



# School Committee Meeting Materials

## **Regular School Committee Meeting**

**January 16, 2018**

**7:00pm**



*Mr. James M. Fleming  
Ms. Mary A. Manning  
Ms. Kristine Wilson*



*Ms. Ana Nuncio  
Mr. Manny Cruz  
Ms. Amanda Campbell*

***Mayor Kimberley Driscoll, Chair***

**“Know Your Rights Under the Open Meeting Law, M.G.L. c.30A § 18-25 and City Ordinance Sections 2-2028 through 2-2033.”**

January 11, 2018

**REGULAR SCHOOL COMMITTEE MEETING**

Notice is hereby given that the Salem School Committee will hold a Regular School Committee meeting on Tuesday, January 16, 2018 at 7:00 p.m. The meeting will be held in the School Committee Chambers at Collins Middle School, 29 Highland Avenue, Salem, MA.

**AGENDA**

- I. Call of Meeting to Order**
- II. Approval of the Agenda**
- III. Approval of Minutes**
  - a. Deliberation and Vote on the Minutes of the Regular School Committee Meeting held December 18, 2017
- IV. Questions and Comments from the Audience**
- V. Superintendent’s Report – Margarita Ruiz**
- VI. Presentation and Reports**

Pillar 1: Create a Vibrant K-12 Teaching and Learning Ecosystem  
Aligning the SHS Program of Studies with the Priorities of the High School Redesign Process
- VII. Action Items**
  - a. Deliberation and Vote on the Proposed Amendment to Articles of Agreement by Northshore Education Consortium
- VIII. Finance Report**
  - a. Approval of Warrants**

December 28, 2017 in the amount of \$245,541.51  
January 11, 2018 in the amount of \$597,082.18  
January 18, 2018 in the amount of \$37,595.93

**b. Budget Transfers**

IX. Subcommittee Reports

**Policy Subcommittee**

X. **School Committee Concerns and Resolutions**

XI. **Questions and Comments from the Audience**

Respectfully submitted by:

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Angelica Alayon, Secretary to the  
Salem School Committee



Salem School Committee  
Meeting Minutes  
Monday, December 18, 2017

A regular meeting of the Salem School Committee was held on Monday, December 18, 2017 at 7:05 p.m. in the School Committee Chambers at Collins Middle School, 29 Highland Avenue, Salem, MA.

**Members Present:** Mayor Kimberley Driscoll, Mr. Patrick Schultz, Dr. Brendan Walsh, Mr. James, Fleming, Ms. Mary Manning, Ms. Kristine Wilson, and Ms. Deborah Amaral

**Members Absent:** None

**Others Present:** Margarita Ruiz, Superintendent, Kate Carbone, Assistant Superintendent for Teaching and Learning, Margaret Marotta, Assistant Superintendent for Pupil Personnel Services, Jill Conrad, Chief of Systems Strategy, and Kelley Rice, Chief of Communications

**Call to Order**

Mayor Driscoll called the regular meeting of the Salem School Committee to order at 7:05 p.m.

**Approval of the Agenda**

Mr. Fleming moved to approve the Agenda as presented. Dr. Walsh seconded the motion. The Motion carried.

**Approval of Minutes**

**Deliberation and Vote on the Minutes of the Committee of the Whole (COW) meeting held October 16, 2017**

Mr. Fleming motioned to approve the Minutes of the Committee of the Whole (COW) meeting held on October 16, 2017. Ms. Wilson seconded the Motion. Dr. Walsh abstained, he was not present at that meeting. The Motion carried.

**Deliberation and Vote on the Minutes of the Committee of the Whole (COW) meeting held November 9, 2017**

Mr. Fleming motioned to approve the Minutes of the Committee of the Whole (COW) meeting held on November 9, 2017. Dr. Walsh seconded the Motion. The Motion carried.

**Deliberation and Vote on the Minutes of the Committee of the Whole (COW) meeting held November 20, 2017**

Ms. Wilson motioned to approve the Minutes of the Committee of the Whole (COW) meeting held November 20, 2017. Mr. Schultz seconded the Motion. Mr. Fleming voted present for this meeting. The Motion carried.

**Deliberation and Vote on the Regular School Committee meeting held December 4, 2017**

Dr. Walsh motioned to approve the Minutes of the Regular School Committee meeting held December 4, 2017. Ms. Amaral seconded the Motion. Mr. Fleming asked to be recorded present at this meeting. The Motion carried.

### **Questions and Comments From the Audience**

Beth Kontos, President of Salem Teachers Union, 10 Colonial Drive Road, Salem, MA addressed each of the School Committee members who are ending their term: Ms. Deborah Amaral, Mr. Patrick Schultz, and Dr. Brendan Walsh. Ms. Kontos thanked them for their time. She addressed Ms. Amaral as a very valuable community member from her experience at the YMCA, her time as a community advocate for Salem students, and as a parent. Ms. Kontos thanked Ms. Amaral and commented that they know the work she has done involves more than her presence every other Monday night at School Committee meetings. Ms. Kontos thanked Mr. Schultz for his role as an educator, administrator, parent, community supporter both with his time and finances through the years. She said it is greatly appreciated. Ms. Kontos talked of the generosity Dr. Walsh brought to Salem students and community members. His generosity, as learned from his ancestors, has come to them through his work with the Children's Charities. Ms. Kontos said that what his family has done for the Salem community is special and thanked him. Ms. Kontos thanked the members for their support and said she appreciates it very much.

Brian Dawson, 30 Dearborn Street, Salem, MA spoke on the immediate dismissal of Salem High School Marine Corps Junior ROTC Instructor Lt. Col. Michael Hunter on Friday, December 8, 2017. Mr. Dawson shared that others are also present this evening: current and former cadets and parents, military personnel - Marine Corp. League, Salem Veteran Council Affiliates, and American Veterans. Many parents and students have grave concerns for Colonel Hunter's personal reputation, loss as guiding mentor to Salem students, and the ROTC program in general. Three days after the dismissal, Monday, January 11th, 2017 several concerned parents and former students of the ROTC program cadets met at the Salem High School to seek understanding of what happened. Principal Angeramo was kind enough to come into the room and address them. They had questions for him but received a series of "I cannot comment" and "The decision is final" type of responses leaving everyone with more questions than answers when they entered the room. They felt they had no other option but to appear before the School Committee this evening to seek guidance and support on what can be done. They have the following 4 specific questions:

1. Was is the path afforded to them as citizens of Salem and parents of Salem students to gain reinstatement for Colonel Hunter to his position as CO of the ROTC at the Salem High School?
2. Who has the responsibility to listen and respond to the community's concerns on this matter?
3. What is the best vehicle to initiate a review of the situation with an eye towards reconciliation?
4. Who has the ultimate authority and responsibility to ensure that reconciliation is achieved?

Mr. Dawson continued that they seek to understand the answers to these four questions this evening and handed out copies to each School Committee and member of the panel before returning to his seat in the audience.

Fawaz Abusharkh, 4 Harrison Road, came, as a parent who has been concerned for many years, to thank the School Committee and members of the panel. He thanked Ms. Amaral for returning (stepping up) to fill in a School Committee membership seat when it was needed. It showed signs of her character and quality. Mr. Abusharkh thanked Mr. Schultz for being an important influence and helpful person in the community. Mr. Abusharkh addressed Dr. Walsh stating that he knew him from 12 years ago when Mr. Abusharkh began attending School Committee meetings. Whether he agreed with him or not, Mr. Abusharkh said he always knew the Dr. Walsh's heart was in the right place and focused on the needs of

the Salem students. They are always going to be thankful for his services and imprints he left, for years to come. Mr. Abusharkh thanked everyone at the panel and wished them all a happy holiday.

Carlos Viera, Lawrence, MA resident who takes an active role in Salem events, addressed Colonel Hunter's dismissal stating that Lieutenant Colonel Michael Hunter served over 22 years in the United States Marine Corp., with honor, and continues to serve despite retirement. Mr. Viera continued that Lieutenant Hunter truly lives by the Marine Corp. motto: Always be loyal to God, country, and Corp. and that Mr. Hunter has added students to this motto. He has faith in the students of Salem High School. Mr. Viera continued expressing how Lieutenant Hunter has been a positive personal and educational role model for students.

Lauren McGonagle, new at the Salem ROTC program, shared that she had a low self-confidence when she first came to the ROTC program and has become a stronger and better person since, both personally and academically.

Catalina Nieves, student of the Salem ROTC program, shared that Lieutenant Hunter has helped her family and has been very good to them.

Kathy Costello, Student of the Salem ROTC program, shared that Lieutenant Hunter has been their greatest supporter both personally and academically. He has sat down with them to help them with their homework, talked to their teachers to help them be accountable for their grades, and in everything they do. He has offered his help beyond the expectations of his position, students need that.

Allison Krezman, former cadet and current staff of the Salem ROTC program for two years, shared that Lieutenant Hunter has been, what she likes to call, a Father-figure. He helped her get into the Marine Corp. She leaves for boot camp on February 26, 2018. He has helped many cadets, present at this meeting, get into college and has also written recommendations for other students. He cares about education and safety. She wishes to see him upon her return as a United States Marine. He has helped instill her instill courage and to believe in herself. Mr. Hunter teaches students they can be all they hope to be, and she hopes for his reinstatement.

Ryan Bates, shared that he found purpose, drive, and motivation to be better because of Lieutenant Colonel Hunter's leadership, guidance, and mentorship. Because of these, Mr. Bates has chosen to follow in Mr. Hunter's footsteps to become a United States Marine; he has raised his right hand, given his oath, and joined the Marine Corp. The one other thought he has every time he thought about boot camp, graduation, and earning the title, is returning to the ROTC program, knock on the hatch of his mentor, and expect a firm handshake and a 'Congratulations Marine!' from Colonel Hunter. Mr. Hunter provides students with the necessary tools to succeed, adapt, overcome, and to become tenacious.

Private First Class Paul Reyes, United States Marine Corp., currently serving as Active Duty, shared what he learned from Lieutenant Hunter's positive teachings in personal development. One can become a better person, develop themselves and the traits they need to succeed. Mr. Hunter taught him the values of honor and commitment, positive reinforcement that helped him throughout boot camp. The one thing that got him through boot camp crucible was; the one thing he thought of before going to bed every night was the fact that he can return, shake Lieutenant Hunter's hand, and hear him call him a 'Marine.' That's all he ever wanted.

Allen Prizio, Senior and Cadet at Salem High School and a Cadet, spoke a few words about Colonel Hunter and stated that there are non-cadet students from the ROTC program that benefit from Colonel Hunter's council, from what he has done for them. Salem has been his home. He has been proud to say that he is a Salem High School student. Colonel Hunter is not just a teacher. The bond between a cadet

and his instructor includes a built legitimate trust. Mr. Prizio briefly read a section of the newspaper on the topic of Mr. Hunter's dismissal out loud. He wishes the right decision would be made.

Michelle Oldham, 12 First Street, Apt. N308, Salem, parent of one of the cadets in the ROTC program, shared that she cannot reiterate enough what Colonel Hunter has done for non-cadet students as well as cadets of the ROTC program. Mr. Hunter applies personal time to mentor non-recruited students in need of help. He teaches students to respect teachers, have manners, and to go out to the community and help others. Students may at first expect a pat on the back from him when achieving these things but later learn to expect them from themselves. Ms. Oldham continued that too many students are slipping through the cracks and Mr. Hunter is catching them. Out of everyone she has ever met in her life, Mr. Hunter is one of the most true, honest, outstanding men ever. They are very hopeful that there will be some sort of resolution to this. As has been stated before, they are not sure where to go to and asked if there is any chance that any one of the School Committee members would be willing to give them some guidance. She asked the members which path they think Citizens of Salem and parents of Salem High School students need to follow in the attempt to have Colonel Hunter reinstated. Who would be their follow-up contact?

Mayor Driscoll commented that given the amount of people present this evening and some of the same questions asked earlier, she would try to provide some guidance and would ask the Superintendent and School Committee members to weigh in as they see fit. She thanked everyone for coming and showing their support for Lieutenant Colonel Hunter and students who advocated for something they believe in. Ms. Driscoll said that it is a great testament not only to the Lieutenant Colonel Hunter's work but to the work going on at the Salem High School and reiterated that the jurisdiction of Personnel decisions within any particular school, whether at Salem High, Elementary, or Middle School does not fall within the preview of the School Committee. Under State Law, every Form law have left Personnel decisions up to the building leader, in this case, the Principal and certainly the Superintendent who oversees those individuals. They have unilateral authority with respect to hiring and firing personnel within respect of school buildings and for very good reasons. No one would want semi-elected officials who are not regularly in the buildings to be responsible for day-to-day operations making those decisions. Mayor Driscoll continued that in terms of a decision that has been made, and sort of a rationale for why the decision has been made, unfortunately State law prevents the Superintendent, the Principal, or any member of the school committee (even if they were aware of the circumstances which they are not because they do not oversee the day-to-day operation of individuals) from providing any perspective with respect to why a personnel decision was made. That is State law. There are privacy law protections, and that is something they do not have the authority to speak on without violating the law. Mayor Driscoll continued that the same applies to the Superintendent and Mr. Angeramo. Meeting with Mr. Angeramo to try to better understand why something like this happened was not an expectation on theirs or anyone's part. It clearly took many people by surprise. They, collectively, as a district cannot disclose any information related to personnel, because of State law. They would be violating the law if they did as would also the Superintendent and the Principal.

Mayor Driscoll continued that she could understand the frustration and questions of both why it is happening and what can be done about it. What can be done would be within the preview of the Superintendent or the High School Principal if they wanted to reconsider something like that. There is not due process, it is certainly granted as part of this process. It is her understanding that it has been granted by the Principal and the Superintendent. It would be up to them to go further and take another look at this. At this point, listening to everyone and what they have to say is important, an important aspect of it. But, the decision has been made and it would be up to them if it were to be overturned or recalibrated in any way, shape, or form.

Ms. Oldham responded that they understand that a decision has been made, what they are hoping for is a possible reconciliation or reinstatement that would better impact their present and future students and community as a whole.

Roger, 95 Derby Street, VFW Post, Salem, MA commented that Colonel Hunter has been a great asset and father figure for Salem students. The ROTC is known throughout the North Shore and the Marine Corp. from Salem. They have been to the Salem Veteran's Hospital and Chelsea Soldier's Home. He received a call one day from a disabled veteran who had no more heat and needed wood. He called up Colonel Hunter to get his permission for Marine Corp. help to have that delivered. They came down, stacked the wood in front of the disabled veteran's house, and he was one very happy person. He thanked ROTC and its members for everything they do.

Catherine Nieves, 14 Saunders Street, Salem, MA emphasized that Colonel Hunter has brought the entire school together as a family. They look out for one another. Colonel Hunter has helped her become a better mom. The way he worked with students taught her to become more observant of her children. He has always been there attending to the needs of students. Her three children have been a part of the ROTC program. She would not have allowed it if she did not believe in the program. Ms. Nieves detailed how Colonel Hunter supported each of her children.

Bonnie Brown, 76 Kensington Lane, Swampscott, MA spoke favorably of Colonel Hunter. She is 76 years old, her husband is 65 years old. They have a new son, their grandson. He was taken from his home. His parents continue to be drug addicts, and they will get permanent custody of him in January 2018. They were not able to find a mentor from Department of Children and Families (DCF) for their grandson because they were very backed up. Colonel Hunter talked with Ms. Brown and her husband. He spoke with their grandson, and their grandson felt comfortable enough to open up to him and share what he would not with his grandparents. Ms. Brown continued that Mr. Hunter is someone who is dedicated to students and care enough to work on ensuring that they do not fall through the cracks. He cares and is trying to help steer students in the right direction, including students who are not part of the ROTC program.

Carol Naranjo, 6 White Street, #4, Salem, MA shared that she has been living in Salem for 20 years and she as well as other non-parent and non-members of the school are concerned of the perception of public schools. She understands that it is an unfair perception. The interaction that took place between what is reportedly a disrespectful student with rude behavior to a prestigious military man has an effect on the entire Salem community. She thinks it is disgraceful as others may also agree and is considerably a black mark in Salem. There seems to be less respect for elders, institutions, and the benefits of an education - of having good mentoring. What she has heard of Mr. Hunter is impressive. Ms. Naranjo continued that she thinks it is a travesty to let Mr. Hunter go. She appeals to the Committee in the hopes they would consider discussion, allowable within the jurisdiction of the law, on the matter.

Jay Smith, 9 Nursery Street, Salem, MA shared he is virtually a lifelong resident of Salem and a business owner. He raised 4 children in Salem all of which have gone through the Salem public schools. His youngest son is involved in the ROTC program. This is his 2nd year. He has almost 30 seasons as a High School Varsity coach at various schools in the North Shore. It is a challenge to intend to impart values to students where they might not necessarily have them or experienced them – values like discipline, order, and commitment. They sometimes clasp with elements of the current culture and very often from home cultures. The dysfunction he sometimes lives with at Peabody High School is amazing but it does not stop him from trying to maintain high expectations and to expect a certain amount of commitment from those he is working with. He knows, although perhaps not now but in the future, what those values will mean to those in which they are instilled. He also understands, from the Principal's standpoint how difficult it can be to manage that culture and all others involved in it such in the classroom

and in the field. He has many more contact hours with students as a coach than the classroom teachers do. He knows that Lieutenant Colonel, as First Sergeant, has much more contact hours with the cadets than their classroom teachers do. Classroom culture today coincided with teachings of United States Marine Corp. can become a challenge. There are diversities in philosophies and approaches. But if the opportunity for students to have that experience were removed, cadets would not be given the opportunity to experience diversity. Mr. Smith continued that he makes a practical appeal, they have the responsibility to provide students with as rich experience as possible. As a lifetime supporter of the school system, he hopes that there is an opportunity for a reconsideration of the decision and that he can continue to see true diversity and philosophies as well as actions.

Alex Panos, Salem Business Owner, worked closely with Junior ROTC for many years, shared a character reference about Lieutenant Colonel Hunter. Mr. Hunter always fulfilled the needs of others. Mr. Panos continued speaking on the positive services of Mr. Hunter and the ROTC program. He wants to ensure that the Committee is aware of what will be missed in Mr. Hunter absence. Mr. Hunter is a true solid human being who goes far beyond the borders of his job performance. He is always available, works seven days a week. He is available whenever there is an emergency. He asked the Committee to please reconsider having Mr. Hunter reinstated.

Superintendent Ruiz thanked the students for their testimonies, families, parents, and veterans. She has listened to everyone here this evening. She assured everyone that Lieutenant Colonel Hunter was fully and fairly investigated by the Administrative staff. He was afforded full due process throughout the investigation. Ms. Ruiz continued that it is difficult, she understands they want to know the “why” of what has transpired and the path forward. They are bound by law and cannot provide details in terms of contextualizing this decision. Ms. Ruiz reiterated that she has heard everyone. She will take in all of the feedback. She would like everyone, especially the students, to know that the decision had not been done in haste nor thoughtlessly. She is not able to provide details, which may cause it to seem that way. The decision was carefully thought, evaluated, and facts have been considered before it was made. Superintendent Ruiz continued that the only thing she can say this evening is that she will consider the feedback received and take another look but is not promising anything. A member of the audience asked if a meeting with her would be possible. Superintendent Ruiz agreed that she could meet with a smaller group and would be happy to schedule that meeting. Ms. Ruiz commented that they could connect if anyone of them would like to be the spokesperson.

Mayor Driscoll stated that Mr. Angeramo is not present this evening. He is a Principal that they do rely on daily and have a great deal of faith in as well. They are hopeful as Superintendent Ruiz said that there would be an opportunity for her to meet with parents who are present, take what has been said into consideration, and hopefully see where that leads. Mayor Driscoll continued that she does value the leadership they have at the Salem High School, in terms of their approach to situations. Anyone who knows Mr. Angeramo know that he is not prone to knee-jerk reactions or rash judgments. It may be a great opportunity for him as well in terms of trying to better understand the impact this is having at schools and his discussions with Superintendent Ruiz. As Superintendent Ruiz said, there will be an opportunity to meet and take what has been said into consideration and hopefully see where that leads. Mayor Driscoll continued that she values the leadership they have at Salem High School in terms of their situational approach.

Mike Sosnowski, 17 Collins Street, Salem. shared he has resided in Salem for many years and has 4 children and 2 grandchildren who attended Salem Public Schools. His son played sports with the Principal of the Salem High School, Mr. Angeramo. Mr. Sosnowski continued that he has been quite involved in Salem. He has been a Salem Councilor for 10 years, a Scoutmaster for over 15 years, and knows the values of principals. He understands there are rules and regulations that need to be followed and each person’s position. He requests that Superintendent Ruiz please meet once again with Mr.

Angeramo to discuss another opportunity for Mr. Hunter. There are very few people in this world who have the same principles that Lieutenant Colonel Hunter has.

Mr. Fleming shared that he does not approach this situation as a veteran. He is a combat veteran and the only veteran that serves in an elected position in Salem, MA, as Mr. Sosnowski used to be. They were the only 2 veterans who served in Salem, MA. He does not approach it in that respect. He does not approach in terms of due process. He is a lawyer. He does not think that due process was given in this matter. From what he has heard, his concerns can be resolved if in fact there would be future meetings. He looks at this as a School Committee member. Mr. Fleming continued explained that he is proud to be a member of the Salem School Committee and support this program as he listened to the young individuals who have spoken here this evening and how eloquently they addressed their concerns. They have stood before strangers and television without stuttering or stammering but expressing their views. Mr. Fleming hopes that the emphasis for a meeting with Mr. Dawson, the Superintendent, the Lieutenant, and others can go forward. He hopes this can be resolved. He strongly recommends that it be resolved.

There being no other matter before the Committee. Dr. Walsh motioned for a 2-minute recess. Mr. Fleming and Ms. Amaral seconded the motion. The meeting was adjourned for a 2-minute recess.

### **Superintendent Report – Margarita Ruiz**

Superintendent Ruiz congratulated the 7th and 8th Grade students from Saltonstall who were recently inducted into the Junior National Honor Society. They anticipate students from the Bowditch and the Collins School to also be inducted in January 2018. Superintendent Ruiz updated the School Committee that the district was notified by the Massachusetts School Building Authority (MSBA) that while they had a strong proposal, they declined to move their project forward. This was a year where the MSBA had close to 89 requests across the Commonwealth. They had funding for just 17 of those requests.

Superintendent Ruiz announced that the district would be holding its Annual Kindergarten Info and Expo night on Tuesday, January 9, 2018. It will be held at the Collins Middle School from 6:30-8:00pm. It is that time of year where families may want to enroll incoming Kindergartners. There will be two information sessions for parents and guardians that night – one would be at 6:30 and the other at 7:15pm to accommodate parent schedules. During the information sessions, they would be providing families with a showcase of the Salem Schools and Principals, information about School Choice and the registration process, as well as A Day in the Life of a Kindergartner. If it snows, then the event would be rescheduled for January 17, 2018. Superintendent Ruiz reported on the website update. The Committee may recall they appropriated funds to last year's budget for the redesign of the Schools' website. Nine firms have responded to their request for proposals to completely overhaul and upgrade the district's website. They have a group of individuals, including IT, teachers, principals, and parents were selected to participate in this group to work with the selected vendor on the school's website. The goal is to launch the new website for the 2018-2019 school year. The redesign will happen next semester.

Superintendent Ruiz stated that Beth Kontos represents the teachers of Salem. Superintendent Ruiz represents the students of Salem. Ms. Ruiz spoke on behalf of close to 4,000 students to thank the three School Committee members that are leaving: Ms. Deborah Amaral, Mr. Patrick Schultz, and Dr. Brendan Walsh. Salem School students thank them for the decision they have made, their service to the city, their work, dedication, and support with the district team. Superintendent Ruiz thanked them for their service to the School Committee and wished them the best on all their endeavors, on behalf of all students. Superintendent Ruiz thanked families of the Salem Public Schools and staff members, wished everyone a wonderful winter holiday break, and welcomed them on the upcoming 2018 New Years.

Discussion on Massachusetts School Building Authority (MSBA)

Ms. Manning asked if the proposal to the MSBA was for the Horace Mann School. Superintendent Ruiz responded that it was. Mr. Fleming asked if this also included the Salem High School. Mayor Driscoll added that Priority 1 was the Horace Mann School and Priority 2/Phase II would be the Salem High School, MSBA would ask the School Committee to prioritize one over the other and the Horace Mann School was the chosen one and that the MSBA denied. Mayor Driscoll continued that the hope was that they would approve the project to begin a deep feasibility analysis, one that gave them a good threshold of information. They had a great meeting with them on site and just speaks on how competitive that funding is and how limited the dollars are for big projects. Construction costs have increased. It is not unusual for costs to be well over \$100,000 even for a small school. It means that the MSBA has a diminished amount of schools that they can take on for new projects every year. Superintendent Ruiz agreed and said that it is precisely what the MSBA said. There is nothing they could have done differently, the application was strong. The MSBA could see the need they had for the renovation of another building. Superintendent Ruiz wanted the Committee and the public to know that. They are already in discussions with Salem State and leaders to consider what their next steps would be, which could include future meetings. The way that the MSBA explained, in terms of the funding, is that funding fluctuates every year; they have more funding in some years than others. The MSBA did not provide information, in terms of how Salem ranked, among their 89 applications. They said they had very tough choices to make with very limited funding. They are invited to submit another Statement of Interest. Superintendent Ruiz continued that they would look into their next steps and would keep the School Committee informed.

## **Presentations and Reports**

### **Strategic Plan Pillar #1: Create a Vibrant K-12 Learning Ecosystem – Academic and Social/Emotional Structures and Supports at Salem Prep High School**

Superintendent Ruiz asked the staff at Salem Prep to present on the programming and work that is happening at Salem Prep, their smallest but strong alternative program in the district. Ms. Ruiz introduced Brian Edmunds and Amy Martyn. Supporters and co-workers of the Salem Prep were also present.

Ms. Martyn began by sharing the Salem Prep High School mission statement. Mr. Edmunds continued by giving a brief history of the Salem Prep High School program. Ms. Martyn explained the Salem Prep Welcoming Community onboarding process. Mr. Edmunds explained the Reinforcement ‘Point’ System. Both he and Ms. Martyn continued alternating as they walked School Committee members through the presentation. Topics included:

- Behavior Management System
- Flow Chart
- Common Planning Time (CPT)
- Google Classroom
- Social/Emotional Learning
- An example of a ‘Coping With Stress’ lesson
- Outcomes (MCAS data and relationship Highlights)
- Reinforcement “Point” System
- Student and Parent Quotes

### **Discussion on Relaxation Techniques and Coping Strategies for Reducing Stress**

Mayor Driscoll asked if they would provide an example of what some of those relaxation techniques might be. In response, Mr. Edmunds shared a student’s quote, “...get needed privileges, take extra space, take a walk, and get extra help.”

## **Discussion**

Ms. Manning thanked Mr. Edmunds and Ms. Martyn for their presentation and commented favorably on the presence of Salem Prep staff members and thanked them for attending. Mayor Driscoll commented that she had the opportunity of attending graduations and particularly last year. The strong connection between staff and students showed very illustrative. It was super emotional and felt by many. Mayor Driscoll continued that she thinks it is because it is more than a diploma, it is more than students confronting issues; it is overcoming them. It is a deep connection with staff going above and beyond to make sure all students are successful.

Mayor Driscoll asked if they could share the statistics of how many students are there now and where they are getting most of the students. She was aware they had 8th graders and asked if that comes from a referral program. Mr. Edmunds responded that it is through the IP referral process. They do have students from other districts that have not been successful with other traditional school models and other districts that heard of the Salem Prep model and feel their students may benefit from. They get them to do an interview and a tour. Ms. Martyn and Mr. Edmunds provided further insight and details. Discussion included the topic of social/emotional needs and coping skills.

Mr. Fleming asked about the number of graduates last year. Mr. Edmunds responded that 5 students graduated last year and 2 graduated in December. They started with eight students last year and finished in the twenties. Ms. Manning clarified that it is not that there were 5 out of 20 graduates as some who attend happen to be students from younger grades. Mr. Edmunds responded that the majority of their referrals are coming in younger and younger. Mr. Fleming inquired of the tuition cost relative to non-district students. Ms. Martyn responded that it is just over \$30,000 a year per student. There is quite a bit of staff and support that goes into supporting students and less expensive than consortium programs. Mr. Fleming said he did not see any ELA scores on the presentation. Ms. Martyn responded they had a short presentation and mainly showed 8th grade data. Not all students had significant statistical data, because of testing. Ms. Martyn continued sharing further details.

Ms. Manning wanted to acknowledge the staff members of the Salem Prep School who were present and invited them to introduce themselves and state their roles. Staff members of the Salem Prep School each introduced themselves and stated their roles. Ms. Amaral commented on the impressive growth change of the Salem Prep School as compared to other therapeutic day schools. She is amazed by it and thinks it is fantastic. Superintendent Ruiz thanked the Salem Prep staff members for their presence this evening. It speaks volumes. Ms. Ruiz continued that they have conducted visits to Salem Prep and echoed that what School Committee members see in the presentation this evening comes alive in the classroom.

Mr. Fleming inquired about School Connects. Mr. Edmunds responded that School Connects is an evidence-based curriculum. It is purchased by the School District. It is great for teachers because it has built-in lesson plans that are already pre-thought out and designed. It has materials to implement those lesson plans. It uses new technology. There is video, audio, on-screen visuals throughout the lessons. It cuts to the heart of the social/emotional skills that teenagers deal with every day. It breaks those social interactions, those emotional issues that they run into. It is broken down into that miniscule level for so that they can understand it better and helps guide them in their everyday academic social/emotional life. It is a very good program and they would like to see it on a bigger scale. Students are benefitting from it now. Ms. Martyn and Mr. Edmunds shared further detailed information.

Ms. Manning asked of the location of the school. Mr. Edmunds responded with directions to their program door within the same entrance of the New Liberty Innovation School.

## **Action Item**

### **Deliberation and Vote on the Approval of the Superintendent's Annual Salary Increase per the Employment Contract**

#### **Discussion**

Mr. Schultz pointed out that there is a typo in both of the paragraphs. The first paragraph effective July 1st, 2016 should be to and through June 30, 2017, and not 2016. The next paragraph has effective July 1st, 2017 should be to and through June 30, 2018. Ms. Amaral said it is just incorrect and briefly explained the correct dates – it should be July 1, 2016 to June 30, 2017 with the years falling in order. Members acknowledged the typos and agreed. Mayor Driscoll explained that they essentially had a contractual term that said that if the Superintendent was evaluated, the increase would take effect. They just noted that and wanted to be transparent about it by incorporating it on the Agenda. It is already in their existing contractual language. Mr. Fleming asked how the 3% translates, in terms of money. Ms. Amaral and Mayor Driscoll responded it would be in the range of \$194, 123 more or less. Mayor Driscoll stated that the exact amount depended on their weekly payroll dates. The contract calls for a 3% rate increase with a proficient rating, which the School Committee already signed and voted on.

Dr. Walsh motioned to approve the Superintendent's annual salary increase per the employment contract. Ms. Amaral seconded the motion. Mr. Fleming opposed. The Motion carried.

### **Deliberation and Vote on the Superintendent's 2017-18 Evaluation Goals**

#### **Discussion**

Mayor Driscoll stated they had a lengthy discussion at a Committee of the Whole (COW) meeting. Superintendent Ruiz shared the agreed amendments based on the discussion they had. Ms. Ruiz took the feedback that was given to her of the Student Learning goals, which is “to increase the performance gap of the schools that the Salem Public Schools have with the state on the percent of ‘meets and exceeds expectations’ in ELA, Math, and Science is increased in grades 3-8 by at least 20%.” Superintendent Ruiz continued that the School Committee may recall, during the Committee of the Whole (COW) meeting, when she provided the data of the Salem Public Schools gap with the state, she was asked to include the targets for next year. Ms. Ruiz said she added the target for each school and walked the members through the target data; she incorporated the feedback given to her at that time.

Ms. Manning wondered on the discussion they had at the last Committee of the Whole (COW) meeting goals point of having 100% of High School seniors apply to college. She asked for follow up of the career goal plan. Mayor Driscoll responded that they had a robust conversation about it. They had a back and forth on whether every student should apply to college, whether it is a community college that might have certification programs. They certainly can broaden it to include College or an advanced degree program, something that would get them along a career readiness program. Ms. Manning said that everyone should have a plan, not necessarily to apply for college. Mayor Driscoll responded that it is an opportunity for students to go to college whether they decide to do something else – something they aspire all students to have. Dr. Walsh commented that he was not present at that discussion and just picked up on it. He has great objections of #5. He asked who is going to pay for the college applications as some of them are not free. He is okay with having students apply for college but not 100% of them as there are many other ways for students to be responsible for the costs as there are students who may not yet know what they want to pursue. Mr. Schultz read the 95% percentage that applied for college last year is a very good percentage. They are looking at a 9 ½ % more, just to apply. He thinks it worthy to demystify the process of applying to college. Some students may not think they qualify for college. They want to get them past that lack of self-confidence in terms of what their future can hold. He agrees that

certification programs of the trades can actually provide for tremendous living. If they are trying to create a college-going culture, it would seemingly be essential to stress applying to college. Ms. Amaral stated that she thinks that it would be much better if 100% of youths have a plan. Young students who are already signed up for the Marines, may not expect to apply to college immediately. At the same time, they may be able to eventually use a GI bill that would help them go to college. She thinks that although 95% of students may apply to college, at least 100% of them should have a plan on what they are going to do. Members shared further insight, concerns, and feedback on the topic.

Superintendent Ruiz made the suggestion to amend the wording towards 100% of Salem High School seniors would have a post secondary education plan to move forward. Dr. Walsh asked if she is suggesting that as a substitute for Goal Number #5. Superintendent Ruiz responded that she is offering that as an alternative. Superintendent Ruiz said that it would imply that every student will have a plan before graduation to move forward. Mayor Driscoll clarified the amendment to add additional language wording to increase to 100% the number of High School seniors who will apply to college ‘...and/or have a plan for a post secondary education.’”

#### **Discussion and Amendment to Benchmark on Retention Efforts**

Mr. Fleming was concerned on the number of teachers that have left their school positions. He asked Superintendent Ruiz if she had data on the reasons why teachers leave or have left their positions. Mayor Driscoll responded that she guesses they can report on what is seen for retaining teachers, on Exit interviews, for better understanding as to why. Exit interviews or Exit surveys can provide the reasons and shed light on their leave. Dr. Walsh suggested specific wording on the benchmark to include “...report retention efforts and reasons for staff leaving.” Ms. Manning agreed.

#### **Discussion on Strengthening Families and Community Engagement**

Mayor Driscoll suggested coming up with reports on establishments of community engagement goals built into school improvement plans where they can establish better evaluate student improvement methods of their own other than just through testing such as DESE testing alone. It is an opportunity to capture what families want and having themselves their own Salem School reports on their school qualities; their own internal ability to view what works and is successful.

Dr. Walsh and Mr. Fleming motioned to accept the Superintendent’s 2017-2018 evaluation goals as amended and include the proposed amendment offered by the Superintendent. Ms. Manning seconded the Motion. The Motion carried.

#### **Deliberation and Vote on the establishment of a Subcommittee to Initiate Negotiations to Renew the Superintendent’s Contract**

##### **Discussion**

Mayor Driscoll stated that she will work with Committee members to establish a subcommittee for the 2018 year.

Dr. Walsh motioned to approve the establishment of a Subcommittee to initiate negotiations to renew the Superintendent’s contract. Mr. Fleming seconded the motion. The Motion carried.

#### **Finance Report**

##### **a. Approval of Warrants**

December 14, 2017 in the amount of \$113, 991.59  
 December 21, 2017 in the amount of \$545,607.29

Mr. Fleming motioned to approve the two warrants in the amounts listed on the Agenda. Ms. Manning seconded the motion. The Motion was approved.

**b. Budget Transfer Requests**

The School Committee approved the following budget transfers FY18-13, FY18-14, FY18-15, and FY18-16 recommended by the School Administrator, Kristin Shaver. She explained that Central Office (Teaching and Learning) has requested that the fund be transferred in order to align the funds with the intended expense as follows:

<b>Account Description/Use</b>	<b>Acct. Number</b>	<b>Amount From</b>	<b>Amount To</b>
Salem High School			
Dues & Subscriptions	13571021-5730	\$ 6,000	
Instructional Supplies	13571021-5514		\$ 6,000
Teaching & Learning Department			
Contract Services	13570141-5320	\$ 1,278	
Professional Development	13990161-5317		\$ 1,278
Teaching & Learning Stipends			
NLIS – Contract Services	13571621-5320	\$20,500	\$ 1,500
SHS – Tutoring	13571020-5114		\$18,000
Salem Prep – Instructional Supplies	13571321-5514		\$ 520
Salem Prep – Contract Services	13571321-5320		\$ 480
Witchcraft Heights Elementary School			
Salaries	13570520-5125	\$ 13,745	
Instructional Supplies	13570521-5514		\$13,745

**Discussion**

Mr. Fleming inquired about the surplus in the Salaries account. Mayor Driscoll responded that Ms. Shaver is not present this evening. Her thought is that they hire teachers with less of a rate on Personnel line items. Mr. Fleming asked Superintendent Ruiz to please convey the request for that information to Ms. Shaver to deliberate at the next Regular School Committee meeting.

Mr. Fleming moved to approve the Budget Transfer requests FY-13, FY14, and FY15 as listed. Ms. Amaral seconded the motion. The Motion was approved.

Mr. Fleming moved to approve the Budget Transfer request FY-16 as listed. Ms. Wilson seconded the motion. The Motion was approved.

## **Subcommittee Reports**

### **Policy Subcommittee**

#### **Deliberation and Vote on the Third Reading of Policy 5103 Controlled Choice Student Assignment**

##### **Discussion**

Mayor Driscoll thanked those who put together the step by step, color coded guide, with some examples. It is hard to give guidance, because it depends on the individual circumstances of the applicant and the school to determine where students would get lined up. That is also a struggle for others to understand. Mayor Driscoll continued that it is a little hard to manage. All agreed that it is difficult but that it is getting better in terms of transparency.

Dr. Walsh motioned to approve the Third reading of Policy 5103 Student Assignment. Ms. Amaral seconded the motion. The Motion for Third reading of Policy 5103 Student Assignment was approved.

##### **School Committee Concerns and Resolutions**

Dr. Walsh reported that the Curriculum Subcommittee met this afternoon and was given an update on the Social Justice curriculum at K-8 and Salem High School. It was a very interesting and wide-ranged meeting. He and the Subcommittee saw the model for driving the Salem High School curriculum to more active and participant-centered learning. This applies to all subjects, not just in that area. High School teachers pointed out that in doing this, all political views are represented and respected. There is no influence to student thoughts to make them have reasons for their statements and choices. In other words, deal with facts. Dr. Walsh continued that his own observations were that they were talking about the diversity and nature of the classes, when they first described it. He saw them as one of those great advantages of Salem High School. He found it fascinating and hopeful. Mr. Schultz agreed with Dr. Walsh that the model is ideal, and this is what really riveting content can do. It can inspire a wider range of a student body in the same classroom to do well. Mr. Schultz provided further details.

Ms. Amaral pointed out that they should probably fix the Student Transportation policy. It was voted on in June 2015 but there is a word missing under section I Writers Eligibility. Ms. Amaral read the section out loud, “Any persons who are not employees or Salem students are entitled to district transportation and are prohibited from Salem School district busses” – the word ‘not’ is missing. It should read, “Any persons who are not employees and or Salem students and are not entitled to district transportation and are prohibited from Salem School district busses.”

Dr. Walsh reported that the returns from the Salem Children’s Charities event is somewhere between \$32,000 and \$35,000. They cannot thank the Hawthorne hotel enough for stepping in to the breach. Dr. Walsh thanked Ms. Kontos for her remarks. He wanted to clarify he does not run the Salem Children Charities. He tends to be their letter writer and mouthpiece. There are others who run these things and do not have their names publicized. Dr. Walsh continued that they thank Salem for its help.

Dr. Walsh shared some remarks that have to do with recent years. Mayor Driscoll recognized Dr. Walsh, Mr. Schultz, and Ms. Amaral. The Committee shared a token of their appreciation for their years of service on the School Committee. Members were presented with a Salem Clock plaque.

##### **Questions and Comments From the Audience**

There were no questions or comments from the audience.

## **Adjournment**

There being no further business to come before the School Committee this evening, Dr. Walsh entertained the motion to adjourn. Ms. Amaral seconded the motion. The meeting was adjourned.

Respectfully submitted by:

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Angelica Alayon, Secretary  
Salem School Committee

### Meeting Materials and Reports

School Committee Agenda December 18, 2017

Minutes of the October 16, 2017 Committee of the Whole (COW) meeting

Minutes of the November 9, 2017 Committee of the Whole (COW) meeting

Minutes of the November 20, 2017 Committee of the Whole (COW) meeting

Minutes of the December 4, 2017 Regular School Committee Meeting

Salem Prep Presentation

Excerpt from Superintendent's Contract Concerning Annual Salary Increase

Superintendent Evaluation Goals SY 2017-2018

Budget Transfers

Controlled Choice Student Assignment Policy #5103

Draft of Sample Guidance Documents to Help Parents Understand the Student Assignment Policy





# Aligning the SHS Program of Studies with the Priorities of the High School Redesign Process

School Committee  
January 16, 2018

# Vision

*All students will be locally engaged, globally connected, and fully prepared to thrive in a diverse and changing world.*

# Top Six 21<sup>st</sup> Century Skills & Qualities of an SPS Graduate

- Critical Thinking & Problem Solving
- Effective Oral & Written Communication
- Collaboration & Teamwork
- Curiosity & Imagination
- Initiative & Goal-Setting
- Appreciation and Celebration of Diversity



## **Pillar 2: Reimagine the High School Experience**

**Recommendations in the district strategic plan are categorized into these focal areas:**

- Restructuring for 21<sup>st</sup> Century Learning
- Student Empowerment, Voice, and Leadership
- Equity & Access to College and Career

# School-Based Planning

## Redesign Team

- Students, teachers, parents, community members/ partners, administration

## Sub-Committees

- **Four sub-committees**
  - Restructuring for 21<sup>st</sup> Century Learning
  - Student Empowerment, Voice & Leadership
  - Equity & Access to College and Career
  - Career Technical Education



# School-Based Planning

**Whole Faculty Meetings**

**Student Focus Groups**

**Community Convenings**



# Examples of Work Underway

- **Strengthening College & Career Readiness**
  - Redefining roles
  - Laying the foundation for partnerships and internships
- **Instructional Improvement Strategies**
  - Standards-based grading & reporting
  - Unit development
  - Instructional coaching model
- **Career Technical Education Planning**
  - Current program review
  - Planning for opening new programs aligned to 21<sup>st</sup> century labor market

“The Model T didn’t emerge from strapping an engine to a horse, and Tesla didn’t emerge from putting an electric engine into an existing car...It’s time to boldly reimagine the high school experience...to usher in a new era of education that prepares students for this century, not the last.”

# Our Lens for the Program of Studies

- **College and career preparation through the College and Career Center**
- **Clear academic and CTE pathways for 21<sup>st</sup> century college and career readiness**
- **Social Justice**

# College and Career Center

## HIGHLIGHTS

GRADE 9	GRADE 10	GRADE 11	GRADE 12
<ul style="list-style-type: none"> <li>• Start exploring Naviance</li> <li>• Explore personal learning style</li> <li>• Participate in the mentor program to connect with upper classmen and become involved in at least one activity.</li> <li>• Practice strategies to maximize the learning experience at SHS</li> <li>• Generate 4-year high school plan.</li> <li>• Take PSAT 8/9 and understand the role of standardized testing</li> </ul>	<ul style="list-style-type: none"> <li>• Participate in a self-assessment of interests to explore college and career</li> <li>• Learn about and use resources to explore careers of interest and understand skills needed.</li> <li>• Use “My Game Plan” part of Naviance.</li> <li>• Reflect on 4-year high school plan</li> <li>• Learn strategies for the PSAT, take PSAT and understand what the score reports mean.</li> <li>• Create a PSAT goal for Junior year.</li> </ul>	<ul style="list-style-type: none"> <li>• Learn about the college admissions process and itemize steps to start taking junior year.</li> <li>• Practice the art of networking and generate a professional resume.</li> <li>• Meet with Guidance Counselor to pass on information for writing of detailed college recommendations.</li> <li>• Take the PSAT and use their online score report to merge into Khan Academy account for PSAT/SAT prep</li> <li>• Take school day SAT</li> </ul>	<ul style="list-style-type: none"> <li>• Receive feedback on college essays</li> <li>• Prepare for a college or career interview.</li> <li>• Complete all components of the college application process.</li> <li>• Understand the tools for financing post-secondary education.</li> </ul>

# Career Technical Education

- 6 Pathways
- Medical Assisting approved as a Chapter 74 program
- All programs receive either a two or three year MA CTE Certificate of Completion

Automotive	Culinary	Electrical	Early Education and Care	Building and Property Maintenance	Medical Assisting
3 levels	3 levels	3 levels	3 levels	3 Levels	2 levels
OSHA 10 hr  Auto Service Excellence Student Certificate	ServSafe	OSHA 10 hr  1300 hrs towards Journeyman's License	First Aid/CPR  MA Early Education & Care Certificate	OSHA 10 hr	First Aid/CPR

# Social Justice

<b>ONGOING CURRICULUM WORK WITH FACING HISTORY</b>	<b>INTRODUCING SOCIAL JUSTICE II: <i>PUTTING PLANS TO ACTION</i></b>
ENGLISH I-IV	In Social Justice II, students will take their plan from Social Justice I and put it into action. Students will spend the semester making their plan a reality. Students will engage with community members and partners, will advocate for their issue and will organize resources in order to make their plan come to fruition. Students will take the step from becoming aware of social injustice and discussing injustice to being agents of change in their community.
WORLD STUDIES, US I, US II	

# Science

## Adjustment to the Environmental Pathway

ENVIRONMENTAL		CORE COURSES	MEDICAL/LIFE SCIENCES
BIOLOGY		BIOLOGY	BIOLOGY
ENVIRONMENTAL SCIENCE		CHEMISTRY	ANATOMY AND PHYSIOLOGY
FALL AND SPRING ENVIRONMENTAL	MARINE SCIENCE	PHYSICS	BODY HEALTH AND DISEASE

# Newcomer Program

Now offering 8 courses

The Newcomer Program at Salem High School is a small learning environment where English Learners in their first year in U.S. schools learn English and content through a community-based cohort model. In small groups with specialized teachers, the multilingual student group attends intensive English and content classes that foster a sense of community, belonging and leadership in addition to preparing students to enter mainstream classes beginning in the second full semester at Salem High.

## Newcomer Course Offerings

ESL

History

Science

Math & Algebra I

Theater

Physical Education & Health

Advisory







NORTHSHORE  
EDUCATION  
CONSORTIUM

Northshore Education Consortium  
Articles of Agreement

(amended April 2018)

## **PREAMBLE/ AUTHORIZATION**

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

This agreement, replaces the Articles of Agreement adopted on June 23, 2016 and will be effective upon the approval of a majority of the school committees who are listed below and the Board of Elementary and Secondary Education, as indicated on the signature page. No subsequent amendments will take effect unless and until approved by the member school committees, and by the Board of Elementary and Secondary Education.

## **SECTION I: MEMBERSHIP**

The membership of Northshore Education Consortium, as of the effective date of this agreement, includes the school committees from the following 21 districts (herein, the “member districts”); as indicated by the signatures of the chairs of the school committees:

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

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

### **MISSION:**

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

### **PURPOSE:**

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

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

### **FOCUS:**

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

### **OBJECTIVES:**

The overall objectives of the Consortium are:

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

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

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

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

## **SECTION IV: GOVERNANCE**

### **BOARD OF DIRECTORS**

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

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

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

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

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

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

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

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

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

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

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

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

## **SECTION VII: FINANCE**

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

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

2. Collaborative Fund:

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

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

3. Borrowing, Loans, and Mortgages:

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

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

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

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

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

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

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

6. Transmitting the Budget and Payment Terms:

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

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

7. Procedure for Amending the Budget:

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

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

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

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

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

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

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

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

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

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

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

approved in a process consistent with Section VIII.

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

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

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

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

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

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

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

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

This agreement shall take effect on July 1, 2018. This agreement has been approved by duly authorized votes at public meetings held by the individual school committees whose chairpersons have signed below.

**Approved by Northshore Education Consortium Board of Directors and Member School Committees on (See attached signatures).**

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

\_\_\_\_\_  
**Commissioner of Elementary and Secondary Education**

\_\_\_\_\_  
**Date**