

Merrimack School District/SAU 26
School Board Meeting
Preliminary Agenda
November 6, 2023
Merrimack Town Hall – Matthew Thornton Room

5:30 p.m. NON-PUBLIC SESSION RSA 91-A:3, II (a) (b) (c) – Merrimack TV Training Classroom
• Staff Welfare

PUBLIC MEETING

6:00 p.m. 1. CALL TO ORDER and PLEDGE OF ALLEGIANCE

Ken Martin

6:05 p.m. 2. PUBLIC PARTICIPATION

Ken Martin

3. RECOGNITIONS

Ken Martin

6:15 p.m. 4. INFORMATIONAL UPDATES

Ken Martin

- a. Superintendent Update
- b. Assistant Superintendent for Curriculum Update
- c. Assistant Superintendent for Business Update
- d. School Board Update
- e. Student Representative Update

6:25 p.m. 5. OLD BUSINESS

Ken Martin

- a. Central Office Building Discussion

Rich Hendricks

7:15 p.m. 6. NEW BUSINESS

Ken Martin

- a. Two Memos of Understanding Between Merrimack School District and the Merrimack Teachers Association
 - Long Term Substitute Positions with Certified Staff
 - Certain Retirement Incentives for Eligible Teachers
- b. School Board 2024-25 Budget Meeting Dates
- c. Security Action for Education (SAFE) Grant Application for 2023
- d. Review of Principal Job Description
- e. Review of Assistant Principal Job Description
- f. Grade Level Reorganization Study
- g. Update on Strategic Plan
- h. Fiscal Impact of Residential Development
- i. Other

Ken Martin

Everett Olsen

Matt Shevenell

Amanda Doyle

Amanda Doyle

Everett Olsen

Everett Olsen

Everett Olsen

8:15 p.m. 7. POLICIES

Ken Martin

- a. First Reading of Evaluation Requirements for Children with Specific Learning Disabilities (IHBAA)
- b. First Reading of Special Education Evaluations (IHBAB)
- c. First Reading of Evaluation Requirements for Children with Developmental Delays (IHBDA)

8:25 p.m. 8. APPROVAL OF MINUTES

Ken Martin

- a. October 16, 2023 Public and Non-Public Minutes
- b. October 23, 2023 Non-Public Minutes

8:30 p.m. 9. CONSENT AGENDA

Amanda Doyle

- a. Educator Resignation

8:35 p.m. 10. OTHER

Ken Martin

- a. Committee Reports
- b. Correspondence
- c. Comments

8:45 p.m. 12. PUBLIC COMMENTS ON AGENDA ITEMS

Ken Martin

9:00 p.m. 13. ADJOURN

Ken Martin

MEMORANDUM OF AGREEMENT BETWEEN
MERRIMACK SCHOOL DISTRICT
AND THE MERRIMACK TEACHERS ASSOCIATION

This **Memorandum of Agreement (“MOA”)** is entered into by the Merrimack School District and the Merrimack Teachers Association, NEA-NH (“Association”). Hereinafter, the term “Employee” will refer to any employee represented by the Association and covered by the Collective Bargaining Agreement (“CBA”) in effect for the period July 1, 2023 through June 30, 2026.

WHEREAS the District has been unable to fill long term substitute positions with certified staff.

WHEREAS the Department of Education requires a certification in the subject area to fill vacancies lasting longer than 20 consecutive days.

WHEREAS Article 9.8 of the CBA provides additional compensation of \$40 per period for teachers who agree to cover an additional class during a short term absence.

WHEREAS the parties recognize that covering an additional class during a longer term absence will involve additional duties which include grading, assessment, meetings, and possible conferences and the parties mutually desire to provide additional compensation to encourage teachers to accept such assignments during the 2023-2024 school year.

NOW, THEREFORE, the Parties agree to the following provisions for the 2023-2024 school year:

1. Effective November 6, 2023, any certified teacher who agrees to teach an additional class, including grading and evaluating students, due to the absence of the regular classroom teacher for a period which is anticipated to extend beyond fifteen (15) consecutive school days and will be paid additional compensation at a rate of one fifth (1/5) their daily rate of pay ((annual base salary/187)/5) in lieu of the \$40.00 under Article 9.8. Such compensation will begin on the first day of coverage and continue for the duration of the assignment. A separate Notice of Special Assignment will be issued for such coverage.

2. In the event an assignment begins as a short term assignment under Article 9.8 and continues beyond fifteen (15) consecutive school days, the teacher will be issued a Notice of Special Assignment and will receive additional compensation calculated in accordance with paragraph 1 above, retroactive to the first day of the assignment, less any short term sub pay already received in accordance with Article 9.8 of the CBA.

3. Any Notice of Special Assignments issued under this Memorandum of Agreement will have a termination date no later than June 30, 2024.

4.. The parties agree that this Memorandum of Agreement is temporary and will only be in effect for the 2023-2024 school year and will automatically expire on June 30, 2024.

Merrimack School District

Merrimack Teachers Association

By: _____

By: _____

Date: _____

Date: _____

Merrimack School Board

By: _____

Date: _____

**MEMORANDUM OF AGREEMENT BETWEEN
MERRIMACK SCHOOL DISTRICT
AND THE MERRIMACK TEACHERS ASSOCIATION**

This **Memorandum of Agreement (“MOA”)** is entered into by the Merrimack School District and the Merrimack Teachers Association, NEA-NH (“Association”). Hereinafter, the term “Employee” will refer to any employee represented by the Association and covered by the Collective Bargaining Agreement (“CBA”) in effect for the period July 1, 2023 through June 30, 2026.

WHEREAS Article 10 of the CBA provides for certain retirement incentives for eligible employees;

WHEREAS the parties agree the intent of Article 10 is that employees must apply for the benefit and not all eligible employees are guaranteed to be selected; and

WHEREAS the parties agree the language of Article 10.7 and Appendix E should be modified to reflect the mutual intent of the parties.

NOW THEREFORE the parties agree to amend the CBA as follows:

1. Article 10.7 is hereby amended to read as follows:

10.7 ~~Notification~~ **Application** for retirement incentive is to be received by the superintendent’s office on or before the fifteenth (15th) of November of the school year of retirement. The teacher will ~~give notification~~ **apply** using the form in appendix E of this agreement. The document can be hand delivered, sent certified mail, or sent by official SAU email for sender and receiver to the superintendent’s office.

2. Appendix E is hereby amended as follows:

APPENDIX E: RETIREMENT INCENTIVE ~~NOTIFICATION~~ APPLICATION LETTER

Superintendent of Schools Merrimack School District
36 McElwain Street
Merrimack, NH 03054

Dear Superintendent of Schools for SAU26,

I, _____ am writing to inform SAU26 of my intent to retire at the end of the _____ school year. I wish to apply for the retirement incentive outlined in Article X of M.T.A. Master Agreement. In accordance with Article X:

- Article 10.2: I have completed 15 years of in-district years of service under the M.T.A. Agreement.
- Article 10.3: I will be at least 55 years of age on or before June 30th of the calendar year in which the retirement will occur.
- Article 10.7: I have ~~given formal written notice~~ **delivered this application** to the superintendent's office by hand ~~delivering or emailing this document~~ **delivery, certified mail or official SAU email** to the human resource director on or before November 15th of this school year.

I understand that according to Article 10.9, the SAU will approve or deny the retirement incentive by March 30th based on my total points in relation to the other teachers applying. I understand that if approved for the retirement incentive, I must accept or deny within five days of receipt of approval notification to the superintendent and will make an official determination on my retirement at that time.

Printed Name: _____
Signature: _____

Date: _____
Employee Number: _____

3. These amendments to the CBA will become effective upon the date of execution of this Memorandum of Agreement.

Merrimack School District

Merrimack Teachers Association

By: _____

By: _____

Date: _____

Date: _____

11-02-2023

Merrimack School Board
2024-2025 Budget Meetings

Date	Location	Start Time	Agenda
Monday, 12/4/23	Matthew Thornton Room	6:00 p.m.	<u>School Board Meeting</u> Budget Presented to School Board
Monday, 12/11/23	Matthew Thornton Room	6:00 p.m.	<u>School Board Special Meeting</u> Food Svc, MES, RFS, TFS, JMUES
Monday, 12/18/23	Matthew Thornton Room	6:00 p.m.	<u>School Board Meeting</u> MMS, MHS
Tuesday, 1/2/24	Matthew Thornton Room	6:00 p.m.	<u>School Board Meeting</u> Maintenance, Technology/Library Services, Student Services, Student Wellness, District
Monday, 1/8/24	Matthew Thornton Room	6:00 p.m.	<u>School Board Special Meeting</u> - Additional Sessions with Departments, if needed - Work Session and Warrant Article Discussion
Tuesday, 1/16/24	Matthew Thornton Room	6:00 p.m.	<u>School Board Meeting</u> Snow Date, if needed.

Budget Committee
2024-2025 Budget Meetings

Date	Location	Start Time	Agenda
September 12, 2023	NHMA Virtual Training		End of Year Budget Review Training for New Members
Wednesday, 1/17/2024 (1/18/24 Snow Date)	MHS Cafeteria	7:00 p.m.	To be determined after the Presidential Primary date is known.
Tuesday, 1/23/2024 (snow date 1/25/2024)	MHS Cafeteria	7:00 p.m.	To be determined after the Presidential Primary date is known.
Tuesday, 1/30/2024 (snow date 2/1/2024)	MHS Cafeteria	7:00 p.m.	To be determined after the Presidential Primary date is known.
Tuesday, 2/6/2024 (snow date 2/8/2024)	MHS Cafeteria	7:00 p.m.	To be determined after the Presidential Primary date is known.
Tuesday, 2/13/2024 (snow date 2/20/2024) Last date for hearing	MHS Cafeteria	7:00 p.m.	Last Date for Petitioned Warrant Articles Public Hearing: Budget & Monied Warrant Articles Final Recommendations

2024-2025 Budget Timeline

	Date	Description	Governing Body
✓	September 12, 2023 NHMA virtual wrkshp	End of Year Budget Review, Training for New Members	Budget Committee
✓	Monday, October 2	Schools Deliver Draft of Budget to Central Office	
	Tuesday, October 3 through Wednesday, November 3	Meetings with Principals, Assistant Principals and Administrators with Budget Responsibilities	
	Tuesday, October 3 through Wednesday, November 3	Listening Sessions with School Staff	
	Monday, December 4	Administration to Deliver the Budget to Board	
	Monday, December 11 through Tuesday, January 16	School Board Budget Meetings (Schools, Departments, Work Session and Warrant Article Discussion and 1 snow date)	School Board
	Tuesday, February 13	Last Date for: - Submission of Petitioned Warrant Articles - Posting of Notice of Budget Hearing and Monied Warrant - Posting of Notice of Bond Hearing - Final Recommendations of Articles - Finalized Negotiated Cost Items	School Board/ Budget Committee
	Thursday, February 13	Budget Hearing	Budget Committee
	Tuesday, February 20	Last day to hold at least one budget hearing Last day for Bond Hearing	Budget Committee
	Tuesday, February 22	Last Day for Budget Committee to Deliver Budget and Warrant Article Recommendations to the Governing Body for Posting	Budget Committee
	Monday, February 26	Last Day to Post Warrant, Budget and Default Budget (schools and towns)	School Board
	Saturday, March 2 through Saturday, March 9 (inclusive)	First Session – Deliberative	School Board



Merrimack School District

School Principal

Role Description



TITLE: School Principal

REPORTS TO: Superintendent of Schools/Chief Education Officer

QUALIFICATIONS:

- Current New Hampshire Principal certification
- Master's degree in related field
- Certificate of Advanced Graduate Studies Preferred
- Minimum of 5 years' experience working as a certified educator
- Prior experience in educational leadership, preferably as a school principal or assistant principal
- Strong leadership, organization, interpersonal, communication, and problem-solving skills
- Knowledge of educational laws and regulations in the state of New Hampshire
- Ability to work collaboratively and effectively with a diverse group of stakeholders

SUPERVISES AND EVALUATES:

- Staff of the assigned school, including Assistant Principal

JOB GOAL: The School Principal is responsible for providing visionary leadership, effective management, and educational excellence. They will oversee the daily operations of the school, ensure a positive and inclusive learning environment, and promote student achievement. The School Principal will collaborate with staff, students, parents, and the community to foster a culture of continuous improvement and student success.

RESPONSIBILITIES:

- Ed 300 Standards of a School Principal:
 - The school principal shall promote the success of all students consistent with a vision for learning that is shared and supported by the community, school board, and superintendent of schools by:
 - Facilitating the development, articulation, implementation, and stewardship of best practices for pupils in elementary and secondary education
 - Advocating, nurturing, and sustaining a school culture and instructional program conducive to student learning and staff professional growth
 - Ensuring management of the organization, operations, and resources for a safe, efficient, and effective learning environment

- Collaborating with families and community members, responding to diverse community interests and needs, and mobilizing community resources; and
 - Having the knowledge and skills to promote the success of all students by understanding the larger political, social, economic, legal, and cultural contexts
 - The school principal shall evaluate and make recommendations to the superintendent concerning candidates for teaching and support staff positions within the school in accordance with local school board policy, or as directed by the superintendent
 - The school principal shall assign, direct, and be responsible for the evaluation of all personnel employed in the school in accordance with local school board policy, administrative rules, and as directed by the superintendent
 - The school principal shall perform any duty assigned by the superintendent in accordance with local school board policy, state statutes, and rules of the state board of education
- Oversee the day-to-day operations of the school, including budget management
 - Lead curriculum development and implementation efforts to promote high academic standards
 - Support professional development opportunities for school staff to enhance teaching and learning
 - Maintain accurate student records and oversee standardized testing processes
 - Collaborate with the Director of Wellness to provide social-emotional support for students
 - Build and maintain positive relationships with parents, guardians, and the local community
 - Facilitate communication between the school, parents, and the broader community
 - Encourage community involvement and support for school programs and initiatives
 - Collaborate with district leaders to align school goals with district objectives
 - Ensure administrator coverage for school sponsored events
 - Ensure the safety and security of school students and staff
 - Assist in developing and implementing emergency response plans and safety protocols
 - Address any safety concerns promptly and effectively

TERMS OF EMPLOYMENT: Position is a full time, year-round, salaried position. Benefits outlined in Advise and Confer Agreement.

Physical Activity Requirements:

Lift up to 10 lb.	N	R	O	F	C
Lift 11 to 25 lb.	N	R	O	F	C
Lift 26 to 50 lb.	N	R	O	F	C
Lift over 50 lb.	N	R	O	F	C
Carry up to 10 lb.	N	R	O	F	C
Carry 11 to 25 lb.	N	R	O	F	C
Carry 26 to 50 lb.	N	R	O	F	C
Carry over 50 lb.	N	R	O	F	C

Twisting	N	R	O	F	C
Bending	N	R	O	F	C
Crawling	N	R	O	F	C
Squatting	N	R	O	F	C
Kneeling	N	R	O	F	C
Crouching	N	R	O	F	C
Climbing	N	R	O	F	C
Balancing	N	R	O	F	C

Work Surface(s)

Reach above shoulder height	N	R	O	F	C
Reach at shoulder height	N	R	O	F	C
Reach below shoulder height	N	R	O	F	C
Push/Pull	N	R	O	F	C

Hand Manipulation

Grasping	N	R	O	F	C
Handling	N	R	O	F	C
Fingering	N	R	O	F	C
Torquing	N	R	O	F	C

Controls and Equipment:

Use of typical office/classroom equipment.

During a typical day, employee may be required to:

	<u>Consecutive Hours</u>								<u>Total Hours</u>							
Sit	1	2	<u>3</u>	4	5	6	7	8	1	2	3	4	5	6	7	8
Stand	1	2	<u>3</u>	4	5	6	7	8	1	2	3	4	5	6	7	8
Walk	1	2	<u>3</u>	4	5	6	7	8	1	2	3	4	5	6	7	8

Cognitive/Sensory Requirements:

Talking:	Necessary for communicating with others
Hearing:	Necessary for taking instruction/direction from others
Sight:	Necessary for doing job effectively
Taste/Smell:	Smelling required to detect odors, such as natural gas, electrical smoke, etc.

Summary of Occupational Exposures:

Exposure to typical building-related hazards and materials.
Exposure to outdoor exposures

*Source: CHAPTER Ed 300: ADMINISTRATION OF MINIMUM STANDARDS IN PUBLIC SCHOOLS



Merrimack School District

Assistant Principal

Role Description



TITLE: Assistant Principal

REPORTS TO: Building Principal

QUALIFICATIONS:

- Master's degree in Education, Educational Leadership, or a related field
- New Hampshire Associate Principal or Principal Certification or eligible for certification
- Minimum of three years working as a certified educator
- Strong interpersonal, communication, and problem-solving skills
- Knowledge of educational laws and regulations in the state of New Hampshire
- Ability to work collaboratively and effectively with a diverse group of stakeholders

SUPERVISES AND EVALUATES:

- Assigned Staff

JOB GOAL: The Assistant Principal will collaborate closely with the principal, teachers, and staff to create a safe, inclusive, and academically enriching environment. The Assistant Principal will be responsible for various duties, helping to ensure the success of our students and the school community.

RESPONSIBILITIES:

- Adapted from Ed 506.08 Standards of an Associate Principal:
 - Collaborate with the Principal to develop and implement school-wide educational goals and policies
 - Provide instructional leadership by supporting teachers in curriculum development and instructional strategies
 - Foster a positive and inclusive learning environment where all students can thrive academically and socially
 - Assist in the development of programs to meet the diverse needs of students
 - Enforce school rules and disciplinary policies consistently and fairly
 - Work with teachers, parents, and students to address behavior issues and develop appropriate interventions
 - Promote a positive and respectful school culture by modeling expected behavior and values

- Assist in the day-to-day management of the school, including scheduling, supervision, and coordination of activities
- Assist in the recruitment, evaluation, and professional development of staff
- Participate in budget planning and financial management to support the school's goals
- Maintain accurate student records and oversee standardized testing processes
- Collaborate with parents and community organizations to strengthen partnerships that support student learning and well-being
- Represent the school at meetings and events within the community
- Assist in the development and implementation of safety protocols and emergency response plans
- Ensure a safe and secure environment for students, staff, and visitors
- Assists the Principal, teachers, and other instructional staff in coordinating and improving the instructional program of assigned grade level(s) to the benefit of every student; assists the principal with daily school administrative functions, including but not limited to the enforcement of student discipline policies and procedures; supervises and coordinates the work of assigned personnel, ensuring adherence to school and District policies, regulations, and goals
- Participate in the planning of after school events, as well as attendance at such events
- Collaborate with district leaders to align school goals with district objectives
- Perform other related duties as assigned by the School Principal, Superintendent, or Assistant Superintendent(s)

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*Source: CHAPTER Ed 300: ADMINISTRATION OF MINIMUM STANDARDS IN PUBLIC SCHOOLS

https://gencourt.state.nh.us/rules/filing_history/sourceed.html

MERRIMACK SCHOOL DISTRICT

School Administrative Unit #26
36 McElwain Street
Merrimack, New Hampshire 03054
Tel. (603) 424-6200 Fax (603) 424-6229

AMANDA S. DOYLE
Assistant Superintendent for Curriculum

EVERETT V. OLSEN, Jr.
Chief Education Officer

MATTHEW D. SHEVENELL
Assistant Superintendent for Business

To: Laurie Rothhaus
Lori Peters
Jenna Hardy

Naomi Halter
Ken Martin
Shaun Evidente

From: Everett V. Olsen, Jr.

Date: November 2, 2023



Subject: Grade Level Reorganization Study

During the current school year, I will be convening a committee to study elementary and middle school grade level reorganization. The primary reason for this study is that the enrollment capacity at Thorntons Ferry and Reed Ferry Schools is being stressed. The goal of this study will be to analyze areas of available capacity in grades K-8 and analyze how we can utilize the available capacity as opposed to suggesting portable classrooms or new school construction as a means of addressing the enrollment capacity issue.

The committee will provide a report to you toward the end of this school year for your review and discussion.

If you approve the recommendation of our study committee, implementation of a plan to address enrollment capacity will occur in the 2025-2026 school year (2 years from now).

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Merrimack, New Hampshire 03054
Tel. (603) 424-6200 Fax (603) 424-6229

AMANDA S. DOYLE
Assistant Superintendent for Curriculum

EVERETT V. OLSEN, Jr.
Chief Education Officer

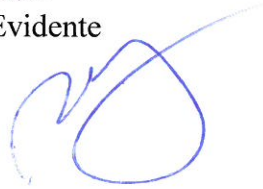
MATTHEW D. SHEVENELL
Assistant Superintendent for Business

To: Laurie Rothhaus
Lori Peters
Jenna Hardy

Naomi Halter
Ken Martin
Shaun Evidente

From: Everett V. Olsen, Jr. and Amy Doyle

Date: November 3, 2023



Subject: Strategic Plan Process Update

Our work on the development of a 3-year School District Strategic Plan has commenced. We have a 25-member committee consisting of school district staff, along with members of the community and business sector. Our meetings are being facilitated by Mark Dolan of the New Hampshire School Boards Association.

I have attached materials associated with our first two meetings. Amy and I will be glad to discuss this important process with you.



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Merrimack, New Hampshire 03054
Tel. (603) 424-6200 Fax (603) 424-6229

AMANDA S. DOYLE
Assistant Superintendent for Curriculum

EVERETT V. OLSEN JR.
Chief Educational Officer

MATTHEW D. SHEVENELL
Assistant Superintendent for Business

October 12, 2023

Dear Strategic Plan Committee Member,

Thank you for volunteering to serve on our Strategic Plan Committee. A Strategic Plan is essential to develop alignment that focuses on improvement in all areas of an organization - in our case, our school district.

The Merrimack School District has a proud history. From Merrimack's incorporation in 1746 until the mid 1800s, students were educated in their own home or neighborhood homes. In the mid 1800s, New Hampshire declared that there should be structural education for children. This declaration resulted in Merrimack establishing 13 schools, located within walking distance of students' homes.

Fast forward to the year 2023 and we are now discussing the impact of Artificial Intelligence - the theory and development of computer systems able to perform tasks that normally require human intelligence. The need for us to develop and continuously monitor a Strategic Plan that will allow us to provide our students with the ability to understand, adapt, and adjust to the ever-evolving challenges in the world is now more important than at any time in our history.

The Merrimack School District has contracted with Mr. Mark Dolan of the New Hampshire School Boards Association to facilitate the development of our Strategic Plan. Mark is a strategic planning and innovation consultant and has extensive experience providing this service in and around the Granite State. Mark's role will be to guide this committee, keeping it organized, focused, on task, and on time with respect to the development of our 3-year Strategic Plan.

A Strategic Plan process generally involves the development of a Mission and Vision along with an articulation of our organization's Core Values. Over the last two years, our staff, students, and community members have drafted a Vision of a Learner, and a high school committee has drafted a Vision of a Graduate, with both documents providing an inspiring view of the future for our school community. The Mission of our school district is stated below:

"The Merrimack School District will provide a high quality, future-driven education to all students in the community. Students will engage in learning opportunities that reflect both rigor and relevance, along with meeting their cognitive, social, and emotional needs. The District will prepare students to understand, adapt, and adjust to civic, economic, social, and technological challenges in the world. Our overall objective is to inspire, create, and encourage students to



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Tel. (603) 424-6200 Fax (603) 424-6229

AMANDA S. DOYLE
Assistant Superintendent for Curriculum

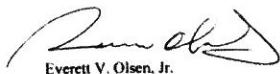
EVERETT V. OLSEN JR.
Chief Educational Officer

MATTHEW D. SHEVENELL
Assistant Superintendent for Business

become lifelong, expert learners, exercise judgment, be innovative, and become responsible, contributing members of society."

We have much work to do in developing our Strategic Plan. It will be challenging, exciting, and critical to our school district's progress. We look forward to working along with you!

Sincerely,



Everett V. Olsen, Jr.

Everett V. Olsen, Jr., Chief Education Officer



Amanda S. Doyle, Assistant Superintendent for Curriculum

Merrimack School District

Mission Statement

10/10/2023

The Merrimack School District will provide a high quality, future-driven education to all students in the community. Students will engage in learning opportunities that reflect both rigor and relevance, along with meeting their cognitive, social, and emotional needs. The District will prepare students to understand, adapt, and adjust to civic, economic, social, and technological challenges in the world. Our overall objective is to inspire, create, and encourage students to become lifelong, expert learners, exercise judgment, be innovative, and become responsible, contributing members of society.



**Merrimack School District
Strategic Planning Committee
Meeting Workbook**

October 25, 2023

5:30 -7:30

James Mastricola Upper Elementary School

Room 122

Strategic Planning Committee

Meeting #1 Agenda

Meeting Objectives:

1. Review the process we will use to create the new Strategic Plan
2. Discuss outcomes of the Leadership Retreat Meeting
3. Explore the initial Focus Area opportunities for broader understanding

5:30 Welcome and Introductions

- Review Meeting Objectives, Agenda, Ground Rules and Group Norms

5:45 Review overall Strategic Planning Process

6:00 Discuss the information contained in the Leadership Retreat Summary report (located in the Strategic Planning Committee shared folder for Meeting 1_Oct_25 - [Strategic Planning - Google Drive](#))

- What questions do you have about each of the 5 Focus Areas and the associated opportunity statements?
 - Challenges identified by Leadership were turned into opportunity statements using “How Might We” questions. This format does several things; **HOW** implies there is a possible solution, **MIGHT** implies that we have many options, not just the ones we are familiar or comfortable with, and **WE** implies that we are all in this together. To allow creativity to take place, there should not be particular solutions embedded within our challenge questions.

7:00 Discuss the Vision of a Graduate and Vision of a Learner (also located in the Strategic Planning Committee shared folder - [Strategic Planning - Google Drive](#))

- How we can we keep it top of mind during Strategic Planning?

7:20 Meeting recap and feedback, review meeting schedule

7:30 Meeting adjourned

Strategic Planning Team

Meeting Ground Rules and Group Norms

Participants:

- Listen, contribute, and stay focused on the subject at hand
- Assume positive intent
- Feel free to express your ideas and opinions
- One person speaks at a time
- Respect others' right to share their thoughts; do not interrupt.
- Explain any acronyms used in the discussion
- Do not engage in separate, private discussions.

Facilitator:

- Remain neutral on content but focus dialogue—keep on-topic.
- Cultivate an open and honest atmosphere allowing all voices to be heard
- Respect, nurture, and do not discourage differing viewpoints.
- Accurately record ideas on flip charts and allow ample explanation of what is recorded.
- Keep meeting moving along efficiently, while supporting the groups need to learn and discuss topics that matter

Some thoughts on a learner centered approach to planning.

The Learner-Centered Paradigm for Education asks us to transform our way of thinking about education. It asks us to see learners and learning in a new way. It requires us to make a shift from School-Centered thinking to Learner-Centered thinking. The following chart outlines this shift.

School Centered	Learner Centered
Learning happens in schools.	Learning happens in learners.
Education is done to the learner.	Education is done by (and with) the learner.
Learners are known by how they compare to their class averages on standardized tests.	Learners are known as individuals—each with their own unique strengths, interests, and goals.
Learners must be compelled to perform.	Learners want to learn.
Focus on having the most effective teaching.	Focus on having the most effective learning.
The learner adapts to the standardized system	The system adapts to the unique learner.
Effectiveness is achieved through standardization.	Effectiveness is achieved through customization.
All learners follow standard paths at standard paces and demonstrate mastery in standardized ways.	Each learner moves on their own path at an appropriate and adaptable pace and can demonstrate proficiency in many ways.
Teach to the average learner and manage exceptions as problems.	Every learner is exceptional. The uniqueness of learners is not a problem but, instead, something to build on.

Looking at education through a Learner-Centered Paradigm brings us to a very different place when it comes to planning for education. Learners should be able to know and sense that they are learning in a substantially powerful way. Here is a list that describes learning from the learner's perspective:

- Personalized to the ways I learn best
- Flexible so that I can try different ways to learn
- Interactive and engaging so that I participate in the learning
- Relevant to the life I'd like to lead
- Organized around my own progress against goals I understand
- Constantly informed by different ways of demonstrating and measuring my progress
- Collaborative with teachers and peers, unlimited by proximity
- Agile and supportive when I need extra help
- Challenging but achievable, with opportunities to become expert in an area of interest
- Available to me as much as it is to every other student



**Merrimack School District
Strategic Planning Committee
Meeting Agenda**

November 8th, 2023

5:30 -7:30

Merrimack High School Library

Strategic Planning Committee

Meeting #2 Agenda

Meeting Objectives:

1. Continue reviewing the Focus Areas challenge questions
2. Broadening our thinking about the challenge questions
3. To discuss ongoing actions with the Vision of a Learner and Vision of a Graduate

5:30 Welcome and Agenda Review

5:40 In small groups, review each Focus Area opportunity questions and identify the best 1 or 2 questions

- What questions yield unexpected insights into why things are the way they are?
- What questions surface fundamental assumptions and challenge the status quo?
- What questions generate a high level of excitement about the future?

6:00 Abstraction Laddering - Expand your thinking around each of the chosen questions by broadening or narrowing its focus. See Worksheet below.

6:30 Each group presents their Abstraction Ladder for the selected question.

- Group discussion and feedback – I Like, I Would Change, Questions?

7:00 Discuss ongoing actions with the Vision of a Learner and Vision of a Graduate

7:20 Meeting recap, next meeting Nov 13

7:30 Meeting adjourned

Abstraction Laddering

Step 1 – Write the best initial HMW question at the center of the ladder

Step 2 - Start moving up the ladder by asking “why?” As you progress up each rung of the ladder the statements should become increasingly more abstract. Usually 3-4 rungs provides enough information, but keep going if further “whys” are found.

Step 3 - Then begin moving down the ladder asking “how?” These statements should be specific and focused versions of your challenge question. Again, 3-4 rungs should be sufficient.

Why?
Why?
Why?
Why?
Initial Best Challenge Question –
How?
How?
How?
How?

Step 4 - After you have completed the ladder(s), take a step back, and take stock of any new ideas or patterns that have emerged. Is the original challenge question still the best? To judge the best questions, look for those that stir interest and open up new ways of thinking about the issue. If you want to revise the question, write the new question below. If you feel the original question was the best, you have at least explored other options to validate the current wording.

New Challenge Question –

Merrimack School District Strategic Planning Committee

Meeting #1 Summary

Wednesday, October 25th, 2023

In this meeting, the Strategic Planning Committee discussed the outcomes from the Leadership Retreat in August. Detailed information was provided in the shared folder which is available to all Committee members. Discussions were targeted at those Focus Areas identified by Leadership as priorities to consider for the 3-year Strategic Plan.

It is important early in the process to formulate questions around challenges to allow those questions to help better understand the challenge, provide a focus area for research and to inspire innovation.

Focus Area – Improving and Broadening Student Outcomes		
Defined as: <ul style="list-style-type: none">- Academic Flexibility- Social and Emotional Learning- Metacognition- Students have the skills and confidence to be successful contributing citizens	Opportunity Statements: <ul style="list-style-type: none">- How might we fill gaps and build confidence?- How might we engage students?- How might we promote self-efficacy and ensure students can envision a path for themselves?	Beliefs: <ul style="list-style-type: none">- All educators have good intentions- All kids can learn at high levels- Vulnerability is not a weakness
Focus Area – Provide Facilities that are appropriate to meet the need of students, staff and community		
Defined as: <ul style="list-style-type: none">- Safe Secure Schools- Appropriately sized, well apportioned classrooms- Innovation Lab space for staff and students- Playground and fitness areas- Performing Arts Center- Childcare space- Afterschool "Create Space"	Opportunity Statement: <ul style="list-style-type: none">- How might we reimagine school facilities?	Beliefs: <ul style="list-style-type: none">- Facilities should have design flexibility along with security

Focus Area – Fostering a culture that is dedicated to the wellbeing of all (contributes to retention and recruitment success)

Defined as:

- **Students:** Physical and emotional safety, sense of belonging, empowerment, strong tiered systems, extended opportunities for success
- **Staff:** Financial Security, clear evaluation process/recertification, growth opportunities, work-life balance, belonging
- **Community:** Awareness and connection to available resources, trends and processes as they relate to student success, sense of belonging

Opportunity Statements:

- How might we communicate clearly and equitably?
- How might we foster and maintain strong relationships?
- How might we broaden our view of success?
- How might we remain competitive (salaries, quality of life, resources)?
- How might we support the hopes and dreams of students and staff?

Beliefs:

- All students can succeed
- We can build the culture of belonging

Focus Area: Continuous alignment (vertically and horizontally) of curriculum, practices and systems

Defined as:

- **Common Assessments**
- **Curriculum Mapping;** competencies, K-12
- **Common academic language**

Opportunity Statements:

- How might we align curriculum (vertically and horizontally), practices and systems?
- How might we develop high functioning PLCs?
- How might we ensure effective professional development?

Beliefs:

- Our systems for curriculum and practices must remain aligned to ensure alignment

Focus Area: Strengthen and Deepen our Vision of a Learner and Vision of a Graduate

Defined as:

- The integration of these 5 attributes into daily practices - Curious, Dedicated, Resilient, Connected, Prepared
-

Opportunity Statements:

- How might we see the other Focus Areas through this lens?
- How might we integrate this into Advisory?
- How might we weave these into staff meetings and professional development? (For Elementary – District Report Card and vision alignment)
- How might we add these attributes to our family, staff, and student communication?

Beliefs:

- We are 100% all in!
- Consistency across the district
- Words in our Visions need to extend to actions
- All adults must model these attributes
- All work must be intentional

MERRIMACK SCHOOL DISTRICT
School Administrative Unit #26
36 McElwain Street
Merrimack, New Hampshire 03054
Tel. (603) 424-6200 Fax (603) 424-6229

AMANDA S. DOYLE
Assistant Superintendent for Curriculum

EVERETT V. OLSEN, Jr.
Chief Education Officer

MATTHEW D. SHEVENELL
Assistant Superintendent for Business

To: Laurie Rothhaus
Lori Peters
Jenna Hardy

Naomi Halter
Ken Martin
Shaun Evidente

From: Everett V. Olsen, Jr.

Date: November 2, 2023



Subject: Fiscal Impact of Residential Development

The New Hampshire Housing Finance Authority has contracted with Urbanomics Inc. to conduct a study of the fiscal impact of various housing developments on school districts in the state. I have agreed to participate in this study which is of no cost to the participating communities. The data that Urbanomics will be collecting includes school district enrollment, annual budget, district expenditures and tax rate determination process.

I have spoken with Merrimack's Community Development Director, Robert Price, and he is very much supportive of this study. I have enclosed a copy of the New Hampshire Housing and School Enrollment Study Data Sharing Agreement and will be glad to discuss this with you on Monday evening.

NH HOUSING & SCHOOL ENROLLMENT STUDY DATA SHARING AGREEMENT

This Data Sharing Agreement (the "Agreement") is made between _____ (the "District") and Urbanomics, Inc ("Urbanomics"). The District and Urbanomics will be collectively referred to as the "Parties."

1. DEFINITION, USE, AND TREATMENT OF DATA.

- A. "Data" shall include, but is not limited to, the following: student enrollment data by address that the District (or any authorized end user(s)) shares with Urbanomics.
- B. The District owns and retains all rights, title and interest to, or has appropriate possessory rights in, Data. Urbanomics makes no claim of license, title or ownership to or in Data.
- C. All Data accessed or used by Urbanomics shall at all times be treated as confidential by Urbanomics and shall not be copied, used or disclosed by Urbanomics for any purpose not related to providing services to New Hampshire Housing's Housing and School Enrollment Study. As outlined in more detail below, Urbanomics recognizes that personally identifiable information is protected against disclosure by Federal and State Statutes and Regulations, and Urbanomics agrees to comply with said restrictions.

2. PURPOSE, SCOPE AND DURATION.

- A. For Urbanomics to complete the Community Case Studies for which the District is involved as part of the New Hampshire Housing's Housing and School Enrollment Study, it may become necessary for the District to share certain Data related to the District's students, its budget, expenditures, and tax rate determination process.
- B. The Parties acknowledge that the District is subject to the Family Educational Rights and Privacy Act (20 U.S.C. 12332(g)) (FERPA), which law and supporting regulations generally address certain obligations of an educational agency or institution that receives federal funds regarding disclosure of personally identifiable information in education records. As set forth in more detail below, the Parties agree that Urbanomics is subject to the requirements of FERPA governing the use and redisclosure of personally identifiable information from education records.
- C. The parties expect and anticipate that Urbanomics may receive personally identifiable information in education records from the District only as an incident of service that Urbanomics provides to the District pursuant to this Agreement. Urbanomics shall be permitted to use student home address information in education records as a function of performing its duties and obligations related to the Community Case Studies for which the District is involved as part of the New Hampshire Housing's Housing and School

New York, NY
Portsmouth, NH

Tina Lund, AICP

Urbanomics, Inc.
225 Fifth Avenue
New York, NY 10003

T: (212) 353-7464
E: T.Lund@urbanomics.org

www.urbanomics.org

Urbanomics

Enrollment Study. Urbanomics represents that it shall not use or further disclose any personally identifiable information in education records other than as a function of performing its duties and obligations.

- D. This agreement becomes effective immediately upon the date of execution and shall remain in effect during the time that Urbanomics provides services to NHHFA. Urbanomics agrees to use said Data solely for the purposes of providing services to the District.
- E. At the conclusion of this agreement Urbanomics agrees to destroy all Data relating to the District, its students, and its employees that Urbanomics may have in its possession.

3. DATA COLLECTION.

- A. Urbanomics will only collect Data necessary to fulfill its duties as outlined in this Agreement.

4. DATA USE.

- A. Urbanomics will use Data only for the purpose of fulfilling its duties and providing services under this Agreement, and for improving services under this Agreement.

5. DATA DE-IDENTIFICATION.

- A. Urbanomics may use de-identified Data for research, or other purposes. De-identified Data will have all direct and indirect personal identifiers removed. This includes, but is not limited to, name, identification numbers, dates of birth, demographic information, location information, and school identification. Further, Urbanomics agrees not to attempt to re-identify de-identified Data and not to transfer de-identified Data to any party authorized to receive such Data pursuant to this Agreement unless that party agrees not to attempt re-identification.

6. MARKETING AND ADVERTISING PROHIBITED.

- A. Urbanomics shall not use any Data to advertise or market to students, their parents, or District employees or officials.

7. DATA MINING.

- A. Urbanomics is prohibited from mining Data for any purposes other than those agreed in writing to by the Parties. Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited. Data mining is defined as the process of analyzing data from different perspectives and summarizing it into useful information by finding correlations or patterns among data fields in relational databases.

8. DATA SHARING.

- A. Excluding NH Housing, the client of Urbanomics for the Housing and School Enrollment Study, Urbanomics shall not share Data with any additional parties, including but not limited to an authorized subcontractor or non-employee agent, without prior written consent of the District.
- B. In the event any person(s) seeks to access any Data beyond the access that is provided to Urbanomics's employees for purposes of providing services for the Community Case Studies for which the District is involved as part of the New Hampshire Housing's Housing and School Enrollment Study under this Agreement, Urbanomics will immediately inform the District of such request in writing unless expressly prohibited by law or judicial order.

Urbanomics

- C. Should Urbanomics receive a court order or lawfully issued subpoena seeking the release of such Data or information, Urbanomics shall immediately provide notification in writing to the District of its receipt of such court order or lawfully issued subpoena and shall immediately provide the District with a copy of such court order or lawfully issued subpoena prior to releasing the requested Data or information.

DATA TRANSFER OR DESTRUCTION.

- A. Urbanomics will ensure that all Data in its possession and in the possession of any subcontractors or agents to which the Urbanomics may have transferred Data are destroyed or transferred to the District under the direction of the District when the Data are no longer needed for the specified purpose.

9. RIGHTS AND LICENSE IN AND TO DATA.

- A. Parties agree that all rights, including all intellectual property rights, to Data shall remain the exclusive property of the District, and Urbanomics and its client NH Housing have limited, nonexclusive license solely for the purpose of performing its obligations as outlined in the Agreement. This Agreement does not give Urbanomics any rights, implied or otherwise, to Data, content, or intellectual property, except as expressly stated in the Agreement. This includes the right to sell or trade Data.

10. ACCESS.

- A. Any Data held by Urbanomics will be made available to the District immediately upon request by the District.

11. SECURITY CONTROLS.

- A. Urbanomics shall store and process Data in accordance with industry best practices. This includes appropriate administrative, physical, and technical safeguards to secure Data from unauthorized access, disclosure and use.
- B. Urbanomics shall conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner.
- C. Urbanomics shall also have a written incident response plan, which shall include but is not limited to, prompt notification to the District in the event of a security or privacy incident, as well as procedures for responding to a breach of any of the District's Data in Urbanomics's possession. Urbanomics agrees to share its incident response plan upon request.

12. NOTIFICATION OF AMENDMENTS TO POLICIES.

- A. Urbanomics shall not change how Data is collected, used, or shared under the terms of this Agreement in any way without advance notice to and consent from the District.
- B. Urbanomics shall provide notice to the District of any proposed change to its Terms of Use, Privacy Policy, and/or any similar policies/procedures thirty (30) days prior to the implementation of any such change. The District may terminate the Agreement with Urbanomics upon notification of amendment to such terms.

13. NOTIFICATION OF DATA BREACH.

- A. When Urbanomics becomes aware of a disclosure or security breach concerning any Data

Urbanomics

covered by this Agreement, Urbanomics shall immediately notify the District and take immediate steps to limit and mitigate the damage of such security breach to the greatest extent possible.

- B. The Parties agree that any breach of the privacy and/or confidentiality obligation set forth in the Agreement may, at the District's discretion, result in the District immediately terminating this Agreement and refusing to enter into a contract with Urbanomics or otherwise allow Urbanomics access to any District Data for a period of not less than five (5) years.
- C. In addition to and notwithstanding any termination provision set forth in the underlying agreement(s), in which the District shares Data with Urbanomics, this Agreement and such underlying agreement(s) may be terminated by the District if Urbanomics fails to cure such breach within thirty (30) days of receiving written notice from the District of such breach (or such longer time necessary to cure such breach if the breach cannot be cured in 30 days). The Party in breach shall identify to the non-breaching Party all steps taken to cure such breach and the estimated timeframe for such cure.

14. INDEMNIFICATION & INSURANCE.

- A. Urbanomics shall indemnify and hold harmless the District and its officers and employees, from any and all damages, losses, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of Urbanomics, or its officers, agents, subcontractors, or employees while performing under this Agreement.
- B. Urbanomics shall maintain the following insurance until termination of this Agreement.
- C. Commercial General Liability with policy limits of not less than one million dollars (\$1,000,000) for each occurrence and two million dollars (\$2,000,000) in the aggregate for bodily injury and property damage.
- D. Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million dollars (\$1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.
- E. Workers' Compensation at statutory limits.
- F. Employers' Liability with policy limits not less than « one million dollars (\$ 1,000,000) each accident, one million dollars (\$ 1,000,000) each employee, and one million dollars (\$1,000,000) policy limit.
- G. Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than one million dollars (\$ 1,000,000) per claim and in the aggregate.
- H. Urbanomics shall maintain cyber liability insurance with limits no less than \$1,000,000 per claim.
- I. Additional Insured Obligations. To the fullest extent permitted by law, Urbanomics shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the District as an additional insured for claims caused in whole or in part by Urbanomics's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the District's insurance policies and shall apply to both ongoing and completed operations.

15. TERMINATION

Urbanomics

- A. The District may terminate this agreement at any time at its discretion upon written notification to Urbanomics. If the District terminates the Agreement, or if Urbanomics ceases to perform services for the District that requires access to Data, Urbanomics shall return to the District all Data delivered to it or collected during the course of the Agreement. Further, Urbanomics shall certify to the District in writing within five (5) business days that all copies of the Data stored in any manner by Urbanomics have been returned to the District and permanently erased or destroyed using industry best practices to assure complete and permanent erasure or destruction. These industry best practices include, but are not limited to, ensuring that all files are completely overwritten and are unrecoverable. Industry best practices do not include simple file deletions or media high level formatting operations.

16. SEVERABILITY

- A. The provisions of this Agreement are severable. If a court of competent jurisdiction determines that any portion of this Agreement is invalid or unenforceable, the court's ruling will not affect the validity or enforceability of the other provisions of the Agreement.


17. ENTIRE AGREEMENT.

- A. This document states the entire agreement between Urbanomics and the District with respect to its subject matter and supersedes any previous and contemporaneous or oral representations, statements, negotiations, or agreements. This Agreement is governed by the laws of the State of New York. Venue shall lie in New York County, New York, for any dispute arising out of this Agreement.
- B. The terms of this agreement shall remain active from 9/1/2023 through 12/31/2023.

Urbanomics

Participating School District Name

Signature of Authorized Representative



Printed Name

Tina Lund

Position

Principal

Date 9/18/2023

Signature of Authorized Representative

Printed Name

Position

Date

**Merrimack School District
Policy Progress Chart**

11/2/2023 red = required by law

Policy Progress					Adoption	Comments
	1st Reading	2nd Review	3rd Review (if needed)			
Evaluation Requirements for Children with Specific Learning Disabilities (IHBAA)	11/6/23					Reviewed by legal
Special Education Evaluations (IHBAB)	11/6/23					Reviewed by legal
Evaluation Requirements for Children with Developmental Delays (IHBDA)	11/6/23					Reviewed by legal
Student Dress Code (IJCA)	9/11/23	10/2/23	N/A		TBD 10/2/23	Need to incorporate unclear edits. Leadership is reviewing transcription. Tabled on 10-2-23. Sandy transcribed discussion at 10/2/23 mtg. Miscommunication. A committee will review after SB adoption. HOLD for committee review and recommendation. Fast Track—Review/Adoption on 9/18/2023
Revised Use of Physical Restraint/Seclusion (JKAA)	9/18/23	10/2/23	TBD 10-16-23			Need to incorporate unclear edits. Leadership is reviewing transcription. Sandy transcribed discussion at 9/18/23 meeting. Naomi, Lori P, Bill, Sandy will meet to incorporate transcription notes into the policy. Policy Committee reviewing for edits. Sandy review the video. Revised to accommodate new law.
Public Participation at Board Meetings (BEDH)	9/11/23	TBD				Incorporate Lori P. edits and send to lawyer for review. Fast Track—Review/Adoption on 9/18/2023

**EVALUATION REQUIREMENTS FOR CHILDREN WITH SPECIFIC
LEARNING DISABILITIES**

The District will ensure that all evaluation requirements for children with learning disabilities are evaluated consistent with applicable state and federal laws and regulations. All staff, students, parents/guardians and other interested persons are directed to the New Hampshire Department of Education Special Education Procedural Safeguards Handbook.

In making determinations regarding whether a student has a specific learning disability under state and federal special education rules, the District shall use the “pattern of strengths and weaknesses” model as set forth in New Hampshire State Board of Education rule Ed 1107.02(a)(1) and in federal regulations 34 C.F.R. §§ 300.307(a)(1) and 300.309(a)(2)(ii).

If schools within the District are implementing processes to determine if students respond to scientific-research based interventions then the data from those interventions may be considered by Teams as part of the process for determining whether a child has a specific learning disability.

The District shall evaluate for specific learning disabilities and make eligibility determinations in a manner consistent with the procedures and standards included in N.H. Department of Education Rule Ed 1107 and 34 C.F.R. §§ 300.301 - 300.311, as applicable.

Legal References:

NH Department of Education Admin. Rule Ed 1107.02(b)
34 C.F.R. § 300.301 to .311

1st Reading: November 6, 2023
2nd Review:
Adoption:

SPECIAL EDUCATION EVALUATIONS

A. Statement of Policy

The State and Federal special education laws require that the District, as the local education agency (LEA), find, identify, and evaluate all children suspected to be children with disabilities. The District is committed to ensuring that each child's IEP team bases its decision on high quality, reliable and educationally sound special education evaluations.

The availability, steps, timelines, and other procedures for requesting, initiating a referral, or conducting an educational evaluation relative to a determination of whether a child is a child with a disability, are as set forth in federal and state law and regulations and are summarized in the New Hampshire Department of Education Special Education Procedural Safeguards Handbook. A current copy of the handbook may be obtained from the child's Special Education teacher, Special Education Building Coordinator, Principal, Director of Student Services, or from the New Hampshire Department of Education. This policy establishes the criteria for those evaluations.

B. Evaluation Criteria

To assure high quality, reliable, and educationally sound evaluations, and consistency among those evaluations, the District has established the following list of criteria for all special education evaluations the district conducts, all evaluations the District asks outside contractors to conduct, and all individual educational evaluations ("IEE") parents expect the District to review, consider and/or fund.

1. Evaluation Criteria Waiver: Unique circumstances may justify deviation or waiver, in whole or in part, from these criteria. If a parent or District staff member is aware of such unique circumstances, they should inform the student's special education teacher, building Principal or Director of Student Services immediately. The Director of Student Services is authorized to grant a waiver.
2. Evaluator Credentials:
 - a. The evaluation must be conducted in New Hampshire, by an evaluator whose principal office is located in New Hampshire, unless there is no qualified evaluator in New Hampshire.
 - b. The evaluator must hold a valid license or certification from the State of New Hampshire in the field related to the known or suspected disability. The evaluator must have extensive training and experience in evaluation in the area(s) of concern and be able to interpret the instructional implications of evaluation results. In instances where no "applicable license or certification" exists, the District must be satisfied that the evaluator has extensive training and experience related to the known or suspected disability. The evaluator must be a "qualified examiner" for the assessment(s) be administered. See Ed 1107.04, Table 1100.

SPECIAL EDUCATION EVALUATIONS (continued)

3. Test Protocol Requirement: All tests administered will be the current version of the test. The test must be norm referenced for the individual evaluation appropriate for the age and educational level of the child and measure the same skills, and meet the same standards of technical adequacy for reliability and validity.
4. Student Educational Record Review: The evaluator must review educational records located in the student's local public school and other relevant educational records. A release will be requested from Parents when necessary to provide educational records to third party evaluators.
5. Student Observation: In the absence of a contrary determination by the child's IEP team, the evaluator must either: a) observe the child in one or more educational settings; or b) make at least one contact with the child's general education teacher for the purpose of determining how the student is progressing in the general curriculum. In addition, evaluators are encouraged to make additional contacts with other involved general and special education teachers and related service providers.
6. Communication and Shared Information between Evaluator and District: The evaluator must be permitted to directly communicate with and is required to provide information to members of the IEP team, the District's Director of Student Services or the administrator's designees. The evaluator should have access to the current evaluation and current IEP, if applicable. The evaluator also is required to release the assessments and results, including parent and teacher questionnaires, to members of the IEP team, and the Director of Student Services.

Additionally, the District shall be entitled to inspect and obtain copies of the evaluator's records directly pertaining to the student being evaluated, including any records created by third parties. However, for the purposes of the federal Family Educational Rights and Privacy Act (FERPA), records will not be deemed accessible to any District personnel other than the evaluator, unless and until the District exercises its right to inspect or obtain copies of those records from the evaluator. Accordingly, parents/guardians must authorize a release of information to allow for the sharing of such information as well as the records indicated in B.4.
7. Evaluation Compliance: The evaluation must comply with the relevant provisions of the State and Federal Special Education Laws, including, without limitation, 34 C.F.R. 300.301-300.311 and New Hampshire Department of Education Rules Ed 1107.
8. Evaluation Reports: All evaluation reports will include the appropriate standardization and reporting methods as designed by the test publishers.
9. Cost and Payment: The cost of the evaluation shall not exceed the usual and customary rate for such evaluations. The School District will not pay for the evaluation until it receives the evaluator's report.

SPECIAL EDUCATION EVALUATIONS (continued)

- C. **Information to Provide to Parents.** The Director of Student Services or designee shall provide a copy of this policy to parents/guardians who indicate they are considering obtaining an IEE and shall make available upon a parent/guardian's request information about where an IEE may be obtained.

The request for an independent educational evaluation at public expense cannot be invoked by a parent who has refused to consent to a District evaluation.

A parent has the right to request an independent evaluation at public expense if the parent disagrees with an evaluation conducted by the District. If the District denies the request for an independent educational evaluation at public expense, then the District shall initiate a due process hearing to demonstrate that the District's evaluation was appropriate.

A parent always has the right to get an independent educational evaluation at his or her own expense. The team must consider the results of any independent educational evaluation, regardless of who pays for it, if the evaluation meets the District's criteria, in decisions about the provision of a free and appropriate public education for the child.

Legal References:

34 C.F.R. 300.301-300.311, 34 CFR 300.502
N.H. Code of Administrative Rules ED. 1102.03(f), 1107, 1120.07
N.H. Department of Education's Procedural Safeguards Handbook

1st Reading: November 6, 2023
2nd Review:
Adoption:

EVALUATION REQUIREMENTS FOR CHILDREN WITH DEVELOPMENTAL DELAYS

The District adopts "developmental delay" as one of the disabilities that may qualify a child as disabled under the federal Individuals with Disabilities Education Act (IDEA) and New Hampshire's special education standards.

In order to qualify for special education based on developmental delay, the student must:

1. Be at least 3 years of age and less than 10 years of age;
2. Be experiencing developmental delays in one or more of the following areas:
 - a. physical development;
 - b. cognitive development;
 - c. communication development;
 - d. social or emotional development; or
 - e. adaptive development; and
3. By reason, thereof need special education and related services, as measured by appropriate diagnostic instruments and procedures consistent with state and federal laws and regulations.

Legal References:

20 U.S.C. 1401(3)
34 CFR 300.111(b)
RSA 186-C:2, I and I-a
N.H. Code of Administrative Rules Ed 1102.01 and Ed 1107

1st Reading: November 6, 2023

2nd Review:

Adoption:

**Merrimack School Board Meeting
Merrimack School District, SAU #26
Merrimack Town Hall – Matthew Thornton Room
October 16, 2023**

5:30 p.m. – Non-Public Session pursuant to RSA 91-A:3, II (a) (b) (c) – Merrimack TV Training Room

- Negotiations
- Staff Welfare

Present: Chair Ken Martin, Vice-Chair Laurie Rothhaus, Board Member Lori Peters, and Board Member Jenna Hardy. Also present were Chief Educational Officer Everett Olsen, Assistant Superintendent for Business Matt Shevenell, and Assistant Superintendent of Curriculum Amy Doyle.

Not Present:

Board Member Naomi Halter (Excused)
Student Representative Shaun Evidente (Excused)

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE

Chair Martin called the meeting to order at 6:00 p.m. and led the Pledge of Allegiance.

2. PUBLIC PARTICIPATION

There was no public participation.

3. RECOGNITIONS

Chair Martin stated that the Merrimack School Board recognized the SADD (Students Against Drunk Driving) Program and the Mock Accident Events.

- Mock Accident Event Recognitions/SADD Program

On behalf of all of the State Representatives representing Merrimack, Representative Rosemarie Rung read aloud a declaration from the House of Representatives from the State of New Hampshire to Mr. Jim Bailey.

Chair Martin presented Mr. Bailey with a plaque on behalf of the Merrimack School District in recognition of more than thirty years of prevention education with his outstanding contribution to the "Mock Accidents" at the Merrimack High School.

On behalf of all of the State Representatives representing Merrimack, Representative Maureen Mooney read aloud a declaration from the House of Representatives from the State of New Hampshire to Mr. Dan Bantham.

Chair Martin presented Mr. Bantham with a plaque on behalf of the Merrimack School District in recognition of more than thirty years of prevention education with his outstanding contribution to the "Mock Accidents" at the Merrimack High School.

On behalf of all of the State Representatives representing Merrimack, Representative Bill Boyd read aloud a declaration from the House of Representatives from the State of New Hampshire to Mr. Mark Rivet.

Chair Martin presented Mr. Mark Rivet with a plaque on behalf of the Merrimack School District in recognition of more than thirty years of prevention education with his outstanding contribution to the "Mock Accidents" at the Merrimack High School.

On behalf of all of the State Representatives representing Merrimack, Representative Nancy Murphy read aloud a declaration from the House of Representatives from the State of New Hampshire to Mr. Steven Claire, Principal of the Merrimack High School.

Mr. Bailey said there were many other people involved in the Mock Accident program, including the fire department, the highway department, the bus company, the police department, and many others. He thanked everyone involved and voiced his sincere appreciation for the team being recognized.

Board Member Hardy presented a Certificate of Appreciation to the following people:

- Mallory Niemaszyk, Advisor, SADD
- Chloe Hardy, President, SADD
- Rob Ketchie, Supports Jim Bailey
- Jeff Hastings, Frame of Mind Photo
- Michelle Bancroft, Manager of Student Transportation of America
- Lori Halverson, Department of Public Works
- The Town of Merrimack Department of Public Works
- The Town of Merrimack Police Department

Mr. Bailey shared a brief slideshow of what the Mock Accident scene looked like and ended by explaining that one of the reasons he would not stop doing the Mock Accidents was in memory of Elizabeth Anne Croke, who passed away in 2021 when a drunk driver who was driving the wrong way on the Everett Turnpike struck her. Neither driver survived.

The School Board collectively thanked all of those who participated in the program.

4. INFORMATIONAL UPDATES

a. Superintendent Update

Chief Educational Officer Olsen thanked Assistant Superintendent of Curriculum Doyle and her staff on the Professional Development Committee for putting together a terrific program. He said they started having budget meetings with the staff at each building.

Chief Educational Officer Olsen shared that the football team had worked with a student who had attended the extended school year program, and they spoke to the coach, and they decided to make the student an honorary captain of the football team.

Chief Educational Officer Olsen shared that he had sent an email to the staff regarding the tragedy occurring in the Middle East. He said if anyone were experiencing any difficulties and required assistance, the counseling staff would be available to speak with any of them, including students. He added that school safety remained the most important thing every single day.

b. Assistant Superintendent of Curriculum Doyle Update

Assistant Superintendent of Curriculum Doyle said they had a very successful professional development day.

Assistant Superintendent of Curriculum Doyle said a webinar regarding I-Ready had been scheduled for November 1st between 6:00 p.m. - 7:00 p.m. She said parents from grades kindergarten through grade 6 were welcome to join the webinar.

Assistant Superintendent of Curriculum Doyle stated that the previous week, they did their first district data dive for the fall. She said they looked at a wide variety of information, including the state assessment data from the previous spring.

c. Assistant Superintendent for Business Shevenell

Assistant Superintendent for Business Shevenell said the design for the proposed new central office was pretty much spec'd out. He added they had received four bids, and in either case, they would look at a ten or fifteen-year bond to pay for the project, and it would come in well under the \$800,000 debt that was just paid off for the middle school.

d. School Board Update

Chair Martin commented that he attended the Delegate Assembly the prior Saturday, and all of the New Hampshire School Board Association's recommended proposed resolutions passed. He pointed out that the two resolutions that the Merrimack School Board had concerns about were amended; state aid for kindergarten and the "due diligence" aspect was added to the implied parental consent.

Chair Martin said the Oyster River School District won School Board of Year, and upon seeing their presentation regarding their relationship with the Board and the Superintendent, he was pleased that the Merrimack School District did many of the same things. He also said that there was a person on the New Hampshire State School Board Association who specifically reviewed policies and felt that might be a very good resource.

e. Student Representative Update

There was no update.

5. OLD BUSINESS

There was no old business to discuss.

6. NEW BUSINESS

a. Student Wellness Update

Ms. Sara Parrotto, Director of Student Wellness, presented the Merrimack School District Emotional Learning and Wellbeing Update as summarized below:

Goal Category #1: Create an engaged, inclusive, and collaborative district culture built on mutual trust and respect.

Strategic Objective #3

WHAT: Invest in the social and emotional development and well-being of our staff, students, and their families.

WHEN: Initial plan by 2nd October meeting 2022

- Update at the July 2023 meeting
- Annual plan by September
- Updates annually in July

Four Areas of Focus

Ms. Parrotto reviewed the four focus areas below.

- System of Care Framework
- Professional Development & Committee Work
- Student Social Emotional Learning & Wellness
- Community & Family Engagement

Chair Martin asked if Ms. Parrotto had any information regarding the current trends in student behavior. Ms. Parrotto replied that anecdotally, she had noticed that students were about one year behind developmentally in terms of their behavior.

Board Member Peters added that she felt some students were not just developmentally behind but actually were regressing.

Board Member Peters asked what the timeline was for the universal screening. Ms. Parrotto replied that there would be a training session for staff the following Thursday regarding how to implement the DESSA, and they were hoping to implement the DESSA (The Devereux Student Strengths Assessment) in November. She said she would provide the Board with the data when she received it.

Chief Educational Officer Olsen stated that Ms. Parrotto had just recently started working for the district, and he was quite happy with her performance.

b. FY25 Budget Process

Chief Educational Officer Olsen stated that the budget process PowerPoint had been shared with the Budget Committee for preliminary review. He reviewed the presentation as summarized below:

1. Gather the Data
2. Development of Site-Based Budget Requests
3. Present Initial Budget Request
4. School Board Action
5. The Budget Committee – Convenes to begin its Work

201 6. The Deliberative Session – The Approved Budget moves onto the Ballot
202

203 Chief Educational Officer Olsen said they would work with the Budget Committee to put together
204 a one or two-page summary of the essential points of the budget.
205

206 Board Member Peters suggested putting together a brief PowerPoint presentation regarding the
207 budget for the MVD (Merrimack Village District) Annual Meeting.
208

209 c. Fundraising Discussion
210

211 Vice-Chair Rothhaus said she felt it would be important to review information surrounding the
212 protocols for fundraising. Chief Educational Officer Olsen replied that he would put something
213 together and discuss it at a future meeting.
214

215 d. New Central Office Discussion
216

217 Vice-Chair Rothhaus stated that the new central office building would be on the Warrant Article
218 in March. She said she had recently attended the Planning & Building Committee meeting, and
219 their next meeting would be televised, and they wanted to work with the School Board to develop
220 a strategy on how to get the word out and gain support. She added that a former School Board
221 member had suggested that an Ad hoc Committee be formed consisting of interested citizens
222 who were not connected to the School Board or the Planning & Building Committee but who
223 could assist in getting the Article passed.
224

225 Vice-Chair Rothhaus asked if the information regarding the above potential Ad hoc Committee
226 could be placed on the website.
227

228 e. Other
229

230 Vice-Chair Rothhaus suggested that the next recognition might include a list of retired teachers
231 and volunteers who helped struggling students.
232

233 **7. POLICIES**
234

235 There were no policies to discuss.
236

237 **8. APPROVAL OF MINUTES**
238

239 a. October 2, 2023, Public Minutes
240

241 **MOTION:** Board Member Peters made a motion to approve the October 2, 2023, public minutes,
242 as presented. Board Member Hardy seconded the motion.
243

244 **MOTION CARRIED: 4 – 0 – 0.**
245

246 a. October 2, 2023, Non-Public Minutes
247

248 **MOTION:** Chair Martin made a motion to approve the October 2, 2023, non-public minutes, as
249 presented. Board Member Peters seconded the motion.
250

251 **MOTION CARRIED: 4 – 0 – 0.**

252
253 **9. CONSENT AGENDA**
254

255 There were no educator resignations or educator nominations for the Board to consider.
256

257 **10. OTHER**
258

259 a. Committee Reports
260

261 Chair Martin commented that he had met with the Professional Development Committee, where
262 they discussed how they approved workshops.
263

264 Chair Martin also commented that he would be attending his first Curriculum, Instruction, and
265 Assessment Committee meeting the following day.
266

267 b. Correspondence
268

269 Chair Martin said that he received emails from two Merrimack High School students who had
270 concerns about the Advisory Block, and he forwarded the email to Mr. Steve Claire, Principal of
271 Merrimack High School. He said Mr. Claire had put a committee together with students to get
272 more information.
273

274 c. Comments
275

276 Board Member Peters commented that Merrimack High School would not have block days the
277 week of November 6th.
278

279 **11. PUBLIC COMMENTS ON AGENDA ITEMS**
280

281 There were none.
282

283 **12. ADJOURNMENT**
284

285 **MOTION:** At approximately 7:27 p.m., Board Member Hardy made a motion to adjourn. Vice-Chair
286 Rothhaus seconded the motion.
287

288 **MOTION CARRIED: 4 – 0 – 0.**
289