

# SCHOOL ADMINISTRATIVE UNIT THIRTY-NINE

Amherst, Mont Vernon, and Souhegan Cooperative School Districts

ADAM A. STEEL  
Superintendent of Schools

CHRISTINE M. LANDWEHRLE  
Assistant Superintendent

MARGARET A. BEAUCHAMP  
Director of Student Services



## SAU #39 Public Hearing & Board Meeting Agenda

(Amended 12/14/18)

Thursday, December 20, 2018 – 6:00 PM  
Souhegan High School Learning Commons 412  
Boston Post Road  
Amherst, NH 03031

Agenda Item	TIME	Desired Action	Backup Materials
Call to Order	6:00 PM		
Public Hearing – FY 2020 SAU#39 Budget	6:00 PM	<p>This <b>Public Hearing</b> is being held for the purpose of presenting the SAU #39 proposed budget for Fiscal Year 2020.</p> <p>A School Administrative Unit No. 39 Board Meeting will be held immediately following the Public Budget Hearing for the purpose of voting final approval of the FY 2020 SAU #39 Budget as required by RSA 194-C:10 and to transact any other necessary and appropriate business.</p>	
FY 20 Budget Final Approval	6:20 PM	<p>Vote/ Final Approval of FY 2020 Budget</p> <p>SAU #39 Board to vote on the final approval of the FY 2020 budget as discussed in the Public Hearing.</p>	
Public Input	6:25 PM		
Superintendent's Report	6:30 PM	<p>None</p> <p>Superintendent Steel to discuss Food Services and change of accounting procedure</p>	Finance Director Memo
Consent Agenda -	6:45 PM	<p>1. Approve Minutes of November 15, 2018</p> <p>2. Approve November 2018 Treasurer's Report</p>	Draft Minutes 11/15/18 November Treasurer Rpt.
FY '18 Audit Presentation	6:50 PM	<p>None</p> <p>Plodzick &amp; Sanderson to present FY 18 Audit Results</p>	
SAU Policy Review & Adoption	7:00 PM	<p>Review &amp; Adoption</p> <p>Board to review and adopt revised policies for the district</p>	Policy Packet for Adoption – AC, ADB, ADC, BDA, BEA, BEC, BEDC, BEDH, BG
Update on HB 1612:	7:10 PM	<p>None</p> <p>Superintendent, Adam Steel to update the Board on HB 1612: Data &amp; Security in our Schools</p>	
Special Services Bus Contract	7:20 PM	<p>Review &amp; Approve Contract</p> <p>Porter Dodge, Director of Operations, to present Caring Hands Bus Contract for Special Services</p>	Caring Hands Bus Contract
Non-Public Session	7:30 PM	91- A:3 II (c), (I)	
Meeting Adjourned	7:30 PM		

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## LEGAL NOTICE OF PUBLIC HEARING

**SCHOOL ADMINISTRATIVE UNIT NO. 39  
FISCAL YEAR 2020 BUDGET HEARING AND MEETING  
THURSDAY, DECEMBER 20, 2018, 6:00 PM  
SOUHEGAN HIGH SCHOOL, AMHERST, NH**

This Public Hearing is being held for the purpose of presenting the SAU #39 proposed budget for Fiscal Year 2020.

A School Administrative Unit No. 39 Board Meeting will be held immediately following the Public Budget Hearing for the purpose of voting final approval of the FY 2020 SAU #39 Budget as required by RSA 194-C:10 and to transact any other necessary and appropriate business.

### SCHOOL ADMINISTRATIVE UNIT NO. 39 BUDGET

#### FY20 Proposed Budget

**December 20, 2018**

Revenues		
<u>Revenue Source</u>	<u>FY19 Voted</u>	<u>FY20 Proposed</u>
Local Support		
Amherst	\$1,208,826	\$1,296,697
Mont Vernon	\$178,133	\$183,212
Souhegan Cooperative	\$829,215	\$824,063
Unassigned Fund Balance	\$23,543	\$15,455
ERate	\$18,800	\$18,800
<b>Total Revenue</b>	<b>\$2,258,517</b>	<b>\$2,338,227</b>
Expenditures		
<u>Expenditure Category</u>	<u>FY19 Voted</u>	<u>FY20 Proposed</u>
SAU Board Services	\$14,143	\$30,320
Office of the Superintendent	\$677,668	\$674,041
Business Office & Support Services		
Business Office	\$806,469	\$815,193
Special Education Office	\$323,021	\$354,970
Building Operation & Maintenance	\$178,519	\$177,944
Technology	\$156,524	\$159,461
School Nutrition Services	\$83,373	\$107,498
ERate	\$18,800	\$18,800
<b>Total Expenditures</b>	<b>\$2,258,517</b>	<b>\$2,338,227</b>
Check Figure	\$2,258,517	\$2,338,227
Variance	\$0.00	\$0.00

# MEMO



School Administrative Unit 39  
1 School Street  
P.O. Box 849  
Amherst, NH 03031  
Phone: 603-673-2690  
Fax: 603-672-1786

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**Date:** 12/7/2018  
**To:** Adam Steel, Superintendent  
**From:** Katie Hannan, Finance Director  
**Re:** Notice of change in accounting procedure

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Starting in FY 19, the Director of School Nutrition, an employee of SAU 39, and funded by the School District through the District Allocation account in the General Fund, will be allocated to the Food Service (Fund 21) at year-end.

This will capture the true cost of the Food Service program to the District. If the Food Service program is profitable, this change in expense allocation will reduce the tax rate for the General Fund.

If the Food Service fund cannot support the additional expense of the Director of School Nutrition, a transfer will be made from the General Fund to make the program break-even. This will be no additional cost to the taxpayer since the General Fund has budgeted to fund the Director of School Nutrition. It is current practice that any losses in the Food Service program are covered by the General Fund.

SAU #39 Board

Thursday, November 15<sup>th</sup> 2018

Meeting Minutes-Not Approved

Administrative Team: Adam Steel- Superintendent, and Christine Landwehrle- Assistant Superintendent

Amherst School Board: Galen Tremblay- Chair, Elizabeth Kuzsma- Vice Chair, John Glover- Secretary, and Terri Behm.

Souhegan Cooperative School Board: Jim Manning- Chair, Pim Grondstra- Vice-Chair, Howard Brown, Amy Facey, and David Chen.

Mont Vernon School Board: Thomas Driscoll-Chair, Sarah Lawrence-Vice Chair, Kim Roberge and Stephen O'Keefe.

Minute Taker: Danae Marotta

Public: Joe Bennett- Community Council Liaison

I. Call to Order

**Chair Ms. Amy Facey called the meeting to order at 6:07PM**

II. Public Input

No Public Comment

III. Superintendent's Report

Superintendent Mr. Adam Steel discussed that he has been in touch with NH Government Officials and they may or may not have school tomorrow it will be an early decision. They are expected to get about 6-8 inches of snow.

Ms. Facey introduced the Community Council Liaison, Mr. Joe Bennett, noting that he is a non-voting member but will be sitting with the Board during meetings.

Mr. Steel noted that Director of SAU #39 Operations, Mr. Porter Dodge, will hold a Public Forum on Wednesday December 5<sup>th</sup>. He will have more details, they will then publish a survey and then he will give his recommendations.

The Joint Facilities Committee has been meeting every week and they have requested a joint meeting with the ASB and the SCSB on Monday, December 3<sup>rd</sup> to give them their recommendations. He just wanted to let the MVVSB know.

In regards to Strategic Planning, he has started to meet with individual faculty getting feedback and starting to roll out the elements, leading into the Deliberative Sessions. That is the time we have the most engagement with the community.

He then reviewed the Current State.

He then reviewed the foundational strategies. With Advisory, it is important that someone at the school has a relationship that spans multiple of years. At the HS they are redesigning their program, at AMS, they are designing their program and at the elementary level they are doing this with Responsive Classroom. Second, Articulated Curriculum, largely they are in great shape there. Third, Performance Assessment, a group of educators visited from NM earlier this week and they were highly impressed. Fourth, Grading and Reporting, they have had a huge transformation and it has been very successful for them. The students will be demonstrating what they have learned. Fifth, Effective Human Resources, this means the right number of staff with the proper training. Those five things are building blocks.

Next, Instructional Strategies, they have changed how they report out and articulate, with things like project based learning becoming normative behavior. Adequate learning Spaces, that are appropriate for the curriculum, air quality, lighting, acoustic separation and temperature, etc. these are critical. Schedule Design, they are not changing their school year, the school day has to be thought out. That is a big change and down the road. Last, this is all leading to having a pathway and a plan for each learner. It has to be fiscally prudent along the way.

This will go to the faculty and then the communities and they will continue the implementation process.

Mr. Brown added that there has to be assurances to the parents that the colleges will be accepting of their students.

Mr. Steel replied that he agreed and added that it is his belief that they will be at an advantage as they can properly tell colleges what the students have learned.

He then reviewed the SAU wide goals (next 1-3 year timeframe).

- Complete curriculum articulation P-12 and establish on-going review cycle.
- Redesign and implement Advisory 1-12.
- Extend implementation of performance assessment
- Complete implementation of grading and reporting transformation.
- Design strategy to on-board new staff and continually build capacity of existing staff to new strategic directions.
- Develop long-term building and facilities plan that supports out direction, (ties into consolidation discussion).
- Prepare instructional strategy redesign process, (several years' project, they are in the early years).
- Design future road-map for schedule redesign and plan for each learner.

Ms. Facey commented that they never got to get information from the individual boards.

Chair of the MVVSB, Mr. Tom Driscoll, noted that they have been discussing the budget and staffing. They have had increases in special education and Principal of AMS, Ms. Bethany Bernasconi, came and talked about the transition process. They also had Fall NWEA results, which were good.

72 The Board thanked Mr. Driscoll.

73 Chair of the SCSB Mr. Jim Manning, noted that there is a new SHS play and the athletic  
74 programs are doing very well. The big thing is the budget and the biggest driver is special  
75 education costs. The reason for that is because they had shifted it to outside providers and they  
76 now need to provide those services as well.

77 Mr. Driscoll asked if it is because they have new students.

78 Mr. Manning replied that they now have to provide services to those students that are coming  
79 from AMS.

80 Mr. Glover asked if that is to build the programs.

81 Ms. Roberge asked about tuitioning in students.

82 Superintendent Steel mentioned that once it is established and if they have excess capacity then  
83 they will take students in from other districts.

84 Mr. Manning remarked that they have outstanding special education programs.

85 Superintendent Steel added the programs are better for kids and much less expensive.

86 The Board thanked Mr. Manning.

87 Vice-Chair of the ASB, Ms. Elizabeth Kuzsma, discussed that they are also adding teachers and  
88 discussing the budget. Board Member, Mr. Kevin Shea is leaving the board due to a relocation in  
89 employment to FL. They are hoping to fill the role, potentially, by their next Board Meeting,  
90 Monday, December 10<sup>th</sup>. Anyone interested is requested to send a Letter of Interest to  
91 Superintendent Steel [asteel@sprise.com](mailto:asteel@sprise.com) This will fill until March and then it will be up for a  
92 two year cycle.

93 The Board thanked Ms. Kuzsma.

94 The Board thanked Superintendent Steel.

95 IV. Consent Agenda

96 **Mr. Pim Grondstra motioned to accept the Consent Agenda 1. Minutes of October 2<sup>nd</sup>,**  
97 **2018, 2. Treasurer's Report 3. SAU Budget Transfer and 4. SAU 39 Q1 Expenditure**  
98 **Report. Mr. Thomas Driscoll seconded the motion, the vote was unanimous, motion passed.**

99 Ms. Facey reminded the Board that at the October or November meeting last year they approved  
100 a new Superintendent Evaluation Form. She is requesting that the Board fill it out by Saturday,  
101 Jan 15<sup>th</sup> 2019 to give Superintendent Steel the full 6 months. Please submit it to her and she will  
102 pass it along to Mr. Steel. It is also online and she can have his Assistant, Ms. Marie Maruca  
103 send it out.

104 The asked the Board if they had any questions. They have more time to discuss it at the next  
105 SAU meeting.

106 Mr. Chen asked about the process afterwards.

107 Ms. Facey replied that SAU Chair will meet with him and all of the forms. Superintendent Steel  
108 has requested to see the individual forms.

109 Mr. Steel added that it is important that they complete this by next October. It is stated in his  
110 contract that they need to notify him prior to November 1<sup>st</sup> if he is no longer needed for the  
111 following July 1<sup>st</sup>.

112 Mr. Glover asked about the SAU budget and his increases.

113 Superintendent Steel replied that the SAU does not have a default budget. His contract for the  
114 second year does not include an increase.

115 Ms. Lawrence asked about clarification and is looking for direction.

116 Mr. Steel replied that each board set goals this year and some that are SAU wide. They might  
117 want to articulate goals for him next year.

118 The Board thanked Superintendent Steel.

119 Ms. Facey suggested they use their individual board goals to complete the form.

120 V. FY 20 Budget

121 Superintendent Steel noted that each of the Board Members should have received a link to the  
122 Google Docs last week.

123 He further discussed that health insurance has gone up with increases and then two employees  
124 have elected to take health insurance, that it is about a \$77,881 increase.

125 Salary and Position Adjustments are (-\$13, 117), Legal Expenses have risen \$9,000, and some  
126 minor things have increased \$946. The total increase is \$74,710.

127 He then discussed the Apportionment, Amherst 56.28%, Mont Vernon 7.95%, Souhegan 35.77%  
128 for a total of 100%.

129 Discussion ensued over the SAU Budget Committee.

130 Tonight they will review the proposed budget, then the SAU Budget Committee will prepare  
131 their recommendations and then on 12/20/18 they will have a Public Hearing and they will  
132 approve the budget.

133 Mr. Steel noted that in the future they will need additional staff in the area of Curriculum,  
134 Assessment and Grading. They are not including a position this year, although they certainly  
135 could use it, they will wait a year.

136 Ms. Tremblay asked for a link for questions.

137 Superintendent Steel replied that he will send it out.

138 Mr. Driscoll asked about the health insurance rates plus elections.

139 Mr. Steel replied that it was two people and then rate increases of approximately 10%. That is  
140 the guaranteed maximum rate.

141 Mr. Driscoll asked about the incentive.

142 Mr. Steel responded that they did offer an incentive and \$1,000 is not a great amount to keep  
143 people on their spouse's insurance.

144 The Board thanked Superintendent Steel.

145 VI. Consolidation Discussion

146 Ms. Facey commented that they have been discussing consolidation for quite some time now.  
147 They had a 4 Chairs Meeting yesterday and the possible configuration is to increase the SCSD to  
148 include 5<sup>th</sup> or 6<sup>th</sup> grade. Mont Vernon would then keep their school from Pre K to either grades 5  
149 or 6 and Amherst would decrease to Pre K- to grade 4 or 5. They need time tonight to talk about  
150 it and if they want to move forward and possibly put something on the ballot for this year.

151 She is looking for each Board Chair to weigh in.

152 Mr. Driscoll responded that their board did not talk about that option. They had a fair amount of  
153 public attendance at their last meeting discussing consolidation. They reviewed the history and  
154 looked as it was proposed. For cost and reason, it was lacking. The audience was supportive in  
155 doing what is best for the students. With the 6<sup>th</sup> grade students there is a lot of opportunity there.  
156 There are still some questions and costs and how would that work.

157 Ms. Tremblay discussed that idea of expansion to the 5<sup>th</sup> or 6<sup>th</sup> wasn't discussed much. They are  
158 willing to talk about it and are at capacity at Wilkins already. They have some tough decisions  
159 and they go hand in hand. Additionally, they are not sure whether it will pass or not. They see  
160 the benefit and know there is a challenge in the transition from 8<sup>th</sup> to 9<sup>th</sup> grade. It is a question of  
161 where the kids are going to go in either situation.

162 Mr. Manning noted that he spoke with each of the board members and they all agree that  
163 consolidation needs to happen in some way. One Board Member noted that they were cautiously  
164 support of it. Their position is to find a common ground that works.

165 Ms. Facey asked for other Board Member thoughts.

166 She then asked Superintendent Steel to articulate what they have to gain.

167 Superintendent Steel responded that there are some challenges. First, they have a split middle  
168 school experience for their 5<sup>th</sup> and 6<sup>th</sup> graders (in both towns), challenging learning environments  
169 (air quality, inefficient design, outdated finishes) and last, they have an artificial "grade" barrier  
170 at the 8<sup>th</sup> grade.

171 The Building and Facility Projects, SAU Design Issues, all seem to dovetail together.

172 He then reviewed the potential Expanded Cooperative School District:



173 Grades 5-12: continues athletics/EC participation to 5<sup>th</sup> grade, will require moderate expansion of  
174 AMS, and implementation likely a year sooner than alternative.

175 Grades 6-12: turns into a typical middle school model in NH are grades 6-8, will require more  
176 extensive CW construction project, less extensive renovation to AMS- no addition, and  
177 implementation likely a year or two later than alternative.

178 He and his leadership team have been discussing the possibilities between the two options and  
179 they both have pros and cons.

180 He then explained the timeline: Now-Confirm strategic direction, FY 19-FY 20-Determine  
181 Building Programs, March 2020-Obtain voter approval, 2020-2022/2023- Construction Projects,  
182 and July 1<sup>st</sup> 2021-2023-Implement.

183 Mr. Driscoll asked about the cost associated with the buildings.

184 Mr. Steel explained how the coop is currently configured. He added that he is not sure.

185 Ms. Roberge commented that this is the first that they are discussing this option. She asked if  
186 they are looking to put another committee together. There is lots of discussion that is still needed.  
187 That would be exciting for their 6<sup>th</sup> graders.

188 Ms. Kuzsma asked if it is a possibility to expand the cooperative to 5-12 but MV would choose  
189 not to send their 5<sup>th</sup> graders.

190 Mr. Steel replied, probably not, but he will have to ask legal counsel.

191 Mr. Manning commented that if you do not clearly articulated vision the public, or your market,  
192 will fill it in with their own worst fears. There are some pragmatic pieces to this. They are going  
193 to have to give up traditional, comfortable stuff. They have to believe in where they are going.  
194 He recommended that they get a group together to answer the questions, a month or two, there is  
195 no reason to wait.

196 Ms. Behm remarked that they need to get their own house in order before, and believes that it is  
197 too soon. She needs to know where they are going to put students first.

198 Mr. Kuzsma remarked that there is some of this that can overlap in the timeline.

199 Ms. Behm remarked that she does not want to have anything on the ballot this year,

200 Mr. Chen asked if there are costs related to put it on the ballot this year.

201 Mr. Steel added that it can be done in a few different ways.

202 Mr. Chen asked about the deadline dates and how does it affect anything. He added that there  
203 will be expenses, such as legal fees.

204 Mr. Steel replied, late Jan, but if there are appropriation costs then it is sooner. There is no  
205 backing out once voters have approved it.

206 Mr. Chen asked if it was a supermajority. He added that he agrees with Ms. Behm in that he is  
207 concerned.

208 Superintendent Steel replied that he will check NH RSA 195.

209 Mr. Manning mentioned that he is talking about exploring it now and get a read. He added that  
210 they need to look at the educational experience and they need to have that “why” first.

211 Ms. Lawrence agreed with Mr. Manning in that she is also greatly concerned with the  
212 educational experience. She then asked what is the model that they are going for.

213 Mr. Glover remarked that he does not want to limit the new committee to any particular  
214 consolidation and suggested that they look at the best configuration.

215 Ms. Roberge commented that they did not find much benefit for their K-5. She thinks that is  
216 backtracking and they have already done that. She is looking for Mr. Steve Coughlan’s Analysis  
217 Chart on Risks and Benefits.

218 Ms. Behm remarked that it (consolidation) has been visited so often and this new structure is  
219 exciting and could possibly help everyone. She is not against starting to talk about it but they are  
220 in budget season and now the holidays. Their current spaces are at capacity. She is a part of the  
221 Joint Facilities Committee and they talk a lot about teaching the kids the way they are moving  
222 towards.

223 Mr. Grondstra mentioned that he agrees with Ms. Behm. He commented that in the past there has  
224 been a lot of push back from MV. With the new configuration, he is excited to see the  
225 momentum. He suggested that they have a targeted mission and do it the right way.

226 Ms. Kuzsma noted that they are in the perfect timing opportunity right now. She then suggested  
227 that they talk about it at the Public Hearing and Deliberative Session, with the greatest amount of  
228 citizen involvement. They don’t need to have anything on the ballot for this March. They can  
229 start these discussions sooner, and are in a good spot. This is the first option that can get buy-in.  
230 They can also tell the voters that they haven’t forgotten and are still working on it. She will serve  
231 on that committee if needed.

232 Mr. Chen asked about having a checkpoint on the ballot and get voter input. He then asked if  
233 there was an intermediate way that they can do this.

234 Ms. Lawrence added that people are ready to have this discussion and if they are going to talk  
235 about it do it now with this momentum. It is the right time to do something and further the  
236 discussion.

237 Superintendent Steel added that the Amherst facilities issue dovetails with configuration of  
238 consolidation quite well. He is curious about Board Member opinion about 5<sup>th</sup> grade being  
239 included and it seems like there are strong feelings about that. He is wondering, from a legal  
240 standpoint, if Amherst 5<sup>th</sup> graders can be a part of the coop while MV 5<sup>th</sup> graders are not. He  
241 added then the timeline can be much more aggressive if it needed to be.

242 Mr. Glover commented that he is pleased with the way the conversation is going in general. He  
 243 suggested that they present it to their respective towns in that this is what this will look like, with  
 244 facilities, curriculum, etc. and to be ready for movement on the ballot. That will keep it moving  
 245 and it is consistent with what Mr. Manning had been saying.

246 Ms. Tremblay remarked that it would be great if the 6<sup>th</sup>, 7<sup>th</sup> and 8<sup>th</sup> graders could all be together.

247 Mr. Manning commented that new things get voted down in the beginning, although, not in  
 248 every case. He commented on the practical problems of decreasing enrollment at SHS and  
 249 increasing enrollment at AMS. He then suggested that they work to economies of scale. He  
 250 emphasized that they do their work now for the Town and the children, or else they will miss an  
 251 opportunity. It is important for their communities to listen to each other and strike while the iron  
 252 is hot.

253 Ms. Behm amended her original message and suggested that they investigate it and come to the  
 254 Deliberative Session with the same general message.

255 Ms. Facey asked what needs to happen to put it on the ballot and asked the Board how they felt if  
 256 Superintendent Steel and his team looked into it. They would have to go back to their respective  
 257 Boards for further discussion.

258 Mr. Steel replied mid-January, they would have to amendment of the Articles of Agreement, a  
 259 timeline associated with that (an effective date would have to be a year out). There are lots of  
 260 questions that have not been answered yet. All of the staffing issues, logistical issues, would  
 261 need to be worked out and addressed. The legal process isn't as intense as the logistical and  
 262 political process.

263 Mr. Grondstra asked if those questions have to be answered before it goes on the ballot.

264 Mr. Steel replied that it would be an acquisition not a merger.

265 Mr. Chen asked if voting in March is the point of no return, there are some things that could stop  
 266 it.

267 Superintendent Steel suggested that they have a meeting with legal counsel to answer more  
 268 questions.

269 Ms. Kuzsma suggested having one representative from each board.

270 Discussion ensued.

271 Mr. Glover asked what is the question that will be on the ballot.

272 Ms. Facey suggested that they do their work and be ready.

273 Superintendent Steel noted that he will set up a meeting with legal counsel.

274 Mr. O'Keefe suggested that they use video conferencing.

275 The Board thanked Superintendent Steel.

276 VII. Policy Review and Adoption

277 Ms. Tremblay noted that there are some policies in the packet.

278 **Ms. Kim Roberge motioned to move Policy ACA-Sexual Harassment and Sexual Violence**  
 279 **to the individual boards. Mr. John Glover seconded the motion. The vote was unanimous,**  
 280 **motion passed.**

281 **Ms. Kim Roberge motioned to move Policy IHBAA- Evaluation Requirements for Children**  
 282 **with Specific Learning Disabilities to the individual boards. Mr. John Glover seconded the**  
 283 **motion. The vote was unanimous, motion passed**

284 **Ms. Kim Roberge motioned to move Policy IHBG-Home Education Instruction and Access**  
 285 **to Curricular and Co-Curricular Programs to the individual boards. Mr. John Glover**  
 286 **seconded the motion. The vote was unanimous, motion passed**

287 **Ms. Kim Roberge motioned to move Policy IHBH- Extended Learning Opportunities to the**  
 288 **Souhegan Cooperative Board. Mr. John Glover seconded the motion. The vote was**  
 289 **unanimous, motion passed**

290 **Ms. Kim Roberge motioned to move Policy IHBI- Alternative Learning Plans to the**  
 291 **Souhegan Cooperative Board. Mr. John Glover seconded the motion. The vote was**  
 292 **unanimous, motion passed**

293 **Ms. Kim Roberge motioned to move Policy IKFC- Alternate Diploma for Students with**  
 294 **Significant Cognitive Disabilities to the Souhegan Cooperative Board. Mr. John Glover**  
 295 **seconded the motion. The vote was unanimous, motion passed**

296 **Ms. Kim Roberge motioned to move Policy ILBA- Assessment of Educational Programs to**  
 297 **the individual Boards. Mr. John Glover seconded the motion. The vote was unanimous,**  
 298 **motion passed**

299 **Ms. Kim Roberge motioned to move Policy IMBA- Distance Education to the individual**  
 300 **Boards. Mr. John Glover seconded the motion. The vote was unanimous, motion passed**

301 **Ms. Kim Roberge motioned to move Policy IMBC- Alternative Credit Options to the**  
 302 **individual Boards. Mr. John Glover seconded the motion. The vote was unanimous, motion**  
 303 **passed**

304 **Ms. Kim Roberge motioned to move Policy JJJ- Access to Public School Programs by**  
 305 **Nonpublic Charter School and Home Educated Pupils to the individual Boards. Mr. John**  
 306 **Glover seconded the motion. The vote was unanimous, motion passed**

307 Ms. Tremblay added Policy JLCA-Physical Examination of Students had been reviewed by the  
 308 nurses.

309 Ms. Landwehrle added that Ms. Marie Maruca, Superintendent Steel's assistant, just got the  
 310 updated version today and went out late. It was a minor language change.

311 Ms. Facey asked what was the change.

312 Ms. Kuzsma noted that with JLCA, No Child Left Behind does not exist.

313 Ms. Facey replied that Policy JLCA will be Back next month.

314 Ms. Roberge asked about policy JLCB.

315 Mr. Manning asked about non-immunized students.

316 Discussion ensued.

317 Ms. Facey remarked that policy JLCB is going back to the Policy Committee.

318 Ms. Tremblay mentioned that Policy JLCC is about head lice. This was taken from Hollis

319 Brookline as they did not have that policy.

320 **Ms. Kim Roberge motioned to move Policy JLCC- Pediculosis Management to the**  
 321 **individual boards. Mr. John Glover seconded the motion. The vote was unanimous, motion**  
 322 **passed.**

323 Ms. Kuzsma commented that it does not line up with the NHDOE and what is needed.

#### 324 VIII. Grading and Reporting Update

325 Ms. Landwehrle noted that they just sent home standards based progress reports at the middle  
 326 school. Students got a mid-semester report through MMS and that was somewhat traditional.

327 They have had some parent forums for 5<sup>th</sup> and 6<sup>th</sup> and then 7<sup>th</sup> and 8<sup>th</sup> and it was really critical. It  
 328 was a packed Open House and the info was clear and helpful. There were a few concerns but  
 329 overall it went really well.

330 At C/W, she and Assistant Principal, Ms. Kathleen Murphy, were there during conferences, and  
 331 although they did not have new progress reports, they wanted to be onsite if there were any  
 332 questions.

333 They also had a CC subcommittee for grading and they have talking about GPA's and what that  
 334 means with a competency based grading and reporting system. They have a great group of  
 335 students.

336 They have gotten a lot of great feedback and AMS Principal, Ms. Bethany Bernasconi met with  
 337 all 8<sup>th</sup> grade students and she pushed into all ELA classes and the students had great, they have  
 338 come really far and it is hard to get to know a new system. They have been able to support  
 339 teachers, and there has so much progress that has been made by all teachers.

340 Ms. Facey added that she is on the CC subcommittee and it has been great work to involve the  
 341 students on CC.

342 The Board thanked Ms. Landwehrle.

#### 343 IX. Non-Public Session

344 Mr. Pim Grondstra motioned to enter into Non-Public Session RSA 91-A:3 II (a) at 8:  
345 40PM. Ms. Elizabeth Kuzsma seconded the motion. The vote was unanimous, motion  
346 passed.

347 Ms. Facey called a Roll Call: Facey-Yes, Tremblay-Yes, Glover-Yes, Kuzsma-Yes, Behm-  
348 Yes, Grondstra-Yes, Chen-Yes, Manning-Yes, Brown-Yes, Roberge-Yes, Driscoll- Yes,  
349 Lawrence-Yes, and O'Keefe- Yes.

350 Motion to leave nonpublic session by Jim Manning, seconded by Pim Grondstra.

351 Public session reconvened at 8:52PM

352 Motion to end the meeting by Pim Grondstra and seconded by Galen Tremblay. Motion  
353 passed.

354 Meeting adjourned at 8:53PM.

355

# SCHOOL ADMINISTRATIVE UNIT #39

## TOWN OF AMHERST, NH

### Treasurer Report

## December-2018

School Administrative Unit #39		
Town of Amherst, NH		
Monthly Report of the Treasurer		
as of 12/31/2018		
Cash on hand	12/1/2018	\$305,530.38
Deposits		\$286,484.99
AP-PR		(\$274,132.18)
Balance on hand	12/31/2018	\$317,883.19

Filename: 2018-12-20 SAU Nov Treasurer Report.xlsx  
 Month 12/1/2018

**SAU#39**  
**Monthly Reconciliation Report**  
**Combined Accounts**

<b>December-18</b>	<b>Peoples United</b>	<b>Peoples United</b>	
	<b>*1191</b>	<b>*760</b>	<b>TOTAL</b>
	<b>Cash Management</b>	<b>Municipal Checking</b>	
<b>12/31/2018</b>	<b>\$406,488.49</b>	<b>\$10,000.00</b>	<b>\$416,488.49</b>
<b>Deposits in Transit: (add)</b>			
<b>Outstanding Checks: (subtract)</b>			
<b>a) Accounts Payable</b>		<b>\$(41,011.05)</b>	
<b>b) Payroll</b>		<b>\$(57,594.25)</b>	
<b>c) Payroll Direct Deposit &amp; IRS</b>			
<b>Total Outstanding</b>		<b>\$(98,605.30)</b>	<b>\$(98,605.30)</b>
<b>Reconciled Book Balance</b>			<b>\$317,883.19</b>
<b>Balance from Treasurer's Journal</b>			<b>\$317,883.19</b>
<b>Difference</b>			<b>\$-00</b>



**School Administrative Unit #39**

**Town of Amherst, NH**

**Treasurer's Cash Journal**

Date	Deposits Description	Amount	Deposit Total	Date	Expenditures Description	Amount	Balance
12/1/2018	Beginning Balance						<b>\$305,530.38</b>
11/14/2018	Deposit: ASD, MVSD, SCSD	\$233,593.80	\$233,593.80	11/1/2018	Payroll IRS pp9 v6022	(\$6,198.20)	<b>\$532,925.98</b>
11/28/2018	Deposit: MVSD	\$3,288.90	\$3,288.90	11/2/2018	Payroll 503b pp9 v6021	(\$2,207.34)	<b>\$534,007.54</b>
11/30/2018	Deposit: Misc	\$0.49	\$0.49	11/13/2018	Payroll Direct Deposit pp10 v6024	(\$34,760.67)	<b>\$499,247.36</b>
				11/13/2018	Payroll 457 pp10 v6025	(\$4,588.03)	<b>\$494,659.33</b>
				11/15/2018	Payroll IRS pp10 v6027	(\$6,407.35)	<b>\$488,251.98</b>
				11/16/2018	Payroll 503b pp10 v6026	(\$2,206.62)	<b>\$486,045.36</b>
				11/27/2018	Payroll Direct Deposit pp11 v6029	(\$36,680.45)	<b>\$449,364.91</b>
				11/27/2018	Payroll 503b pp11 v6030	(\$4,532.97)	<b>\$444,831.94</b>
				11/29/2018	Payroll IRS pp11 v6032	(\$6,980.59)	<b>\$437,851.35</b>
				11/30/2018	Payroll 457 pp11 v6031	(\$2,207.55)	<b>\$435,643.80</b>
				11/1/2018	Payroll pp9 v6023 ck16966-16966	(\$335.42)	<b>\$435,308.38</b>
				11/15/2018	Payroll v10 ck16985-16985	(\$352.08)	<b>\$434,956.30</b>
				11/15/2018	Payroll pp10 v6028 ck16986-16986	(\$335.42)	<b>\$434,620.88</b>
				11/29/2018	Payroll pp11 v11 ck16987-16987	(\$202.02)	<b>\$434,418.86</b>
				11/30/2018	Payroll v6033 ck17000-17002	(\$57,392.23)	<b>\$377,026.63</b>
							<b>\$377,026.63</b>
							<b>\$377,026.63</b>
				11/8/2018	A/P v1694 ck16967-16984	(\$93,174.57)	<b>\$283,852.06</b>
10/31/2018	Heartland Payment Services	\$49,444.52	\$49,444.52	11/29/2018	A/P v1695 ck16988-16999	(\$15,570.67)	<b>\$317,725.91</b>
							<b>\$317,725.91</b>
12/31/2018	Interest - Cash Management	\$157.28	\$157.28				<b>\$317,883.19</b>
							<b>\$317,883.19</b>
							<b>\$317,883.19</b>
12/31/2018	Ending Balances	<b>\$286,484.99</b>	<b>\$286,484.99</b>			<b>(\$274,132.18)</b>	<b>\$317,883.19</b>
					Payroll Direct Deposit	(\$106,769.77)	
					Payroll	(\$58,617.17)	
					AP	(\$108,745.24)	

SAU39 Treasurer's Report  
Unreconciled Check Register

Uncleared Transactions  
SAU39 Checking 0760

Num	Date	Payee	C Memo	Category	Amount
<b>Expense Categories</b>					
<b>Payroll Ded</b>					
17000	11/30/2018	HEALTHTRUST, INC.	6033 Payroll Ded		(\$31,665.87)
17001	11/30/2018	MONY LIFE INSURANCE COMPANY OF A	6033 Payroll Ded		(\$579.94)
17002	11/30/2018	NEW HAMPSHIRE RETIREMENT SYSTEM	6033 Payroll Ded		(\$25,146.42)
<b>Total Payroll Ded</b>					<b>(\$57,392.23)</b>
<b>Payroll</b>					
16987	11/29/2018	Marotta, Danae A.	11 Payroll		(\$202.02)
<b>Total Payroll</b>					<b>(\$202.02)</b>
<b>Expense!</b>					
16967	11/8/2018	AMAZON.COM	1694 Expense!		(\$2,739.25)
16969	11/8/2018	BALSAMA, RICHARD	1694 Expense!		(\$500.00)
16970	11/8/2018	BRAINPOP LLC	1694 Expense!		(\$6,285.00)
16971	11/8/2018	BUCKLEY DISPOSAL SERVICES	1694 Expense!		(\$34.00)
16972	11/8/2018	EMPOWER LEARNING, LLC	1694 Expense!		(\$5,750.00)
16973	11/8/2018	EVERSOURCE	1694 Expense!		(\$1,204.19)
16974	11/8/2018	GOT INK 4U	1694 Expense!		(\$87.99)
16975	11/8/2018	GRELLA AND SON LANDSCAPING, INC.	1694 Expense!		(\$126.00)
16976	11/8/2018	LYCEUM SOLUTIONS INCORPORATED	1694 Expense!		(\$1,000.00)
16977	11/8/2018	MONT VERNON SCHOOL DISTRICT	1694 Expense!		(\$5,144.83)
16978	11/8/2018	NOODLE TOOLS, INC.	1694 Expense!		(\$504.00)
16979	11/8/2018	ONE SOURCE SECURITY & AUTOMATION	1694 Expense!		(\$234.10)
16981	11/8/2018	Steel, Adam A.	1694 Expense!		(\$149.90)
16982	11/8/2018	TREASURER, STATE OF NEW HAMPSHIR	1694 Expense!		(\$66.50)
16983	11/8/2018	U.S. POSTAL SERVICE	1694 Expense!		(\$1,474.00)
16984	11/8/2018	W.B. MASON CO., INC.	1694 Expense!		(\$140.62)
16988	11/29/2018	BALSAMA, RICHARD	1695 Expense!		(\$450.00)
16989	11/29/2018	CONSOLIDATED COMMUNICATIONS, INC	1695 Expense!		(\$3,597.35)
16990	11/29/2018	GRANITE STATE STAMPS, INC.	1695 Expense!		(\$56.45)
16991	11/29/2018	JAMES, CARRIE ELIZABETH	1695 Expense!		(\$1,200.00)
16992	11/29/2018	LANDWEHRLE, CHRISTINE	1695 Expense!		(\$162.71)
16993	11/29/2018	PENNICHUCK WATER WORKS, INC.	1695 Expense!		(\$118.66)
16994	11/29/2018	RICOH USA, INC.	1695 Expense!		(\$477.80)
16995	11/29/2018	Robichaud, John D.	1695 Expense!		(\$1,269.02)
16996	11/29/2018	SHRED-IT USA LLC	1695 Expense!		(\$39.73)
16997	11/29/2018	SOULE, LESLIE, KIDDER, SAYWARD	1695 Expense!		(\$2,352.00)
16998	11/29/2018	TRANSPORTATION ADVISORY SERVICES	1695 Expense!		(\$5,440.00)
16999	11/29/2018	W.B. MASON CO., INC.	1695 Expense!		(\$406.95)
<b>Total Expense!</b>					<b>(\$41,011.05)</b>
<b>Total Expense Categories</b>					<b>(\$98,605.30)</b>
<b>Grand Total</b>					<b>(\$98,605.30)</b>

## SAU #39

**AC - NON-DISCRIMINATION**

*Category: Recommended*

It is the policy of the School Board that there will be no discrimination on the basis of age, gender, gender identity, race, creed, color, religion, marital status, sexual orientation, national ethnic origin, economic status or disability for employment in, participation in, admission/access to, or operation and administration of any educational program or activity in the School District. This policy of non-discrimination is applicable to all persons employed or served by the District.

The District will not discriminate against any victim of domestic violence, harassment, sexual assault, or stalking.

The Superintendent or his/her designee will receive all inquiries, complaints, and other communications relative to this policy and the applicable laws and regulations concerned with non-discrimination. Any complaints or alleged infractions of the policy, law or applicable regulations will be processed through the grievance procedure. This policy implements PL 94-142, Section 504 of The Rehabilitation Act of 1973, Title II of The American with Disabilities Act, Title VI or VII of The Civil Rights Act of 1964, Title IX of The Education Amendments of 1972, and the laws of New Hampshire pertaining to non-discrimination.

**Legal References:**

*RSA 354-A:6, Opportunity for Employment without Discrimination a Civil Right*

*RSA 354-A:7, Unlawful Discriminatory Practices*

*The Age Discrimination in Employment Act of 1967*

*Title II of The Americans with Disabilities Act of 1990*

*Title VII of The Civil Rights Act of 1964 (15 or more employees)*

*RSA 186:11, XXXIII, Discrimination*

*RSA 275:71, Prohibited Conduct by Employer*

*Appendix: AC-R*

*RSA 354-A:1*

*Governor Margaret Wood Hassan Executive Order 201604: An Order Prohibiting Discrimination on the Basis of Gender Identity or Gender Expression*

REVISED: June 4, 2018  
 REVISED: February 4, 2016  
 REVISED: June 7, 2012  
 ADOPTED: April 17, 2008

## SAU #39

**ADB - DRUG-FREE WORKPLACE/DRUG-FREE SCHOOLS**

The School District will provide a drug-free workplace in accordance with the Drug-Free Schools and Communities Act of 1988 and Amendments of 1989 and the Drug-free workplace requirements for Federal contractors, 41 U.S.C. §701. In compliance with these requirements, the District will:

1. Notify all employees, in writing, that the unlawful manufacture, distribution, dispensation, possession, or use of illicit drugs and alcohol is prohibited in the District's workplace and that any violation is subject to disciplinary action. Notification will be accomplished by distribution of this policy to all employees.
2. Provide a drug-free awareness program to inform employees about:
  - a. The dangers of illicit drugs in the workplace;
  - b. The District's policy of maintaining a drug-free workplace;
  - c. Available drug and alcohol counseling, rehabilitation, and employee assistance and/or re-entry programs; and
  - d. The penalty/penalties that may be imposed on employees for drug and alcohol violations occurring in the workplace.
3. Notify employees that, as a condition of employment in the District, they will agree to and abide by the terms of the policy and will notify the District of any drug statute conviction resulting from workplace conduct within five days of the conviction.
4. Establish the following as grounds for disciplinary action:
  - a. Working under the influence of alcohol or illegal drugs, no matter where consumed.
  - b. Having an unsealed container of alcohol or consuming alcohol on School property. (Any employee who finds any type of container of alcohol on School property should report it to the administration immediately.)
  - c. Possessing or distributing controlled substances on School property.
  - d. Consuming, possessing, or distributing alcohol or illegal drugs at official school functions not on school property.
5. Alert the local law enforcement agency of suspected violations of the policy.
6. Take any of the following disciplinary actions (either alone or in combination) regarding an employee who is in violation of the policy:
  - a. Suspension
  - b. Termination of employment
  - c. Satisfactory participation in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health or law enforcement, or other appropriate agency.

7. Make a good faith effort to continue to maintain a drug-free workplace through implementation of all the provisions of this policy. In so doing, the District will conduct a biennial review of its programs to determine their effectiveness and to ensure that the disciplinary sanctions are consistently enforced and changes are implemented, if needed.

**Legal References:**

*RSA 193-B, Drug Free School Zones*

*41 USC Section 701 Et. seq., Drug-free workplace requirements for Federal contractors*

*Public Law 101-226, Drug-Free Schools and Communities Act Amendments of 1989*

Revised: April 2010

Revised: February 2004

Revised: July 1998

**ADOPTED:** June 1993

**REVISED:** July 17, 2003

**REVISED:** January 4, 2017

**REVIEWD:** December 2018

## **ADC - TOBACCO PRODUCTS BAN USE AND POSSESSION IN AND ON SCHOOL FACILITIES AND GROUNDS**

*Category P*

*Also ADB, GBEC, GBED, JICG & JICH*

### **USE OF TOBACCO PRODUCTS STRICTLY PROHIBITED** **IN/ON ALL SCHOOL FACILITIES AND/OR GROUNDS**

No person shall use any tobacco product in any facility maintained by the School District, nor on any of the grounds of the District.

“Tobacco products” means cigarettes, cigars, snuff, smokeless tobacco, smokeless cigarettes, products containing tobacco, and tobacco in any other form.

"Facility" is any place which is supported by public funds and which is used for the instruction of students enrolled in preschool programs and in all grades maintained by the District. This definition shall include all administrative buildings and offices and areas within facilities supportive of instruction and subject to educational administration, including, but not limited to, lounge areas, passageways, rest rooms, laboratories, classrooms, study areas, cafeterias, gymnasiums, maintenance rooms, libraries, and storage areas.

“School grounds” means all real property owned by the District including, but not limited to, all property used for school purposes including playgrounds and buses whether public or private.

Signs shall be placed by the District in all buildings, facilities and school vehicles stating that the use of tobacco products is prohibited.

It is the responsibility of the building principal(s), or designee, to initially enforce this policy by requesting that any person who is violating this policy to immediately cease the use of tobacco products. After this request is made, if any person refuses to refrain from using tobacco products in violation of this policy, the principal or designee may call the local police who shall then be responsible for all law enforcement proceedings and applicable fines and penalties. Employees and students violating this policy may, in addition, be subjected to discipline as provided below.

#### **Students**

No student shall purchase, attempt to purchase, possess or use any tobacco product in any facility, in any school vehicle or anywhere on school grounds maintained by the District.

Enforcement of this prohibition shall initially rest with building principals, or their designees, who may report any violation to the local police department. In accordance with state law, the police department shall be responsible for all law enforcement proceedings and applicable fines and penalties.

In addition to law enforcement proceedings, the principal will develop regulations which cover school disciplinary action to be taken for violations of this policy. These

## SAU #39

regulations will be communicated to students by means deemed appropriate by the principal.

Employees

No employee shall use any tobacco product in any facility in any school vehicle or anywhere on school grounds maintained by the District.

Initial responsibility for enforcement of this prohibition shall rest with building principals, or their designees. The principal may report violations to the local police department. In accordance with state law, the police department shall be responsible for all law enforcement proceedings and applicable fines and penalties.

In addition to law enforcement proceedings, the principal will develop and implement the appropriate means of notifying employees of the possible School District disciplinary consequences of violating this policy. Any employee(s) who violate(s) this policy is subject to disciplinary action which may include warning, suspension or dismissal.

All other persons

No visitor shall at any time use tobacco products in any facility, in any school vehicle, or anywhere on school grounds maintained by the District.

Responsibility for enforcement of this prohibition shall rest with all School District employees who may report violations to the local police department. In accordance with state law, the police department shall be responsible for all law enforcement proceedings and applicable fines and penalties.

**Legal References:**

*RSA 155:64 – 77, Indoor Smoking Act*

*RSA 126 – K: 6, Possession and Use of Tobacco Products by Minors*

*RSA 126 K: 7, Use of Tobacco Products on Public Educational Grounds Prohibited*

Revised: February 2004-

Revised: November, 1999

Revised: July, 1998

**Adopted: June 21, 2007**

SAU #39

**BDA - BOARD ORGANIZATIONAL MEETING**

1. The School Board shall hold an organizational meeting within one month of the School District Meeting. The meeting shall be called by the Superintendent of Schools, who shall preside during and until the election of a Chairperson.
2. The new Chairperson of the School Board shall take office upon election. The School Board shall then elect a Vice-Chairperson and a Secretary.
3. All officers of the School Board shall hold office until the next annual organizational meeting or until their successors are elected.
4. Whenever there is a vacancy in the office of the Chairperson, Vice- Chairperson, or Secretary, the School Board shall elect a new officer to fill the vacancy during the unexpired term of office provided that all members of the Board have been notified prior to the meeting that the vacancy will be filled at such meeting. Any member of the School Board is eligible to fill a board office vacancy. In the event the Board member elected to fill the vacancy already holds another Board office, the board member shall relinquish his or her initial office and elections for the newly created vacancy will commence.
5. Election of officers shall be by nomination from School Board members. A majority vote of the members of the School Board, by show of hands in Open Session, shall be required for election.
6. The assignment of board members to committees will also be made at the organizational meeting, or at any subsequent meeting.

**Legal Reference:***RSA 91-A:2, Public Records and Meetings: Meetings Open to the Public)***ADOPTION: 6/8/92****Reviewed: December 2018**



## **BEA - REGULAR BOARD MEETINGS**

*Category: Recommended*

Notice of all board meetings will be posted in accordance with the provisions of RSA 91-A. The Superintendent is authorized to post notice of the meeting on the District website. Minutes of all meetings will be taken and provided in accordance with the provisions of RSA 91-A.

All meetings shall be open to the public. Agendas will be established per Board Policy BEDH. The Board reserves the right to amend the agenda during the meeting, upon majority vote. Public comments will be allowed per Board Policy BEDH.

Additional meetings may be scheduled at the call of the Chair. Emergency meetings may be called in accordance with the provisions of RSA 91-A:2 .

A majority of the Board shall constitute a quorum. Provisions for meeting a quorum are established in Board Policy BEDC.

The School Board recognizes that the consistent attendance of Board Members at Board Meetings is essential for the efficient, effective operation of the Board's duties as well as fulfilling our individual obligations as elected officials.

### **Legal References:**

*RSA 91-A, Access to Public Records and Meetings*

*N.H. Code of Administrative Rules, Section Ed. 303.01(f), Substantive Duties of School Boards*

Adopted: February 2, 2017

## **BEC - NON-PUBLIC SESSIONS**

The Board may meet in non-public session for any of the purposes set out in RSA 91-A:3. Upon motion, the vote to enter non-public session will be a recorded roll-call vote made in public session. The motion calling for a non-public session will state the matter(s) to be discussed and will state the statutory reason(s) for entering non-public session.

The Board shall record minutes of all non-public sessions. Non-public session minutes will be made publicly available within 72 hours of the non-public session, unless the Board votes to seal the minutes. The Board may seal minutes of a non-public session only by a two-thirds vote. The Board will only vote to seal minutes of non-public sessions if divulging such information would:

1. Adversely affect the reputation of a person other than a member of the Board;
2. Render a proposed board action ineffective; or
3. Thwart safety considerations pertaining to terrorism or other emergency functions of the Board.

Board members will refrain from publicly discussing matters that were discussed in a non-public session.

The Superintendent or his/her designated representative may attend all non-public sessions at the pleasure of the Board, except those non-public sessions that pertain to the Superintendent's employment.

### **Legal References:**

*RSA 91-A:3, Non-Public Sessions*

*RSA 91-A:4, Minutes and Records Available for Public Inspection*

*RSA 42:1-a, Oaths of Town Officers: Manner of Dismissal; Breach of Confidentiality*

ADOPTED: April 6, 2017  
Reviewed: December 2018

SAU #39

**BEDC — Quorum**

Board members unable to attend a meeting in person may communicate via electronic means in accordance with Policy BEA and RSA 91-A:2, III. However, in all circumstances, a quorum shall only be met when more than ½ of the qualified members of the board are physically present at the meeting, except for emergency meetings as set forth in RSA 91-A:2, III(b).

ADOPTED: June 4, 2018

Reviewed: December 2018

## SOUHEGAN POLICY

### **BED H – PUBLIC PARTICIPATION AT SCHOOL BOARD MEETINGS**

The School Board encourages and welcomes public attendance and participation of all board meetings:

1. All meetings of the board, for the official transaction of business, shall be open to the public; however, the board may, by majority vote, meet in nonpublic session per RSA 91 -A.
2. Portions of the open meeting will be allotted to receive comments from citizens as noted on the meeting agenda. Issues which require an extended period of time may be deferred to the next business meeting, or to a special meeting called by the board. The Chairperson may set a time limit on the length of the public comments portion of the meeting.
3. Citizens who wish to address the board are encouraged to notify the Chairperson, or Superintendent, at least 48 hours prior to the meeting so that the board may be better prepared to offer assistance or to respond to the comment, question, or concern.
4. Public comments on agenda items may be allowed or terminated as follows:
  - A. A member of the board may request the Chairperson to determine whether the board wishes to hear from citizens on the subject. The Board will neither hear personal complaints about school personnel nor complaints regarding any person connected with the school system.
  - B. The Chairperson may rule that adequate discussion has been heard. If the ruling of the Chairperson is challenged by a member, the board must be polled with the vote of the majority prevailing.

*Legal Reference:*

*RSA 91-A:3, Public Records and Meeting; Non-Public Sessions*

Reviewed:	December 2018
Revised:	October 5, 2017
Adopted:	February 27, 1990

**BG - BOARD POLICY PROCESS***Category R*

The Board will develop policies and put them in writing so that they may serve as guidelines and goals for the successful and efficient functioning of our public schools.

The Board considers policy development its chief function, along with providing the resources such as personnel, buildings, materials, and equipment for the successful interpretation and evaluation of its policies.

Policies are principles adopted by the Board to chart a course of action. They tell what is wanted; they may include why and how much. Policies should be broad enough to indicate a line of action to be followed by the administration in meeting a number of problems; narrow enough to give clear guidance. Policies are guides for action by the administration, who then sets the rules and regulations to provide specific directions to School District personnel.

It is the Board's intention that its policies serve as sources of information and guidance for all people who are interested in, or connected with, the public schools.

Changes in needs, conditions, purposes, and objectives will require revisions, deletions, and additions to the policies of present and future Boards. The Board will welcome suggestions for ongoing policy development from citizens, students, and staff in the District.

Action on such proposals, whatever their source, is taken finally by the Board after receiving the recommendation of the Superintendent. The Superintendent bases his/her recommendations upon the outcomes of study and upon the judgment of the professional staff and appropriate study committees. The Superintendent shall seek counsel of the School Attorney when there may be a question of legality or proper legal procedure in the development of a proposed School Board policy.

Reviewed: December 2018  
Revised: February 2, 2017  
Adopted: June 21, 2007

## **SPECIAL EDUCATION TRANSPORTATION SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into as of the **3rd** day of December, 2018 by and between the Amherst/Mont Vernon/Souhegan Cooperative School Districts, each of which is a separate municipal corporation with a common business address of c/o SAU 39, One School Street, P.O. Box 894, Amherst, New Hampshire 03031 (collectively, the "District"), and Caring Hands Transportation LLC, a New Hampshire limited liability company with a business address of 614 N. Mast Road, New Boston, New Hampshire 03070 (the "Carrier").

WHEREAS, District has selected Carrier to provide the special education transportation services described herein; and

WHEREAS, Carrier desires to provide such special education transportation services,

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the parties agree as follows:

**1. TERM.** The term of this Agreement shall commence December 3, 2018 and shall continue through June 30, 2023, mutually reviewable in February 2021. As used herein, the term "Contract Year" shall mean each twelve (12) month period commencing on July 1st and ending on June 30th of the following year.

**2. SCOPE OF SERVICES.** Carrier shall, during the term of this Agreement, supply and maintain such vehicles (in quantity and capacity) and personnel as are reasonably required to fulfill Districts' needs for transportation of special education pupils to in-district locations, out-of-district locations and out-of-district career technical schools. Notwithstanding the foregoing, Carrier shall have no obligation to provide a bus monitor or aide. In the event a bus monitor or aide is required for the transportation of a pupil, District shall be responsible for hiring the monitor or aide.

### **3. COMPENSATION AND BILLING.**

3.1 In consideration for services rendered hereunder, District shall pay to Carrier all sums due and owing in accordance with the rates set forth in Schedule A, which is attached hereto and is incorporated by reference, as may be adjusted from time to time as provided herein.

3.2 At the beginning of each contract year, Carrier will submit anticipated monthly invoice(s) for services to be rendered for the full contract year. District shall enter the monthly invoice, equal to ninety percent of the anticipated amount, into the first manifest of each respective month, and the balance reconciled on the first manifest of the following month.

3.3 In the event that District fails to make a payment on any undisputed amount Carrier shall be entitled to charge interest on unpaid amounts at the rate of 2.0% per month or the maximum statutory amount, whichever is greater. Carrier shall be entitled to, without limitation, court costs, litigation expenses and attorneys' fees incurred in any attempt to collect unpaid undisputed amounts due under this Agreement.

3.4 In the event that any invoice amount is disputed by District, District shall deliver written notice specifying the disputed amount to Carrier within ten (10) days of receipt of the invoice.

**4. FUEL.** Carrier shall purchase at its own cost, all fuel required for the operation of buses hereunder. Fuel prices are assumed at \$4.00 per gallon. Should Carrier's cost of fuel exceed \$4.00 per gallon, District will reimburse Carrier the excess cost. Carrier will provide documentation substantiating its fuel costs upon written request of District.

## **5. ROUTES; SCHEDULING; NEW ROUTES.**

5.1 Carrier and District shall work cooperatively to develop mutually acceptable bus routes. District shall furnish Carrier a list of pupil names and addresses prior to June 30th of each year. Carrier shall submit the bus routes to District on or before August 15th.

5.2 For summer transportation, District shall furnish Carrier a list of pupil names and addresses prior to June 1st of each year. Carrier shall submit the summer transportation bus routes to District on or before June 15th.

5.3 New routes may be added as pupil's needs change. New routes shall be implemented only when agreed to in writing by Carrier and District (an email from District Representative of Carrier Representative that is confirmed in a return email by the receiving party will be sufficient). The written agreement confirming the new route shall indicate the anticipated rate associated with such route. Carrier shall have no obligation to complete a new route until it has received a writing memorializing the agreement of District and Carrier concerning the new route.

5.4 If District desires a non-routine trip (field trip, special trip, etc.) it shall submit a written request to Carrier at least five (5) business days prior to said trip. Carrier shall make a reasonable effort to adjust its operations to accommodate District's request. The cost of non-routine trips shall be agreed upon in writing by Carrier and District.

**6. DRIVER LOGS.** Carrier shall deliver the driver logs to MSB Consulting Group, 118 Portsmouth Avenue, Suite B1, Stratham, New Hampshire 03885, via U.S. Mail in the ordinary course of business.

**7. INDEMNIFICATION.** Carrier agrees to indemnify, hold harmless and defend Districts, its governing board, officers, employees, and agents against every claim or demand which may be made by any person, firm, or corporation, or any other entity arising from or caused by Carrier's negligence in the performance of this Agreement, except to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of District, its agents, employees or pupils, pupil upon-pupil violence: or Carrier's good faith adherence to District's policies, procedures, and directives.

**8. INSURANCE.** Carrier shall maintain at its sole expense automobile and general liability insurance with no exclusion for sex abuse or molestation. The insurance may be arranged under a single policy or by a combination of an underlying policy with the balance provided by an Excess or Umbrella policy. Such policy will name the Districts as additional insureds and a certificate of insurance and policy endorsements must be received by the Districts' Business Administrator annually or as otherwise appropriate to verify the continuation of the specified insurance without lapse of coverage or uninsured period. Said policy shall not be cancelable without thirty (30) days written notice to the Districts. Carrier will immediately notify the Districts if the Carrier receives any notice from the insurance company or companies providing such insurance coverage that such company or companies intends to cancel any part of such insurance upon receipt of the notice; such notice shall be in addition to any obligation of the insurance company or companies to notify the Districts as additional insureds.

**9. FORCE MAJEURE.** In the event Carrier is unable to provide the transportation services as specified in this Agreement because of any act of God, civil disturbance, fire, riot, war, terrorism, picketing, strike, labor dispute, governmental action or any other condition or cause beyond Carrier's control, District shall excuse Carrier from performance under this Agreement.

## **10. SCHOOL CLOSINGS; CHANGES IN SCHEDULE; ABSENCES.**

10.1 Whenever (a) inclement weather or impassability of roads occurs, (b) school is canceled or delayed, (c) the school day is scheduled for other than regular start or end times, or (d) school is dismissed early for any reason, District shall notify Carrier not later than 5:00 a.m. on the day of such cancellation or delay or not later than two (2) hours before early dismissal or the cancellation. District shall pay Carrier the full rate per bus for scheduled routes on days when school is cancelled. In the event of cancellation for inclement weather, District shall receive a credit for amounts paid to Carrier for the cancelled day if the day is made up at the conclusion of the school year.

10.2 Notwithstanding the foregoing, in the event of circumstances in the operation of any school which necessitate early dismissal for pupil health or safety reasons, the Carrier and District shall cooperate to facilitate orderly transportation of pupils in the most efficient manner possible in light of the circumstances presented.

10.3 District shall pay Carrier the full rate per scheduled vehicle for days when a pupil is absent, even if Carrier has been advised in advance by District of such pupil's absence.

## **11. DESIGNATED REPRESENTATIVES.**

11.1 Carrier shall designate personnel who shall be responsible for the efficient operation of the transportation services furnished hereunder and who shall be Carrier's liaison to District (each a "Carrier Representative"). District shall be entitled to rely on Carrier Representative(s) and the actions of Carrier Representative(s) shall be binding upon Carrier. Prior to the start of each school year, Carrier shall inform District of the name(s), contact telephone number(s) and address(es) of each Carrier Representative. The initial Carrier Representatives shall be Christy Leclair, Lynne Cupples and Ashley Leclair, all with an address of 614 N. Mast Road, New Boston, New Hampshire 03070 and a telephone number of (603) 487-2768.

11.2 District shall designate personnel who shall be responsible for coordination of the special education transportation requirements of District to be furnished under this Agreement and who shall be District's liaison to Carrier (each a "District Representative"). Carrier shall be entitled to rely on District Representative(s) and the actions of District Representative(s) shall be binding upon District. Prior to the start of each school year, District shall inform Carrier of the name(s), contact telephone number(s) and address(es) of each District Representative. The initial District Representatives shall be Porter Dodge and Margaret Beauchamp, both with an address of One School Street, P.O. Box 894, Amherst, New Hampshire 03031 and a phone number of (603) 673-2690

**12. CARRIER PERSONNEL AND DRIVERS.** Carrier shall employ a sufficient number of qualified drivers and support personnel to assure District of continuous, reliable, safe, and on time service. Drivers, operators and support personnel shall comply with all New Hampshire Statutes and regulations.

**13. TRAINING REQUIREMENTS.** Carrier agrees that each of its drivers shall receive at least eight (8) hours of training in relation to the needs of special education pupils.

## **14. EQUIPMENT.**

14.1 All vehicles supplied by Carrier in performance of this Agreement shall meet or exceed the standards established by the applicable laws and regulations. Carrier shall maintain the school buses used to provide transportation services under this Agreement in accordance with law and accepted industry maintenance standards.



14.2 Carrier agrees that all vehicles shall be equipped with two-way radios and Global Positioning System capabilities. Carrier agrees to perform an inspection of all radios and Global Position System equipment prior to the start of the school year to ensure proper performance and to maintain the equipment throughout the school year.

14.3 Carrier agrees to provide secure digital video cameras with audio capabilities on each bus for security purposes. Complying with the law, Carrier agrees to post a notice on each bus advising passengers that the bus is equipped with surveillance equipment.

## **15. DISCIPLINE; VANDALISM, DAMAGE; SAFETY.**

15.1 Each driver shall handle all disciplinary matters in material compliance with District policy. All discipline problems shall be reported to District in writing as soon as practicable.

15.2 Vandalism or damage (including unsanitary conditions) to Carrier's equipment or facilities caused by District pupils or personnel shall be the responsibility of District and District shall reimburse Carrier upon demand for all costs, expenses and other losses incurred by Carrier as a result of any such vandalism or damage.

15.3 In the event Carrier reasonably believes a pupil presents an unacceptable safety risk to himself/herself, the driver, other passengers or Carrier's vehicles or property, carrier may refuse to provide said pupil with transportation services until, in Carrier's sole discretion, District has implemented precautions to ensure a safe transportation environment. Carrier will notify District in writing as soon as practicable after any event in which a pupil creates an unacceptable safety risk.

**16. ASSIGNMENT.** This Agreement shall not be assigned by the parties hereto, without the written consent of District, which consent shall not be unreasonably withheld or delayed. However, Carrier may assign this Agreement if the assignment is made to a parent, subsidiary, related or affiliated company.

**17. EXCLUSIVE AGREEMENT.** District represents, warrants and covenants that during the term of this Agreement, District will use Carrier as District's sole and exclusive provider for all of District's special education transportation at the rates set forth in Schedule A.

## **18. TERMINATION.**

18.1 If either party violates any of the covenants or duties imposed upon it by this Agreement, such violation shall entitle the other party to terminate this Agreement in accordance with the following procedure: The non-defaulting party shall give the offending party thirty (30) days' written notice of default and the opportunity to remedy the violation or take steps to remedy the violation. If at the end of such 30-day default notice period, the party notified has not remedied the purported violation or taken steps to do so, the non-defaulting party may terminate this Agreement as follows: within ten (10) business days following the last day of the 30-day default notice period, the non-defaulting party shall give the defaulting party not less than (fifteen) 15 business days' notice of termination. If the non-defaulting party does not provide the notice of termination within ten (10) business days, the default notice shall be deemed rescinded.

18.2 District has the ability to cancel this Agreement effective at the end of any Contract Year on the failure of the state legislature or other applicable governmental entity to provide adequate funding to allow District to provide transportation services to pupils. In the event District shall elect to terminate this Agreement due to state legislative funding deficiencies, District shall give written notice to Carrier on or before February 1 prior to the end of any Contract Year for services to be rendered in the following Contract Year. As the Carrier

will make reasonable efforts to offset costs in the event of a termination, the District shall reimburse the Carrier in full for costs incurred by Carrier as the result of such early termination, including, but not limited to, retrofit and redeployment of vehicles, contract close-out costs, facility/property related expenses associated with closure of property and sale as appropriate, and fueling infrastructure related costs, and all other associated termination costs.

**18.3** Carrier may terminate this Agreement for convenience upon not less than **two hundred and seventy (270)** days prior written notice to District.

**18.4** The Districts shall have the right to terminate this Agreement on thirty (30) days written notice, without further financial obligation, if conditions arise making the transportation of Districts' students unnecessary.

**18.5** The Districts shall have the right to declare Carrier in default if (a) Carrier becomes insolvent; (b) Carrier makes an assignment for the benefit of creditors; or (c) a voluntary or involuntary petition of bankruptcy is filed by or against Carrier.

**18.6** Any termination of this Agreement by Districts shall be without cost or penalty to Districts. Districts shall be liable to pay Carrier only such amounts as are due Carrier as of the date of termination as Carrier's sole remedy.

**18.7** After termination of this agreement, the districts may employ another carrier to complete the terms of this agreement and, in the case of termination for unsatisfactory performance, hold the Carrier herein responsible for any extra or added expense, loans, or damages suffered by the districts.

**19. SURVIVAL.** The mutual obligations described in Compensation and Billing, Indemnification and Dispute Resolution hereof shall survive the termination or expiration of the Agreement.

**20. STATUS OF CARRIER.** In the interpretation of this Agreement and the relations between Carrier and District, Carrier shall be construed as being an independent Carrier employed to provide transportation services only. Neither Carrier nor any of its employees shall be held or deemed in any way to be an agent, employee or official of District. Carrier shall be responsible for, and hold District harmless from any liability for unemployment taxes or contributions, payroll taxes or other federal or state employment taxes.

**21. SEVERABILITY.** In the event any provision specified herein is held or determined by a court of competent jurisdiction to be illegal, void or in contravention of any applicable law, the remainder of the Agreement shall remain in full force and effect.

**22. EXTENSION AND MODIFICATION.** Carrier and District may extend or otherwise modify the terms of this Agreement in whole or in part as circumstances may justify by mutual written agreement executed by the duly authorized representatives of the parties.

**23. NOTICE TO PARTIES.** All notices to be given by the parties to this Agreement shall be in writing and served by depositing same in the United States mail, postage prepaid, registered or certified mail. Notices to District shall be addressed to:

SAU 39  
One School Street  
P.O. Box 894  
Amherst, New Hampshire 03031

Notices to Carrier shall be addressed to:

Caring Hands Transportation LLC  
614 N. Mast Road  
New Boston, New Hampshire 03070

District or Carrier may change its address of record for receipt of official notice by giving the other written notice of such change and any necessary mailing instructions.

**24. ENTIRE AGREEMENT.** This Agreement sets forth the entire agreement between District and Carrier concerning the subject matter hereof. There are no representations, either oral or written, between District and Carrier other than those contained in this Agreement.

**25. DISPUTE RESOLUTION.** The parties shall negotiate in good faith in an attempt to resolve any dispute that may arise under this Agreement. Disputes that cannot be resolved by negotiation shall be resolved through mediation - arbitration approach. The parties agree to select a mutually agreeable, neutral third party to help them mediate any dispute that arises under the terms of this Agreement. Costs and fees associated with the mediation shall be shared equally by the parties. If the mediation is unsuccessful, the parties agree that the dispute shall be decided by a single arbitrator by binding arbitration under the rules of the American Arbitration Association in Boston, Massachusetts. The decision of the arbitrator shall be final and binding on the parties and may be entered and enforced in any court of competent jurisdiction by either party. The prevailing party in the arbitration proceedings shall be awarded reasonable attorney fees, expert witness costs and expenses, and all other costs and expenses incurred directly or indirectly in connection with the proceedings, unless the arbitrator shall for good cause determine otherwise.

**26. CONTROLLING LAW.** This Agreement shall be governed by the laws of the State of New Hampshire, without regard to conflicts of law principles. All references in this Agreement to the "state" shall mean the State of New Hampshire. All regulations, laws and requirements of the state shall mean the regulations, laws or requirements of the State of New Hampshire.

**27. AUTHORITY.** Both parties warrant that they are properly authorized to enter into this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed the Agreement the day and year first written above.

CARING HANDS TRANSPORTATION LLC

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Christy Leclair, Owner/Manager

AMHERST/MONT VERNON/SOUHEGAN  
COOPERATIVE SCHOOL DISTRICTS

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Duly Authorized by Each Separate District

## SCHEDULE A

BUS RATES					
	<i><b>2018-2019</b></i>	<i><b>2019-2020</b></i>	<i><b>2020-2021</b></i>	<i><b>2021-2022</b></i>	<i><b>2022-2023</b></i>
Per Day Per Vehicle Rate	\$270.00	\$275.00	\$280.00	\$285.00	\$290.00
Midday Rate	\$130.00	\$133.00	\$136.00	\$139.00	\$142.00

VAN RATES					
	<i><b>2018-2019</b></i>	<i><b>2019-2020</b></i>	<i><b>2020-2021</b></i>	<i><b>2021-2022</b></i>	<i><b>2022-2023</b></i>
Per Day Per Vehicle Rate	\$220.00	\$225.00	\$230.00	\$235.00	\$240.00
Midday Rate	\$110.00	\$113.00	\$116.00	\$119.00	\$122.00

“Per Day Vehicle Rate” is the cost charged per day for morning (to school) and afternoon (from school) transportation services. Vehicle routes that charge the per day rate include those with routes that: 1) travel to and from pupils’ pick up locations (bus stops) to any of SAU #39 Districts’ schools, or 2) travel from pupils’ pick up locations (bus stops) or any of the SAU #39 Districts’ schools to an out-of-district special education placement.

“Midday Rate” is the cost charged for an additional midday route during the day (the midday run) to an out-of-district program (special education program or a CTE program) for vehicles that will also complete a route that creates a Per Day Vehicle Charge. A vehicle that makes incurs a Per Day Vehicle Charge will not charge the District for more than one (1) midday route, regardless of how many midday routes it completes on a given day.

Notwithstanding the foregoing, midday routes to Alvirne High School, Clearway High School and the Manchester Skill Center shall be billed at the applicable Per Day Vehicle Rate given the distance involved.