



HAMILTON-WENHAM REGIONAL SCHOOL DISTRICT

PUBLIC HEARING ON SCHOOL CHOICE

THURSDAY, NOVEMBER 20, 2014 6:30 PM
BUKER ELEMENTARY SCHOOL – MULTI PURPOSE ROOM

SCHOOL COMMITTEE MEETING

Buker Elementary School
Multi-Purpose Room

Thursday, November 20, 2014

7:00 PM

1. **Call to Order** 7:00
2. **Pledge of Allegiance**
3. **Citizens' Comments** 7:05
4. **Chair's Report** 7:30
5. **Superintendent's Report** 7:45
 - a. Review
 - b. Announcements
6. **Consent Agenda** 7:55
 - a. Minutes of the October 30, 2014 SC Meeting Exhibit A
7. **Committee Reports** 8:00
 - a. Audit
 - b. Communications
 - c. Facilities
 - d. Negotiations
 - e. Policy
 - f. Warrant
8. **New Business** 8:15
 - a. School Committee Protocols Adoption Exhibit B
 - b. Presentation of K-12 Mathematics & Literacy Programs Exhibit C
 - c. Motion to Adopt School Choice for 2015-2016 School Year for Grades 9-12
 - d. Review & Approval of Northshore Education Consortium Articles of Agreement Exhibit E
 - e. Policies
 1. Student Involvement in Decision-Making Exhibit F
 2. Student Publications Exhibit G
 3. Student Rights & Responsibilities Exhibit H
 4. Retirement of Capital Assets Exhibit I
 5. Student Fundraising Activities Exhibit J
9. **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.

MEMORANDUM

Date: October 30, 2014
To: School Committee Members
From: Michael Harvey, Superintendent of Schools
Re: Thursday, October 30, 2014

CALL TO ORDER: William Wilson called the meeting to order at 7:05 in the Buker Elementary School Multi-Purpose Room.

Present: Bill Wilson, Jeanise Bertrand, Deb Evans, Barbara Lawrence, Sheila MacDonald, Stacey Metternick, and Larry Swartz

Absent: William Dery, Roger Kuebel

Others Present: Michael Harvey, Celeste Bowler, and Jeffrey Sands

PLEDGE OF ALLEGIANCE: All rose for the Pledge of Allegiance

CITIZENS' COMMENTS: There were no citizens' comments

CHAIR'S REPORT:

- Update- everyone has received the draft of the school committee protocols; it will be an agenda item for next meeting (11/20/14) for first reading.
- There will be a budget kickoff meeting with joint FinCom on 11/18/14 at 6:30 pm in the Buker Elementary School Multi-Purpose Room. This will not be a full school committee board meeting; Bill Wilson, Michael Harvey, and Jeff Sands will attend.
- Bill Wilson met with Mike Harvey and Jeff Sands to review three-page sheet of priorities; it has been narrowed down to top 10 by Jeff Sands; it should be an agenda item for next meeting for school committee to review, provide guidance, and set expectations.
- The towns and FinCom have asked for opportunity to meet with Jeff Sands regarding the reserve fund policy; this is a fair ask for informational purposes. This is informational only, not for the purpose of debate on the school committee policy or to advocate for a particular position.

SUPERINTENDENT'S REPORT:

A. Review of District events:

- All school safety meeting with Wenham Police specifically regarding Halloween safety
- Second early dismissal day for parent-teacher conferences was 10/30/14; Dr. Harvey is open to feedback and concerns; the elementary schools were out of compliance for the 180 day requirement if students were given the whole day off for conferences.

B. Announcements of District upcoming events:

- Cutler School Halloween parade 10/31/14 at 9:00 am for grades K-2
- Drop Everything and Move (DEAM) at both Winthrop and Cutler 10/31/14
- Miles River Middle School auditions for the musical *Beauty and the Beast* 11/5/14

- Tuesday 11/4/14 is the district-wide teacher workshop day with no school for students. This professional development day is required to be in November per the teachers' agreement.
- Monday 11/3/14 begins quarter 2.

CONSENT AGENDA

Sheila MacDonald moved that the HW Regional School Committee approve all of the remaining items on the consent agenda; Larry Swartz seconded the motion

- A. MINUTES OF OCTOBER 16, 2014 Approved 7-0
- B. MINUTES OF OCTOBER 2, 2014 Approved 7-0

NEW BUSINESS

- A. PRESENTATION BY POWERS & SULLIVAN ON FY2014 AUDIT
 - See Exhibit C for slide presentation
 - Frank Serreti stated this was the best audit; significant progress has been made. The district closed their books in a timely manner; the ledger was accurate and no significant audit adjustments were proposed. The firm was able to send the Excess and Deficiency certification submitted to the Department of Revenue on 10/14/14, prior to the 10/31/14 deadline. This is a great sign of good management and good systems.
 - The district is well prepared for upcoming Government Accounting Standards Boards (GASB) reporting due to be implemented next year related to pension reporting. Powers and Sullivan also audits the Essex Regional Retirement System so they will ensure we have all the information we need related to unfunded liability.
 - Jim Powers provided an overview of Excess and Deficiency Fund (E&D).
- B. PRESENTATION OF SEPAC GOALS FOR 2014-2015
 - See exhibit L for slide presentation
 - The three objectives of the HW SEPAC are to solidify working relationship with the school committee; solidify relationship with the district administrative team; and to improve transition planning.
 - The HW SEPAC is part of the Massachusetts SEPAC and networks with other districts for workshops.
 - All persons interested in special education are welcomed to become involved with the SEPAC. Information on meetings and events can be found on the organization's website (www.hwsepac.org) and on their Facebook page (<https://www.facebook.com/groups/hwsepac/>).
- C. REVIEW OF OCTOBER 1ST ENROLLMENT
 - See exhibit D slides
 - Celeste Bowler and Michael Harvey presented comparison enrollments for 10/1/13 and 10/1/14. These are the enrollment numbers reported to the towns for apportioning assessments (does not include choice or faculty children).
 - Kindergarten enrollment is higher than expected (by 20 students), perhaps due to full-day kindergarten.
 - The district budgeted for 100 choice students. Choice students at the high school are invited in the spring; they reserve spot, but then they may choose to go elsewhere. It is believed that the district went through the entire waitlist for 9th grade.
 - There will be a public hearing on school choice at the 11/20/14 school committee meeting.
 - There was concern expressed that the district will have 600 students in three years, or 500 students (without choice) in 2019.

OLD BUSINESS**A. 2ND READING OF POLICIES**

- | | |
|--|----------------------------|
| • ACCEPTABLE USE TECHNOLOGY POLICY | Approved 7-0-0 |
| • CONCUSSION POLICY | Approved 7-0-0 |
| • HAZING POLICY | Approved 7-0-0 |
| • SCHOOL CHOICE POLICY | Approved 7-0-0 |
| • SCHOOL YEAR/SCHOOL CALENDAR POLICY | Approved 7-0-0 |
| • SERVICE ANIMALS IN PUBLIC SCHOOLS POLICY | Approved 7-0-0 |
| • RESERVE FUNDS POLICY | Further discussion pending |

ADJOURNMENT

Vote to adjourn at 9:30 pm

Respectfully submitted,


Janice Gauthier

School Committee/Superintendent Operating Protocols
Hamilton Wenham Regional School District

The primary objective of the School Committee is to improve student achievement. Members of the School will abide by the following protocols as individuals and as a committee.

1. Members of the Committee will make no independent commitments or take any independent actions that may compromise the School Committee. When School Committee members attend meetings of other committees or boards, they will speak as individuals. They may only speak for the Committee when designated to represent the Committee.
2. The Superintendent and the School Committee represent the needs and interests of all students in the district and place their interests above all others in their decisions, while remaining within the limitations of a voter-approved budget.
3. School Committee members will establish a vision, create policy and assure accountability to sustain continuous improvement in teaching and learning. Members agree to leave the day-to-day operations, including business transactions, to the superintendent and staff. Members of the School Committee recognize that authority rests only with the majority in its decisions.
4. School Committee members will channel requests for information, reports and data through the Superintendent and the School Committee Chair, rather than to staff. The Superintendent will ensure that each member of the committee has equal access to this information in a timely manner. Recognizing the importance of proactive communication and avoiding surprises, School Committee members will contact the School Committee Chair and Superintendent in advance of a meeting if they have questions or concerns about an agenda item or will ask that an item be placed on an agenda.
5. School Committee members will attend meetings on time and be well prepared to discuss agenda items. While at meetings, members will stay focused on the agenda items and will not engage in communication outside of the agenda item being discussed. When making decisions, School Committee members will keep an open mind, utilizing the best information available including: research, best practices, public input and financial considerations. Members will debate issues and not each other. Members will analyze carefully and debate fully prior to making decisions.
6. School Committee members will vote according to their convictions, will avoid bias and will uphold and support the decisions of the majority of the Committee once a decision has been made. Positions will not be used for personal or partisan gain.
7. All members will maintain the confidentiality of privileged information and will respect the Open Meeting Law.
8. Members will refer constituent concerns and complaints, including issues relating to District personnel, to the Superintendent or the School Committee Chair.

9. A School Committee meeting is a business meeting that is held in public – not a public meeting. The committee values communication between all stakeholders of the community and will make every effort to ensure meetings are effective and efficient. Comments made at a meeting that are not part of the agenda will be tabled to a future meeting.
10. The School Committee recognizes the importance of working collaboratively with town officials to improve the District and actively seeking their support.
11. Recognizing the importance of honoring these protocols, members will respectfully remind each other when they get off track.



Elementary Math Curriculum Overview

Christine Fichera, Elementary Math Coordinator

November 20, 2014

Agenda

1. The 2011 MA Curriculum Framework for Mathematics
1. Where we've been
1. Where we're going

The 2011 Framework for Mathematics

The new standards support improved curriculum and instruction due to increased:

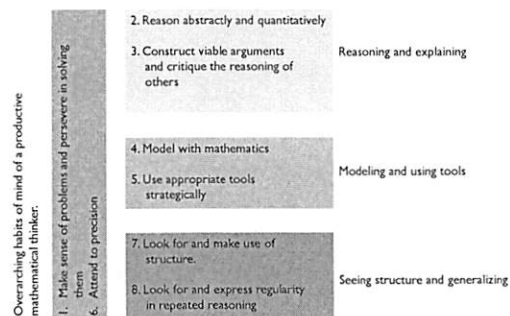
- › **FOCUS**, via critical areas at each grade level
- › **COHERENCE**, through carefully developed connections within and across grades
- › **CLARITY**, with precisely worded standards that cannot be treated as a checklist
- › **RIGOR**, including a focus on College and Career Readiness and Standards for Mathematical Practice throughout Pre-K-12

New Domains

PK-8 Domains Progression

Domains	PK	K	1	2	3	4	5	6	7	8
Counting and Cardinality	NA									
Operations and Algebraic Thinking	NA									
Number and Operations in Base Ten										
Number and Operations - Fractions										
Ratios and Proportional Relationships										
The Number System							NA			
Expressions and Equations										
Functions										
Measurement and Data	NA									
Geometry	NA									
Statistics and Probability										

Standards for Mathematical Practice



Long-term Transfer Goals for Math



- 1) Make sense of never-before-seen, "messy" problems and persevere in solving them. SMP1
- 1) Construct viable arguments involving mathematics and critique the reasoning of others. SMP3

Per Jay McTighe: <http://jaymctighe.com/resources/websites/>

Where We've Been



2012-13

- › Math Task Force examined alignment of Think Math to the 2011 Framework, reviewed the progression of skills PreK-6, and drafted new pacing guides
- › Piloted one DESE Model Curriculum Unit per grade
- › Led one graduate course for creating new units

2013-14

- › Piloted new units in all grades
- › Implemented standards-based report card for math
- › Led three graduate courses for creating new units
- › Monthly Wednesday staff development



Where We're Going



2014-15

- › Full implementation of new units
- › Math Assessment Task Force creating/identifying pre and post unit assessments, formative assessment tasks, and common journal prompts
- › Pre/Post Assessments created and being implemented in grades K-3 as DDMs
- › Focus on the Standards of Mathematical Practice and rigor
- › Monthly Wednesday staff development

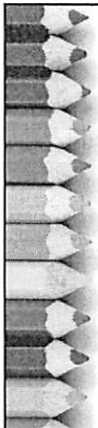


Math Task Force Members





Allison Goodchild	Amy Orlando
Rebecca Butler	Helena Mercier
Jemma Freeman	Mark Williams
Mary Adamik	Linda Mastrianni
Missy Andrichak	Melissa Graham
Nichole Gray	Heidi Hebert
Carol Gambino	Suzanne Clerkin
Becky Oliveira	Erinn Gilmore
Brigid O'Donnell	
Cathy Butler	
Heidi Caccivio	





Our K-5 Common Core-Aligned Math Curriculum





On Core Mathematics

IXL

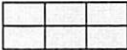
An Example of A Math Task (Gr. 3)

A farmer plants $\frac{2}{3}$ of her field with corn.



a) Shade the fraction of the field that is planted with corn.

b) Show $\frac{2}{3}$ on the number line.



c) Give a fraction that is equivalent to $\frac{2}{3}$.

d) The farmer thinks that $\frac{2}{3}$ is less than $\frac{2}{4}$. Do you agree or disagree with the farmer? Show or explain your thinking.

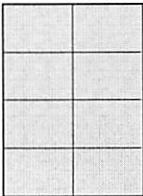

An example of a PARCC problem

Part A

A farmer plants $\frac{3}{4}$ of the field with soybeans.

Drag the soybean to the field as many times as needed to show the fraction of the field that is planted with soybeans.

Farmer's Field

Soybean

Part B
Type a fraction different than $\frac{3}{4}$ in the boxes that also represents the fractional part of the farmer's field that is planted with soybeans.

$\frac{3}{4}$


=

$\frac{\quad}{\quad}$

Explain why the two fractions above are equal.

[Reset](#)

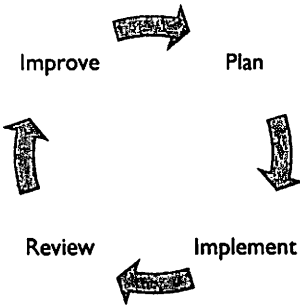
EdWeek quote



"If I had to look at one thing to judge the implementation of the standards in a school, I would look at the cognitive demand of assignments across classrooms. In a lot of ways, that's the critical thing. What's presented to the students is not as important as what students are responsible for doing. Put another way, what the students make is more important than what's made for the students."

http://blogs.edweek.org/edweek/top_performers/2014/10/interview_with_phil_daro_and_jason_zimba_on_the_common_core.html

This is a process of continual improvement...



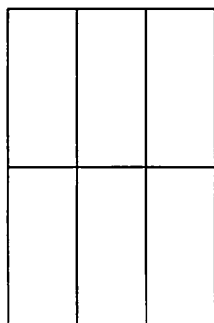
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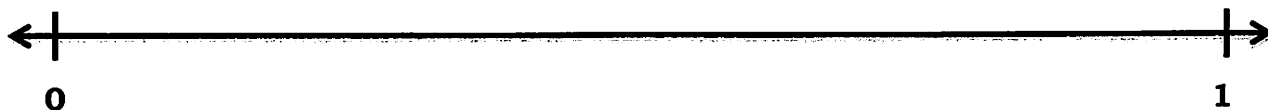
A farmer plants $\frac{2}{3}$ of her field with corn.

- a) Shade the fraction of the field that is planted with corn.

Farmer's Field



- b) Show $\frac{2}{3}$ on the number line.



- c) Give a fraction that is equivalent to $\frac{2}{3}$. _____

- d) The farmer thinks that $\frac{2}{3}$ is less than $\frac{2}{4}$. Do you agree or disagree with the farmer?
Show or explain your thinking.

6-12 Mathematics Curriculum Overview

Tony Walsh, 6-12 Mathematics Curriculum Leader, HWRSD

HWRSD 6-12 Mathematics Pathways

College Preparatory Path	Accelerated Path (Honors)
6 th Grade MA Frameworks Math	6 th Grade MA Frameworks Math
7 th Grade MA Frameworks Math	7 th + 54% 8 th Grade MA Frameworks Math
8 th Grade MA Frameworks Math	46% 8 th Grade + Algebra 1 MA Frameworks Math
Algebra 1 MA Frameworks	Geometry MA Frameworks
Geometry MA Frameworks	Algebra 2 MA Frameworks
Algebra 2 MA Frameworks	Precalculus
Precalculus or Advanced Algebra with Trigonometry	Calculus, AP or Honors

Movement Between Levels

- All students are on either the College Preparatory (CP) path or the Accelerated (Honors) Path
- Students on the CP path may opt to "double up"
 - Take both CP Geometry and CP Algebra 2 in the 10th Grade, to enable Precalculus (CP or Honors) in the 11th and (Honors or AP) Calculus in the 12th Grade.
- Students on the College Preparatory path in the 7th Grade will be given the option to test into 8th Grade Accelerated Math.

Mathematics Electives at HWRHS

- AP Statistics (full year, College Board approved).
- AP Computer Science (full year, College Board approved).
- The Mathematics of Finance (1 semester).
- Thriving Massachusetts Mathematics League Teams at both MRMS and HWRHS

MA Curriculum Framework, March 2011

- A Revolution in the previous Math Curriculum that was "a mile wide and an inch deep."
 - Greater Focus
 - Curriculum and teaching methods should be based on the Key Ideas within each Conceptual Category at each Grade Level.
 - Teachers should not "race through the standards."
 - More Coherence
 - Standards for Mathematical Practice
 - "Teach for Transfer" – Understanding by Design
 - PARCC versus MCAS Exams
 - Test Critical Thinking skills rather than rote learning

Moving to the March 2011 MA Curriculum Framework

- 2012-2013
 - We ran a 3-graduate credit class (at HWRHS, via Endicott College) to create the new 6-12 Mathematics Curriculum Maps aligned to the March 2011 MA Curriculum Framework for Mathematics.
 - The maps are on the HWRHS and MRMS Math Department pages at <http://hwrhs.hwschools.net/>
 - All the 6-12 Math teachers participated, (not all for graduate credit,) after school and during the summer.

Moving to the March 2011 MA Curriculum Framework

- 2013-2014
 - We ran a 3-graduate credit class (at HWRHS via Endicott College):
 - To teach 6-12 teachers the statistics they need for the March 2011 MA Curriculum Framework
 - To write grade appropriate statistics teaching units
 - To find more teachers able and willing to teach AP Statistics
 - Mr.Shippen is teaching a section of AP Statistics this year.

Moving to the March 2011 MA Curriculum Framework

- 2014-2015
 - MRMS and HWRHS Math teachers are modifying their Curriculum Maps:
 - to incorporate **Understanding by Design** methodology more explicitly.
 - To adjust to the pedagogical shifts required by the new PARCC exams
 - MRMS and HWRHS Math teachers are using online textbooks and materials
 - www.ck12.org

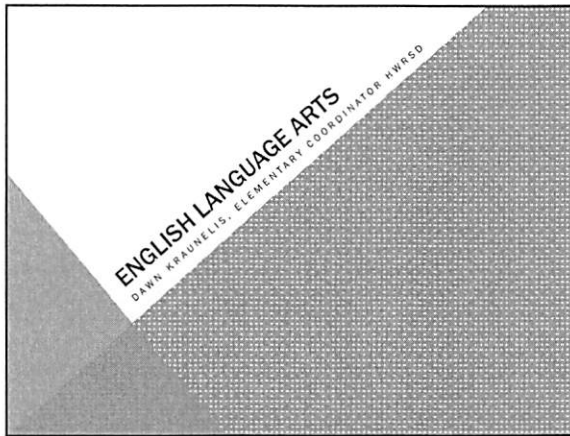
Technology in Math at HWRSD

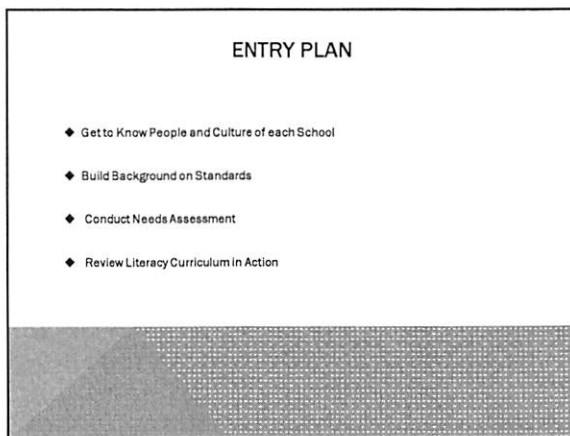
- Key participation in 1:1 program
- Move to open source textbooks and online resources
 - [Khan Academy](http://KhanAcademy.org) embraced and embedded
 - [DESMOS](http://DESMOS.org) online graphing calculator
- "Flipped" classroom initiative
- 3D Printer initiative

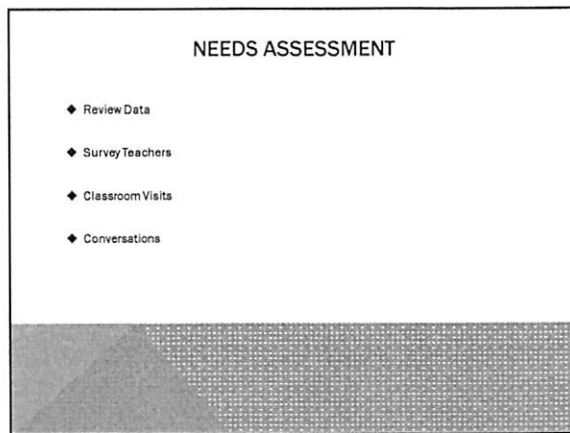
Inter-Departmental Curriculum Work

- 6-12 Mathematics must meet MA Frameworks ELA standards and is adopting ELA rubrics provided by the ELA Department.
- Math and SPED faculty work together
 - Implementation of DI
 - HWRSD-specific MCAS reference sheets
 - Support for struggling students and the rare MCAS retakes
- AP teachers are working together around statistics standards in Biology, Economics and Psychology.

Questions?







PRIORITIES BASED ON NEEDS ASSESSMENT

- ◆ Consistent training for teachers in writing instruction
- ◆ Core writing resource
- ◆ Writing curriculum including common assessments

PORTRAIT OF STUDENT MEETING STANDARDS

- ◆ They demonstrate independence.
- ◆ They build strong content knowledge.
- ◆ They respond to varying demands of audience, task, purpose, and discipline.
- ◆ They comprehend as well as critique.
- ◆ They value evidence.
- ◆ They use technology and digital media strategically and capably.
- ◆ They come to understand other perspectives and cultures.

Massachusetts Curriculum Frameworks for English Language Arts and Literacy, March 2011, p. 9

UPDATE ON CURRICULUM MAPPING

- ◆ Reading Literature and Informational Text Unpacked
- ◆ Curriculum Team Sequencing Reading Skills and Content
- ◆ Attended training on Understanding by Design (UbD)
- ◆ Curriculum Team Reviewing Sample Units
- ◆ Reviewing resources for writing

NEXT STEPS FOR WRITING

- ◆ Plan for continued PD
- ◆ Unpack writing standards
- ◆ Identify most important skills for students to develop in PreK through 5
- ◆ Identify assessments to measure what matters most
- ◆ Identify appropriate resources
- ◆ Coordinate with Bob Hickey to ensure continuity between elementary and middle school

6-12 English
Language Arts

Curriculum Work,
Professional
Development, and our
Vision of the Future

Ongoing Curriculum Work

o KEY QUESTIONS:

1. What are the most important skills for our students to develop from Grade 6 through Grade 12?
2. What are the best lessons and assessments to assure that students will be able to display those skills independently?

o KEY RESOURCE:
Massachusetts Curriculum Frameworks for English Language Arts and Literacy (2011)

Skill #1: Reading a Variety of Texts Closely and with Increasing Independence

- o To summarize and infer
- o To weigh evidence and determine central ideas/themes
- o To find patterns within a text and between texts
- o To analyze how structure and style shape meaning
- o To do all of this with fewer scaffolds over time

Skill #2: Writing Convincingly for Various Purposes and Audiences

- To write arguments in which the writer makes reasonable, well-supported claims
- To write informative texts that convey complex ideas
- To write narratives that are rich with description and insight

SKILL #3: Speaking and Listening Effectively

- To convey information confidently, clearly, and creatively
- To collaborate with others
- To discuss, debate, evaluate, and present ideas

SKILL #4: The Central Role Language Plays in our Lives

- To demonstrate a command of standard English conventions when writing or speaking
- To acquire new vocabulary words
- To recognize the complexity of words and their shades of meaning

The 6-12 ELA Continuum

- o Units in 6-12 Curriculum Maps are based on Themes and Essential Questions rather than specific books (Understanding By Design template means planning with the END in mind)
- o Key skills of reading, writing, speaking/listening, and language are reinforced across all grade levels (with Socratic Seminars, close reading activities, technology, writing templates, student choice for reading, access to the EdFund Writing Center).
- o Teachers are creative and thoughtful in how they engage students in this rigorous work (mock trials, debates, research, guest speakers, creative projects, performances).

Ongoing Professional Development

o Trainings/Workshops/Conferences:

1. Socratic Seminars
2. New Literature for Young Adults
3. Columbia Teachers College Reading Institute
4. National Endowment for Humanities Seminars and Institutes:
 - Mark Twain: "Huck, Jim, and Jim Crow"
 - Geoffrey Chaucer: *The Canterbury Tales*
 - Charles Dickens: *Great Adaptations in Literature and Film*
5. Notice and Note: Strategies for Close Reading
6. New England Association of Teachers of English Conferences
7. iPad and other Technology Training
8. Ongoing Curriculum Work

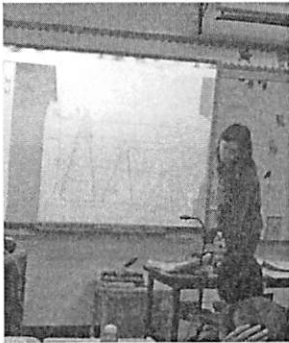
Interdisciplinary Connections

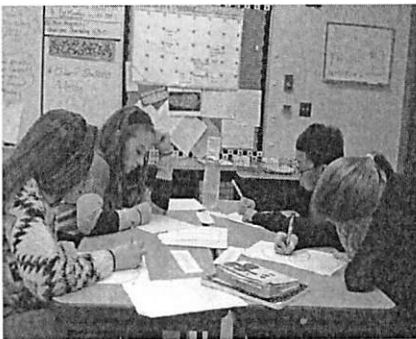
- o Literacy across the disciplines
- o Open-response writing (template and rubric) across the disciplines
- o History/English connections
 - Grade 10
 - Grade 11
 - District Determined Measures (DDMs)

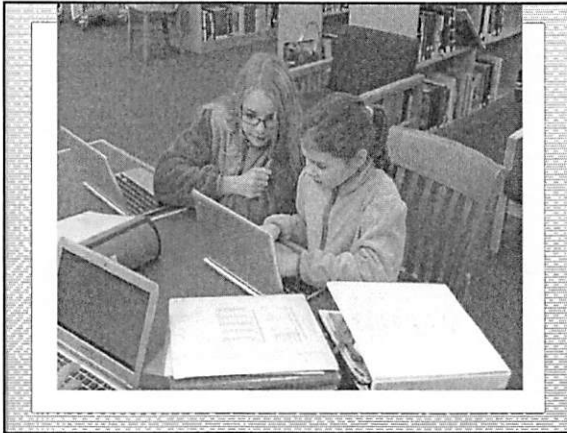
The Work Continues

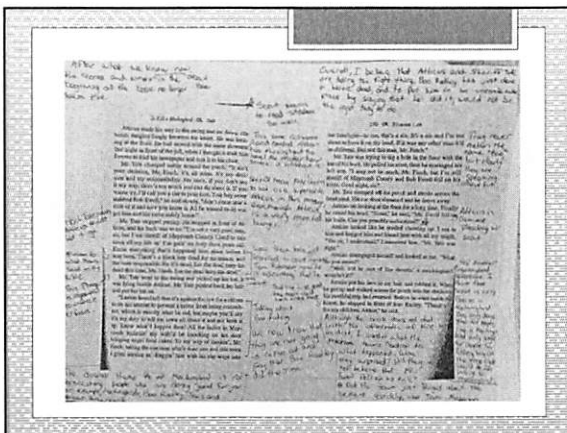
NEXT STEPS:

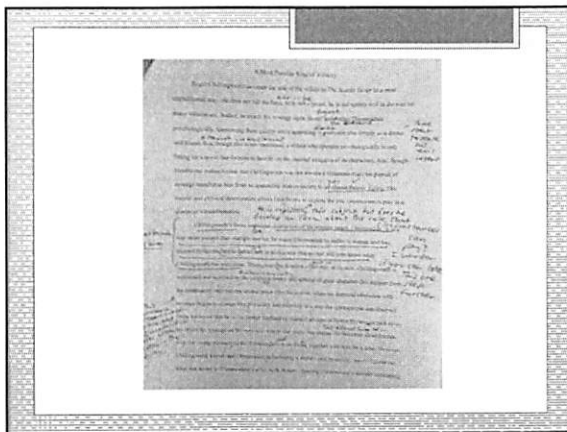
1. Continually revisit our curriculum maps in grade-level teams so that they continue to evolve.
2. Coordinate with Dawn Kraunelis to assure seamless connection between PK-5 and 6-12 ELA programs.
3. Provide more time for grade-level teachers to collaborate and create common assessments.
1. Keep asking those first two questions:
 - o What are the most important skills for our students to develop from Grade 6 through Grade 12?
 - o What are the best lessons and assessments to assure that students will be able to display those skills independently?













NORTHSHORE
EDUCATION
CONSORTIUM

Northshore Education Consortium

Articles of Agreement

October 2014

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 amended Articles of Agreement adopted on June 18th, 2003 and will be effective upon the approval 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 12th 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. Non-member tuition and fee differentials should not exceed 10%.
- 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 1st.

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 1st 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 30th 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:

Board Chairperson

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:

Commissioner of Elementary and Secondary Education

Date

HAMILTON-WENHAM REGIONAL SCHOOL DISTRICT
WENHAM, MA

EXHIBIT F

H8034

STUDENT INVOLVEMENT IN DECISION-MAKING

As appropriate to the age of students, class or school organizations and school government organizations, such as student councils, may be formed to offer practice in self-government and to serve as channels for the expression of students' ideas and opinions.

The Committee will take into consideration student opinions in establishing policies that directly affect student programs, activities, privileges and other areas of student sensitivity.

Students will be welcomed at School Committee meetings and granted privileges of speaking in line with the privileges extended to the general public.

Student Advisory Committee:

As required by state law, the Committee will meet at least once every other month while school is in session with its student advisory committee, which is composed of five students elected by the high school student body. The chair of the student advisory committee shall be an ex-officio nonvoting member of the School Committee without the right to attend executive sessions unless such right is expressly granted by the School Committee.

LEGAL REF.: M.G.L. 71:38M

SOURCE: MASC

Policy Review: 1st Reading: November 20, 2014
2nd Reading

Policy Adopted:

Vote:

Chairperson, HWRSD School Committee: William Wilson
(Original Signature on file in the Superintendent's Office)

HAMILTON-WENHAM REGIONAL SCHOOL DISTRICT
WENHAM, MA

H8035

STUDENT PUBLICATIONS

Within the school setting, students enjoy the constitutional right of freedom of expression, including the right to express their views in student publications, provided such expression does not cause, or threaten to cause by reasonable forecast by school officials, any disruption or disorder in the school. Additionally, such constitutional right of freedom of expression does not include expression which is obscene, defamatory, or advocates violence or illegality where such advocacy is imminently likely to incite the commission of such acts to the detriment of school security, or which can reasonably be forecast to cause substantial disruption or material interference with school activities.

The School Committees will at least annually review their support of student publications, and encourage student publications not only because they offer an educational activity through which students gain experience in reporting, writing, editing, and understanding responsible journalism, but also because they provide an opportunity for students to express their views subject to the limitations as contained in this policy.

Student publications will be encouraged to comply with the rules for responsible journalism. Students shall affix their names to all articles or editorials written by or contributed to by them. The Superintendent will establish guidelines that are in keeping with this policy and provide for review of student publications prior to their distribution, to address matters that are not protected forms of expression.

Each student publication shall contain the following: "Pursuant to state law, no expression made by students in the exercise of such rights shall be deemed to be an expression of school policy and no school officials shall be held responsible in any civil or criminal action for any expression made or published by the students."

Distribution of Literature

The time, place and manner of distribution of literature will be reasonably regulated by the Principal.

LEGAL REF.: M.G.L. 71:82

SOURCE: MASC

Policy Review: 1st Reading: November 20, 2014
2nd Reading

Policy Adopted:

Vote:

Chairperson, HWRSD School Committee: William Wilson
(Original Signature on file in the Superintendent's Office)

HAMILTON-WENHAM REGIONAL SCHOOL DISTRICT
WENHAM, MA

H8036

STUDENT RIGHTS AND RESPONSIBILITIES

The School Committee believes that as part of the educational process students should be made aware of their rights and responsibilities and of the legal authority of the School Committee to make, and delegate authority to its staff to make, rules regarding the orderly operation of the schools. Students have the right to know the standards of behavior that are expected of them, and the consequences of misbehavior.

Among these rights and responsibilities are the following:

1. Civil rights, including the rights to equal educational opportunity and freedom from discrimination, the responsibility not to discriminate against others;
2. The right to attend free public schools, the responsibility to attend school regularly and to observe school rules essential for permitting others to learn at school,
3. The right to due process of law with respect to suspension, expulsion, and decisions the student believes injure his/her rights,
4. The right to free inquiry and expression, responsibility to observe reasonable rules regarding these rights, and
5. The right to privacy, which includes privacy in respect to the student's school records.

The rights and responsibilities of students, including standards of conduct, will be made available to students and their parents through handbooks distributed annually.

LEGAL REFERENCES: M.G.L. 71:37H; 71:82 through 71:86

Policy Review: 1st Reading: November 20, 2014
2nd Reading

Policy Adopted:

Vote:

Chairperson, HWRSD School Committee: William Wilson
(Original Signature on file in the Superintendent's Office)

HAMILTON-WENHAM REGIONAL SCHOOL DISTRICT
WENHAM, MA

F6003

RETIREMENT OF CAPITAL ASSETS

Property Records and Disposal of Capital Assets

The Superintendent shall ensure that property records and inventory records on all land, buildings and physical property under the control of the District are maintained and appropriately updated. The Superintendent shall establish procedures for disposal of books, equipment, furniture or other property for which there is no further foreseeable use.

Legal Reference:
MGL30B: 15, 16

Policy Review: 1st Reading:
2nd Reading

Policy Adopted:

Vote:

Chairperson, HWRSD School Committee: William Wilson
(Original Signature on file in the Superintendent's Office)

HAMILTON-WENHAM REGIONAL SCHOOL DISTRICT
WENHAM, MA

H8037

STUDENT FUNDRAISING ACTIVITIES

All fundraising by any student organization directed by a Faculty Advisor, the Athletic Director, or the Coach of an athletic team shall operate under the authority of the School Committee and be conducted in accordance with the following provisions:

1. The nature of the fundraising and the manner in which it is conducted should reflect favorably upon the District.
2. Prior to the event, the student organization must notify the Principal in writing as early as possible (preferably at least two weeks in advance) of the nature and purpose of the fundraising activity. The Principal shall respond in a timely manner.
3. Each organization is accountable for funds it receives and may control the use of funds raised, as long as it is noted that the Faculty Advisor or Athletic Director and the Principal are ultimately responsible for any decision regarding the money's disbursement. All funds must be deposited and accounted for by procedures approved by the Superintendent and the Treasurer.
4. Violations of this policy may result in sanctions against the organization's right to operate fundraising activities and/or the individual's right to participate in the organization.

LEGAL REF: M.G.L. 71:47

Policy Review: 1st Reading:
2nd Reading

Policy Adopted:

Vote:

Chairperson, HWRSD School Committee: William Wilson
(Original Signature on file in the Superintendent's Office)