interpreted by qualified school personnel or may have the student record inspected or interpreted by a third party of their choice. Such third party shall present specific written consent of the eligible student or parent, prior to gaining access to the student record.

Keystone Educational Collaborative will have copies of records generated by the Collaborative or what was provided by the sending district. A student permanent record can always be obtained by the student’s sending district.

Student Records: Access Procedures for Non-Custodial Parents

State law mandates standard procedures for making student records available to a non-custodial parent. Under M.G.L., Chapter 71, Section 34H, a non-custodial parent is one who does not have physical custody of their child. Such parent must submit a written request to the school principal annually in order to obtain a copy and/or access to their child’s record.

Confidentiality of Student Records: Access by Third Parties

With a few exceptions, information in a student’s record will not be released to a third party without the written consent of the eligible student and/or a parent having physical custody of a student under 18 years of age. These exceptions are set forth in the federal statute “FERPA”, 20 U.S.C., § 1232g and 34 CFR Part 99, and in the Massachusetts regulations, 603 CMR 23.00

It is the responsibility of the sending school district to maintain the permanent record for every student from the district. Keystone programs maintain student records necessary to develop and implement a

students' IEP. Requests for information from a student record should be made to the sending school district.

Student records will be available to authorized staff through the Program Secretary or Program Administrator. Student records maintained in the classroom by the teacher will be made available to authorized staff only through the teacher. Authorized staff include staff and therapists who work directly with the student, consultants who have a contractual relationship with Keystone Educational Collaborative or with a student's sending district regarding the student and staff from the students sending district. Custodial parents/guardians always have access to student records, as do students over the age of 18. Educational Surrogate Parents, (ESP) have access to all educationally related records. Consult with a Program Supervisor to determine "educationally related records."

A log of access will be kept as part of each student's record. The log shall indicate all persons who have obtained access to the student records that do not fall within the criteria of authorized personnel listed above. The log shall include: the name, position and signature of the person releasing the information;

the name, position and, if third party, the affiliation if any, of the person who is to receive the information; the date of access; the parts of the record to which access was obtained; and the purpose of such access.

Student records will be released to outside consultants, evaluators, medical personnel or other interested parties only with written consent from the student's parent or legal guardian on a release of information form.

Student files will be maintained by Keystone Educational Collaborative while the student is in a Keystone Educational Collaborative program. After the student leaves Keystone Educational Collaborative, the sending school district will be contacted, and records will be forwarded to the district. If the sending school district indicates that they do not want the files, the files will be destroyed.

NOTE: Unless student record information is to be deleted or released, this log requirement shall not apply to authorized personnel who inspect the student record, administrative office staff and clerical personnel who add information to or obtain access to the student record and the school nurses who inspect the student health record.

State Requirements: 28.09(5)(a); 28.09(10); 23.07(1); M.G.L. c. 71, § 34H

SCHOOL ENVIRONMENT

Special Education Facilities and Classrooms

Keystone Educational Collaborative currently is in facilities and classrooms that are within district buildings and within approved ESE leased sites. The Collaborative continues to work with our member districts to supply the following for your child:

- maximize the inclusion of such students into the life of the school.
- provide accessibility, free from barriers to mobility, to those areas of the buildings and grounds to which such access is necessary in order to implement fully each student's IEP.
- are at least equal in all physical respects to the average standards of general education facilities and classrooms in the building in which they are located.
- are given the same priority as any general education programs in the allocation of instructional and other space in the public-school building in which they are located in order to minimize the separation or stigmatization of eligible students; and
- are not identified by signs or other means that stigmatize such students.
- If the program which enrolls students requiring wheelchairs shall have at least one entrance without steps and wide enough for a wheelchair, for each building utilized in carrying out the IEPs for such students.
- If any part of the program is not accessible to students with limited physical mobility, a plan and timetable shall be provided that describes how the program will make all programs and appropriate buildings accessible.

State Requirements: 603 CMR 28.03(1)(b)

Federal Requirements: Section 504 of the Rehabilitation Act of 1973

Inspections and Required Documents

The Keystone Educational Program maintains copies of appropriate inspection and approval certificates that are available from the program secretary. In addition, a copy of the Keystone Personnel and Policy Manual, Student Handbook and the Program Procedure Manual are available at the front desk.

Physical Facility/ Architectural Barriers

Keystone Educational Collaborative assure that students with limited mobility have access, free from barriers to their mobility, to those areas of the buildings and grounds to which such access is necessary for the implementation of the IEPs for such students. All programs receiving federal funds shall meet the requirements of Section 504 of the Rehabilitation Act of 1973. A program which enrolls students requiring wheelchairs shall have at least one entrance without steps and wide enough for a wheelchair, for each building utilized in carrying out the IEPs for such students.

If any part of the program is not accessible to students with limited physical mobility, a plan and

timetable shall be provided that describes how the program will make all programs and appropriate buildings accessible.

State Requirements 603 CMR 18.04(8); 114

Federal Requirements: Section 504; 29 U.S.C. 794; 34 CFR Mass. Const. amend. art., 104.21,104.22;

Title II: 42 U.S.C., 12132; 28 CFR 35.149, 35.150.

Evacuation

Evacuation is implemented when conditions make it unsafe for both Keystone students and staff to remain in a building. This action provides for the orderly movement of students and staff along a prescribed route from inside the school building to a designated outside area. Evacuation is considered appropriate for but not limited to the following types of emergencies:

- Fire

- Gas Leak

- Bomb Threat

- Chemical Accident

- Explosion or threat

Fire Drill

Keystone Educational Collaborative will participate in quarterly fire drills that will be coordinated by the local fire department. These prescribed drills will supply your child the opportunity to safely learn appropriate evacuation procedures.

- When a fire alarm sounds, students are to file quietly out of the building. Directions for
- evacuation of the building are posted in each room.
- Any student or staff member not able to use the stairs, even temporarily, should report to the clinic for an elevator pass and implementation of an evacuation plan. The labeled “Wheelchair Evacuation Area” on each floor is designated as the waiting area for students or staff members unable to execute the stairs during a fire drill.
- Once the students have exited the building, they should proceed to the designated area away from the school to permit firefighters free and unobstructed access to the building.
- Students will not be allowed to re-enter the school until directed to do so by the administration with orders from the fire department.

Runaway Procedures

If a student has intentionally run away from the program then runaway procedures will be implemented. All appropriate documentation (Form 2, incident report) will be submitted to all

appropriate parties and ESE. Students that have wandering behaviors within their repertoire and are within sight of staff members will not constitute a runaway. Students that verbalize that they are leaving and or are an age of majority will not constitute a runaway. Parents will be notified immediately in all instances and local police if necessary. Students that do runaway will trigger a search response by the Program Administrator and designees who will gather information from the last team member in contact with the runaway student on all pertinent information (e.g., direction, description of clothing attire, time last seen etc.). Executive Director will be notified immediately and sending district will be verbally notified that of the outcome and that all written documentation will be provided to the necessary parties.

Posting of First Aid and Emergency Procedures and Contacts

Each Keystone Educational Collaborative Program will maintain a copy of the program's student handbook, the Keystone Personnel and Policy Manual and the Keystone Educational Collaborative Health Care Manual in the program office and in any satellite classrooms. Each program office and satellite classroom shall also publicly display:

- First Aid Procedures and special instructions relevant to the classroom population •

Emergency Procedures including evacuation plan and fire drill procedures.

- The Program will publicly display any current ESE approval certificates.

- Emergency Telephone numbers including:

- ✓ Fire
- ✓ Police
- ✓ EMS
- ✓ Poison Control
- ✓ DSS and DDS Mandated Reporting Phone Numbers
- ✓ District Emergency Contact Information

HEALTH

Nursing Coverage

The Keystone Educational Collaborative has a two Lead Nurses that have oversight of all our various different educational programs. The collaborative lead nurses meet all state and ESE licensure requirements to support your child's medical needs. Keystone Lead Registered Nurses provide oversight to program LPN's who will also provide medical treatment as prescribed by your child's PCP.

Medication Policy

Any student needing medication (including over-the-counter products) during the school day must have a written physician's order and/or written parental consent on file with the nurse.

Immunizations

Students entering school for the first time, whether at pre-kindergarten or through transfer from another school system, will be required to present a physician's certificate attesting to immunization against communicable diseases as may be specified from time to time by the Department of Public Health. The only exception to these requirements will be made on receipt of a written statement from a doctor that immunization would not be in the best interests of the child, or by the student's parent or guardian stating that vaccination or immunization is contrary to the religious beliefs of the student or parent/guardian.

Student Physicals

Every student will be examined for screening in sight, hearing, BMI, and for other physical problems as provided in the law and regulations. A record of the results will be kept by the school nurse. Whenever the school nurse finds a child suffering from any disease or medical problem, the situation will be reported to the parent or guardian by phone, in writing, or by personal visit if remedial treatment is recommended. A copy of the report will be filed at the school.

M.G.L. 71:53; 71:54; 71:56; 71:57. 105 CMR 200

Emergency Health Forms

All students and parents are required to complete and sign emergency health forms at the start of each school year. These forms provide important health information, contact persons and phone numbers for dismissals and emergencies.

All medication is to be kept in the nurse's office. Students should note that their unauthorized possession of prescription medication may result in suspension and/or expulsion as prescription medication is considered to be a controlled substance.

Transportation

It is the responsibility of the sending school district to ensure that transportation providers comply with all applicable state and federal safety regulations. Issues involving student behavior and/or safety on the bus should be submitted in writing to the Keystone Educational Program office and to the sending district using an appropriate transportation provider incident report form that describes the date, time, individuals involved and nature of the incident.

Transportation providers are to pick up and drop off students within ten (10) minutes of the school's pick up and drop off times. Any pattern of pick up or drop off exceeding this limit should be reported to the Program Supervisor. It is the responsibility of the School Secretary to keep a written list of the transportation providers for all of the students at Keystone Program. In the event of a transportation

problem, the School Secretary, or Program Administrator will pursue resolution to the problem by notifying the sending district and collaborating with the contracted van vendor.

CIVIL RIGHTS

Keystone Educational Collaborative will ensure all school personnel are trained annually on their civil rights responsibilities including the prevention of discrimination based on the following protected categories: race, color, national origin, sex, gender identity, disability, religion, limited English speaking ability, sexual orientation and homelessness and will supply staff the appropriate methods for responding to it in the school setting. Keystone will also ensure students' civil liberties are upheld by the standards identified below.

1. Keystone Educational Collaborative offers vocational education programming, and we will advise students, parents, employees and the general public before the beginning of each school year that all vocational opportunities will be offered regardless of race, color, national origin, sex, gender identity, disability, religion, limited English speaking ability, sexual orientation and homelessness. The notice includes a brief summary of program offerings and admission criteria and the name(s), office address(es), and phone number(s) of the person(s) designated under CR 11A to coordinate compliance under Title IX and Section 504.
2. Keystone Educational Collaborative will take continuing steps to notify applicants, students, parents, and employees (including those with impaired vision or hearing), as well as unions or professional organizations holding collective bargaining or professional agreements with the Collaborative, that it does not discriminate on the basis of race, color, national origin, sex, gender identity, disability, religion, limited English speaking ability, sexual orientation and homelessness. This notice also includes the name(s), office address(es), and phone number(s) of the person(s) designated under CCR 11A to coordinate compliance under Title IX and Section 504.
3. Written materials and other media used to publicize a school include a notice that the Collaborative and its programs does not discriminate on the basis of race, color, national origin, sex, gender identity, disability, religion, limited English speaking ability, sexual orientation and homelessness.

State Requirements: M.G.L. c. 76, § 5; 603 CMR 26.02(2) as amended by Chapter 199 of the Acts of 2011

Federal Requirements: Title VI: 42 U.S.C. 2000d; 34 CFR, 100.6(d); Title IX: 20 U.S.C. 1681; 34 CFR, 106.8(a), 106.9; Section 504: 29 U.S.C., 794; 34 CFR 104.8.

Counseling and Counseling Materials Free from Bias and Stereotypes

Keystone will continue to ensure that counseling and counseling materials are free from bias and

stereotypes on the basis of race, color, national origin, sex, gender identity, disability, religion, limited English speaking ability, sexual orientation and homelessness, all counselors at Keystone will:

1. encourage students to consider programs of study, courses, extracurricular activities, and occupational opportunities based on individual interests, abilities, and skills.
2. examine testing materials for bias and counteract any found bias when administering tests and interpreting test results.
3. communicate effectively with Els and disabled students and facilitate their access to all programs and services offered by the district;
4. ensure that Els have the opportunity to receive guidance and counseling in a language the student understands.
5. support students in educational and occupational pursuits that are nontraditional for their gender.

State Requirements: Mass. Const. amend. Art. 114; M.G.L. c. 71A, § 7; M.G.L. c. 76 § 5 and 603 CMR 26.03, 26.04 and 26.07(8), as amended by Chapter 199 of the Acts of 2011.

Federal Requirements: Title VI: 42 U.S.C. 2000d; 34 CFR 100.3(a), (b); EEOA: 20 U.S.C. 1703(f); Title IX: 20 U.S.C. ,1681; 34 CFR 106.31, 106.36; Section 504: 29, U.S.C. 794; 34 CFR 104.4, 104.37; Title II: 42, U.S.C. 12132; 28 CFR 35.130, 35.160; NCLB: Title III, Part A, Sec. 3121(c)(1)(C); Title X, Part C, Sec. 721.

Non-Discriminatory Administration of Scholarships, Prizes and Awards

Scholarships, prizes and awards sponsored or administered by the Collaborative or the students sending district are free of restrictions based upon race, color, national origin, sex, gender identity, disability, religion, limited English speaking ability, sexual orientation and homelessness.

State Requirements: Mass. Const. amend. Art. 114; M.G.L. c. 76, § 5 and 603 CMR 26.07(7), as amended by Chapter 199 of the Acts of 2011.

Federal Requirements: Title VI: 42 U.S.C. 2000d; 34 CFR 100.3; Title IX: 20 U.S.C. 1681; 34 CFR 106.31, 106.37; Section 504: 29 U.S.C. 794; 34 CFR, 104.4(b)(1)(v); Title II: 42 U.S.C. 12132; 28 CFR 35.130(b)(1)(v).

Availability of In-School Programs for Pregnant Students

1. Pregnant students are permitted to remain in regular classes and participate in extracurricular activities with non-pregnant students throughout their pregnancy, and after giving birth are permitted to return to the same academic and extracurricular program as before the leave.
2. The Collaborative does not require a pregnant student to obtain the certification of a physician that the student is physically and emotionally able to continue in school unless it requires such certification for all students for other physical or emotional conditions requiring the attention of a physician.

Information to Be Translated into Languages Other Than English

1. Important information and documents, e.g., handbooks and codes of conduct, being distributed to parents are translated into the major languages spoken by parents or guardians with limited English skills. The Collaborative has established a system of oral interpretation to assist parents/guardians with limited English skills, including those who speak low-incidence languages.
2. Recruitment and promotional materials being disseminated to residents in the area served by the Collaborative are translated into the major languages spoken by residents with limited English skills.
3. Information in notices, such as activities, responsibilities, and academic standards, provided to all students is provided to English Learners in a language and mode of communication that they understand.
4. Information provided to students about extracurricular activities and school events is provided to English Learners and to their parents/guardians in a language they understand.

State Requirements: M.G.L. c. 76, §5; 603 CMR 26.02(2); 603 CMR 26.03

Federal Requirements: Title VI; EEOA: 20 U.S.C. 1703(f)

Communications are in English and primary language of the home

The Keystone Educational Collaborative team will work with our families' communications with parents are being supplied in a clear and commonly understood words and are in both English and the primary language of the home if such primary language is other than English. Keystone will work with families sending districts to secure an interpreter used to fulfilling these requirements are fluent in the primary language of the home and familiar with special education procedures, programs, and services. If the parents or the student are unable to read in any language or are blind or deaf, communications required by these regulations are made orally in English with the use of a foreign language interpreter, in Braille, in sign language, via TTY, or in writing, whichever is appropriate, and all such communications are documented.

State Requirements Federal Requirements

603 CMR 28.07(8) 34 CFR 300.322(e); 300.503(c)

Implementation Guidance:

Keystone will utilize its SIS/SMS system for determining which parents/guardians have limited English skills and so need translations or interpreters.

Keystone Policy on Providing Translation and Interpreter Services

On acceptance to a Keystone program the Program Supervisor will review each students IEP to determine if the students' primary language at home is not English and, if that is the case, will implement Keystone's policy for providing interpreter and translation services as below. Keystone will also work with the family to create a communication plan specific to that family and student.

Translation and Interpreter Services

Keystone Collaborative has a contract with Eterpreting for telephonic interpreting services. Keystone also uses Eterpreting for onsite (face to face) interpreting and for translation of documents. Eterpreting maintains interpreters in approximately 32 languages.

For Meetings (Telephonic)

Each of the three Keystone Programs have an access code. If there is a need for telephonic interpreting services an authorized program staff person will dial in to Eterpreting, enter the access code and an interpreter will be provided via conference call, usually within 1-2 minutes depending on the language.

For Meetings (On Site)

Keystone will provide the date/time/location of the meeting to Eterpreting via Eterpreting online scheduling site, <http://www.eterpreting.com/schedule-an-interpreter.html> or via phone at 855-910-3600. Once an interpreter has been confirmed Eterpreting will send a contract confirming the details and costs of the services and is scheduled.

Document Translation

Keystone will send Eterpreting documents requiring translation as a PDF or Microsoft Word file. Eterpreting will analyze the document and provide a quote for the service. An authorized Keystone staff person will approve the quote and an Eterpreting translator will complete the translation and send the document back as a PDF file with a certificate that proved translation accuracy. Eterpreting translators are certified by the American Translator Association and are Medical/Court Approved Translators in Massachusetts.

Eterpreting can translate transcripts, diplomas, health records, report cards, IEP reports, Education Plans, training materials, handbooks, policy guidelines and marketing materials.

For Parents/Students who are unable to read or are blind or deaf

If the parents or the student are unable to read in any language or are blind or deaf, communications are made orally in English with the use of a foreign language interpreter, in Braille, in sign language, via TTY, or in writing, whichever is appropriate, and all such communications are documented. If Keystone provides notice orally or in some other mode of communication that is not a written language it will keep

a written record will be kept documenting that notice was provided, the content of the notice and the steps to ensure that the parents understood the content of the notice will be submitted and copy kept in student records under correspondence.

Keystone works closely with the sending school district to ensure that communication with families is clear and understandable and will utilize district interpreter and translation services when available.

Notice of Non-Discrimination

The Keystone Educational Collaborative complies with all Federal and state statutes relevant to equal opportunity in all aspects of employment. Keystone Educational Collaborative will not discriminate in its programs or policies on the basis of race, color, national origin, sex, gender identity, disability, religion, limited English speaking ability, sexual orientation and homelessness, or political or union affiliation. In addition, Keystone Educational Collaborative will inform all employees that it is his/her responsibility to help create an environment that is conducive to non-discrimination and equal opportunity. Keystone provides all students with equal access to services, facilities, activities and benefits regardless of race, color, national origin, sex, gender identity, disability, religion, limited English speaking ability, sexual orientation and homelessness.

1. The program provides equal opportunity for all students to participate in intramural and interscholastic sports; and
2. Extracurricular activities or clubs sponsored by the program do not exclude students on the basis of race, color, national origin, sex, gender identity, disability, religion, limited English speaking ability, sexual orientation and homelessness.

State Requirements: Mass. Const. amend. Art. 114; c. 76, § 5; 603 CMR 26.00, M.G.L. as amended by Chapter 199 of the Acts of 2011.

Federal Requirements: Title VI: 42 U.S.C. 2000d; 34 CFR 100.3(a), (b); Title IX: 20 U.S.C. 1681; 34 CFR 106; Section 504: 29 U.S.C. 794; 34 CFR 104; Title II: 42 U.S.C. 12132; 28 CFR 35.130; NCLB: Title X, Part C, § 721.

Age of Majority: Transfer of Parental Rights to Student at Age 18

In Massachusetts, regardless of the severity of their disability, students are considered adults and competent to make their own decisions at age 18 (Age of Majority). Unless there is a court appointed guardian or the student has chosen to share decision making with his or her parent, the school district must seek the consent of the student to continue the special education program. Students at age 18 have the right to make their own educational and medical decisions and must sign all consent forms. Parents

and students must be notified about the transfer of parental rights to the student at least 1 year before the student turns 18 years of age.

STUDENT HANDBOOK AND CODES OF CONDUCT

Attendance Expectations

Keystone believes that learning is an ongoing process that requires the interaction of students with their peers and teachers. Absence from class impacts this learning process, and therefore, may adversely impact a student's grades. Students who regularly miss class typically are not academically successful. In addition, tardiness to class is educationally disruptive – not only to the student who has missed the lesson introduction, but also to his or her classmates when the lesson is interrupted to accommodate the tardy student's arrival.

We expect that students will make every effort to be on time to school and on time to class. At Keystone we are committed to working as partners with parents to instill in students' responsible habits that will facilitate their success in high school, in college, and in the work world.

Parents or guardians share in the responsibility for helping students develop and maintain daily attendance. In addition, Massachusetts General Law, Chapter 76, Section 1, states: "that every child between the minimum and maximum ages for school for attendance as established by the State Board of Education, shall attend a public day school during the number of days required by the Board in each school year." Under the Education Reform Act of 1993, students must complete 990 hours of time on learning time per year.

Student Absence Classifications

1. Unexcused Absence: Day missed by a student without explanation from a parent or guardian.
2. Excused Absence: Day missed by a student that includes notification from a parent or guardian, that does not fall into an "excluded" category, such as a day missed because of short-term illness not documented by a doctor's note.
3. Excluded Absence: A day missed by a student that falls into one of these categories, and includes written or parent/guardian verbal explanation as indicated:
 - *Observance of religious holiday*– Parent calls attendance line to indicate student will be absent from school due to religious observance; student marked as "present."
 - *Medical appointment*- as documented by a note from a doctor on official letterhead.
 - *Surgery/Hospitalization*- as documented by a note from the doctor/hospital on official letterhead.
 - *Death in the family/extenuating family emergency*- as documented by parent or guardian to the respective Assistant Principal.
 - *School-sponsored field trip (FT*)*
 - *Prolonged illness*-for three (3) or more consecutive days in a quarter documented by a note from a doctor on official letterhead.

- *COVID-19 –(C19*)* Student has documentation that states they need to be home for exposure or a positive test.

Maximum Allowed Absences

Credit for all courses is based on Class Attendance as well as Academic Achievement. Students are allowed no more than four (4) absences (excused and/or unexcused) per quarter, no more than eight (8) (excused and/or unexcused) per semester and no more than sixteen (16) absences (excused and/or unexcused) for the year. Excluded absences do not count toward the maximum absent totals.

In accordance with school committee policy, the Principal or Assistant Principal will meet with the parent/guardian of any student that has missed five (5) or more unexcused (non-excluded) school days in a school year. Additionally, the Program Administrator may meet with the parent/guardian of any student that has missed five (5) or more excused school days in a school year and will also communicate with the sending district.

Behavioral Expectations

Keystone Educational Collaborative is a community of students, parents, faculty, and administrators. We have the common goal of education in a respectful, safe, supportive, and comfortable environment. Every member of the community has a responsibility for behaving in ways that support that goal.

The Keystone Program is a highly specialized therapeutic education program that serves children and adolescents who have difficulty with cognitive, behavioral and emotional health problems due to a wide range of diagnosis. These impairments have overall impacted the student's overall growth academically, behaviorally, and socially within their schools and within their communities limiting their ability to make effective progress within the least restrictive environment. Based upon the research and literature the Keystone Programs has an adopted a didactic therapeutic approach coupled with behavioral management techniques that adhere to the guidelines of Applied Behavior Analysis. The psychoeducational approach and foundations of Applied Behavior Analysis or ABA are scientifically demonstrated to be effective in the treatment and education of individuals with a wide range of disabilities served at Keystone. Within the parameters of what is identified as a "Best Practice" within the field coupled with the understanding of each individual needs and development of a student, as well as the provisions identified in the student's Individualized Education Program (IEP) the program will identify only behavioral management treatments that will maximize our student's optimal treatment potential. The Keystone Program will be operating within a multidisciplinary team approach which will ensure that all variables and effective treatment approaches are considered.

- The Keystone Program provides a highly structured and therapeutic educational experience. It emphasizes academic and social/emotional growth through relationship building between

educational staff and students. Students are encouraged to identify issues that impede success in school, work and in the community.

- The program promotes personal empowerment by encouraging students to accept responsibility for and the consequences of their actions. An emotionally safe and supportive school environment will allow students to assess and pursue their future personal, educational and vocational options.
- The programs offer an active, hands-on learning environment utilizing a small group instructional format. The emphasis is on promoting a meaningful and purposeful educational and therapeutic experience in order to meet each student's unique learning needs.
- The overarching goal is to integrate the student's thinking, feelings and behaviors to achieve appropriate and relevant educational and social outcomes. Therefore, the purpose of the student-staff relationships is to promote consistent academic growth as well as to enhance social and emotional well-being. Conscious effort goes into balancing expectations with empathy and balancing standards with sensitivity.

Student Responsibilities

Students will be held responsible for their conduct while they are on school grounds, while they are in attendance at all school-sponsored activities, and in all situations where the school code of conduct applies. All students are expected to remember that their actions reflect who they are and what they value. It is important for all students to demonstrate respect for those around them and to contribute to the school community in a positive manner. Students are expected to abide by the policies as set forth in the *Student Code of Conduct* and to respect the authority of all school personnel.

Dress Code

In accordance with Massachusetts State Law there is an expectation that students dress in keeping with reasonable standards of safety, health and cleanliness, so as not to detract from, or disrupt, the educational process.

The administration reserves the right to ask students to change any attire that disrupts the educational processor environment, promotes illegal activities or violates health or safety and cleanliness standards. Footwear must be worn at all times.

- Clothing which could create an actual disruption or disorder to the learning environment includes, but is not limited to:
- Clothing or jewelry that displays slogans, insignias, or designs that advertise alcohol, drugs, or sexual material which promote products or activities that are illegal, profane or suggestive.
- Clothing or jewelry which is disparaging to others in the school environment and contain slurs regarding race, ethnicity, religion, disabilities or sexual orientation.
- Clothing that is too short or reveals midriffs or undergarments.

STUDENT CODE OF CONDUCT

All students are expected to meet the requirements for behavior as set forth within the Keystone Educational Collaborative student handbook. In addition to those due process protections afforded to all students, the Individuals with Disabilities Education Act and related regulations require that additional provisions be made for students who have been found eligible for special education services or who the school district knows or has reason to know might be eligible for such services.

Objectives

The disciplinary policies included in this student code of conduct meet the intent of the Massachusetts General Laws (Chapter 71, Section 37H) that requires each school to adopt a set of rules and regulations designed to maintain order and mutual respect and maximize the potential use of the students and the school. The collaborative's primary concern is that students who wish to learn can do so in an environment conducive to learning and that both prescriptive and disciplinary means be employed to deter those who would disrupt such an environment.

The conduct which is expressly listed in this Handbook and the listing of possible discipline which may be imposed for that conduct is not intended to be exhaustive or exclusive but is intended to be illustrative. Keystone Educational Collaborative reserves the right to impose discipline for any conduct which is unlawful or illegal, which is inappropriate in the school setting, which poses any threat of danger or harm to another, or which is disruptive to the educational environment. Keystone Educational Collaborative also reserves the right to impose a level of discipline which is appropriate to the conduct involved based on all of the facts and circumstances.

Applicability

These policies and their provisions shall be applicable during regularly scheduled school hours on school grounds as well as such other times and places, including, but not limited to school sponsored events; field trips; and athletic and club activities where appropriate school personnel have jurisdiction over students. This includes any activities in which Keystone and or sending districts students participate as individuals or as groups that have in any way been facilitated by school personnel or where students may be identified as representing the district and or Keystone Program. Jurisdiction also includes at or around school buses, school bus stops and during bus loading and unloading procedures. In some instances, a student may be disciplined for out of school conduct. All of the provisions of the *Student Code of Conduct* apply in any and all applicable situations, even if those situations are not explicitly cited in a section of the code.

Possession/Distribution of Controlled Substances

If school administrators have a reasonable suspicion that a student is in possession of a controlled substance, a student and their personal belongings may be subject to a search. The search can include

the student's clothing, locker, and personal belongings.

Any student found on school premises, on a school bus or at school-sponsored or school-related events, including athletic games and field trips, distributing or in possession of a controlled substance, as defined in Chapter Ninety-Four C, including, but not limited to marijuana, cocaine and heroin, will be suspended for a minimum of ten (10) days. Parents will be contacted, and the police department will be provided with a complete report and confiscated substances.

Any student found to have possessed or distributed a controlled substance as defined above while on school premises, on a school bus or at school-sponsored or school-related events may **also** be subject to expulsion from the school or school district by the Principal under M.G.L., Chapter 71, Section 37H. The student shall be notified in writing of an opportunity for an expulsion hearing. Students should note that their unauthorized possession or distribution of prescription medication may result in suspension and/or expulsion as prescription medication is considered to be a controlled substance.

Under the Influence of Drugs or Alcohol/Possession of Drug Paraphernalia, Vapes, Or Alcohol

Students under the influence of drugs or alcohol, or in possession of drug paraphernalia, vapes, or alcohol on school premises, on a school bus or at school-sponsored or school-related events, including athletic

games and field trips, will be suspended for a minimum of three (3) days. Vapes and vape accessories are prohibited in school since vapes can also function as drug paraphernalia and can contain cannabis, hash oil, and other substances such as THC oil. An outside counseling session or attendance at a drug education meeting must be scheduled prior to a mandatory parent/student re-entry meeting. Written documentation of one of these two options must be provided to the respective Program Administrator at the re-entry meeting. Students who violate these rules may be denied participation in school-sponsored events.

Assault of School Personnel

Any student who assaults a principal, assistant principal, program advisor, teacher, instructional assistant, substitute teacher or other school personnel on school premises, on a school bus or at school-sponsored or school-related events, may be suspended for a minimum of ten (10) days and may be subject to expulsion from the school or school district by the Program Administrator. Students should note that the definition of "assault" may include not only harmful or offensive contact, but also threatening such contact. Parents will be contacted, and the police department will be provided with a complete report of the assault. A parent/student re-entry meeting to school is mandatory if the student is suspended, rather than expelled.

Assault of A Student

Any student who assaults another student on school premises, on a school bus or at school-sponsored or school-related events, including athletic games and field trips, may be suspended up to five (5) days and

maybe subject to additional discipline. Students should note that the definition of “assault” may include not only harmful or offensive contact, but also threatening such contact. Parents will be contacted, and the police department will be provided with a complete report of the assault. A parent/student re-entry meeting to school is mandatory if the student is suspended, rather than expelled. A student assault is considered to be different than fighting. A student assault is when one student engages in physical aggression without an aggressive response from the other student. Fighting is when two students both engage in physical aggression.

Weapons/Dangerous Objects

Possession of any kind of weapon or object, including but not limited to, a gun or knife, which has the potential for causing bodily harm is strictly forbidden in the school building, on school grounds, on school buses or at any school-sponsored activity. If a student is observed in possession of any type of weapon, simulated weapon or dangerous object, these items will be confiscated, and immediate parental and police notification will follow. A student in possession may be suspended for a minimum of ten (10) school days and may be subject to expulsion from the school or school district by the Program Administrator. A parent/student re-entry meeting to school is required if the student is suspended.

Bullying

The Keystone Collaborative is committed to providing a safe and secure environment for all Keystone staff and students. A safe and secure environment means an environment free from any form of bullying or harassment. Keystone will work together with district staff, parents, and outside agencies to identify, investigate and respond to instances of bullying in any of our programs.

Bullying is defined as and contains two key components.

Repeated harmful acts involving an imbalance of power. Bullying involves severe or repeated physical, verbal or psychological attacks or intimidation directed against a victim who cannot properly defend him/herself because of size or strength or because the victim is outnumbered or less psychologically resilient.

Bullying includes severe or repeated assault, tripping, intimidation, rumor spreading, demands for money, destruction of property, theft of valued possessions, destruction of another’s work and name-calling.

Other school behaviors are also recognized as bullying including sexual harassment, ostracism based on perceived sexual orientation, hazing and cyber-bullying.

Any severe or repeated use by one or more students or by a member of the school staff, including but not limited to, an educator, administrator, school nurse, cafeteria worker, custodian, bus driver, athletic coach, advisor to an extracurricular activity or paraprofessional of any written, verbal or electronic expression or a physical act or gesture, or any combination thereof, directed at another student or staff person that has the effect of:

- Causing physical or emotional harm or property damage.
- Placing the student or staff person in reasonable fear of harm or damage to property · Creating a hostile environment at the program.
- Infringing on the rights of others in the program.
- Materially disrupting the education process or the orderly operation of the school can constitute bullying and should be reported.

Bullying will not be tolerated and is prohibited in any Keystone program or at any Keystone function including field trips, transportation to and from school or school related functions, social functions and related off campus activities **or** through the use of technology or electronic devices.

Keystone will maintain and update a bullying prevention plan appropriate to each Keystone program.

This plan shall apply to students and members of the school staff including, but not limited to, an educator, administrator, school nurse, cafeteria worker, custodian, bus driver, athletic coach, advisor to an extracurricular activity or paraprofessional.

Keystone recognizes that certain students may be more vulnerable to becoming a target of bullying or harassment based on actual or perceived differentiating characteristics, including race, color, religion, ancestry, national origin, sex, socioeconomic status, homelessness, academic status, gender identity or expression, physical appearance, pregnant or parenting status, sexual orientation, mental, physical, developmental or sensory disability or by association with a person who has or is perceived to have 1 or more of these characteristics.

Cyber-Bullying

Cyberbullying is bullying through the use of technology or any electronic communication, including text messaging, use of the Internet (such as posting information through social networking websites such as Facebook and Snapchat), e-mail, etc. Cyberbullying that occurs at school using cell phones, school computers, etc. is subject to school discipline; however, the school may also investigate and discipline students for cyberbullying that originates outside of school if the effect of text messages, web postings, e-mails, etc. creates a hostile educational environment for the target or substantially disrupts the education process (e.g., if an online rumor creates problems at school between students and requires intervention). Staff who become aware of a potential cyberbullying situation must report it in writing to the principal/assistant principal, even if it originated outside of school. The following policy is applicable to both our student and staff population. Employees that engage in the following behavior will result in disciplinary actions.

State Requirements: M.G.L. c. 71, § 37H, as amended by Chapter 92 of the Acts of 2010 and as amended

by sections 72-74 of Chapter 38 of the Acts of 2013, M.G.L. c. 71, § 37O.

Hazing Policy

Keystone Educational Collaborative prohibits hazing in any form.

Definition: The term "hazing" shall mean any conduct or method of initiation into any student organization, whether on public or private property, which willfully or recklessly endangers the physical or mental health of any student or other person. Such conduct shall include whipping, beating, branding, forced calisthenics, exposure to the weather, forced consumption of any food, liquor, beverage, drug or other substance, or any other brutal treatment or forced physical activity which is likely to adversely affect the physical health or safety of any such student or other person, or which subjects such student or other person to extreme mental stress, including extended deprivation of sleep or rest or extended isolation. Notwithstanding any other provisions of the law to be contrary, consent shall not be available as a defense to any prosecution or discipline under this action.

Keystone Educational Collaborative shall issue to every student group, student team or student organization which is part of Keystone Educational Collaborative or is recognized by the Keystone Educational Collaborative or permitted by the Keystone Educational Collaborative to use its name or facilities or is known by Keystone Educational Collaborative to exist as an unaffiliated student group, student team, or student organization, a copy the Keystone Educational Collaborative Hazing Policy; provided, however, that an institution's compliance with this section's requirements that an institution issue copies of this policy to unaffiliated student groups, teams, or organizations shall not constitute evidence of the institution's recognition or endorsement of said unaffiliated student groups, teams or organizations.

Each such group, team or organization shall distribute a copy of the Keystone Educational Collaborative Hazing Policy to each of its members or applicants for membership. It shall be the duty of each such group, team or organization, acting through its designated officer, to deliver annually, to Keystone Educational Collaborative Administration an attested acknowledgement stating that such group, team or organization has received a copy of the Keystone Educational Collaborative Hazing Policy and that each of its member or applicants has received a copy of the Keystone Educational Collaborative Hazing Policy, and that such group, team or organization understands and agrees to comply with the provisions of this policy.

Keystone Educational Collaborative shall, at least annually, before or at the start of enrollment, deliver to each person who enrolls as a student a copy the Keystone Educational Collaborative Hazing Policy. Keystone Educational Collaborative will file, at least annually, a report to the board of education via the CHAMP system on or before Oct 1st each year, certifying that Keystone Educational Collaborative has complied with its responsibility to inform student groups, teams or organizations and to notify each

student enrolled by it of the Keystone Educational Collaborative policy on hazing and has adopted a disciplinary policy with regard to the organizers and participants of hazing, and that such policy has been

set forth with appropriate emphasis in the student handbook or similar means of communication Keystone Educational Collaborative policy on hazing to students.

Reporting: Whoever knows that another person is the victim of hazing as defined above and is at the scene of such crime shall, to the extent that such person can do so without danger or peril to himself or others, report incidents of hazing to the Keystone Educational Collaborative Administration and to an appropriate law enforcement official as soon as reasonably practicable.

State Requirements: M.G.L. c. 269 §§ 17 through 19

Hate Crime

Any activity which meets the Massachusetts General Law definition of a “hate crime,” will result in a suspension of up to ten (10) days and be referred to the proper authorities. Massachusetts General Law defines “hate crime” as any criminal act coupled with overt actions motivated by bigotry and bias including, but not limited to, a threatened, attempted or completed overt act motivated, at least in part by racial, religious, ethnic, handicap, gender, gender identity or sexual orientation prejudice or which otherwise deprives another person of his constitutional rights by threats, intimidation or coercion or which seeks to interfere with or disrupt a person’s exercise of constitutional rights through harassment or intimidation. A parent/student re-entry meeting to school is mandatory if a student commits a hate crime against another student(s).

Suspension

Suspension is a temporary exclusion from the activities of the regular classroom, accompanied by a temporary exclusion from school when deemed appropriate by the administrator. Under *Goss vs. Lopez*, 419 U.S. 565 (1975), students facing a suspension of ten days or less have interests in their education that qualify them for procedural protections against the unjust deprivation of those interests under the Due Process Clause of the United States Constitution. Before a suspension of ten days or less takes place, the school owes a student the following process:

Notice of the charge: The principal or designee shall provide written notice to the parent/guardian, offering an opportunity to meet and to discuss the violation as charged, prior to the suspension taking place.

Meeting with the Principal or designee: The student shall meet with the principal or designee regarding the alleged offense. The principal or designee shall make a good faith effort to include the student’s parent/guardian in this meeting. The parent/guardian, if present, shall have an opportunity to discuss the student’s conduct and to offer additional information or mitigating facts. **Explanation of the evidence:** At the meeting, the student shall be told the basis of the accusation, the nature of the

disciplinary offense, and any other pertinent information. The student, and their parent if present, shall have the opportunity to present additional information and to offer mitigating facts. However,

the student will **not** have the opportunity to secure counsel, to confront and cross-examine witnesses or to call their own witness to verify their version of the incident. The Principal or designee, in their sole discretion, may permit the student to question their accuser or present their own witnesses.

Written determination: The principal or designee will issue a written determination of the suspension to both the student and the parent/guardian, including the key facts and conclusions reached, and length and effective date of the suspension, a date of return to school, and the opportunity to make up assignments and other needed schoolwork.

Appeal of Short-term Suspensions (10 days or less): If the suspension was imposed by the Assistant Principal, the student may appeal the suspension in writing to the Principal. The appeal must be made within one (1) school day of the student's receipt of the notice of the suspension. An appeal of a suspension does not stay the discipline but may result only in the expunging of a student's record.

Applicability to Students with Disabilities: This provision shall apply to students with disabilities who are suspended for ten (10) or fewer cumulative days in one academic year. Suspensions of students with disabilities exceeding ten (10) cumulative days in one academic year shall be governed by applicable state and federal law.

Long-term suspensions

Students facing a suspension of more than 10 days have the right to a more formal process. These rights include the following in addition to those described for short-term suspensions:

- to review the student's own record and any documents on which the principal may rely, in making their decision regarding suspension;
- to be represented by counsel (at the student's expense);
- to present the student's own explanation of the alleged incident;
- to produce witnesses on their own behalf;
- to cross-examine witnesses presented by the school or district; and
- to request a recording of the meeting.

For long-term suspensions, the principal's written notice of suspension shall contain all of the information listed in 603 CMR 53.08(3)(d), found at

<http://www.doe.mass.edu/lawsregs/603cmr53.html?section=53.08>.

- As part of that information, it shall include:
- notice of the student's opportunities to make academic progress during suspension, with

information about the school's education service plan; and

- notice of the right to appeal the suspension, with instructions about the process for doing so.
 - Appeal of long-term suspensions (more than 10 days):
 - If a student receiving a long-term suspension (more than 10 school days for a single
 - infraction) wishes to appeal that decision to the superintendent, they must do so in writing no
 - later than 5 calendar days following the effective date of the suspension.
- The student or parent/guardian may request an extension of up to 7 calendar days to submit this request for an appeal.
- The superintendent or designee shall hold a hearing within 3 school days of receiving the student's request for an appeal.
- The student or parent/guardian may request an extension of up to 7 calendar days for this hearing to be held.
- The superintendent or designee must include the parent/guardian in this hearing, or else must show a good faith effort to include him/her.
- At the hearing, the student has the same rights afforded him/her at the principal's meeting prior to issuing the long-term suspension.
- The superintendent or designee will arrange for an audio recording of the hearing, a copy of which will be provided to the student or parent/guardian upon request.
- The superintendent will issue a written decision within 5 calendar days of the hearing, either upholding or lessening the suspension. This will be the school district's final decision on the matter.

Emergency Removal

Emergency removal of a student is within the principal's authority when, in their judgment, the student's continued presence poses a danger to persons or property and there is no adequate alternative to alleviate that danger. However, the principal or designee shall do the following:

- Make adequate provisions for the student's safety and transportation before removing him/her from school on an emergency basis.
- Make immediate reasonable efforts to orally notify the student and parent/guardian of the emergency removal and the reason for it.
- Provide written notice to the student and parent/guardian.
- Provide an opportunity for a hearing before the principal, with the parent/guardian in attendance, within two school days of the emergency removal (unless the parties agree to an extension of time).
- Render a decision orally on the same day as the hearing, and a written notice of the hearing no

later than the following school day.

- Notify sending district of the circumstances and supply the LEA the data and information. The sending district will coordinate a team meeting if necessary.

Planned Terminations

Except in emergency cases, the school shall notify the school district of the need for an IEP review meeting. The school district shall arrange such meeting and provide to all parties including the parent and if appropriate, the student, notice of this meeting (10) days in advance of the intended date of the meeting. The meeting shall be held for the purpose of planning and developing a written termination plan for the student.

The plan shall describe the student's specific program needs, the short- and long-term educational goals of the program, and recommendations for follow-up and/or transitional services.

The school shall thoroughly explain termination procedures to the student, the parents, the sending district and officials of the appropriate human service agency. The written termination plan shall be implemented in no less than (30) days unless all parties agree to an earlier termination date.

In case of an emergency termination, which shall be defined as circumstances in which the student presents a clear and present threat to the health and safety of him/herself or others, the school shall follow the procedures required under 603 CMR 28.09(12).

Expulsion

Expulsion is a permanent exclusion from school. M.G.L., c. 71, section 37H provides the Principal the authority to expel a student who is found on school premises or at a school-sponsored event, including athletic games and field trips, possessing a dangerous weapon, or possessing a controlled substance, or who assaults a principal, assistant principal, teacher, teacher's aide, or other educational staff on school premises or at a school-sponsored or school-related event, including athletic games and field trips.

Expulsion proceedings pursuant to this section shall be in accordance with the statutory language.

M.G.L., c. 71, section 37H3/4 provides the Principal the authority to expel a student who is adjudicated or admits guilt with respect to a felony or felony delinquency. Expulsion proceedings pursuant to this section shall be in accordance with the statutory language.

Any principal, headmaster, superintendent or person acting as a decision-maker at a student meeting or hearing, when deciding the consequences for the student, shall consider ways to re-engage the student in the learning process; and shall not suspend or expel a student until alternative remedies have been employed and their use and results documented, following and in direct response to a specific incident or incidents, unless specific reasons are documented as to why such alternative remedies are unsuitable or counter-productive, and in cases where the student's continued presence in school would pose a specific, documentable concern about the infliction of serious bodily injury or other serious harm upon another person while in school. Alternative remedies may include but shall not be limited to: (i) mediation; (ii) conflict resolution; (iii) restorative justice; and (iv) collaborative problem solving. The principal,

headmaster, superintendent or person acting as a decision-maker shall also implement school- or district wide models to re-engage students in the learning process which shall include but not be limited to: (i) positive behavioral interventions and supports models and (ii) trauma sensitive learning models; provided, however, that school- or district-wide models shall not be considered a direct response to a specific incident.

A student facing expulsion has the following procedural rights:

1. Written notice in the student's primary language that a hearing will be held to determine whether to impose an expulsion. Notice shall include the following:
 - The date/time/place of the hearing.
 - A description of the nature of the allegation and the evidence supporting the allegation. against the student.
 - A list of witnesses who will appear on behalf of the school.
 - A summary of the procedures to be followed and the rights afforded to the student at the hearing.
 - Notice of the right to an Alternate Education.
 - The telephone number of the Principal
2. The right to be represented by a lawyer or advocate (at the student's expense);
3. Adequate time to prepare for the hearing;
4. Access to documented evidence prior to the hearing;
5. The right to request that witnesses attend the hearing, and to question them (unless the student's interest in cross-examining witnesses is outweighed by the need to protect witnesses from possible retaliation);
6. The right to have the hearing transcribed;
7. The right to have the hearing translated into the student's or his parents' or guardians' primary language; and

A reasonably prompt written decision including specific grounds for the decision and the process for appeal.

Appeal of Expulsion

A student may appeal expulsion imposed by the Principal pursuant to M.G.L. c. 71, section 37H1/2 (felony convictions, etc.) in writing to the Executive Director within five (5) calendar days of the receipt of the written decision of the Principal to expel.

A student may appeal expulsion imposed by the Principal pursuant to M.G.L. c. 71, section 37H (possession of dangerous weapon, controlled substances, assault of staff, etc.) in writing to the Superintendent within ten (10) days of the receipt of the written decision of the Principal to expel.

Discipline of Students with Special Needs

The Individuals with Disabilities Education Act (IDEA) and related regulations provide eligible students with certain procedural rights and protections in the context of student discipline. A brief overview of these rights is provided below.

- The Individualized Education Plan (IEP) for a student must indicate whether the student can be expected to meet the regular discipline code of the school or whether the code should be modified due to the student's disability.
- In general, special education students may be excluded from their programs, just as any other student can be, for up to ten (10) school days per year. However, when a special education student is excluded from their program for more than ten school days in the school year, the student's Special Education Team must develop a functional behavioral assessment plan. In many instances, the Team also may be required to determine whether the student's behavior was related to their disability, a "manifestation determination."
- If the Team determines the behavior was not related to the student's disability, the school may discipline the student according to the school's code of student conduct, except that the district must continue to provide the student with educational services during the period of suspension or expulsion. However, if the Team determines that the behavior was related to the disability, the student may not be excluded from the current educational placement (except in the case of weapons or drugs) until the Team develops and the parent(s) consent to a new IEP.
- In the event a student possesses, uses, sells or solicits a controlled substance or possesses a weapon at school or a school function, a school may place a student in an interim alternative education setting for up to 45 calendar days. Hearing officers may also order the placement of a student in an appropriate interim setting for up to 45 days upon determination that the current placement is substantially likely to result in injury to the student or others.
- When a parent disagrees with the Team's decision on the "manifestation determination" or with a decision regarding placement, the parent has the right to request an expedited due process hearing from the Bureau of Special Education Appeals.

State Requirements: M.G.L. c. 71, § 37H 3/4, M.G.L. c. 76, § 21, and 603 CMR 53.00

Behavioral Interventions

At Keystone Educational Collaborative we acknowledge that many of the students' behavioral repertoire impedes their learning or the learning with others and hence why they attend and or are referred to our program. The Collaborative team and sending district will consider the student's behaviors and all of the additional tools that can be utilized to support the student in the form of a behavioral intervention plan and a functional behavior assessment. This information will guide the team in the steps when behavioral

infractions should occur.

State Requirements: SE 43 is related to State Performance Plan Indicator 4.

Federal Requirements: CFR 300.324(a)(2)(i)

Student/Teacher Conflict Resolution Process

If a student has a conflict with a teacher, the most appropriate way to resolve it is by speaking privately with the teacher. If the issue cannot be resolved between the student and the teacher, the student can request the program advisor or coordinator to set up a meeting involving the student, student's parent(s) and the teacher. At any time during this conflict resolution process, a student or the school personnel may include the student's guidance counselor. Participation in this conflict resolution process is mandatory.

Policies and Procedure for Behavior Support

The Keystone program has developed and individualized a comprehensive set of policies and procedures dealing with discipline and behavior support that meet all federal and state special education requirements.

The policy includes a description of the behavior management procedures used in the facility including the following if applicable:

- Level/point systems of privileges, including procedures for the student's progress in the program;
- The type and range of restrictions a staff member can impose for unacceptable behavior, including suspension and termination;
- The form of restraint used in an emergency; the behavioral interventions used as alternatives to restraint; and controls on abuse of such restraints (see 603 CMR 46.00); and
- Any denial or restrictions of on-grounds program services.
- The Keystone Educational Alternative Elementary & Middle School Elementary discipline philosophy focuses on respect for each individual child and the importance of positive reinforcement. In order to promote positive behavioral supports program staff will:
 1. Provide frequent and varied positive reinforcement throughout the day for appropriate behaviors: praise, tokens such as stickers, edibles, and desired activities such as extra computer time or free time. All tangible rewards should be accompanied by specific praise such as "Nice sharing," "Good job staying in your seat" etc. Some behaviors may need to be shaped such that rewards are provided for behaviors approximating or related to the target behavior.
 2. Students can earn points or stickers on their Daily Behavior Chart for demonstrating appropriate behaviors in the areas of academic, adult and peer interactions in addition to possible "Bonus points" for homework and/or bus behavior. Students can earn a daily

prize if they receive 80% or more of the possible amount of stickers or points. Older students are issued a fake dollar, which they can save to purchase a more expensive prize. Points or stickers should be tallied every hour and used throughout the day to help motivate students. If a student has been physically aggressive towards a peer or staff, he or she cannot earn a prize that day. If students are not successful in earning a prize 3 out of 5 days per week for approximately six weeks, their Behavior chart should be modified by the educational TEAM to target specific problem behaviors and improve the student's success rate. Parents will be notified of changes to a student's behavior plan. A student is considered successful when he or she earns 80% or more of his/her stickers four out of five days per week.

3. Most consequences simply entail the loss of points and possibly the daily prize. Students cannot receive points for the block of time in which they used swears or extremely inappropriate language. Class rules and consequences should be explained to the students on an ongoing basis and posted in the classroom. Failure to follow class rules should result in a clearly defined and logical consequence. For example, misuse of the computer may result in not using the computer the next day. All efforts should be made to allow students to participate in recess. However, if the student demonstrated a serious behavior problem during recess (e.g., assaulted peer), an appropriate consequence would be to take away all or part of his next recess.

The Keystone Program may utilize two (2) types of time out procedures that meet the definition of student separation resulting from behavior management procedures which align with state regulations. Under 603 CMR 46.02 defines time-out as: A behavioral support strategy ... in which a student temporarily separates from the learning activity or the classroom, either by choice or by direction from staff, for the purpose of calming. During time-out, a student must be continuously observed by a staff member. Staff shall be with the student or immediately available to the student at all times. The space used for time-out must be clean, safe, sanitary, and appropriate for the purpose of calming. Time-out shall cease as soon as the student has calmed. Examples:

- Partition time out
- Removed to another part of the school.
- Removed to a designated time out area.
- The student must be continuously observed by a staff member;
- Staff must be with the student or immediately available to the student at all times;
- The space used for exclusionary time-out must be clean, safe, sanitary, and appropriate for the purpose of calming and is based upon the population served at Keystone.
- Time out spaces will not have locks of any kind that could be used to fasten the door shut. Staff that may utilize a closed-door method, but must have their hand on the door handle at all time

monitoring the student through the door window or alternative observation mechanisms.

The utilization of time out space for behavioral separation will be documented by the designated staff with the student on the automated data system or via paper document. The documentation requirement will capture staff and their position, student, date, time implemented, total duration of timeout usage, and type of timeout separation utilized (e.g. inclusion, exclusion, exclusion close door, exclusion open or no door). Incident report will capture reasons for use of separation and identify what alternative and least restrict strategies were used. Any procedure that may last longer than 30 minutes will require authorization from the building administrator or designee (e.g. BCBA, Psychologist or student Counselor).

In any unsafe situation, Keystone Program staff will conduct a careful assessment of the risks and benefits of any intervention. In most cases, unsafe situations can be de-escalated by verbal intervention and the use of positive behavior support strategies. Keystone Program is committed to the prevention of physical restraint whenever possible and its use only as a last resort. If physical restraint is necessary, the safe administration of physical restraint is of the utmost importance and will be done in accordance with the regulations for the prevention and safe use of physical restraint (603 CMR 46.00) which were established by the Department of Elementary and Secondary Education (DESE) and effective on January 1, 2016. As well as techniques that are identified under CPI.

State Requirements: 603 CMR 18.03(7)(b)(2) and 18.05(5, 6, 7); 603 CMR 28.09(11); 603 CMR 46.00

Use of Restraint

Physical Restraint

The Keystone Collaborative does not support the use of procedures that are aversive, coercive and/or restrictive in our educational programs. Aversive are defined as any procedure or device designed to cause discomfort or pain to a student or that could lead to serious psychological trauma. Aversive procedures include but are not limited to; water sprayed at a student, slapping, pinching, or spanking a student, white noise, strong or unpleasant tastes given to a student, electric shock to the body, blindfolding, ammonia capsule applied to the nose, forced exercise, withholding of food or any similar device, practice, or procedure. Coercive or restrictive procedures use unnecessary amounts of control and manipulation in an effort to modify behavior is not authorized or accepted within the collaborative.

Keystone encourages the use of positive behavioral support plans designed to increase desirable behaviors. Keystone staff and consultants working in Keystone programs are encouraged to work with the educational team to develop behavior support plans that teach appropriate behaviors and enhance student well-being and self-esteem. Keystone staff should make every effort to identify a student's purposes for behaving in dangerous or disruptive behaviors and to offer support and education to teach alternative behaviors that are positive and will meet the student's needs.

It is the responsibility of Keystone staff to consult with their program supervisor if they have any concerns about procedures or practices used in Keystone programs that could be considered aversive,

coercive or restrictive.

Policy on the Use of Restraint in Keystone Education Programs

Every student participating in Keystone education programs has the right to be free from the unreasonable use of restraint. Restraints should be used only in emergency situations and with extreme caution.

Keystone personnel should utilize restraints with two goals in mind: To administer a restraint only when needed to ensure the safety of the student and the school community and to prevent any harm to the student as a result of the use of restraints.

Maintaining an orderly, safe environment conducive to learning is an expectation of all staff members of the school district. Further, students of the district are protected by law from the unreasonable use of

physical restraint. Such restraint shall be used only in emergency situations of last resort after other lawful and less intrusive alternatives have failed or been deemed inappropriate, and with extreme caution. When an emergency arises, and physical restraint is the only option deemed appropriate to prevent a student from injuring himself or herself, another student or school community member, a teacher or employee or agent of the school district may use such reasonable force needed to protect students, other persons or themselves from assault or imminent, serious, physical harm.

Physical restraint, under 603 CMR 46.03, shall be considered an emergency procedure of last resort and shall be prohibited except when a student's behavior poses a threat of assault, or imminent, serious, physical harm to themselves and/or others and the student is not responsive to verbal directives or other lawful and less intrusive behavior interventions are deemed inappropriate.

The use of restraint is proper in the following circumstances:

Prohibition:

1. Mechanical restraint, medication restraint, and seclusion shall be prohibited in public education programs.
2. Prone restraint shall be prohibited in public education programs except on an individual student basis, and only under the following circumstances:
 - a) The student has a documented history of repeatedly causing serious self-injuries and/or injuries to other students or staff;
 - b) All other forms of physical restraints have failed to ensure the safety of the student and/or the safety of others;
 - c) There are no medical contraindications as documented by a licensed physician; d) There is psychological or behavioral justification for the use of prone restraint and there are no psychological or behavioral contraindications, as documented by a licensed mental health professional;
 - e) The program has obtained consent to use prone restraint in an emergency as set out in 603 CMR 46.03(1)(b), and such use has been approved in writing by the principal; and, f) **The**

program has documented 603 CMR 46.03(1)(b) 1 through 5 in advance of the use of prone restraint and maintains the documentation.

3. Physical restraint shall be considered an emergency procedure of last resort and shall be prohibited in public education programs except when a student's behavior poses a threat of assault, or imminent, serious, physical harm to self or others and the student is not responsive to verbal directives or other lawful and less intrusive behavior interventions, or such interventions are deemed to be inappropriate under the circumstances.

4. All physical restraints, shall be administered in compliance with 603 CMR 46.05.

Physical restraint shall not be used:

1. As a means of discipline or punishment;
2. 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;
3. As a response to property destruction, disruption of school order, a student's refusal to comply with a public education program rule or staff directive, or verbal threats when those actions do not constitute a threat of assault, or imminent, serious, physical harm; or
4. As a standard response for any individual student. No written individual behavior plan or individualized education program (IEP) may include use of physical restraint as a standard response to any behavior. Physical restraint is an emergency procedure of last resort.

Limitations on use of restraint. Physical restraint in a public education program shall be limited to the use of such reasonable force as is necessary to protect a student or another member of the school community from assault or imminent, serious, physical harm.

Referral to law enforcement or other state agencies. Nothing in 603 CMR 46.00 prohibits:

1. The right of any individual to report to appropriate authorities a crime committed by a student or other individual;
2. Law enforcement, judicial authorities or school security personnel from exercising their responsibilities, including the physical detainment of a student or other person alleged to have committed a crime or posing a security risk; or
3. The exercise of an individual's responsibilities as a mandated reporter pursuant to M.G.L. c. 119, § 51A. 603 CMR 46.00 shall not be used to deter any individual from reporting neglect or abuse to the appropriate state agency.

Proper Administration of Restraints:

General Guidelines

1. No restraint should be administered in such a way that the student is prevented from breathing or speaking. No restraint should be administered in such a way that the student is physically harmed by such restraint (s).
2. When a physical restraint is used, to the extent that the student is able to communicate, she/he should be offered the opportunity to have a restraint removed at any time that he/she agrees to cease the dangerous or violent behavior. Such offer should be made periodically throughout the restraint. Staff should be particularly sensitive to students' attempts to communicate, especially when working with non-verbal students.
3. All physical restraint must end as soon as the student is no longer an immediate danger to himself or others. Additionally, a restraint must be stopped if the student indicates that he or she cannot breathe, or if the student is observed to be in severe distress, such as having difficulty breathing or sustained or prolonged cry or coughing. Furthermore, if it appears that a student may need to be restrained for more than 20 minutes, program staff members must obtain the approval of the principal before continuing the restraint beyond the 20 minutes. Before making a decision on the extension, the principal must be informed of all critical details regarding the restraint of the student, including the type of restraint and the student's behavior and condition during the restraint, so that he or she may determine whether continued restraint is justified based on the student's continued agitation. When monitoring students who are being restrained, staff members must look for any changes in how the student typically presents. A noticeable change in skin color or skin temperature may indicate that the student is in distress and he or she should be released from the restraint.

Conducting periodic review of data and documentation on the program's use of restraint

It is the responsibility of the Keystone Educational Collaborative Program Supervisor/Principal or his/her designee, to notify parents, the sending district, any state agency involved with the care or protection of a student and the MA Department of Elementary and Secondary Education of any serious incidents involving a Keystone Educational Collaborative student. Notification should be made as soon as possible following the incident by phone (24 hrs.) and in writing (72 hrs.). Staff members will be required to complete the required Physical restraint form and Incident Form supplied by DESE and the collaborative. Written documentation will be reviewed by the Program Director and uploaded to the DESE portal. Further review of the Physical restraint will be conducted by the Executive Director and ancillary team (BCBA, CPI Instructors, and counselors) to review and to strategize alternate strategies to support the student and or staff. Any student that has more than (3) physical restraints within a week will

be required to be reviewed by the Program Director, the corresponding BCBA or counselor identified in the case. Documentation of the meeting and adjustment to the behavior plan will be identified and staff training will be provided.

Staff training requirements for physical management and least restrictive techniques All employees of the collaborative will be supplied annual refreshers and training in Crisis Prevention Intervention as well MA state guidelines on physical restraint: (https://www.doe.mass.edu/sped/videos/restraint/story_html5.html).

Only staff members that have been supplied annual training/ refresher on Physical management techniques are authorized to utilize more intrusive physical redirection or restraint techniques when deemed as a last resort. All other staff are only authorized to utilize de-escalation techniques identified in CPI. Staff members will be supplied training during the annual orientation and or employees hired outside of the cycle will be trained within the 1st month of employment. Not all staff members will be trained in the physical redirection techniques of CPI, but all staff members will be trained in the least restrictive techniques identified in CPI's de-escalation techniques.

Authorized Staff members that meet CPI certification for Physical redirection and restraint procedures will be authorized to implement any of the approved CPI physical redirection procedures that have been instructed and utilized by the collaborative. All authorized staff will be trained and certified by a licensed CPI Instructor for the collaborative program. The collaborative has identified approved physical redirection techniques that have been approved by the Crisis Prevention Institute and staff should only utilize such approved techniques. Staff will be required to complete the fully prescribed training package identified by CPI either as a refresher program or as a newly certified staff, which is dependent upon the individual staff exposure to the CPI curriculum.

It is the responsibility of the Keystone Educational Collaborative Program Supervisor/Principal or his/her designee, to notify parents, the sending district, any state agency involved with the care or protection of a student and the MA Department of Elementary and Secondary Education of any serious incidents involving a Keystone Educational Collaborative student. Notification should be made as soon as possible following the incident by phone (24 hrs.) and in writing (72 hrs.). Staff members will be required to complete the required Physical restraint form and Incident Form supplied by DESE and the collaborative. Written documentation will be reviewed by the Program Director and uploaded to the DESE CHAMP portal. Further review of the Physical restraint will be conducted by the Executive Director and ancillary team (BCBA, CPI Instructors, and counselors) to review and to strategize alternate strategies to support the student and or staff.

The Department expects the approved special education day or residential school or Collaborative Approved Public Day to immediately submit all required information as specified within this Action

Form process. If, however, not all required documentation is immediately available (i.e.- internal investigation and outcome) it is the program's responsibility to ensure the documentation is submitted via the "CHAMP" system as soon as possible. Please be sure to reference any uploaded documents to the Action Form Case Number.

NOTE: In the event of serious injury or death of a student, criminal activity on the part of a student or staff member, or other serious incident affecting the well-being of any student (see below example), you are required to immediately notify, the parent/guardians, the sending school district(s), any state agency involved in student care or program placement, and the Department of Elementary and Secondary Education.

Additional documentation will need to be completed if any of the following incidents should occur:

- The death of any student (Immediate verbal and written notification to the student's parents/guardians and school district);
- The filing of a 51-A report with Department of Children and Families (DCF) OR a complaint filed with the Disabled Persons Protection Commission (DPPC), against the school or a school staff member, for alleged abuse or neglect of any student.
- Any action taken by a federal, state, or local agency that might jeopardize the school's approval with ESE (i.e. federal or state investigation; closure of intake);
- Any legal proceeding brought against the school or its employee(s) arising out of circumstances related to the care or education of any of its students.
- The hospitalization of a student (including out-patient emergency room visits) due to physical injury at school or previously unidentified illness, accident or disorder which occurs while the student is in the program;
- A student run from the program; and
- Any other incident of a serious nature that occurs to a student or staff in the program. (Some examples include: any police involvement, any media involvement, weapons, fire setting, alcohol or drug possession or use while in the program).
- The emergency termination of a student pursuant to 28.09(12)(b).

Investigating complaints regarding restraint practices

Student physical restraint forms and incident reports will be reviewed and signed off by the Program Administrator, Executive Directors and involved staff. All completed forms will be sent to the family, sending district and will be kept with the student file within the collaborative adhering to the required 3-day timeline for completion (business days). These documents will be utilized during request by state agencies, sending districts or upon request by the department of education. During an investigation complaint the agency will be supplied the documents upon request and the staff member will be placed on paid leave or isolated from the student until the state agency has deemed the case closed or if further action is required. The collaborative will seek guidance from the investigative agency on the preference based upon the proposed allegation.

Student physical restraint forms and incident reports will be reviewed and signed off by the Program Administrator, Executive Directors and involved staff. All completed forms will be sent to the family, sending district and will be kept with the student file within the collaborative based upon the required 3-day timeline (business days). These documents will be utilized during request by state agencies, sending districts or upon request by the Department of Education. All required documents that required by DESE (e.g. physical restraint forms, FORM 2's etc) will be uploaded via the CHAMP system by the organization's designees. Designee's will adhere to all request for further information via the CHAMP system or direct contact by DESE personal for additional information and documentation

Harassment:

Harassment of students by other students, employees, vendors and other 3rd parties will not be tolerated in the Keystone Educational Collaborative. The alleged harassment must involve conduct that occurred within the school's own program or activity, such as whether the harassment occurred at a location or under circumstances where the school owned, or substantially controlled the premises, exercised oversight, supervision or discipline over the location or participants, or funded, sponsored, promoted or endorsed the event where the alleged harassment occurred, against a person in the United States. This policy is in effect while students are on school grounds, School District property or property within the jurisdiction of the School District, school buses, or attending or engaging in school sponsored activities.

Harassment prohibited by the Collaborative includes, but is not limited to, harassment on the basis of race, sex, gender identity, creed, color, national origin, sexual orientation, religion, marital status or disability. Students whose behavior is found to be in violation of this policy will be subject to disciplinary action up to and including suspension or expulsion pursuant to disciplinary codes. Employees who have been found to violate this policy will be subject to discipline up to and including, termination of employment, subject to contractual disciplinary obligations.

Employee-to-Student Harassment means conduct of a written, verbal or physical nature that is designed to embarrass distress, agitate, disturb or trouble students when:

- Submission to such conduct is made either explicitly or implicitly a term or condition of a

student's education or of a student's participation in school programs or activities; or •
Submission to or rejection of such conduct by a student is used as the basis for decisions affecting the student.

Student- to-Student Harassment means conduct of a written, verbal, or physical nature that is designed to embarrass, distress, agitate, disturb or trouble students, when:

- Such conduct has the purpose or effect of unreasonably interfering with a student's performance or creating an intimidating or hostile learning environment.

Harassment as described above may include, but is not limited to:

- Written, verbal, or physical (including texting, blogging, or other technological methods) harassment or abuse;
- Repeated remarks of a demeaning nature;
- Implied or explicit threats concerning one's grades, achievements, or other school matter.
- Demeaning jokes, stories, or activities directed at the student.

By law, what constitutes harassment is determined from the perspective of a reasonable person with the characteristic on which the harassment is based. Individuals should consider how their words and actions might reasonably be viewed by others.

The Collaborative will promptly and reasonably investigate allegations of harassment through designation of Title IX Coordinator or building based employees, who may include Program Administrators or their designees. The Executive Director will recommend, in consultation with the Program Administrators, opportunities to the designated recipients for appropriate training.

Sexual harassment is unwelcome conduct of a sexual nature. The definition includes unwelcome conduct on the basis of sex that is so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the school's education program or activity it also includes unwelcome sexual advances, requests for sexual favors, and other verbal, nonverbal, or physical conduct of a sexual nature. Sexual harassment includes conduct by an employee conditioning an educational benefit or service upon a person's participation in unwelcome sexual conduct, often called quid pro quo harassment and, sexual assault as the Federal Clery Act defines that crime. Sexual violence is a form of sexual harassment. Sexual violence, as the Office of Civil Rights (OCR) uses the term, refers to physical sexual acts perpetrated against a person's will or where a person is incapable of giving consent (e.g., due to the student's age or use of drugs or alcohol, or because an intellectual or other disability prevents the student from having the capacity to give consent). A number of different acts fall into the category of sexual violence, including rape, sexual assault, sexual battery, sexual abuse and sexual coercion. Massachusetts General Laws Ch. 119, Section 51 A, requires that public schools report cases of suspected child abuse, immediately orally and file a report within 48 hours detailing the suspected abuse to the Department of Children and Families. For the category of sexual violence, in addition to Section 51A referrals these

offences and any other serious matters shall be referred to local law enforcement. Schools must treat seriously all reports of sexual harassment that meet the definition of sexual harassment and the conditions of actual notice and jurisdiction as noted above. Holding a school liable under Title IX can occur only when the school knows of sexual harassment allegations and responds in a way that is deliberately indifferent (clearly unreasonable in light of known circumstance).

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 on 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;
- Inquiries into one’s sexual experiences; and,
- Discussion of one’s sexual activities.

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, to male, female, or gender non-conforming students or employees may also constitute sexual harassment.

Because the Collaborative takes allegations of harassment, including sexual harassment, seriously, we will respond promptly to complaints of harassment including sexual harassment, and following an investigation where it is determined that such inappropriate conduct has occurred, we will act promptly to eliminate the conduct and impose corrective action as is necessary, including disciplinary action where appropriate.

Please note that while this policy sets forth our goals of promoting an environment that is free of harassment including sexual 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 or sexual harassment.

Retaliation against a complainant, because they have filed a harassment or sexual harassment complaint or assisted or participated in a harassment or sexual harassment investigation or proceeding, is also prohibited. A student or employee who is found to have retaliated against another in violation of this

policy will be subject to disciplinary action up to and including student suspension and expulsion or employee termination.

The complainant does not have to be the person at whom the unwelcome sexual conduct is directed. The complainant, regardless of gender, may be a witness to and personally offended by such conduct.

Notice of Sexual Harassment

The regulations require a Collaborative to respond when the Collaborative has actual notice of sexual harassment. Collaboratives have actual notice when an allegation is made known to any school employee. Collaborative must treat seriously all reports of sexual harassment that meet the definition of harassment and the conditions of actual notice and jurisdiction as noted whether or not the complainant files a formal complaint. Holding a Collaborative liable under Title IX can occur only when the Collaborative knows of sexual harassment allegations and responds in a way that is deliberately indifferent (clearly unreasonable in light of known circumstances). Collaboratives are required to investigate every formal complaint and respond meaningfully to every known report of sexual harassment.

The regulation highlights the importance of supportive measures designed to preserve or restore access to the Collaborative's education program or activity, with or without a formal complaint. Where there has been a finding of responsibility, the regulation would require remedies designed to restore or preserve access to the Collaborative's education program or activity.

Due Process Protections

Due process protections include the following:

- 1) A presumption of innocence throughout the grievance process, with the burden of proof on the school;
- 2) A prohibition of the single investigator model, instead requiring a decision –maker separate from the Title IX Coordinator or investigator;
- 3) Application of a preponderance of evidence standard;
- 4) The opportunity to test the credibility of parties and witnesses through cross examination at a live hearing, if offered by the Collaborative, subject to “rape shield” protections;
- 5) Written notice of allegations and an equal opportunity to review the evidence; 6) Title IX Coordinators, investigators, and decision-makers must be free from bias or conflict of interest;
- 7) Equal opportunity for parties to appeal, where schools offer appeals;
- 8) Upon filing a formal complaint, the school must give written notice to the parties containing sufficient details to permit a party to prepare for any initial interview and proceed with a factual investigation. For K-12 schools, a hearing is optional at the election of the Collaborative, but the parties must be allowed to submit written questions to challenge each other's credibility before

the decision-maker makes a determination. After the investigation, a written determination must be sent to both parties explaining each allegation, whether the respondent is responsible or not responsible, including the facts and evidence on which the conclusion was based by applying the preponderance of the evidence standard. As long as the process is voluntary for all parties, after being fully informed and written consent is provided by both parties, a school may facilitate informal resolution of a sexual complaint.

The Collaborative may establish an informal investigation process that may, upon the request of the complainant, be followed by a formal process.

The Executive Director in consultation with the Title IX Coordinator shall designate the principal of each school in the Collaborative, or their designee (or some other appropriate employee(s)) as the initial entity to receive the sexual harassment complaint. Also, in a matter of sexual harassment, the Collaborative shall require that the Title IX Coordinator be informed, as soon as possible, of the filing of the complaint. Nothing in this policy shall prevent any person from reporting the prohibited conduct to someone other than those above designated complaint recipients. The investigating officer may receive the complaint orally or in writing, and the investigation shall be conducted in such a way as to maintain confidentiality to the extent practicable under the circumstances and in compliance with applicable law. The investigation will be prompt, thorough, and impartial, and will include, at least, a private interview with the person filing the complaint and with witnesses. Also, the alleged harasser will be interviewed. When the investigation is completed, the complaint recipient will, to the extent appropriate, inform the person filing the complaint and the person alleged to have committed the conduct of the results of that investigation.

Record Keeping Requirements

Schools must create and maintain records documenting every Title IX sexual harassment complaint. This could include mediation, restorative justice, or other models of alternative dispute resolution.

Collaboratives must keep records regarding the Collaborative's response to every report of sexual harassment of which it becomes aware even if no formal complaint was filed, including documentation of supportive matters offered and implemented for the complainant.

This policy, or a summary thereof that contain the essential policy elements, shall be distributed by the Collaborative to its students and employees and each parent or guardian shall sign that they have received and understand the policy.

John Demanche, Executive Director, Collaborative's Title IX Coordinator, (978) 425-0310

Richard Booth, Program Administrator, Key Academy, (978) 345-5250

Kerry McCann, Asst. Program Administrator, Keystone Alternative Elem, (978) 812-4161

Megan Ritter, Program Administrator, KEY Program, (978) 368-1431

Amy Foley, Program Administrator, KEY Program, (978) 368-1431

Please note that the following entities have specified time limits for filing a claim.

The Complainant may also file a complaint with:

- The Mass. Commission Against Discrimination, 1 Ashburton Place, Room 601
Boston, MA 02108.
Phone: 617-994-6000
- Office for Civil Rights (U.S. Department of Education)
5 Post Office Square, 8th Floor
Boston, MA 02109.
Phone: 617-289-0111
- The United States Equal Employment Opportunity Commission,
John F. Kennedy Bldg.
475 Government Center
Boston, MA 02203.

LEGAL REF.:

M.G.L. 151B:3A

Title IX of the Education Amendments of 1972

BESE 603 CMR 26:00

34 CFR 106.44 (a), (a)-(b)

34 CFR 106.45 (a)-(b) (1)

34 CFR 106.45 (b)(2) –(b)(3,4,5,6,7) as revised through June 2020

Note: A summary of the attached Policy, as adopted, must be sent to parents/guardians, students, employees, unions, and prospective employees of the Collaborative including Title IX Coordinator(s), investigator(s) and the decision-maker. The above referenced employees must attend training sessions on the implementation of the Policy. SOURCE: MASC July 2020

ACAB-R: Grievance Procedure for Complaints of Sexual Harassment under Title IX of the Education Amendments of 1972

The following grievance procedures apply to all complaints made by students or staff of sexual harassment, sexual assault or sexual violence under Title IX of the Education Amendments of 1972 and in accordance with School Committee Policy ACAB.

Reporting of Sexual Harassment Complaints

79. How to Report a Complaint of Sexual Harassment

Students and employees who believe they have experienced or witnessed sexual harassment should notify the Collaborative’s designated Title IX Coordinator, John Demanche, Executive Director, 978 615 4770. If the complaint concerns allegations against the Title IX Coordinator, then the complaint should be filed with the Superintendent or designee.

Employees who witness sexual harassment or have a reasonable belief that it is occurring, are required to report it immediately to the Title IX Coordinator.

Reports of sexual harassment may also be made by employees to their direct supervisor and by students to a teacher, counselor, school nurse or building administrator, who shall immediately bring such report to the attention of the Title IX Coordinator.

The complaint may be filed by the alleged victim or any other party. Any person filing a complaint is encouraged to do so within a short time after the occurrence giving rise to the complaint, to assure a prompt investigation and fair resolution.

2. Handling of Sexual Harassment Complaints

All complaints shall be processed in a fair, expeditious and confidential manner. The Title IX Coordinator is responsible for overseeing the complaint response, including implementation of supportive measures and the grievance/appeal process. In doing so, the Title IX Coordinator may delegate certain duties to a designee. Complaints can be investigated by a building administrator, Collaborative -level staff member, or the Title IX Coordinator. The decision-maker must be a separate individual from the investigator. The Title IX Coordinator (or designee), investigator and decision maker shall not have a conflict of interest or bias. All Title IX personnel shall receive appropriate training in accordance with Section VIII below.

Supportive Measures and Filing of a Formal Complaint

1. Supportive Measures

a. Once a report of sexual harassment has been received, the Title IX Coordinator or designee will promptly contact the alleged victim (the “Complainant”) to discuss the availability of supportive measures and consider the Complainant’s wishes with respect to supportive measures, the Collaborative must investigate sexual harassment allegations in any formal complaint. The Collaborative must inform the Complainant of the availability of supportive measures with or without filing a formal complaint and explain to the Complainant the process for filing a formal complaint. Supportive measures shall also be offered to the Respondent as necessary to ensure continued and equal access to the education program and/or activity during any investigation.

b. “Supportive measures” are individualized services reasonably available that are nonpunitive, non-disciplinary, and not unreasonably burdensome to the other party while designed to ensure equal educational access, protect safety, and deter sexual harassment. Supportive measures must be offered to both the Complainant and the Respondent, and may include, but not be limited to” no contact orders, change of class schedules, modifications of assignments/work, leaves of absence, increased security and monitoring of certain areas of the campus, and other appropriate measures.

c. In addition to the above supportive measures, the Collaborative, in its discretion, may

consider the emergency removal of a student in accordance with applicable student discipline regulations. The Collaborative may place an employee on paid administrative leave during the course of an investigation of sexual harassment allegations against said employee as determined appropriate and consistent with any applicable collective bargaining agreement.

2. Filing a Formal Complaint

- a. A formal complaint may be filed in writing by the Complainant or presented verbally and put into writing and signed by the Title IX Coordinator or designee. The Collaborative will respect the wishes of the Complainant with respect to whether the Collaborative investigates a report of sexual harassment, unless the Title IX Coordinator determines that signing a formal complaint to initiate an investigation over the wishes of the Complainant is not clearly unreasonable in light of the known circumstances.

3. Contents of a Formal Complaint

- a. A formal complaint is signed by a Complainant or the Title IX Coordinator or designee alleging sexual harassment against a Respondent and requesting that the Collaborative investigate the allegation of sexual harassment. At the time of filing a formal complaint, a Complainant must be participating in or attempting to participate in the education program or activity of the Collaborative. A formal complaint may be filed with the Title IX Coordinator or designee in person, by mail, or by electronic mail, by using the contact information set forth herein.
- b. The Collaborative must investigate sexual harassment allegations in any formal complaint. If the allegations in the formal complaint do not meet the definition of sexual harassment as set forth under Title IX or did not occur in the Collaborative's education program or activity, the Collaborative must dismiss such allegations for the purposes of Title IX but may still address the allegations in any manner that the Collaborative deems appropriate consistent with its policies, procedures and code of conduct, including but not limited to its anti-bullying policies and plan.

Informal or Formal Resolution of Complaint

The Collaborative must offer the Complainant a formal resolution process and may offer an informal resolution process. If the Collaborative does not provide the option of informal resolution, the formal resolution process shall be followed.

1. Informal Resolution Process

- a. If the Collaborative elects to offer an informal resolution process, such process shall be offered and implemented at the election of the Complainant and only after receipt of voluntary, informed, written consent of both the Complainant and the Respondent.

The Complainant may elect informal resolution of a complaint at any time prior to a final determination by the decision maker. This may include conciliation and/or mediation by an individual trained to conduct such processes. At any time prior to agreeing to a resolution, either party has the right to withdraw from the informal resolution process and resume the formal complaint grievance process.

- b. The Collaborative shall not offer an informal resolution process when a student alleges sexual harassment by staff.

2. Formal Resolution Process

- a. The formal complaint process will comply with the grievance procedures outlined below.

Grievance Procedure

In accordance with Title IX and its supporting regulations, the Collaborative shall implement the following process when investigating formal complaints of sexual harassment:

1. The Complainant and Respondent will be treated equally throughout the investigation process and be provided with written notice of the allegation (including sufficient details known at the time and with sufficient time to prepare a response before any initial interview), the grievance process, the range of possible remedies the Collaborative may provide a Complainant and disciplinary sanctions the Collaborative might impose on a respondent, following determinations of responsibility. Both parties have the right to have a representative/advisor participate in the process on their behalf.
2. Any interim supportive measures, as appropriate, will be offered to both parties.
3. The investigator will conduct an objective evaluation of all available evidence. This shall include an interview of both the Complainant and the Respondent, during which each party shall have a full opportunity to state their case through the presentation of witnesses and other evidence. Witnesses and other persons relevant to the complaint, if any, may also be interviewed. Please note that, during the investigation, rape shield protections apply to the Complainant and Complainants may generally not be asked about their prior sexual behavior.
4. During the investigation process, the parties shall not be prohibited from discussing the complaint or collecting evidence.
4. The investigation shall be completed in a reasonable time frame within thirty (30) school days except for good cause. Good cause may include, but not limited to, unavailability of a party, concurrent pending law enforcement investigation, or need for interpreter or accommodation of any party or witnesses' disability.
5. During the investigation, there is a presumption that the Respondent is not responsible for the alleged conduct until a determination is made at the conclusion of the grievance process.

6. The investigator will make findings based on a preponderance of the evidence standard.
7. The investigator will not request or solicit information from any party or witness that constitutes disclosure of information that is protected under a legally recognized privilege, unless the holder of the privilege voluntarily waives the privilege.
8. Prior to the conclusion of the investigation, and at least ten (10) calendar days prior to completion of the investigation, the Complainant and Respondent will both be provided a copy of the investigation report and an opportunity to submit any additional information they would like considered by the investigator before their report is finalized. Both parties shall be provided the opportunity to submit written,
9. relevant questions that a party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party.
10. Once the investigation has been completed, the investigator will submit their investigation report, with recommendations with regard to responsive measures, to the decision maker. The Complainant and Respondent shall also be advised, in writing, of the investigator's findings and recommendations.
11. The decisionmaker will review the investigation report and hold a disciplinary hearing with the Respondent, in accordance with applicable procedures (for student or employee).
12. The decision maker will advise both parties of the final determination and any related remedial/responsive measures in a manner that complies with applicable laws regarding student confidentiality and appeal rights. The Respondent will be notified of any disciplinary action and other remedial measures, if the complaint is substantiated. Notice of such final determination will be made in writing and sent simultaneously to the parties along with information about how to file an appeal.

Disciplinary Action

If a complaint is substantiated, the Collaborative will act promptly to eliminate the behavior and will refer the matter to the proper supervisor or administrator for appropriate responsive measures, including but not limited to disciplinary action and restoring a sense of safety for the Complainant. For students, discipline will be imposed consistent with the Code of Conduct and Massachusetts Student Discipline Law.

Discipline of employees will be consistent with collective bargaining procedures, if applicable, and may include disciplinary action up to and including dismissal.

Responsive measures will also include any steps necessary to prevent the recurrence of any discrimination and/or harassment and will include corrective action aimed at eliminating any discriminatory effects on the complainant and others, as appropriate.

Retaliation Prohibited

Retaliation in any form against any person because of or related to a sexual harassment or retaliation complaint, or because of or related to cooperation with an investigation of a sexual harassment or retaliation complaint, is unlawful and prohibited. Retaliation is also prohibited against any individual that participates or chooses not to participate in the grievance process.

If retaliation occurs, it could be considered grounds discipline, up to and including suspension and/or discharge for employee(s), and appropriate disciplinary action for students.

Appeal Procedure

Both parties have the right to appeal the decision maker's determination to the Superintendent or designee. Any appeal should be submitted in writing to the Superintendent within ten (10) calendar days of receipt of the final determination.

The Executive Director or designee in reviewing the appeal may consider the following

factors: **1.** Was there any procedural irregularity with the investigation process?

2. Is there any new evidence not reasonably available at the time of the investigation?

3. Did the Title IX investigator have a conflict of interest?

The decision of the appeal process is final and is not subject to further review by the School Committee or Executive Board.

Training Requirements

All Title IX personnel including Title IX Coordinators, investigators, decision-makers, people who facilitate any informal resolution process shall receive training as required by Title IX and its supporting regulations. All training materials shall be made available to the public for inspection upon request.

PREVENTION, AWARENESS AND TRAINING PROGRAMS

The Collaborative is committed to the prevention of Prohibited Conduct through regular and ongoing education and awareness programs. Incoming students and new employees receive primary prevention and awareness programming as part of their orientation and returning students and current employees receive ongoing training and related education and awareness programs. The Collaborative provides training, education and awareness programs to students and employees to ensure broad understanding of this Policy and the topics and issues related to maintaining an education and employment environment free from harassment and discrimination.

OBLIGATION TO PROVIDE TRUTHFUL INFORMATION

All Collaborative community members are expected to provide truthful information in any report, investigation, or proceeding under this Policy. Submitting or providing false or misleading information in bad faith or with a view to personal gain or intentional harm to another in connection with an incident of Prohibited Conduct is prohibited and subject to disciplinary sanctions under The Student Code (for Students), Principles of Employee Conduct (for Employees). This provision does not apply to reports made or information provided in good faith, even if the facts alleged in the report are not later substantiated.

REQUIRED ANNUAL TRAINING FOR STAFF

The program's manual must contain a Table of Contents and a policy for all subject areas. The policies and procedures must include, but are not limited to:

- **Reporting Suspected Child Abuse/Neglect to DCF and to the Disabled Persons Protection Commission (Criterion 3.11);** - Policy located in manual above.
- **Staff training on confidentiality of student records/Confidentiality and student records.**
- Family Educational Rights and Privacy Act, M.G.L. c. 71, § 34H, and 603 CMR 23.00, and on the importance of information privacy and confidentiality. Policy located in manual above.
- **Evacuation and Emergency Procedures (3.1(d));** - Policy located in manual above.
- **Immediate Notification (Form2) (Criterion 4.5);** - Policy located in manual above.
- **State and District-Wide Assessments (Criterion 7.3);** - Policy located in manual above.
- **Program Modifications and Support Services for Limited English Proficient (LEP) students (Criterion 8.4);** -Policy located in manual above.
- **IEP Progress Reports (Criterion 8.8);** - Policy located in manual above.
- **Less Restrictive Placement (Criterion 8.10);** -Policy located in manual above.
- **Transition Planning (Criterion 8.11);** - Policy located in manual above.
- **Behavior Management (Criterion 9.1);** - Policy located in manual above.
- **Student Separation Resulting from Behavior Management (Criterion 9.1(a));** - Policy located in manual above.
- **Runaway Students (Criterion 9.3)-** Policy located in manual above.
- **Physical Restraint (Criterion 9.4);** - Policy located in manual above.
- **3-5 Day Suspensions (Criterion 9.5);** - Policy located in manual above.
- **10+ Day Suspensions (Criterion 9.6);** Policy-Policy located in manual above.
- **Terminations (Criterion 9.7);** - Policy located in manual above.
- **Supervision of Students (Criterion 11.11); New Staff Orientation and Annual In-Service Training (Criterion 12.1 and 12.2);**
- **Parent Involvement (Criterion 15.1);** - Policy located in manual above.
- **Change of Student's Legal Status (Criterion 15.4);** -Policy located in manual above.
- **Parent Consent and Notification (Criterion 15.5);** - Policy located in manual above.
- **Registering Complaints and Grievances – parents, students and employees (Criterion 15.8);** - Policy located in manual above.
- **Student Transportation and Transportation Safety (Only where applicable) (Criterion 17.1);** - Policy located in manual above.
- **Participation of the public day school program as well as school district representatives at the TEAM and other key meetings, including reviewing/revising the IEP (34 CFR 300.321)-** Policy located in manual above.
- **Staff training regarding civil rights responsibilities-** Policy located in manual above.
- **First Aide CPR:**
- **Professional development**
- **Appropriate certifications/licenses or other credentials-** Policy located in manual above.

STAFF ACKNOWLEDGEMENT OF RECEIPT OF
PROGRAM MANUAL -SY 2024-2025

This will acknowledge that I have received and read my copy of the current Keystone Collaborative Program Manual. I understand that Keystone Collaborative reserves the exclusive right to interpret, change, add to, modify, withdraw or eliminate the policies and procedures summarized in this manual at any time its business needs require. I also understand that this manual is not a contract between Keystone Collaborative and me or an offer to enter into a compensation agreement. I understand my employment is at-will. I also understand and acknowledge that this manual and the Keystone Personnel, Policy & Procedure Manual states Keystone Collaborative’s current policies and procedures and that any other manual, practices or other communications in such matter are void and no longer applicable to me. I acknowledge that by reviewing and signing below that as an employee I will comply with all applicable federal and state laws identified within this manual.

Employee Name (Print)

Employee Signature

Date

ANNUAL FORMS FOR STUDENTS

We ask the parents/guardians of our students to complete many forms at the start of each year.

Here's why:

Emergency/Medical Information

Whether it's the house phone, cell phone, work numbers or family contacts, our teachers and staff will always have a way to contact you.

We share this information with Keystone classroom teachers, the building nurse and we keep a copy in your child's student record.

Release/Permission Form

We ask your signed permission for several circumstances. These are simply Yes/No and at your discretion.

Health Physician's Report of School Health Examination

Massachusetts Department of Public Health requires every student to have an annual physical and receive updated immunizations. This document will be shared with the building nurse where your child attends school.

Parent/Student Release Form

This document allows appropriate Keystone personnel to obtain previous educational, psychological and medical health records. Authorization is at your discretion. **Medication Policy**

This is the policy of the Keystone Educational Collaborative addressing medication administration during regular school hours.

Medication Permission Form

This form is to be completed by your child's physician. It provides authorization for your child to receive prescribed medication during school hours.

Over the Counter Medication Permission Form

Your written permission allows the school nurse to provide only over the counter medications such as acetaminophen, ibuprofen and antacid tablets.

Free and Reduced Price School Meals Application

Your child may be eligible for free or reduced school meals. Eligibility is determined upon completion and return of this document.

Keystone Educational Collaborative

Emergency/Medical Information

* (required)

* School Year: _____ Program Name: _____

* Full Legal Name:

_____ First Middle Last

* Date of Birth: _____ / _____ / _____

* Place of Birth:

_____ City State

Country

* Primary Address (street, city, state):

Parent/Guardian Contacts:

1) *Name: _____ *Relationship: _____

*Primary Phone # _____ Other Phone # _____

*Home Address: _____

*Email Address: _____

2) Name: _____ Relationship: _____

Primary Phone # _____ Other Phone # _____

Home Address: _____

Email Address: _____

Additional Emergency Contact [if parent/guardian is unable to be reached, the following individuals will be contacted, for example, for picking up a sick student]:

79) Name: _____ Relationship: _____

_____ Primary Phone # _____ Other

Phone # _____ 2) Name: _____

Relationship: _____ Primary Phone #

_____ Other Phone # _____

* Child's Formal Diagnosis(es): _____

Medical Information:

* Doctor's Name: _____ * Telephone # _____
* Health Insurance: _____ * Insurance # _____
* Dentist's Name: _____ * Telephone # _____
* Dental Insurance: _____ * Insurance # _____

* Medications: (Please provide updated doctor's orders and medication permission form for any medication to be provided during school hours, including 'as needed' medication including Epi-Pen.)

* Name * Dosage * Hours Given

Clinics and/or Specialists:

Name of Clinic/Specialist Last Appt. Next Appt.

Allergies? _____ If yes, please label the allergy and describe reaction and treatment:

Does your child use an Epi-Pen? Yes ____ No ____

Existing Medical Conditions:

I understand that the above information is confidential. However, federal law permits information in the

school health record to be shared with school officials on a “need to know” basis and with a very limited number of other persons, including those who could help in an emergency. In other circumstances, my consent will be required. I give permission to exchange information with my child’s medical provider(s) regarding health care or concerns. I understand that I can limit or revoke this consent in writing at any time.

Parent/Guardian’s Signature: _____ Date: _____
_____ Student’s name _____

Date: _____

I, the undersigned, give permission to the School Nurse to administer the above-named medication to my child. I understand that there must be a medication order from physician, dentist, nurse practitioner, or physician’s assistant to administer any medication, whether it is a prescription drug or over-the-counter medication (consent forms are located within this manual). I understand that school personnel are not responsible for any problems arising from the taking of this medication(s), its side effects (if any), or for the75missionn of medication. I further agree to indemnify and hold harmless the School Committee, its agents, Keystone Board of Directors, as well as Keystone staff against all claims because of any or all act performed under this authority.

I do ___ DO NOT ___ give permission to the staff to administer the above medication to my child if he/she is out of the school building during a field trip in accordance with the Massachusetts Department of Public Health limited delegation waiver.

Parent/Guardian’s Signature: _____ Date: _____

Student’s Name: _____ Date: _____

Release/Permission Form

Student's Name: _____ **Date:** _____

PARENTAL RELEASE

YES NO

I understand that the Keystone Collaborative and its staff cannot be held responsible for any accident incurred by either reaction to medication or fall due to a seizure disorder, etc.

GENERAL OBSERVATION

In the process of assessing children's strengths and needs to develop individual plans to meet these needs, staff may need the assistance of consulting specialists who observe children and make recommendations. Any special or formal testing, evaluating, or direct service will only be provided with special permission of parent/guardian before such services begin.

EXCHANGE OF INFORMATION

I allow exchange of routine and relevant verbal and written information between staff and my child's doctors and dentist. Specific reports will require a special form from parents.

OUT OF SCHOOL ACTIVITIES/FIELD TRIPS

I give my permission for my child to go on local trips by walking, staff car, school bus, to the park, library, store, etc. Parent will be notified prior to a major field trip.

PUBLICITY RELEASE

I give permission for my child to be videotaped/photographed: For showing in the classroom, school pictures, to use at conferences to be viewed by the classroom consultants, to be viewed by my child's medical provider, and for use on the Keystone website, Facebook page, and Twitter account.

FIRST AID & EMERGENCY CARE

My child may be transported to the nearest hospital by ambulance or staff car. My child may obtain medical/emergency care by Keystone, ambulance, emergency room staff in the event that parent/guardian cannot be reached during an emergency.

I give my permission for my child to be released to only the following person/people when I am unavailable:

Name Relationship

Name Relationship

If there are any changes during the year, written permission for release of your child will be necessary.

Parent/Guardian

Date

Parental Notification Form

Notification of Curriculum That Involves Human Sexuality and Sexual Education

Keystone Educational Collaborative will notify parents/guardians and obtain written permission for any student to participate in curriculum that involves human sexuality or sexual education pursuant to Parental Notification Law M.G.L. c. 71, section 32A. Any information regarding human sexuality or sexual education curriculum will be presented in a manner that is developmentally appropriate for each student. State Requirements: 603 CMR 18.05(5)(c), 18.05(8), 18.05(9)(f)(1) and 18.05 (9)(j); M.G.L. c. 71, § 32A.

We have identified a curriculum that the clinical and educational team feel will be appropriate for your son/daughter to engage with and we encourage the parent/guardian to set up a time to review the curriculum with the team to make an informed decision before the implementation of said curriculum.

I give my permission for my child to participate in said sexual education curriculum:

I do not give my permission for my child to participate in sexual education curriculum:

Name	Relationship

Name	Relationship

If there are any changes during the year, written permission for release of your child will be necessary.

Parent/Guardian

Date

Permission for Research or Experimentation Consent

If any Keystone Educational Collaborative students are subjects of any research project or experiment while in Keystone Educational Collaborative Programs then Keystone Educational Collaborative will ensure that written, informed consent is obtained from the student and the student’s parents/ guardians. Keystone Educational Collaborative will obtain copies of approval from the researchers Institutional Review Board and copies of the research design and methodology from the researchers. Keystone Educational Collaborative staff will work with the student’s family/guardian and sending district to determine the appropriateness of any research or experiment.

I give my permission for my child to participate in a research project once I have reviewed and had ample opportunity to discuss the benefit of said project.

I do not give my permission for my child to participate in a research project once I have reviewed and had ample opportunity to discuss the benefit of said project.

Name	Relationship

Name	Relationship

If there are any changes during the year, written permission for release of your child will be necessary.

Parent/Guardian	Date

Fundraising and Publicity Consent

Keystone will obtain written parent/guardian consent for student photos or other personally identifiable information to be used in any fundraising or publicity event including newspaper articles, brochures, magazines, TV or other media.

I give my permission for my child's image to be utilized for fundraising or publicity purposes once I have reviewed the photo and the purpose.

I do not give my permission for my child's image to be utilized for fundraising or publicity purposes once I have reviewed the photo and the purpose.

Name	Relationship

Name	Relationship

If there are any changes during the year, written permission for release of your child will be necessary.

Parent/Guardian	Date

SOCIAL MEDIA PERMISSION FORM
(Parent Signature Required)

Dear Parents and Guardians,

The Keystone Educational Collaborative continues to update our website and expand on our social media outlets that include Facebook and Twitter. With our Keystone website and the use of other media outlets, we are hoping to reach out to our community by using pictures of our students to promote who we are and what we stand for. We also want to use our website and media outlets to celebrate our students and share their accomplishments with everyone who adores and cares for them. We would like to get permission to use your child's picture on our website, which will link to our company's Facebook page and Twitter account.

When choosing pictures to use on our website, we are committed to making sure that every image represents each one of our students in a respectful way. If you are willing to grant permission for Keystone to use images of your child, please check off your official confirmation so that we may have your permission for our records. Although we hope that all parents will allow us to use their child's picture, we are committed to the privacy of our students and their families. We understand and respect your wishes if you choose not to allow your child's picture to be shared.

Permission Form to Allow Use of Child's Photo on the Keystone Educational Collaborative Website, Facebook Page and Twitter Account

Student's Name _____

Parent/Guardian Name (print) _____

Please check the line indicating your desire for the use of your child's photos.

_____ **YES**, my child's picture can be used on the Keystone website, Facebook page, and Twitter account.

_____ **NO**, my child's picture can be used for classroom use only (e.g.: visual supports, communication devices, craft projects, etc.)

_____ **NO**, my child's picture can be used on any Keystone media outlet or for use in their classroom.

Additional Comments _____

Parent's Signature _____ **Date** _____

GOOGLE APPS FOR EDUCATION
PERMISSION FORM

Dear Parents/Guardians,

Keystone Collaborative uses Google Apps for Education. This is a free web based tool that allows us to create, share and store documents and assignments online. (<https://www.google.com/edu/>)

When a student account is created, Google stores the student's information (first name, last name, and username). Along with this any work created by the student will also be stored by Google. Google's privacy policy prevents Google from sharing personal information.

Google Apps for Education

I understand that when a Keystone user account is created for a student, a Google Apps for Education account will be automatically created, causing information about the student (first name, last name, and username) to be collected and stored electronically. I further understand that the student may store class work or files in Google Apps for Education; depending on the sharing options selected by the student, these files may be accessible to someone other than Keystone or the student, including classmates or the public. Your signature on this form acknowledges you have read the privacy policies associated with the use of Google Apps for Education. (https://edu.google.com/k-12-solutions/privacy-security/?modal_active=none)

Check one:

_____ I give permission for the student to have a Google account with Keystone.

_____ I **do not** give permission for the student to have a Google account with Keystone.

Student name (please print)

Date

Parent/Guardian name (please print)

Parent/Guardian signature

*The Family Educational Rights and Privacy Act ("FERPA") and the Children's Online Privacy Protection Act ("COPPA"). FERPA protects the privacy of education records, including student class work stored in *Google Apps for Education*. Pursuant to FERPA, the District may not disclose such records without parental consent except in limited circumstances. COPPA requires commercial website operators to get parental consent before collecting any personal information from kids under the age of 13. COPPA allows, but does not require, schools to act as agents for parents in providing consent for the online collection of students' personal information within the school context.

OVER THE COUNTER (NON-PRESCRIPTION)
MEDICATION CONSENT FORM

This document secures your consent for nursing staff of Keystone Educational Collaborative to give over-the-counter medications as needed to your child, as directed by his/her physician.

This child is allergic to (specify) _____

No known allergies

Please check all that you consent to be given by nursing staff of Keystone Educational Collaborative:

Acetaminophen (Tylenol)

Ibuprofen (Advil)

Benadryl

Tums chewable tablets

Calamine Lotion

Bacitracin ointment

Name of student _____

Parent/Guardian signature _____ Date _____

MEDICATION PERMISSION FORM

Note to Parents/Guardians: Keystone Collaborative requires that all students who need prescription medication (to include inhalers) during school hours (on a daily or as-needed basis), must do the following:

1. Present a written consent signed by the physician.
2. Medicines should be delivered to the school in a pharmacy or manufacturer-labeled container by you or a responsible adult whom you designate.
3. No more than a thirty (30) day supply of the medicine should be delivered to the school.

ATTENTION: No prescription medication will be given without the following section filled out and returned to the School Nurse. This form is to be completed by a physician and parent for any medication to be dispensed at school. * *Please Note:* If your child's physician has a prescription medication form or print out that they already use for school, that contains all information requested on this form, we will accept that form.

PHYSICIAN'S ORDER AND CONSENT FORM FOR MEDICATIONS TO BE DISPENSED AT SCHOOL

Student's Name _____

Diagnosis _____

Medication prescribed _____

Dosage prescribed _____

Time(s) during school day to be given _____

Route of administration _____

Duration of medication (start date/end date) _____

Specific direction or information for administration _____

Name/Title of licensed prescriber (please print) _____

Prescriber's Phone # _____ Date _____

Signature of provider _____

Parent/Guardian:

I, the undersigned, give permission to the School Nurse to administer the above-named medication(s) to my child. I understand that school personnel are not responsible for any problems arising from the taking of this medication(s), side effects (if any), or for the omission of medication. I further agree to indemnify and hold harmless Keystone and the Board of Directors, as well as its agents, against all claims as a result of any or all acts performed under this authority.

I do ___ do NOT ___ give permission to the staff to administer the above medication to my child if s/he is out of the school building during a field trip in accordance with MDPH limited delegation waiver.

Parent/Guardian signature _____ Date _____

Relationship to student _____

PARENT/STUDENT RELEASE FORM

I, _____ give my permission to the
Keystone Educational Collaborative for the exchange of requested relevant information,
consultation, and observation concerning:

(Student's Name)

(Street Address)

(City, State, Zip Code)

for the time period of _____ to _____
(not to exceed one year).

TO: (Agencies) _____

REQUESTED INFORMATION:

<input type="checkbox"/> Health Records	<input type="checkbox"/> Educational Records
<input type="checkbox"/> Psychological Reports	<input type="checkbox"/> Discharge Summary
<input type="checkbox"/> Other _____	

Parent's Signature _____

HEALTH PHYSICIAN'S REPORT OF
SCHOOL HEALTH EXAMINATION

Dear Parent/Guardian:

If your child has had a physical within the last year, please send this form to your child's physician to be filled out. If it has been a year since your child has had a physical, please make an appointment and have the physician fill this out at the time of the physical.

** Please Note: If your child's physician has a physical form or print out that they already use for school, that minimally contains all information requested on this form, we will accept that form.*

Student's Name _____ Date of Birth _____

Address _____ Height _____ Weight _____

Positive Physical Findings _____

Previous Diseases and Operations _____

IMMUNIZATIONS

Please note the date the immunization was provided.

Diphtheria, tetanus, & acellular pertussis (Tdap/DTaP) _____

Inactivated poliovirus (IPV) _____

Measles, mumps, rubella (MMR) _____

Hepatitis B (HepB) _____

Varicella (chickenpox) _____

Restrictions: (Check none, if able to participate in all school functions) None

Recommendations: _____

Date of Physical _____ Signature of Physician _____

STUDENT AND FAMILY PROGRAM MANUAL SY2024-2025
(Parent Signature Required)

The Massachusetts Department of Education requires that parents receive this Keystone Program Manual.

Your signature below indicates that you have reviewed the required specific policies in regard to the Student Code of Conduct:

- Bullying
- Harassment
- Suspensions, Expulsion
- Discipline of Students with Special Needs
- Use of Physical Restraint

Please confirm that you have received this document, SY2024-2025 Program Manual (revised 6-2024), by signing and returning this page to your child's teacher.

PRINT STUDENT NAME

PRINT PARENT NAME

PARENT SIGNATURE

DATE