



# HAMILTON-WENHAM REGIONAL SCHOOL DISTRICT

## School Committee Meeting

Buker Elementary School  
Multi-Purpose Room

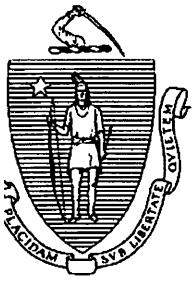
Thursday, March 17, 2016

7:15 PM

1. Call to Order 7:15
2. Pledge of Allegiance
3. Citizens' Comments 7:20
4. Chair's Report 7:30
5. Superintendent's Report 7:45
6. Consent Agenda 7:55
  - a. Minutes of March 3<sup>rd</sup> meeting Exhibit A
  - b. Minutes of Executive Session(s)
    - April 9, 2015 Exhibit B
    - April 28, 2015 Exhibit C
    - December 3, 2015 Exhibit D
    - December 17, 2015 Exhibit E
    - March 19, 2015 Exhibit F
    - June 3, 2015 Exhibit G
7. Committee Reports 8:00
  - a. Communications
  - b. Planning
  - c. Policy
  - d. Student Rep.
  - e. Other-School Liaisons Updates
8. New Business 8:15
  - a. Year to Date Financial Report Exhibit H
  - b. Review School Committee Goals Exhibit I
  - c. Approve Northshore Education Consortium Articles (NEC) Exhibit J
  - d. First Reading of Policies
    - Relations with Nonpublic Schools Exhibit K
    - Pediculosis Policy Exhibit L
9. Old Business 8:30
  - a. Field Trip to NYC Marquis Theater  
*This is a change in date for a Junior & Senior Spanish Class field trip from March 30<sup>th</sup> to April 6<sup>th</sup>, trip was previously approved at the February 4, 2016 School Committee Meeting.*
10. Vote to Adjourn 9:30

**Knowledge • Responsibility • Respect • Excellence**

The District does not discriminate in its programs, activities or employment practices based on race, color, national origin, religion, gender, gender identity, sexual orientation, age or disability.



# The Massachusetts Department of Elementary and Secondary Education

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75 Pleasant Street, Malden, Massachusetts 02148-4096

Telephone: (781) 338-3700

TTY: N.E.T. Relay 1-800-439-2370

March 14, 2016

Michael Harvey, Superintendent  
Hamilton-Wenham Regional School District  
5 School Street  
Wenham, MA 01984

Re: Mid-cycle Report

Dear Superintendent Harvey:

The Department of Elementary and Secondary Education conducted a Mid-cycle Review in your district in January, 2016. In this Mid-cycle Review the Department monitored selected special education criteria to determine your district's compliance with special education laws and regulations. The review consisted of a district self-assessment and information gathered from one or more of the following activities: staff interviews, review of student records, examination of documentation, and/or observation of instructional spaces.

We are pleased to tell you that the Department has found your district to be in compliance with all of the criteria monitored in your district during the Mid-cycle Review. **The findings of the Department are now available online at the Web-Based Monitoring System (WBMS) site.** You and your entire staff are to be congratulated for your success in implementing the requirements included in these criteria.

The Department will notify you of your district's next regularly scheduled Coordinated Program Review (CPR) in the year before it is to occur. At this time we anticipate that this CPR onsite will occur sometime during the 2018-2019 school year unless the Department determines that there is some reason to schedule this visit earlier.

Your staff's cooperation throughout this Mid-cycle Review is appreciated. If you have questions about this letter or need assistance with the Web-Based Monitoring System (WBMS), please do not hesitate to contact Timothy Gallagher at 781-338-3717.

Sincerely,

Timothy Gallagher, Mid-cycle Review Chairperson  
Program Quality Assurance Services

Russell Johnston, PhD  
Senior Associate Commissioner

cc: Mitchell D. Chester, Ed.D., Commissioner of Elementary and Secondary Education  
Jane Ewing, Supervisor, Program Quality Assurance Services  
Lawrence Swartz, School Committee Chairperson  
Katherine Harris, Local Program Review Coordinator



MASSACHUSETTS DEPARTMENT OF  
ELEMENTARY AND SECONDARY  
**EDUCATION**

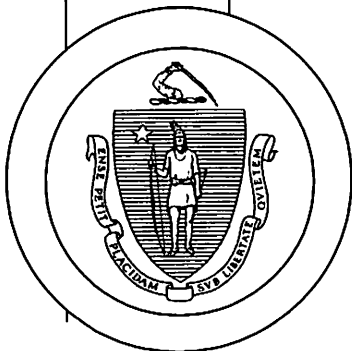
**COORDINATED PROGRAM REVIEW**

**MID-CYCLE REPORT**

**District: Hamilton-Wenham Regional School District**

**MCR Onsite Dates: 01/06/2016 - 01/07/2016**

**Program Area: Special Education**



Mitchell D. Chester, Ed.D.  
Commissioner of Elementary and Secondary Education

## COORDINATED PROGRAM REVIEW MID-CYCLE REPORT

### SE Criterion # 3A - Special requirements for students on the autism spectrum

**Rating:**

Implemented

**Basis for Findings:**

A review of student records and interviews set forth that whenever an evaluation indicates that a student has a disability on the autism spectrum, the IEP Team considers and specifically addresses the following:

- 1) The verbal and nonverbal communication needs of the student;
- 2) The need to develop social interaction skills and proficiencies;
- 3) The needs resulting from the student's unusual responses to sensory experiences;
- 4) The needs resulting from resistance to environmental change or change in daily routines;
- 5) The needs resulting from engagement in repetitive activities and stereotyped movements;
- 6) The need for any positive behavioral interventions, strategies, and supports to address any behavioral difficulties resulting from the autism spectrum disorder; and
- 7) Other needs resulting from the student's disability that impact progress in the general curriculum, including social and emotional development.

Record review demonstrated that Teams use a checklist to gather information and guide IEP development. Areas of student need are addressed as goals and accommodations in the IEP.

### SE Criterion # 18A - IEP development and content

**Rating:**

Implemented

**Basis for Findings:**

A review of student records and interviews demonstrated that IEP Teams specifically address the skills and proficiencies needed to avoid and respond to bullying, harassment, or teasing for students whose disability affects social skills development, when the student's disability makes him or her vulnerable to bullying, harassment or teasing, and for students identified with a disability on the autism spectrum. Record review indicated that IEP Teams document their considerations of the skills and proficiencies needed by students in the district's Notices of Proposed School District Action (N1s), as well as in the Present Levels of Educational Performance (PLEP) B and the Additional Information sections of the IEP.

**SE Criterion # 18B - Determination of placement; provision of IEP to parent.**

**Rating:**

Implemented

**Basis for Findings:**

A review of student records and interviews demonstrated that the district consistently sends two copies of the proposed IEP and proposed placement to parents following development at the IEP Team meeting.

**SE Criterion # 20 - Least restrictive program selected**

**Rating:**

Implemented

**Basis for Findings:**

A review of student records indicated that the IEP Non-participation Justification statement consistently explains why the student's removal from the general education classroom is considered critical to the student's program and the basis for the Team's conclusion that education of the student in a less restrictive environment, with the use of supplementary aids and services, could not be achieved satisfactorily.

**SE Criterion # 22 - IEP implementation and availability**

**Rating:**

Implemented

**Basis for Findings:**

Interviews indicated that when an IEP has been accepted by the parent, including at the elementary level, related services are fully implemented at the beginning of the school year. The special education administrator reviews student IEPs with all related service providers prior to the start of the school year to ensure that related service provision begins promptly in September.

**SE Criterion # 26 - Parent participation in meetings**

**Rating:**

Implemented

**Basis for Findings:**

The district provided its special education student roster as required by the Department.

**SE Criterion # 54 - Professional development****Rating:**

Implemented

**Basis for Findings:**

A review of documents and interviews demonstrated that paraprofessionals receive annual training in the following areas:

1. State and federal special education requirements and related local special education policies and procedures;
2. Analyzing and accommodating diverse learning styles of all students in order to achieve an objective of inclusion in the general education classroom;
3. Methods of collaboration among teachers, paraprofessionals and teacher assistants to accommodate diverse learning styles of all students in the regular classroom.

**SE Criterion # 55 - Special education facilities and classrooms****Rating:**

Implemented

**Basis for Findings:**

Onsite observations at Miles River Middle School and Winthrop Elementary School confirmed that counseling services are no longer provided in a room labeled "School Psychologist" at the middle school and occupational therapy services are no longer provided in a room labeled "OT" at the elementary school. The signs no longer stigmatize students, as both spaces are now identified with room numbers.

**EXHIBIT A**  
**Hamilton-Wenham Regional School District**  
**Office of the Superintendent**  
**Wenham, Massachusetts 01984**

**HAMILTON-WENHAM REGIONAL SCHOOL COMMITTEE MEETING**  
**MINUTES**  
**MARCH 3, 2016**  
**7:15 PM**

**CALL TO ORDER:** Deborah Evans called the meeting to order at 7:20 pm in the Buker Elementary School Multi-Purpose Room.

**Present:** Jeanise Bertrand, Deborah Evans, Hannah Fraley, Larry Swartz, Stacey Metternick

**Also present:** Michael Harvey  
Kerrienne Heppner, student representative  
Nancy Bergner, (Secretary)

**I. PLEDGE OF ALLEGIANCE**

All rose for the pledge of allegiance.

**II. CITIZENS COMMENTS**

No citizen comments

**III. CHAIR'S REPORT**

1. League Women Voters are holding a Civics Bee. The HWSC has been invited to participate as a team.
2. Each town has their annual town meeting on April 2. Please plan to attend your Town Meeting.

**IV. SUPERINTENDENT'S REPORT**

**Don't Miss "Most Likely to Succeed" at HWRHS on March 28th!**

Over the past four years, we've spent a great deal of time exploring the question, "What is the future of education in Hamilton and Wenham?" On March 28th at 7:00 PM at Hamilton-Wenham Regional High School, we will host a screening of the film, "Most Likely to Succeed," which presents one vision of what schools could become in the future. After the film, we will hold a discussion session around the themes presented and what they mean for education in the HWRSD. To watch the trailer for this film, click here. Tickets are free, but registration is required. To sign up for tickets, please click the link below.

[//eventbrite.com/tickets-external?eid=20570591192&ref=etckt](http://eventbrite.com/tickets-external?eid=20570591192&ref=etckt)

**Director of Curriculum, Assessment and Instruction Search Update**

The Search Process for the Position of Director of Curriculum, Assessment and Instruction is

well underway. The position was posted in on February 9th, with an initial screening date of March 4th. As of today, there are 21 applicants for the position. We are currently in the process of assembling an interview committee, which will be led by Kathy Harris and Jeff Sands. Beginning on Monday, we will be contacting candidates for interviews. Interviews will be scheduled during the week of March 14th. The search committee will recommend finalists and second interviews will be held after March 21st. This round will include having each finalist spend a day in the HWRSD and a site visit to the finalists' current district. I plan on making an offer to the preferred candidate by April 4th.

### **PARCC Training Session**

Last Thursday, the Elementary Principals, Middle School Assistant Principal and I participated in a conference call from the DESE on the administration procedures for the PARCC Test. According to DESE, approximately 72% of districts in the state have opted to administer the PARCC this spring. During the conference call, we learned that most of the procedures for administering the PARCC Test are very similar to the procedures we used for the MCAS Test. One of the major concerns we had in making the decision to go to the PARCC this year was the timed nature of the test versus the untimed MCAS and the impact this would have on students with special needs. During the conference call, DESE announced that we would not need to amend a student's Individualized Education Plan or Section 504 Plan in order to allow them the accommodation of extended time on the PARCC. DESE had heard from many districts that the burden imposed by amending every student accommodation plan to include extended time was too much to accomplish prior to the start of testing. This provision will be in effect for this year only. According to DESE, student accommodation plans will need to be amended to include extended time prior to testing in 2017.

### **FY17 Budget Update**

The FY17 Budget assessment amounts have been certified by District Treasurer Don Gallant and sent to the leadership of Hamilton and Wenham. We are currently in the process of assembling the Annual HWRSD Budget Book and Annual Report, and are planning to distribute the Budget Book by March 18th. The last step in our FY17 Budget Process is the vote by Hamilton and Wenham Town Meeting on Saturday April 2nd. I have been invited to the Hamilton Board of Selectmen Meeting on Monday, March 7th to present and answer questions on the FY17 Budget. FY17 Budget Documents are now available on the HWRSD Website.

### **School Committee Election**

There are five declared candidates for the four school committee seats that are up for election on Thursday, April 7, 2016. There are three seats with three-year terms and one seat with a one-year term open. The following is a list of candidates and their town of residence:

#### **Three-Year Term**

Michelle Bailey, Wenham

Jeanise Bertrand (Incumbent), Wenham

Richard Boroff, Hamilton

David Polito, Wenham



One-Year Term

Deb Evans (Incumbent), Wenham

Upcoming Events

- Fall 2016 Kindergarten Information Session, Monday, March 7th, 7:00 PM @ Buker Elementary School
- Policy Working Group, Tuesday, March 8th, 7:15 PM @ District Offices
- League of Women Voters' Civics Bee, Thursday, March 10th, 7:00 PM @ HWRHS

**V. CONSENT AGENDA**

- |                                    |           |
|------------------------------------|-----------|
| A. Minutes of Feb. 4, 2016         | Exhibit A |
| B. Minutes of Feb. 11, 2016        | Exhibit B |
| C. Minutes of Feb. 22, 2016        | Exhibit C |
| D. Executive Session Dec. 18, 2014 | Exhibit I |
| E. Executive Session Jan. 21, 2016 | Exhibit J |
| F. Field Trip - Peru 2017          | Exhibit D |

**MOTION: I MOVE THAT THE HAMILTON-WENHAM REGIONAL SCHOOL COMMITTEE APPROVE THE ITEMS ON THE CONSENT AGENDA. THERE CAN BE NO FURTHER DISCUSSION NOR AMENDMENT OF THIS MOTION.**

**Motion by STACEY METTERNICK; seconded by JEANISE BERTRAND.**

*Unanimously approved by the five members present*

**VI. NEW BUSINESS**

- |   |                 |
|---|-----------------|
| A. HW Friends of the Arts Presentation  | Exhibit F       |
| Emily Hayden presented an update on the Friends of the Arts, including fundraisers and grants which benefit students in Hamilton and Wenham. Also in attendance at tonight's meeting were |                 |
| • Tasha Molmar: Visual Arts liaison   |                 |
| • Nicci Roebuck: Vice President   |                 |
| • Pam Mulvihill: Music Liaison  |                 |
| B. EdFund Grants  | Exhibit E 1 & 2 |
| • HWRHS-21st Century Learning Spaces Pilot (Part II) \$25,613.00  |                 |
| • Buker Elementary-Deepening our Understanding of the Healthy Development of Boys \$2,500.00  |                 |

**I MOVE THAT THE HAMILTON-WENHAM REGIONAL SCHOOL COMMITTEE VOTE TO ACCEPT THE DONATION LISTED IN EXHIBIT E1 FROM THE FROM THE EDFUND IN THE AMOUNT OF \$25,613.00 FOR PART 2 OF THE 21ST CENTURY LEARNING SPACES PILOT.**

**Motion by STACEY METTERNICK; seconded by HANNAH FRALEY**

*Unanimously approved by the five members present*

**I MOVE THAT THE HAMILTON-WENHAM REGIONAL SCHOOL**

**COMMITTEE VOTE TO ACCEPT THE DONATION LISTED IN EXHIBIT E 2  
FROM THE FROM THE EDFUND IN THE AMOUNT OF \$2,500.00 FOR THE  
BUKER ELEMENTARY PROGRAM, DEEPINING OUR UNDERSTANDING OF  
THE HEALTHY DEVELOPMENT OF BOYS.**

**Motion by STACEY METTERNICK; seconded by JEANISE BERTRAND**

***Unanimously approved by the five members present***

**C. Report on Superintendent Goal Progress for 2015-16**

**Exhibit G**

- How does Goal # 1 feed into the curriculum piece? This is a macro-curriculum which informs the grade by grade development of curriculum.
- Development and timely publication of these goals has greatly improved the ongoing communication from the HWRSD to the community.

**D. Review of School Committee Protocols**

**Exhibit H**

- These *Protocols* were last presented in June, but were not signed at that time. They help to guide our process as we address the important issues which are before us. The sense of the meeting is that the *Protocols* should be signed by members attending tonight, Emily Madden's name added to it, and other signatures added at the next meeting. It is suggested that, when the new SC is comprised, explicit training surrounding the Protocols be presented and that they be signed as a first order of business.

**VII. VOTE TO ADJOURN**

**MOTION: I MOVE THAT THE HAMILTON-WENHAM REGIONAL SCHOOL  
COMMITTEE VOTE TO ADJOURN.**

**Motion by STACEY METTERNICK; seconded by HANNAH FRALEY**

***Unanimously approved by the five members present at 8:17 PM***

Respectfully Submitted,

Nancy R. Bergner

Secretary, H-WRSC Meeting

## EXHIBIT B

HWRSC Executive Session of Full School Committee  
Current Status of Negotiations  
Meeting Date: April 9, 2015

6:05 PM meeting called to order by Sheila MacDonald and moved to enter into executive session for the purpose of discussing strategy related to collective bargaining with the Hamilton Wenham Regional Education Association (HWREA).

Motion by Sheila MacDonald, 2<sup>nd</sup> Roger Kuebel.

Roll call voice Vote: Yes from all – Bill Wilson, Larry Swartz, Barbara Lawrence, Roger Kuebel, Sheila MacDonald, Deb Evans, Jeanise Bertrand

Stacey Metternick arrived at 6:07 PM

1. COLA--2.5% per year x 3 years
2. Health Insurance: Continue to work collaboratively to reduce costs to District and HWREA Membership
3. Planning Time:

**Elementary Planning Time** (restructuring of paragraphs only)

All elementary teachers will be guaranteed a minimum of 200 minutes per week of non-assigned preparation time during the student day. In addition, elementary teachers will also be guaranteed one (1) sixty (60) minute planning period on Wednesday. Non-assigned preparation time shall be scheduled so that no time period is less than thirty (30) minutes' duration for kindergarten teachers and specialists teachers and forty (40) minutes' duration for teachers of grades 1 through 5 and all day kindergarten. Every effort will be made to provide this time on four (4) different days per week. Non-assigned preparation time will be spent in the best interest of the students and their education by reserving the time for research, preparation, correcting, and student consultation.

In addition teachers will be allocated a 20-25 minute block of time surrounding the 20-minute duty free lunch. This block will be defined as teacher administrative time. Every effort will be made to ensure that teachers will determine use of this time for activities including, but not limited to: student tutorials, parent communications, afternoon setup, completing reports and forms and engaging in professional discourse. On occasion, teachers may be asked to attend a meeting during this time provided that the teacher has a preparation period during the day of the meeting.

**Middle School Planning Time:**

There will be a minimum of 500 minutes per week of planning time. This time will be used for both individual and common (team) planning time. Individual activities may include, but are not limited to: course research, assessing student work, and class

minutes of common planning time.

- 2 It is understood by both parties that, should any conflict occur as to the manner in which the individual and common planning time is being utilized, the immediate resolution will be that the Union President and the Superintendent of Schools will work to resolve the conflict. If resolution cannot be reached, the established grievance process will be followed.

### **High School Planning Time**

There will be a minimum of 440 minutes per week of planning time. This time will be used for both individual and collaborative activities. Individual activities may include, but are not limited to: course research, correcting, and class preparation. Collaborative activities may include the development of common assessments, analysis of student work and curriculum development and will be spent in the best interest of the students and their education as they align with the departmental, school and district-wide goals.

Notes:

1. It is understood that the specific amount of planning allocated to individual or collaborative activities during any given week may vary. In general, a typical week may include 350 minutes of individual work and 90 minutes of collaborative work.
2. It is understood by both parties that, should any conflict occur as to the manner in which the individual and common planning time is being utilized, the immediate resolution will be that the Union President and the Superintendent of Schools will work to resolve the conflict. If resolution cannot be reached, the established grievance process will be followed.

4. Curriculum Pay Hourly Rate: Increase from \$18 to \$30 per hour

5. Stipends-Add the following:

-Elementary Morning Bus Duty 3 x \$1000 per year stipends per building -Teacher in

Charge for Elementary \$2133 x 3 -MS Team Leader \$3000 x 6

-John Kotch will provide 3 names for stipend committee. The Committee will review all stipends and develop a schedule that incorporates the new stipends into a structure that has an overall cost as the FY15 Actual Stipends +2.5%. Changes to the structure will be incorporated through a side letter with HWREA.

-Add "morning bus duty" to the list of duties an elementary teacher does not have to do (new stipend alleviates this need)

Vote to Adjourn (Larry Swartz moved) Deb Evans 2<sup>nd</sup>

Roll Call Voice Vote: All in favor, Bill Wilson Larry Swartz, Barbara Lawrence, Roger Kuebel, Sheila MacDonald, Deb Evans, Jeanise Bertrand, Stacey Metternick

**Hamilton-Wenham Regional School District Committee**

**Meeting of April 28, 2015**

**Executive Session Minutes**

**CALL TO ORDER:** Michael Harvey called the meeting to order at 7:15 p.m. at the Administrative Building.

**PRESENT:** Larry Swartz, Jeanise Bertrand, Michael Lombardo, Stacey Metternick, Roger Kuebel, Hannah Farley

**ALSO PRESENT:** Dr. Michael Harvey, Superintendent; Assistant Superintendent for Finance & Administration, Jeffrey Sands

**ABSENT:** Dennis Hurley

**NEW BUSINESS:** Jeanise Bertrand made a motion to nominate Roger Kuebel as chairperson for this meeting. Michael Lombardo seconded  
The motion passed 6-0

Moved to Executive Session, 2<sup>nd</sup> roll call  
Vote: 6-0

Executive Session – Discussion was on Teacher Contract Negotiations  
Updated Committee on status of negotiations. No votes were taken

Arrival of Dennis Hurley @ 7:30 PM

**ADJOURNMENT:** Roger Kuebel made a motion that the HW Regional School Committee  
Vote to Adjourn. Jeanise Bertrand seconded the motion. The Motion passed

The meeting adjourned at 9:30 p.m.

EXHIBIT D

Hamilton Wenham Regional School Committee  
Executive Session 12/3/15

In attendance: Larry Swartz, Dennis Hurley, Hannah Fraley, Emily Madden, Jeanise Bertrand, Stacey Metternick and Michael Harvey  
Absent: Deborah Evans

Call to order: 8:56 pm by Larry Swartz and moved to executive session for the purpose of discussing with non-union personnel (Jeffrey Sands).

Up for renewal in June of 2016. 3<sup>rd</sup> year of 3-year contract.

At \$135,200

Wants \$150k, \$500, 2.5% raises yearly

Comps (ave. \$125k - \$130k?):

- MASCO \$154k
- Manchester-Essex \$125k
- Triton \$138k

What are parameters?

Started: \$125k (made \$13k at Tewksbury)

With 2% base + 2% proficient (4% raises last 2 years?)

In order to move forward we need:

- Contract
- Comps
- Contract proposal

Adjourn 9:50 pm

Respectively submitted,

Stacey Metternick  
HWRSC Secretary

EXHIBIT E

Hamilton Wenham Regional School Committee  
Executive Session 12/17/15

In attendance: Larry Swartz, Deborah Evans, Dennis Hurley, Hannah Fraley, Emily Madden, Jeanise Bertrand, Stacey Metternick and Michael Harvey

Call to order: 9:55 pm by Larry Swartz and moved to executive session for the purpose of discussing strategy for negotiation with non-unions personnel (Jeffrey Sands).

2<sup>nd</sup> discussion of Jeffrey Sands contract.

Up for renewal in June of 2016. 3<sup>rd</sup> year of 3-year contract.

Comps:

Masco \$150,830k

Pentucket \$120k

At \$135,200 now

Wants \$150k, \$500, 2.5% raises yearly, which brings:

\$146,200 – July 2016 (6.5%)

\$152k – July 2017 (6.5%)

Accelerate in 2 years. Concern over how close HS principal salary + Jeff. (\$131,900 and \$135,200). HS Principal works 215 days, Jeff works 260 days.

End contract 6/3/2020

- Acknowledge in realm of what we can afford.
- Look at contracts in-sync
- They are team (Jeff and Mike)

Also, there are some school districts looking for someone that pay \$\$, more then we can afford and more then Jeff asking. We don't want to nickel and dime to lose Jeff. Another School District lost their finance person for that reason.

Adjourn 10:37 pm

Respectively submitted,

Stacey Metternick  
HWRSC Secretary

HWRSDC Executive Session of Full School Committee  
3/19/15  
Minutes taken by Deborah Evans, Secretary, HWRSC

Present:

HWRSC: Bill Wilson, Sheila MacDonald, Jeanise Bertrand, Stacey Metternick,  
Deborah Evans

1. Meeting called to order at 6:35pm by Bill Wilson. Motion to enter executive for the purpose of discussing strategy for negotiation with non-union Personnel, Superintendent of HWRSD Mike Harvey. Bill moved; Deb 2<sup>nd</sup>. Roll call Voice Vote: Yes from all - Bill Wilson, Sheila MacDonald, Jeanise Bertrand, Stacey Metternick, Deborah Evans.
2. Discussed Mike Harvey, Superintendent of Schools, contract renewal.
  - a. Term. Change to 5 year.
  - b. Compensation. 2% increase in year 1.
  - c. Sick time. Decrease 20 to 15 days (reallocate)
  - d. Vacation/Paid time off. Increase 20 to 25 days (reallocate)
  - e. Professional activities.
  - f. Align end date with end date of Jeff Sands contract (Asst. Supt of Finance and Admin)
3. Reviewed feedback from community, and MASC averages.
4. Motion to approve terms of new contract. (Deb Moved, Sheila 2<sup>nd</sup>). Approved 5-0.
5. Motion to adjourn executive session. (Deb moved, Bill 2<sup>nd</sup>). Roll call voice vote: Yes from all - Bill Wilson, Sheila MacDonald, Jeanise Bertrand, Stacey Metternick, Deborah Evans. Meeting adjourned at 7pm.



HWRSC Executive Session of Full School Committee

6/3/15

Minutes taken by Deborah Evans, Secretary, HWRSC

Attendees:

HWRSC: Larry Swartz, Roger Kuebel, Hannah Fraley, Jeanise Bertrand, Stacey Metternick, Deborah Evans

Absent: Dennis Hurley, Stacey Metternick

1. 6:00pm meeting called to order by Larry Swartz and moved to enter executive session with the purpose of discussing the Hamilton Wenham Regional Education Association (HWREA) contract, public discussion of which would be detrimental to ongoing negotiations. (motion by Deb Evans, 2<sup>nd</sup> Roger Kuebel). Roll call Voice Vote: Yes from all - Larry Swartz, Roger Kuebel, Hannah Fraley, Jeanise Bertrand, Stacey Metternick, Deborah Evans
2. Discussed status of tentative agreement with HWRETA reached 5/28/15 related to COLA increase and common planning time. No vote taken.
3. Motion to adjourn executive session to return to open session at 7pm for regular meeting of HWRSC. (motion by Deb Evans, 2<sup>nd</sup> Roger Kuebel). Roll call Voice Vote: Yes from all - Larry Swartz, Roger Kuebel, Hannah Fraley, Jeanise Bertrand, Stacey Metternick, Deborah Evans
4. Meeting adjourned at 6:20pm.



# HAMILTON-WENHAM REGIONAL SCHOOL DISTRICT

## *FY16 Operating Expense Forecast As of March 11, 2016*

*For Presentation to the School Committee on March 17, 2016*

Prepared by:

Jeffrey D. Sands, Assistant Superintendent for Finance & Administration

Vincent Leone, Director of Accounting & Payroll



## FY16 Operating Expense Forecast (after Offsets) *Overview & Key Assumptions*

- **Salary Costs**
  - Incorporates Actual Costs through 03/11/16 plus all known encumbrances.
  - Includes forecasted values for all Costs not automatically encumbered through June 30, 2016 including; long term substitutes, daily substitutes, overtime, etc.
- **Operating Costs**
  - Incorporates Actual Costs through 03/11/16 plus all known encumbrances.
  - Includes forecasted values for all Costs not automatically encumbered through June 30, 2016 including; school discretionary spending; transportation, out-of-district tuition, maintenance, technology, etc.

We are currently forecasting to end the year ~\$200,000 or 0.71% favorable to Budget.



## FY16 Operating Expense Forecast (after Offsets)

By DESE Budget Category

Summary by DESE Category	FY16	FY16	FY16
	Budget	YE Projection	Over/Under
Administration	\$ 1,110,289	\$ 1,010,289	\$ 100,000
Capital, Operations, Maintenance	\$ 2,084,511	\$ 2,114,511	\$ (30,000)
Guidance, Counseling, Testing	\$ 1,030,711	\$ 1,030,711	\$ -
Inst. Materials	\$ 864,576	\$ 864,576	\$ -
Instructional Leadership	\$ 2,761,900	\$ 2,736,900	\$ 25,000
Insurance, Retirement, Other	\$ 3,674,250	\$ 3,474,250	\$ 200,000
Other Teaching Services	\$ 2,301,811	\$ 2,301,811	\$ -
Prof. Dev.	\$ 172,902	\$ 172,902	\$ -
Pupil Services	\$ 1,844,779	\$ 1,914,779	\$ (70,000)
Teachers	\$ 10,996,838	\$ 10,761,838	\$ 235,000
Tuitions	\$ 1,487,034	\$ 1,747,034	\$ (260,000)
District Totals	\$ 28,329,602	\$ 28,129,602	\$ 200,000



# HAMILTON-WENHAM REGIONAL SCHOOL DISTRICT

EXHIBIT I

## Draft of 2015-2016 SC Goals

Develop a budget that is fiscally responsible and recognizes the implications of school improvement plans designed to elevate Miles River, Buker and Cutler Schools to Level I status and to retain the High School and the Winthrop School at Level I.

Develop, in consultation with the Towns for action at Town Meetings, a SC proposal to update the District Agreement in the areas of the operational cost ratio look back period (Section IV D. (1)) and facilities, especially capital planning and elementary school leases.

Complete the update to the District policies as well as review existing policies whose adoption date was three years ago.

Oversee the development of a master plan, with the school and greater community, which integrates plans for future teaching/learning approaches with optimal learning environments given the status of existing facilities, economic reality and demographic trends.



NORTHSHORE  
EDUCATION  
CONSORTIUM

Administrative Offices

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Francine H. Rosenberg M.Ed.  
Executive Director

March 9, 2016

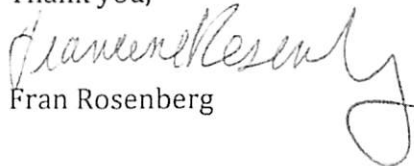
Dear Superintendent and School Committee Chairperson;

At the Northshore Education Consortium Board Meeting on February 3, 2016, the Board voted unanimously to amend the Collaborative Agreement, Section VII, Item 5.a.viii by eliminating the highlighted sentence. On March 9, 2016, the Board voted a second time to approve this change.

*The proposed budget shall include the methodology used to determine tuition prices and fees-for-service for member and non-member districts. Tuition prices shall be based on the total cost of the programs divided by the projected number of students enrolled in such programs. Capital costs will be included in the budget and will be apportioned in either tuition prices, fees for services, or membership dues. Fees-for-service are determined based on the cost of service, projected utilization and applicable overhead. Non-member districts may be charged higher tuition and fees to reflect increased overhead, as well as the fact that member districts are subsidizing program costs through their dues. Non-member tuition and fee differentials should not exceed 10%.*

The entire amended agreement is attached for your review and approval. Please sign the attached form, and return it to me for submission to the Commissioner for approval by the Board of Elementary and Secondary Education in accordance with 603 CMR 50.03.

Thank you,

  
Fran Rosenberg



NORTHSHORE  
EDUCATION  
CONSORTIUM

Northshore Education Consortium

Articles of Agreement

(amended March 2016)

## **PREAMBLE/ AUTHORIZATION**

This document constitutes the amended collaborative agreement of the Northshore Education Consortium, hereinafter referred to as the Consortium, which was established pursuant to the provisions of chapter 40, section 4E of the General Laws of the Commonwealth of Massachusetts and acts or amendments thereof as they may from time to time be enacted by the legislature, and 603 CMR 50.00. This collaborative agreement shall not be effective until approved by the Board of Directors, member school committees and by the Massachusetts Board of Elementary and Secondary Education.

This agreement, replaces the Articles of Agreement adopted on June 2, 2015 and will be effective upon the approval of a majority of the school committees who are listed below and the Board of Elementary and Secondary Education, as indicated on the signature page. No subsequent amendments will take effect unless and until approved by the member school committees, and by the Board of Elementary and Secondary Education.

## **SECTION I: MEMBERSHIP**

The membership of Northshore Education Consortium, as of the effective date of this agreement, includes the school committees from the following 20 districts (herein, the "member districts"); as indicated by the signatures of the chairs of the school committees:

1. Beverly
2. Boxford (Tri-Town)
3. Danvers
4. Gloucester
5. Hamilton-Wenham Regional
6. Lynn
7. Lynnfield
8. Manchester-Essex Regional
9. Marblehead
10. Masconomet Regional
11. Middleton (Tri-Town)
12. Nahant
13. North Reading
14. Peabody
15. Reading
16. Rockport
17. Salem
18. Swampscott
19. Topsfield (Tri-Town)
20. Triton Regional



## **SECTION II: MISSION, OBJECTIVES, FOCUS AND PURPOSES**

### **MISSION:**

The Northshore Education Consortium (herein, "the Consortium") supports member districts by providing high quality, cost-effective public programs, support services and resources to ensure meaningful and successful learning experiences for a wide spectrum of students and staff. The Consortium will be a leader in influencing the development of public policy, as permitted by applicable laws and regulations and building coalitions between and among districts in the Commonwealth and solving the challenges faced by its member districts.

### **PURPOSE:**

The Consortium exists to provide education and related services as requested by its member districts, including, but not limited to programs and services for children with low-incidence disabilities and professional development for teachers and other related service professionals. These programs and services will also be available for non-member districts.

The collaborative Board of Directors (herein, "the Board") has the authority to decide that the Consortium should provide services, programs, and/or assistance for its member districts in addition to those outlined in the first paragraph, consistent with applicable laws and regulations related to educational collaboratives.

### **FOCUS:**

The focus of the Consortium is to provide innovative, high quality, cost-effective educational services for students with complex or low-incidence disabilities, to provide resources for member districts, and to serve as a regional center for planning and problem solving for member districts.

### **OBJECTIVES:**

The overall objectives of the Consortium are:

1. To play a leading role in defining the future role of collaboratives in the Commonwealth.
2. To strengthen and expand the Consortium programs and services in a cost-effective manner that meets the needs of students and faculty in member districts and the region.
3. To develop new programs for students, particularly those with special needs, allowing them to meet the highest academic, social, and life-skill objectives in accordance with emerging evidence based practices.
4. To provide high quality, highly relevant professional development for the employees of the Consortium and member districts.

### **SECTION III: PROGRAMS AND SERVICES TO BE OFFERED**

At the current time, the Consortium offers the following programs and services. These are subject to change given changing needs in the region, and subject to applicable laws and regulations related to educational collaboratives and to the desire of the Board.

1. A highly specialized school program for students age 3-22 with moderate to significant developmental disabilities including autism, intellectual impairment, multiple handicaps, and medical fragility. (Currently known as the Kevin O'Grady School)
2. Highly specialized therapeutic school programs for students in Kindergarten through 12<sup>th</sup> grade who have serious social, emotional, and behavioral disabilities and may have concurrent learning difficulties. (Currently known as Northshore Academy)
3. A Recovery High School for students who require a specialized environment to support them in their recovery from drug or alcohol abuse. While not a Special Education program, the Recovery High School is able to meet the needs of students with Individual Education Programs.
4. A Transition program for students age 18-22 with intellectual or other disabilities who require additional special education in order to meet goals related to independent living, employment and career development, and community involvement. Students may or may not have received a high school diploma.
5. Consultation and education services for member and non-member districts and students and families to be provided in local schools, family homes, and other community settings.
6. Professional Development for educators and other professionals.
7. Family Center which provides educational information, a lending library, community resources, and parent/family support programs for families who have children with special needs.

### **SECTION IV: GOVERNANCE**

#### **BOARD OF DIRECTORS**

1. The Board of the Consortium shall consist of one representative from each member district, appointed by each participating school committee (herein, "appointed representative" or "member of the Board"). This appointed representative must be the Superintendent of Schools or a School Committee Member. In the case of a Superintendency Union, the school committees shall appoint the Superintendent to

represent all of the districts. In that case, the superintendent will have one vote. The Commissioner of Elementary and Secondary Education (herein, "the Commissioner") shall also appoint an individual to serve as a voting member of the Board.

2. A quorum shall consist of a majority of the members of the Board and the Board may act by a simple majority of appointed representatives present unless otherwise provided in this Agreement. Each member of the Board shall have an equal vote.
3. It is the function and responsibility of the Board to formulate policy and to appoint the Executive Director, who shall oversee the daily operations of the Consortium in accordance with all regulations.
4. The Board has the responsibility to approve the annual operating and capital budget and amendments thereto as well as collective bargaining agreements.
5. The Board is vested with all authority given it by M.G.L. c 40 § 4E and all acts amendatory or supplementary thereof.
6. The Board has the authority to develop by-laws and procedures for the daily operation of the Consortium and for the Board itself, which by-laws and procedures may be amended by the Board from time to time.

## **SECTION V: CONDITIONS OF MEMBERSHIP**

Each member district shall have the following rights and responsibilities as a member of the Northshore Education Consortium:

1. Each member district's appointed representative to the Board shall be entitled to one vote.
2. Each member district shall pay dues as described in Section VII of this agreement. Membership dues shall be a flat fee for all member districts.
3. Each appointed representative is responsible for providing timely information and updates to his/her member district on the activities of the Consortium.
4. The Board will meet at least six times per academic year. Public notice will be given of the date, time, and location of all Board meetings, and records of each meeting will be kept, consistent with the Open Meeting Law (G.L.c.30A, § 18-25)
5. Each appointed representative is expected to attend every Board meeting. If a representative misses one half of the meetings within a fiscal year, the chair of the Board will inform the chair of the appointing member district. If an appointed representative

misses more than two-thirds of the meetings within a fiscal year, the Board will notify the respective member district and request that a new representative be appointed or the situation be otherwise remedied. Until the situation is remedied the member district shall be an inactive member, shall not count toward a quorum, and shall not have voting rights on the Board but shall continue to have all other rights and responsibilities of membership.

6. Each appointed representative must complete training required by the Department of Elementary and Secondary Education (herein DESE) as outline in M.G.L. c. 40, § 4E. Should an appointed representative fail to complete the required training, the member district shall automatically become an inactive member of the Board, shall not count toward a quorum, and shall not have voting rights on the Board, but shall continue to have all other rights and obligations of membership until such time as the appointed representative completes the training.
7. No appointed representative on the Board shall serve as a member of a board of directors or as an officer or employee of any related for-profit or non-profit organization as defined in M.G.L. c. 40, § 4E.
8. No appointed representative shall receive an additional salary or stipend for his/her service as a Board member.
9. A quorum of the Board consists of a majority of the appointed representatives, but less than a majority may adjourn or fix the time and place for a subsequent meeting.
10. Member districts shall not delegate the authority to approve the collaborative agreement or amendments to the collaborative agreement to any other person or entity.
11. The appointed representative shall not delegate his/her powers or send a representative in his/her place as a voting member.

## **SECTION VI: POWERS AND DUTIES OF THE BOARD AND APPOINTED REPRESENTATIVES TO THE BOARD**

The Board shall govern the educational collaborative and shall be responsible for providing fiduciary and management oversight and accountability over the operation of the educational collaborative. The Board shall be vested with all authority and responsibilities provided to it by M.G.L. c. 40, § 4E and 603 CMR 50.00 and all acts and regulations amendatory thereof, including but not limited to the following:

1. It is the function and responsibility of the Board to formulate policy for the collaborative and to ensure compliance with applicable state and federal laws and regulations, including M.G.L. c. 40, § 4E and 603 CMR 50.00.
2. The Consortium is a public entity.
3. The Board shall be vested with the authority to enter into agreements with member and non-member districts or other collaboratives to establish mutually beneficial programs and services or pricing arrangements.
4. The Board shall be responsible for:
  - a. Ensuring adherence to this collaborative agreement and progress toward achieving the purposes and objectives set forth in the agreement;
  - b. Determining the cost-effectiveness of programs and services offered by the collaborative;
  - c. Ensuring that any borrowing, loans, or mortgages are cost-effective, necessary to carry out the purposes for which the collaborative is established, in the best interest of the collaborative and its member districts, and consistent with the terms of this agreement, including the terms of Section VII; and
  - d. Approving all expenditures, including, but not limited to, contracts, borrowing, and the purchase and sale of assets.
5. The Board has standing to sue and be sued to the same extent as a city, town, or regional school district.
6. The Board is a public employer and shall hire all employees of the educational collaborative and ensure that all employees possess the necessary and required licenses and approvals as required by 603 CMR 50.00 and other laws and regulations.
7. The Board shall hire an executive director to oversee and manage the operation of the collaborative, a business manager or an employee with responsibilities similar to those of a town accountant to oversee collaborative finances, and a treasurer, who shall verify revenues on a monthly basis, give bond annually consistent with the requirements of M.G.L. c. 40, § 4E, and perform other duties as the Board may direct. The Board shall ensure that there is segregation of duties between the executive director, treasurer, and business manager, and that these employees shall not serve as a member of the collaborative Board or as an officer or employee of any related for-profit or non-profit organization as defined in M.G.L. c. 40, § 4E.

8. The Board shall ensure that no employee of the educational collaborative is employed at any related for-profit or non-profit organization.
9. The Board shall develop such policies as it deems necessary to support the operation of the collaborative, including, but not limited to, policies relative to personnel, students, finance and internal controls, health and nursing, and any other policies required by state or federal law and regulation. The Board shall review the effectiveness of such policies to ensure currency and appropriateness, and may establish a subcommittee to make recommendations to the Board concerning such policies.
10. The Board shall ensure that the collaborative completes and files an annual report and an annual independent audit, as well as such other student, program, financial and staffing information, reports or documents as required by statute or regulation. The Board shall ensure that annual reports and annual independent audits are filed with appropriate governmental agencies and posted on the collaborative's website, consistent with the requirements of M.G.L. c. 40, § 4E and 603 CMR 50.00.
11. The Board shall establish a process to provide to member districts, students, parents/guardians, the Board of Elementary and Secondary Education, and the public all information required by law and regulation.
12. The Consortium shall establish and maintain a website in accordance with M.G.L. c. 40, § 4E that shall include a list of the appointed representatives on the Board, copies of minutes of open meetings held by the Board, a copy of the collaborative agreement and any amendments, a copy of the annual report and independent audit and contact information for key collaborative staff members.

## **SECTION VII: FINANCE**

1. Financial Terms:
  - a. Membership dues shall be set by the Board each year to partially offset the administrative and overhead costs of the collaborative. Dues will be a flat fee for all member districts and will be determined annually as part of the budget development process.
  - b. The collaborative will determine on an annual basis the fees, tuitions, and rates to be charged to member districts as described in section 5 below.

- c. Surcharges or fees may be charged to non-member districts for services rendered by the collaborative. The Board shall establish the surcharge or fee annually based on the additional administrative and overhead costs that arise from the provision of these services and in order to assure the development and sustainability of the collaborative. The collaborative may waive or decrease the percentage of the surcharge or fee charged to non-member districts when doing so is determined to be in the best interest of the collaborative.
- d. Upon withdrawal from the collaborative, a former member district of the collaborative shall not be entitled to any assets of the collaborative, including any surplus funds, nor be responsible for any liabilities of the collaborative, beyond that fiscal year, except in the instance of the termination of the collaborative. For the year of withdrawal, the withdrawing member district's share of the collaborative's change in net position or surplus funds will be determined as outlined in Section X, 5. In the case of termination of the collaborative, distribution of assets and responsibility for liabilities shall be allocated in the manner outlined in Section XI, 6 and 7.
- e. The Board may apply, by majority vote, for state, federal, corporate, or foundation grants and may accept gifts, grants, or contributions from governmental and private sources, whether in cash or in kind.
- f. The Board may enter into contracts to obtain the funds necessary to carry out the purpose for which the collaborative was established.
- g. The collaborative is subject to M.G.L. c. 30B for the procurement of goods and services.

**2. Collaborative Fund:**

- a. The Board shall establish and manage a fund to be known as the *Northshore Education Consortium Fund* (herein, "the NEC fund").
- b. The NEC fund shall be the depository of all monies paid by the member districts and non-member districts and all grants, gifts, or contracts from the federal government, state government, charitable foundations, private corporations, or any other source; all such monies shall be paid directly to the Board and deposited in the fund.
- c. The treasurer, subject to the direction of the Board, shall receive and disburse all money belonging to the collaborative without further appropriation.
- d. The Board must approve all payments.

- e. Subject to Board approval, the treasurer may make appropriate investments of funds of the collaborative not immediately necessary for operations, consistent with M.G.L. c. 44, § 55B.

**3. Borrowing, Loans, and Mortgages:**

- a. The Board may authorize the borrowing of funds or enter into short- or long-term agreements or mortgages, and acquire or improve real property to support collaborative operations, subject to the following procedures:
  - i. All borrowing, loans, and mortgages shall be discussed at a public meeting of the Board;
  - ii. The Board shall investigate options related to borrowing, loans, and mortgages in order to determine that the terms related to any borrowing, loans and mortgages are the most favorable available at the time of the application; and
  - iii. The Board shall determine, at a public meeting, through a two-thirds majority vote, that the terms related to borrowing, loans, and mortgages are cost-effective and are the most favorable available at the time of the application; and the Board shall determine, at a public meeting, through a two-thirds majority vote, that the borrowing, loans, and mortgages are necessary to carry out the purposes for which the collaborative is established.
- iv. In the event that such borrowing, loan or mortgage is for the acquisition or improvement of real property:
  - a) The Board shall discuss its intent to apply for a real estate mortgage at a public meeting of the Board prior to the meeting of the collaborative Board at which the final vote is taken;
  - b) The Board shall provide notice to each member district within thirty (30) calendar days of applying for real estate mortgages; and
  - c) The Board shall approve such action by a two-thirds majority vote.

**4. Surplus Funds: Unexpended general funds (as defined in 603 CMR 50.00) at the end of the fiscal year plus any previous year's surplus funds, as determined through the financial statements, will be considered cumulative surplus.**

- a. The determination of cumulative surplus shall not include funds deposited in a capital reserve as provided for in 603 CMR 50.07(10), funds deposited in trust in accordance with M.G.L. c. 32B, § 20, and any amounts prepaid for tuition or services in accordance with M.G.L. c. 40, § 4E.



- b. The Board will retain no more than 25 percent in cumulative surplus, in accordance with 603 CMR 50.03(5)(b)10.
- c. On an annual basis, after the Board has discussed the audit results of the previous fiscal year, the Board shall approve, by majority vote, the final dollar amount of the cumulative surplus.
- d. The Board shall annually determine whether such final dollar amount of surplus funds is within the established 25 percent limit, and whether the funds will be retained by the collaborative or whether all or some portion will be refunded to the member districts or credited to support programs and services offered to member districts.
- e. In the event that an amount is to be refunded or credited to member districts, each member district shall receive a share determined by the calculation of its district billings for the fiscal year for which the refund or credit is attributed to divided by the total billings to all member districts to which the refund or credit is attributed.

#### **5. Annual Budget Preparation and Assessment of Costs**

- a. **Development of the Collaborative Budget:** The Board shall annually determine the collaborative budget consistent with the timelines, terms, and requirements in M.G.L. c. 40, § 4E, regulations promulgated by the Board of Elementary and Secondary Education, and this agreement.
  - i. By April 30 of each year, the Board shall propose a budget for the upcoming fiscal year. The budget shall identify all of the programs or services to be offered by the collaborative in the upcoming fiscal year and the corresponding costs.
  - ii. The proposed budget shall contain all planned financial activity for the upcoming fiscal year.
  - iii. The proposed budget will be developed with input from program directors and feedback from member districts regarding anticipated needs.
  - iv. Management will work closely with the Board finance committee in the preparation of the budget.
  - v. Expenditures from grant funds, trust funds and other funds not designated as general funds that by law may be expended by the Board without further appropriation shall be segregated in the budget.

- vi. The general fund budget shall segregate all operating expenditures, capital expenditures, debt service payments and deposits to capital reserve.
- vii. The proposed budget shall be classified into such line items as the Board shall determine, but shall, at a minimum, delineate amounts for operating expenditures, including, administration, instructional and rental expenses and capital expenditures, including debt service payments and deposits to capital reserve.
- viii. The proposed budget shall include the methodology used to determine tuition prices and fees-for-service for member and non-member districts. Tuition prices shall be based on the total cost of the programs divided by the projected number of students enrolled in such programs. Capital costs will be included in the budget and will be apportioned in either tuition prices, fees for services, or membership dues. Fees-for-service are determined based on the cost of service, projected utilization and applicable overhead. Non-member districts may be charged higher tuition and fees to reflect increased overhead, as well as the fact that member districts are subsidizing program costs through their dues.
- ix. Each member district shall be charged membership dues that shall be set by the Board within the annual operating budget.
- x. The proposed budget shall be discussed at a public meeting of the Board and notice shall be provided to each member district ten (10) working days before the date of the Board meeting at which the proposed budget will be discussed.
- xi. The Board shall adopt the final budget by an affirmative majority vote at a subsequent meeting no earlier than ten (10) working days after the Board meeting at which the collaborative budget was first proposed but no later than June 30 of the preceding fiscal year.

**6. Transmitting the Budget and Payment Terms:**

- a. The treasurer shall certify and transmit the budget and the tuition rates, membership dues and fees-for-service for the upcoming fiscal year to each member district not later than June 30 of the preceding fiscal year.
- b. The collaborative shall bill for payment of tuition and fees for service on a monthly basis. Tuition payments and fees for service shall be paid by member and non-member districts on a monthly basis.

- c. Membership dues shall be billed on an annual basis. Any changes in the amount of dues are communicated in the spring along with annual tuition rate changes and the approval of the annual budget. Payment of membership dues is expected by September 1<sup>st</sup>.

**7. Procedure for Amending the Budget:**

- a. All budget amendments shall be proposed at a public meeting of the Board, and must be approved by a majority vote of the Board to take effect.
- b. Any amendment to the budget that results in an increase in the tuition rates, membership dues or fees-for-service shall adhere to the following procedures:
  - i. All appointed representatives shall, within ten (10) working days of the public meeting at which the amendment was first proposed, report to their member districts the content of the proposed amendment.
  - ii. All amendments shall be voted on by the Board at a second public meeting of the Board no earlier than thirty (30) working days after the Board meeting at which the amendment was first proposed; adoption shall require a majority vote.
  - iii. The treasurer shall certify and transmit the amended tuition rates, membership dues and fees-for-service to each member district not later than ten (10) working days following the affirmative vote of the Board.
- c. The Board has the authority to reduce tuition rates, membership dues, and fees-for-service to member and non-member districts when doing so is determined to be in the best interest of the collaborative.

**SECTION VIII: PROCEDURE FOR AMENDING THE COLLABORATIVE AGREEMENT**

- 1. A proposal for amendment of the Collaborative Agreement may be initiated by a member district, appointed representative, or executive director.
- 2. The proposed amendment shall be presented in writing to the executive director of the collaborative and the chair of the Board no less than twenty (20) working days prior to a meeting of the Board at which it shall first be discussed. No less than ten (10) working days prior to the Board meeting at which the amendment is first discussed, the executive director shall cause copies thereof to be sent to all Board members and the chairs of the

school committees and/or chairs of the charter school boards of the member districts together with notice as to the time and place of the first reading of the amendment.

3. Following the first reading of any proposed amendment and any changes as requested by the Board, the executive director shall submit the proposed amendment to DESE for initial review.
4. Following the DESE review, the executive director shall report to the Board any changes proposed by the DESE and seek the guidance of the Board.
5. No less than ten (10) working days prior to the Board meeting at which the revised amendment will be discussed, the executive director shall cause copies thereof to be sent to all Board members and the chairs of the school committees and/or chairs of the charter school boards of the member districts, together with notice as to the time and place of the second reading of the amendment.
6. The proposed amendment shall be read a second time at the regular meeting next subsequent to the DESE review, at which time, in order to be approved, there must be a majority vote of the Board in favor of the amendment. Following approval by the Board, the amended agreement shall be submitted by the chair of the Board to the chairs of the school committees and/or chairs of the charter school boards of the member districts for a vote to approve the amended agreement.
7. Once a majority of all member districts have approved and signed the amended agreement, the collaborative shall submit the signed amended agreement in accordance with 603 CMR 50.03 to the Commissioner for approval by the Board of Elementary and Secondary Education.
8. No amendment to the collaborative agreement shall be effective until approved and authorized by a majority of the member districts and by the Board of Elementary and Secondary Education.

## **SECTION IX: PROCEDURE AND TIMELINE FOR ADMITTING NEW MEMBER DISTRICTS**

1. A school district, through a vote of its school committee, or charter school board, may become a member of the educational collaborative consistent with the following terms:
2. At least 180 days prior to the beginning of a new fiscal year, the prospective member district shall submit to the chair of the Board and the executive director of the collaborative notification of intent to join the collaborative and a copy of the school

committee/charter school board meeting minutes that indicates an affirmative vote of the committee/charter school board to seek membership in the collaborative.

- a. Upon receipt of the prospective member district's notification of intent to join the collaborative and the minutes, the Board will consider the request.
- b. Upon a majority affirmative vote of the Board, the collaborative agreement shall be amended to add the new member district. The collaborative agreement shall be amended consistent with Section VIII of this agreement.
- c. The authorizing votes of the member districts may provide for the deferral of the admission of a new member district until July 1 of the subsequent fiscal year.
- d. A school committee or charter school board may be admitted to the collaborative as of July 1st of any fiscal year provided that all required approvals, including that of the Board of Elementary and Secondary Education, are obtained by the preceding April 30th of the fiscal year prior to the fiscal year in which the new member district is to be admitted to the collaborative. The collaborative agreement must be amended in keeping with Section VIII of this agreement.

## **SECTION X: PROCEDURE AND TIMELINE FOR WITHDRAWAL OF CURRENT MEMBER DISTRICT(S)**

1. A member district may withdraw from the Consortium as of July 1<sup>st</sup> of any year provided that such member district provides written notice of such intent to every other member district that is party to this agreement as well as to the executive director of the collaborative and the collaborative Board at least 180 days before the end of such fiscal year, and provided that the Board of Elementary and Secondary Education has approved the withdrawal by April 30<sup>th</sup> of the fiscal year in which the withdrawal is to occur.
2. Written notification of a member district's intent to withdraw from the collaborative at the end of a fiscal year shall include the following:
  - a. Notification addressed to the chair of the Board and the executive director that the member district has voted to withdraw from the collaborative with the effective date of withdrawal; and
  - b. A copy of the minutes from the school committee or charter school board meeting in which the member district voted to withdraw from the collaborative.
3. Within thirty (30) days of notification of a member district's intent to withdraw from the collaborative, an amendment shall be prepared to reflect changes in the agreement caused as a result of the change in membership of the collaborative. This amendment must be

approved in a process consistent with Section VIII.

4. The withdrawing school committee or charter school board must fulfill all of its financial obligations and commitments to the collaborative.
5. The withdrawing member district shall be entitled to its share of the change in net position, if any, as well as to any distributed surplus funds for the fiscal year at the end of which the withdrawal is effective, to the same extent as a remaining member district. Share will be determined by the calculation of the withdrawing member district's billings for that fiscal year divided by the total billings to all collaborative members districts for that fiscal year.
6. Upon withdrawal, the withdrawing member district will be reimbursed any funds prepaid to the collaborative by the member district for tuition or services under M.G.L. c. 40, § 4E.
7. The withdrawal of any member district(s) at any time shall not affect the status of the collaborative agreement and the same shall remain in full force and effect until specifically changed or amended by the Board, and approved by the member districts and the Board of Elementary and Secondary Education.
8. If, after the withdrawal of a member district(s), less than two member districts remain, the collaborative Board will initiate termination proceedings as provided in Section XI.

## **SECTION XI: PROCEDURE FOR TERMINATION OF THE COLLABORATIVE AGREEMENT**

1. A member district may request that the Board initiate proceedings to terminate this collaborative agreement by giving notice to all other member districts and the executive director at least *twelve (12) months* before the end of the current fiscal year.
2. Within thirty (30) days of a request that the Board initiate termination proceedings, the Board shall discuss the request to terminate the collaborative and determine next steps. A two-thirds (2/3) vote of the Board is required in order to initiate termination proceedings. Should the Board vote to initiate termination proceedings, notice must be provided to all member districts within ten (10) working days of such vote.
3. The collaborative agreement shall only be terminated at the end of a fiscal year.

4. The collaborative agreement shall be terminated at the end of any fiscal year following votes in favor of termination by two-thirds (2/3) of the member districts.
5. Following the affirmative votes of the member districts to terminate the collaborative agreement, the executive director shall inform the member districts and non-member districts who are served by the collaborative and DESE in writing 180 days prior to the effective date of any termination.
6. Following the affirmative votes of the member districts to terminate the collaborative agreement, a final independent audit will take place and will be provided to all appointed representatives of current member districts and superintendents of former member districts that have an ongoing responsibility for debt service (debt service as defined to include all liabilities evidenced by a financial institution's instrument of indebtedness that requires payment of principle and interest) as well as to DESE including an accounting of assets and liabilities (debts and obligations) of the collaborative and the proposed disposition of same.
7. Prior to termination, the Board shall:
  - a. Determine the process for the appropriate disposition of federal/state funds, equipment and supplies;
  - b. Identify the member district responsible for maintaining all fiscal records;
  - c. Identify the district(s) responsible for maintaining student, employee and program records; and
  - d. Determine the means of meeting all liabilities (debts and obligations) of the collaborative, including obligations for post-employment benefits. All liabilities must be met before any monies are distributed to member districts.
  - e. Ensure the appropriate disposition of all assets of the collaborative, including any unencumbered funds held by the collaborative, and any capital property and real estate owned by the collaborative. Unless the Board determines otherwise, all assets shall be sold. The Board will ensure that the assets from sale of real property owned by the Consortium shall be used to satisfy any obligations from a mortgage(s) on the property.
  - f. Any surplus funds remaining after satisfying all liabilities, shall be distributed by the calculation of total billings to each member district or former member district who had debt service for the preceding five (5) fiscal year period as measured from the date of termination divided by the total billings to all member districts

for the preceding five (5) fiscal year period as measured from the date of termination.

- g. Any deficit of funds that needs to be paid to creditors will be the responsibility of member districts calculated in the manner outlined in Section XI. 7.f
- 8. Following the affirmative vote of the member districts to terminate the collaborative agreement, the Board shall notify DESE of the official termination date of the collaborative and shall submit the documentation required by 603 CMR 50.11 to DESE.
- 9. Should DESE revoke and/or suspend the approval of the collaborative agreement, the Board will follow all instructions from DESE and Sections XI. 5 through XI. 8 inclusive, shall be implemented to the extent these procedures are consistent with the order of DESE terminating the collaborative agreement.

## **SECTION XII: NON-DISCRIMINATION**

The Northshore Education Consortium does not discriminate on the basis of race, color, gender, sexual orientation, gender identity, age, disability, religion, national or ethnic origin. This policy of non-discrimination applies to students, employees, the general public, and individuals or companies with whom it does business. The Consortium is committed to ensuring that all students have equal rights of access. The Consortium is an Equal Opportunity Employer.

This agreement shall take effect on the date of approval by the Board of Elementary and Secondary Education and shall continue indefinitely. This agreement has been approved by duly authorized votes at public meetings held by the individual school committees whose chairpersons have signed below.



**Approved by Northshore Education Consortium Board of Directors:**

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**Board Chairperson**

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**Date**

**Approved by Member School Committees (see attached signatures and assurances)**

- Beverly
- Boxford (Tri-Town)
- Danvers
- Gloucester
- Hamilton-Wenham Regional
- Lynn
- Lynnfield
- Manchester-Essex Regional
- Marblehead
- Masconomet Regional
- Middleton (Tri-Town)
- Nahant
- North Reading
- Peabody
- Reading
- Rockport
- Salem
- Swampscott
- Topsfield (Tri-Town)
- Triton Regional

**Approved by the Massachusetts Board of Elementary and Secondary Education:**

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**Commissioner of Elementary and Secondary Education**

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**Date**

## RELATIONS WITH NONPUBLIC SCHOOLS

### Private Schools

In accordance with state law, the School Committee will approve a private school when it is satisfied that the instructional program of the school equals that of the town's public schools in thoroughness, efficiency, and progress made.

Acting reasonably and in good faith in carrying out its statutory responsibilities to approve a private school, the School Committee bears no legal responsibility and/or assumes no liability for any actions of the private school.

The Committee recognizes that many worthwhile contributions are made to this community by parochial and other private schools. Therefore, it will cooperate with these schools in matters of mutual benefit when law does not expressly prohibit this cooperation.

### CRITERIA FOR APPROVAL OF A PRIVATE SCHOOL

#### 1) Population To Be Served

Admissions criteria; documentation of school's enrollment

#### 2) Physical Plant/Safety

##### A. The school shows evidence of current:

- i) Certificate of Occupancy
- ii) Fire inspection
- iii) Safety inspection
- iv) Elevator inspection, if applicable
- v) Compliance with lead paint poisoning prevention (for children under 6 years old)
- vi) Compliance with other applicable federal and state health and safety standards (e.g., PCB, asbestos inspections, handicap accessibility)
- vii) Copies of valid safety and health inspection certificates

B. The site, plant, and equipment adequately support the program and are operated to ensure the safety and health of the students.

#### 3) Curriculum

The curriculum offered is "equivalent" to that offered in the local school system generally and, specifically, in terms of the following instructional areas:

- i) mathematics
- ii) science and technology
- iii) history and social science
- iv) English
- v) foreign languages
- vi) the arts
- vii) physical education

#### **4) Educational Materials**

Textbooks and individual instructional materials, including computers and other technology, are adequate.

#### **5) School Staff**

The instruction provided is "thorough and efficient" based on:

- i) teacher qualifications
- ii) adequate student/teacher ratio
- iii) regular evaluation of staff
- iv) the school principal reviews criminal offender record information (CORI) of current and prospective employees and volunteers, as required by law

#### **6) Administration**

The school has a clearly defined organization that facilitates its objectives.

#### **7) Records**

A. The school maintains an adequate system of student records (e.g., attendance, health, discipline, progress reports).

B. The student records are kept in a secure and organized manner that is consistent with federal and state student record laws to the extent applicable.

C. The school maintains and timely provides transcripts in response to requests of students and former students in accordance with G.L. c. 71, § 34A.

D. The school is prepared efficiently to transfer transcripts of all students and former students to the Massachusetts Department of Elementary and Secondary Education and/or other schools should it cease operation, in accordance with G.L. c. 71, § 34G.

#### **8) Student Services**

The school provides adequate pupil personnel services for all students (e.g., health care procedures, guidance and counseling programs, discipline policy).

## **9) Financial Support**

A. The school provides evidence of financial solvency and resources to sustain the educational program.

B. The school presents documentation of its legal status. These may include copies of the articles of incorporation and the certification of tax exempt status.

## **10) Student Learning Time**

The school provides adequate student learning time (length of school year and school day) and hours of instruction in each subject.

## **11) Student Performance Assessment**

The school periodically evaluates students' skills, competencies, and knowledge and documents their progress.

**SOURCE: MASC and “Advisory on Approval of Massachusetts Private Schools Pursuant to Mass. Gen. Laws c. 76, § 1.” MA DESE, 10/2/2007.**

LEGAL

REFS.: M.G.L. 40:4E; 71:48; 71:71D; 71B:4; 74:4 through 74:7A; 76:1

HAMILTON-WENHAM REGIONAL SCHOOL DISTRICT  
WENHAM, MA

EXHIBIT L  
E5007

PEDICULOSIS

Pediculosis (Head Lice) is a public health nuisance. Due to the changing environment, head lice has adapted, survived and continues to affect school aged children everywhere. Head lice are not considered a sign of unclear individuals or homes. Education and treatment should remain the forefront of our approach to controlling pediculosis in the schools. With the cooperation of parents and resources from primary care providers, pharmacists, school nurses and public health authorities, infestations can be minimized.

According to the National Association of School Nurses, the American Academy of Pediatrics and CDC. The management of pediculosis should not disrupt the educational process. No disease is associated with head lice and in-school transmissions are rare. Lice are the result of head to head contact.

**Treatment:** It is recommended by the CDC, upon initial infestation, an over-the-counter (OTC) or prescription medication be used. It is important that when using a pediculicide, the parent or guardian reads the specific directions provided as each treatment could differ. **In addition, a conditioner and shampoo with conditioner should not be used as it reduces the effectiveness of the treatment.**

**Hamilton Wenham School Nurses will approach the problem in two ways:**

1. Education
2. Monitoring

**Policy Guidelines:**

- When a student is suspected to have pediculosis, the school nurse will be notified.
- The school nurse will examine the student. If a student has a positive infestation or live lice, he or she will be dismissed from school.
- The school nurse will notify the parent/guardian who will be provided with educational handouts and instruction on treatment and care options.
- **A No LIVE LICE Policy** will be enforced. Student may come to school with nits (eggs). Nits cannot jump or crawl and therefore do not cause infestations. Parents are encouraged to nit-pick until the nits are removed from the hair as viable nits could cause re-infestations.
- Students may return to school the next day after recommended treatment. **The school nurse will inspect the student upon return to school and 7-10 days later until the student is free of lice.** Parents are responsible for routine examination of their child's hair for at least two weeks.

Policy Review: 1<sup>st</sup> Reading: March 17, 2016  
2<sup>nd</sup> Reading

Policy Adopted:

Vote:

Chairperson, HWRSD School Committee: Lawrence Swartz

**HAMILTON-WENHAM REGIONAL SCHOOL DISTRICT  
WENHAM, MA**

- Research has shown that classroom-wide or school-wide screening is not warranted; however it may be appropriate to monitor those children who have had close head-to-head contact with a student who has an active infestation. Each reported case of head lice will be recorded and head lice infestations will be monitored by the school nurse.

**Resources:**

**Massachusetts Department of Public Health**

**<http://www.mass.gov/eohhs/docs/dph/cdc/factsheets/head-lice.pdf>**

**American Academy of Pediatrics**

**<Http://pediatrics.aappublications.org/content/110/3/638.full.pdf>**

**National Association of School Nurses**

**[www.nasn.org](http://www.nasn.org)**

**Policy Review: 1<sup>st</sup> Reading: March 17, 2016  
2<sup>nd</sup> Reading**

**Policy Adopted:**

**Vote:**

**Chairperson, HWRSD School Committee: Lawrence Swartz**