

#### SCHOOL COMMITTEE MEETING

**Buker Elementary School** Multi-Purpose Room

Thursday, January 22, 2015

6:30 PM

#### **PUBLIC HEARING ON FY16 BUDGET**

**Buker Elementary School** Multi-Purpose Room

January 22, 2015 Thursday,

7:00 PM

1. Call to Order 7:00

2. Pledge of Allegiance

7:05 3. New Business

> Review of Educational Program & Departmental Budgets Exhibit H

Priority overlays, including Tier 2 and Tier 3

Maintenance & Facilities

Technology

Policies 1<sup>st</sup> Readings

Reserve Funds: Excess & Deficiency Exhibit I Class Size Exhibit J

Exhibit K Home Education Exhibit L

Title I Supplement Not Supplant

4. Citizens' Comments 8:30 8:40 Chair's Report

Review February Meeting Schedule

6. Superintendent's Report 8:45

Review

**Announcements** 

7. Consent Agenda 8:55

Exhibit A Minutes of January 8, 2015 EdFund Grant - 21st Century Learning Space Pilot Exhibit B

8. Committee Reports 9:00

a. Audit

Communications b.

C. **Facilities** 

Negotiations d.

Policy e.

Warrant f.

Student Rep. g.

Other

9. Old Business 9:10

a. Policies 2<sup>nd</sup> Reading

Exhibit C Notification Relative to Sex Education Exhibit D Background checks Exhibit E Model CORI Exhibit F Student fees, fines & charges Exhibit G Student Health Services and Requirements

9:30 10. Vote to Adjourn

> Excellence Responsibility Respect **Knowledge**



# FY16 Budget Recommendation School Committee Presentation January 22, 2015

#### Prepared by:

Dr. Michael Harvey, Superintendent of Schools

Jeffrey D. Sands, Assistant Superintendent for Finance & Administration



# FY16 Budget Superintendent's Recommendation

Level Service Budget as presented on 12/18/14

#### PLUS

an additional \$150,000 to fund the resources necessary to fully implement a Middle School Teaming Model

The NET result is an increase in Total Expenditures of \$923,050 or 3.25% versus FY15 BUDGET.



# FY16 Budget – Net Operating Budget Level Service Net Operating Budget PLUS Priority Overlay

General F	und Op	perating Expense	es				
		FY15 BUD		FY16 BUD		Differer	nce
Operating Expense - Gross, before offests & Overlays	\$	28,420,061	\$	29,343,112	\$	923,050	3.25%
E CONTRACTOR DE LA CONT	xpens	e Offsets					
		FY15 BUD		FY16 BUD		Differer	nce
Recurring Offsets					1		
School Choice	\$	550,000	\$	425,000	\$	(125,000)	-22.7%
KDG Tuition	\$	-	\$	-	\$	-	#DIV/0!
Preschool Tuition	\$	30,000	\$	30,000	\$	==	0.0%
Special Needs Tuition	\$	30,200	\$	69,010	\$	38,810	128.5%
Facilities Rental	\$	2,000	\$	2,000	\$	-	0.0%
Circuit Breaker Offset	\$	375,000	\$	487,500	\$	112,500	30.0%
	\$	987,200	\$	1,013,510	\$	26,310	2.7%
One-Time Offsets							
Other Revolving Accounts	\$		\$		\$	•	#DIV/0!
Total Offsets	\$	987,200	\$	1,013,510	\$	26,310	2.7%
NET OPERATING BUDGET	\$	27,432,861	\$	28,329,602	\$	896,740	3,27%

# FY16 Budget – Increase Reconciliation Level Service Net Operating Budget PLUS Priority Overlay

	Impact: FY16B v	s FY15B
Driver	\$	%
All Staff COLAs	\$ 360,000	1.2%
Teacher STEPS	\$ 170,000	0.6%
Teacher Degree Changes	\$ 90,000	0.3%
New MS Staffing to support Teaming Model	\$ 150,000	0.5%
OOD Tuition	\$ 300,000	1.0%
Transportation (Regular and Special Education)	\$ 90,000	0.3%
Subtotal Increases:	\$ 1,160,000	3.9%
Healthcare Premiums	\$ (185,000)	-0.6%
Net All Other Operating Expenses	\$ (52,000)	-0.1%
Subtotal Decreases:	\$ (237,000)	-0.7%
TOTALS:	\$ 923,000	3.2%



# FY16 Budget Priority Overlays

Priority Tier	Submitted	Item Decription	Est A	Annual Cost
Tier 1	MRMS	Teaming Model Staffing Adjustments	\$	149,500
		Subtotal Tier 1:	\$	149,500
Tier 2	Elementary	Six (6) Kindergarten Aides	\$	195,000
Tier 2	MRMS	Technology Education Teacher	\$	72,500
Tier 2	MRMS	Technology Education Materials	\$	30,000
Tier 2	Operations	School Resource Officer	\$	72,500
Tier 2	Operations	Maintenance Technician	\$	62,500
Tier 2	Athletics	Game Uniforms	\$	7,500
Tier 2	Athletics	Assistant Coaches	\$	21,000
		Subtotal Tier 2:	\$	432,500
		Totals:	\$	582,000



## FY16 Budget

# Maintenance, Custodial & Facilities Recommendation

		1	Y15 Budget	F	Y16 Budget	(	Change \$	Change %
Salaries:								
	Maintenance Director	\$	85,000	\$	80,000	\$	(5,000)	-5.9%
	Maintenance Staff	\$	126,673	\$	161,032	\$	34,359	27.1%
	Custodial Staff	\$	581,533	\$	583,243	\$	1,711	0.3%
	Overtime (Maintenance & Custodial)	\$	100,000	\$	60,000	\$	(40,000)	-40.0%
	Secretarial/Clerical	\$	28,878	\$	30,183	\$	1,305	4.5%
	Total Salaries:	\$	922,084	\$	914,458	\$	(7,625)	-0.8%
Operating:						-		
	Buker Yearly Maintenance	\$	34,217	\$	29,050	\$	(5,167)	-15.1%
	Cutler Yearly Maintenance	\$	30,565	\$	32,750	\$	2,185	7.1%
	Winthrop Yearly Maintenance	\$	32,442	\$	30,100	\$	(2,342)	-7.2%
	MRMS Yearly Maintenance	\$	44,185	\$	56,350	\$	12,165	27.5%
	RHS Yearly Maintenance	\$	114,129	\$	104,550	\$	(9,579)	-8.4%
	Admin Bldg Yearly Maintenance	\$	11,097	\$	4,300	\$	(6,797)	-61.3%
	Distirct Yearly Maintenance	\$	240,173	\$	247,750	\$	7,577	3.2%
	Custodial Supplies & Materials	\$	74,161	\$	74,161	\$	-	0.0%
	Clothing Allowances	\$	4,925	\$	6,200	\$	1,275	25.9%
	Utilities	\$	562,400	\$	584,341	\$	21,941	3.9%
	Total Operating:	\$	1,148,294	\$	1,169,552	\$	21,258	1.9%
	Total Maintenance & Custodial:	\$	2,070,378	\$	2.094.011	\$	10 600	0.70/
	- Caston and Caston an	7	2,070,378	7	2,084,011	5	13,633	0.7%
	Total Gross Operating Budget:	\$	28,420,061	\$	29,343,112	+		
	Maintenance & Custodial as % of Total:		7.3%		7.1%			



## FY16 Budget

### Maintenance, Custodial & Facilities Recommendation

	***FY16 SPECIAL PROJECT DETAILS***		
Cutler	Site Drainage	\$	5,000
Cutler	Classroom Shades	\$	5,000
Winthrop	Ceiling Fans for MultiPurpose Room	s	5,000
Winthrop	Paved Entryway and Sidewalk (rear or Bldg)	\$	5,000
Buker	Site Drainage	\$	7,500
MRMS	Replace Main Office Rugs	\$	10,000
RHS	Replace Classroom (3) Flooring	\$	15,000
RHS	Folding Tables and Chairs	\$	7,500
RHS	Replace Office Rugs	\$	10,000
	Total Estimated Cost:	\$	70,000
	***FY15 SPECIAL PROJECTS***		
Special Proj	ects - Funded:	Estin	nated Cost
Cutler	Replace AC in Teacher's Room	\$	1,000
Cutler	Replace Hot Water Tank in K Wing	\$	2,850
Cutler	AC in Computer Lab	\$	1,000
Cutler	Chair Lift Weight Test - Statutory 5 Year	\$	1,500
Cutler	Replace Shades in Classrooms	\$	2,215
Winthrop	Air Conditioner (Mr. Slim)	\$	2,275
Winthrop	Repair Air Conditioners in Library	\$	3,000
Winthrop	Replace Air Conditioner in Computer Lab	\$	1,000
Winthrop	Replace Door Knobs on Each Inside Door	\$	7,561
Buker	Interior Classroom Door & Window Shades	\$	5,000
Buker	School Street Roof Repair	\$	1,895
Buker	Basketball Hoop Winch System	\$	2,800
MRMS	Washer / Dryer Replacement	\$	2,500
MRMS	Exterior Lighting Upgrade - Natl Grid (40%)	\$	12,162
RHS	Exterior Lighting Upgrade - Natl Grid (60%)	\$	18,242
RHS	AHU Upgrade Auditorium	\$	35,000
	Total Estimated Cost:	\$	100,000



# FY16 Budget Technology Recommendation

		F	Y15 Budget	F	Y16 Budget	(	hange \$	Change %
Salaries:								
	IT Director	\$	115,826	\$	118,131	\$	2,305	2.09
	IT Staff	\$	293,806	\$	308,956	\$	15,150	5.2%
	Secretarial/Clerical	\$	-	\$	- 1	\$		#DIV/0!
	Total Salaries:	\$	409,632	\$	427,087	\$	17,455	4.3%
Operating:								
	District Expendable Materials	\$	950	\$	950	\$		0.0%
	District Network	\$	24,828	\$	30,450	\$	5,622	22.6%
	District Hardware	\$	173,342	\$	190,540	\$	17,198	9.9%
	District IT Staff Professional Development & Training	\$	10,900	\$	10,900	\$		0.0%
	District Contracted Services	\$	104,880	\$	97,380	\$	(7,500)	-7.2%
	District Software	\$	169,687	\$	196,605	\$	26,918	15.9%
	School-based Technology Supplies & Materials	\$	48,556	\$	48,556	\$	-	0.0%
	Total Operating:	\$	533,143	\$	575,381	\$	42,238	7.9%
	Total Technology:	\$	942,775	\$	1,002,468	\$	44,543	4.7%
	Total Gross Operating Budget:	\$	28,420,061	\$	29,343,112			
	Technology as % of Total:		3.3%		3.4%			



# FY16 Budget Technology Recommendation

	***FY16 SPECIAL PROJECTS***		
Network	30 New Wireless Access Points	\$	30,450
Hardware	iPads for 1 to 1 Initiative (15 HS Students Scholarship / FRL)	\$	10,770
Hardware	Upgrade Wireless Master Controller & Licenses	\$	25,000
Hardware	New Cutler Phone System	\$	28,500
Hardware	New Winthrop Phone System	\$	32,500
Hardware	MRMS 40 Teacher Laptop Upgrades	\$	48,000
	Total Estimated Cost:	\$	<b>175,22</b> 0
	***FY15 SPECIAL PROJECTS***		
		Estir	nated Cost
RHS 1 to 1	Wireless Access Points (12)	\$	12,000
RHS 1 to 1	Apple iPad Airs (62)	\$	37,013
RHS 1 to 1	Apple TV (35)	\$	4,987
RHS 1 to 1	Apple APPs	\$	10,000
RHS 1 to 1	Teacher Professional Development	\$	11,000
Network	Core Switch Upgrade to 10G	\$	12,829
Hardware	Refresh Teacher desktops with Laptops (20)	\$	20,960
Hardware	Set of 10 iPads w/ charging station (3 per school)	\$	48,420
Hardware	Apple TV (11 per school)	\$	4,701
Hardware	Apple TV (32)	\$	4,560
Hardware	Refresh Virtual HS Computers (10)	\$	8,530



### FY16 Budget Timeline

- December 15, 2014: Superintendent's FY16 Budget Book Distributed
- December 18, 2014: Superintendent's FY16 Budget Presentation
- January 8, 2015: FY16 Budget Discussion Continued
  - Middle School Teaming Model
  - High School Schedule Revised
  - School Committee Adopts Tentative FY16 Budget
- January 9, 2015: Mail Tentative FY16 Budget to Towns
- January 15, 2015: FY16 Budget Meeting #2 with Town Officials
- January 22, 2015: Public Hearing on School Committee's FY16 Budget
- January 22, 2015: FY16 Budget Discussion Continued
  - Priority Overlays, Tiers 2 & 3
  - Maintenance and Facilities
  - Technology
- February 5, 2015: FY16 Budget Discussion Continued
  - Special Education
  - Athletics
  - HWRSD 3 Year Forecast Model (FY16 FY18)
- February 12, 2015: FY16 Budget Discussion Concluded
- February 12, 2015: School Committee votes to Adopt FY16 Budget
- April 11, 2015: Hamilton and Wenham Annual Town Meetings

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		100	Parity 1	Astrol	111	Rudan	ш	Table:	•	26
Declarate Almer										
Salary Maintenance Director & Staff	001 400 4110 9 9 000 100 5	1.00	\$ 79,353	\$ 86,864	3.50 5	211,673	1,00	5 80,000	\$ (131,673)	-62.21%
Salary Prof Maint Director Travel	001 400 4110 9:9:000:170 5		\$ 10,000	\$ 5,000	-					#D/A/GI
Maint Director & Staff Clothing	001.400.4110.9.9.000.190.5		\$ 700	5 700	5	200		5 1.975	\$ 1,275	182.14%
Salany/Gerical Facilities	001.400.4110.9.9.000.700.5		5 776	\$ 8,841	0.88 \$	28,878	0.77	\$ 30,183	\$ 1,305	4.52%
Custodial OT Salary (incl Summer Interns)	001,400,4110,9,9 000,320,5		\$ 85,000	\$ 92,269	8	100,000		\$ 60,000	\$ (40,000)	-40.00%
Maint Director Affiliations	001 400 4110 0.9 000 600 5				S					WDIV/OI
Custodial Other Expense	001.400.4110.9.9.000.600.5		\$ 459.00	\$ 604.73	\$					#DIV/01
Sub Total		1.00	1.00 \$ 176,288.00 \$ 194,279.36	\$ 194,279.36	4.38 \$	4.38 \$ 341,251,43	1.77	1.77 \$ 172,158.04	\$ (169,093,39)	49.55%
Interes.			CONTRACTOR OF	SHAPES IN NAME				September 1	80	
District Gas Service	501 400 4120 9 9 000 670 5		\$ 8,000	\$ 11,305	S	12,000		\$ 11,305	(569) \$	×8.79%
District Electric	001 400 4130 9 9 000 650 5		\$ 7,500	5 8,079	5	9,000		\$80,6 \$	\$ 68	0.98%
District Telephone	001.400.4130.9.9.000.680.5		\$ 11,800	\$ 7,309	~	8,000		5 7,309	\$ (691)	-8.64%
District Water	001.400.4130.9.9.000.690.5		\$ 250.00	5 217.20	S	400.00		5 217	\$ (183)	45.70%
Sub Total			\$ 27,550.00	\$ 26,909.97	5	29,400.00		\$ 27,919.80 \$	\$ (1,480.20)	.5.03%
Secretarion										
Maintenance Staff	001.400.4220.9.9 000.300.5			. 5	S		3.00	5 161,032	5 161,032	RDIV/01
Capital Projects	001.400.4220.9.9.000.420.5				8	٠				#DIV/DI
District Maintenance	001 400 4220 9 9 000 400 5		\$ 205,000	\$ 223,970	5	240,173		\$ 247,750	5 7,577	3.15%
Admin, Maintenance	001.400.4220.9.9.099.500.5		5 11,100	\$ 3,127	\$	11,097		5 4,300	\$ (6,797)	-61.25%
Property/Liability/Cassalty/Sports Insurance	001.400.5260 9.9.000.484 5		\$ 52,000	\$ 58,585	\$	64,892		5 64,892	,	0.00%
BAN Interest	001 400 5450 9 9 000 591.5			5 1,498	\$					#DIV/DI
Networking and Telcom Admin	001.400.4400.9.0.000.400.5		5 2,895.00	\$ .	\$	2,895.00			\$ (2,895.00)	-100.00%
Sub Tatal			\$ 270,995.00 \$ 287,179.44	\$ 287,179.44	S	319,057.00	3.00	3.00 \$ 477,974.00	\$ 158,917,00	49.81%
The second secon		1.60	1800018 1	SECURIOR S	0.000	NIK TORE	A 16 TH	Comparation of	C. Hilliam	100.00

YEARLY MAINTENANCE	Buker 001.101.4228.9.1.099.420.5	Cutier COLLOZAZZOS-LOPPAZOS	Wistrop 001.101.4220.9.1.099.429.5	MRMS 001.108.4220.5.2099.420.5	HWRHS 001.303.4220.9.1.099.420.5	Admin. Building 001.400.4220.9.5.099.500.9	District 001.400.4220.5.9.000.400.5	Totals
Fire Systems Maintenance - Court Service							<del></del>	
Annual Fire Estinguisher Service	\$ 401.00	\$ 98	\$ 400.00	\$ \$60.00	\$ 502.00	\$ \$00.00		\$ 2,000,00
	\$ 350.00	\$ 150.00	\$ 350,00	\$ 350.00	\$ 35000			
Annual Fire Panel Service	\$ 500.00	\$ 650.00		5 650.00		\$ 500.00		\$ 1,000,00
Building fire Sprintler Service	5 .	\$ \$00.00						\$ 7,350,00
Building Fire Sprinkler Repairs & Maintenance	s .	\$ \$00.00					!i	
Repair corroded Sprinkler Piper	•	1				\$ 25000		
Subsets		\$ 2,400,00				<u> </u>	<u> </u>	\$ 8,000.00
- Newstr	1,790.00	3 2,800.00	\$ 1,250.00	\$ 5,000.00	11,1900	\$ 1,100.00	<u>  1</u>	\$22,550.00
TANAMA								
MYAC Maintenance - Level Service								
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Bolles Water Service	\$ \$00.00	t mm	\$ \$00.00	\$ 1,003.00				5 3,500.00
WYAC Air Compressor Service	3	3 .	\$ 100000	\$ 502.00		3 .		1 2,000.00
HYAC Air likers and Bolts	3		\$ .	5 1000.00			-	\$ 2,500.00
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Water Treatment Maintenance - Layel Service								
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Presentative Montenance & Repairs	3	5 .	3	\$				
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27-101		, , , , , , , , , , , , , , , , , , ,	2,150.00	4130.00	190.00	10000	\$ 90,000,00	\$ 95,800.00
(anthraphy/Esterior - Lovel Service								
	t temes							
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	\$ 250.00	5 750.00			\$ 250.00	\$	\$	\$ 1,75000
	5 ·	5 ·	\$	5	5 -		\$ 47,250.00	
Field Intestion System Service		\$ .	5 -	3 -	\$ .	<u> </u>	\$ 1,900.00	\$ 1,500,00
I gram Landscaping	5	\$ .	4		5		s noon	\$ 20,007,00
	· ·			<u> </u>	-	<u> </u>		
			•	· ·	· ·	<del></del>		\$ 21,500,00
				?	•	<u> </u>	\$ 1,500.00	\$ 1,500,00
	·	•	<u> </u>	\$ 400.00	\$ \$00.00	<u> </u>	٠ .	\$ 900.00
Project Adventure Course Inspection					\$ 2,000,00			\$ 2,000.00
Project Adventure Course Report and Upgrades					\$ 7,500.00			\$ 2,500.00
Project Advanture Course Landscaping		<u> </u>			\$ 2,500.00	š .	<b>5</b> .	\$ 2,500.00
fubratuh	\$ 1,214.00	\$ 2,250.00	\$ 1,250.00	\$ 2,650.00	\$ 10,750.00	•	\$ 84,710.00	\$ 107,900.00
Iragentiere/Equipment/Voltsies - Level Service						-		
Elichen Verd (Jeoring/Inspection	\$ 110.00	\$ mon	\$ 750.00	\$ 230.00	\$ 250.00			\$ 1,250.00
	s .		\$ .	5 .		-	\$ 2,000,000	5 2000,00
Life Selety Impection & Service	\$ 200.00	\$ 2000	5 100,00	<u> </u>	<del></del>	<u> </u>		
	\$ 700.00		\$ 200.00		\$ 200,00	\$ 200.00		5 (,000.00)
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Vehicles - Fool			<del>}                                    </del>	<u> </u>	<u> </u>	<u> </u>	\$ 25,100,00	\$ 25,500.00
Maintenance (guipment & Tools	:				<u> </u>	· ·	\$ 32,500.00	5 11,500.00
				•	<u> </u>	<u> </u>	\$ 6,000 AD	\$ 6,000,00
HWRITS/MARMS Gym Safety Inspection		\$ ·	<u> </u>	\$ 500.00	1 500.00	· ·	s .	\$ 1,000.00
- I-Martet	\$ 8,150.00	\$ 8,150.00	\$ 650.00	1,050.00	1 11,003.00	\$ 200.00	\$ 44,000.00	\$ 73,2002.00
Unioreseen but Necessary Repairs - Level Service	\$ 11,100,00	\$ 13,500,00	\$ 13,100,00	\$ 26,000,00	5 95,000,00	5 2,500.00	\$ 25,000,00	\$ 128,400.00
								,
Total Yearly Maintenance - Level Service:	21 600 00	4 re	£ 10 10 10 10 10 10 10 10 10 10 10 10 10	14	#			4 11 100 000 00
	g	- 44,130,00	#		72,050.00	4,300.00	\$ 247,750.00	\$ 434,850.00
Datier School - Sporiel Projects								
Site Orainage		\$ samm						\$ 3,000,00
Cletscroom Shades		\$ \$000,00						\$ 5,000,00
Soleotal		\$ 10,000.00						\$ 10,000.00
								, populari
Marthew Criscol , Learned Stations								
Whithrop School - Special Projects								
Criting Fam for MultiPurpose Recru			\$ 1000.00					\$ 5,0000 co
Crifing I am for MultiPurpose Recru Paved Estrywey and skirmelts (vest off library)			5 5,000.00					\$ 5,000.00
Criting Fame for Mark Purpose Record								
Crifing Fam for MultiPurpose Recro Favord Entrywey and sidewalks (vest off library)			5 5,000.00					\$ 5,000.00

YEARLY MAINTENANCE	Buker 001,181,420,9,1,099,430,5	Ciriles 001.1014220.5.1.099.420.5	Wintrop 001.103.4228.9.1.099.420.5	MRMS 601.200.4228.9.2.099.429.5	HWRHS 001.J00.A230.9.2.099.A29.5	Admin. Suilding 001.400.4220.9.999500.9	Okstrict 001.400.4270.9.9.000.400.5	Te	otals
Butter School - Sports Projects									
Sine Drainage (rest)	\$ 7,500.00						ï	3	7,500,00
Subtotat	\$ 7,500,00							\$	7,500.00
Mid-Sin School - Special Projects									
Replace Main Office Ruge with Title				CA 000.00 1				\$	18,000.00
Submetab				\$ 2,000.00				\$	\$2,000.00
High School - Special Projects									
Replace Classeners (1) Floor Tile					\$ 15,000.00			\$	15,000,00
Folding Fables and Chairs					1,500,20			\$	7,500,00
Replace Office (5) Rugs with Title					10,000,00			\$	10,00000
Subtotat					\$ 12,500.00			\$	\$2,500.00
Total Special Projects:	\$ 7,500.00	\$ 10,000.00	\$ 20,000.00	\$ 10,000.00	\$ 32,500.00	Surrante territoria.	3	\$ .1	70,000.00
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FY168udgetMASTER\_ACTIVE

1/20/2015

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Winthrop Phone System - New	5	\$ ·	\$ 32,500.00	\$ ·	š ·	\$	\$ .	\$ 32,500.0
Feather Laptop Upgrades (Apple Macflook Pros)		5 .	\$ .	\$ 48,000,00	·	\$ .	\$	\$ 48,000.0
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## HAMILTON-WENHAM REGIONAL SCHOOL DISTRICT WENHAM, MA

#### RESERVE FUNDS: EXCESS & DEFICIENCY (E&D)

At the end of each fiscal year, the District shall close any surplus or deficit in the General Fund to the Reserve Fund (called E&D Fund). The MA Department of Revenue (DOR) certifies the District's E&D balance annually, similar to a community's free cash certification. In order to have E&D certified, the District shall submit the required information to the DOR at the close of each fiscal year but no later than October 31<sup>st</sup>. DOR is then required to certify the District's E&D balance by December 1<sup>st</sup>.

The School Committee's objective is to maintain adequate reserves to ensure operational stability in the school district. As a result, the School Committee shall seek to maintain a minimum balance of three (3) percent of its operating budget and capital cost budget for the succeeding fiscal year in its E&D Fund.

If the District's certified E&D balance exceeds three (3) percent of its operating budget and capital cost budget for the succeeding fiscal year, the District must use the amount in excess of the three (3) percent as a revenue source for its ensuing Annual Operating Budget. Each year, as part of the District's Annual Budget process, the School Committee will determine the exact amount of E&D Funds, if any, that is in excess of the three (3) percent reserve and will use these funds to reduce the amount to be raised by assessment by the member Towns during the ensuing Annual Budget process (i.e. applied as a revenue source to the following Fiscal Year's Operating Budget). This shall occur on the same day that the School Committee is scheduled to adopt, by a two-thirds vote, the Annual Operating Budget for the District (see Policy D4008). The date of adoption shall not be before February 1<sup>st</sup> or later than March 31<sup>st</sup> in any given year.

The annual certification of E&D, and the District's Annual Budget process as described herein, shall serve as the standard mechanism for reconciling the E&D Fund and the only process by which funding will be returned to the member Towns. This includes but is not limited to any funding variances directly attributable to the Chapter 70 and Regional Transportation Programs.

Finally, the School Committee, on occasion, may approve by a two thirds vote the use of existing E&D Funds as additional revenue within a current fiscal year in order to cover unanticipated revenue shortfalls or to fund non-recurring or unforeseen expenditures that are deemed as either extraordinary or unavoidable by District Administration and the School Committee. Any vote to increase the current year Budget through the use of existing E&D Funds shall be submitted to both member Town's for approval in accordance with DESE regulations.

LEGAL REFS: M.G.L. 71:16B; 71:16 1/2B; 603 CMR 41.06; 603 CMR 41.05

Policy Review: 1st Reading: January 22, 2015

2nd Reading

Vote:

### HAMILTON-WENHAM REGIONAL SCHOOL DISTRICT WENHAM. MA

#### **Class Size Policy**

The Hamilton-Wenham Regional School Committee recognizes that class size is an important factor in the quality of a student's education and will, whenever possible, subject to space availability and all other educational considerations, ensure that class size is of the most effective nature for both teacher and pupil. Special attention to class size will be given to special situations such as shop areas, drawing areas, or laboratory areas. The Superintendent shall be responsible for the routine review of this policy and will annually report on the status of class sizes in the District to the School Committee.

HAMILTON-WENHAM REGIONAL SCHOOL DISTRICT WENHAM, MA

HOME SCHOOLING

The Massachusetts General Law requires the School Committee to determine that a Home Schooling program meets with the minimum standards established for public schools in the Commonwealth prior to approving such a

program.

When a parent or guardian of a student below the age of 16 wants to establish a home-based educational program

for his/her child, the following procedures shall be followed in accordance with the law:

Prior to removing the child from public school:

The parent/guardian must submit written notification of establishment of the home-based program to the appropriate administrator 14 days before the program is established, and resubmit notification on an annual basis

as long as the child or children are being educated in a home-based environment.

The parent/guardian must certify in writing, on a form provided by the District, the name, age, place of residence,

and number of hours of attendance of each child in the program.

The Superintendent shall give the notice to produce records required by law if there is probable cause to believe the program is not in compliance with the law. Factors to be considered by the Superintendent or School

Committee in deciding whether or not to approve a home education proposal may be:

1. The proposed curriculum and the number of hours of instruction in each of the proposed subjects.

2. The competency of the parents to teach the children,

3. The textbooks, workbooks and other instructional aids to be used by the children and the lesson plans

and teaching manuals to be used by the parents.

4. Periodic standardized testing of the children to ensure educational progress and the attainment of

minimum standards.

A student being educated in a home-based program within the District is not considered to be enrolled in the public schools. Home-educated students are not eligible to receive a high school diploma, nor may they access educational programs of the school district. Home-educated students may participate in MIAA athletics as long as the student meets the standards for eligibility as outlined by the MIAA. Students may participate in other

extracurricular activities with the approval of the building principal.

SOURCE: MASC

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LEGAL REF.: M.G.L. 69:1D; 76:1, Care and Protection of Charles

Care and Protections of Charles - MASS. Supreme Judicial Court 399 Mass. 324 (1987)

Policy Review: 1st Reading:

2nd Reading

Policy Adopted:

Vote:

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

#### Hamilton-Wenham Regional School District's Title I Supplement, Not Supplant Policy and **Procedures 2012-2013**

The No Child Left Behind Act of 2001 includes federal provisions of the Elementary and Secondary Act that outline specific uses for federal funds. One of the major requirements is that federal funds must supplement, not supplant, the use of local or state funds to support education.

One of the federal programs in which Hamilton-Wenham Regional School District (HWRSD) participates is Title I, Part A, Improving Basic Programs Operated by Local Educational Agencies. By participating in the Title I program, HWRSD agrees that Title I funds may not take the place of - supplant - public education services that are provided to all students.

The following policies and procedures will assist the district in demonstrating that it uses Title I funds only to supplement, and to the extent practical, increase the level of funds that would, in the absence of Title I funds, be made available from non-federal sources for the education of students participating in Title I programs.

HWRSD's Title I funds are used to support education at its three elementary schools. Each elementary school operates a Targeted Assistance Program.

Targeted Assistance Schools – Bessie E. Buker Elementary School **Cutler Elementary School** Winthrop Elementary School

#### **Student Selection Criteria for Targeted Assistance Schools**

Title I students must receive the same amount of instruction provided to all students, with Title I students receiving additional time and instructional services. Title I funds cannot be used to supplant existing services for students.

Title I serves only students who are identified by the school as failing, or most at risk of failing to meet the State's student academic achievement standards. Title I provides supplementary services designed to meet the specific educational needs of students who are participating in the program. Each Title I school shall follow the student selection guidelines contained in this policy. A rank-ordered list of students identified as eligible for Title I services is developed by determining the extent of educational need, utilizing one or more clearly defined, educationally-related objective measures.

The following multiple, objective, educationally-related criteria are used by schools in the

Policy Review: 1st Reading: 2<sup>nd</sup> Reading

Policy Adopted:

Vote:

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

HWRSD to select the eligible pool of Title I students. Eligible students are those identified by the school as failing, or most at risk of failing, to meet the state's challenging student academic achievement standards. If all eligible students cannot be served, schools shall select those students most in need form this pool to be served. Below are examples of objective, educationally-related criteria that may be used to identify students for Title I services.

- English Language Arts: Students' scores on standardized measures of educational progress, including state-mandated testing, teacher recommendations, and teacherdeveloped tests.
- Mathematics: Students' scores on standardized measures of educational progress, including state-mandated testing, teacher recommendations, and teacher-developed tests.

In addition to the students identified by the criteria above and any additional school selection criteria, the following students are automatically eligible for Title I services:

- A student who, at any time in the preceding 2 years, participated in a Head Start, Even Start, or Early Reading First program, or in Title I preschool services.
- A student who, at any time in the preceding 2 years, received series under Title I, Part C, Migrant Program
- A student in a local institution for neglected or delinquent children and youth or attending a community day program for such children.
- A student who is homeless and attending any school in the district

#### Staffing

The district will maintain records that demonstrate that each Title I program receives staff services commensurate with the staff payment. Corroboration of records to what is actually taking place will be conducted through, for example, spot-checks, review, interviews with staff, and interviews with students.

#### Evidence will include:

- The staff daily schedule of activities for 100% Title I-funded staff
- The staff daily schedule with clear delineation of time spent on the Title I program for split-funded staff
- Time and Effort Records
- Payroll forms and timesheets
- Any other documentation that demonstrates accurate charges to the Title I program (e.g. detailed position descriptions for split-funded staff).

The district will maintain a description of the professional development provided at the district level that is funded with Title I funds.

Policy Review: 1st Reading: 2nd Reading

Policy Adopted:

Vote:

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

#### **Professional Development**

#### Evidence will include:

- A description of how professional development is aligned with the needs of Title I students.
- A list of staff that participated in Title I funded professional development (district staff will ensure the participating staff are those who teach or provide support to Title I students).

In addition to the above evidence, all professional development requests will be reviewed by the Assistant Superintendent for Learning to ensure that professional development provided with Title I funds does not duplicate professional development the district would provide to all staff in the absence of Title I funds. The office of the Assistant Superintendent will be responsible for maintaining descriptions of school-level professional development paid for by Title I funds.

#### Parent/Guardian Involvement

Parent involvement activities must not duplicate those that the district provides for non-title I parents that, in the absence of Title I funds, would be provided to all parents.

The office of the Assistant Superintendent for Learning will be responsible for maintaining descriptions of school-level parent involvement activities paid for by Title I funds.

#### Evidence will include:

- A description of how parental involvement activities are aligned with the needs of Title I students.
- Copies of notices sent to Title I parents informing and/or inviting them to Title I funded activities.
- Attendance lists from parent involvement activities. The building principal will
  review all lists to ensure that the majority of participates are parents/guardians of
  Title I students even though others may be invited to attend.

#### **Procedures for Dissemination**

The Assistant Superintendent for Learning will disseminate this policy to all principals and staff in Title I schools to insure clear understanding of the concept of supplement, not supplant and the procedures enacted to follow this policy

Policy Review: 1st Reading: 2nd Reading

#### **MEMORANDUM**

Date: January 8, 2015
To: School Committee Members

From: Michael Harvey, Superintendent of Schools

Re: Thursday, January 8, 2015

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

Present: Bill Wilson, Larry Swartz, Barbara Lawrence, Deb Evans, and Stacey Metternick

Absent: Roger Kuebel, Jeanise Bertrand, Sheila MacDonald

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

Bill reminded the committee they previously moved the new business in front of the old business on the agenda and would do the same tonight out of respect to the guest speakers in attendance.

The committee received a letter of resignation from William Dery; the resignation was accepted and Bill thanked Mr. Dery (in absentia) for his four years of service to the Hamilton-Wenham School Committee. Last April the committee voted to reduce the size of School Committee from nine seats to seven. That amendment stated they would not fill any vacancies. There will be two open seats on the warrant and ballot come April. Mike Harvey will send out a chart he created with the members' terms and vacancies; this chart will also be posted on the district/school committee website. Bill clarified that Roger Kuebel is a member of the committee, but does not attend the standard meetings. He has remained part of the negotiations subcommittee where they are working on the teachers' agreement. Once that contract is signed, he will resign. Deb added that Roger's contribution and continuity has been excellent. Tonight the agenda states we will "adopt" a budget. This is not voting to approve the final budget; this is to plan for next steps and develop a number (that can go up or down) to submit a number to the towns. We are also getting closer to having an E&D policy with will be discussed at the 1/22/15 meeting.

#### SUPERINTENDENT'S REPORT

**Review:** We are approaching the halfway mark of the school year.

Kindergarten registration for class of 2028 will be held in March 2015 and placements announced by the first week in May. All Kindergarten registration information with specific dates and times can be found on the district website: hwschools.net. Celeste will have a new version of the Kindergarten Calendar as well.

The district received an opinion from MARSD on the Governor's authority related to the 9C cuts. We sent a donation to the legal fund to pursue this in the courts.

Mike sent the New England School Development Council's (NESDEC) projections for enrollments as they have shifted. Last year they had projected 1752; we are on at 1751. They had previously projected a steep decline in enrollment; now they are projecting numbers flattening out to 1740 by the year 2020. Mike is going to discuss with them the rationale for the change.

#### **Events:**

Early Childhood Development Partner presenting The World of Snow tomorrow at 10:30 a.m. at the Wenham Museum; also on 1/15/15 is Dinosaur Fun Night at 6:30 at the Wenham Museum

There will be the joint FinCom meeting on 1/15/15. It is not a posted School Committee Meeting but Mike, Jeff, and Bill Wilson will be representing the committee at that meeting that is open to the public.

#### **CONSENT AGENDA**

No members requested to remove any items from the consent agenda.

- A. MINUTES OF DECEMBER 18<sup>th</sup> MEETING (Exhibit A)
- B. ACCEPTANCE OF DONATION FROM CELL SIGNALING IN THE AMOUNT OF \$2,000 (Exhibit B)

Deb Evans moved that the HW Regional School Committee approve all of the remaining items on the consent agenda; Approved: 4-0-1 Larry Swartz abstained Discussion: Larry did not want item B removed, he simply wanted more explanation. Mike explained that Cell Signaling Technology donates to many of the school systems in the area. It does not obligate the district in any way. Jeff further explained that the \$2000.00 donation will be deposited in the General Fund.

#### **NEW BUSINESS**

A. Nancy Littlehale and Jennifer Daniels – FUNDRAISING FOR WINTHROP PLAYGROUND PRESENTATION

Operation Playground plans to renovate and redesign the Winthrop School playground; they will raise funds privately to purchase new equipment, reuse existing equipment where possible, and update all safety surfacing. The timeline is for construction in the summer 2016 with a fall opening for students.

Larry expressed caution related to the ownership of the land and what steps need to be taken to move forward; he is not looking to stall, but just wants the project to start right. Barbara is excited for this to engage kids and release their imaginations; they want open space to play as well. Deb was grateful for the organization for their work on this journey; we as a community rely on School Friends groups and organizations for private funding where many districts use public funding in the budget for these projects.

#### B. FY16 BUDGET OVERVIEW (Exhibit E)

Mike provided a recap of the budget presentation of 12/18/14. Jeff reviewed previously presented slides with the steps broken down on the level-services budget with priority overlays resulting in a net increase of \$923,050 or 3.25% versus FY15 Budget. The net assessment to towns is \$25,002,902 or a 2.1% increase over prior year. The town member assessment is a complicated formula. The split is based on a three-year average of

headcount for the operating budget and the capital budget is split based on assessed values and average headcount. The split of the \$524,000 difference is a \$103,000 increase to Hamilton and a \$421,000 increase to Wenham. This may seem strange because Hamilton is roughly ¾ of the budget and Wenham is roughly ¾. This is driven by the calculation. We are seeing our enrollment averages over the last three years shift from one town to the other in the operating budget. It has shifted a full point. Larry pointed out there have been discussions (not for this year) that the three-year rolling average be moved to a five-year rolling average to even out the effects when it spikes. Larry would like to have a future discussion and revisit this calculation.

Jeff repeated the drill down of the net operating budget from 12/18/14 including confirmation from SPED director Kathy Harris related to potential tuition into the district. Mike and Jeff switched to MS/HS schedule presentations (see agenda items C & D below).

C. PRESENTATION OF PROPOSED MRMS SCHEDULE MODEL (Exhibit C) Miles River Middle School Principal Craig Hovey reviewed the Superintendent's charge for a task force related to the middle school schedule. He reviewed the timeline from 9/3/14 through the SC presentation tonight. By May 2015, Craig wants every teacher to know what they are teaching, where their room is, so there is no confusion. As part of the process, the group surveyed staff, students, and combined parent survey. Common planning time and teams were very important. The reason we asked about band and chorus was sharing of staff was difficult. We separated any discussion related to a later school start time for a future time.

The proposed changes at MRMS are to create a team schedule; establish common planning time (CPT) out of the existing prep time; add the "What I Need" (WIN) block; change from a 5 day to 6 day rotating schedule; add a third lunch block; and restructure the shared music staff. There will be two teams for each grade; World Language and Integrated Arts will not be tied to the grade-level teams. The WIN block would be an active teaching duty that is planned and structured by the team based on student needs/interests. Possible activities include interdisciplinary or project-based learning; Response to Intervention (RTI) or Olweus anti-bullying program; provide specialized interventions (speech, reading, ELL). It is not a study hall; it is not a prep block. The key is flexibility. Craig presented a sample day schedule and pointed out the new 20 minute team time at the end of each day. This is not just a homeroom at the end of the day. This is a time for team meeting with students, they could conduct a checkout; ensure students have all the materials needed for homework, rather than running out the door.

The staffing implications include a net change of adding 1.8 FTE teacher positions (math, science, social studies, and music) and +0.02 FTE TA position.

The benefits of the schedule include the team structure, common planning time, WIN block, expansion of Mandarin and Music offerings, grade-level classes clustered together, and grade-level lunches.

Stacey asked how many parents responded to the survey; Eric Tracey confirmed 319. She asked about the flexibility allowing students to meet with teachers. Stacey liked the separation of lunch for 7th grade rather than the current model that splits them up. Barbara asked about the need for teacher training on how to use the WIN block. Craig replied there would be ongoing training, meetings, and sitting down with the teams to discuss how to plan it. Barbara pointed out it is changing a culture so there is a great deal of

work to be done by everyone. Craig stated many teachers at MRMS have come from a team-based culture and are very eager to return to it. In response to Bill's question related to teacher: student ratios, Craig would like to keep class sizes as small as possible.

#### D. PRESENTATION OF PROPOSED HS SCHEDULE MODEL (Exhibit D)

Eric Tracy noted there is no budget impact for this recommended change in schedule at the high school. There are some parts that will require contract approval. Like Craig, they reviewed survey data from students, teachers, and parents. The high school will reduce from three to two lunches. They will use a five day rotation to provide more continuity. Every class will meet four times per week for a total of 220 minutes using the 50 and 70 minute model. The Power Block will be 30 minutes long and will back up to the 70 minute block to allow for flexibility to extend AP Lab time to 100 minutes. There is great opportunity to extend every class throughout the week.

Eric explained the state requirement is 990 hours of time on learning per school year. The current schedule provides 966 hours without the Power Block, 1104 hours including the Power Block. The proposed schedule will provide 1026 hours of time on learning without the Power Block and 1140 total with. The new schedule provides more time in the classroom, more time with teachers, etc.

Eric included in his presentation prep time related to the new schedule. The current teacher contract allows for 410 minutes of prep time per week. During prep time teachers prepare for classes, correct, meet with students, make connections, work on projects, do research, etc. In the new schedule the prep time is increased to 440 minutes. It could be broken down into 320 minutes of individual prep time and 120 minutes of common planning time. Common Planning time could be done by department or grade level. Teachers could talk about and plan projects, labs, look at student work together and reach a consensus. Related to common planning time the building principal would take responsibility, but Eric would like to work with the curriculum leaders and Celeste to develop common assessments, projects-based learning opportunities, cross-curricular collaboration, and possibly team time for 9th grade as a transition piece. We want to be a model school ahead of the curve. Barbara was thrilled with the discussion of internships and sees it as a tremendous opportunity. She pointed out the importance of sharing with colleagues related to what they have learned and providing the time for collaboration. Bill likes the Common Planning Time. Eric responded that we all have to repeatedly look back at the strategic plan; how will departments work to achieve their goals?; give the professionals the opportunity to make these things happen; and continue to go back to the blueprint. Larry stated the critical element is the confidence that Eric and Craig are not dictating what gets done during CPT, but the principals make sure the time is used productively.

Deb asked about reviewing the impact to teachers of the high school proposed schedule. Eric presented to the staff as a whole. Some changes will impact their contract, some changes don't impact their contract, but how they teach. There are a lot of positives and some angst about who controls what. It will be part of the negotiation process. Bill asked Mike if they were looking for school committee approval; Mike replied the next steps don't include school committee approval, but conversations have begun with the union leadership related to the high school schedule. We have to bargain now; there is a contract in play.

Deb asked if the public is seeking a way to comment what is the best way? Craig stated there would be public information meetings about the new schedule. Jeff also pointed out that there is a public hearing for the FY16 budget at 6:30 p.m. on 1/22/15 prior to the regularly scheduled school committee meeting. The middle school changes are a budget item.

### E. DISCUSSION OF NEXT STEPS IN FY16 BUDGET REVIEW PROCESS (Continuation of Exhibit E)

After Craig Hovey and Eric Tracy's presentation, Mike and Jeff continued FY16 budget with suggested next steps and budget timeline. They suggested a future review of educational programing and all departmental budgets; review initial draft of district-wide 5-year Capital Improvement Plan; discuss a School Resource Officer Program in conjunction with the Hamilton & Wenham Police Departments. The projected cost of this would be \$75,000 per year. It is on the priority overlay tier 2 list. Jeff stated the Hamilton and Wenham police chiefs could come in to present and discuss. Deb asked if there was a problem we were trying to solve; Barbara suggested the committee look at it after the budget process time.

As part of the budget timeline there is a public hearing on the budget on January 22 at 6:30 pm before the regularly scheduled school committee meeting; a vote on the budget is scheduled by the school committee on 2/12. Hamilton and Wenham town meetings are on 4/11/15.

#### F. ADOPT TENTATIVE FY16 BUDGET (Exhibit F)

Deb Evans moved that The Hamilton-Wenham Regional School Committee approves a Tentative FY16 Total General Fund Expenditures Budget of \$30,323,089. This amount includes General Fund Operating Expenses (after Offsets) in the amount of \$28,329,602 and General Fund Debt Service Expenses in the amount of \$1,993,488. There are no General Fund Capital Expenditures included in the FY16 Tentative Budget. Furthermore, the Gross Operating Expenses of the District (before Offsets) have been allocated to the DESE-defined Accounts according to the "Summary by DESE Category" chart as presented in this Budget Presentation dated 1/08/2015. Approved 5-0-0

#### G. POLICIES 1<sup>st</sup> READING

- PARENTAL NOTIFICATION RELATIVE TO SEX EDUCATION (Exhibit G1)
   Barbara stated the district has been following the law, but the school committee did not previously have a policy.
- BACKGROUND CHECKS (Exhibit G2)
- MODEL CORI (Exhibit G3)

Cori check is every two years.

- STUDENT FEES, FINES, AND CHARGES (Exhibit G4)
- STUDENT HEALTH SERVICES (Exhibit G5)

On 1/22/15 there will be first readings of Class Size, Search and Seizure, Evaluation of Instructional Programming,

#### **OLD BUSINESS**

### A. REPORT ON 2014-2015 DISTRICT AND SCHOOL COMMITTEE GOAL PROGRESS (Exhibit H)

Mike and Celeste presented the mid-year report on District Improve Goals by reviewing the district mission. Strategic objectives for 2013-2018 are in instructional core, human resources development, and organizational structures.

Celeste reminded the committee of the presentations by the ELA and math curriculum leaders for K-5 and 6-12. Other subject areas will be presented in January. Aspen Curriculum Software will be implemented in February 2015 to store and allow revision of curriculum mapping.

Regarding instruction, the district has implemented a system based on the principles of the "Using Data" course to guide instructional improvements. Instructional strategies leverage the new technological resources available. The district has completed a DCAP to support the learning needs of all students. Additionally, the district has integrated results from the District Determined Measures (DDM) into the Data system and Teacher Evaluation System. Elementary Data teams are using grades K-5 student assessments to guide discussions. The middle school data team is being rebuilt.

Under Human Resources, the district has developed and implemented a focused set of evaluation indicators for professional staff. An advisory group is working to develop models for collecting student feedback. The document needs to be user friendly and developmentally appropriate for K-12. No student representative is currently part of the advisory group yet.

Related to Organizational Structures, Mike outlined that the district has implemented modifications to the 6-12 Curriculum Leader model including lines of reporting ( to the Assistant Superintendent of Curriculum and Learning) and professional development in Understanding by Design. Mike recommends continuing with this model. The HS and MS schedule teams presented recommendations for changes tonight; Facilities Department work is in progress with new facilities director in place. There are two open positions being filled.

Bill Wilson presented the progress report on School Committee goals. A cleaned up document will be sent out to SC members. In the interest of time, Bill did not detail every goal.

- 1. Complete the revision and updates of the HWRSD Policy Manual
  - a. Making great progress; we make sure we have the time to go through them at each meeting.
- 2. Finalize remaining responses to recommendations contained in the Operational Audit
  - a. We want to give this closure in the next 60 days after the budget process completes.
- 3. Start Phase 3 of Master Plan Project
  - a. The group is meeting and will come in to present to the SC on a future agenda.
- 4. Negotiate a new agreement with the HWREA & Superintendent
  - a. moving forward
- 5. Develop and approve a FY16 budget; develop a 3-year operating forecast; develop a 10-year capital plan
  - a. We've had great discussions on this

- 6. Develop a plan for maintaining continuity during transitions in SC membership
  - a. Stacey stated this is not being taken on by the Communications subcommittee; there is a plan that Donna Bunk has scanned. Jeanise (absent) is thought to have done a lot of work on this. Stacey is not optimistic that it will be finished by April. Barbara provided the "red book" from the MASC meeting to Bill Wilson; this document may have information the SC can use related to transition. The goal is presently at a standstill.
- 7. Pursue shared Department of Public Works
  - a. We need to circle back and put this on a future agenda before April.
- 8. Communications
- 9. School Committee Governance
  - a. Accolades to everyone working on the SC Protocols. This item is done.
- 10. Educating Gifted and Talented Students
  - a. This will not be completed before the end of the term, but discussions have been ongoing. It comes under the heading of differentiation; it's important to reach all learners and it needs to be more than just giving another worksheet to students who are doing quite well.
- B. 2<sup>NO</sup> READING POLICY PROMOTION & RETENTION OF STUDENTS (Exhibit I)
  Deb MOVED THAT THE HW REGIONAL SCHOOL COMMITTEE VOTE TO APPROVE THE POLICY
  PROMOTION & RETENTION OF STUDENTS AS PRESENTED. Approved 5-0-0

#### **Adjournment**

Deb Evans moved that the HW Regional School Committee move to adjourn at 10:08 pm. Approved 5-0-0

Respectfully submitted, Janice Gauthier



#### Grant Acknowledgement and Acceptance of Terms

#### PLEASE COMPLETE AND RETURN BY EMAIL TO THE FOLLOWING:

- 1. Edfund-Amy DeSimone at amydesimone12@gmail.com and
- 2. Hamilton Wenham Administration-Vincent Leone at v.leone@hwschools.net

We accept this grant from the **Hamilton Wenham Education Foundation** and agree to abide by the following associated provisions and obligations:

- 1) The purpose of the grant is to be accomplished as proposed. The project's current budget, as previously submitted to the Edfund with the grant proposal, accurately reflects the grantee's intentions to expend the amount of this grant. Expenses not included in the project budget must be approved in advance by the Edfund
- 2) Any photos and student feedback will be provided to the Edfund within 30 days of the grant's implementation. If applicable, student feedback can be a handwritten paragraph reviewing their experience.
- 3) Funds not used for the express purposes described in the grant proposal that are not used by the end of the 2014-2015 school year (or a mutually agreed upon date) are to be returned to the Edfund.
- 4) It is not necessary to issue a tax receipt for this donation as the Edfund is a 501 (c) (3) public charity. Also, please keep in mind that public schools do not have to pay a sales tax.

The Grantee's deposit or endorsement of the enclosed check will also constitute its agreement to the terms and conditions set forth above.

School Name: Hamilton Wenham Regional High School

Name of Contact on the Edfund Grants Subcommittee: Donna Gourdeau

Title of Grant Application: 21st Century Learning Space Pilot

Grant Amount Approved and Date Requested: \$13,436.43

Grant Requestor's Name: Bryan Menegoni Title: Assistant Principal, HWRHS

Email Address and Phone Number: <u>b.menegoni@hwschools.net</u> <u>978-468-0488</u>

#### Please attach a detailed budget with payment instructions below for District payment

Check should be payable to:

Please remit check to (contact name):

Address of where check should be sent:

Date by which check should be sent:



#### HAMILTON WENHAM EDFUND PROJECT GRANT APPLICATION FORM

Project grants are for projects of \$1,000 or more, and should be designed to influence or advance the school system's interest in areas such as curriculum, technology, teaching methods, special school projects or specific innovative interdisciplinary projects.

Name(s) of Application Contact(s): Bryan Menegoni

Submission date: October 24, 2014

Date approval needed: December 1, 2014

Contact(s) phone number: 978-468-0488

Email: b.menegoni@hwschools.net

Position or Title of Application Contact(s): Assistant Principal, HWRHS

Grant Title: 21st Century Learning Spaces Pilot

School(s): HWRHS

Grade(s): 9-12

Amount requested: \$12,216.00

Recurring costs: \$0

Please address the following topics:

Has this grant been funded in the past? If yes, from what source?

2. Description of project and purpose.

The high school has made a significant effort to promote 21<sup>st</sup> century learning during the past few years. The infusion of technology has made possible more collaborative and creation-based classrooms. We are, however, extremely limited by our facility. The high school does not have flexible learning spaces, nor do we have a large group instructional room that can support the type of activities that would enhance the experiences of our school and community. In addition, the classroom furniture in the high school is most closely aligned with the educational expectations that came with the creation of the facility in 1962.

We need learning spaces that support the types of experiences that our students will need to be successful in the 21<sup>st</sup> century. One of the most critical skills, identified not only by educators but also by leaders in industry, is collaboration. Effective collaboration in schools is highly influenced by flexible learning spaces. Although we cannot readily change our structure to support more flexibility, we can add furniture that promotes more active collaboration between students,

The Node Chair (see attached photo) provides for the flexibility that we need in our school. Teachers and students can quickly rearrange classrooms to engage in individual, small group, and large group learning experiences. The space underneath the Node Chairs allows for more space for movement in the classroom and also provides a protected location for temporary storage of the technology that students must be able to access quickly.

The purpose of this request is to furnish one entire classroom with Node Chairs. One classroom is comprised of 24 student seats. This will allow the teachers in that room to make use of the flexible space. Furthermore, the learning that comes from working in a flexible space will be shared with other teachers and can be used to advocate for additional rooms to be outfitted as part of the budgeting process in future years. Finally, the creation of more flexible spaces is aligned with the development of our 1:1 learning program as we seek to promote more collaboration in our classes.

3. Describe how this grant meets the goals of the Edfund Grants Program (see Edfund Grant Guidelines and Criteria at http://hwedfund.org/applications-criteria.htm.)

This project will enhance the work that has been done to promote more a creative and collaborative learning environment. Along with the assistance of the Edfund, we have put into the hands of the teachers and students the technology that they need to engage in 21<sup>st</sup> Century learning. The additional investment in the actual learning spaces will help solidify the expectation that our students will learn together with each other in a collaborative and creative environment.

This project is tightly aligned with the goals of the District. From the Core Beliefs, "We believe successful members of our global economy and engaged citizens of the 21st Century are effective communicators, collaborative, critical thinkers, and problem-solvers." To help our students achieve this, we must place them in environments that foster these skills. A flexible learning space would provide such an environment where students can move quickly between individual, small-group, and large-group instructional situations.

- 3. Number of students and/or teachers to benefit.

  There are at least two teachers that will have the opportunity to use this space. Approximately 120-140 students will work in this classroom.
- 4. Budget Detail (Please list or attach itemized sheet of all costs for speaker, guest performer, training, consultant, equipment, materials, etc. and include when appropriate, photocopy of catalog page, price list or other documentation of cost). The estimated ratio of dollars spent per student is taken into consideration.

See attached.

Additional Comments: \_\_\_\_

- Possible future expenditures linked to this project (i.e. maintenance, parts replacement, professional development, etc.) including timeframes.
   None
- 6. Method of evaluating success of project (i.e. student feedback).

  This project will be evaluated through two dimensions. First, the teachers who work in the room will indicate the number of times they are able to transition between different arrangements. Teachers will also describe the efficiency with which these transitions occur. Students will be surveyed as to their opinion of the Node Chairs as well as their perceptions of the amount and effectiveness of collaboration afforded by the flexible space.

Signature(s) of Appli	cant(s):		Date: 10/27/19
	Approval		
edfundgrants@gmail.	pplication to your Principal for app <u>com,</u> Edfund Grants Committee Ch	air with a copy t	
Schools for Learning,	Dr. Celeste Bowler at c.bowler@hw	schools.net.	
Principal:		Date:!	t/14
		l	<i>l</i> '
$\circ$			Revised 9/14/2012

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items in Your Cart:		Price	Price Quantity	
	Node, Tripod Base (http://store.steelcase.com/products/pode/) Product Code: NODE	\$509.00	24	\$12,216.00
Ö	Base Color: Platinum (6249) Shell Color: Jazz (6336) Back Height: High-Back Worksurface: Worksurface Worksurface Color: Element (6337) Casters: Hard Floor Caster			Remove
				\$12,216.00
0			·	- \$0.00
Subtotal:				\$12,216.00

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[8bcf00da432&crid=6082&placementtype=120x90&pricingModel=CPM&profileid=&publid=c0d9735421&redirecturi=https%3A%2F%2Fwww.securecheckout.billmelater.com%2Fpscontent%2Ffctch%3Fhash%3DAU826TU8%26content%3D%2Fbmiweb%2Fppwpsiw.html&refid=620dd058-3cdc-49cn-n7a2-2nfa1n3616c9&sign=V1sPbVXid-7hTwB66Z1OnO&t=1414151947966&tti=5914792034&troffset=-7&version=2.4&width=120)

#### Additional

- You can also order by calling (800) 516-3454
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#### Budget for Phase I of 21st Century Learning Spaces Grant: Verb Tables and Node Chairs

ltem	Cost per Unit	Unit(s)	Total Coat	
Verb Table	\$426.55		12	\$5,118.60
White Boards	\$85.17		12	\$1,022.04
Node Chairs	\$222.87		24	\$5,348.88
Instructor Table	\$1,016.91		1	\$1,016.91
Delivery	\$810.00		1	\$810.00
		TOTAL COST		\$13,316.43

#### Quotation

## **!** RED THREAD

#### 617.439.4900 www.red-thread.com

Page 1 of 3

Quote	Quote	Customer Order Number	Customer	Account	Project
Number	Date		Number	Representative	ID
593119	12/23/2014		VAU900	Vautrin, Chelsea	

QUOTE TO:

BRIAN MENEGONI

SHIP TO: BRIAN MENEGONI

HAMILTON WENHAM HIGH SCHOOL

HAMILTON WENHAM HIGH SCHOOL

775 Bay Rd

775 Bay Rd

South Hamilton, MA 01982-1053

South Hamilton, MA 01982-1053

P: 1.978.468.0488

P: 1.978.468.0488

Terms:

NET 10 DAYS

Sales Loc.: Boston

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
1		480110 STE	222.87	5,348.88
		Node; Chair, Tripod base  BASE :6249 PLATINUM SOLID  PAINT :0835 BLACK  SHELL :6333 PICASSO  OPTIONS * * OPTIONS * *  CASTERS *OPT:CASTERS OPTIONS  HARD CST HARD CASTERS		
2	12 Т	VTC3060 STE  Table-Chevron, 30W x 60L  EDGE :6237 CLEAR MAPLE  LEGS :7243 SEAGULL  TOP-SURF:2409 CLEAR MAPLE (HPL)  OPTIONS * * OPTIONS * *  LEG OPT *OPT:LEG OPTIONS  LKCASTER ACCESS LEG W/LOCKING  CASTERS	436.55	5,238.60
		DOCK OPT *OPT:DOCK STORAGE OPTIONS SIDEHOOK SIDE DOCK AND HOOK (2 PAIR) PLASTIC PLASTIC PLASTIC *PLASTIC:PLASTIC 6249 PLATINUM SOLID		
3	12 Т	VWB2 STE Whiteboard, 2 sides	85.17	1,022.04
4	1 т	VTSC3060R STE Teaching station, Right hand, 30D x 60W BASIC :7360 MERLE	1,016.91	1,016.91

This quo	ation is subject to Red Thread's standard terms and condition	ins which are available to the accepting party upon request.	
Accepted by:	Title:	Date:	_

#### Quotation

# **CIRED THREAD**

617.439.4900 www.red-thread.com

Page 2 of 3 (cont'd)

Quot Numb	4.0	Quote Date	Customer Order Number	Customer Number		Account Representative		Project ID
59311	.9	12/23/2014		VAU900	Va	utrin, Chelsea		
Line	Q	uantity	Catalog Number /	Description		Unit Price		ended nount
		LE MC SU TC OP	GE :6237 CLEAR MAPLE GS :7243 SEAGULL D PNL :7241 ARCTIC WHITE RFACE :6249 PLATINUM SOLID P-SURF:2409 CLEAR MAPLE (HI TIONS * * OPTIONS * * G OPT *OPT:LEG OPTION: CASTER ACCESS LEG W/1 CASTERS	PL) S				
<del></del>	<del></del>		QUOTA	ATION TOTALS				
						Sub Total	:	12,626.43
						VERY CHARGES		810.00
					1	MASSACHUSETTS		789.15
						Grand Total	•	14,225.58

•	This quotation is subject to Red Thread's standard terms and conditions which are available to the accepting party upor	ı request.
Accepted by:	Title:	Date:

# **LIRED THREAD**

617.439.4900 www.red-thread.com

Page 3 of 3 (cont'd)

Quote	Quote	Customer Order Number	Customer	Account	Project
Number	Date		Number	Representative	ID
593119	12/23/2014		VAU900	Vautrin, Chelsea	

### **Standard Terms and Conditions**

These Standard Terms and Conditions are hereby incorporated into any order, quotation, proposal or agreement (hereinafter 'Order') for goods and/or services from Red Thread Spaces LLC d/b/a Red Thread (hereinafter 'Seller') to the party identified as the customer, buyer or purchaser in the Order (hereinafter, "Buyer"). By accepting or entering into the Order, Buyer agrees to be bound by all of the terms and conditions stated herein.

- 1. Payment Torms. Except as otherwise expressly stated in the Order, a deposit of at least 33% of the Order price is required, and payment of the balance is due and payable 10 days after invoice date. Goods and/or services will be invoiced as delivered and/or provided to Buyer. Buyer is required to pay all sales, use and other taxes on all goods and services provided, and promptly reimburse Seller for such taxes even in not shown on the Order or invoice. Any Buyer claiming to be exempt from taxes must provide Seller with a valid exemption certificate. Buyer must notify Seller within 10 days after the invoice date setting forth in detail the basis of any disputed item. Notwithstanding the existence of any disputed item, payment for all items not so disputed within said 10-day period shall be due and payable 10 days after the invoice date. Interest at the rate of 1.5% per month will accrue on outstanding monthly balances after the date payment is due until paid, and accrued but unpaid interest will be added to the outstanding balance on a monthly basis. Buyer agrees to pay all costs incurred by Seller in collecting any outstanding balances, including but not limited to reasonable attorney's fees.
- 2. Cancellations and Changes. All Orders are firm and not subject to cancellation or change without Seller's written agreement. If Seller agrees to cancellation or changer, Buyer shall pay all cancellation, restocking and handling charges.
- 3. Delivery Dates and Schedule Changes. If Buyer is unable to receive goods as scheduled, Seller will arrange for storage of goods, if required. All costs of double handling, demurrage, extra trucking, storage, risk of loss and insurance incurred by Seller as a result of such changes or delays will be borne by Buyer In the event that goods must be stored beyond 10 days, Saller will invoice Buyer for goods as though the Order was delivered to Buyer and such invoice shall be due and payable 10 days after invoice date. Placement of the goods in storage by Seller is deemed delivery by Seller and receipt by Buyer.
- 4. Conditions of Job Site. At time of delivery or installation, the job site must be clear and free of all debris and other tradespeople. Electric current, heat, hoisting and/or clevator service, and adequate facilities for off-loading, staging, storing, moving and handling of goods to be delivered and installed must be provided by Buyer without charge to Seler. Failure of the job site to conform to these requirements may result in project delays and additional costs and expenses, which shall be borne by Buyer.
- 5. Delivery and Installation. Unless otherwise stated in the Order, delivery and installation will occur during Seller's normal work hours using non-union labor, paid at non-prevailing wages. Buyer shall be responsible for payment of all costs incurred as a result of Buyer's request for delivery or installation outside of Seller's normal work hours, including but not limited to overtime and any other additional labor casts. Buyer shall pay all costs of job-site trade regulations enforced at the time of delivery and/or installation, including any requirement that delivery and/or installation be completed by on-site tradesman.
- Work by Others. Buyer shall be responsible for connection of electrical panels or components to the building power source unless separately stated.
   Buyer shall be responsible for structural integrity of any walls in which product will be mounted, effects of building vibrations on electrical components and for measurements that can't be verified at time of Order placement.
- 7. Reaponsibility for Delivered Goods. Goods shall be deemed delivered to Buyer upon delivery to the job site. Buyer shall thereafter bear all risk of loss. Buyer is responsible to receive, unload and inspect product for damage and notify Soller of damage within two days of product receipt if Buyer requested that product be drop shipped directly to Buyer. Damaged goods and packaging must be retained for inspection by the carrier. Soller shall not be responsible for any losses sustained due to Buyer's failure to notify Soller timely. Soller's invoices shall be paid in full by Buyer when due trespective of pending freight claims.
- 8. Acceptance of Installed Items. All goods installed by Seller shall be conclusively deemed to be in accordance with Buyer's specifications and accepted by the Buyer upon completion of installation unless written notice to the contrary is furnished to Seller within 3 business days after completion of installation.
- 9. Warranty. Soller will, to the extent assignable, assign any product warranties supplied or furnished by the manufacturer to the Buyer. Seller will provide labor at no charge to correct any labor deficiency for 60 days from date of installation. Seller will provide labor at no charge to repair or replace defective products and parts during the first 60 days of the manufacturer's warranty period. After 60 days, Seller shall provide labor at no charge to Buyer to repair or replace defective products and parts only if and to the extent such labor is included in the manufacturer's warranty.

NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, ARE EXTENDED BY SELLER. SELLER HEREBY DISCLAIMS ALL OTHER WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

- 10. Limitation of Liability.
- A. Delays and Extensions of Time. No liability shall accrue against Seller from any act or neglect of Buyer, any Order changes requested by Buyer, any delay authorized or caused by Buyer, any strike, lockout, work stoppage or other labor dispute, any fire, accident or other casualty, any unusual delay in deliveries or inability to obtain goods or materials, any act of God, or any other cause beyond Seller's control.
- B. SELLER'S LIABILITY FOR GOODS AND SERVICES PROVIDED SHALL BE LIMITED TO THE INVOICED VALUE OF SUCH GOODS AND SERVICES AND IN NO EVENT SHALL SELLER'S TOTAL LIABILITY TO BUYER FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION (REGARDLESS OF THE LEGAL THEORY) EXCEED THE AMOUNT PAID BY SUYER (IF ANY) FOR SUCH GOODS AND SERVICES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, DIRECT, SPECIAL, PUNITIVE, OR OTHER DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF INCOME, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF BUSINESS REPUTATION, OR OTHER PECUNIARY LOSS) ARISING OUT OF ANY GOODS OR SERVICES PROVIDED BY SELLER TO BUYER, EVEN IP SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### 11. Miscellaneous

- A. Governing Law; Severability. These Standard Terms and Conditions shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, excluding that body of law capplicable to choice of law. Any suit by either party shall be brought only in Massachusetts. The parties hereto waive all rights, if any, to a jury trial in any disputes arising from or relating to Order and waive any argument that venue is not appropriate or convenient. If any provision is found to be unenforceable, the remainder of these Standard Terms and Conditions shall continue in full force and effect.
- B. Complete Understanding: Modification. These Standard Terms and Conditions supersede all prior agreements and understandings between the parties with respect to its subject matter. Any emendments to these Standard Terms and Conditions must be in writing and shall not take effect unless signed by an authorized officer of each of the parties.
- C. Security Interest. Buyer grants Seller a security interest in products sold until payment in full is received by Seller. Buyer grants Seller all of the rights and remedies of a secured party under the Uniform Commercial Code. Buyer appoints Seller as its attorney-in-fact for the purpose of executing a UCC-1 Financing Statement or other documents as may be necessary to perfect this security interest.

This quotation is subject to Rec	d Thread's standard terms and conditions which are ava	illable to the accepting party upon request.
Accepted by:	Title:	Date:

H8043

#### PARENTAL NOTIFICATION RELATIVE TO SEX EDUCATION

In accordance with General Laws Chapter 71, Section 32A, the Hamilton-Wenham Regional School Committee has adopted this policy on the rights of parents and guardians of our students in relation to curriculum that primarily involves human sexual education or human sexuality issues.

At the beginning of each school year, all parents/guardians of students in our schools will be notified in writing of the courses and curriculum we offer that primarily involve human sexual or human sexuality issues. The Superintendent of Schools will determine the administrator(s) responsible for sending the notice(s). Parents/guardians of students who enroll in school after the start of the school year will be given the written notice at the time of enrollment. If planned curricula change during the school year, to the extent practicable, parents/guardians will be notified of this fact in a timely manner before implementation.

Each such notice to parents/guardians will include a brief description of the curriculum covered by this policy, and will inform parents/guardians that they may:

- 1. Exempt their child from any portion of the curriculum that primarily involves human sexual education or human sexual issues, without penalty to the student, by sending a letter to the school Principal requesting an exemption. Any student who is exempted by request of the parent/guardian under this policy may be given an alternative assignment.
- 2. Inspect and review program instruction materials for these curricula, which will be made reasonably accessible to parents/guardians and others to the extent practicable. Parents/guardians may arrange with the Principal to review the materials at the school and may also review them at other locations that may be determined by the Superintendent of Schools.

A parent/guardian who is dissatisfied with a decision of the Principal concerning notice, access to instructional materials, or exemption for the student under this policy may send a written request to the Superintendent for review of the issue. The Superintendent or designee will review the issue and give the parent/guardian a timely written decision, preferably within two weeks of the request. A parent/guardian who is dissatisfied with the Superintendent's decision may send a written request to the School Committee for review of the issue. The School Committee will review the issue and give the parent/guardian a timely written decision, preferably within four weeks of the request. A parent/guardian who is still dissatisfied after this process may send a written request to the Commissioner of Education for review of the issue in the dispute.

The Superintendent of Schools will distribute a copy of this policy to each Principal by September 1 of each year.

SOURCE: MASC

REF.: Dept. of Elementary and Secondary Education

Policy Review: 1st Reading: January 8, 2015 2<sup>nd</sup> Reading: January 22, 2015

Policy Adopted:

A1016

### **BACKGROUND CHECKS**

It shall be the policy of the school district that, as required by law, a state and national fingerprint criminal background check will be conducted to determine the suitability of full or part time current and prospective school employees, who may have direct and unmonitored contact with children. School employees shall include, but not be limited to any apprentice, intern, or student teacher or individuals in similar positions, who may have direct and unmonitored contact with children. The School Committee shall only obtain a fingerprint background check for current and prospective employees for whom the School Committee has direct hiring authority. In the case of an individual directly hired by a school committee, the chair of the School Committee shall review the results of the national criminal history check. The Superintendent shall also obtain a state and national fingerprint background check for any individual who regularly provides school related transportation to children. The School Committee, Superintendent or Principal, as appropriate, may obtain a state and national fingerprint criminal background check for any volunteer, subcontractor or laborer commissioned by the School Committee, school or employed by the city or town to perform work on school grounds, who may have direct and unmonitored contact with children. School volunteers and subcontractors/laborers who may have direct and unmonitored contact with children must continue to submit state CORI checks.

The fee charged by the provider to the employee and educator for national fingerprint background checks will be \$55.00 for school employees subject to licensure by DESE and \$35.00 for other employees, which fee may from time to time be adjusted by the appropriate agency. The employer shall continue to obtain periodically, but not less than every 3 years, from the department of criminal justice information services all available Criminal Offender Record Information (CORI) for any current and prospective employee or volunteer within the school district who may have direct and unmonitored contact with children.

Direct and unmonitored contact with children is defined in DESE regulations as contact with a student when no other employee who has received a suitability determination by the school or district is present. "Contact" refers to any contact with a student that provides the individual with opportunity for physical touch or personal communication.

This policy is applicable to any fingerprint-based state and national criminal history record check made for non-criminal justice purposes and requested under applicable federal authority and/or state statute authorizing such checks for licensing or employment purposes. Where such checks are allowable by law, the following practices and procedures will be followed.

### Requesting CHRI (Criminal History Record Information) checks

Fingerprint-based CHRI checks will only be conducted as authorized by state and federal law, in accordance with all applicable state and federal rules and regulations. If an applicant or employee is required to submit to a fingerprint-based state and national criminal history record check, he/she shall be informed of this requirement and instructed on how to comply with the law. Such instruction will include information on the procedure for submitting fingerprints. In addition, the applicant or employee will be provided with all information needed to successfully register for a fingerprinting appointment.

### **Access to CHRI**

All CHRI is subject to strict state and federal rules and regulations in addition to Massachusetts CORI laws and regulations. CHRI cannot be shared with any unauthorized entity for any purpose, including subsequent hiring determinations. All receiving entities are subject to audit by the Massachusetts

Policy Review: 1st Reading: January 8, 2015

2<sup>nd</sup> Reading: January 22, 2015

Policy Adopted:

Vote:

Department of Criminal Justice Information Services (DCJIS) and the FBI, and failure to comply with such rules and regulations could lead to sanctions. Federal law and regulations provide that the exchange of records and information is subject to cancellation if dissemination is made outside of the receiving entity or related entities. Furthermore, an entity can be charged criminally for the unauthorized disclosure of CHRI.

#### Storage of CHRI

CHRI shall only be stored for extended periods of time when needed for the integrity and/or utility of an individual's personnel file. Administrative, technical, and physical safeguards, which are in compliance with the most recent CJIS Security Policy, have been implemented to ensure the security and confidentiality of CHRI. Each individual involved in the handling of CHRI is to familiarize himself/herself with these safeguards.

In addition to the above, each individual involved in the handling of CHRI will strictly adhere to the policy on the storage, retention and destruction of CHRI.

### **Retention and Destruction of CHRI**

Federal law prohibits the repurposing or dissemination of CHRI beyond its initial requested purpose. Once an individual's CHRI is received, it will be securely retained in internal agency documents for the following purposes *only*:

Historical reference and/or comparison with future CHRI requests,

Dispute of the accuracy of the record

Evidence for any subsequent proceedings based on information contained in the CHRI.

CHRI will be kept for the above purposes in a secure location in the office of the superintendent. When no longer needed, CHRI and any summary of CHRI data must be destroyed by shredding paper copies and/or by deleting all electronic copies from the electronic storage location, including any backup copies or files. The shredding of paper copies of CHRI by an outside vendor must be supervised by an employee of the district.

### **CHRI Training**

An informed review of a criminal record requires training. Accordingly, all personnel authorized to receive and/or review CHRI at the district will review and become familiar with the educational and relevant training materials regarding SAFIS and CHRI laws and regulations made available by the appropriate agencies, including the DCJIS.

### **Determining Suitability**

In determining an individual's suitability, the following factors will be considered: these factors may include, but not necessarily be limited to: the nature and gravity of the crime and the underlying conduct, the time that has passed since the offense, conviction and/or completion of the sentence, nature of the position held or sought, age of the individual at the time of the offense, number of offenses, any relevant evidence of rehabilitation or lack thereof and any other factors deemed relevant by the district.

A record of the suitability determination will be retained. The following information will be included in the determination:

The name and date of birth of the employee or applicant;

The date on which the school employer received the national criminal history check results; and,

The suitability determination (either "suitable" or "unsuitable")

A copy of an individual's suitability determination documentation must be provided to another school employer, or to the individual, upon request of the individual for whom the school employer conducted a suitability determination.

Policy Review: 1st Reading: January 8, 2015

2<sup>nd</sup> Reading: January 22, 2015

Policy Adopted:

Vote:

### **Relying on Previous Suitability Determination**

The school employer may obtain and may rely on a favorable suitability determination from a prior employer, if the following criteria are met:

The suitability determination was made within the last seven years; and

The individual has not resided outside of Massachusetts for any period longer than three years since the suitability determination was made; and either

The individual has been employed continuously for one or more school employers or has gaps totaling no more than two years in his or her employment for school employers; or

If the individual works as a substitute employee, the individual is still deemed suitable for employment by the school employer who made a favorable suitability determination.

Upon request of another school employer, the initial school employer shall provide documentation that the individual is still deemed suitable for employment by the initial school employer.

## **Adverse Decisions Based on CHRI**

If inclined to make an adverse decision based on an individual's CHRI, the district will take the following steps prior to making a final adverse determination:

Provide the individual with a copy of his/her CHRI used in making the adverse decision;

Provide the individual with a copy of this CHRI Policy;

Provide the individual the opportunity to complete or challenge the accuracy of his/her CHRI;

and

Provide the individual with information on the process for updating, changing, or correcting CHRI.

A final adverse decision based on an individual's CHRI will not be made until the individual has been afforded a reasonable time depending on the particular circumstances not to exceed thirty days to correct or complete the CHRI.

If a school employer receives criminal record information from the state or national fingerprint-based background checks that includes no disposition or is otherwise incomplete, the school employer may request that an individual, after providing him a copy of said background check, provide additional information regarding the results of the criminal background checks to assist the school employer in determining the applicant's suitability for direct and unmonitored contact with children, notwithstanding the terms of General Laws chapter 151B, S. 4,(9,9 ½). Furthermore, in exigent circumstances, a school employer may, pursuant to the terms of DESE regulations (see specific regulations in legal references), hire an employee on a conditional basis without first receiving the results of a national criminal background check. After exhausting several preliminary steps as contained in the above referenced regulation the district may require an individual to provide information regarding the individual's history of criminal convictions; however, the individual cannot be asked to provide information about juvenile adjudications or sealed convictions. The superintendent is advised to confer with legal counsel whenever he/she solicits information from an individual concerning his/her history of criminal convictions.

### **Secondary Dissemination of CHRI**

If an individual's CHRI is released to another authorized entity, a record of that dissemination must be made in the secondary dissemination log. The secondary dissemination log is subject to audit by the DCJIS and the FBI.

Policy Review: 1st Reading: January 8, 2015

2<sup>nd</sup> Reading: January 22, 2015

Policy Adopted:

Vote:

The following information will be recorded in the log:

Subject Name Subject Date of Birth Date and Time of the dissemination Name of the individual to whom the information was provided Name of the agency for which the requestor works Contact information for the requestor; and The specific reason for the request

### Reporting to Commissioner of Elementary and Secondary Education

Pursuant to state law and regulation, if the district dismisses, declines to renew the employment of, obtains the resignation of, or declines to hire a licensed educator or an applicant for a Massachusetts educator license because of information discovered through a state or national criminal record check, the district shall report such decision or action to the Commissioner of Elementary and Secondary Education in writing within 30 days of the employer action or educator resignation. The report shall be in a form requested by the Department and shall include the reason for the action or resignation as well as a copy of the criminal record checks results. The superintendent shall notify the employee or applicant that it has made a report pursuant to the regulations to the Commissioner.

Pursuant to state law and regulation, if the district discovers information from a state or national criminal record check about a licensed educator or an applicant for a Massachusetts educator license that implicates grounds for license action pursuant to regulations, the Superintendent shall report to the Commissioner in writing within 30 days of the discovery, regardless of whether the district retains or hires the educator as an employee. The report must include a copy of the criminal record check results. The school employer shall notify the employee or applicant that it has made a report pursuant to regulations to the Commissioner and shall also send a copy of the criminal record check results to the employee or applicant.

### **C.O.R.I. REQUIREMENTS**

It shall be the policy of the district to obtain all available Criminal Offender Record Information (CORI) from the department of criminal justice information services of prospective employee(s) or volunteer(s) of the school department including any individual who regularly provides school related transportation to children, who may have direct and unmonitored contact with children, prior to hiring the employee(s) or to accepting any person as a volunteer. State law requires that school districts obtain CORI data for employees of taxicab companies that have contracted with the schools to provide transportation to pupils.

The Superintendent, Principal, or their certified designees shall periodically, but not less than every three years, obtain all available Criminal Offender Record Information from the department of criminal justice informational services on all employees, individuals who regularly provide school related transportation to children, including taxicab company employees, and volunteers who may have direct and unmonitored contact with children, during their term of employment or volunteer service.

The Superintendent, Principal, or their certified designees may also have access to Criminal Offender Record Information for any subcontractor or laborer who performs work on school grounds, and who may have direct and unmonitored contact with children, and shall notify them of this requirement and comply with the appropriate provisions of this policy.

Policy Review: 1st Reading: January 8, 2015 2<sup>nd</sup> Reading: January 22, 2015

Policy Adopted:

Vote:

Pursuant to a Department of Education regulation, "'Direct and unmonitored contact with children' means contact with students when no other employee, for whom the employer has made a suitability determination of the school or district, is present. "Contact" refers to any contact with a student that provides the individual with opportunity for physical touch or personal communication. The school employer may determine when there is potential for direct and unmonitored contact with children by assessing the circumstances and specific factors including but not limited to, whether the individual will be working in proximity with students, the amount of time the individual will spend on school grounds, and whether the individual will be working independently or with others. An individual shall not be considered to have the potential for direct and unmonitored contact with children if he or she has only the potential for incidental unsupervised contact in commonly used areas of the school grounds."

In accordance with state law, all current and prospective employees, volunteers, and persons regularly providing school related transportation to children of the school district shall sign an acknowledgement form authorizing receipt by the district of all available CORI data from the department of criminal justice information services. In the event that a current employee has a question concerning the signing of the acknowledgement form, he/she may meet with the Principal or Superintendent; however, failure to sign the CORI acknowledgement form may result in a referral to local counsel for appropriate action. Completed acknowledgement forms must be kept in secure files. The School Committee, Superintendent, Principals or their designees certified to obtain information under the policy, shall prohibit the dissemination of school information for any purpose other than to further the protection of school children.

CORI is not subject to the public records law and must be kept in a secure location, separate from personnel files and may be retained for not more than three years. CORI shall be shared with the individual to whom it pertains, pursuant to law, regulation and the following model policy, and in the event of an inaccurate report the individual should contact the department of criminal justice informational services.

Access to CORI material must be restricted to those individuals certified to receive such information. In the case of prospective employees or volunteers, CORI material should be obtained only where the Superintendent had determined that the applicant is qualified and may forthwith be recommended for employment or volunteer duties.

The hiring authority, subject to applicable law and the model policy, reserves the exclusive right concerning any employment decision.

The Superintendent shall ensure that on the application for employment and/or volunteer form there shall be a statement that as a condition of the employment or volunteer service the school district is required by law to obtain Criminal Offender Record Information for any employee, individual who regularly provides transportation, or volunteer who may have direct and unmonitored contact with children. Current employees, persons regularly providing school related transportation, and volunteers shall also be informed in writing by the Superintendent prior to the periodic obtaining of their Criminal Offender Record Information.

The Superintendent shall amend employment applications to include questions concerning criminal records which the Massachusetts Commission against Discrimination has determined may be legally asked of prospective employees. Any employment application which seeks information concerning prior arrests or convictions of the applicant shall include the following statement: "An applicant for employment with a sealed record on file with the commission of probation may answer 'no record' with respect to an inquiry herein relative to prior arrests or criminal court appearances. In addition, any applicant for employment may answer 'no record' with respect to any inquiry relative to prior arrests, court appearances and adjudications in all cases of delinquency or as a child in

Policy Review: 1st Reading: January 8, 2015

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Policy Adopted:

Vote:

need of service which did not result in a compliant transferred to the superior court for criminal prosecution."

Records sealed pursuant to law shall not operate to disqualify a person in any examination, appointment or application for public service on behalf of the Commonwealth or any political subdivision thereof.

The Superintendent shall revise contracts with special education schools and other providers to require a signed statement that the provider has met all legal requirements of the state where it is located relative to criminal background checks for employees and others having direct and unmonitored contact with children.

LEGAL REFS.: M.G.L.<u>6:167</u>-178; <u>15D:7</u>-8; <u>71:38R</u>, <u>151B</u>, <u>276:100A</u>

P.L. 92-544; Title 28 U.S.C. § 534; Title 28 C.F.R. 20.33(b)

42 U.S.C. § 16962 603 CMR <u>51.00</u> 803 CMR 2.00

803 CMR 3.05 (Chapter 149 of the Acts of 2004)

**FBI Criminal Justice Information Services Security Policy** 

Procedure for correcting a criminal record

FAQ - Background Checks

SOURCE: MASC October 2014

Policy Review: 1st Reading: January 8, 2015 2nd Reading: January 22, 2015

Policy Adopted:

Vote:

A1008

### **DCJIS MODEL CORI POLICY**

This policy is applicable to the criminal history screening of prospective and current employees, subcontractors, volunteers and interns, and professional licensing applicants.

Where Criminal Offender Record Information (CORI) and other criminal history checks may be part of a general background check for employment, volunteer work, licensing purposes, the following practices and procedures will be followed.

### **CONDUCTING CORI SCREENING**

CORI checks will only be conducted as authorized by the DCJIS, state law, and regulation, and only after a CORI Acknowledgement Form has been completed.

If a new CORI check is to be made on a subject within a year of his/her signing of the CORI Acknowledgement Form, the subject shall be given seventy two (72) hours' notice that a new CORI check will be conducted.

### **ACCESS TO CORI**

All CORI obtained from the DCJIS is confidential, and access to the information must be limited to those individuals who have a "need to know". This may include, but not be limited to, hiring managers, staff submitting the CORI requests, and staff charged with processing job applications. The district must maintain and keep a current list of each individual authorized to have access to, or view, CORI. This list must be updated every six (6) months and is subject to inspection upon request by the DCJIS at any time.

### **CORI TRAINING**

An informed review of a criminal record requires training. Accordingly, all district personnel authorized to review or access CORI will review, and will be thoroughly familiar with, the educational and relevant training materials regarding CORI laws and regulations made available by the DCJIS.

## **USE OF CRIMINAL HISTORY IN BACKGROUND SCREENING**

CORI used for employment purposes shall only be accessed for applicants who are otherwise qualified for the position for which they have applied.

Unless otherwise provided by law, a criminal record will not automatically disqualify an applicant. Rather, determinations of suitability based on background checks will be made consistent with this policy and any applicable law or regulations.

#### **VERIFYING A SUBJECT'S IDENTITY**

If a criminal record is received from the DCJIS, the information is to be closely compared with the information on the CORI Acknowledgement Form and any other identifying information provided by the applicant to ensure the record belongs to the applicant.

If the information in the CORI record provided does not exactly match the identification information provided by the applicant, a determination is to be made by an individual authorized to make such determinations based on a comparison of the CORI record and documents provided by the applicant.

Policy Review: 1st Reading: January 8, 2015

2nd Reading: January 22, 2015

Policy Adopted:

Vote:

### **INQUIRING ABOUT CRIMINAL HISTORY**

In connection with any decision regarding employment, volunteer opportunities, or professional licensing, the subject shall be provided with a copy of the criminal history record, whether obtained from the DCJIS or from any other source, prior to questioning the subject about his or her criminal history. The source(s) of the criminal history record is also to be disclosed to the subject.

### **DETERMINING SUITABILITY**

If a determination is made, based on the verification of identity information as provided in this policy, that the criminal record belongs to the subject, and the subject does not dispute the record's accuracy, then the determination of suitability for the position or license will be made. Unless otherwise provided by law, factors considered in determining suitability may include, but not be limited to, the following:

- (a) Relevance of the record to the position sought;
- (b) The nature of the work to be performed;
- (c) Time since the conviction;
- (d) Age of the candidate at the time of the offense;
- (e) Seriousness and specific circumstances of the offense;
- (f) The number of offenses:
- (g) Whether the applicant has pending charges;
- (h) Any relevant evidence of rehabilitation or lack thereof; and
- (i) Any other relevant information, including information submitted by the candidate or requested by the organization.

The applicant is to be notified of the decision and the basis for it in a timely manner.

### **ADVERSE DECISIONS BASED ON CORI**

If an authorized official is inclined to make an adverse decision based on the results of a criminal history background check, the applicant will be notified immediately. The subject shall be provided with a copy of the organization's CORI policy and a copy of the criminal history. The source(s) of the criminal history will also be revealed. The subject will then be provided with an opportunity to dispute the accuracy of the CORI record. Subjects shall also be provided a copy of DCJIS' Information Concerning the Process for Correcting a Criminal Record.

### SECONDARY DISSEMINATION LOGS

All CORI obtained from the DCJIS is confidential and can only be disseminated as authorized by law and regulation. A central secondary dissemination log shall be used to record any dissemination of Cori outside this organization, including dissemination at the request of the subject.

SOURCE: MASC May 2014

Policy Review: 1st Reading: January 8, 2015 2<sup>nd</sup> Reading: January 22, 2015

Policy Adopted:

Vote:

H8044

### STUDENT FEES, FINES, AND CHARGES

The School Committee recognizes the need for student fees to fund certain school activities. It also recognizes that some students may not be able to pay these fees. No student will be denied access into any program because of inability to pay these supplementary charges.

A school may exact a fee or charge only upon School Committee approval. The schools, however, may charge for lost and damaged books, materials, supplies, and equipment.

Students who demonstrate family financial hardship may be exempt from paying fees. However, students will not be exempted from charges for lost and damaged books, locks, materials, supplies, and equipment.

All student fees and charges, both optional and required, will be listed and described annually in each school's student handbook or in some other written form and distributed to each student. The notice will advise students that fees are to be paid, the process for applying for a family financial hardship waiver and the conditions for refunds of fees. No child will be allowed to participate in an athletic or extracurricular activity without first paying the fee or securing a waiver.

In the case of charges for lost or damaged school property, permissible penalties include the denial of participation in extra class privileges (i.e. the Prom) while the student is enrolled in this District. Any fee or charge due to any school in the District and not paid at the end of the school year will be carried forward to the next succeeding school year, as such debts are considered to be debts of the student to the District and not to a particular school.

SOURCE: MASC

Policy Review: 1st Reading: January 8, 2015 2<sup>nd</sup> Reading: January 22, 2015

Policy Adopted:

H8045

### STUDENT HEALTH SERVICES AND REQUIREMENTS

Student Health Services may include identification of student health needs, health screening tests (including eye and hearing screening tests), communicable disease prevention and control, promotion of the correction of remediable health defects, emergency care of the ill and injured, health counseling, health and safety education, and the maintenance of a healthy school environment.

The District recognizes that parents have the primary responsibility for the health of their children.

The school will cooperate with appropriate professional organizations associated with maintaining individual and community health and safety.

The District shall provide the services of a medical consultant who shall render medical and administrative consultative services for personnel responsible for school health and athletics.

## **Procedures for Emergency at School**

School personnel shall give only emergency care to students who become ill or injured on school property, buses, or while under school supervision.

Each year parents shall supply information indicating where the student is to be taken in case of an emergency; the name, address, and phone number of a neighbor to be contacted in case the parent/guardian is not available; and any allergies or diseases the student might have.

The District shall maintain a Medical Emergency Response Plan, as required by law, and an <u>Emergency Procedures Handbook</u>, which shall be utilized by District personnel for handling emergencies. Emergency procedures shall include the following:

- 1. Provision for care beyond First Aid, which would enable care by the family or its physician or the local Emergency Medical Services agencies. In instances when the EMS is required, every effort shall be made to provide EMS personnel with the student's Emergency Information which lists any allergies or diseases the student might have;
- 2. Information relative to not permitting the administration of any form of medicine or drugs to students without written approval of parents. Written requests made by parents for the administration of any form of medicine or drugs to students must be reviewed and approved by the Principal or designee;

Policy Review: 1st Reading: January 8, 2015

2<sup>nd</sup> Reading: January 22, 2015

Policy Adopted:

Vote:

- 3. Provisions for reporting all accidents, cases of injury, or illness to the Principal. Provisions shall be made (in all cases of injury or illness involving possible legal or public relations implications) for reporting such to the appropriate administrator immediately;
- 4. Prompt reporting by teachers to the Principal or designee of any accident or serious illness. Such reports will be filed with the Business Office.

## Student Illness or Injury

Transportation of an ill or injured student is not normally to be provided by the school. In case of illness or injury, the parent or guardian will be contacted and asked to call for the student or provide the transportation. If the parent cannot provide transportation and the student is ill or injured, an ambulance may be called. Expense incurred as a result of emergency ambulance use will not be borne by the District. School personnel will only transport an ill or injured student in an emergency situation where an ambulance is otherwise unavailable.

SOURCE: MASC

LEGAL REF.: 71:53; 54; 54A; 54B; 55; 55A; 55B; 56; 57; 69:8A

Policy Review: 1st Reading: January 8, 2015 2<sup>nd</sup> Reading: January 22, 2015

Policy Adopted:

Vote: