



April 3, 2015

Mason Kortz
Legal Fellow
ACLU of Massachusetts
211 Congress St.
Boston, MA 02110

Dear Mr. Kortz

The following is in response to your Public Records Relating to Student Records Management:

1. Enclosed, please find a copy of our service agreement for PowerSchool for the upcoming school year. (Pearson Invoice # 4641863). We own all of the hardware that faculty and staff use to access our student information system. PowerSchool is an intra and internet accessible site with username and password protection. The electronic storage of student records is on site in our data center server. We do not provide 3rd party access to student records other than providing state reporting to students. We use a message broadcast system (Schoolreach) where our parent emails are synced to this service.
2. I've enclosed a copy of our employee and student handbooks. In the Parent/Student handbook, please refer to pages 16, 17, 29, 30, 38, and 65. In the employee handbook, I've extracted the appropriate pages that pertain to your request. With PowerSchool, students, parents and guardians have access to their information through a designated parent portal.

In regards to your other request, we have a school surveillance system where 30 days of archived film are kept. The school leadership team can request access through our facilities director for video that is needed to address any school related issue.

We do not provide student email accounts.

If you need any additional information from your request, please don't hesitate to contact me at rveilleux@mvrcs.org.

Sincerely,

Rick Veilleux
School Business Manager

INVOICE

INVOICE NUMBER: 4641863	
TAX I.D. NO.: 41-0850527	
DATE: 17-JUN-15	Page 1 of 1
CUSTOMER NO.: 1147342	CREDIT REF. NO.:

BILL TO:

ATTN: ACCOUNTS PAYABLE
 MYSTIC VALLEY REGIONAL CHARTER SCHOOL
 576 EASTERN AVE
 MALDEN, MA 02148

LOCATED AT:

MYSTIC VALLEY REGIONAL CHARTER SCHOOL
 576 EASTERN AVE
 MALDEN, MA 02148

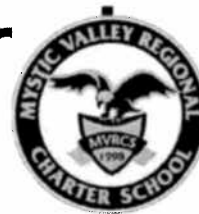
Reference Number: 3314181

PURCHASE INFORMATION		SHIPPING INFORMATION		PAYMENT INFORMATION		
PURCHASE ORDER:		(MOST RECENT SHIPMENT)		TERMS: PAY ON RECEIPT		
CUSTOMER CONTRACT NUMBER:		SHIP DATE:		DUE DATE: 17-JUN-15		
NCS CONTRACT NUMBER: 3314181		CARRIER:		CONTACT: Customer.Service@pearson.com		
		B/L NUMBER:		888-827-0772 (Toll-Free)		
				480-457-7978 (Direct Dial)		
				480-907-2249 (Fax)		
DESCRIPTION	U/M	QTY	A	UNIT PRICE	EXTENDED PRICE	
PSPREMSUP PowerSchool Support for the period of 06/17/2015 through 06/16/2016	Each	1500	N	4.75	7,125.00	
PSDISTLRNG1SUB PowerSchool Distance Learning Subscription for the period of 06/17/2015 through 06/16/2016	Each	1	N	2,500.00	2,500.00	
INVOICE SUMMARY:						
TOTAL FOR ALL LINE ITEMS					9,625.00	
6.25% STATE TAX					0.00	
0.00% COUNTY TAX					0.00	
0.00% CITY TAX					0.00	
<p>APRVL _____</p> <p>CK NO _____ DATE PAID _____</p> <p>ACCT 57370 GRANT 99 DEPT 00 PROG 949</p> <p>ACCT _____ GRANT _____ DEPT _____ PROG _____</p> <p>ACCT _____ GRANT _____ DEPT _____ PROG _____</p> <p>ACCT _____ GRANT _____ DEPT _____ PROG _____</p>						
<p>Register at https://ipay.pearson.com/OA_HTML/SelfRegistration.jsp</p> <p>Already a user, login to https://ipay.pearson.com</p>						
<p>THIS IS YOUR ANNUAL SUPPORT/SUBSCRIPTION RENEWAL. A NEW PURCHASE ORDER IS REQUIRED. TO AVOID CANCELLATION OF YOUR PHONE SUPPORT, PRODUCT UPDATES, OR HOSTED PRODUCT PLEASE WORK WITH YOUR DIRECTOR OF TECHNOLOGY OR APPROPRIATE PARTY TO ESTABLISH AND APPROVE A CURRENT YEAR PO AND PAYMENT FOR THIS ANNUALLY RECURRING INVOICE. IF SUPPORT IS NOT USED, PLEASE FAX A WRITTEN CANCELLATION TO 480-907-2249.</p>						
			<p><i>Chg purpose</i></p> <p><i>Start with 076 June 2015</i></p> <p><i>802-09 AMK</i></p>			
SUBTOTAL			TAX		TOTAL (USD)	
9,625.00			0.00		9,625.00	

Remit by Check to:
 NCS PEARSON, INC.
 13036 COLLECTION CENTER DRIVE
 CHICAGO, IL 60693

Remit by Wire or ACH to:
 Bank of America - Account Name: NCS Pearson Inc.
 ACH: # 071-000-039 WIRE: #0260-0959-3
 Account No: 81881-05388 SWIFT: BOFAUS3N
 (Include invoice number in transmission)

Mystic Valley Regional Charter School



2013-2014

Employee Handbook

Employee
Handbook

See pages 32-36

When employees are tardy they could be subject to disciplinary action up to and including discharge. Employees are required to work through the time spelled out in their contract. If, in the case of an extenuating circumstance, an employee feels that they cannot meet the contractual time they may request the time from a member of the leadership team. If approved, the employee will be required to make up the time in a manner dictated by the School.

WORK SCHEDULE

Because of the nature of our business, your work schedule may vary depending on your job. Check with the PDC or designated leadership team member for your specific daily schedule.

A 30-minute meal break should be taken each day.

In addition listed below are mandatory obligations for employees of the School.

- After school help for students
- Holiday Show (Lower School only)
- High School Graduation (High School only)
- Parent Teacher Conferences
- Open Houses
- Field Trips

ACCESS TO PERSONNEL FILES

Employees can inspect part or all of their personnel files with 24 hour notice in the presence of the Director or designee. Parts subject to inspection include the employee's job application, wage or salary information, notices of commendations, warnings or other discipline, authorization for a deduction or withholding of pay, fringe benefit information, leave records and employment history with the School. The records may be inspected at reasonable times during regular business hours and in the office where the records are kept. You may take notes regarding the contents of the file. You may place a statement in the file if you find an error in the file.

CHANGES IN PERSONAL DATA

We need to maintain up-to-date information about you so we would be able to aid you and/or your family in matters of personal emergency.

Changes in name, address, telephone number, marital status, number of dependents or changes in next of kin and/or beneficiaries should be recorded on an Employee

Information Form and be given to the Human Resources Director immediately. Payroll status changes will only be made after receipt of Employee Information Forms.

STANDARDS OF CONDUCT

Each employee has an obligation to observe and follow the School's policies and to maintain proper standards of conduct at all times. If an individual's behavior interferes with the orderly and efficient operation of a department, corrective disciplinary measures will be taken.

Disciplinary action may include a verbal warning, written warning, suspension and discharge. The School will determine the appropriate disciplinary action imposed. The School does not guarantee that one form of action will necessarily precede another.

The following may result in disciplinary action, up to and including discharge:

- violation of the School's policies or safety rules, including those set forth in this handbook
- insubordination
- poor attendance
- unauthorized possession, use or sale of alcohol or controlled substances on work premises or during work hours
- unauthorized possession, use or sale of weapons, firearms or explosives on work premises
- poor performance
- theft or dishonesty
- physical harassment, sexual harassment or disrespect toward students, fellow employees, visitors or other members of the public
- failure to maintain a clear and appropriate professional distance between student and teacher (including appearance of improper or overly familiar relationships with students, exchanging personal cell phone numbers or email addresses with students, texting or instant messaging with students, meeting with students off campus without administration approval, or discussing personal issues with students, or other similar conduct).

You agree and understand that you are not authorized, permitted or allowed to meet with, socialize with, or in any way communicate with students (excluding relatives or family members) after regular school hours or after authorized school activities, unless it is during a specifically authorized school activity or for school-related purposes. This restriction shall not apply to an unplanned contact.

These examples are not all inclusive. We emphasize that discharge decisions will be based on an assessment of all relevant factors.

CONTACTING STUDENTS VIA SOCIAL MEDIA

All faculty and staff of the School are specifically prohibited from any and all forms of contact with students using social media and/or cell phones. Faculty and Staff includes all employees of the School as well as any other providers of services to students such as athletic coaches, tutors etc even if they are not direct employees of the School.

Specifically prohibited activities include, but are not limited to:

- “Friending” or otherwise contacting a student using any form of social media including, but not limited to, Facebook, Twitter or any and all forms of such communication.
- Calling or texting an individual student by cell phone. Use of SchoolReach or PowerSchool to contact groups of students is permitted with prior approval.
- Emailing an individual student at any time, especially by a personal email account. Use of SchoolReach or PowerSchool to contact groups of students is permitted with prior approval.
- Taking pictures or video of students at any time unless specifically authorized to do so by the School as part of a School sanctioned event.
- Posting any pictures or videos of students at any time on any internet site of any type.

Contact with students as described above is prohibited even after a student matriculates from the School until such time as the student has reached 21 years of age.

This Policy does not apply if the student involved is the child of the Faculty or Staff member.

This is a “Zero Tolerance” policy. Any violation of this Policy, even to a minor degree, is grounds for immediate termination of employment for cause.

CONFIDENTIALITY OF STUDENT RECORDS

State law and proper educational practice require that student records (educational, health and behavioral) be kept confidential except where dissemination is authorized and necessary. The staff is required to maintain such confidentiality at all times, and to contact the Director if there is ever any doubt about the propriety of releasing information.

MEDIA AND PUBLIC RELATIONS

Periodically, members of the staff may be contacted by the media regarding School and School activities. In such cases, you must direct all inquiries to the Public Relations Director.

All inquiries from any governmental agencies or law enforcement authorities should be referred to the Director's office without further comment.

The use of social media (Twitter, Facebook, etc.) during a crisis is not permitted.

SOLICITATION AND DISTRIBUTION

In order to avoid unnecessary annoyances and interruptions from your work, solicitation by an employee of another employee is prohibited while either person is on working time.

Employee distribution of literature, including handbills, in work areas is prohibited at all times.

Trespassing, soliciting or distribution of literature by non-employees on these premises is prohibited at all times.

The School's address shall not be used for the receipt of personal mail.

PROTECTING SCHOOL INFORMATION

Protecting our School's information is the responsibility of every employee and we all share a common interest in making sure it is not improperly or accidentally disclosed. Do not discuss the School's confidential business with anyone who does not work for us.

You agree to keep and maintain in strict confidence all reports, information and data containing names and addresses of officials, employees, students, and parents of the School. Any reports, information, data, etc. given to or prepared or assembled by you are to be kept confidential and shall not be made available to any individual or organization without the prior written approval of the School. You understand that you may acquire or have access to "personal data" of students and other individuals while employed by the School. You shall comply with all laws and regulations relating to confidentiality, security, privacy and use of confidential data and personal data and

comply with privacy laws of the Commonwealth of Massachusetts as the same may apply.

You agree to make full disclosure promptly to the School of all inventions, discoveries, processes, improvements, ideas, trademarks, copyrights, and other works of authorship (including but not limited to computer programs files, databases and documentation) which you conceive, make or acquire during the term of your employment and within one (1) year following your termination, which arise from, relate to or having anything to do with the performance of services for the School. You agree to assign, and hereby do assign to the School without further monetary consideration, all right, title and interest in and to the items referred to above, including the right to file applications for patents and registrations for copyrights and trademarks anywhere in the world. Any work product, writing or documents produced on School computers or the School network shall be the property of and owned by the School.

In order to maintain the safest environment for our students, you agree that you will obtain the prior written approval of the School, whether during employment or after termination, before you make any statement or provide any information to the media or to members of the general public, verbally or in writing, bearing on 1) any work performed or data collected by you while an employee, 2) any student or other personnel issue, or 3) any issue that could bring media attention to the School, whether positive or negative. With the exception of applications for future employment, you agree not to be interviewed or write about the School or issue any material for publication relating to your employment without advance permission in writing from the School for a period of five (5) years following termination of your employment.

Upon termination of your employment, all trade names, patents, copyrights, inventions, designs, drawings, photographs, samples, school documents, records or reports, and all literature or documents of every kind having anything to do with the School shall remain the property of the School, and you shall prepare all of the same in your possession with reasonable promptness for return to the School. You shall not make or retain copies of any confidential items or information with which you may have been entrusted.

CARE OF EQUIPMENT

You are expected to use proper care when using the School's property and equipment. No property may be removed from the premises without the proper authorization of the School's administration. If you lose, break or damage any property, report it to the Business Manager at once.

School property and/or equipment are **not** to be used for personal reasons.