

# HAMILTON - WENHAM REGIONAL SCHOOL DISTRICT

## 2019-2020 School Calendar (approved by HWRSC 12.19.18)

August 2019							2 Days
Su	M	Tu	W	Th	F	Sa	
				1	2	3	
4	5	6	7	8	9	10	
11	12	13	14	15	16	17	
18	19	20	21	22	23	24	
25	<b>TW</b>	<b>TW</b>	<b>SR</b>	29	<b>NS</b>	31	

September 2019							20 Days
Su	M	Tu	W	Th	F	Sa	
1	<b>H</b>	3	4	5	6	7	
8	9	10	11	12	13	14	
15	16	17	18	19	20	21	
22	23	24	25	26	27	28	
29	30						

October 2019							21 Days
Su	M	Tu	W	Th	F	Sa	
		1	2	3	4	5	
6	7	8	9	10	<b>TW</b>	12	
13	<b>H</b>	15	16	17	18	19	
20	21	22	23	24	25	26	
27	28	<b>PTC</b>	30	31			

November 2019							18 Days
Su	M	Tu	W	Th	F	Sa	
					1	2	
3	4	<b>PTC</b>	6	7	8	9	
10	<b>H</b>	12	13	14	15	16	
17	18	19	20	21	22	23	
24	25	26	<b>ER</b>	<b>H</b>	<b>H</b>	30	

December 2019							15 Days
Su	M	Tu	W	Th	F	Sa	
1	2	3	4	5	6	7	
8	9	10	11	12	13	14	
15	16	17	18	19	20	21	
22	<b>V</b>	<b>V</b>	<b>H</b>	<b>V</b>	<b>V</b>	28	
29	<b>V</b>	<b>V</b>					

January 2020							21 Days
Su	M	Tu	W	Th	F	Sa	
			<b>H</b>	2	3	4	
5	6	7	8	9	10	11	
12	13	14	15	16	17	18	
19	<b>H</b>	21	22	23	24	25	
26	27	28	29	30	31		

**August 26th** - Opening Day Teachers  
**August 26th & 27th** - Teacher Workshops  
**August 27th** - Orientation Grades 6 & 9  
**August 28th** - Opening Day ALL Students Return

### HOLIDAYS & OTHER NO SCHOOL DAYS

- August 30th - No School
- September 2nd - Labor Day - Holiday
- October 11 - Teachers' Workshop Day - No School for Students
- October 14th - Columbus Day - Holiday
- November 11th - Veterans' Day - Holiday
- November 28th & 29th - Thanksgiving Holiday
- December 23rd - January 1st - Winter Recess
- January 20th - Martin Luther King Jr. Day - Holiday
- February 17th - 21st - Presidents Day Holiday & Mid Winter Recess
- March 16th - Teachers' Workshop Day - No School for Students
- April 10th - Good Friday - Holiday
- April 20th - 24th - Patriots Day Holiday & Spring Vacation
- May 25th - Memorial Day - Holiday

### RELIGIOUS OBSERVANCES - SCHOOL IN SESSION

- All Jewish Holidays begin @ sundown on the evening prior to the day of the holiday
- September 30th - Rosh Hashana
  - October 9th - Yom Kippur
  - December 23rd - Hanukkah Begins
  - April 9th - Passover Begins

### DISMISSAL TIMES

#### Wednesday Teacher Workshops

- Elementary Schools: 12:45
- MS/HS: 1:30 PM
- ER: Early Release Schedule (no lunch served)**
- MRMS/RHS Dismissal Early Release 10:30 AM**
- Elementary Dismissal Early Release 11:15 PM**

### EARLY RELEASE DATES

- October 29th & November 5th - Parent Teacher Conference/Elementary Only
- November 27th
- Last Day of School Early Release All Students/No Lunch Served

### KEY

- PTC:** Parent/Teacher Conferences (Elementary Only)
- V:** Vacation **H:** Holiday **SR:** All Students Return
- TW:** Teacher Workshop (No School for Students)
-  **High School Graduation June 6, 2020**
- ER** - Early Release All Levels
- 180/LD** - Last Day of School With No Snow Days
- 185** - Last Day of School with 5 Snow Days

February 2020							15 Days
Su	M	Tu	W	Th	F	Sa	
						1	
2	3	4	5	6	7	8	
9	10	11	12	13	14	15	
16	<b>H</b>	<b>V</b>	<b>V</b>	<b>V</b>	<b>V</b>	22	
23	24	25	26	27	28	29	

March 2020							21 Days
Su	M	Tu	W	Th	F	Sa	
1	2	3	4	5	6	7	
8	9	10	11	12	13	14	
15	<b>TW</b>	17	18	19	20	21	
22	23	24	25	26	27	28	
29	30	31					

April 2020							16 Days
Su	M	Tu	W	Th	F	Sa	
			1	2	3	4	
5	6	7	8	9	<b>H</b>	11	
12	13	14	15	16	17	18	
19	<b>H</b>	<b>V</b>	<b>V</b>	<b>V</b>	<b>V</b>	25	
26	27	28	29	30			

May 2020							20 Days
Su	M	Tu	W	Th	F	Sa	
					1	2	
3	4	5	6	7	8	9	
10	11	12	13	14	15	16	
17	18	19	20	21	22	23	
24	<b>H</b>	26	27	28	29	30	
31							

June 2020							11 Days + 5
Su	M	Tu	W	Th	F	Sa	
	1	2	3	4	5		
7	8	9	10	11	12	13	
14	<b>180/LD</b>	16	17	18	19	20	
21	<b>185</b>	23	24	25	26	27	
28	29	30					

July 2020							31 Days
Su	M	Tu	W	Th	F	Sa	
			1	2	3	4	
5	6	7	8	9	10	11	
12	13	14	15	16	17	18	
19	20	21	22	23	24	25	
26	27	28	29	30	31		

**Agreement between the  
Hamilton Wenham Regional School Committee  
and  
Mary Beth Banios  
Superintendent's Employment Contract**

Agreement made this \_\_\_\_\_ day of April, 2020 between Mary Beth Banios, hereinafter referred to as the "Superintendent," and the Hamilton Wenham Regional School Committee, hereinafter referred to as the "Committee".

In consideration of the mutual promises contained herein, the parties hereto agree as follows:

**1. Employment**

The Committee hereby employs Mary Beth Banios as Superintendent of the Hamilton Wenham Regional School District and Mary Beth Banios hereby accepts employment as Superintendent of the Hamilton Wenham Regional School District, subject to the terms and conditions hereinafter provided.

**2. Term**

- a) This agreement shall commence July 1, 2020 and shall terminate June 30, 2023. This agreement specifically excludes any rollover provision.
- b) The Superintendent shall notify the Committee, in writing, on or before June 1, 2022, as to whether or not the Superintendent wishes to commence negotiations for a successor agreement.
- c) The Committee, on or before June 30, 2022, shall notify the Superintendent, in writing, as to whether or not it wishes to commence negotiations for a successor agreement. Failure of the Committee to give such notice shall be considered the same as notice by the Committee that it does not wish to commence negotiations for a successor agreement. In such event, this agreement shall terminate, as herein before provided, on June 30, 2023, and as of such date the Superintendent's employment shall terminate.
- d) In the event both the Superintendent and the Committee give notice indicating their desire to commence negotiations for a successor agreement, the parties hereto shall meet and shall attempt to conclude negotiations by December 1, 2023.
- e) Anything contained herein to the contrary notwithstanding, this contract will automatically terminate on June 30, 2023, (and the Superintendent's employment shall terminate at such time) unless otherwise agreed upon in writing by the parties herein.

**3. Compensation**

Contingent upon the faithful, diligent, and competent performance of the duties and responsibilities of a superintendent of schools as provided by law and herein, the Committee agrees to pay the Superintendent at the following annual rate of pay:

July 1, 2020 to June 30, 2021	\$189,000.00.
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On or before the fifteenth day of May, of each calendar year, the parties shall meet for the purpose of reviewing the Superintendent's compensation.

The Superintendent's compensation shall not be set prior to the completion of the Superintendent's annual evaluation. Said evaluation shall be completed and compensation set by the Committee prior to the thirtieth day of June of each calendar year.

The Superintendent's salary shall be paid in equal installments in accordance with the policy of the Committee governing payment of other professional staff members.

**Annuity:**

In addition to the Superintendent's regular compensation the Committee shall make an annual lump sum payment, or about July 1, or in the first pay period of each fiscal year, by the Committee of \$2500 to an insurance company of the Superintendent's choice for an annuity contract consistent with MGL c. 71 §37B, and sec. 403(b) of the IRS Code. The Superintendent may add her own contribution to the compensation paid by the Committee provided that the statutory authority remains in effect and the Superintendent chooses to retain the investment.

**4. Duties and Responsibilities**

The Superintendent shall diligently, faithfully, and competently perform the duties and responsibilities of Superintendent of Schools. The Superintendent shall serve as Executive Officer of the Committee as provided in Mass. G.L. Chapter 71, Section 59 and all other laws and regulations of the Commonwealth.

The Superintendent shall fulfill all of the terms and conditions of this contract. The Superintendent shall comply with the policies and procedures of the Committee and shall serve and perform such duties at such time and places and in such manner as the Committee may from time to time direct.

**5. Goals and Objectives**

The Committee and the Superintendent shall work cooperatively to create a set of goals and objectives, including measurable outcomes and dependencies, on an annual basis. The Committee retains the right to set and approve all goals and objectives as well as evaluation criteria and procedures after conferring with the Superintendent. These shall be utilized by the Committee as a part of the Superintendent's evaluation and shall be considered an addendum to this contract.

The Committee will publicly discuss and review the Superintendent's job performance with her once annually, beginning no later than June 30 each year. The evaluation process shall be consistent with the procedures, standards, and indicators described by the MA Department of Elementary and Secondary Education for Superintendent evaluations. The matter shall be scheduled as a regular agenda item for Committee business. The discussion and review shall pertain to a written report prepared by the School Committee Chairperson, which is a public document and shall be placed in the Superintendent's personnel file. The School Committee shall provide the Superintendent with a copy of said report and upon his request, copies of individual Committee member's evaluations prior to the review of her evaluation at the Committee meeting. Written statements from individual members shall be considered public records and may be discussed in a public forum. The Superintendent shall be given the opportunity to attach a response to said report.

**6. Outside Professional Activities**

The Superintendent with the advance approval of the Committee Chairperson, may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations, provided such activities do not in any manner interfere or conflict with the performance of the duties and responsibilities as Superintendent. Such activities shall be conducted during vacation and/or personal leave time.

**7. Certificate**

The Superintendent shall furnish and maintain, throughout the term of this contract, a valid and appropriate certificate qualifying the person to act as Superintendent of Schools in the Commonwealth of Massachusetts, as required by Mass. G.L. Chapter 71, Section 38G and all other laws and regulations of the Commonwealth.

## **8. Dismissal or Suspension**

Anything contained in this agreement to the contrary notwithstanding, the Committee may suspend and/or dismiss the Superintendent during the term of this agreement in accordance with the provisions of Mass. General Laws and all other laws and regulations of the Commonwealth.

It is expressly understood and agreed that the non-reappointment of the Superintendent by the Committee upon the expiration of this contract, or any renewal or extension thereof, shall not be considered a dismissal within the meaning of Mass. G.L. Chapter 71, Section 42, and that the requirements thereof shall not be applicable in such circumstances.

The Superintendent shall be subject to discharge for good cause by a majority vote of the School Committee. For purposes of the Contract, "good cause" shall mean any ground that is put forth by the employer in good faith that is not arbitrary or irrelevant to the task of maintaining an efficient school system and may include, but is not limited to, incompetence, or failure on the part of the Superintendent to satisfy the performance standards established pursuant to this Agreement, inefficiency, incapacity, conduct unbecoming a Superintendent of insubordination.

In the event the Committee desires to discharge the Superintendent for good cause, and the Superintendent declines to resign upon request, the Superintendent shall have the right to be furnished with a written statement specifying the causes for which such dismissal is sought, 15 days' notice of the time and place of a hearing thereon, and a hearing before the Committee, which hearing shall be open to the public if the School Committee so requests. The Superintendent shall have the right to be represented by legal counsel at any such hearing, at her own expense. The Superintendent may appeal her dismissal for good cause by filing a petition with the American Arbitration Association. In a challenge to a discharge of the Superintendent, the award may include back pay damages for the balance of the contract term after the discharge and shall not include the reinstatement of the Superintendent to any position.

## **9. Reimbursement for Travel, Expenses, and Dues**

The Committee agrees to reimburse the Superintendent for expenses (excluding commuting) and dues reasonably incurred by the Superintendent in the normal performance of her duties and responsibilities under this contract. Such expenses may include, but shall not be limited to, costs of transportation and attendance at appropriate state and national meetings and conferences and dues to professional organizations. All out of state expenses and dues must be approved in advance by the Chair of the Committee.

## **10. Payment for Participation in the Massachusetts New Superintendent Induction Program**

The Committee agrees to pay the full cost for participation by the Superintendent in the Massachusetts New Superintendent Induction Program.

## **11. Sick Leave**

The Superintendent shall be entitled, in the event of personal sickness or injury, to up to (60) sixty days of sick leave for the contract year commencing on July 1, 2020. Effective July 1, 2021 the Superintendent shall be granted an additional 5 (five) sick leave days. Effective July 1, 2022 the Superintendent shall be granted an additional five (5) sick leave days.. There shall be no "sick leave buyback".

## **12. Health Insurance**

The Superintendent shall be eligible to participate in the same health and other insurance benefits currently provided other employees of the district, subject to the terms and conditions of said coverage and at the same rate as provided for said employees.

### **13. Vacations and Holidays**

The Superintendent shall be entitled to (25) twenty-five days of vacation during each contract year of this agreement. The time for taking said vacation shall be subject to the approval of the Chair of the Committee. The Superintendent shall be allowed to carryover up to (5) five days from any (1) one contract year to the next. The maximum accumulation of vacation days at any one time shall be 30 days. Any additional days will be forfeited. If the Superintendent leaves her employment prior to June 30 of any year, she is entitled only to a pro-rata share of her vacation based upon the numbers of months worked in her final fiscal year. If all vacation time has been used prior to her termination of employment, a per diem amount will be withheld from her final paycheck. The per diem rate shall be determined by dividing the annual salary by 260.

The Superintendent is entitled to all holidays recognized by the Committee and made available to any other employee.

### **14. Bereavement Leave**

The Superintendent will be allowed up to (5) five consecutive days for bereavement. The five consecutive days are calendar days, which may include Saturday and Sunday.

### **15. Personal Leave**

The Superintendent is entitled, subject to the terms and conditions provided herein, to a maximum of (2) two days per contract year for personal reasons. The Chair of the Committee shall be notified of all personal leave days in advance.

### **16. State Retirement Association**

The Superintendent shall be a member of the Teacher's Retirement System as required by Mass. G.L. Chapter 32, Section 2.

### **17. Warranty of Credentials**

The Superintendent warrants the validity of the credentials and experience proffered to the Committee, and material misrepresentations therein shall constitute grounds for dismissal.

### **18. Termination by the Superintendent Prior to Expiration**

The Superintendent shall be entitled to terminate this contract, prior to its expiration date, upon written notice to the Committee of (150) one hundred fifty days. Said notice shall be sent by registered mail, return receipt requested, to the residence of the Chair of the Committee. The Superintendent may request, and the Committee may consider termination on less than (150) one hundred fifty days' notice.

Should the Superintendent choose to terminate this contract and leave the employment of the Hamilton Wenham Regional School District to work as Superintendent in another Massachusetts school district without providing the 150-day notice, she shall forfeit all unused vacation.

### **19. Indemnification**

- A. The Committee shall provide for a public employee liability insurance policy, or guarantee the Selectmen have provided same, naming the Superintendent as an insured person in the amount of one million dollars.

- B. The Committee shall, in accordance with the terms of Massachusetts General Laws Chapter 258, at all times indemnify and hold harmless the Superintendent against all civil demands, claims, suits actions and legal proceedings brought against the Superintendent individually or in her capacity as agent or employee of the Committee which may arise while the Superintendent is acting within the scope of her employment, except that criminal litigation is excluded. The Superintendent shall comply with all obligations to assist in any litigation instituted in which the statutory indemnification is applicable.
- C. This indemnification provision, shall survive expiration of this employment agreement or the cessation of the employment relationship by any means or cause.

**20. Entire Agreement**

This contract embodies the whole agreement between the Committee and the Superintendent and there are no inducements, promises, terms, conditions, or obligations made or entered into by either party other than those contained herein. This may not be changed except by agreement of all parties in writing.

This Agreement may be executed in counterparts, each of which shall be binding on the parties and deemed to be an original, and all of which together shall constitute one and the same Agreement. The parties agree that a facsimile, photocopy, or PDF/scanned copy of the Agreement and/or the execution page(s) shall have the same effect as the original Agreement.

IN WITNESS THEREOF, the undersigned have executed this the contract the day and year aforesaid.

Mary Beth Banios  
 Mary Beth Banios (Apr 22, 2020)  
 \_\_\_\_\_  
 Superintendent

David Polito  
 Chairman SCHOOL COMMITTEE  
 Michelle L. Blais  
 \_\_\_\_\_  
Gene Lee  
 Gene Lee (Apr 10, 2020)  
 \_\_\_\_\_  
Michelle Horgan  
 Michelle Horgan (Apr 11, 2020)  
 \_\_\_\_\_  
Patricia Wozniak Jr  
 \_\_\_\_\_  
Stacey Matternick  
 Stacey Matternick (Apr 11, 2020)  
 \_\_\_\_\_  
Ta'Pep  
 Ta'Pep (Apr 11, 2020)  
 \_\_\_\_\_

### Educational Goals

Unfortunately due to COVID-19 our 8th grade trip to Burgos which was scheduled to leave on April 15th of this year had to be postponed. The postponement, while disappointing for everyone involved, does not have to be a complete loss for students or a financial loss for parents. I have been in close contact with the travel company, Carousel Tours, and our travel consultant, Sue Boswell, to work on options for our students and their families. The postponement of this trip is not the first time I have I have encountered this type of situation. After 9/11 and then again with the War in Afghanistan, I had student tours that were disrupted leaving families disappointed and with financial losses. It was after those cancellations that the school committee wrote the International Travel policy and updated permission slip to include the cancellation language.

As a solution to this situation, I would like to propose that we roll over our current students and allow them to travel to Burgos in February of 2021. They will then be freshmen. In addition, I would like to propose that we allow our current 7th graders who will then be 8th graders to also participate should they choose to do so. Currently the options for our travelers include:

1. **Voucher** - Students would receive a travel voucher for the full amount of money paid to Carousel. The travel vouchers are valid for two years from date of issue. The travel vouchers are transferable at the face value of the voucher to members of the customer's immediate family or to students and faculty of the customer's school. The travel voucher is not a merchandise credit or a gift certificate and may not be redeemed for cash. The voucher could be used on any Carousel tour within the next 2 years.
2. **Partial Refund** - Students would get a cash refund in the amount of all monies paid to Carousel by the customer minus \$1,600.00 which reflects the costs already incurred by Carousel in planning the 2020 reciprocal trip.
3. **Rollover - Enroll in 2021 trip to Spain** - I believe this to be the best option. Students who were enrolled in the 2020 trip will have first right of refusal. Carousel has kept the same pricing; the only additional expense will be to purchase CFAR\* travel insurance. Students could apply their voucher to this trip.

\*CFAR is canceled for any reason insurance. This insurance is separate from the insurance included in the package from Carousel. Should a trip be canceled for any reason, travelers will receive up to 75% of funds expended. This insurance must be purchased within 2 weeks of making the first deposit and will be required for any Carousel tour.

The field trip to Spain in February of 2021 is designed to provide the students with a reciprocal homestay and the opportunity to experience the history and culture of Spain. This trip is a capstone for our 8<sup>th</sup> graders as they complete their middle school Spanish language experience. The sites visited and activities enhance the curriculum taught at the middle school in our 6<sup>th</sup>, 7<sup>th</sup> and 8<sup>th</sup> grade Spanish classes.

Students already enrolled in this trip would be given priority and new students interested in this trip would need to complete an application process, be in good standing academically and have a verbal recommendation from their Spanish teacher.

The trip numbers may be as high as 30 students with a student teacher ratio of 1:6. (These numbers would reflect current travelers and potential new travelers.

We expect the student participants of the spring trip to Spain to achieve the following educational benefits:

1. Concentrated exposure to native speakers
2. Opportunity to speak Spanish over an extended time period
3. Direct observation of Spanish culture and everyday life

2021 Trip to Spain 8th and 9th graders Proposed by Kevan Sano for MRMS

4. First-hand experience of some of the sites important to Spain and Spanish history, literature and art.

In addition to skills that are directly applicable to their foreign language classroom, students who participate in this field trip will also gain considerable collateral benefits. Some of these include:

1. Learning to make group decisions and adapt to others
2. Examining and learning to overcome language/ cultural barriers
3. Developing a sense of personal independence and ability—dealing with officials, exchanging money, making decisions.
4. Interdisciplinary connections in other areas

For some students this will be a unique experience, for others it will be the beginning of a lifetime of cross-cultural encounters. As language teachers, we are committed to making the experience the best possible for each student.

**Proposed Dates** – February 10 –22, 2021.

**Student Eligibility** – Every site visited and activity planned directly relates to the curriculum taught at the middle school. Therefore I propose the following requirements:

Successful Completion of 7<sup>th</sup> grade Spanish and a recommendation from his/her language teacher  
8th grade students must be willing to host a student from Spain for 2 weeks from August 29<sup>th</sup> – September 15, 2021

**Space** will be limited to no more than 30 student participants with 1 adult chaperone for every 6 students. Beyond the eligibility requirements, **student participation** is based on ability to pay and is voluntary. Cost to student is approximately: \$2775\* (\* This does not include CFAR which is \$121.50 per student through the Travel Insurance Center. The CFAR currently would refund 75%. This is a price estimate from today., 4/12/2020

Upon approval we will hold an informational meeting for interested students and their parents. We will then begin to enroll students. All students must meet eligibility requirements before enrolling. Additionally, we will have meetings beginning in as soon as possible and then again when school reopens in the fall.

Chaperones:

Kevan Sano, Stephenie Sprouse and Catherine Frost, others TBD

On 4/9/2020 The HW Edfund voted to approve the following Remote Learning Grant:

To approve up to \$50,000 for technology, hardware, software, materials and supplies needed to teach students remotely during the current pandemic, with purchases subject to final approval by Grant Committee or Executive Board, without the need for full board review.

Grant Applicant: Peggy McElhinney



## Grant Acknowledgement and Acceptance of Terms

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

1. Edfund-Kevin Dyer at [kevin.s.dyer@gmail.com](mailto:kevin.s.dyer@gmail.com) and
2. Hamilton Wenham Administration-Vincent Leone at [v.leone@hwschools.net](mailto: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 2019-2021 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 School District

Name of Contact on the Edfund Grants Subcommittee: Dana Allara

Title of Grant Application: Remote Learning

Grant Amount Approved: \$50,000 Date Requested: ASAP

Grant Requestor's Name: Peggy McElhinney Title: Director of Curriculum, Assessment and Instruction

Email Address and Phone Number: [m.mcelhinney@hwschools.net](mailto:m.mcelhinney@hwschools.net)

Signature of grant recipient \_\_\_\_\_

To: Gallant, Don  
Subject: RE: Scholarship Donations

From: Gallant, Don <D.Gallant@hwschools.net>  
Sent: Saturday, April 11, 2020 1:29 PM  
To: Carleo, Janell <j.carleo@hwschools.net>  
Cc: Kukenberger, Julie <j.kukenberger@hwschools.net>  
Subject: Scholarship Donations

Janelle:

I almost forgot to send you this.

Donations to the Helene Pruszynski Scholarship Fund:

Philip and Barbara Arndt-365 Greylock St Lee, MA 01238-9391-\$200.00 (was already on the 04/01/2020 SC Agenda)

Richard and Carole Nossek-43 Dawley Dr Stonington,CT 06378-2020-\$100.00 (was already on the 04/01/2020 SC Agenda)

Carolyn and Lawrence Hush-1018 Robroy Dr Silver Springs, MD 20903-\$400.00

The above check includes donations from Carolyn Hush, Irene Lehtonen, Laura Lehtonen and Cheryl Wahlgren

I don't have addresses for the last three so any thank you should go via Carolyn Hush  
Linda Khan-\$100.00-I don't have her address so any thank you should go via Carolyn Hush

Stay safe and healthy. You also Julie.

Don Gallant



**HAMILTON-WENHAM**  
**REGIONAL SCHOOL DISTRICT**  
5 SCHOOL STREET, WENHAM, MA 01984 · TEL. 978-468-5310

April 6, 2020

Dear Hamilton-Wenham Students and Families,

I hope this letter finds you all well and able to make the most of this challenging situation. I am writing to update you on our HWRSD Remote Learning Plan and end of year schedule. Thank you to all of the parents and students for your supportive and appreciative messages to our educators. They are working incredibly hard to quickly adapt to remote teaching and learning and provide meaningful work and routines for all students. I know that they are grateful for your encouragement, patience, and gratitude.

While we are learning from home during this global pandemic, there may be a time that you become ill. Please let your focus be on recovering your health. Rest, hydrate, eat nutritious food, sleep, and do not worry about keeping up with online learning. Your first priority is returning to wellness. Please do let your teaching staff know that you are taking care of your health while you recover. We will support you and wish you a speedy recovery.

We recognize that there is a lot of information in this communication. Please know that we intend to make certain that you have the most up-to-date information from our district. Do not feel that you have to read all of the sections immediately. In an effort to ease your navigation of this communication, bookmarks and links have been inserted for the main topics outlined below:

- [Nutritious Meals for Students and Families](#)
- [HWRSD Remote Learning Model Update](#)
- [HWRSD COVID-19 Grading and Reporting](#)
- [2019-2020 School Calendar](#)
- [HWRSD Remote Learning Legal Notification](#)
- [Guidelines for Live Class Meetings and/or Lessons](#)
- [Individual Remote Learning Plans](#)
- [In Closing](#) - final thoughts and encouragement





### **HWRSD Remote Learning Update:**

In our HWRSD Remote Learning Model, we have taken a multi-phased approach following the evolving guidance from the Massachusetts' Commissioner of Education and responding to the needs of our students and families. Our dedicated team of educators dove into a new world of remote learning, collaborating with colleagues, making digital and virtual connections with kids, and supporting parents through our multi-phased response outlined below:

- **Phase 1 - Getting Started - March 13th-March 20th:**
  - Launched [HWRSD COVID-19 Resources and Information](#)
  - Shared [elementary](#) and [secondary](#) learning resources with families
- **Phase 2 - HWRSD Remote Learning Model - March 23rd-April 3rd:**
  - Made connections with students and families
  - Launched our [HWRSD Remote Learning webpage](#)
- **Phase 3 - Refine and Individualize Remote Learning Plans - April 6th - April 17th:**
  - Provide families with more structure and specificity including Individualized Remote Learning Plans (IRLP) for students with specialized learning needs
  - Preparing to launch a new District Facebook page in order to increase communication and share resources with families in addition to Twitter and the District webpage
  - Collect feedback from students, staff, and families by April 17th
- **Phase 4 - Respond to Remote Learning Plan Feedback and Adjust - April 27th - May 1st:**
  - Refine our HWRSD Remote Learning Model to sustain meaningful and engaging learning throughout an extended school closure if necessary
  - Continue to assess and address student, staff, and family needs

During this very busy time, we have experienced many successes, and we are excited to share some of them with you:

- Launched our [new HWRSD Remote Learning Webpage](#)
- Delivered over 100 devices to students' homes
- Continued to collaborate with Acord Food Pantry weekly to serve nutritious meals to families in need
- Connected with students in grades PreK-12:
  - Elementary Teachers established digital platforms to share information in each elementary class.
  - Every class has met via Zoom at least once to establish a new way to maintain classroom learning communities.



- MRMS hosted grade level Question and Answer meetings with the Principal, Assistant Principal, and nurse on Friday and look forward to another on April 17th.
- Surveyed HWRHS students to find out “How are you doing at the moment?” and over 90 students responded!
- HWRHS hosted grade-level Zoom check-ins with students during the week of March 23rd.
- Launched our new internal Resources to Support Remote Teaching and Learning webpage for staff that included 17 live virtual professional learning opportunities, training videos, resources, and much more.
- Thoroughly disinfected all of our school facilities in preparation for a healthy re-entry when it is deemed safe and appropriate to reopen schools.
- Restricted access to our facilities to preserve the disinfection of buildings.

Our plan over the next few weeks is to settle into our remote learning model while continuously improving our use and application of various technological tools and resources as well as developing offline activities and resources to be shared with families. We encourage students and families to use the [feedback form](#) and let us know what is working well and how we can improve and/or better support your remote learning experience.

### **HWRSD Grading and Reporting During COVID-19 School Closure**

The timing of the extended COVID-19 school closure was just about at the end of the third quarter. Therefore quarter three grades were able to be finalized. Middle School and High School students were given opportunities to turn in previously assigned work and make up any work they may have missed prior to the March 13th school closure. At all grade levels, progress reports and report cards are being finalized and student outcomes will be communicated to families as follows:

- **Elementary report cards Gr 1-5:** Posted in Aspen on April 3rd
- **Middle school report cards:** Posted in Aspen on April 17th
- **High school report cards:** Posted in Aspen on April 17th
- **Special Education progress reports:** Progress Reports reflecting student progress on Individual Education Program (IEP) goals, up to the school closure date of March 12, 2020, will be emailed to parents within the next few weeks. Student services staff will use data on performance prior to the closure as the basis for reporting on progress towards meeting IEP goals. Please be patient as we work to create a process to efficiently email the documents out to each family.



As we enter the last term of the school year, **our primary focus will remain the health and well being of each student.** Our team of educators will continue to create and provide daily activities/assignments across content areas and/or courses. Providing student feedback is important to us during this extended closure. Although we will not be issuing actual letter grades, we will still monitor student progress and provide feedback upon completion of student activities/assignments. In the midst of this global health crisis, we are sensitive to the fact that each student and family may be navigating a variety of complex matters including illness, working from home, job loss, and much more. Some of you may be essential workers such as medical professionals and first responders who need to leave the home each day to work. We ask that each student and family do as much as they can within the context of their own unique circumstances.

With this reality in mind, we have created a document with detailed information regarding our [HWRSD COVID-19 Grading and Reporting](#) adjustments at each level and the importance of school and home communication through this extended closure.

### **2019-2020 School Calendar**

On Wednesday, April 1st, our School Committee voted to maintain the current 2019-2020 school calendar. This means:

- **Friday, April 10th** - Good Friday - Non-Instructional Day
- **Monday, April 20th - Friday, April 25th** - April Break - Non-Instructional Days
  - Students and families are welcome to continue to explore previously posted activities if they would like
- **Tuesday, May 19th** - Tentative last day for Class of 2020
- **Monday, May 25th** - Memorial Day - Non-Instructional Day
- **Monday, June 22nd** - Last day of school

### **HWRSD Remote Learning Legal Notification:**

As we settle into our HWRSD Remote learning model, many lessons will be learned, and it is important that students, parents, and guardians understand the benefits and risks of using video conferencing as a tool to stay connected, engage students, and provide instruction. Please read our [HWRSD Remote Learning Legal Notification](#) and let your student's teacher and/or principal know if you choose to opt-out of this aspect of remote learning. Live class meetings



and lessons have the potential to be a highly engaging way to connect learners, engage in scholarly discussion, and enhance learning, and there are a few guidelines that must be adhered to in order for it to be a positive and safe experience for all involved.

**The following guidelines must be followed for all virtual meetings and/or lessons:**

- Live class meetings or lessons may not be recorded, copied, disseminated, or distributed to any person and/or entity
- Live class meetings or lessons may not be lawfully recorded without the consent of participants
- Live class meetings or lessons may be viewed by individuals in our students' households; therefore, the district cannot ensure your student's confidentiality or privacy
- By allowing your child's participation in live class meetings or lessons you are acknowledging the privacy limitations

**Individual Remote Learning Plan (IRLP) for students on IEPs**

As of April 6, 2020, members of the Student Services Team will be working with students and families to develop and implement Individual Remote Learning Plans (IRLPs). These temporary plans will provide remote support and services for students with Individual Education Programs (IEPs) during this extended COVID-19 school closure. The temporary changes in support and services provided during this time will not impact, amend, or alter your child's current IEP, and the IEP will remain in effect once school resumes. These IRLPs are designed to provide individualized practice, maintenance, and deeper learning of taught skills. Here is what you can expect from these plans, which you will receive in the next two weeks by email. As always, please contact your child's service providers with any questions.

- Communication with your child's special education teacher and/or related services providers regarding your child's Individual Remote Learning Plan
- Accommodations and/or modifications provided for general education materials
- Provision of strategies and assignments through access to online and offline social emotional, academic, and related services activities and resources
- Services will be individualized and varied in modalities to support student learning
- Services may include low tech and high tech materials and resources, assignments, direct instruction, recorded lessons, activities of daily living, and projects. Services may also include parent training for support with carry-over of strategies and ongoing practice of skills
- Regular and ongoing consultation and check-ins with you and your child's service providers to discuss special education supports and services, prioritize learning needs, and problem solve learning and/or behavioral issues at home



**HAMILTON-WENHAM**  
**REGIONAL SCHOOL DISTRICT**  
5 SCHOOL STREET, WENHAM, MA 01984 · TEL. 978-468-5310

**In Closing:**

Teaching, like parenting, is not a static process. A great unit or lesson can take a teacher weeks, months, and sometimes years to refine. Today, in this health crisis, we don't have the luxury of time, so educators are developing remote learning as they go. I am proud of the work HWRSD educators are doing and the ability of our team to adapt quickly to a new reality, to learn new technologies, and to iterate new plans rapidly.

As we focus on the day-to-day educational programming, it's easy to lose track of the big picture. Learning is a life-long endeavor. Time lost in the classroom this week and in the weeks to come will be found once the health of our nation is restored. Let's strive to use this time to model for our young people the power of community and the value of helping our neighbors. These lessons will last a lifetime.

Thank you for all that you are doing in support of our efforts to provide meaningful remote learning opportunities for all of our learners. I am so proud of our leadership team, our staff, our students, and our community of families for the way we are working together and supporting one another during this challenging time.

As always, please reach out with questions or requests for support.

Stay healthy and be well,  
Dr. Kukenberger

## **PERSONNEL POLICIES GOALS**

The District supports a student centered, creative, and flexible learning environment. The personnel policies of the District reflect this philosophy and guide the recruitment, selection, training and support of highly qualified and committed administrators, teachers and support staff.

The District's specific personnel goals are:

1. To develop and implement those strategies and procedures for personnel recruitment, screening, and selection that will result in the employment and retention of individuals with the highest capabilities, strongest commitment to quality education, and greatest probability of effectively implementing the district's learning program.
2. To develop a general staff assignment strategy that will contribute to the learning program, and to use it as the primary basis for determining staff assignments.
3. To provide positive programs of staff development that contribute both to improvement of the learning program and to each staff member's career development aspirations.
4. To provide for a genuine team approach to education.
5. To develop and use for personnel evaluation positive processes that contribute to the improvement of both staff capabilities and the learning program.

LEGAL REF.: 603 CMR 26:00

## **EQUAL EMPLOYMENT OPPORTUNITY**

The District does not discriminate on the basis of sex, race, color, national origin, sexual orientation, gender identity, religion, age, handicap, pregnancy or pregnancy related condition, and/or disability in admission to, access to, treatment in, or employment in its programs and activities. The School Committee will take action to ensure that any individual within the district who is responsible for hiring and/or personnel supervision understands that applicants are employed, assigned, and promoted without regard to their race, creed, color, age, sex, national origin, gender identity, pregnancy or pregnancy related condition, or sexual orientation. Every available opportunity will be taken in order to assure that each applicant for a position is selected on the basis of qualifications, merit and ability.

The following person has been designated to handle inquiries regarding the nondiscrimination policies:

Superintendent of Schools  
HWRSD  
5 School Street  
Wenham, MA 01984 (978) 468-5310

Inquiries concerning the application of non-discrimination policies may also be referred to the Boston Office, Office for Civil Rights, U.S. Department of Education, 8<sup>th</sup> Floor, 5 Post Office Square, Boston, MA 02109-3921. (617) 289-0111

LEGAL REFS.:       603 CMR 26:00  
                          M.G.L. 151B

## **STAFF ETHICS / CONFLICT OF INTEREST**

The School Committee expects members of its professional staff to be familiar with the code of ethics that applies to their profession and to adhere to it in their relationships with students, parents/guardians, coworkers, and officials of the school district.

No employee of the Committee will engage in or have a financial interest in, directly or indirectly, any activity that conflicts or raises a reasonable question of conflict with his duties and responsibilities in the school district. Nor will any staff member engage in any type of private business during school time or on school property.

Employees will not engage in work of any type where information concerning customer, client, or employer originates from any information available to them through school sources.

Moreover, as there should be no conflict of interest in the supervision and evaluation of employees, at no time may any administrator responsible for the supervision and/or evaluation of an employee be directly related to them.

Every two years, all current employees, including School Committee members, must complete the State Ethics Commission's online training. New employees must complete this training within 30 days of beginning employment and every 2 years thereafter. Upon completing the program, employees should print out the completion certificate and keep a copy for themselves. Employees will be required to provide a copy of the completion certificate to the municipal or district Clerk through the Superintendent's office.

In order to avoid the appearance of any possible conflict, it is the policy of the School Committee that when an immediate family member, as defined in the Conflict of Interest statute, of a School Committee member or district administrator is to be hired into or promoted within the School District, the Superintendent shall file public notice with the School Committee and the Municipal or District Clerk at least two weeks prior to executing the hiring in accordance with the law.

LEGAL REFS.: M.G.L. 71:52; 268A:1 et seq.

## **STAFF CONDUCT**

All staff members have a responsibility to familiarize themselves with and abide by the laws and regulations of the State as these affect their work, the policies of the School Committee, and the procedures designed to implement them.

In the area of personal conduct, the Committee expects that teachers and others will conduct themselves in a manner that not only reflects credit to the school district but also sets forth a model worthy of emulation by students.

All staff members will be expected to carry out their assigned responsibilities with conscientious concern.

Essential to the success of ongoing school operations and the instructional program are the following specific responsibilities, which will be required of all personnel:

1. Faithfulness and promptness in attendance at work.
2. Support and enforcement of policies of the Committee and their implementing procedures and school rules in regard to students.
3. Diligence in submitting required reports promptly at the times specified.
4. Care and protection of school property.
5. Concern for and attention to their own and the school district's legal responsibility for the safety and welfare of students, including the need to ensure that students are under supervision at all times.

LEGAL REFS.: M.G.L. 71:37H; 264:11; 264:14

## **GIFTS TO AND SOLICITATIONS BY STAFF**

### Gifts

The acceptance of gifts worth \$50 or more by school personnel in a calendar year when the gift is given because of the position they hold, or because of some action the recipient could take or has taken in his or her public role, violates the conflict of interest law. Acceptance of gifts worth less than \$50, while not prohibited by the conflict of interest law, may require a written public disclosure to be made.

In keeping with this policy, no employee of the school district will accept a gift worth \$50 or more that is given because of the employee's public position, or anything that the employee could do or has done in his or her public position. Gifts worth less than \$50 may be accepted, but a written disclosure to the employee's appointing authority must be made if the gift and the circumstances in which it was given could cause a reasonable person to think that the employee could be improperly influenced. The value of personal gifts accepted is aggregated over a calendar year (4 gifts of \$20 value is the same as 1 gift of \$80 if given in the same calendar year).

In general, homemade gifts without retail value are permissible because a reasonable person would not expect an employee would unduly show favor to the giver, so no disclosure is required. Such gifts could include homemade food items (cookies, candy, etc), handpicked flowers, and handmade gifts worth less than \$10 (ten) dollars.

### Class Gifts

There is a specific exception to the prohibition against accepting gifts worth \$50 or more, when the teacher knows only that the gift is from the class, not from specific donors. A single class gift per calendar year valued up to \$150 or several class gifts in a single year with a total value up to \$150 from parents/guardians and students in a class may be accepted provided the gift is identified only as being from the class and the names of the givers and the amounts given are not identified to the recipient. The recipient may not accept an individual gift from someone who contributed to the class gift. It is the responsibility of the employee to confirm that the individual offering such gift did not contribute to the class gift.

### Gifts for School Use

Gifts given to a teacher solely for classroom use or to purchase classroom supplies are not considered gifts to an individual employee and are not subject to the \$50 limit. However, an employee who accepts such gifts must keep receipts documenting that money or gift cards were used for classroom supplies.

### Solicitations

In spirit, the School Committee supports the many worthwhile charitable drives that take place in the community and is gratified when school employees give them their support. However, the solicitation of funds from staff members through the use of school personnel and school time is prohibited by the conflict of interest law. Therefore, no solicitations of funds for charitable purposes should be made among staff members. Staff members of course remain free to support charitable causes of their own selection.

LEGAL REFS.: M.G.L. 268A:3; 268A:23; 930 CMR 5.00

CROSS REFS.: KHA, Public Solicitations in the Schools  
JP, Student Donations and Gifts

## **ONLINE FUNDRAISING AND SOLICITATIONS - CROWDFUNDING**

School District employees shall comply with all of the following provisions relating to online solicitations and the use of crowdfunding services for school-related purposes as well as all applicable laws, regulations and district policies. No online fundraising may occur except as provided below.

The Superintendent shall have final authority to approve any online fundraising activities by school district employees and shall determine and communicate to Principals the circumstances under which online fundraising proposals shall require Superintendent or School Committee approval in accordance with law and school district policy (KCD). The Principal of each school shall approve all online fundraising activities within their buildings prior to any employee posting any such fundraising solicitation.

Any solicitation shall be for educational purposes only (field trips, supplies, supplemental materials, books, etc.). The solicitation of personal items (coats, nutritional snacks, etc.) shall only be to benefit students directly. To the extent an employee solicits any technology or software, the employee shall secure the prior written approval of the Director of Technology or designee prior to any such solicitation. Any employee seeking to display or post a photograph of a student in conjunction with a fundraising solicitation must first secure the written consent of the student's parent or guardian.

Employees shall not use a crowdfunding source, or set up their appeal in such a way, that they are asking for donations directly from people over whom the employee making the request has authority, or with whom the public employee is having official dealings (such as parents/guardians of student's in a teacher's classroom - the solicitation can say "Classroom X needs tissues and crayons," but it shouldn't be directed to parents/guardians who have shared email addresses with the teacher for purposes of communicating about their student).

Employees using crowdfunding services shall periodically disclose in writing to the Superintendent the names of all individuals whom the employee has directly solicited in any manner including but not limited to oral, written, or electronic solicitation. The Superintendent shall maintain these disclosures as public records available for public review.

Employees may only use crowdfunding services that send the items or proceeds solicited by the employee directly to the employee's school or to the school district. Employees must verify under the crowdfunding service's terms and conditions that they meet all requirements for such solicitation. Items or proceeds directly sent to employees are considered gifts to the employee and may result in violation of state ethics laws.

If an employee's proposal is approved by the crowdfunding service, the employee agrees to use the donated materials solely as stated in the employee's proposal.

If a solicitation is not fully funded within the time period required by the crowdfunding service, or the solicitation cannot be concluded for any reason, every attempt will be made to return donations to the donors. Donations unable to be returned shall only be used as account credits for future solicitations.

Unless otherwise approved by the Superintendent in writing, all goods and/or proceeds solicited and received through any online solicitation shall become the property of the School Committee, and not of the individual employee who solicited the item(s) or funds. The employee is prohibited from taking any such item(s) or funds to another school or location, without the Superintendent's written approval.

LEGAL REFS: MGL 44:53A; 71:37A; 268A:3; 268A:23;  
Ethics Commission Advisory Opinion EC-COI-12-1;

CROSS REFS: GBEA, Staff Ethics/Conflict of Interest;  
GBEBC, Gifts To and Solicitations by Staff;  
KCD, Public Gifts to Schools

## **DRUG-FREE WORKPLACE POLICY**

The School District will provide a drug-free workplace and certifies that it will:

1. Notify all employees in writing that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, is prohibited in the District's workplace, and specify the actions that will be taken against employees for violation of such prohibitions.
2. Establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace; the District's policy of maintaining a drug-free work-place; and available drug counseling, rehabilitation, and employee assistance programs; and the penalty that may be imposed on employees for drug abuse violations occurring in the workplace.
3. Make it a requirement that each employee whose employment is funded by a federal grant be given a copy of the statement as required.
4. Notify the employee in the required statement that as a condition of employment under the grant, the employee will abide by the terms of the statement, and will notify the District of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
5. Notify the federal agency within ten days after receiving notice from an employee or otherwise receiving notice of such conviction.
6. Take one of the following actions within 30 days of receiving notice with respect to any employee who is so convicted; take appropriate personnel action against such an employee, up to and including termination; or require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health law enforcement, or other appropriate agency.
7. Make a good faith effort to continue to maintain a drug-free workplace through implementation of all the provisions of this policy.

LEGAL REFS.: The Drug-Free Workplace Act of 1988

CROSS REFS.: IHAMB, Teaching about Drugs, Alcohol, and Tobacco  
[JICH](#), Drug and Alcohol Use by Students

**TOBACCO USE ON SCHOOL PROPERTY BY STAFF MEMBERS PROHIBITED**

Use of any tobacco products, including, but not limited to: cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco and snuff and electronic cigarettes, electronic cigars, electronic pipes or other similar products that rely on vaporization or aerosolization, within the school buildings, school facilities, on school grounds or school buses, or at school sponsored events by any individual, including school personnel, is prohibited at all times.

Staff members who violate this policy will be referred to their immediate supervisor.

LEGAL REF.: M.G.L. 71:37H

CROSS REFS.: ADC, Tobacco Products on School Premises Prohibited  
JICH, Alcohol, Tobacco and Drug Use by Students Prohibited

## **STAFF PERSONAL SECURITY AND SAFETY**

Through its overall safety program and various policies pertaining to school personnel, the Committee will seek to assure the safety of employees during their working hours and assist them in the maintenance of good health.

Employees offered a position as a custodian, maintenance worker or food service worker must successfully pass a pre-employment physical examination (provided at School Committee cost) prior to the date of employment.

The Superintendent may require an employee to submit to a physical examination by a physician appointed by the school district whenever that employee's health appears to be a hazard to children or others in the school district or when a doctor's certificate is legally required to verify need for sick leave.

School employees, their families and members of their household are eligible to use the confidential services provided by the municipality's employee assistance program,

LEGAL REFS.: M.G.L. 71:54; 71:55C

CROSS REFS.: EB, Safety Program

## **STAFF ACCIDENT REPORTS**

The School Committee expects the Superintendent to have a procedure in place that informs staff members of their rights and obligations should an accident or injury occur during working hours.

### **PLEASE NOTE:**

All school personnel who receive any kind of injury on the school premises are required to file a written report of said accident within 24 hours. Forms for this purpose are available at the office of each Principal. Failure to follow this procedure may jeopardize eligibility for Workmen's Compensation. Specific instructions for documenting and filing a workman's compensation claim are located in the Nursing Department Policy and Procedure Manual found in each nursing office and front office of a school.

## **DOMESTIC VIOLENCE LEAVE POLICY**

It shall be the policy of the school district to permit an employee to take up to 15 days of domestic violence leave from work in any 12-month period. In order to be eligible for said leave:

- i. the employee, or a family member of the employee must be a victim of abusive behavior;
- ii. the employee must be using the leave from work to seek or obtain medical attention, counseling, victim services or legal assistance; secure housing; obtain a protective order from court; appear before a grand jury; meet with a district attorney or other law enforcement official; or attend child custody proceedings or address other issues directly related to the abusive behavior against the employee or family member of the employee; and
- iii. the employee must not be the perpetrator of the abusive behavior against such employee's family member.

The fifteen days of leave shall be paid. An employee seeking such leave shall not need to exhaust all annual or vacation leave, personal leave and sick leave available to the employee, prior to requesting or taking domestic violence leave, unless the employer waives this requirement.

Except in cases of imminent danger to the health or safety of an employee, advanced notice of domestic violence leave shall be required. If such imminent danger exists, the employee shall notify the employer within 3 workdays that the leave was taken. The notification may be communicated to the employer by the employee, a family member of the employee or the employee's counselor, social worker, health care worker, member of the clergy, shelter worker, legal advocate or other professional who has assisted the employee in addressing the effects of the abusive behavior. If an unscheduled absence occurs, an employer shall not take any negative action against the employee if the employee, within 30 days from the unauthorized absence or within 30 days from the employee's last unauthorized absence in the instance of consecutive days of unauthorized absences, provides any of the documentation found in (1) to (7) below. An employer may require documentation that the employee or employee's family member has been a victim of abusive behavior and that the leave is consistent with clauses (i) to (iii) as above referenced; provided, however, that an employer shall not require an employee to show evidence of an arrest, conviction or other law enforcement documentation for such abusive behavior. The documentation shall be provided to the employer within a reasonable period after the employer requests it.

An employee shall satisfy this documentation requirement by providing any one of the following documents to the employer:

- (1) a protective order, order of equitable relief or other documentation issued by a court of competent jurisdiction as a result of abusive behavior against the employee or employee's family member;
- (2) a document under the letterhead of the court, provider or public agency which the employee attended for the purposes of acquiring assistance as it relates to the employee or family member;
- (3) A police report or statement of a victim or witness provided to police documenting the abusive behavior;

- (4) documentation that the perpetrator of the abusive behavior has admitted to sufficient facts to support a finding of guilt; or has been convicted of, or has been adjudicated a juvenile delinquent by reason of any offense constituting abusive behavior;
- (5) medical documentation of treatment as a result of the abusive behavior;
- (6) a sworn statement, signed under the penalties of perjury, provided by a counselor, social worker, healthcare worker, member of the clergy, , shelter worker, legal advocate or other professional who has assisted the employee in addressing the effects of the abusive behavior;
- (7) a sworn statement, signed under the penalties of perjury, from the employee attesting that the employee has been a victim of or is a family member of a victim of abusive behavior.

All information related to the employee’s leave shall be kept confidential and shall not be disclosed, except to the extent that disclosure is:

- i. requested or consented to, in writing, by the employee;
- ii. ordered to be released by a court of competent jurisdiction;
- iii. otherwise required by applicable federal or state law;
- iv. required in the course of an investigation authorized by law enforcement, including, but not limited to, an investigation by the Attorney General; or
- v. necessary to protect the safety of the employee or others employed at the workplace.

The Superintendent shall ensure that notice is provided to all employees in the next school year and beyond by appropriately amending the district’s employee handbooks, by whatever title they may be known, or by direct notice about the Domestic Violence Law and securing the employees signature acknowledging receipt of the handbook/notice. The Superintendent shall be responsible for notifying all current employees, unless they have been notified through the handbook, of this policy in a manner that he/she deems appropriate.

No employer shall coerce, interfere with, restrain or deny the exercise of, or any attempt to exercise, any rights provided herein or to make leave requested or taken contingent upon whether or not the victim maintains contact with the alleged abuser. No employer shall discharge or in any other manner discriminate against an employee for exercising the employee’s rights under law. The taking of domestic violence leave shall not result in the loss of any employment benefit accrued prior to the date of such leave. Upon the employee’s return from such leave, he/she shall be entitled to restoration to the employee’s original job or to an equivalent position. Definitions of ‘abuse’, ‘abusive behavior’, ‘domestic violence’, ‘employees’ and ‘family members’ may be found in the laws referenced below.

LEGAL REF.: M.G.L. 149:52E Section 10  
Chapter 260 of the Acts of 2014

## **FAMILY AND MEDICAL LEAVE**

The Hamilton-Wenham Regional School District will comply with the mandatory provisions of the Family and Medical Leave Act of 1993. The Superintendent will issue, and from time to time amend, procedures setting forth the rights and procedures granted by the Act, and will ensure compliance with those procedures either personally or by delegation, or by some combination of personal oversight and delegation.

LEGAL REFS.: P.L. 103-3, "Family and Medical Leave Act of 1993".

## **STAFF PARTICIPATION IN POLITICAL ACTIVITIES**

The School Committee recognizes that employees of the school district have the same fundamental civic responsibilities and privileges as other citizens. Among these are campaigning for an elective public office and holding an elective or appointive office.

In connection with campaigning, an employee will not: use school district facilities, equipment or supplies; discuss their campaign with school personnel or students during the working day; use any time during the working day for campaigning purposes. Under no circumstances, will students be pressured into campaigning for any staff member.

LEGAL REF.:           M.G.L. 55; 71:44

## PERSONNEL RECORDS

Information about staff members is required for the daily administration of the school district, for implementing salary and other personnel policies, for budget and financial planning, for responding to appropriate inquiries about employees, and for meeting the School Committee's education reporting requirements. To meet these needs, the Superintendent will implement a comprehensive and efficient system of personnel records maintenance and control under the following guidelines:

1. A personnel folder for each present and former employee will be accurately maintained in the central administrative office. In addition to the application for employment and references, the folders will contain records and information relative to compensation, payroll deductions, evaluations, and any other pertinent information.
2. The Superintendent will be the official custodian for personnel files and will have overall responsibility for maintaining and preserving the confidentiality of the files within the provisions of the law.
3. Personnel records are considered confidential under the law and will not be open to public inspection. Access to personnel files will be limited to persons authorized by the Superintendent to use the files for the reasons cited above.
4. Each employee will have the right, upon written request, to review the contents of their own personnel file.
5. Employees may make written objections to any information contained in the file. Any written objection must be signed by the staff member and will become part of the employee's personnel file. Further, no negative comment will be placed in a staff member's file unless it is signed by the person making the comment and the staff member is informed of the comment and afforded the opportunity to include their written response in the file.
6. Lists of school district employees' names and home addresses will be released only to governmental agencies as required for official reports or by the laws.

LEGAL REFS.: Family Educational Rights and Privacy Act, Sec. 438, P.L. 90-247  
Title IV, as amended  
88 Stat. 571-574 (20 U.S.C. 1232g) and regulations  
M.G.L. 4:7; 71:42C  
Teachers' Agreement

CONTRACT REF.: All Agreements

CROSS REF.: KDB, Public's Right to Know

## **STAFF COMPLAINTS AND GRIEVANCES**

The administration will develop effective means of resolving differences that may arise among employees and between employees and administrators; reduce potential areas of grievances; and establish and maintain recognized channels of communication between the staff, administration, and School Committees.

Grievance procedures will provide for prompt and equitable adjustment of differences at the lowest possible administrative level, and that each employee be assured opportunity for an orderly presentation and review of complaints and concerns.

LEGAL REFS.: M.G.L. 150E:5

CONTRACT REFS.: Contract Agreements

## **PROFESSIONAL STAFF POSITIONS**

All professional staff positions in the school district will be created initially by the School Committee. It is the Committee's intent to activate a sufficient number of positions to accomplish the school district's goals and objectives and to provide for the equitable staffing of each school building. Although such positions may remain temporarily unfilled, only the Committee may abolish a position it has created.

Each time a new position is established by the Committee, the Superintendent will present for the Committee's approval a job description for the position, which specifies the jobholder's qualifications and the job's performance responsibilities. The Superintendent will maintain a comprehensive set of job descriptions for all positions.

## PROFESSIONAL STAFF SALARY SCHEDULES

### Teachers

The School Committee will adopt a salary schedule for regular teaching personnel as part of the contract negotiated with the teachers' bargaining unit. The schedule will be designed to recognize and reward training and experience and encourage additional study for professional advancement.

### Principals

Salaries will be reviewed annually prior to July 1. The School Committee, with the advice of the Superintendent, will establish levels of compensation for each position based on the circumstances, dynamics, and requirements of each position. It is the responsibility of the Superintendent to present evidence to the School Committee to support recommendations for salary increases.

### Administrators

Salaries will be reviewed annually prior to July 1. The Superintendent may, upon the request of the Committee, survey other school districts to determine salaries being paid for comparable positions in each district. The survey will include the effective date of the specified salary.

LEGAL REFS.: M.G.L. 71:40; 71:43; 71:42B

CONTRACT REF.: Teachers' Agreement

## **EMPLOYMENT OF PRINCIPALS**

Principals shall be employed by the School District under individual contracts of employment. Said contracts shall be submitted to the School Committee for their approval of all terms concerning compensation/benefits, prior to the presentation of a contract of employment to the Principal. The School Committee will develop and annually review standard terms concerning compensation and benefits for individual contracts. The compensation/benefit levels, above referenced, may be exceeded only with the approval of the School Committee.

Initial contracts issued to Principals may be up to three years in length, and may be reissued by the Superintendent at levels of compensation/benefits, determined by the School Committee, provided that the Superintendent may employ a Principal under the terms and conditions of the previous contract of employment.

The length of second and subsequent contracts of employment for Principals shall be in accordance with state law.

As a condition of employment, each Principal must maintain current certification, adhere to the policies and goals of the School Committee and the directives of the Superintendent, and annually must submit, with the school council, the educational goals and school improvement plan for the school building(s) under their direction.

LEGAL REF: M.G.L. 71:41; 71:59B

## **PROFESSIONAL STAFF SUPPLEMENTARY PAY PLANS**

Certain assignments require extra responsibility or extra time over and above that required of other staff members who are on the same position on the basic salary schedule. When such supplemental assignments require extra time and responsibility beyond that regularly expected of teachers, they will be rewarded with extra compensation.

Assignments that are to be accorded extra compensation will be designated by the Committee. Appointments to these positions will be made by the Superintendent for District-wide positions or by the Principal with the approval of the Superintendent for building based personnel. The amount of compensation for the position will be established by the Committee at the time the position is created.

A teacher who is offered and undertakes a supplementary pay assignment will receive a supplementary contract specifying the pay, duration and terms of the assignment. If a teacher will not be extended the assignment for the following school year but will remain on the teaching staff, he or she will be so notified in writing prior to the expiration of the contract. Upon termination of the assignment, the supplementary pay will cease.

LEGAL REF.:           Collective Bargaining Agreement

## **PROFESSIONAL STAFF RECRUITING/POSTING OF VACANCIES**

It is the responsibility of the Superintendent, with the assistance of the administrative staff, to determine the personnel needs of the school district and it is the responsibility of the Principal, in consultation with the Superintendent, to determine the personnel needs of the individual schools. In addition, school councils may review personnel requirements as a means of evaluating the needs of a school. Any recommendations for the creation or elimination of a position must be approved by the School Committee.

The search for good teachers and other professional employees will extend to a wide variety of educational institutions and geographical areas. It will take into consideration the characteristics of the community and the need for a heterogeneous staff from various cultural backgrounds.

Recruitment procedures will not overlook the talents and potential of individuals already employed by the school district. Any current employee may apply for any position for which he or she has certification and meets other stated requirements.

Openings in the schools will be posted in sufficient time, before the position is filled, to permit current employees to submit applications.

LEGAL REFS.:        Collective Bargaining Agreements

## **PROFESSIONAL STAFF HIRING**

Through its employment policies, the District will strive to attract, secure, and hold the highest qualified personnel for all professional positions. The selection process will be based upon awareness to candidates who will devote themselves to the education and welfare of the children attending the schools.

It is the responsibility of the Superintendent, and of persons to whom he or she delegates this responsibility, to determine the personnel needs of the school district and to locate suitable candidates. No position may be created without the approval of the School Committee. The District's goal is to employ and retain personnel who are motivated, will strive always to do their best, and are committed to providing the best educational environment for the children

It will be the duty of the Superintendent to see that persons considered for employment in the schools meet all certification requirements and the requirements of the Committee for the type of position for which the nomination is made.

The following guidelines will be used in the selection of personnel:

1. There will be no discrimination in the hiring process due to race, color, religion, national origin, sex, gender identity, sexual orientation, age, genetic information, ancestry, military status, disability, pregnancy or pregnancy related condition.
2. The quality of instruction is enhanced by a staff with a wide variation in background, educational preparation, and previous experience.
3. The administrator responsible for the hiring of a staff member (in the case of District-wide positions, for the position of Principals, it is the Superintendent; for building-based personnel, it is the Principal) is directed to establish a representative screening committee. The administrator has the final say in determining who will be hired but it is expected that the screening committee's input will be a factor in the decision. For those positions where the hiring authority rests with the School Committee, a representative screening committee may be established by the School Committee, or the School Committee may direct the Superintendent to establish a screening committee to assist the Superintendent in making their recommendation to the School Committee.

LEGAL REFS.: M.G.L. 69:6; 71:38; 71:38G; 71:39; 71:45  
Massachusetts Board of Education Requirements for Certification of Teachers, Principals, Supervisors, Directors, Superintendents and Assistant Superintendents in the Public Schools of the Commonwealth of Massachusetts, revised 1994  
BESE Regulations 603 CMR 7:00, 26.00, and 44:00

## **SUBSTITUTE PROFESSIONAL STAFF EMPLOYMENT**

The school district will employ as substitute teachers, to the extent possible, persons who meet the requirements for teacher appointments and will assign teachers substitute-teaching positions on the basis of their areas of competence. When the supply of potential substitutes in a particular subject area is too limited to meet school department needs, there will be active recruitment for substitutes in those areas. All substitute teachers will be expected to provide educational services, rather than to assume merely a student-supervisory role. They will be provided with as much support as possible by building administrators and teachers.

The School Committee will set the daily rate of pay for substitute teachers, including extended-term substitutes. The latter will be granted such additional benefits as approved by the School Committee.

## **PHILOSOPHY OF STAFF DEVELOPMENT**

All staff members will be encouraged in and provided with suitable opportunities for the development of increased competencies beyond those they may attain through the performance of their assigned duties and assistance from supervisors.

Opportunities for professional growth may be provided through such means as the following:

1. Planned in-service programs and workshops offered within the school district from time to time; these may include participation by outside consultants.
2. Common planning time to allow for collaboration on instruction, curriculum, assessment and student needs.
3. Membership on curriculum development committees drawing personnel from within and without the school district.
4. Released time for visits to other classrooms and schools and for attendance at conferences, workshops, and other professional meetings.
5. Leaves of absence for graduate study, research, and travel.
6. Partial payment of tuition for approved courses.

The Superintendent will have authority to approve or deny released time for conferences and visitations and reimbursements for expenses, provided such activities are within budget allocations for the purpose.

## **PROFESSIONAL TEACHER STATUS**

Teachers and certain other professional employees who have served in the District for three consecutive years shall be entitled to professional teacher status. Upon recommendation of the Principal, the Superintendent, may award such status to a teacher who has served in the Principal's school for no less than two years or a teacher who has obtained such status in any other public school in the Commonwealth. The Superintendent will base his/her decisions on the results of evaluation procedures conducted according to School Committee policy.

At the end of each of the first three years of a teacher's employment, it will be the responsibility of the Superintendent to notify each employee promptly in writing of the decision on reappointment. Notification to a teacher not being reappointed must be made by June 15 or at an earlier date if required by a collective bargaining agreement.

A teacher who attains professional teacher status will have continuous employment (as described in M.G.L. 71:41 and 71:42B) in the service of the District. A teacher with professional teacher status whose position is abolished by a School Committee may be continued in the employ of the school system in another position for which he or she is legally qualified.

Nothing in these provisions will be considered as restricting the Superintendent from changing teaching assignments or altering or abolishing supervisory assignments except that, by law, no teacher may be assigned to a position for which he or she is not legally qualified.

LEGAL REFS.: M.G.L. 71:38; 71:38G; 71:38H; 71:41; 71:42; 71:42B; 71:43

CONTRACT REFS.: Teachers' Agreement

## **PROFESSIONAL STAFF ASSIGNMENTS AND TRANSFERS**

The basic consideration in the assignment of professional staff members will be the needs of the students and the instructional program.

Therefore, the assignment and transfer of professional staff members will be accomplished by the Superintendent on the basis of the employee's qualifications, the needs of the school district, and the employees' expressed desires.

Care will be exercised by the Superintendent to assure that all schools are staffed with effective teachers.

Within an individual school, the building administrator will have the authority to assign classes and courses, provided this is done with full regard for the teacher's area of certification and the policies delineated above.

CONTRACT REF.: Teachers' Agreement

## **EVALUATION OF PROFESSIONAL STAFF**

In order to assure a high quality of teacher and administrator performance and to advance the instructional programs of the schools, the superintendent will establish a continuous program for teacher and administrator evaluation and will make regular reports to the School Committee. The program for teacher and administrator evaluation will be consistent with DESE Regulation 603 CMR 35.00, "Evaluation of Educators." (will be established by the School Committee. Regular reports will be made to the Superintendent concerning the outcomes of these evaluations).

LEGAL REFS.: M.G.L. 69:1B; 71:38; 71:38Q; 150E; 152B  
603 CMR 35:00

CONTRACT REF.: Teachers' Agreement

## EVALUATION OF PROFESSIONAL STAFF

In order to assure a high quality of teacher and administrator performance and to advance the instructional programs of the schools, a continuous program for teacher and administrator evaluation will be established by the School Committee. Regular reports will be made to the Superintendent concerning the outcomes of these evaluations.

The evaluation process will include:

1. The development and periodic review of techniques and procedures for making evaluations.
2. Interpretation of the information gained in the evaluative process in terms of the objectives of the instructional program.
3. The application of the information gained to the planning of staff development and in-service training activities, which are designed to improve instruction and increase teacher competence.

The evaluation process will include self-evaluation, supervisor initiated observations, and teacher initiated observations.

The formal evaluations will be written and will be discussed by the supervisor and the person being evaluated. The discussions may either precede or follow the writing of the evaluation document. Copies of the written document will be signed by both parties and incorporated into the personnel files of the teacher or administrator. In addition, the individual and his department chairman (if applicable) will receive a signed copy. The signature should indicate that the evaluation has been read and discussed.

The written evaluation should be specific in terms of the person's strengths and weaknesses. Those areas where improvement is needed should be clearly set forth and recommendations for improvement should be made. Subsequent evaluations should address themselves to any improvement or to any continuing difficulty that is observed.

LEGAL REFS.: M.G.L. 69:1B; 71:38; 71:38Q; 150E; 152B  
603 CMR 35:00

CONTRACT REF.: Teachers' Agreement

**RETIREMENT OF PROFESSIONAL STAFF MEMBERS**

Annually in January, the Superintendent will inform the Committee of the professional staff members who have indicated their intentions to retire at the end of the current school year. No further School Committee action is necessary unless approval is needed for payment of or participation in continued local benefits.

LEGAL REFS:           Age Discrimination in Employment Law P.L. 95-256

CONTRACT REFS.: Teachers' Contract

## **SUSPENSION AND DISMISSAL OF PROFESSIONAL STAFF MEMBERS**

The Superintendent will strive to assist personnel to perform their duties efficiently. However, the Superintendent may dismiss any employee in accordance with state law. Further, the Committee recognizes the constitutional rights of the District's employees and assures them the protection of due process of law. To guarantee such rights, a system of constitutionally and legally sound procedures will be followed in each case of suspension or dismissal of an employee.

When the Superintendent or a Principal determines that sufficient cause exists that a professional employee be suspended or dismissed from service in the school district, he or she will:

1. Be certain that each such case is supported by defensible records.
2. Determine if the individual is to be suspended immediately with the understanding that the suspension will be subject to restoration of salary and position if an appeal is decided in favor of the individual.
3. Follow the procedures for dismissal or suspension that are contained in applicable laws as well as those included in the current agreement with the teachers' bargaining unit.
4. Provide the individual involved with a written statement that will:
  - a. Indicate whether the action the Superintendent is taking is dismissal or suspension.
  - b. State the reason for the suspension or dismissal.
  - c. Guarantee that all procedures will be in accordance with due process of law.
  - d. Inform employees who have a right to request a hearing under appropriate laws that they may be represented at such a hearing by counsel of their choice.

LEGAL REFS.: M.G.L. 71:42; 71:42D

## TUTORING FOR PAY

Definition: "Tutoring" means giving private instruction or help to an individual or group for which the teacher receives remuneration other than through the School Committee.

A teacher cannot recommend that one of his or her own students get tutoring, and then be paid to tutor that same student in a second job.

A teacher may not tutor students who are currently in their class. Even if the teacher does not recommend that the current student receive private tutoring, the teacher should not tutor current students.

Teachers and other public employees may not approach a student, or the student's parents/guardians, seeking private tutoring work. A teacher may provide tutoring when the relationship is initiated by the parents/guardians or a student, but, if the student is, or in the future may be, under the teacher's authority, the teacher will need to provide a written disclosure.

A teacher cannot use school resources such as classrooms or materials in connection with a private tutoring business. A public school employee cannot use a school or district website to advertise private tutoring services. Schools cannot send home brochures for a particular tutoring service with the children.

Tutoring is not to be recommended for a student unless the appropriate teacher of the student involved is consulted and agrees that it will be of real help. If tutoring seems advisable, the Principal may give the parents/guardians a list of persons who are willing to tutor. This list may include teachers, but not the student's teacher of the subject in which he or she is to be tutored.

Tutoring for pay is not to be done in the school building.

LEGAL REF: M. G. L. 268A Mass. Ethics Commission FAQs for Public School Teachers, Appearance of Undue Favor or Improper Influence Disclosure Form

## **SUPPORT STAFF POSITIONS**

Education is a cooperative enterprise in which all employees of the school district must participate intelligently and effectively for the benefit of the children. This school district will employ support staff members in positions that function to support the education program.

All support staff positions will be established initially by the Committee. In each case, the Superintendent will submit for the Committee's consideration and action a job description or job specifications for the position.

Although positions may remain temporarily unfilled or the number of persons holding the same type of position reduced in event of de-staffing requirements, only the Committee may abolish a position it has created.

## **SUPPORT STAFF CONTRACTS AND COMPENSATION PLANS**

In establishing rates of pay and levels of compensation for support staff personnel, the School Committee will take into account the responsibilities of the position, the qualifications needed, past experience of the individual, and years of service in the school department.

Compensation plans will be reviewed annually for all categories of staff. Such review, where applicable, will be carried out in connection with negotiations with representatives of recognized bargaining units. The master agreements with these units will be considered appendices to this manual and will have the full force of School Committee policy.

The School Committee will set the rates of pay for personnel not covered by collective bargaining agreements.

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

CONTRACT REFS.: All Contracts

## **EVALUATION OF SUPPORT STAFF**

A program of continuous observation and evaluation will be developed to find the right employees to fill vacancies, determine assignments and equitable work loads, and establish wage and salary policies that encourage employees to put forth their best efforts.

The evaluation will cover the major areas of the employee's responsibilities and their job descriptions.

Each employee will be informed of the basis upon which they are to be evaluated in advance of evaluation.

CONTRACT REFS.: All support staff agreements

**RETIREMENT OF SUPPORT STAFF MEMBERS**

All full-time non-instructional personnel are required to participate in the Essex County Retirement System.

Periodically, the Superintendent will present to the Committee the names of support staff members who have indicated their intentions to retire.

LEGAL REFS.: Age Discrimination in Employment Law, P.L. 95-256  
M.G.L. 71:16F

## **SUSPENSION AND DISMISSAL OF SUPPORT STAFF MEMBERS**

Support staff employed by the School District may be terminated by the Principal of the building in which they serve, with the approval of the Superintendent. However, employees may request the Superintendent to review the circumstances of their termination.

In the event of failure to perform as required, the Superintendent may immediately suspend or terminate employment depending upon agreement language.

Support staff employees may or may not be given prior notice of their dismissal, depending upon the circumstances.

The Superintendent, or the Principal, with the approval of the Superintendent, may also suspend/remove employees from their individual assignments.

**PERSONNEL POLICY GOALS**

~~The District supports a student-centered, creative, and flexible learning environment. The personnel policies of the District reflect this philosophy and guide the recruitment, selection, training and support of highly qualified and committed administrators, teachers and support staff.~~

~~The District's specific personnel goals are:~~

- ~~1. To develop and implement those strategies and procedures for personnel recruitment, screening, and selection that will result in the employment and retention of individuals with the highest capabilities, strongest commitment to quality education, and greatest probability of effectively implementing the system's learning program.~~
- ~~— To provide positive programs of staff development that contribute both to improvement of the learning program and to each staff member's career development aspirations.~~
- ~~2. To develop and use for personnel evaluation positive processes that contribute to the improvement of both staff capabilities and the learning program.~~

~~LEGAL REF.: 603 CMR 26:07 subsections 3, 4, & 5~~

~~Adopted: 6/20/13~~

~~Reviewed:~~

~~SOURCE: Hamilton-Wenham~~

## PERSONNEL POLICIES GOALS

The District supports a student centered, creative, and flexible learning environment. The personnel policies of the District reflect this philosophy and guide the recruitment, selection, training and support of highly qualified and committed administrators, teachers and support staff.

The District's specific personnel goals are:

1. To develop and implement those strategies and procedures for personnel recruitment, screening, and selection that will result in the employment and retention of individuals with the highest capabilities, strongest commitment to quality education, and greatest probability of effectively implementing the district's learning program.
2. To develop a general staff assignment strategy that will contribute to the learning program, and to use it as the primary basis for determining staff assignments.
3. To provide positive programs of staff development that contribute both to improvement of the learning program and to each staff member's career development aspirations.
4. To provide for a genuine team approach to education.
5. To develop and use for personnel evaluation positive processes that contribute to the improvement of both staff capabilities and the learning program.

~~SOURCE: MASC~~

LEGAL REF.: 603 CMR 26:00

File: GBA

## **EQUAL EMPLOYMENT OPPORTUNITY**

The District does not discriminate on the basis of sex, race, color, national origin, sexual orientation, gender identity, religion, age, handicap, pregnancy or pregnancy related condition, and/or disability in admission to, access to, treatment in, or employment in its programs and activities. The School Committee will take action to ensure that any individual within the district who is responsible for hiring and/or personnel supervision understands that applicants are employed, assigned, and promoted without regard to their race, creed, color, age, sex, national origin, gender identity, pregnancy or pregnancy related condition, or sexual orientation. Every available opportunity will be taken in order to assure that each applicant for a position is selected on the basis of qualifications, merit and ability.

The following person has been designated to handle inquiries regarding the nondiscrimination policies:

Superintendent of Schools  
HWRSD  
5 School Street  
Wenham, MA 01984 (978) 468-5310

Inquiries concerning the application of non-discrimination policies may also be referred to the Boston Office, Office for Civil Rights, U.S. Department of Education, 8<sup>th</sup> Floor, 5 Post Office Square, Boston, MA 02109-3921. (617) 289-0111

LEGAL REFS.:      603 CMR 26:00  
                         M.G.L. 151B

~~Reviewed:~~

~~SOURCE: Hamilton-Wenham~~

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

### **EQUAL EMPLOYMENT OPPORTUNITY**

~~The School Committee subscribes to the fullest extent to the principle of the dignity of all people and of their labors and will take action to ensure that any individual within the District who is responsible for hiring and/or personnel supervision understands that applicants are employed, assigned, and promoted without regard to their race, color, religion, national origin, sex, gender identity, sexual orientation, age, genetic information, ancestry, military status, disability, pregnancy or pregnancy related condition. Every available opportunity will be taken in order to assure that each applicant for a position is selected on the basis of qualifications, merit and ability.~~

SOURCE: MASC March 2018

LEGAL REF.: ~~M.G.L. 151B:4;~~  
~~BESE Regulations 603-CMR 26:00~~

CROSS REF.: ~~AC, Nondiscrimination~~

~~NOTE: Although it is not usually necessary to have a policy that simply restates existing law, in this case it is important to reaffirm the School Committee's commitment to equal opportunity and to remind the hiring authorities in the District that many considerations other than District educational goals are factors to be considered.~~

~~This is also the category in which to include an affirmative action policy and plans. Details of the affirmative action plan could follow the Committee's policy as a School Committee-approved procedure. The cross references are to related statements in this manual.~~

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## ~~STAFF ETHICS / CONFLICT OF INTEREST~~

~~All employees of the District are expected to act in the best interests of the district, avoiding any situation that could involve a conflict between personal interest and those of the district. All employees of the district, as required by Commonwealth law, will complete an online ethics and conflict of interest training within 30 days of the date on which they commence employment, and every 2 years thereafter. Employees must provide evidence to the School Committee that they have completed the program and should be reminded to retain a copy of their completion certificate for their own records.~~

~~The School Committee expects members of its professional staff to be familiar with the code of ethics that applies to their profession and to adhere to it in their relationships with students, parents, coworkers, and officials of the school system.~~

~~No employee of the District will engage in or have a financial interest in, directly or indirectly, any activity that conflicts or raises a reasonable question of conflict with his or her duties and responsibilities in the school system. Nor will any staff member engage in any type of private business during school time or on school property.~~

~~Employees will not engage in work of any type where information concerning customer, client, or employer originates from any information available to them through school sources.~~

~~Moreover, as there should be no conflict of interest in the supervision and evaluation of employees, at no time may any administrator responsible for the supervision and/or evaluation of an employee be directly related to him or her.~~

~~In order to avoid the appearance of any possible conflict, it is the policy of the School Committee that when an immediate family member, as defined in the Conflict of Interest statute, of a School Committee member or district administrator is to be hired into or promoted within the School District, the Superintendent shall file public notice with the School Committee and the Town or District Clerk.~~

~~LEGAL REF.: MGL 286A~~

~~Adopted: 5/16/13~~

~~Reviewed: 2/4/16~~

~~SOURCE: Hamilton-Wenham~~

*Hamilton-Wenham Regional School District*

File: GBEA

### **STAFF ETHICS / CONFLICT OF INTEREST**

The School Committee expects members of its professional staff to be familiar with the code of ethics that applies to their profession and to adhere to it in their relationships with students, parents/guardians, coworkers, and officials of the school district.

No employee of the Committee will engage in or have a financial interest in, directly or indirectly, any activity that conflicts or raises a reasonable question of conflict with his duties and responsibilities in the school district. Nor will any staff member engage in any type of private business during school time or on school property.

Employees will not engage in work of any type where information concerning customer, client, or employer originates from any information available to them through school sources.

Moreover, as there should be no conflict of interest in the supervision and evaluation of employees, at no time may any administrator responsible for the supervision and/or evaluation of an employee be directly related to them.

Every two years, all current employees, including School Committee members, must complete the State Ethics Commission's online training. New employees must complete this training within 30 days of beginning employment and every 2 years thereafter. Upon completing the program, employees should print out the completion certificate and keep a copy for themselves. Employees will be required to provide a copy of the completion certificate to the municipal or district Clerk through the Superintendent's office.

In order to avoid the appearance of any possible conflict, it is the policy of the School Committee that when an immediate family member, as defined in the Conflict of Interest statute, of a School Committee member or district administrator is to be hired into or promoted within the School District, the Superintendent shall file public notice with the School Committee and the Municipal or District Clerk at least two weeks prior to executing the hiring in accordance with the law.

LEGAL REFS.: M.G.L. 71:52; 268A:1 et seq.

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

File: GBEB

### **STAFF CONDUCT**

All staff members have a responsibility to familiarize themselves with and abide by the laws and regulations of the State as these affect their work, the policies of the School Committee, and the procedures designed to implement them.

In the area of personal conduct, the Committee expects that teachers and others will conduct themselves in a manner that not only reflects credit to the school district but also sets forth a model worthy of emulation by students.

All staff members will be expected to carry out their assigned responsibilities with conscientious concern.

Essential to the success of ongoing school operations and the instructional program are the following specific responsibilities, which will be required of all personnel:

1. Faithfulness and promptness in attendance at work.
2. Support and enforcement of policies of the Committee and their implementing procedures and school rules in regard to students.
3. Diligence in submitting required reports promptly at the times specified.
4. Care and protection of school property.
5. Concern for and attention to their own and the school district's legal responsibility for the safety and welfare of students, including the need to ensure that students are under supervision at all times.

~~SOURCE: MASC September 2016~~

LEGAL REFS.: M.G.L. 71:37H; 264:11; 264:14

*Hamilton-Wenham Regional School District*

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## ~~RULES PERTAINING TO STAFF AND STUDENT CONDUCT~~

~~Under Massachusetts law, the Superintendent is required to publish "rules and procedures pertaining to the conduct of teachers and students which have been adopted." (Codes of discipline, as well as procedures used to develop such codes shall be filed with the Department of Elementary and Secondary Education for information purposes only.) Standards of conduct will be included in staff and student handbooks. These handbooks will be reviewed and approved annually by the School Councils. The Superintendent will review staff and student handbooks to ensure they are consistent with District policies.~~

~~LEGAL REFS: — M.G.L. 71:37H~~

~~Adopted: 3/7/13  
Reviewed:~~

~~SOURCE: Hamilton-Wenham~~

## ~~ANTI-FRATERNIZATION~~

~~Staff must be aware of the imbalance of power that exists in relationships between staff and students. Staff is responsible for appropriate and professional conduct in all settings and in all forms of communication, including but not limited to, verbal communication/speech, written communication, electronic communication, physical gestures, motions or other forms of interaction. It is the staff member's responsibility to terminate any relationship that may be inappropriate. The staff of the Hamilton-Wenham Regional School District must understand that the adherence to this Anti-Fraternization Policy is a condition of employment. Failure to adhere to the requirements of this policy may result in disciplinary action, up to and including termination.~~

~~Adopted: 12/19/13  
Reviewed:~~

~~File: GBEBB~~

~~*Hamilton-Wenham Regional School District*~~

## GIFTS TO AND SOLICITATIONS BY STAFF

### Gifts

The acceptance of gifts worth \$50 or more by school personnel in a calendar year when the gift is given because of the position they hold, or because of some action the recipient could take or has taken in his or her public role, violates the conflict of interest law. Acceptance of gifts worth less than \$50, while not prohibited by the conflict of interest law, may require a written public disclosure to be made.

In keeping with this policy, no employee of the school district will accept a gift worth \$50 or more that is given because of the employee's public position, or anything that the employee could do or has done in his or her public position. Gifts worth less than \$50 may be accepted, but a written disclosure to the employee's appointing authority must be made if the gift and the circumstances in which it was given could cause a reasonable person to think that the employee could be improperly influenced. The value of personal gifts accepted is aggregated over a calendar year (4 gifts of \$20 value is the same as 1 gift of \$80 if given in the same calendar year).

In general, homemade gifts without retail value are permissible because a reasonable person would not expect an employee would unduly show favor to the giver, so no disclosure is required. Such gifts could include homemade food items (cookies, candy, etc), handpicked flowers, and handmade gifts worth less than \$10 (ten) dollars.

### Class Gifts

There is a specific exception to the prohibition against accepting gifts worth \$50 or more, when the teacher knows only that the gift is from the class, not from specific donors. A single class gift per calendar year valued up to \$150 or several class gifts in a single year with a total value up to \$150 from parents/guardians and students in a class may be accepted provided the gift is identified only as being from the class and the names of the givers and the amounts given are not identified to the recipient. The recipient may not accept an individual gift from someone who contributed to the class gift. It is the responsibility of the employee to confirm that the individual offering such gift did not contribute to the class gift.

### Gifts for School Use

Gifts given to a teacher solely for classroom use or to purchase classroom supplies are not considered gifts to an individual employee and are not subject to the \$50 limit. However, an employee who accepts such gifts must keep receipts documenting that money or gift cards were used for classroom supplies.

### Solicitations

In spirit, the School Committee supports the many worthwhile charitable drives that take place in the community and is gratified when school employees give them their support. However, the solicitation of funds from staff members through the use of school personnel and school time is prohibited by the conflict of interest law. Therefore, no solicitations of funds for charitable purposes should be made among staff members. Staff members of course remain free to support charitable causes of their own selection.

LEGAL REFS.: M.G.L. 268A:3; 268A:23; 930 CMR 5.00

CROSS REFS.: KHA, Public Solicitations in the Schools

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

JP, Student Donations and Gifts

*Hamilton-Wenham Regional School District*

## **GIFTS TO STAFF**

### Gifts

The acceptance of personal gifts by school personnel from school suppliers, from parents and/or students can be subject to misinterpretation and a source of embarrassment to the school system and all persons involved. When families, students, or others wish to express personal appreciation to a teacher or other staff member, the School Committee urges them to find modes of expression that do not involve personal gifts.

### Gifts worth less than \$50

Teachers and other school personnel may accept gifts that are worth less than \$50, but they must disclose in writing the fact that they have done so if, based on the circumstances, a reasonable person would conclude that the teacher might unduly show favor to the giver or the giver's child because of the gift. Disclosure should be made to the Superintendent.

### Gifts worth more than \$50

Gifts worth more than \$50 are prohibited, unless they are class gifts.

### Class gifts

Class gifts to teachers are permitted under the following circumstances:

- Parents and students of a class, acting together, may give a gift worth up to \$150 to a teacher, provided that the gift is identified only as being from the class, and the names of the givers and the amounts given are not identified to the teacher. A single class gift worth up to \$150, or several class gifts during the school year with a total value up to \$150 may be given.
- A teacher may not accept any other gift from someone who has contributed to a class gift. Therefore, if an individual gift is offered, before accepting it, the teacher must confirm that the giver did not contribute to the class gift.

### Gifts to the classroom or the school

A gift given to a teacher to use only in the classroom or to buy classroom supplies is not considered a gift to the teacher personally, and is, therefore not subject to the \$50 limit on personal gifts to teachers. Parents may give gifts to the classroom or school in accordance with the rules of the school district. A teacher who receives such a gift must keep receipts documenting that the money was used for classroom supplies.

### Gifts to teachers after the school year has ended

A gift may be received by a teacher after the school year has ended and grades have been reported provided that: 1) the giver did not contribute to the class gift; and 2) the gift is worth less than \$50. The teacher is not required to file a disclosure if the teacher will not have further contact with the student.

LEGAL REFS.: ~~M.G.L. Chapter 268A, §§ 3,23(b)(2) and 23(b)(3)-  
930-CMR 5.08(14)~~

Adopted: ~~3/4/99~~

Reviewed: ~~10/17/13~~

SOURCE: ~~Hamilton-Wenham~~

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

### **SOLICITATIONS BY STAFF**

~~In spirit, the School Committee supports the many worthwhile charitable drives that take place in the community and is gratified when school employees give them their support. However, the solicitation of funds from staff members through the use of school personnel and school time must be held at a minimum. Therefore, no solicitations of funds for charitable purposes will be made among staff members except with specific School Committee approval. Whenever such solicitations are made, no pressure will be exerted to obtain contributions even though the charitable purpose is one that the School Committee has specifically approved.~~

~~Furthermore, in order to protect school personnel from appearances of conflict of interest, no school employee may distribute or announce, or permit others to distribute or announce, any advertisement in the school system regarding the sale of merchandise or services not linked to permissible school fund raising without the permission of the School Committee.~~

~~Adopted: 10/17/13~~

~~Reviewed:~~

~~SOURCE: Hamilton-Wenham~~

*Hamilton-Wenham Regional School District*

## **ONLINE FUNDRAISING AND SOLICITATIONS - CROWDFUNDING**

School District employees shall comply with all of the following provisions relating to online solicitations and the use of crowdfunding services for school-related purposes as well as all applicable laws, regulations and district policies. No online fundraising may occur except as provided below.

The Superintendent shall have final authority to approve any online fundraising activities by school district employees and shall determine and communicate to Principals the circumstances under which online fundraising proposals shall require Superintendent or School Committee approval in accordance with law and school district policy (KCD). The Principal of each school shall approve all online fundraising activities within their buildings prior to any employee posting any such fundraising solicitation.

Any solicitation shall be for educational purposes only (field trips, supplies, supplemental materials, books, etc.). The solicitation of personal items (coats, nutritional snacks, etc.) shall only be to benefit students directly. To the extent an employee solicits any technology or software, the employee shall secure the prior written approval of the Director of Technology or designee prior to any such solicitation. Any employee seeking to display or post a photograph of a student in conjunction with a fundraising solicitation must first secure the written consent of the student's parent or guardian.

Employees shall not use a crowdfunding source, or set up their appeal in such a way, that they are asking for donations directly from people over whom the employee making the request has authority, or with whom the public employee is having official dealings (such as parents/guardians of student's in a teacher's classroom - the solicitation can say "Classroom X needs tissues and crayons," but it shouldn't be directed to parents/guardians who have shared email addresses with the teacher for purposes of communicating about their student).

Employees using crowdfunding services shall periodically disclose in writing to the Superintendent the names of all individuals whom the employee has directly solicited in any manner including but not limited to oral, written, or electronic solicitation. The Superintendent shall maintain these disclosures as public records available for public review.

Employees may only use crowdfunding services that send the items or proceeds solicited by the employee directly to the employee's school or to the school district. Employees must verify under the crowdfunding service's terms and conditions that they meet all requirements for such solicitation. Items or proceeds directly sent to employees are considered gifts to the employee and may result in violation of state ethics laws.

If an employee's proposal is approved by the crowdfunding service, the employee agrees to use the donated materials solely as stated in the employee's proposal.

If a solicitation is not fully funded within the time period required by the crowdfunding service, or the solicitation cannot be concluded for any reason, every attempt will be made to return donations to the donors. Donations unable to be returned shall only be used as account credits for future solicitations.

File: GBEBD

Unless otherwise approved by the Superintendent in writing, all goods and/or proceeds solicited and received through any online solicitation shall become the property of the School Committee, and not of the individual employee who solicited the item(s) or funds. The employee is prohibited from taking any such item(s) or funds to another school or location, without the Superintendent's written approval.

LEGAL REFS: MGL 44:53A; 71:37A; 268A:3; 268A:23;  
Ethics Commission Advisory Opinion EC-COI-12-1;

CROSS REFS: GBEA, Staff Ethics/Conflict of Interest;  
GBEBC, Gifts To and Solicitations by Staff;  
KCD, Public Gifts to Schools

~~NOTE: Crowdfunding services are defined as any online service used for the solicitation of goods, services, or money from a large number of people via the internet or other electronic network. Examples include GoFundme, Kickstarter, Indiegogo, YouCaring, and DonorsChoose.~~

File: GBEC

### **~~DRUG-FREE WORKPLACE POLICY~~**

~~The Hamilton-Wenham Regional School District has recognized in the past the importance of maintaining a workplace which is drug and alcohol free to enhance the welfare of employees and students. The Drug-Free Workplace Act of 1988, requires the Hamilton-Wenham Regional School District to certify that it maintains a drug-free workplace as a condition of receiving federal grants and contracts. The requirements of this law give the Hamilton-Wenham Regional School District the opportunity to reaffirm the following policy and its commitment to a workplace free of drugs and alcohol.~~

~~It is the policy of the Hamilton-Wenham Regional School District to maintain an alcohol free and drug-free workplace. The unlawful manufacture, distribution, dispensation, possession or use of controlled substances or alcohol is prohibited while on duty or on school department property. Any violations of this policy will be grounds for disciplinary action up to and including immediate suspension and dismissal.~~

~~It is a condition of employment that each employee abide by this policy and notify the Superintendent of Schools of any criminal drug conviction for a violation occurring in the workplace within five (5) days of such a conviction. The Hamilton-Wenham Regional School District has an obligation to notify the appropriate federal agency within ten (10) days of receiving such a notice of conviction. The Superintendent of Schools will take disciplinary action up to and including dismissal.~~

~~LEGAL REFS: — The Drug-Free Workplace Act of 1988~~

~~Adopted: 6/6/13~~

~~Reviewed:-~~

~~SOURCE: Hamilton-Wenham~~

File: GBEC

### **DRUG-FREE WORKPLACE POLICY**

The School District will provide a drug-free workplace and certifies that it will:

1. Notify all employees in writing that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, is prohibited in the District's workplace, and specify the actions that will be taken against employees for violation of such prohibitions.

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

2. Establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace; the District's policy of maintaining a drug-free work-place; and available drug counseling, rehabilitation, and employee assistance programs; and the penalty that may be imposed on employees for drug abuse violations occurring in the workplace.
3. Make it a requirement that each employee whose employment is funded by a federal grant be given a copy of the statement as required.
4. Notify the employee in the required statement that as a condition of employment under the grant, the employee will abide by the terms of the statement, and will notify the District of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
5. Notify the federal agency within ten days after receiving notice from an employee or otherwise receiving notice of such conviction.
6. Take one of the following actions within 30 days of receiving notice with respect to any employee who is so convicted; take appropriate personnel action against such an employee, up to and including termination; or require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health law enforcement, or other appropriate agency.
7. Make a good faith effort to continue to maintain a drug-free workplace through implementation of all the provisions of this policy.

~~SOURCE: MASC March 2016~~

LEGAL REFS.: The Drug-Free Workplace Act of 1988

CROSS REFS.: IHAMB, Teaching about Drugs, Alcohol, and Tobacco  
[JICH](#), Drug and Alcohol Use by Students

File: GBED

**TOBACCO USE ON SCHOOL PROPERTY BY STAFF MEMBERS PROHIBITED**

Use of any tobacco products, including, but not limited to: cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco and snuff and electronic cigarettes, electronic cigars, electronic pipes or other similar products that rely on vaporization or aerosolization, within the school buildings, school facilities, on school grounds or school buses, or at school sponsored events by any individual, including school personnel, is prohibited at all times.

Staff members who violate this policy will be referred to their immediate supervisor.

~~SOURCE: MASC September 2016~~

LEGAL REF.: M.G.L. 71:37H

CROSS REFS.: ADC, Tobacco Products on School Premises Prohibited  
JICH, Alcohol, Tobacco and Drug Use by Students Prohibited

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~~File: GBGB~~

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~~**PERSONNEL SECURITY AND SAFETY**~~

~~Through its overall safety program and various policies pertaining to school personnel, the committee will seek to assure the safety of employees during their working hours and assist them in the maintenance of good health.~~

~~The Superintendent may require an employee to submit to a physical examination by a physician appointed by the school system whenever that employee's health appears to be a hazard to children or others in the school system or when a doctor's certificate is needed to verify need for sick leave.~~

~~LEGAL REFS: — M.G.L. 71:54; 71:55B; 71:55C~~

~~Adopted: September 1998~~

~~Reviewed: 6/7/13~~

~~SOURCE: Hamilton-Wenham~~

File: GBGB

### **STAFF PERSONAL SECURITY AND SAFETY**

Through its overall safety program and various policies pertaining to school personnel, the Committee will seek to assure the safety of employees during their working hours and assist them in the maintenance of good health.

Employees offered a position as a custodian, maintenance worker or food service worker must successfully pass a pre-employment physical examination (provided at School Committee cost) prior to the date of employment.

The Superintendent may require an employee to submit to a physical examination by a physician appointed by the school district whenever that employee's health appears to be a hazard to children or others in the school district or when a doctor's certificate is legally required to verify need for sick leave.

School employees, their families and members of their household are eligible to use the confidential services provided by the municipality's employee assistance program,

LEGAL REFS.: M.G.L. 71:54; 71:55C

LEGAL REFS.: M.G.L. 71:54; 71:55C

CROSS REFS.: EB, Safety Program

~~Observe the cross references. Health insurance plans for employees are properly coded under Fringe Benefits for the appropriate category of staff.~~

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**STAFF ACCIDENT REPORTS**

The School Committee expects the Superintendent to have a procedure in place that informs staff members of their rights and obligations should an accident or injury occur during working hours.

**PLEASE NOTE:**

All school personnel who receive any kind of injury on the school premises are required to file a written report of said accident within 24 hours. Forms for this purpose are available at the office of each Principal. Failure to follow this procedure may jeopardize eligibility for Workmen's Compensation. Specific instructions for documenting and filing a workman's compensation claim are located in the Nursing Department Policy and Procedure Manual found in each nursing office and front office of a school.

## **DOMESTIC VIOLENCE LEAVE POLICY**

It shall be the policy of the school district to permit an employee to take up to 15 days of domestic violence leave from work in any 12-month period. In order to be eligible for said leave:

- i. the employee, or a family member of the employee must be a victim of abusive behavior;
- ii. the employee must be using the leave from work to seek or obtain medical attention, counseling, victim services or legal assistance; secure housing; obtain a protective order from court; appear before a grand jury; meet with a district attorney or other law enforcement official; or attend child custody proceedings or address other issues directly related to the abusive behavior against the employee or family member of the employee; and
- iii. the employee must not be the perpetrator of the abusive behavior against such employee's family member.

The fifteen days of leave shall be paid. An employee seeking such leave shall not need to exhaust all annual or vacation leave, personal leave and sick leave available to the employee, prior to requesting or taking domestic violence leave, unless the employer waives this requirement.

Except in cases of imminent danger to the health or safety of an employee, advanced notice of domestic violence leave shall be required. If such imminent danger exists, the employee shall notify the employer within 3 workdays that the leave was taken. The notification may be communicated to the employer by the employee, a family member of the employee or the employee's counselor, social worker, health care worker, member of the clergy, shelter worker, legal advocate or other professional who has assisted the employee in addressing the effects of the abusive behavior. If an unscheduled absence occurs, an employer shall not take any negative action against the employee if the employee, within 30 days from the unauthorized absence or within 30 days from the employee's last unauthorized absence in the instance of consecutive days of unauthorized absences, provides any of the documentation found in (1) to (7) below. An employer may require documentation that the employee or employee's family member has been a victim of abusive behavior and that the leave is consistent with clauses (i) to (iii) as above referenced; provided, however, that an employer shall not require an employee to show evidence of an arrest, conviction or other law enforcement documentation for such abusive behavior. The documentation shall be provided to the employer within a reasonable period after the employer requests it.

An employee shall satisfy this documentation requirement by providing any one of the following documents to the employer:

- (1) a protective order, order of equitable relief or other documentation issued by a court of competent jurisdiction as a result of abusive behavior against the employee or employee's family member;
- (2) a document under the letterhead of the court, provider or public agency which the employee attended for the purposes of acquiring assistance as it relates to the employee or family member;
- (3) A police report or statement of a victim or witness provided to police documenting the abusive behavior;

File: GBGE

- (4) documentation that the perpetrator of the abusive behavior has admitted to sufficient facts to support a finding of guilt; or has been convicted of, or has been adjudicated a juvenile delinquent by reason of any offense constituting abusive behavior;
- (5) medical documentation of treatment as a result of the abusive behavior;
- (6) a sworn statement, signed under the penalties of perjury, provided by a counselor, social worker, healthcare worker, member of the clergy, , shelter worker, legal advocate or other professional who has assisted the employee in addressing the effects of the abusive behavior;
- (7) a sworn statement, signed under the penalties of perjury, from the employee attesting that the employee has been a victim of or is a family member of a victim of abusive behavior.

All information related to the employee’s leave shall be kept confidential and shall not be disclosed, except to the extent that disclosure is:

- i. requested or consented to, in writing, by the employee;
- ii. ordered to be released by a court of competent jurisdiction;
- iii. otherwise required by applicable federal or state law;
- iv. required in the course of an investigation authorized by law enforcement, including, but not limited to, an investigation by the Attorney General; or
- v. necessary to protect the safety of the employee or others employed at the workplace.

The Superintendent shall ensure that notice is provided to all employees in the next school year and beyond by appropriately amending the district’s employee handbooks, by whatever title they may be known, or by direct notice about the Domestic Violence Law and securing the employees signature acknowledging receipt of the handbook/notice. The Superintendent shall be responsible for notifying all current employees, unless they have been notified through the handbook, of this policy in a manner that he/she deems appropriate.

No employer shall coerce, interfere with, restrain or deny the exercise of, or any attempt to exercise, any rights provided herein or to make leave requested or taken contingent upon whether or not the victim maintains contact with the alleged abuser. No employer shall discharge or in any other manner discriminate against an employee for exercising the employee’s rights under law. The taking of domestic violence leave shall not result in the loss of any employment benefit accrued prior to the date of such leave. Upon the employee’s return from such leave, he/she shall be entitled to restoration to the employee’s original job or to an equivalent position. Definitions of ‘abuse’, ‘abusive behavior’, ‘domestic violence’, ‘employees’ and ‘family members’ may be found in the laws referenced below.

LEGAL REF.: M.G.L. 149:52E Section 10  
Chapter 260 of the Acts of 2014

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~~Reviewed:--~~

~~SOURCE: Hamilton-Wenham~~

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

**~~FAMILY AND MEDICAL LEAVE~~**

~~I. Policy~~

~~Subject to the conditions set forth herein, the School Department will provide eligible employees with up to twelve weeks of unpaid family/medical leave ("FMLA leave") in a twelve-month period for one or more of the following reasons:~~

- ~~• The birth of a child and in order to care for the newborn;~~
- ~~• The adoption or placement of a child for foster care with the employee;~~
- ~~• To care for a child<sup>1</sup>, spouse, or parent<sup>2</sup> with a serious health condition;~~
- ~~• Because of the employee's own serious health condition that makes the employee unable to perform the essential functions of his position.~~

~~A "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves either: (1) inpatient care, including any period of incapacity or any subsequent treatment; or (2) continuing treatment by a health care provider. Further explanation of circumstances constituting a "serious health condition" is contained in the Medical Leave Certification Form that must be completed by a health care provider to certify the need for leave.~~

~~Employees eligible for FMLA leave are regular full time or regular part time employees who have completed at least twelve months of service with the School Department and have worked a minimum of 1,250 hours in the 12-month period preceding the commencement date of the leave.~~

~~**A. Leave Entitlement and Duration**~~

~~Eligible employees are entitled up to a total of 12 workweeks of FMLA leave during a 12-month period. The 12-month period is measured backward from the date an employee uses any FMLA leave. Thus, each time an employee takes FMLA leave, the remaining leave entitlement would be any balance of the 12 weeks that has not been used during the immediately preceding 12 months. All FMLA leave will run concurrently with other similar leaves mandated by state or local law, and all vacation, personal leave, and sick leave used during the leave will be included as part of the 12 workweek period provided by this policy.~~

~~For birth of a child or in order to care for the newborn, adoption or placement of a foster child, leave must be taken in consecutive workweeks and completed within the 12-month period following the birth or placement of the child with the employee.~~

~~<sup>1</sup> Son or daughter is defined as a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis. This definition is limited to children under the age of 18 or 19 years or older and incapable of self-care because of a mental or physical disability.~~

~~<sup>2</sup> Parent is defined as a biological, adoptive, step, or foster parent, or an individual who stood in loco parentis to an employee when the employee was a child.~~

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~~For leave to care for a child, spouse, or parent with a serious health condition or for the employee's own serious health condition, employees may take leave for these purposes on a consecutive basis or intermittently, or the employee may request to be placed on a reduced leave schedule. "Intermittent leave" is leave taken in separate blocks of time due to a single qualifying reason. A "reduced leave schedule" is a leave schedule that reduces an employee's usual number of working hours per workweek or hours per workday.~~

~~Special rules affect the taking of intermittent leave or leave on a reduced leave schedule or leave near the end of an academic term or semester by "instructional employees." See further discussion below.~~

~~For non-consecutive periods of leave, if an employee requests an intermittent or reduced leave schedule due to a serious health condition (either his/her or that of child, spouse or parent), the School Department may require the employee to transfer temporarily to an alternative position for which the employee is qualified, to better accommodate the recurring periods of leave the employee will require. Employees transferred under such circumstances will receive equivalent salary and benefits. Employees requesting intermittent or reduced schedule leaves for planned medical treatment for the employee or a covered family member must make a reasonable effort to schedule the treatment so as not to unduly disrupt the School Department's operations.~~

#### **B. Notice Requirements**

~~Employees requesting FMLA leave must provide at least 30 days' advance notice before leave is to begin, or if the need for leave is unanticipated, as much advance notice as practicable; normally, notice must be given within one or two business days of when the need for the leave becomes known. Employees requesting leave are required to complete the School Department's leave of absence form and submit it to the superintendent at the time the leave is requested, or in the event of unanticipated leave, as soon as possible.~~

~~For an employee's own serious health condition or that of a family member, an employee on leave must notify the School Department every 30 days of the status of the condition and intent to return to work. In all cases, when a decision is made by the employee not to return to work, the employee must notify the School Department immediately.~~

~~If an employee requests paid or unpaid leave without specifically requesting an FMLA leave, the School Department may, if necessary, make further inquiry of the employee to determine if the requested leave would qualify as FMLA leave. The School Department may designate leave as FMLA leave once it has acquired knowledge that the leave is being taken for an FMLA reason. The School Department will notify the employee promptly (within two business days, absent extenuating circumstances, of its ascertaining that the leave is being taken for an FMLA reason) that leave is being designated as FMLA leave and that paid leave will be substituted where applicable.~~

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**~~C. Certification Requirements~~**

~~The School Department requires certification from a health care provider substantiating a leave request for the serious health condition of the employee or the employee's child, spouse or parent. Certification requirements differ according to whether the leave is for the employee's own serious health condition or that of a covered family member. The School Department's Medical Leave Certification Form fully explains what information is required. When an employee foresees the need for leave, and has provided at least 30 days notice, he/she should provide such certification before the leave begins. When this is not possible, the employee must provide the certification within 15 days of the School Department's request. Failure to provide certification on a timely basis may delay the leave.~~

~~The School Department may require a second, and in some cases a third medical opinion, at the School Department's expense, depending upon the circumstances. During the course of the leave, the School Department may under certain circumstances require additional medical recertification every 30 days. In addition, if the circumstances giving rise to the need for leave have changed significantly, or if the School Department has reason to doubt the validity of the stated reason for the absence, the School Department reserves the right to request recertification at any time.~~

~~Where the leave was for the employee's own serious health condition, the School Department also requires medical clearance indicating that the employee can return to work and perform the essential functions of his/ her position, with or without reasonable accommodation. Medical certification will also be required from any employee who claims he/ she is unable to return to work at the scheduled conclusion of a leave or who requests a leave extension.~~

**~~D. Substitution of Paid Leave~~**

~~Employees on an approved family/medical leave will be required to apply accrued paid sick leave, accrued paid personal days, and accrued paid vacation to family/medical leave as follows:~~

~~If leave is taken for the birth of a child or for the adoption or placement of a child for foster care, or on account of the serious health condition of a spouse, child or parent, then the employee must apply paid sick leave if available under a collective bargaining agreement, accrued paid vacation and accrued paid personal days, in that order.~~

~~If leave is taken on account of the employee's own serious health condition, then the employee must apply accrued paid sick leave, accrued paid vacation and accrued personal days, in that order.~~

~~If an employee's accrued paid leave time is less than twelve weeks, then any remaining family/medical leave will be unpaid.~~

**~~E. Benefits During Leave~~**

~~During a covered family/medical leave, the School Department will maintain an employee's group health insurance coverage at the same level and under the same conditions the employee would receive~~

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~~if not on leave. During any period in which the employee is on paid leave, the employee will have his/her contribution deducted from the paid leave. Upon the exhaustion of any paid leave, the employee must make arrangements to pay his/her contribution to the health premiums. If an employee fails to return to work after his/her family/medical leave has been exhausted or expires, the employee may be required to repay the School Department for health insurance premiums paid by the School Department during the leave. All benefits that operate on an accrual basis, e.g., vacation, will cease to accrue during any period of unpaid family/medical leave.~~

#### **~~F. Restoration of Employment~~**

~~An eligible employee who takes family/medical leave is entitled to return to his/her former job or to an equivalent job with equivalent benefits, pay, and other terms and conditions of employment. However, no employee is entitled under this policy to any right, benefit, or position other than that to which the employee would have been entitled had he not taken leave. Thus, for example, if a layoff or reduction in force or some extenuating circumstances or business condition arises that affects the employee's position, reinstatement may not be possible. Exceptions may also apply for certain highly compensated, "key" employees under certain conditions. Employees on an extended medical leave (i.e., beyond the 12 workweek period) are not guaranteed reinstatement pursuant to this policy.~~

#### **~~G. Special Rules for Instructional Personnel~~**

~~Intermittent leave, leave on a reduced leave schedule or leave near the end of an academic term or semester is subject to different rules for "instructional employees." Instructional employees are those whose principal function is to teach and instruct students in a class, small group or individual setting.~~

~~If an eligible employee needs intermittent leave or leave on a reduced leave schedule to care for a family member, or for the employee's own serious health condition, which is foreseeable based on planned medical treatment, and the employee would be on leave for more than 20 percent of the total number of working days over the period the leave would extend, the School Department may require the employee to choose between taking leave in a block or transferring temporarily to an available alternative position for which the employee is qualified, which has equivalent pay and benefits and which better accommodates recurring periods of leave than does the employee's regular position.~~

~~If an employee begins leave more than five weeks before the end of a term, the School Department may require the employee to continue taking leave until the end of the term if the leave will last at least three weeks and the employee would return to work during the three-week period before the end of the term.~~

~~If an employee begins leave for a purpose other than the employee's own serious health condition during the five-week period before the end of a term, the School Department may require the employee to continue taking leave until the end of the term if the leave will last more than two weeks and the employee would return to work during the two-week period before the end of the term.~~

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~~Where an employee is required to take leave until the end of a term, only the period of leave until the employee is ready and able to work is counted against the employee's annual FMLA entitlement. Such leave as the School Department requires the employee to take is not counted as FMLA leave.~~

#### **~~H. Administration~~**

~~All questions about leaves of absence should be directed to the Superintendent of Schools. Leave of absence request and medical certification forms are also available from school offices.~~

#### **~~I. Military Family Leave Entitlements~~**

~~Special rules apply for employees who request leave related to care for a spouse, son, daughter or next of kin who is a member of the Armed Forces including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness. Additional rules apply to employees who request leave on the basis of a qualifying exigency arising out of the fact that the spouse, or a son, daughter, or parent of the employee is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation. Requests for military family leave should be referred to the District's legal counsel to ensure compliance with the relevant laws.~~

#### **~~II. Policy Review and Revision~~**

~~Review and revision of these policies and procedures shall occur as needed, but at least every two years.~~

~~LEGAL REFS.: Family and Medical Leave Act of 1993, as amended by:  
Section 585 of the National Defense Authorization Act for FY 2008, Public Law [110-181], enacted January 28, 2008  
Section 565 of the National Defense Authorization Act for FY 2010, Public Law [111-84], enacted October 28, 2009~~

~~Previously approved on March 31, 2005  
Adopted: 5/21/12~~

~~Note: Draft provided in the district materials removes this policy and replaces it with the policy below~~

~~SOURCE: Hamilton-Wenham~~

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

## FAMILY AND MEDICAL LEAVE

The Hamilton-Wenham Regional School District will comply with the mandatory provisions of the Family and Medical Leave Act of 1993. The Superintendent will issue, and from time to time amend, procedures setting forth the rights and procedures granted by the Act, and will ensure compliance with those procedures either personally or by delegation, or by some combination of personal oversight and delegation.

LEGAL REFS.: P.L. 103-3, "Family and Medical Leave Act of 1993".

~~Note: Included as a draft policy in materials from district~~

~~SOURCE: Hamilton-Wenham~~

## FAMILY AND MEDICAL LEAVE

~~The School District shall comply with the mandatory provisions of the Family and Medical Leave Act of 1993. The Superintendent shall issue, and from time to time amend, procedures setting forth the rights and procedures granted by the Act, and shall ensure compliance with those procedures either personally or by delegation, or by some combination of personal oversight and delegation.~~

~~SOURCE: MASC~~

~~LEGAL REFS.: P.L. 103-3, "Family and Medical Leave Act of 1993"~~

*Hamilton-Wenham Regional School District*

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~~**STAFF PARTICIPATION IN POLITICAL ACTIVITIES**~~

~~Employees of the District have the right to participate in political activity. Such right shall not be exercised on school premises during school hours, use school system facilities, equipment or supplies, or interfere with the performance of school duties, nor will students be pressured into campaigning.~~

~~LEGAL REF.: MGL 71:44~~

~~Adopted: 5/16/13  
Reviewed: 1/21/16~~

~~SOURCE: Hamilton-Wenham~~

File: GBI

### **STAFF PARTICIPATION IN POLITICAL ACTIVITIES**

The School Committee recognizes that employees of the school district have the same fundamental civic responsibilities and privileges as other citizens. Among these are campaigning for an elective public office and holding an elective or appointive office.

In connection with campaigning, an employee will not: use school district facilities, equipment or supplies; discuss their campaign with school personnel or students during the working day; use any time during the working day for campaigning purposes. Under no circumstances, will students be pressured into campaigning for any staff member.

LEGAL REF.: M.G.L. 55; 71:44

*Hamilton-Wenham Regional School District*

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~~**PERSONNEL RECORDS**~~

~~Information about staff members is required for the daily administration of the District, for implementing salary and other personnel policies, for budget and financial planning, for responding to appropriate inquiries about employees, and for meeting the School Committee's education reporting requirements. To meet these needs, the Superintendent will accurately maintain a personnel folder for each present and former employee. These records shall be kept in the central administration office. In addition to the application for employment and references, the folders will contain records and information relative to compensation, pay roll deductions, evaluations, and any other pertinent information.~~

~~The Superintendent will be the official custodian for personnel files and will have overall responsibility for maintaining and preserving the confidentiality of the files within the provisions of the law.~~

~~Personnel records are considered confidential under the law and will not be open to public inspection. Access to personnel files will be limited to persons authorized by the Superintendent to use the files for the reasons cited above.~~

~~Each employee will have the right, upon written request, to review the contents of his/her own personnel file within 5 business days, and shall be given a copy of his/her personnel record within 5 business days of submission of a written request for such copy to the employer.~~

~~Employees may make written objections to any information contained in the file. Any written objection must be signed by the staff member and will become part of the employee's personnel file. Further, the Superintendent shall notify a staff member within 10 days after a negative comment is placed in the staff member's file. The Superintendent upon written request from the staff member shall provide an opportunity to review the personnel record within 5 business days of such request. The Superintendent is not required to allow an employee to review his/her personnel record on more than 2 separate occasions in a calendar year. Notification and review caused by placing negative information in the personnel record does not count as 1 of the 2 annual permitted reviews.~~

~~LEGAL REF.: M.G.L. 149:52C~~

~~Adopted: 6/6/13  
Reviewed:~~

~~SOURCE: Hamilton-Wenham~~

## PERSONNEL RECORDS

Information about staff members is required for the daily administration of the school district, for implementing salary and other personnel policies, for budget and financial planning, for responding to appropriate inquiries about employees, and for meeting the School Committee's education reporting requirements. To meet these needs, the Superintendent will implement a comprehensive and efficient system of personnel records maintenance and control under the following guidelines:

1. A personnel folder for each present and former employee will be accurately maintained in the central administrative office. In addition to the application for employment and references, the folders will contain records and information relative to compensation, payroll deductions, evaluations, and any other pertinent information.
2. The Superintendent will be the official custodian for personnel files and will have overall responsibility for maintaining and preserving the confidentiality of the files within the provisions of the law.
3. Personnel records are considered confidential under the law and will not be open to public inspection. Access to personnel files will be limited to persons authorized by the Superintendent to use the files for the reasons cited above.
4. Each employee will have the right, upon written request, to review the contents of their own personnel file.
5. Employees may make written objections to any information contained in the file. Any written objection must be signed by the staff member and will become part of the employee's personnel file. Further, no negative comment will be placed in a staff member's file unless it is signed by the person making the comment and the staff member is informed of the comment and afforded the opportunity to include their written response in the file.
6. Lists of school district employees' names and home addresses will be released only to governmental agencies as required for official reports or by the laws.

LEGAL REFS.: Family Educational Rights and Privacy Act, Sec. 438, P.L. 90-247  
~~SOURCE: MASC~~

LEGAL REFS.: Family Educational Rights and Privacy Act, Sec. 438, P.L. 90-247  
Title IV, as amended  
88 Stat. 571-574 (20 U.S.C. 1232g) and regulations  
M.G.L. 4:7; 71:42C  
Teachers' Agreement

CONTRACT REF.: All Agreements

CROSS REF.: KDB, Public's Right to Know

*Hamilton-Wenham Regional School District*

File: GBK

## **STAFF COMPLAINTS AND GRIEVANCES**

The administration will develop effective means of resolving differences that may arise among employees and between employees and administrators; reduce potential areas of grievances; and establish and maintain recognized channels of communication between the staff, administration, and School Committees.

Grievance procedures will provide for prompt and equitable adjustment of differences at the lowest possible administrative level, and that each employee be assured opportunity for an orderly presentation and review of complaints and concerns.

LEGAL REFS.: M.G.L. 150E:5

CONTRACT REFS.: Contract Agreements

~~Reviewed:~~

~~SOURCE: Hamilton-Wenham~~

*Hamilton-Wenham Regional School District*

## **STAFF COMPLAINTS AND GRIEVANCES**

~~The School Committee will encourage the administration to develop effective means of resolving differences that may arise among employees and between employees and administrators; reduce potential areas of grievances; and establish and maintain recognized channels of communication between the staff, administration, and School Committee.~~

~~It is the Committee's desire that grievance procedures provide for prompt and equitable adjustment of differences at the lowest possible administrative level, and that each employee be assured opportunity for an orderly presentation and review of complaints and concerns.~~

~~Channels established will provide for the following:~~

- ~~1. That teachers and other school employees may appeal a ruling of a Principal or other administrator to the Superintendent.~~
- ~~2. That all school employees may appeal a ruling of the Superintendent to the Committee, except in those areas where the law has specifically assigned authority to the Principal and/or the Superintendent and Committee action would be in conflict with that law.~~
- ~~3. That all hearings of complaints before the Superintendent or Committee be conducted in the presence of the administrator who made the ruling that is the subject of the grievance.~~

~~The process established for the resolution of grievances in contracts negotiated with recognized employee bargaining units will apply only to "grievances" as defined in the particular contract.~~

~~SOURCE: MASC September 2016~~

~~LEGAL REFS.: M.G.L. 150E:5 and 8~~

~~CONTRACT REFS.: All Contract Agreements~~

~~**NOTE: Grievance procedures established through negotiated agreements may be referred to, as in the policy above. Many school districts also cite specific article and section numbers with the contract references.**~~

File: GCA

### **PROFESSIONAL STAFF POSITIONS**

All professional staff positions in the school district will be created initially by the School Committee. It is the Committee's intent to activate a sufficient number of positions to accomplish the school district's goals and objectives and to provide for the equitable staffing of each school building. Although such positions may remain temporarily unfilled, only the Committee may abolish a position it has created.

Each time a new position is established by the Committee, the Superintendent will present for the Committee's approval a job description for the position, which specifies the jobholder's qualifications and the job's performance responsibilities. The Superintendent will maintain a comprehensive set of job descriptions for all positions.

File: GCBA

~~**NOTE: Job descriptions for professional staff positions are available for review in the office of the Superintendent.**~~

~~**NOTE: Subcategories may be added to code GCA for filing job descriptions of professional staff positions. However, if a school district has more than 20 job descriptions, it is recommended that they be filed in a special manual (and referred to, as was done on the sample policy above) to prevent the policy manual from becoming unwieldy.**~~

## PROFESSIONAL STAFF SALARY SCHEDULES

### Teachers

The School Committee will adopt a salary schedule for regular teaching personnel as part of the contract negotiated with the teachers' bargaining unit. The schedule will be designed to recognize and reward training and experience and encourage additional study for professional advancement.

### Principals

Salaries will be reviewed annually prior to July 1. The School Committee, with the advice of the Superintendent, will establish levels of compensation for each position based on the circumstances, dynamics, and requirements of each position.

It is the responsibility of the Superintendent to present evidence to the School Committee to support recommendations for salary increases.

### Administrators

Salaries will be reviewed annually prior to July 1. The Superintendent may, upon the request of the Committee, survey other school districts to determine salaries being paid for comparable positions in each district. The survey will include the effective date of the specified salary.

LEGAL REFS.: M.G.L. 71:40; 71:43; [71:42B](#)

CONTRACT REF.: Teachers' Agreement

**Regional school districts should cite M.G.L. 71:42B at this code.**

*Hamilton-Wenham Regional School District*

File: GCBB

## EMPLOYMENT OF PRINCIPALS

Principals shall be employed by the School District under individual contracts of employment. Said contracts shall be submitted to the School Committee for their approval of all terms concerning compensation/benefits, prior to the presentation of a contract of employment to the Principal. The School Committee will develop and annually review standard terms concerning compensation and benefits for individual contracts. The compensation/benefit levels, above referenced, may be exceeded only with the approval of the School Committee.

Initial contracts issued to Principals may be up to three years in length, and may be reissued by the Superintendent at levels of compensation/benefits, determined by the School Committee, provided that the Superintendent may employ a Principal under the terms and conditions of the previous contract of employment.

The length of second and subsequent contracts of employment for Principals shall be in accordance with state law.

As a condition of employment, each Principal must maintain current certification, adhere to the policies and goals of the School Committee and the directives of the Superintendent, and annually must submit, with the school council, the educational goals and school improvement plan for the school building(s) under their direction.

LEGAL REF: M.G.L. 71:41; 71:59B

*Hamilton-Wenham Regional School District*

File: GCBC

### **PROFESSIONAL STAFF SUPPLEMENTARY PAY PLANS**

Certain assignments require extra responsibility or extra time over and above that required of other staff members who are on the same position on the basic salary schedule. When such supplemental assignments require extra time and responsibility beyond that regularly expected of teachers, they will be rewarded with extra compensation.

Assignments that are to be accorded extra compensation will be designated by the Committee. Appointments to these positions will be made by the Superintendent for District-wide positions or by the Principal with the approval of the Superintendent for building based personnel. The amount of compensation for the position will be established by the Committee at the time the position is created.

A teacher who is offered and undertakes a supplementary pay assignment will receive a supplementary contract specifying the pay, duration and terms of the assignment. If a teacher will not be extended the assignment for the following school year but will remain on the teaching staff, he or she will be so notified in writing prior to the expiration of the contract. Upon termination of the assignment, the supplementary pay will cease.

LEGAL REF.:       Collective Bargaining Agreement

*Hamilton-Wenham Regional School District*

**RECRUITMENT AND SELECTION**

~~The District meets its employment needs through systematic recruitment, selection, and career support programs that identify, attract, and select from the most qualified applicants for school employment, and encourage diverse representation at all occupational levels. The District is an equal opportunity employer.~~

~~The Superintendent will insure that a broad range of recruitment sources and professional networks will be utilized to provide the most qualified and diverse pool of candidates possible. Current employees may apply for any position for which they are qualified. The Superintendent will comply with collective bargaining agreements in regards to posting any open positions.~~

~~The Superintendent, with the assistance of the administrative staff, shall determine the personnel needs of the District. The School Committee must approve the creation or elimination of a position.~~

~~There shall be a job description for each position within the Hamilton-Wenham Regional Schools, which shall include the qualifications, duties, essential functions, licensure requirements and expectations for the position.~~

~~A personal interview will be required for final candidates for employment by the District.~~

~~The District shall conduct a thorough background check and comply with all relevant State and Federal Regulations regarding criminal background checks and fingerprinting and will review the employment history for all final candidates for positions.~~

~~Final appointment to any position is contingent upon a recent physician's certificate of ability to perform the essential functions of the position.~~

~~The Superintendent must approve all appointments.~~

~~LEGAL REFS.: MGL C 71:38G, 38R  
603-CMR 35.00 et seq  
Chapter 459 of the Acts of 2012~~

~~Adopted: 6/6/13  
Reviewed: 2/4/16~~

~~SOURCE: Hamilton-Wenham~~

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

File: GCE

### **PROFESSIONAL STAFF RECRUITING/POSTING OF VACANCIES**

It is the responsibility of the Superintendent, with the assistance of the administrative staff, to determine the personnel needs of the school district and it is the responsibility of the Principal, in consultation with the Superintendent, to determine the personnel needs of the individual schools. In addition, school councils may review personnel requirements as a means of evaluating the needs of a school. Any recommendations for the creation or elimination of a position must be approved by the School Committee.

The search for good teachers and other professional employees will extend to a wide variety of educational institutions and geographical areas. It will take into consideration the characteristics of the community and the need for a heterogeneous staff from various cultural backgrounds.

Recruitment procedures will not overlook the talents and potential of individuals already employed by the school district. Any current employee may apply for any position for which he or she has certification and meets other stated requirements.

Openings in the schools will be posted in sufficient time, before the position is filled, to permit current employees to submit applications.

LEGAL REFS.:      Collective Bargaining Agreements

*Hamilton-Wenham Regional School District*

## PROFESSIONAL STAFF HIRING

Through its employment policies, the District will strive to attract, secure, and hold the highest qualified personnel for all professional positions. The selection process will be based upon awareness to candidates who will devote themselves to the education and welfare of the children attending the schools.

It is the responsibility of the Superintendent, and of persons to whom he or she delegates this responsibility, to determine the personnel needs of the school district and to locate suitable candidates. No position may be created without the approval of the School Committee. The District's goal is to employ and retain personnel who are motivated, will strive always to do their best, and are committed to providing the best educational environment for the children

It will be the duty of the Superintendent to see that persons considered for employment in the schools meet all certification requirements and the requirements of the Committee for the type of position for which the nomination is made.

The following guidelines will be used in the selection of personnel:

1. There will be no discrimination in the hiring process due to race, color, religion, national origin, sex, gender identity, sexual orientation, age, genetic information, ancestry, military status, disability, pregnancy or pregnancy related condition.
2. The quality of instruction is enhanced by a staff with a wide variation in background, educational preparation, and previous experience.
3. The administrator responsible for the hiring of a staff member (in the case of District-wide positions, for the position of Principals, it is the Superintendent; for building-based personnel, it is the Principal) is directed to establish a representative screening committee. The administrator has the final say in determining who will be hired but it is expected that the screening committee's input will be a factor in the decision. For those positions where the hiring authority rests with the School Committee, a representative screening committee may be established by the School Committee, or the School Committee may direct the Superintendent to establish a screening committee to assist the Superintendent in making their recommendation to the School Committee.

LEGAL REFS.: M.G.L. 69:6; 71:38; 71:38G; 71:39; 71:45  
Massachusetts Board of Education Requirements for Certification of Teachers, Principals, Supervisors, Directors, Superintendents and Assistant Superintendents in the Public Schools of the Commonwealth of Massachusetts, revised 1994  
BESE Regulations 603 CMR 7:00, 26.00, and 44:00

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~~**PART TIME PROFESSIONAL STAFF EMPLOYMENT**~~

~~Teachers may be employed on a part time basis. The salary of part time teachers will be a percentage of the salary schedule that the teacher would earn if employed full time.~~

~~Adopted: 6/6/13~~

~~Reviewed:~~

~~SOURCE: Hamilton Wenham~~

File: GCG

### **SUBSTITUTE PROFESSIONAL STAFF EMPLOYMENT**

The school district will employ as substitute teachers, to the extent possible, persons who meet the requirements for teacher appointments and will assign teachers substitute-teaching positions on the basis of their areas of competence. When the supply of potential substitutes in a particular subject area is too limited to meet school department needs, there will be active recruitment for substitutes in those areas. All substitute teachers will be expected to provide educational services, rather than to assume merely a student-supervisory role. They will be provided with as much support as possible by building administrators and teachers.

The School Committee will set the daily rate of pay for substitute teachers, including extended-term substitutes. The latter will be granted such additional benefits as approved by the School Committee.

*Hamilton-Wenham Regional School District*

File: GCI

File: GCIA

**~~PROFESSIONAL STAFF DEVELOPMENT~~**

~~The Superintendent shall, in accordance with applicable Massachusetts law, plan and budget for activities and materials that are necessary for the continued professional development of the staff. Approval of budgets for such activities and materials shall constitute approval for operating such programs.~~

~~LEGAL REFS.: MGL 71:38Q  
20 USC 6301 et. seq;  
PL 107-110 No Child Left Behind Act of 2001  
Teachers' Agreement~~

~~Adopted: 6/7/13  
Reviewed:—~~

~~SOURCE: Hamilton-Wenham~~

*Hamilton-Wenham Regional School District*

## PHILOSOPHY OF STAFF DEVELOPMENT

All staff members will be encouraged in and provided with suitable opportunities for the development of increased competencies beyond those they may attain through the performance of their assigned duties and assistance from supervisors.

Opportunities for professional growth may be provided through such means as the following:

1. Planned in-service programs and workshops offered within the school district from time to time; these may include participation by outside consultants.
2. Common planning time to allow for collaboration on instruction, curriculum, assessment and student needs.
3. Membership on curriculum development committees drawing personnel from within and without the school district.
4. Released time for visits to other classrooms and schools and for attendance at conferences, workshops, and other professional meetings.
5. Leaves of absence for graduate study, research, and travel.
6. Partial payment of tuition for approved courses.

The Superintendent will have authority to approve or deny released time for conferences and visitations and reimbursements for expenses, provided such activities are within budget allocations for the purpose.

SOURCE: MASC

File: GCJ

## **PROFESSIONAL TEACHER STATUS**

Teachers and certain other professional employees who have served in the District for three consecutive years shall be entitled to professional teacher status. Upon recommendation of the Principal, the Superintendent, may award such status to a teacher who has served in the Principal's school for no less than two years or a teacher who has obtained such status in any other public school in the Commonwealth. The Superintendent will base his/her decisions on the results of evaluation procedures conducted according to School Committee policy.

At the end of each of the first three years of a teacher's employment, it will be the responsibility of the Superintendent to notify each employee promptly in writing of the decision on reappointment. Notification to a teacher not being reappointed must be made by June 15 or at an earlier date if required by a collective bargaining agreement.

A teacher who attains professional teacher status will have continuous employment (as described in M.G.L. 71:41 and 71:42B) in the service of the District. A teacher with professional teacher status whose position is abolished by a School Committee may be continued in the employ of the school system in another position for which he or she is legally qualified.

Nothing in these provisions will be considered as restricting the Superintendent from changing teaching assignments or altering or abolishing supervisory assignments except that, by law, no teacher may be assigned to a position for which he or she is not legally qualified.

LEGAL REFS.: M.G.L. 71:38; 71:38G; 71:38H; 71:41; 71:42; 71:42B; 71:43

CONTRACT REFS.: Teachers' Agreement

File: GCK

~~Reviewed:—~~

~~SOURCE: Hamilton-Wenham~~

*Hamilton-Wenham Regional School District*

**PROFESSIONAL TEACHER STATUS**

~~The Superintendent, upon recommendation of the Principal, may award such status to a teacher who has served in the Principal's school for not less than one year or a teacher who has obtained such status in any other public school district in the Commonwealth. The Superintendent will base their decisions on the results of evaluation procedures conducted according to Committee policy.~~

~~At the end of each of the first three years of a teacher's employment, it will be the responsibility of the Superintendent to notify each employee promptly in writing of the decision on reappointment. Notification to a teacher not being reappointed must be made by **June 15** or at an earlier date if required by a collective bargaining agreement.~~

~~A teacher who attains professional teacher status will have continuous employment in the service of the school district subject to satisfactory evaluations. A teacher with professional teacher status whose position is abolished by the School Committee may be continued in the employ of the school district in another position for which they are legally qualified.~~

~~Nothing in these provisions will be considered as restricting the Superintendent from changing teaching assignments or altering or abolishing supervisory assignments except that, by law, no teacher may be assigned to a position for which they are not legally qualified.~~

~~Established by law and Committee policy.~~

SOURCE: MASC September 2016

LEGAL REFS.: ~~— M.G.L. 71:38; 71:38G; 71:38H; 71:41; 71:42; 71:43~~

**NOTE: Regional school districts should cite M.G.L. 71:42B at this code.**

File: GCK

### **PROFESSIONAL STAFF ASSIGNMENTS AND TRANSFERS**

The basic consideration in the assignment of professional staff members will be the needs of the students and the instructional program.

Therefore, the assignment and transfer of professional staff members will be accomplished by the Superintendent on the basis of the employee's qualifications, the needs of the school district, and the employees' expressed desires.

Care will be exercised by the Superintendent to assure that all schools are staffed with effective teachers.

Within an individual school, the building administrator will have the authority to assign classes and courses, provided this is done with full regard for the teacher's area of certification and the policies delineated above.

CONTRACT REF.: Teachers' Agreement

*Hamilton-Wenham Regional School District*

File: GCO

## EVALUATION OF PROFESSIONAL STAFF

In order to assure a high quality of teacher and administrator performance and to advance the instructional programs of the schools, the superintendent will establish a continuous program for teacher and administrator evaluation and will make regular reports to the School Committee. The program for teacher and administrator evaluation will be consistent with DESE Regulation 603 CMR 35.00, "Evaluation of Educators." (will be established by the School Committee. Regular reports will be made to the Superintendent concerning the outcomes of these evaluations).

LEGAL REFS.: M.G.L. 69:1B; 71:38; 71:38Q; 150E; 152B  
603 CMR 35:00

CONTRACT REF.: Teachers' Agreement

File: GCO

~~Reviewed:~~

~~SOURCE: Hamilton-Wenham~~

*Hamilton-Wenham Regional School District*

File: GCO

## EVALUATION OF PROFESSIONAL STAFF

In order to assure a high quality of teacher and administrator performance and to advance the instructional programs of the schools, a continuous program for teacher and administrator evaluation will be established by the School Committee. Regular reports will be made to the Superintendent concerning the outcomes of these evaluations.

The evaluation process will include:

1. The development and periodic review of techniques and procedures for making evaluations.
2. Interpretation of the information gained in the evaluative process in terms of the objectives of the instructional program.
3. The application of the information gained to the planning of staff development and in-service training activities, which are designed to improve instruction and increase teacher competence.

The evaluation process will include self-evaluation, supervisor initiated observations, and teacher initiated observations.

The formal evaluations will be written and will be discussed by the supervisor and the person being evaluated. The discussions may either precede or follow the writing of the evaluation document. Copies of the written document will be signed by both parties and incorporated into the personnel files of the teacher or administrator. In addition, the individual and his department chairman (if applicable) will receive a signed copy. The signature should indicate that the evaluation has been read and discussed.

The written evaluation should be specific in terms of the person's strengths and weaknesses. Those areas where improvement is needed should be clearly set forth and recommendations for improvement should be made. Subsequent evaluations should address themselves to any improvement or to any continuing difficulty that is observed.

LEGAL REFS.: M.G.L. 69:1B; 71:38; 71:38Q; 150E; 152B  
603 CMR 35:00

CONTRACT REF.: Teachers' Agreement

*Hamilton-Wenham Regional School District*

File: GCQE

**RESIGNATION OF PROFESSIONAL STAFF MEMBERS**

~~A professional staff member may discontinue his or her service in the District provided he or she submits a letter to the appropriate hiring authority.~~

~~Written notice of intent to resign is required by the Superintendent. The staff member will be notified in writing of the Superintendent's action on the resignation.~~

~~When the Superintendent accepts a resignation the staff member may be expected to continue in service at his/her assigned duties for a period of up to four weeks after submission of the resignation.~~

~~Adopted: 6/6/13~~

~~Reviewed:—~~

~~SOURCE: Hamilton Wenham~~

File: GCQE

**RESIGNATION OF PROFESSIONAL STAFF MEMBERS**

~~Professional staff members may discontinue their service in the school district during the school year by submitting a written notice of intent to resign to the appropriate hiring authority.~~

~~Such written notice of intent to resign will be given to the Superintendent. The staff member will be notified in writing of the Superintendent's action on the resignation.~~

~~When a resignation is accepted by the Superintendent the employee may be expected to continue in service at his or her assigned duties for a period of 30 days after submission of the resignation.~~

~~SOURCE: MASC~~

File: GCQE

## **RETIREMENT OF PROFESSIONAL STAFF MEMBERS**

Annually **in January**, the Superintendent will inform the Committee of the professional staff members who have indicated their intentions to retire at the end of the current school year. No further School Committee action is necessary unless approval is needed for payment of or participation in continued local benefits.

LEGAL REFS: Age Discrimination in Employment Law P.L. 95-256

CONTRACT REFS.: Teachers' Contract

~~Note: The MASC Reference Manual does not include the highlighted "in January"~~

~~Adopted: 6/6/13~~

~~Reviewed:—~~

~~SOURCE: Hamilton Wenham~~

*Hamilton-Wenham Regional School District*

File: GCQF

### **SUSPENSION AND DISMISSAL OF PROFESSIONAL STAFF MEMBERS**

The Superintendent will strive to assist personnel to perform their duties efficiently. However, the Superintendent may dismiss any employee in accordance with state law. Further, the Committee recognizes the constitutional rights of the District's employees and assures them the protection of due process of law. To guarantee such rights, a system of constitutionally and legally sound procedures will be followed in each case of suspension or dismissal of an employee.

When the Superintendent or a Principal determines that sufficient cause exists that a professional employee be suspended or dismissed from service in the school district, he or she will:

1. Be certain that each such case is supported by defensible records.
2. Determine if the individual is to be suspended immediately with the understanding that the suspension will be subject to restoration of salary and position if an appeal is decided in favor of the individual.
3. Follow the procedures for dismissal or suspension that are contained in applicable laws as well as those included in the current agreement with the teachers' bargaining unit.
4. Provide the individual involved with a written statement that will:
  - a. Indicate whether the action the Superintendent is taking is dismissal or suspension.
  - b. State the reason for the suspension or dismissal.
  - c. Guarantee that all procedures will be in accordance with due process of law.
  - d. Inform employees who have a right to request a hearing under appropriate laws that they may be represented at such a hearing by counsel of their choice.

~~SOURCE: MASC September 2016~~

LEGAL REFS.: M.G.L. 71:42; 71:42D

*Hamilton-Wenham Regional School District*

~~File: GCRD~~

## ~~TUTORING FOR PAY~~

### Definition:

~~“Tutoring” is defined as giving private instruction or help to an individual or group for which the teacher receives remuneration other than through the Hamilton-Wenham Regional School District.~~

### Policy

~~Under the Conflict of Interest Law:~~

- ~~• Teachers may only tutor a student if the teacher is approached by the parents of a student in his/her district, but is not one of his/her own students, and is asked to tutor their child, for payment by the parents, and using no public resources in connection with that tutoring.~~
- ~~• A teacher cannot recommend that one of his/her own students be provided tutoring and then be paid to tutor the same student in a second job.~~
  - ~~• A teacher may not tutor students who are currently in his/her class.~~
- ~~• A teacher cannot use his/her position to get unwarranted privileges for him/herself, or give them to anyone else. For example, a teacher cannot use school resources such as classrooms or materials in connection with a private tutoring business. A public school employee cannot use a school or district website to advertise private tutoring services.~~
- ~~• Apart from their primary employment, teachers and other public employees are not allowed to have a financial interest in a contract with an agency at their same level of government, unless an exemption applies.~~
- ~~• Teachers and other public employees may not be paid by or act for others in matters that are of direct and substantial interest to their public employers. For example, if tutoring is required as part of an IEP, a teacher in the district may not accept payment from the student's family to provide that tutoring.~~
- ~~• Teachers and other public employees may not initiate private business relationships with persons under their authority. For example, a teacher may not approach a student, or the student's parents, seeking private tutoring work.~~

~~LEGAL REF.: State Ethics Commission: Public School Teacher FAQs on the Conflict of Interest Law Tutoring [www.mass.gov/ethics](http://www.mass.gov/ethics)~~

~~Adopted: 10/17/13  
Reviewed: 4/27/17~~

File: GCRD

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

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## TUTORING FOR PAY

Definition: "Tutoring" means giving private instruction or help to an individual or group for which the teacher receives remuneration other than through the School Committee.

A teacher cannot recommend that one of his or her own students get tutoring, and then be paid to tutor that same student in a second job.

A teacher may not tutor students who are currently in their class. Even if the teacher does not recommend that the current student receive private tutoring, the teacher should not tutor current students.

Teachers and other public employees may not approach a student, or the student's parents/guardians, seeking private tutoring work. A teacher may provide tutoring when the relationship is initiated by the parents/guardians or a student, but, if the student is, or in the future may be, under the teacher's authority, the teacher will need to provide a written disclosure.

A teacher cannot use school resources such as classrooms or materials in connection with a private tutoring business. A public school employee cannot use a school or district website to advertise private tutoring services. Schools cannot send home brochures for a particular tutoring service with the children.

Tutoring is not to be recommended for a student unless the appropriate teacher of the student involved is consulted and agrees that it will be of real help. If tutoring seems advisable, the Principal may give the parents/guardians a list of persons who are willing to tutor. This list may include teachers, but not the student's teacher of the subject in which he or she is to be tutored.

Tutoring for pay is not to be done in the school building.

LEGAL REF: M. G. L. 268A Mass. Ethics Commission FAQs for Public School Teachers, [Appearance of Undue Favor or Improper Influence Disclosure Form](#)

~~NOTE: A teacher cannot tutor in their own district if the district is going to pay for the tutoring unless the district has included a provision in the teachers' collective bargaining agreement providing a set amount of extra pay for tutoring by teachers that will be included in the teachers' regular paychecks.~~

File: GCRDA

## **PRIVATE TUTORING OF STUDENTS**

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The Hamilton-Wenham Regional School District recognizes that from time to time parents of students in the district will request the private tutoring services of the district's staff. The District's Private Tutoring Policy is as follows:

- Private tutoring of students by teachers and/or staff will be conducted off site.
- Teachers, or any other district employee, who provide private tutoring to students must submit a "Disclosure of Appearance of Conflict of Interest" form as required by M.G.L. 268A, Section 23(b)(3) to the Superintendent prior to providing tutoring to any student.
- Teachers, or any other district employee, may not solicit or provide private tutoring to students in their current classes or students for whom they have any current responsibility. For example, if a staff person is a member of child study team, he/she will not privately tutor a student who is serviced by the team; likewise, if a staff person is the student's classroom teacher, he/she will not privately tutor a student who is in his/her class.
- If any concerns arise regarding conflict of interest, the principal or appropriate supervisory personnel will determine whether the private tutoring arrangement can occur.

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LEGAL REF.: MGL, Section 268A, Conflict of Interest

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Reviewed: 1/5/12

SOURCE: Hamilton-Wenham

*Hamilton-Wenham Regional School District*

File: GDA

### **SUPPORT STAFF POSITIONS**

Education is a cooperative enterprise in which all employees of the school district must participate intelligently and effectively for the benefit of the children. This school district will employ support staff members in positions that function to support the education program.

All support staff positions will be established initially by the Committee. In each case, the Superintendent will submit for the Committee's consideration and action a job description or job specifications for the position.

Although positions may remain temporarily unfilled or the number of persons holding the same type of position reduced in event of de-staffing requirements, only the Committee may abolish a position it has created.

File: GDB

## SUPPORT STAFF CONTRACTS AND COMPENSATION PLANS

In establishing rates of pay and levels of compensation for support staff personnel, the School Committee will take into account the responsibilities of the position, the qualifications needed, past experience of the individual, and years of service in the school department.

Compensation plans will be reviewed annually for all categories of staff. Such review, where applicable, will be carried out in connection with negotiations with representatives of recognized bargaining units. The master agreements with these units will be considered appendices to this manual and will have the full force of School Committee policy.

The School Committee will set the rates of pay for personnel not covered by collective bargaining agreements.

~~Support staff employees will be paid overtime wages for work performed in excess of 40 hours in a work week.~~

~~In counting hours for the purpose of allowing overtime work and pay, supervisors will consider sick leave, vacation time, and holidays as time worked.~~

~~Every effort must be made to minimize overtime by scheduling duties during the regular workday. Overtime will be authorized only by the Superintendent and only to cover emergency situations. All such work will be assigned on a fair and equitable basis.~~

~~SOURCE: MASC~~

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

CONTRACT REFS.: All Contracts

*Hamilton-Wenham Regional School District*

File: GDD

**SUPPORT STAFF VACATIONS AND HOLIDAYS**

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Holidays

The school calendar, as adopted by the School Committee, establishes holidays and school recess periods for the employees who work on teacher and/or student days.

Employees who work on a 12-month basis will be granted paid holidays on all legal holidays and such other holidays as designated by the School Committee. They will also be expected to report to work during school recess periods unless days during these periods are considered official and designated as paid holidays by the Committee.

To qualify for holiday pay, the employee must be at work on the day before and the day following the holiday, unless their absence is approved on the basis of current leave policies.

Vacations

All 12-month employees will be eligible for paid vacations in accordance with the following:

- 1-5 years ————— two weeks vacation
- 5-10 years ————— three weeks vacation
- After 10 years ————— four weeks vacation

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Support staff members employed on 10-month basis will be granted two weeks' paid vacation after completing 10 full years of services in the school district.

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**SOURCE: MASC**

**LEGAL REFS.:** M.G.L. 4:7; 136:12

**CONTRACT REFS.:** All support staff contracts

File: GDO

### **EVALUATION OF SUPPORT STAFF**

A program of continuous observation and evaluation will be developed to find the right employees to fill vacancies, determine assignments and equitable work loads, and establish wage and salary policies that encourage employees to put forth their best efforts.

The evaluation will cover the major areas of the employee's responsibilities and their job descriptions.

Each employee will be informed of the basis upon which they are to be evaluated in advance of evaluation.

CONTRACT REFS.: All support staff agreements

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**RETIREMENT OF SUPPORT STAFF MEMBERS**

All full-time non-instructional personnel are required to participate in the Essex County Retirement System.

Periodically, the Superintendent will present to the Committee the names of support staff members who have indicated their intentions to retire.

LEGAL REFS.: Age Discrimination in Employment Law, P.L. 95-256  
M.G.L. 71:16F

*Hamilton-Wenham Regional School District*

File: GDQD

### **SUSPENSION AND DISMISSAL OF SUPPORT STAFF MEMBERS**

Support staff employed by the School District may be terminated by the Principal of the building in which they serve, with the approval of the Superintendent. However, employees may request the Superintendent to review the circumstances of their termination.

In the event of failure to perform as required, the Superintendent may immediately suspend or terminate employment depending upon agreement language.

Support staff employees may or may not be given prior notice of their dismissal, depending upon the circumstances.

The Superintendent, or the Principal, with the approval of the Superintendent, may also suspend/remove employees from their individual assignments.

## **NEGOTIATIONS GOALS**

The School Committee recognizes that education is a public trust; it therefore is dedicated to providing the best possible educational opportunities for the young people of this community. In negotiations, this objective may be best attained if there is a climate of mutual trust and understanding between the negotiating parties.

The School Committee believes that the best interests of public education will be served by establishing procedures that provide an orderly method for the School Committee and representatives of the staff to discuss matters of common concern.

It is further recognized that nothing in negotiations will compromise the School Committee's legal responsibilities nor will any employee's statutory rights and privileges be impaired.

| ~~SOURCE: MASC~~

## NEGOTIATIONS LEGAL STATUS

All negotiations between the School Committee and recognized employee groups are conducted subject to Massachusetts General Laws. The legal status of negotiations is defined in part by Section 2 of that chapter, as follows:

“ shall have the right of self-organization and the right to form, join, or assist any employee organization for the purpose of bargaining collectively through representatives of their own choosing on questions of wages, hours, and other terms and conditions of employment, and to engage in lawful, concerted activities for the purpose of collective bargaining or other mutual aid or protection, free from interference, restraint, or coercion. An employee shall have the right to refrain from any or all of such activities, except to the extent of making such payment of service fees to an exclusive representative as provided in section twelve.”

Basic to all employer/employee negotiations is the concept of "bargaining in good faith." It is the legal responsibility of both the School Committee and employee organizations to bargain in good faith as they conduct negotiations. However, such obligation does not compel either party to agree to a proposal or make a concession.

| ~~SOURCE: MASC September 2016~~

| LEGAL REF.: M.G.L. 150E:1 et seq.  
603CMR41.04

## SCHOOL COMMITTEE NEGOTIATING AGENTS

The School Committee is responsible for negotiations with recognized employee bargaining units. However, because of the expertise and time required for negotiations, the Committee may hire a third-party negotiator to bargain in good faith with recognized bargaining units to help assure that mutually satisfactory agreements on wages, hours, and other terms and conditions of employment will be developed.

The School Committee will appoint the negotiator and the fee or salary for their services will be established in accordance with the law at the time of appointment.

The duties of the negotiator will be as follows:

1. To negotiate in good faith with recognized bargaining units to arrive at a mutually satisfactory agreement on wages, hours, and working conditions of employees represented by the units.
  - a. The negotiator may recommend members of the administration to serve on the negotiation team. They will not be members of any unit that negotiates with the Committee, and their participation in negotiations must be recommended by the Superintendent and approved by the Committee.
  - b. They will direct accumulation of necessary data needed for negotiations, such as comparative information.
  - c. They will follow guidelines set forth by the Committee as to acceptable agreements and will report on the progress of negotiations.
  - d. They will make recommendations to the Committee as to acceptable agreements.
2. The negotiator will interpret the signed negotiated contracts to administrators and may be called upon to offer advice on various aspects of contract administration during the terms of the contracts with employee organizations.

**SOURCE: MASC**

LEGAL REF.: M.G.L. 71:37E

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## KCD - GIFTS AND CONTRIBUTIONS TO THE SCHOOLS

The School Committee recognizes that the community provides valuable means of stimulating interest in and endorsement of the aims and achievements of our public school system through fundraising.

Citizens and groups wishing to donate to the School District should indicate the purpose of the gift in a letter and seek the approval of the School Committee prior to fundraising. It is understood that a gift is a voluntary transfer of property given gratuitously and without consideration. Any interest generated from the temporary investment of the gift shall remain with the principal and be used for the specific purpose of the gift if the letter of donation so specifies. Donations to the Manchester Essex Regional School District are tax-deductible to the extent allowed by law. An acknowledgment letter for tax purposes shall be sent promptly to each donor and be signed by the Superintendent of Schools.

Unless otherwise indicated, a gift is unrestricted and may be used by the School District for purposes consistent with the School Committee's goals and priorities. If a donor wishes to restrict a gift to a specific program, the donor must indicate this in an accompanying letter. The School District shall establish separate accounts for restricted gifts as needed. The School Committee reserves the right to decline restricted gifts for programs that it has chosen to discontinue. Further, the School Committee reserves the right to decline contributions with conditions and restrictions that are not consistent with School District policy and procedures and the School Committee's goals and priorities.

In the event that a private foundation or group seeks to raise \$50,000 or more for the School District or for a specific school program through an event, a direct mail campaign, or another activity, it is necessary that the organizing group and the School Committee sign a Memorandum of Understanding defining the goals and purposes for which funds will be raised. The Memorandum of Understanding must be approved by a majority vote of the School Committee.

Source: Massachusetts General Laws Chapter 44, Section 53A

## **MEMORIALS FOR DECEASED STUDENTS OR STAFF**

The School Committee recognizes that the death of a student or member of the staff is deeply felt by the school community.

Memorials in the form of scholarships, awards, school supplies and equipment, as well as funds designated for a particular school, department, or school activity are encouraged as an alternative to permanent memorials.

Any permanent memorial gift must adhere to the following guidelines:

- No picture will be attached to the memorial.
- Information on the nameplate on the memorial shall be limited to "Donated by \_\_\_\_\_ in Memory of \_\_\_\_\_ and the date."
- The memorial must serve a useful purpose for current students.
- Shrubs, trees and plantings are discouraged on school grounds.

The proposed permanent memorial will be presented for approval by the School Committee.

## **FF - NAMING NEW FACILITIES**

Naming a school facility is an important matter that deserves thoughtful attention. Personal prejudice or favoritism, political pressure, or temporary popularity should not be an influence in choosing a name for a school, a portion of a school, or a portion of school grounds. Whenever possible, the wishes of the community, including parents/guardians and students, should be considered in naming school facilities.

The School Committee has the authority to approve the naming and renaming of buildings, structures, and facilities located on school property. The School Committee also has the authority to name subsections of existing structures or facilities, such as classrooms, auditoriums, and gymnasiums.

Names and/or wording associated with school facilities shall be consistent with school district policies and promote messages aligned with the mission, vision and goals of the school district. To the extent possible, names and/or wording should be designed not to restrict the use of a space or inhibit changing the function of the space should that become necessary in the future.

When the opportunity to name or dedicate a new school or school related property, structure or facility is forthcoming, an orderly procedure will be communicated at the next available School Committee meeting. The Committee's agendas should clearly reflect the intent to consider, review, and vote on naming opportunities.

Submission of a name for a school space may be made by any resident or by the Superintendent, in writing, and should be made to the School Committee Chair. If a name is being initiated at the local school level, the Principal must take reasonable steps to include the School Council and PTA/PTO in the nomination of the name before submission to the School Committee.

The written request should specify the intent of the requestor and the reasons why this particular name would fit the facility. It should offer appropriate background information on the person or organization after which the facility will be named. An offer of a financial contribution to the School District may accompany the naming request, but the School Committee is not obligated to accept or reject a name based upon financial considerations alone. Philanthropic contributions in support of the School District are encouraged by the School Committee. The School Committee may acknowledge generous donors by designating appropriate spaces within the School District's facilities consistent with the level of financial commitment.

Following the submission of a naming request, the School Committee Chair will specify a consideration period that allows for public comment, following which the Committee will deliberate and vote on the name.

SOURCE: MASC August 2016

# HAMILTON WENHAM REGIONAL SCHOOL DISTRICT VOUCHER

Voucher No: 2885

Voucher Date: 03/27/2020

Prepared By:

*Donald Gallant*

Printed: 03/27/2020 09:07:51 AM

HAMILTON WENHAM REGIONAL SCHOOL DISTRICT is hereby authorized to draw warrants against HAMILTON WENHAM REGIONAL SCHOOL DISTRICT funds for the sum of \$28,764.75 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2019 to June 30, 2020 (period cannot overlap fiscal year end.)

I certify that this claim is just and correct, and the services and/or materials herein represented have been received during the period listed above. All items are properly coded and not in excess of the budget.

*Donald Gallant*  
Donald Gallant District Treasurer

Kevin Mahoney Assistant District Treasurer

*Michelle Hygan*  
Designee School Committee Member

*Vincent Leone*  
Vincent Leone Assistant Super. of Fin. & Admin.

HAMILTON WENHAM REGIONAL SCHOOL DISTRICT

Fund		Amount
001	GENERAL FUND	\$11,799.19
202	REVOLVING FUNDS	\$2,942.06
205	ATHLETIC/EXTRA CURR REVOLVING	\$14,023.50
		<b>\$28,764.75</b>

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# HAMILTON WENHAM REGIONAL SCHOOL DISTRICT VOUCHER

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Voucher No: 2886

Voucher Date: 04/10/2020

Prepared By:

*Douglas Gallant*

Printed: 04/08/2020 11:46:20 AM

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HAMILTON WENHAM REGIONAL SCHOOL DISTRICT is hereby authorized to draw warrants against HAMILTON WENHAM REGIONAL SCHOOL DISTRICT funds for the sum of \$8,838.12 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2019 to June 30, 2020 (period cannot overlap fiscal year end.)

I certify that this claim is just and correct, and the services and/or materials herein represented have been received during the period listed above. All items are properly coded and not in excess of the budget.

---

*Donald Gallant*  
Donald Gallant District Treasurer

*Kevin Mahoney*  
Kevin Mahoney Assistant District Treasurer

*Michelle Hoza*  
Michelle Hoza Designee School Committee Member

*Vincent Leone*  
Vincent Leone Assistant Super. of Fin. & Admin.

HAMILTON WENHAM REGIONAL SCHOOL DISTRICT

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Fund		Amount
701	CAFETERIA FUNDS	\$8,838.12
		<hr/>
		\$8,838.12

# HAMILTON WENHAM REGIONAL SCHOOL DISTRICT VOUCHER

Voucher No: 2887

Voucher Date: 04/10/2020

Prepared By:

  
Printed: 04/08/2020 11:52:23 AM

HAMILTON WENHAM REGIONAL SCHOOL DISTRICT is hereby authorized to draw warrants against HAMILTON WENHAM REGIONAL SCHOOL DISTRICT funds for the sum of \$551,363.80 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2019 to June 30, 2020 (period cannot overlap fiscal year end.)

I certify that this claim is just and correct, and the services and/or materials herein represented have been received during the period listed above. All items are properly coded and not in excess of the budget.

  
Donald Gallant District Treasurer

  
Kevin Mahoney Assistant District Treasurer

  
Designee School Committee Member

  
Vincent Leone Assistant Super. of Fin. & Admin.

HAMILTON WENHAM REGIONAL SCHOOL DISTRICT

Fund		Amount
001	GENERAL FUND	\$550,963.99
202	REVOLVING FUNDS	\$255.00
205	ATHLETIC/EXTRA CURR REVOLVING	\$53.19
402	STATE GRANTS FY EVEN YEARS	\$91.62
		<b>\$551,363.80</b>

# HAMILTON WENHAM REGIONAL SCHOOL DISTRICT VOUCHER

Voucher No: 2876

Voucher Date: 02/25/2020

Prepared By:

*W. Capozzi*  
Printed: 02/25/2020 01:16:26 PM

HAMILTON WENHAM REGIONAL SCHOOL DISTRICT is hereby authorized to draw warrants against HAMILTON WENHAM REGIONAL SCHOOL DISTRICT funds for the sum of \$19,204.22 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2019 to June 30, 2020 (period cannot overlap fiscal year end.)

I certify that this claim is just and correct, and the services and/or materials herein represented have been received during the period listed above. All items are properly coded and not in excess of the budget.

*Donald Gallant*  
Donald Gallant

District Treasurer

*Kevin Mahoney*  
Kevin Mahoney

Assistant District Treasurer

*Michelle Grogan*  
Designee

School Committee Member

*Vincent Leone*  
Vincent Leone

Assistant Super. of Fin. & Admin.

HAMILTON WENHAM REGIONAL SCHOOL DISTRICT

Fund	Amount
202 REVOLVING FUNDS	\$19,204.22
	<u>\$19,204.22</u>

# HAMILTON WENHAM REGIONAL SCHOOL DISTRICT VOUCHER

Voucher No: 2882

Voucher Date: 03/18/2020

Prepared By:

*W. Capozzi*

Printed: 03/23/2020 09:46:26 AM

HAMILTON WENHAM REGIONAL SCHOOL DISTRICT is hereby authorized to draw warrants against HAMILTON WENHAM REGIONAL SCHOOL DISTRICT funds for the sum of \$123.69 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2019 to June 30, 2020 (period cannot overlap fiscal year end.)

I certify that this claim is just and correct, and the services and/or materials herein represented have been received during the period listed above. All items are properly coded and not in excess of the budget.

*Dorald Gallant*  
Dorald Gallant

District Treasurer

*Kevin Mahoney*  
Kevin Mahoney

Assistant District Treasurer

*Michelle Goyas*  
Designee

School Committee Member

*Vincent Leone*  
Vincent Leone

Assistant Super. of Fin. & Admin.

HAMILTON WENHAM REGIONAL SCHOOL DISTRICT

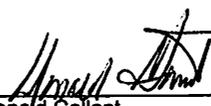
Fund		Amount
202	REVOLVING FUNDS	\$123.69
		<b>\$123.69</b>

# HAMILTON WENHAM REGIONAL SCHOOL DISTRICT VOUCHER

Voucher No: 24      Voucher Date: 04/10/2020      Prepared By: Donald Gallant  
 Printed: 04/08/2020 01:23:07 PM

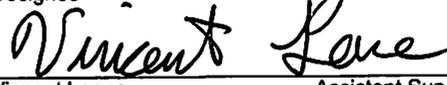
HAMILTON WENHAM REGIONAL SCHOOL DISTRICT is hereby authorized to draw warrants against HAMILTON WENHAM REGIONAL SCHOOL DISTRICT funds for the sum of \$2,845.63 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2019 to June 30, 2020 (period cannot overlap fiscal year end.)

I certify that this claim is just and correct, and the services and/or materials herein represented have been received during the period listed above. All items are properly coded and not in excess of the budget.

\_\_\_\_\_  
  
 Donald Gallant      District Treasurer

\_\_\_\_\_  
  
 Kevin Mahoney      Assistant District Treasurer

\_\_\_\_\_  
  
 Designee      School Committee Member

\_\_\_\_\_  
  
 Vincent Leone      Assistant Super. of Fin. & Admin.

HAMILTON WENHAM REGIONAL SCHOOL DISTRICT

Fund		Amount
001	GENERAL FUND	\$1,458.44
202	REVOLVING FUNDS	\$0.00
301	TITLE I	\$1,387.19
302	94-142 IDEA 240	\$0.00
304	EARLY CHILDHOOD	\$0.00
402	STATE GRANTS FY EVEN YEARS	\$0.00
701	CAFETERIA FUNDS	\$0.00
		<b>\$2,845.63</b>

# HAMILTON WENHAM REGIONAL SCHOOL DISTRICT VOUCHER

Voucher No: 1048

Voucher Date: 04/10/2020

Prepared By: Donald Gallant

Printed: 04/08/2020 01:09:56 PM

HAMILTON WENHAM REGIONAL SCHOOL DISTRICT is hereby authorized to draw warrants against HAMILTON WENHAM REGIONAL SCHOOL DISTRICT funds for the sum of \$763,023.19 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2019 to June 30, 2020 (period cannot overlap fiscal year end.)

I certify that this claim is just and correct, and the services and/or materials herein represented have been received during the period listed above. All items are properly coded and not in excess of the budget.

  
\_\_\_\_\_  
Donald Gallant District Treasurer

  
\_\_\_\_\_  
Kevin Mahoney Assistant District Treasurer

  
\_\_\_\_\_  
Designee School Committee Member

  
\_\_\_\_\_  
Vincent Leone Assistant Super. of Fin. & Admin.

HAMILTON WENHAM REGIONAL SCHOOL DISTRICT

Fund	Amount
001 GENERAL FUND	\$763,023.19
	<u>\$763,023.19</u>

# HAMILTON WENHAM REGIONAL SCHOOL DISTRICT VOUCHER

Voucher No: 2888

Voucher Date: 04/10/2020

Prepared By:

*Donald Gallant*

Printed: 04/08/2020 11:57:41 AM

HAMILTON WENHAM REGIONAL SCHOOL DISTRICT is hereby authorized to draw warrants against HAMILTON WENHAM REGIONAL SCHOOL DISTRICT funds for the sum of \$77,121.90 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2019 to June 30, 2020 (period cannot overlap fiscal year end.)

I certify that this claim is just and correct, and the services and/or materials herein represented have been received during the period listed above. All items are properly coded and not in excess of the budget.

*Donald Gallant*  
Donald Gallant District Treasurer

*Kevin Mahoney*  
Kevin Mahoney Assistant District Treasurer

*Michelle Hooper*  
Michelle Hooper Designee School Committee Member

*Vincent Leone*  
Vincent Leone Assistant Super. of Fin. & Admin.

HAMILTON WENHAM REGIONAL SCHOOL DISTRICT

Fund		Amount
001	GENERAL FUND	\$73,177.45
202	REVOLVING FUNDS	\$513.50
402	STATE GRANTS FY EVEN YEARS	\$3,430.95
		<b>\$77,121.90</b>

**6:30 PM Community Meet and Greet! - open to the public**

All Hamilton and Wenham community members are invited to join to meet our full Leadership Team and welcome **6 NEW members!**

Cookies and Coffee will be served 6:30pm [Flyer](#)

**The Hamilton Wenham Regional School District  
School Committee Meeting  
Buker Elementary School Multi-Purpose Room  
Wednesday, October 2, 2019 7:00 PM**

**Present:**

Gene Lee

Michelle Horgan, Assistant Secretary

David Polito, Chairperson

Stacey Metternick, Secretary

Michelle Bailey

Peter Wolczik

**Also Present:**

Dr. Julie Kukenberger, Interim Superintendent

Vincent Leone, Assistant Superintendent to Finance & Administration

Mahala Lettvin, Recording Secretary

Thomas Kain, Student Government Representative

Anthony Ansaldi, *Wenham Town Administrator*

**1. Call to Order**

7:00 PM

David Polito, Chair, calls the meeting to order at 7:07 pm.

**2. Pledge of Allegiance**

All in attendance rise for the Pledge of Allegiance.

**3. Citizens' Comments**

*Marty Cook, 4 Puritan Rd, Wenham:* Mr. Cook introduces himself as the Commissioner of Hamilton- Wenham Youth Football, as well as a community member who loves all youth sports. He would like to ensure that the reputation of Hamilton - Wenham athletics is left in a respectable condition for future generations. Mr. Cook has appeared this evening to speak about the unfortunate issue that came up this year where youth football was unable to access their own field. Mr. Cook states that the football team has been relying on the Pingree Turf Field to host their home games, which ends up requiring the team to allocate their valuable resources, and furthermore causes an undue tax burden to community members. Mr. Cook and his wife have addressed their concerns in numerous emails to the School Committee, and are disappointed that they have yet to receive any response. Mr. Cook continues, noting his frustration with the larger process of bringing issues to the attention of the School Committee.

Dr. Kukenberger responds, explaining that there were a number of ongoing and growing concerns, specifically safety concerns, which unfortunately caused the district to make the difficult decision to restrict the athletic field. She states that the *Capital/Finance Planning Subcommittee* is working strategically to implement creative funding sources in order to address

this concern. Both the District Administration and the School Committee are dedicated to resolving the growing capital needs of the district, including the issue of a safe and accessible athletic field.

Mr. Polito and Mr. Cook briefly discuss the schedule of home games for youth football. Mr. Polito reiterates that the School Committee and District Administration are fully committed to resolving Mr. Cook’s concerns.

Mr. Polito requests an amendment to the agenda: addressing *5A New Business/Welcome Town Administrator, Anthony Ansaldi* as the next agenda item, before the workshop occurs. There are no objections to moving this item to the next order of business.

A. Welcome Wenham Town Administrator, Anthony Ansaldi (moved from new business/item A)

Anthony Ansaldi, *Wenham Town Administrator*, expresses his gratitude for the warm welcome he has received from the community since beginning in this role. He believes the partnerships between towns and the district are crucial, as there are many capital needs requiring a collaborative approach.

Dr. Kukenberger adds that both Joseph Domelowicz, *Hamilton Town Manager* and Anthony Ansaldi, *Wenham Town Administrator*, met with Dr. Kukenberger and Thomas Geary, *Director of Maintenance, Facilities, and Operations*, in a walk-through of the Hamilton - Wenham elementary schools. Both Dr. Kukenberger and Mr. Ansaldi explain that the current situation involving three new leaders in the district presents a unique opportunity to develop collaborative and innovative strategies to meet the growing capital needs in the community.

**4. Workshop**

A. Strategic Blueprint - What is the future we want to create? Facilitated by the HWRSD Leadership Team

**Participating in the workshop:**

Gene Lee	Thomas Geary	Emily Neault
Michelle Horgan	Eric Tracy	John Kotch
David Polito	Brianna Borek	Mary Adamik
Stacey Metternick	Carolyn Shediak	Maureen Smith
Michelle Bailey	Heidi Caccivio	Kathy O’Shea
Peter Wolczik	David Veling	Tracy Bowker
Dr. Julie	Jemma Pasmore	Catherine Frost
Kukenberger	Johanna Wilson	Catherine Donovan
Vincent Leone	Stacy Bucyk	Pat Smith
Thomas Kain	Linda Mastrianni	Linda McMahan

Dr. Kukenberger introduces tonight’s Strategic Blueprint Workshop, explaining the benefits of engaging in this workshop format opposed to the traditional presentation approach.

Thomas Geary, *Director of Maintenance, Facilities, and Operations* expresses his gratitude for the warm welcome he has received since beginning in his role. Mr. Geary explains that the

workshop tonight will take place next door, in the Buker Elementary School Gymnasium. He explains that modern furniture and equipment have been provided by a vendor, and are configured throughout the room to showcase potential improvements to school learning environments. Mr. Geary adds that the forthcoming FY21 Budget will include costs associated with some of the items in the workshop setup this evening.

Eric Tracy, *HWRHS Principal* and Brianna Borek, *HWRHS Science Teacher/ Administrative Intern* provide an overview of tonight's workshop. They explain that the focus of tonight's workshop will be to explore what drives the future of education, and then briefly review the future changes in business values through 2030; the role of automated technology; components of a safe and productive learning environment; leveraging and accessing knowledge through technological advances, etc.

Carolyn Shediak, *Winthrop Elementary School Principal*, facilitator for tonight's workshop, provides an overview of the format of the workshop, explaining that participants will break into groups of about 4-6 individuals, composed of School Committee members, teachers, and members of the District Leadership Team. Group members will engage in conversations about the future of education, rotating every 20 minutes through the three stations set up. Leaders at each station will provide a prompt to encourage members to explore the "future we want to create."

**What is the Future we Want to Create? - Strategic Blueprint Workshop, Buker Elementary School Gym, 7:35 PM - 8:51 PM.**

School Committee members agree that tonight's workshop was thoughtfully designed, demonstrated hard work, and was successful in communicating relevant information to the School Committee. Dr. Kukenberger notes that it may be useful to explore the opportunity to connect the workshop approaches this evening to the School Committee 2019-2020 SMART Goals.

The School Committee, Dr. Kukenberger, and Mr. Leone welcome Thomas Kain, *Student Body President/ School Committee Student Government Representative* to his first meeting!

**5. New Business**

A. ~~Welcome Wenham Town Administrator, Anthony Ansaldi~~ (moved to earlier in the meeting)

B. HWRSD 2019-2020 School Committee SMART Goals

[Exhibit](#)

The School Committee previously decided to assign the development and refinement of the 2019-2020 SMART Goals to the subcommittees.

**Goal 3: Develop a Budget**

*Capital/Financial Planning Subcommittee*

Mr. Lee reports that the subcommittee has not yet finalized this goal, but they will do so at their next meeting and bring to the entire School Committee for approval.

**Goal 2: Clarify Our Vision**

*Communication Subcommittee*

Mr. Polito reports that in developing this goal, it is important to ensure open communication with the Leadership Team. He adds that part of this goal might be to read **What School Could Be**, by Ted Dickerson. Mr. Polito states that this is a unique opportunity to create a foundation for

significant and needed change in the district, and that the School Committee should not be afraid to be bold in the vision statement.

**Goal 1: Create a TEAM**

*Policy Subcommittee*

Ms. Bailey notes that the subcommittee held a special meeting in order to finalize this goal by the agreed upon deadline. She reviews the details of the proposed goal, including suggestions to hold a budget workshop, measuring improvement, feedback to superintendents, formative assessment process, budget process, etc. Discussion regarding scheduling a budget workshop.

In order to build a team as a successful Committee is to provide feedback to Superintendents.

Further discussion regarding scheduling presentations and meetings for the budget workshop, budget presentations, etc. Dr. Kukenberger and Mr. Leone will discuss this further with Town Managers at the meeting scheduled next week.

Discussion regarding process of approving School Committee 2019-2020 SMART goals; challenges in subcommittee meetings; member participation, etc.

**I MOVE THAT THE HAMILTON WENHAM REGIONAL SCHOOL COMMITTEE ADD MICHELLE HORGAN TO THE COMMUNICATIONS SUBCOMMITTEE.**

**MOTION by Stacey Metternick; SECONDED by Michelle Bailey.  
Unanimously approved by 6 members present.**

Discussion regarding potential issues and/or violations of OML when using Google Docs.

C. Select Delegate and Alternate for MASC Conference

**I MOVE THAT THE HAMILTON WENHAM REGIONAL SCHOOL COMMITTEE DELEGATE MICHELLE HORGAN AS A DISTRICT REPRESENTATIVE FOR THE MASC CONFERENCE, WITH NO ALTERNATE AVAILABLE.**

**MOTION by Michelle Bailey; SECONDED by Stacey Metternick .  
Unanimously approved by 6 members present.**

D. Renewal co-op with Hamilton-Wenham as Host of Gymnastics with Manchester-Essex while adding Penguin Hall

**I MOVE THAT THE HAMILTON WENHAM REGIONAL SCHOOL COMMITTEE RENEW THE CO-OP WITH HAMILTON-WENHAM AS HOST OF GYMNASTICS WITH MANCHESTER ESSEX, WHILE ADDING PENGUIN HALL.**

**MOTION by Michelle Horgan; SECONDED by Gene Lee.**

*Discussion:* Craig Genuardo, *Athletic Director*, explains the niche sport of gymnastics, highlighting the unique challenges Hamilton - Wenham gymnasts face, especially with regards to the number of students interested. He notes that the gymnastics team is very small, but very successful. Participants from Manchester-Essex and Penguin Hall would contribute user fees, which are a fixed costs. There is no additional cost to the district

Ms. Metternick inquires about the make-up of the gymnastics team last year, with Mr. Genuardo noting that last year the School Committee denied the addition of Penguin Hall. Ms. Metternick asks if adding Penguin Hall brings any benefits to the Hamilton-Wenham district. Mr. Genuardo responds that doing so allows for a more complete gymnastics team. Discussion regarding user fees, potential benefits, ethical and moral considerations, financial considerations, importance of team mentalities in developing children, etc.

Further discussion surrounding the number of gymnasts needed on a team; costs to the district associated with the Gymnastics program; costs associated with adding Penguin Hall to the co-op (none); district decision making process in offering certain athletic programs; student interest in certain athletic programs, etc.

Dr. Kukenberger points out that gymnastics is a true passion for many on the team, and that participating in extracurricular activities like this has been shown to increase student success. In addition, Dr. Kukenberger explains that social networks are vital to students, and the more dynamic the relationships, the better off the students will be. Mr. Genuardo adds that should gymnastics become unavailable, the girls currently on the team would be very unlikely to seek out a replacement sport/activity, as they have grown up in gymnastics and are incredibly dedicated to the sport and their team members.

Discussion regarding costs, budgeted costs, financial responsibility of parents of gymnasts, etc. Ms. Horgan notes that the budget has already been set, and Penguin Hall joining the co-op would be no additional cost. Mr. Polito points out gymnastics teams need to have additional members than that which is minimally required - if an injury occurs the team members must stand in, etc.

Discussion regarding potential alternatives to those participating in gymnastics, availability of Iron Rail facility, competitive nature of team sports, PE credits offered, athletic programs and varying user fees, etc.

**APPROVED by 5 members present; OPPOSED by 1 member, Michelle Bailey.  
MOTION PASSES**

E. New co-op with Hamilton-Wenham as Guest for Ski  
**I MOVE THAT THE HAMILTON WENHAM REGIONAL SCHOOL COMMITTEE  
ACCEPT THE NEW CO-OP WITH HAMILTON - WENHAM JOINING THE  
MANCHESTER - ESSEX SKI TEAM.**

**MOTION BY Stacey Metternick; SECONDED by Michelle Horgan.**

Mr. Genuardo explains that there has been sporadic interest in a Ski Program over the years, however 4-5 students have persisted with their interest in the last year. Manchester-Essex reached out to Mr. Genuardo to discuss a co-op ski team. HWRHS students could participate in the ski program for the cost of the established user fees (about \$460). This would be of no cost to the district.

Discussion regarding Massachusetts Interscholastic Athletic Association (MIAA) involvement, process needed for approval, etc. Mr. Genuardo explains that he needs the School Committee to approve the co-op before seeking approval from MIAA.

Discussion regarding ski program schedule, participation, alternatives, uniforms, availability of equipment, student expectations, etc.

**Unanimously approved by 6 members present.**

F. Superintendent Search Subcommittee or Lead

G. Superintendent Search Timeline

Discussion regarding the search process for a Superintendent and previous decisions made by the School Committee, including voting to approve Ms. Bailey as the lead for this process. Ms. Bailey notes that the RFP she brought to the School Committee was not voted in for approval, and she recalls that there was no resolution to the issue discussed. Discussion regarding considerations in moving forward: members of a search committee; community involvement and feedback; ensuring community voices are heard; Dr. Kukenberger's candidacy; potential challenges/schedule conflicts with the Formative Assessment/Evaluation of interim superintendent; hiring a search firm; developing a timeline for search firm; responsibilities of a search firm; etc.

Ms. Bailey points out that the School Committee must develop a timeline to include in the RFP, as the timeline was the issue that prevented approval at the last meeting. Discussion regarding the level of detail necessary in RFP; whether to allow contractors to propose their own timelines in responses; RFP versus RFQ; etc.

School Committee members agree that Ms. Bailey will proceed to update the timeline in the RFP. She will bring the RFP to the next School Committee meeting, 10/16/19, where the School Committee will vote to approve.

After a lengthy discussion regarding hiring a third party to facilitate soliciting community feedback throughout the superintendent search process, the School Committee agrees to include this task as part of the RFP.

**I MOVE THAT THE HAMILTON WENHAM REGIONAL SCHOOL COMMITTEE AUTHORIZE MICHELLE BAILEY TO MOVE FORWARD WITH A RFP FOR SEARCH FIRMS WITH REVISED DATES AS DISCUSSED.**

**MOTION BY Stacey Metternick; SECONDED by Michelle Horgan.  
Unanimously approved by 6 members present.**

**6. Superintendent's Report**

- Congratulations to Anne Page, HWRHS Social Studies, who received a National History Day Scholarship for her program *Legacies of World War I*. Anne's colleagues were incredibly supportive and enthusiastic about her success, which was a wonderful thing to witness.
- Congratulations to Deborah Clapp, HWRHS Science & Engineering, who was recently quoted in *Educating Beyond Borders*, an article published by the University of Michigan Department of Pathology. The article discussed the way Deb uses social media and other technologies in her classroom.
- Congratulations to Mary Ting, MRMS Nurse, who recently passed the National School Nurses exam.

- Wellness Fair - Saturday, 10/05/2019, 10:00 AM - 1:00 PM Miles River Middle School: The Wellness Team has put forth an extraordinary amount of effort into what will hopefully become an annual event for our community.
- Dr. Kukenberger explains that another preschool classroom will need to be added, and unfortunately this was not budgeted.

**7. Chair's Report**  
(none)

**8. Capital/Financial Planning Committee**

- a. Elementary School Site Visits, October 8, 2019 4:00-7:00 PM

[Exhibit](#)

Review the schedule of elementary school site visits on 10/08/2019. Dr. Kukenberger states that Tom Geary will be joining in the site visits. She explains that the principals will be leading the visits where the School Committee will see first hand the building challenges and educational setbacks that each school is facing.

**9. Consent Agenda**

- a. Warrants:

- Voucher No: 1013
- Voucher No: 7
- Voucher No: 1014
- Voucher No: 2819
- Voucher No: 2820

[Exhibit](#)

- b. Meeting minutes:

- August 28, 2019
- September 4, 2019

[Exhibit](#)

[Exhibit](#)

- c. Executive Session Minutes:

- January 30, 2019
- March 27, 2019
- July 31, 2019

[Exhibit](#)

[Exhibit](#)

[Exhibit](#)

**I MOVE THAT THE HAMILTON WENHAM REGIONAL SCHOOL COMMITTEE ACCEPT THE CONSENT AGENDA AS STATED, PULLING OUT THE 08/28/2019 MEETING MINUTES; THERE CAN BE NO CHANGES.**

*Discussion:* Ms. Metternick notes that the 08/28/19 minutes are correct, however the minutes show that neither the School Committee nor the Capital Financial Subcommittee has officially voted on the Longmeadow issue.

**MOTION by Stacey Metternick; SECONDED by Michelle Horgan.  
Unanimously approved by 6 members present.**

**I MOVE THAT THE HAMILTON WENHAM REGIONAL SCHOOL COMMITTEE ACCEPT THE 08/28/2019 MEETING MINUTES AS INCLUDED IN THE CONSENT AGENDA, WITH NO CHANGES.**

**MOTION by Stacey Metternick; SECONDED by Michelle Horgan.  
Unanimously approved by 6 members present.**

**10. Other**

- A. Topics for Future Meetings

- Update on condition of the athletic fields;
- Vote on MASC resolutions;
- Review and approve RFP with revised dates;
- Finalize School Committee SMART goals;
- Longmeadow decision/vote after hearing recommendation from *Capital Financial Planning* subcommittee,
- Brad Hill to attend a future meeting to review upcoming Bill and impact

**11. Adjourn to Executive Session**

**I MOVE THAT THE HAMILTON WENHAM REGIONAL SCHOOL COMMITTEE ADJOURN INTO EXECUTIVE SESSION AT 10:32 PM FOR EXECUTIVE SESSION PURPOSE #3: TO DISCUSS STRATEGY WITH RESPECT TO COLLECTIVE BARGAINING WITH THE HAMILTON-WENHAM EDUCATION ASSOCIATION, AND TO NOT RETURN TO PUBLIC SESSION THEREAFTER.**

**MOTION by David Polito**

Peter Wolczik: YES;  
 Michelle Bailey: NO;  
 Stacey Metternick: NO;  
 David Polito: YES;  
 Michelle Horgan: YES;  
 Gene Lee: YES.

**Approved by 4 members present; Opposed by 2 members, Michelle Bailey and Stacey Metternick.**

**MOTION PASSES.**

*Respectfully submitted April 6, 2020 by Mahala Lettvin, Recording Secretary.*



**School Committee Meeting**  
**Buker Elementary School Multi-Purpose Room**  
**Wednesday, January 8, 2020**  
**7:00PM - 9:00PM**

**Present:**

Gene Lee  
Michelle Horgan  
David Polito, Chairperson  
Tai Pryjma  
Peter Wolczik

**Also Present:**

Julie Kukenberger, Interim Superintendent  
Vincent Leone, Assistant Superintendent to Finance & Administration  
Thomas Kaine, Student Government Representative

**1. Call to Order**

7:00PM

David Polito, Chairperson, calls the meeting to order at 7:06 PM.

**2. Pledge of Allegiance**

All in attendance rise for the Pledge of Allegiance.

**3. Citizens' Comments**

None.

**4. New Business**

a. Adopt Tentative FY21 Budget

[Exhibit](#)

Dr. Kukenberger and Mr. Leone have developed the Tentative FY21 Budget in close collaboration with the HWRSD Leadership Team. Moving through the presentation slides, Mr. Leone and Dr. Kukenberger detail the budget development process, projected budget deficit, major drivers for FY21 Budget, curtailment efforts, budget alignment to the district's mission, level service versus level funding, budget goals, budget challenges, new investment priorities, capital projects, debt exclusions, and the next steps in the budget process (including public hearings and joint meetings).

Ms. Horgan asks for verification that the budget presented this evening considers the best interest of HWRSD students, while remaining as fiscally responsible as possible. Dr. Kukenberger does not expect the increase in this budget to be sustainable in the future. She explains that the FY21 Tentative Budget represents a "correction year," noting that future budgets would not reflect such a large percentage increase. Discussion regarding sustainability, capital projects, impact on voting

for approval of the tentative budget, needed direction from School Committee and community to refine the budget.

Ms. Horgan asks for further clarification regarding level funding versus level service. Dr. Kukenberger explains that a level *funding* budget would encompass a \$9 million reduction, which would require an enormous reduction in staff, and essentially be catastrophic to the district and the schools. Further discussion regarding the impact this would have on schools, etc.

**I MOVE THAT THE HAMILTON WENHAM REGIONAL SCHOOL COMMITTEE APPROVE THE FY21 GENERAL FUND EXPENDITURES BUDGET OF \$37,867,528, THIS AMOUNT INCLUDES GENERAL FUND OPERATING EXPENSES, AFTER OFFSETS, IN THE AMOUNT OF \$37,454,275 AND GENERAL FUND DEBT SERVICE EXPENSES IN THE AMOUNT OF \$413,253; FURTHERMORE THE GROSS OPERATING EXPENSES OF THE DISTRICT, BEFORE OFFSETS, HAVE BEEN ALLOCATED TO THE DESE DEFINED ACCOUNTING ACCORDING TO THE SUMMARY OF DESE CATEGORY CHART INCLUDED IN THIS BUDGET PRESENTATION, AS DETAILED IN THE [EXHIBIT](#).**

**MOTION by Michelle Horgan; SECONDED by Gene Lee.**

*Discussion:* Mr. Polito explains that this budget is being approved as a working number, and it will not be the final budget put forth at Town Meeting. Discussion regarding next steps in the budget process and actions needed to further refine this budget.

Gene Lee:	Yes
Michelle Horgan:	Yes
Tai Pryjma:	Yes
Peter Wolczik:	Yes
David Polito:	Yes

**Unanimously approved via roll call vote of members present.**

b. Approval of Rollover of BANs (Bond Anticipation Notes) [Exhibit](#)

Don Gallant, *District Treasurer*, begins his presentation commending the district administration for the extraordinary amount of work in developing the FY21 Tentative Budget. He compliments the presentation given this evening, which he believes was remarkably easy to understand. Mr. Gallant summarizes the rollover of Bond Anticipation Notes, as detailed in the [Exhibit](#).

**I, THE DISTRICT ASSISTANT SECRETARY OF THE SCHOOL COMMITTEE, “THE COMMITTEE,” OF THE HAMILTON-WENHAM REGIONAL SCHOOL DISTRICT, MASSACHUSETTS “THE DISTRICT” CERTIFY THAT AT A MEETING OF THE COMMITTEE HELD JANUARY 8TH, 2020, OF WHICH MEETING ALL MEMBERS OF THE COMMITTEE WERE DULY NOTIFIED AND AT WHICH A QUORUM WAS PRESENT, THE FOLLOWING VOTES WERE PASSED AS INDICATED BELOW, ALL OF WHICH APPEAR UPON THE OFFICIAL RECORD OF THE COMMITTEE IN MY CUSTODY:**

**VOTED TO APPROVE THE SALE OF THE \$715,000, 2.0% GENERAL OBLIGATION BOND ANTICIPATION NOTES (“THE NOTES”) OF THE DISTRICT DATED**

**JANUARY 23rd, 2020, AND PAYABLE JANUARY 22nd, 2021, TO OPPENHEIMER & COMPANY, INCORPORATED AT PAR AND ACCRUED INTEREST, IF ANY, PLUS A PREMIUM OF \$3,718.00.**

**MOTION by Michelle Horgan.**

Gene Lee: Yes  
Michelle Horgan: Yes  
Tai Pryjma: Yes  
Peter Wolczik: Yes  
David Polito: Yes

**Unanimously approved via roll call vote of members present.**

**FURTHER VOTED THAT IN CONNECTION WITH THE MARKETING AND SALE OF THE NOTES, THE PREPARATION AND DISTRIBUTION OF A NOTICE OF SALE AND PRELIMINARY OFFICIAL STATEMENT DATED JANUARY 2nd, 2020, AND THE FINAL OFFICIAL STATEMENT DATED JANUARY 8th, 2020, EACH IN SUCH FORM AS MAY BE APPROVED BY THE DISTRICT TREASURER, BE AND HEREBY ARE RATIFIED, CONFIRMED, APPROVED, AND ADOPTED.**

**MOTION by Michelle Horgan.**

*Discussion:* Mr. Gallant explains that the official statement is a detailed 80-page document.

Gene Lee: Yes  
Michelle Horgan: Yes  
Tai Pryjma: Yes  
Peter Wolczik: Yes  
David Polito: Yes

**Unanimously approved via roll call vote of members present.**

**FURTHER VOTED THAT WE AUTHORIZE AND DIRECT THE DISTRICT TREASURER TO ESTABLISH POST ISSUANCE FEDERAL TAX COMPLIANCE PROCEDURES IN SUCH FORM AS THE DISTRICT TREASURE & BOND COUNCIL DEEM SUFFICIENT, OR IF SUCH PROCEDURES ARE CURRENTLY IN PLACE, TO REVIEW AND UPDATE SAID PROCEDURES IN ORDER TO MONITOR AND MAINTAIN THE TAX-EXEMPT STATUS OF THE NOTES.**

**MOTION by Michelle Horgan.**

*Discussion:* Mr. Gallant explains that he works in conjunction with the bond council and bond advisors to ensure this tax exempt status.

Gene Lee: Yes  
Michelle Horgan: Yes  
Tai Pryjma: Yes  
Peter Wolczik: Yes  
David Polito: Yes

**Unanimously approved via roll call vote of members present.**

**FURTHER VOTED THAT EACH MEMBER OF THE COMMITTEE, THE DISTRICT ASSISTANT SECRETARY, AND THE DISTRICT TREASURER BE, AND HEREBY ARE, AUTHORIZED TO TAKE ANY AND ALL SUCH ACTIONS AND EXECUTE AND DELIVER SUCH CERTIFICATES, RECEIPTS, OR OTHER DOCUMENTS AS MAY BE**

**DETERMINED BY THEM, OR ANY OF THEM, TO BE NECESSARY OR CONVENIENT TO CARRY INTO EFFECT THE PROVISIONS OF THE FOREGOING VOTES.**

**MOTION by Michelle Horgan.**

*Discussion:* Mr. Gallant explains that he will receive a large stack of documents tomorrow, and he and Ms. Horgan will review and provide their signatures where necessary.

Gene Lee: Yes  
Michelle Horgan: Yes  
Tai Pryjma: Yes  
Peter Wolczik: Yes  
David Polito: Yes

**Unanimously approved via roll call vote of members present.**

**I FURTHER CERTIFY THAT THE VOTES WERE TAKEN AT A MEETING OPEN TO THE PUBLIC, THAT NO VOTE WAS TAKEN BY SECRET BALLOT, THAT A NOTICE STATING THE PLACE, DATE, TIME, AND AGENDA FOR THE MEETING, WHICH AGENDA INCLUDED THE ADOPTION OF THE ABOVE VOTES, WAS FILED WITH THE TOWN CLERKS OF EACH OF THE MEMBER TOWNS OF HAMILTON AND WENHAM, MASSACHUSETTS, TOGETHER THE TOWN CLERKS, AND A COPY THEREOF POSTED IN A MANNER CONSPICUOUSLY VISIBLE TO THE PUBLIC AT ALL HOURS IN, OR ON, THE MUNICIPAL BUILDINGS IN WHICH THE OFFICES OF THE TOWN CLERKS AND THE DISTRICT’S ASSISTANT SECRETARY ARE LOCATED, OR IN ACCORDANCE WITH AN APPROVED ALTERNATIVE METHOD OF NOTICE PRESCRIBED OR APPROVED BY THE MASSACHUSETTS ATTORNEY GENERAL SET FORTH IN 940 CMR. 29.03 (4) AT LEAST 48 HOURS, NOT INCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, PRIOR TO THE TIME OF THE MEETING AND REMAINED SO POSTED AT THE TIME OF THE MEETING, THAT NO DELIBERATION OR DECISION IN CONNECTION WITH THE SALE OF THE NOTES WERE TAKEN IN EXECUTIVE SESSION, ALL IN ACCORDANCE WITH G.L. C-30A, §§ 18-25 AS AMENDED.**

Mr. Gallant notes that no vote is required for the last declaration, and asks Ms. Horgan to provide him with the document with her signature.

c. Superintendent Search

[Exhibit](#)

Discussion regarding upcoming meetings and action items regarding the district’s Superintendent search process. Dr. Kukenberger will ask Janelle Carleo to send calendar invites to provide a bit more organization to the process. Discussion regarding the upcoming workshops and the information anticipated.

d. Donations

*Edfund* \$5,000

[Exhibit](#)

**I MOVE THAT THE HAMILTON WENHAM REGIONAL SCHOOL COMMITTEE ACCEPT THE DONATION IN THE AMOUNT OF \$5,000 FROM THE HAMILTON-WENHAM EDFUND FOR THE BIOTECH COURSE, WHICH WILL BE OFFERED IN THE 20/21 SCHOOL YEAR.**

**MOTION by Michelle Horgan; SECONDED by Gene Lee.  
Unanimously approved by 5 members present.**

Thank you to John Koch as well as the Hamilton-Wenham EdFund for their ongoing support of Hamilton-Wenham Schools!

e. Approve 2021 Field Trip to Peru - April 14, 2021 [Exhibit](#)

Discussion regarding travel advisory, potential impact on field trips. etc. Dr. Kukenberger has established a calendar reminder for 30 days prior to the field trip date, in order to revisit these travel concerns.

**I MOVE THAT THE HAMILTON WENHAM REGIONAL SCHOOL COMMITTEE APPROVE THE 2021 WORLD STRIDES HAMILTON-WENHAM FIELD TRIP TO PERU ON APRIL 14, 2021.**

**MOTION by Michelle Horgan; SECONDED by Gene Lee.  
Unanimously approved by 5 members present.**

## **5. Superintendent's Report**

a. Enrollment and Class Report [Exhibit](#)

Dr. Kukenberger provides the Enrollment and Class report, as is a recurring report given during the first meeting of the month. She explains that the district is holding steady at 1,837 students, 2 less students than last month, as detailed in the [Exhibit](#). District administration will continuously monitor this data.

b. Northshore Education Consortium 2019 Annual Report [Exhibit](#)

Dr. Kukenberger notes that Hamilton-Wenham is a part of the Northshore Education Consortium collaborative, allowing for reduced tuition rates for students placed in specialized programs. Dr. Kukenberger speaks about the benefits of the collaborative, and points to the 2019 Northshore Education Consortium Annual Report, as detailed in the [Exhibit](#).

c. Essex County Learning Community Participation [Exhibit](#)

Dr. Kukenberger explains that Hamilton-Wenham Regional School District recently received approval for a grant, as detailed in the 08/02/2019 letter from the Essex County Learning Community ([Exhibit](#)).

## **6. Chair's Report**

Introduction and welcome to Tai Pryjma, interim School Committee member.

## **7. Committee Reports (continued)**

a. Capital/Financial Subcommittee [Exhibit](#)

- SOI 2019 Results
  - Mr. Lee states that the 2019 Cutler and Winthrop SOIs were not accepted to move forward in the MSBA process. Discussion regarding challenges faced due to the rejection.
- SOI 2020 Application
  - Discussion regarding strategy in moving forward with future MSBA applications.

- Next Meeting Dates:
  - Tuesday, 01/21/20 @ 7:00 PM, Superintendent's Office
  - Tuesday, 02/04/20 @ 7:00 PM, Superintendent's Office

b. Policy Subcommittee

- First Reading of School Committee Policy C

[Exhibit](#)

Mr. Wolczik explains that the Policy Subcommittee has been meeting with Dorothy Presser, MASC, and Dr. Kukenberger to review the district policies and suggest language and/or content changes.

**I MOVE THAT THE HAMILTON WENHAM REGIONAL SCHOOL COMMITTEE APPROVE THE FIRST READING OF SCHOOL COMMITTEE POLICY C.**

**MOTION by Michelle Horgan; SECONDED by Gene Lee.  
Unanimously approved by 5 members present.**

- First Reading of School Committee Policy E

[Exhibit](#)

**I MOVE THAT THE HAMILTON WENHAM REGIONAL SCHOOL COMMITTEE APPROVE THE FIRST READING OF SCHOOL COMMITTEE POLICY E.**

**MOTION by Michelle Horgan; SECONDED by Gene Lee.**

*Discussion:* Mr. Lee asks for a summary of any significant changes to Policy E, with Mr. Wolczik explaining that the changes were not controversial, and were made simply to better align with MASC guidelines. Discussion regarding the process of approving policy sections, how School Committee members contribute to the process of submitting policy changes, etc. Discussion regarding Policy E, specifically transportation policies in various scenarios, etc.

**Unanimously approved by 5 members present.**

- Next Meeting Dates: TBD

*Thomas Kaine exits the meeting at 8:52 PM.*

c. Negotiations Subcommittee

- Ms. Horgan reports that the next meeting will be preparing for the upcoming contract
- Next Meeting Date: 02/04/2020 @ 4:30 PM, Superintendent's Office (meeting are recurring on the first Tuesday of each month, 4:30 PM)

**8. Consent Agenda**

a. Warrants

[Exhibit](#)

- Voucher No. 2849
- Voucher No. 2850
- Voucher No. 2851
- Voucher No. 1030
- Voucher No. 14
- Voucher No. 1029
- Voucher No. 2847

- Voucher No. 2848
- Voucher No. 2853
- Voucher No. 15
- Voucher No. 1032
- Voucher No. 2855
- Voucher No. 2854
- Voucher No. 1031
- Voucher No. 2852
- Voucher No. 1254

**I MOVE THAT THE HAMILTON WENHAM REGIONAL SCHOOL COMMITTEE ACCEPT THE WARRANTS AS LISTED IN THE CONSENT AGENDA ABOVE; THERE CAN BE NO FURTHER CHANGES TO THESE DOCUMENTS.**

**MOTION by Michelle Horgan; SECONDED by Gene Lee.  
Unanimously approved by 5 members present.**

b. Vote to approve prior meeting minutes

[Exhibit](#)

- July 31, 2019, Executive Session Minutes

**I MOVE THAT THE HAMILTON WENHAM REGIONAL SCHOOL COMMITTEE ACCEPT THE 07/31/2019 EXECUTIVE SESSION MINUTES WITH AMENDMENTS AS DISCUSSED IN THE LAST MEETING; THERE CAN BE NO FURTHER CHANGES TO THESE DOCUMENTS.**

**MOTION by Michelle Horgan; SECONDED by Gene Lee.  
Unanimously approved by 5 members present.**

**9. Other**

a. Topics for Next Meeting

- Address HWRHS composting and recycling issues
  - Dr. Kukenberger states that there is an upcoming meeting on this issue; Ms. Horgan accepts an invitation to join this meeting.
- Formative Assessment from Dr. Kukenberger scheduled for 01/22/20 School Committee meeting (after confirming the agenda will allow for this).

**10. Vote to Adjourn into Executive Session**

**I MOVE THAT THE HAMILTON WENHAM REGIONAL SCHOOL COMMITTEE ADJOURN INTO EXECUTIVE SESSION FOR PURPOSE #3, TO DISCUSS STRATEGY WITH RESPECT TO COLLECTIVE BARGAINING WITH THE HAMILTON-WENHAM EDUCATION ASSOCIATION, AND TO RETURN TO PUBLIC SESSION.**

**MOTION by David Polito.**

Gene Lee:	Yes
Michelle Horgan:	Yes
Tai Pryjma:	Yes
Peter Wolczik:	Yes

David Polito: Yes

**Unanimously approved via roll call vote of members present.**

### **11. Sidebar Letter Agreement**

**I MOVE THAT THE HAMILTON WENHAM REGIONAL SCHOOL COMMITTEE APPROVES THE SIDEBAR AGREEMENT PRESENTED TO THE SCHOOL COMMITTEE FROM THE HAMILTON WENHAM EDUCATION ASSOCIATION TO CHANGE THE WORDING IN APPENDIX C, EXTENDED RESPONSIBILITIES/ STIPEND SCHEDULE, PAGES 51 TO 52.**

**MOTION by Michelle Horgan; SECONDED by Gene Lee.**

Gene Lee: Yes  
Michelle Horgan: Yes  
Tai Pryjma: Yes  
Peter Wolczik: Yes  
David Polito: Yes

**Unanimously approved via roll call vote of members present.**

*Noted:* The Sidebar Letter Agreement will be added as an appendix.

### **12. Vote to Adjourn**

**I MOVE THAT THE HAMILTON WENHAM REGIONAL SCHOOL COMMITTEE ADJOURN at 9:20PM.**

**MOTION by Michelle Horgan; SECONDED by Gene Lee.**

**Unanimously approved by 5 members present.**

*Respectfully submitted March 30, 2020 by Mahala Lettvin, Recording Secretary.*



**School Committee Meeting**  
**Buker Elementary School Multi-Purpose Room**  
**Wednesday, February 5, 2020**  
**7:00 PM - 9:00 PM**

**Present:**

Tai Pryjma  
Gene Lee  
Michelle Horgan  
Michelle Bailey, Vice Chairperson  
Stacey Metternick, Secretary  
David Polito, Chairperson (late arrival)  
Peter Wolczik (late arrival)

**Also Present:**

Julie Kukenberger, Interim Superintendent  
Vincent Leone, Assistant Superintendent to Finance & Administration  
Thomas Kaine, Student Government Representative

**1. Call to Order**

7:00 PM

Michelle Bailey, Vice Chairperson, calls the meeting to order at 7:01 PM, noting that the meeting is being recorded by HWCAM.

**2. Pledge of Allegiance**

All in attendance rise for the Pledge of Allegiance.

**3. Citizens' Comments**

*Christine Lee, 165 Cherry St, Wenham:* Appears tonight to voice her support for continuing the School Resource Officer to remain in the schools for the safety and well-being of the students. Ms. Lee has 2 students in the schools, and favors the local officer filling the SRO roll, opposed to the State Trooper.

*Tom Starr, 41 Pleasant St, Wenham:* Appears this evening to voice his appreciation for the handling of the budget this year. He states that if the problems are not addressed in the FY21 Budget, they will only continue to worsen. He notes that not returning the schools to their excellent reputation will negatively impact property values of Hamilton - Wenham homes, and therefore not save taxpayers any money.

**4. New Business**

A. FY20 Budget Transfers

[Exhibit](#)

**I MOVE THAT THE HAMILTON WENHAM REGIONAL SCHOOL COMMITTEE APPROVE THE FISCAL YEAR 2020 OPERATING BUDGET EXPENSES TRANSFERS OF \$296,112 FROM OTHER TEACHING SERVICES TO TEACHERS, ALSO \$104,000 FROM ADMINISTRATION TO INSURANCE RETIREMENT AND OTHER.**

**MOTION by Stacey Metternick; SECONDED by Michelle Horgan.  
Unanimously approved by 5 members present.**

**B. Superintendent's Search**

[Exhibit](#)

Ms. Bailey provides an update regarding the Superintendent Search: the Screening Committee has been notified and will be trained next Monday. The School Committee will need to decide who is attending which visits. Ms. Presser, MASC, has informed Ms. Bailey that the members should plan to arrange for commitments between March 12-20 during the hours of 9:00 AM -1:00 PM

**C. Discuss Paper Packets**

Discussion regarding paper School Committee packets, including average number of pages (80), cost per page (\$0.06/page), staff labor involved, copier maintenance, etc. Discussion regarding environmental impact, potential obstacles including the need for supplemental materials, minutes, annotated agenda, etc.

**I MOVE THAT THE HAMILTON WENHAM REGIONAL SCHOOL COMMITTEE VOTE TO MODIFY OUR PAPER PACKETS AS DISCUSSED TO INCLUDE THE AGENDA ONLY FOR ALL SCHOOL COMMITTEE MEMBERS, AND A MODIFIED PACKET FOR THE SCHOOL COMMITTEE SECRETARY TO INCLUDE THE AGENDA, SUPPLEMENTAL INFORMATION PERTAINING TO MOTIONS, AS WELL AS PRIOR MEETING MINUTES.**

**MOTION by Stacey Metternick; SECONDED by Michelle Horgan.  
Unanimously approved by 5 members present.**

**5. Superintendent's Report**

**a. Enrollment Report**

[Exhibit](#)

Dr. Kukenberger reviews the enrollment report in the attached [Exhibit](#), walking the School Committee through the process of locating these reports on the district's website: district home page → district information → superintendent → reports → [enrollment report](#). Dr. Kukenberger explains some of the trends from this report, PreK has been increasing, as well as overall district enrollment. For the most part this is pretty steady throughout the year. This is accessible to the public and updated consistently. Discussion regarding "out-of-district" versus "choice in" language.

**b. School Choice Numbers In and Out**

Dr. Kukenberger states that there was a question last week regarding the number of Hamilton-Wenham students lost from 5th grade to 6th grade. She notes that there were 2 less students for the current year, 10 less students for the year prior, and 20 less students the year before that. Discussion regarding cross-checking numbers, potential implications, state guidelines, funding and budgeting, etc.

**c. HW Goes Green**

Dr. Kukenberger notes that the subcommittee is still considering a name for this initiative. They have started taking inventory of current actions, and had a productive brainstorming session. Plan to align a kick-off with Earth Day and raise awareness through a variety of outlets including trivia around the schools as well as social media campaigns.

## **6. Chair's Report**

In the absence of Chairperson David Polito, Ms. Bailey explains the process of running for the vacant School Committee position.

## **7. Committee Reports (continued)**

### **A. Capital/Financial Planning Subcommittee**

- FY21 Budget Refinement Progress

[Exhibit](#)

*David Polito and Peter Wolczik enter the meeting.*

Mr. Lee thanks Dr. Kukenberger and the District's Leadership Team for their hard work and the difficult decisions involved in the FY21 Tentative Budget. The Capital/Financial Planning Subcommittee is putting forth a request of \$958,00 for capital expenses. Mr. Lee reviews the process of refining the FY21 tentative budget, a total reduction of \$469,462; reducing utilities and maintenance costs; increasing revenue from tuitions/reducing out-of-district placements; increasing user fees. The refinement brings the budget down by \$1 million. Ms. Metternick adds that the high utility costs in the budget reflects the reality of these costs, as these costs have consistently been over budget.

Dr. Kukenberger reviews the Student Opportunity Act, additional funding that has been earmarked for public schools across the Commonwealth. She explains that the district will be required to submit a 3- year Student Opportunity Plan. Hamilton-Wenham is anticipating Chapter 70 funding increase in the amount of \$254,461 (minimally). Dr. Kukenberger reviews 3 potential options for what this could offer to the FY21 Budget.

Discussion regarding proposed reductions, eliminations, and deferments.

Mr. Polito states that it is important for The School Committee to stick to their ideals. He believes that prioritizing the SRO over teachers and social workers is not in line with the best interests of the district or the students. Mr. Polito adds that he will vote in favor of the budget, but does not agree with keeping the SRO position while removing teaching and social work positions. Peter Wolczik agrees that it is concerning to see teaching positions removed.

Dr. Kukenberger explains that the decisions that had to be made were incredibly difficult to make. She further notes how fortunate Hamilton - Wenham is to have such an amazing SRO in the schools.

Mr. Pryjma notes that other districts have relied on social workers to fill the SRO position, noting that enacting a similar strategy would meet a range of social/emotional needs.

Ms. Bailey and Ms. Metternick express disappointment in the lack of community participation in tonight's meeting. Community members are urged to attend meetings in order to voice their opinions.

The Capital/Financial Subcommittee will attempt to schedule another joint meeting with the Town BOS and Fincom during the last week of February.

- *Next Meeting date:* Tuesday, February 11, 2020 @ 7:00 PM day before the final vote

B. Policy Subcommittee

- Policy Subcommittee has not met; no updates.
- *Next Meeting Date:* Tuesday, February 11, 2020 @ 4:45 PM

C. Negotiations Subcommittee

- Subcommittee met on 02/04/2020 to review upcoming contracts.
- *Next Meeting Date:* Tuesday, March 3, 2020 @ 4:30 PM

**8. Consent Agenda**

A. Warrants

[Exhibit](#)

- Voucher No. 17
- Voucher No. 1034
- Voucher No. 1035
- Voucher No. 1037
- Voucher No. 2861
- Voucher No. 2862
- Voucher No. 2863
- Voucher No. 2867
- Voucher No. 2868

B. Vote to approve prior meeting minutes:

- December 4, 2019

[Exhibit](#)

**I MOVE THAT THE HAMILTON WENHAM REGIONAL SCHOOL COMMITTEE APPROVE THE CONSENT AGENDA AS STATED; THERE CAN BE NO FURTHER CHANGES TO THESE DOCUMENTS.**

**MOTION by Stacey Metternick; SECONDED by Michelle Horgan.  
Unanimously approved by 7 members present.**

**9. Other**

A. Topics for Future Meetings

- Scheduling future Joint Committee meeting;
- Responding to emails from community members;
- Budget communication plan;
- National Honors Society babysitting for Town Meeting;
- Approval of User Fees;
- Adopt final budget;
- “Get out the Vote” strategy;
- SOI process - Tom Geary, *Director of Maintenance, Facilities, Operations;*
- Committee Reports

**10. Vote to Adjourn**

**I MOVE THAT THE HAMILTON WENHAM REGIONAL SCHOOL COMMITTEE ADJOURN AT 8:41 PM.**

**MOTION by Stacey Metternick; SECONDED by Gene Lee.  
Unanimously approved by 7 members present.**

*Respectfully submitted April 8, 2020 by Mahala Lettvin, Recording Secretary.*