

**Merrimack School District/SAU 26
School Board Meeting
Preliminary Agenda
October 3, 2022
Merrimack Town Hall – Matthew Thornton Room**

7:00 p.m. PUBLIC HEARING TO ACCEPT/EXPEND GIFTS/GRANTS \$5,000 AND OVER

Gift of \$6,000 from the United Way of Nashua, Smart Start Coalition to
Merrimack School District to Support Kindergarten Programs.

7:15 p.m. PUBLIC MEETING

1. CALL TO ORDER and PLEDGE OF ALLEGIANCE

Laurie Rothhaus

7:20 p.m. 2. PUBLIC PARTICIPATION

Lori Peters

3. RECOGNITIONS

Lori Peters

7:50 p.m. 4. INFORMATIONAL UPDATES

Lori Peters

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

8:00 p.m. 5. OLD BUSINESS

Lori Peters

- a. Goals and Objective Presentation

8:20 p.m. 6. NEW BUSINESS

Lori Peters

- a. Board's Response to Gift of \$6,000 from the United Way of Nashua
- b. Strategic Planning Update
- c. Civics Assessment
- d. PRIMEX Contribution Assurance Program (CAP) for FY 2024-26
for the Property & Liability Program
- e. PRIMEX Contribution Assurance Program (CAP) for FY 2024-26
for the Workers' Compensation Program
- f. Memorandum of Understanding Between Town of Merrimack and
Merrimack School District
- g. Other

Lori Peters

Amanda Doyle

Amanda Doyle

Matt Shevenell

Matt Shevenell

Everett Olsen

8:50 p.m. 7. POLICIES

Lori Peters

- a. 1st Reading of Use of Physical Restraint/Seclusion (JKAA)
- b. 1st Reading of Public Participation at Board Meetings (BEDH)
- c. 2nd Review of Change of Class or School Assignment Best Interest and Manifest Hardship (JCA)

9:00 p.m. 8. APPROVAL OF MINUTES

Lori Peters

- a. September 12, 2022 Public and Non-Public Minutes

9:05 p.m. 9. CONSENT AGENDA

Amanda Doyle

- a. Educator Nominations

9:10 p.m. 10. OTHER

Lori Peters

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

9:20 p.m. 11. PUBLIC COMMENTS ON AGENDA ITEMS

Lori Peters

9:40 p.m. 12. ADJOURN to Non-Public Session

Lori Peters

9:45 p.m. 13. NON-PUBLIC SESSION RSA 91-A:3, II (a) (b) (c) – Merrimack TV Training Classroom

- Legal
- Staff Welfare

Merrimack School District
Gifts and Grants Acceptance Form

Name of Recipient: Merrimack School District
School Name

Name of Donor: United Way of Nashua, Smart Start Coalition
Name

20 Broad Street #7
Street Address

Nashua NH 03064
Town/City State Zip Code

Amount of Gift or Grant: 6,000.00 Date of Receipt of Gift or Grant: September 2022

Please answer each of the following questions:

1. Describe the purpose of gift/grant: TO support Kindergarten programs at each school, with goal of improving transition to schools.
2. Describe any specific restrictions or requirements attached to gift/grant:
None
3. Describe any recurring costs associated with the gift/grant: None

I, FERN SEIDEN do hereby determine that it is in the best interest of the Merrimack School District to accept such gift or grant and hereby request the acceptance of the gift/grant by the Merrimack School Board.

Fern Seiden 9/8/22
Signature Date
Principal/Director

Published in the Nashua Telegraph, Union Leader on 9/22/22
Date

Presented to Merrimack School Board (Public Hearing) 10/3/2022
Date

Accepted by Merrimack School Board on _____
Date

By a vote of ____ - ____ - ____.

All Gifts and Grants to the Merrimack School District are to be accepted in accordance with RSA 198:20b and Warrant Article II of the 1991 Annual Merrimack School District Meeting.

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.
Interim Chief Educational Officer

MATTHEW D. SHEVENELL
Assistant Superintendent for Business

To: Laurie Rothhaus
Lori Peters
Jenna Hardy

Naomi Halter
Ken Martin
Kaitlyn Vadney

From: Amanda Doyle



Date: September 26, 2022

Subject: Strategic Planning Memo

It is an exciting time in Merrimack as the district prepares to commence the process of developing a strategic plan. To prepare for this important work, I met with our district's facilitator, Bill Wilmot, to draft the Strategic Planning Framework that is included with this memo.

I am in the process of securing committee representation from the wide range of stakeholders as outlined in the framework.

I look forward to this collaborative work!



Merrimack School District **Strategic Planning Framework**

The Merrimack School District is commencing the process of developing a strategic plan for our learning community. This work will strive to formalize the school district's mission, vision, values, align it to the new vision of a learner and vision of a graduate, and provide clear goals to guide the district to clearly identify and communicate how it is working to improve outcomes for its students. This process enables all stakeholders to voice and agree on the district's priorities and focus on a path to improvement.

Strategic Planning Committee Composition: A representative committee of stakeholders will be created that includes:

- Students - Number to be determined by interest in participation
- One parent/guardian from each school (6)
- One educator from each school (6)
- Three building administrators - elementary administrator, middle school administrator, and high school administrator (3)
- Five district administrators - superintendent, assistant superintendent for business, assistant superintendent for curriculum, director of student services, director of student wellness (5)
- Two school board members (2)
- Two community members (2)

Strategic Planning Steering Committee

- A steering committee of 5-7 people will be established from the greater group. This subgroup will meet bimonthly with the district facilitator to create the meeting agendas and monitor progress.

Process

- **Phase 1: Research** - The goal of this phase is to decide on key areas of focus and gather relevant data to inform strategic decisions.
- **Phase 2: Identify Opportunities and Barriers** - The goal of this phase is to articulate a vision in each focus area and identify opportunities and barriers to successful realization of the vision.
- **Phase 3: Goals and Recommendations** - The goal of this phase is to set goals and objectives in each focus area.

Timeline

- The committee will meet monthly from November 2022 through May 2023.
- It is hoped that the district's Strategic Plan can be presented to the public at the June 5, 2023 meeting of the Merrimack School Board.

Meeting Dates & Times

- The Strategic Planning Committee will meet the second Monday of each month from November to May from 5:30 pm - 7:00 pm in the Merrimack Middle School Library.
 - These dates include: November 14, 2022, December 12, 2022, January 9, 2023, February 13, 2022, March 13, 2023, April 10, 2023, May 8, 2023.
 - Additional meeting dates will be scheduled, if needed, to remain on target for a June 2023 completion date.
- Subgroup committees will schedule meetings based on the availability of its members.

Facilitator

- The district has retained the facilitation services of Bill Wilmot, who has consulted with the district for years.

MERRIMACK SCHOOL DISTRICT
School Administrative Unit #26
36 McElwain Street
Merrimack, New Hampshire 03054
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AMANDA S. DOYLE
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MATTHEW D. SHEVENELL
Assistant Superintendent for Business

To: Laurie Rothhaus
Lori Peters
Jenna Hardy

Naomi Halter
Ken Martin
Kaitlyn Vadney

From: Amanda Doyle



Date: 9/26/22

Subject: Civics Instruction: House Bill 157:1 Pursuant to 189:11, II

House Bill 157:1, which will take effective July 1, 2023, requires students to pass a locally developed competency assessment in Civics, and pass the naturalization examination developed by the 2020 United States Citizen and Immigration Services with a 70 percent or better, to graduate from high school. All New Hampshire school districts will be required to submit the results of both tests by June 30th of each year to the New Hampshire Department of Education through their End-of-Year Submission.

Students at Merrimack High School typically take the required Civics class as part of their sophomore year course load. For this reason, we are working to proactively implement the requirements of House Bill 157:1, which includes incorporating the assessments, into this year's Civics curriculum. In addition, the Class of 2024, currently juniors, will be the first class included in the End-of-Year submission in June of 2024. Therefore, we are working to incorporate these requirements into their current social studies courses.

Please see the attached NH DOE Fact Sheet for additional information.

Civics Instruction:

The passing of House Bill 157:1 and Pursuant to 189:11, II

NHDOE FACT SHEET



25 Hall Street, Concord, New Hampshire 03301 – www.education.nh.gov

157:1 Civics Instruction. Amend RSA 189:11, II to read as follows:

II. As a component of instruction under paragraph I, a locally developed competency assessment of United States government and civics that includes, but is not limited to, the nature, purpose, structure, function, and history of the United States government, the rights and responsibilities of citizens, and noteworthy government and civic leaders, shall be administered to students as part of the required high school course in history and government of the United States and New Hampshire. To be eligible for a graduation certificate, a student shall attain a locally sanctioned passing grade on the competency assessment, and a grade of 70 percent or better on the 128 question civics (history and government) naturalization examination developed by the 2020 United States Citizen and Immigration Services. Schools may modify the naturalization examination for a child with a disability in accordance with the child's individualized education program. By June 30 of each year, each school district shall submit the results of either the locally developed competency assessment of United States government and civics or the United States Citizenship and Immigration Services (USCIS) test to the department of education. 157:2 Effective Date. This act shall take effect July 1, 2023.

House Bill 157:1, effective July 1, 2023, requires students to pass a locally developed competency assessment in civics, and pass the naturalization examination developed by the 2020 United States Citizen and Immigration Services with a 70 percent or better, in order to graduate from high school. School districts will be required to submit the results of both tests by June 30th of each year to the NH DOE.

The Department is presenting this NH DOE Fact Sheet as a guide to assist districts and schools with their adherence to the requirements of 189:11, II, with respect to Civics Competency Assessment as a High School Graduation Requirement.

Civics Test

- Schools are required to administer the full 128 question civics test developed by USCIS.
- Students are required to answer a minimum of 90 questions correct (70%). This will be tracked locally by the teacher, school and/or district.
- The administration of the test is at discretion of the district and/or school. This includes:
 - Assessment format (digital, paper)
 - Modification of the test or accommodations determinations for students with disabilities based on the student's IEP.
 - Test timing or number of questions per session
 - When students will take the test
 - Number of times students take the test
- Test security measures are not applicable as the questions are static and answers are available online.
- Test should not be administered as an "open book" test.
- For students transferring in from out of state, it is a local decision whether the results notated on a transcript meets the requirement.

Civics Competency Based Assessment

- Schools are required to create a local, competency-based assessment for students that includes, but is not limited to, the nature, purpose, structure, function, and history of the United States government, the rights and responsibilities of citizens, and noteworthy government and civic leaders.
- The NHDOE does not need to review the competency-based civics assessments created by schools.

Reporting

- Data will be collected as part of the year-end EOY submission.
- Law takes effect, July 2023. Data submissions will be required to be submitted in the EOY, starting June 30, 2024.
- Reporting will include:
 - Proficient/Not Proficient for the Civics Test
 - Proficient/Not Proficient for the Civics Competency Based Assessment
- Parent exemption from the civics assessments is not allowed as it is a graduation requirement.

Resources:

Civics Flash Cards

https://www.uscis.gov/sites/default/files/document/flash-cards/M-623_red_slides.pdf

Civics Lessons

https://www.uscis.gov/sites/default/files/document/flash-cards/M-638_red.pdf

Questions can be directed to Academics@doe.nh.gov



September 21, 2022

Matthew Shevenell, Assistant Superintendent
Merrimack School District
SAU #26
36 McElwain Street
Merrimack, NH 03054-3693

RE: Contribution Assurance Program (CAP) for FY 2024 – FY 2026 for the Property & Liability Program

Dear Matt:

Primex³ is pleased to offer the **Merrimack School District** the option of participating in the **Contribution Assurance Program (CAP)** for the next three coverage period years. **For members who have demonstrated commitment to the Primex³ pool, CAP provides stability by creating a limit on your Property & Liability contributions for future renewals.**

We are pleased to offer you a **CAP** Agreement that provides you budgetary assurance through **June 30, 2026**. (See enclosed **CAP** Agreement and Resolution.) **Please return your executed CAP Agreement and Resolution on or before September 30, 2022, to ensure your participation in CAP for the upcoming October 15, 2022 Renewal.**

The percentage listed is a maximum increase; actual increases will not exceed that percentage and may be lower, based on each member's performance. Performance still impacts contribution amounts, so it remains important for both Primex³ and our members to leverage our partnership to effectively manage risks and any claims that occur.

Our goal has always been to provide members with the best programs at the best value. **CAP** provides predictable contributions in the Property & Liability Program that you and your taxpayers can count on for budgetary stability.

Please contact me or your Member Services Consultant with questions at 800-698-2364.

Sincerely,

A handwritten signature in black ink, appearing to read "C. Weber".

Carl Weber
Director of Member Services

Trust. Excellence. Service.

Bow Brook Place, 46 Donovan Street ■ Concord, NH 03301-2624
(603) 225-2841 ■ (800) 698-2364 ■ nhprimex.org

**Property & Liability
Contribution Assurance Program (CAP) Agreement
THIS AGREEMENT AMENDS AND EXTENDS YOUR MEMBERSHIP AGREEMENT
PLEASE READ CAREFULLY**

Primex³ is offering members in our **Property & Liability Program** an opportunity to stabilize their annual contributions through participation in our Contribution Assurance Program (**CAP**). **CAP** is offered to members who qualify, providing them predictability by limiting the annual contribution increase during a defined period of years (**CAP Period**). By signing this Agreement, you agree to extend your Membership Agreement for **three (3) years** and Primex³ agrees, with limited exception¹, that your annual contribution increase will not exceed seven percent (7%) of the prior year's contribution. Because performance matters with Primex³, you may realize an annual increase that is less than the **CAP** through sound risk management and stable underwriting exposures.

We are offering this opportunity so that our members can extend their commitment to pooling through the Primex³ programs. Participation in **CAP** for each year of the **CAP Period** is conditioned upon a three-year commitment to participation in the Primex³ Property & Liability Program.

The following **CAP Period** years qualify for the Contribution Assurance Program (**CAP**):

FY 2024 July 1, 2023 through June 30, 2024

(maximum 7% increase over July 1, 2022 through June 30, 2023 contribution)

FY 2025 July 1, 2024 through June 30, 2025

(maximum 7% increase over July 1, 2023 through June 30, 2024 contribution)

FY 2026 July 1, 2025 through June 30, 2026

(maximum 7% increase over July 1, 2024 through June 30, 2025 contribution)

By signing this Agreement, the **Merrimack School District** agrees to extend its risk pool membership and participation in the Primex³ **Property & Liability Program** for three coverage period years, through **June 30, 2026**. The **Merrimack School District** agrees and understands it remains bound by and subject to the terms and conditions of the Membership Agreement, Public Entity Coverage Documents and Trust Agreement, and all Trust by-laws, policies and procedures.

¹ CAP protects the member from most contribution increases during the CAP period; i.e., those resulting from account underwriting, or directly caused by changes in the member's loss history, property and payroll exposures. For the protection of all members, CAP does not prevent Primex³ from raising contributions across the pool/program to meet the actuary's reserve funding recommendations in response to catastrophic events, investment losses, severe adverse claim development, reinsurance failure, legislative enactments, judicial opinions and administrative orders. In the rare and unlikely event CAP maximum increase limits must be exceeded to adequately fund reserves, Primex³ in fairness will provide members advance notice and the option of terminating the CAP Agreement.

The **Merrimack School District** agrees that the seven percent (7%) maximum increase currently available for this **CAP Period** does not apply to any other year or period of years, and upon expiration of the **CAP Period** in this Agreement, any subsequent participation in a Primex³ **CAP** will be subject to underwriting review, membership criteria, **CAP** criteria, determination of contribution and the maximum increase in place for the subsequent **CAP Period**.

The **Merrimack School District** further acknowledges that by extending its Membership Agreement for three (3) coverage period years, the Public Entity Coverage Documents, General Conditions Section (L) ("Terminating Participation in Our Program(s)") is suspended during year one (1) and year two (2) of the three (3) year term, as there is no right to cancel or terminate during year one (1) and year two (2) but shall be reinstated for the end of year three (3).

The **Merrimack School District** agrees that failure to provide notice in strict accordance with the Public Entity Coverage Documents, General Conditions Section (L) shall result in automatic renewal of risk management pool membership and continuation in the Primex³ Property & Liability Program, but not continuation of **CAP** which must be separately offered and accepted.

Primex³ acknowledges that the **Merrimack School District** is a NH public entity which receives budgetary authorization for appropriations from an annual meeting of its legislative body and pertains to a fiscal year which commences on the following January 1 or July 1, of any given year. The **Merrimack School District** also acknowledges that it is legally required to carry insurance coverage. As such, if the legislative body, at such annual meeting for any years that are within the anticipated term of the contract, fails to approve such appropriation, and there are no other lawful means of funding the coverage, this contract may be terminated by the **Merrimack School District** by notice to Primex³ made within 30 days of the legislative action at which such funding initiative was defeated and such cancellation shall be effective as of the commencement on the following fiscal year or on the anniversary of the policy, whichever first occurs.

The **Merrimack School District**, however, agrees that it shall seek the requisite appropriations in good faith and that the availability of lower cost or otherwise preferable coverage alternatives during the term of this Agreement shall not constitute a good faith and permissible basis on which to fail to pursue the appropriations or assert that appropriations are unavailable. In the event of an early termination, the **Merrimack School District** agrees to return the difference between the **CAP** increase and the uncapped contribution.

By affixing my signature below, I am attesting, representing and warranting that I am a duly authorized representative of the governing body of the **Merrimack School District** with legal authority to contractually bind the **Merrimack School District** to the terms of this Agreement, and that I understand the commitment being made to membership in the Primex³ risk management pool and participation in the Property & Liability Program.

Authorized Representative of the
Governing Body

Title

Date

Print Name

Merrimack School District
June 6, 2022
PL-2024-07-3

RESOLUTION TO ENTER PRIMEX³
Property & Liability Contribution Assurance Program (CAP)

RESOLVED: To hereby accept the offer of the New Hampshire Public Risk Management Exchange (Primex³) to enter into its **Property & Liability Contribution Assurance Program (CAP)** as of the date of the adoption of this resolution, and to be contractually bound to all of the terms and conditions of Primex³ risk management pool membership during the term of the **Property & Liability Contribution Assurance Program (CAP)**. The coverage provided by Primex³ in each year of membership shall be as then set forth in the Coverage Documents of Primex³.

I attest that the foregoing is a true copy of the Resolution of the Governing Board of the **Merrimack School District** adopted on _____.

Board: _____
Title of Board

Signature: _____

Name: _____

Title: _____ duly authorized

Date: _____



September 21, 2022

Matthew Shevenell, Assistant Superintendent
Merrimack School District
SAU #26
36 McElwain Street
Merrimack, NH 03054-3693

RE: Contribution Assurance Program (CAP) for FY 2024 – FY 2026 for the Workers' Compensation Program

Dear Matt:

Primex³ is pleased to offer the **Merrimack School District** the option of participating in the **Contribution Assurance Program (CAP)** for the next three coverage period years. **For members who have demonstrated commitment to the Primex³ pool, CAP provides stability by creating a limit on your Workers' Compensation contributions for future renewals.**

We are pleased to offer you a **CAP** Agreement that provides you budgetary assurance through **June 30, 2026**. (See enclosed **CAP** Agreement and Resolution.) **Please return your executed CAP Agreement and Resolution on or before September 30, 2022, to ensure your participation in CAP for the upcoming October 15, 2022 Renewal.**

The percentage listed is a maximum increase; actual increases will not exceed that percentage and may be lower, based on each member's performance. Performance still impacts contribution amounts, so it remains important for both Primex³ and our members to leverage our partnership to effectively manage risks and any claims that occur.

Our goal has always been to provide members with the best programs at the best value. **CAP** provides predictable contributions in the Workers' Compensation Program that you and your taxpayers can count on for budgetary stability.

Please contact me or your Member Services Consultant with questions at 800-698-2364.

Sincerely,

A handwritten signature in black ink, appearing to read "C. Weber".

Carl Weber
Director of Member Services

Trust. Excellence. Service.

Bow Brook Place, 46 Donovan Street ■ Concord, NH 03301-2624
(603) 225-2841 ■ (800) 698-2364 ■ nhprimex.org

**Workers' Compensation
Contribution Assurance Program (CAP) Agreement
THIS AGREEMENT AMENDS AND EXTENDS YOUR MEMBERSHIP AGREEMENT
PLEASE READ CAREFULLY**

Primex³ is offering members in our **Workers' Compensation Program** an opportunity to stabilize their annual contributions through participation in our Contribution Assurance Program (**CAP**). **CAP** is offered to members who qualify, providing them predictability by limiting the annual contribution increase during a defined period of years (**CAP Period**). By signing this Agreement, you agree to extend your Membership Agreement for **three (3) years** and Primex³ agrees, with limited exception¹, that your annual contribution increase will not exceed six percent (6%) of the prior year's contribution. Because performance matters with Primex³, you may realize an annual increase that is less than the **CAP** through sound risk management and stable underwriting exposures.

We are offering this opportunity so that our members can extend their commitment to pooling through the Primex³ programs. Participation in **CAP** for each year of the **CAP Period** is conditioned upon a three-year commitment to participation in the Primex³ Workers' Compensation Program.

The following **CAP Period** years qualify for the Contribution Assurance Program (**CAP**):

FY 2024 July 1, 2023 through June 30, 2024

(maximum 6% increase over July 1, 2022 through June 30, 2023 contribution)

FY 2025 July 1, 2024 through June 30, 2025

(maximum 6% increase over July 1, 2023 through June 30, 2024 contribution)

FY 2026 July 1, 2025 through June 30, 2026

(maximum 6% increase over July 1, 2024 through June 30, 2025 contribution)

By signing this Agreement, the **Merrimack School District** agrees to extend its risk pool membership and participation in the Primex³ **Workers' Compensation Program** for three coverage period years, through **June 30, 2026**. The **Merrimack School District** agrees and understands it remains bound by and subject to the terms and conditions of the Membership Agreement, Public Entity Coverage Documents and Trust Agreement, and all Trust by-laws, policies and procedures.

¹ CAP protects the member from most contribution increases during the CAP period; i.e., those resulting from account underwriting, or directly caused by changes in the member's loss history, property and payroll exposures. For the protection of all members, CAP does not prevent Primex³ from raising contributions across the pool/program to meet the actuary's reserve funding recommendations in response to catastrophic events, investment losses, severe adverse claim development, reinsurance failure, legislative enactments, judicial opinions and administrative orders. In the rare and unlikely event CAP maximum increase limits must be exceeded to adequately fund reserves, Primex³ in fairness will provide members advance notice and the option of terminating the CAP Agreement.

The **Merrimack School District** agrees that the six percent (6%) maximum increase currently available for this **CAP Period** does not apply to any other year or period of years, and upon expiration of the **CAP Period** in this Agreement, any subsequent participation in a Primex³ **CAP** will be subject to underwriting review, membership criteria, **CAP** criteria, determination of contribution and the maximum increase in place for the subsequent **CAP Period**.

The **Merrimack School District** further acknowledges that by extending its Membership Agreement for three (3) coverage period years, the Public Entity Coverage Documents, General Conditions Section (L) ("Terminating Participation in Our Program(s)") is suspended during year one (1) and year two (2) of the three (3) year term, as there is no right to cancel or terminate during year one (1) and year two (2) but shall be reinstated for the end of year three (3).

The **Merrimack School District** agrees that failure to provide notice in strict accordance with the Public Entity Coverage Documents, General Conditions Section (L) shall result in automatic renewal of risk management pool membership and continuation in the Primex³ Workers' Compensation Program, but not continuation of **CAP** which must be separately offered and accepted.

Primex³ acknowledges that the **Merrimack School District** is a NH public entity which receives budgetary authorization for appropriations from an annual meeting of its legislative body and pertains to a fiscal year which commences on the following January 1 or July 1, of any given year. The **Merrimack School District** also acknowledges that it is legally required to carry insurance coverage. As such, if the legislative body, at such annual meeting for any years that are within the anticipated term of the contract, fails to approve such appropriation, and there are no other lawful means of funding the coverage, this contract may be terminated by the **Merrimack School District** by notice to Primex³ made within 30 days of the legislative action at which such funding initiative was defeated and such cancellation shall be effective as of the commencement on the following fiscal year or on the anniversary of the policy, whichever first occurs.

The **Merrimack School District**, however, agrees that it shall seek the requisite appropriations in good faith and that the availability of lower cost or otherwise preferable coverage alternatives during the term of this Agreement shall not constitute a good faith and permissible basis on which to fail to pursue the appropriations or assert that appropriations are unavailable. In the event of an early termination, the **Merrimack School District** agrees to return the difference between the **CAP** increase and the uncapped contribution.

By affixing my signature below, I am attesting, representing and warranting that I am a duly authorized representative of the governing body of the **Merrimack School District** with legal authority to contractually bind the **Merrimack School District** to the terms of this Agreement, and that I understand the commitment being made to membership in the Primex³ risk management pool and participation in the Workers' Compensation Program.

Authorized Representative of the
Governing Body

Title

Date

Print Name

Merrimack School District
June 6, 2022
WC-2024-06-3

RESOLUTION TO ENTER PRIMEX³
Workers' Compensation Contribution Assurance Program (CAP)

RESOLVED: To hereby accept the offer of the New Hampshire Public Risk Management Exchange (Primex³) to enter into its **Workers' Compensation Contribution Assurance Program (CAP)** as of the date of the adoption of this resolution, and to be contractually bound to all of the terms and conditions of Primex³ risk management pool membership during the term of the **Workers' Compensation Contribution Assurance Program (CAP)**. The coverage provided by Primex³ in each year of membership shall be as then set forth in the Coverage Documents of Primex³.

I attest that the foregoing is a true copy of the Resolution of the Governing Board of the **Merrimack School District** adopted on _____.

Board: _____
Title of Board

Signature: _____

Name: _____

Title: _____ duly authorized

Date: _____

Memorandum of Understanding

Between Town of Merrimack and Merrimack School District

1.0. Goals and Objectives

It is understood and agreed that Merrimack School District and the Merrimack Police Department officials share the following goals and objectives regarding the School Resource Officer (SRO) program in the schools.

1.1. To deter acts of violence, address threats to safety and promote an atmosphere of safety and order for students and faculty members through the use of school discipline and enforcement of local, state and federal laws, and town ordinances.

1.2. To provide opportunities for educational programs and prevention activities found beneficial to promoting good citizenship, health, and welfare, that will increase student knowledge of the criminal justice system and respect for the law and the function of law enforcement agencies and other related topics.

1.3. Establish and maintain collaborative and open communications among key school personnel, i.e. administration, staff, central office.

1.4. To support the SRO's efforts as a positive role model in cultivating positive relationships and strengthening each student's understanding of good citizenship and accountability for their actions.

1.5. To foster and promote a positive understanding, attitude and approach toward the rule of law, a healthy lifestyle, and law enforcement.

1.6. To immediately respond to, mitigate and resolve active and imminent threats to the safety and security of the school by maintaining a visible police presence on campus, assessing threats to school security, reducing and eliminating such threats, and swiftly responding to any immediate threats or breaches of security.

1.7. To recognize the school district as primarily responsible for the administration of discipline and maintaining order within the schools.

1.8. To prevent, deter, and investigate crime or attempted crime on the school campus including the possession and/or use of weapons on campus, the illegal possession, sale and/or distribution of controlled substances, alcohol, contraband and other crimes and/or violations of law.

1.9. To address criminal activity and violations of law by students through the collaborative administration of school discipline and/or referral to the criminal justice system.

Memorandum of Understanding

Between Town of Merrimack and Merrimack School District

2.0. Cooperative Efforts

2.1. The presence of the SRO at the school is not intended to usurp the rights and responsibilities of the principal or designee to enforce the rules of the student conduct code and/or to administer discipline in the school.

2.2. By mutual agreement, the parties acknowledge that not every criminal act or violation of law will be handled through the criminal justice system. There will be times when the administration of typical school discipline will be sufficient to address behaviors that may constitute crimes/violations.

2.3. The existence of any school or school district policies, the student conduct code and any related disciplinary process is not intended to nor shall it usurp the mandates and responsibilities of the SRO as directed by the policies of the Merrimack Police Department and/or the laws of the State of New Hampshire or Attorney General Guidelines.

2.4. In deciding when to resort to the criminal justice system in lieu of, or in addition to school discipline, the principal or their designee and the SRO shall collaborate about the best path forward in a particular situation.

3.0. Responsibilities and Duties of School Resource Officers

3.1. The Merrimack Police Department will assign two full-time SROs to the Merrimack School District. The SRO is a sworn Merrimack Police Officer assigned to provide the law enforcement expertise and resources to assist school staff in maintaining safety, order, and discipline within their assigned schools. The SRO will be considered an active member of the School community. The SRO will serve by mutual agreement of the school district and the police department.

3.2. The SRO's schedule will be determined by the SRO's supervisor, but will generally be during the school day including peak arrival and departure times before and after school. Whenever possible, the SRO will be visible patrolling the interior and exterior of the school grounds, particularly during the opening and closing of School and during the lunch periods.

3.3. The police department will notify the principal or their designee of the SRO's assigned school when they will be absent from the campus. The SRO should also notify the police department when they leave the school campus.

3.4. The SRO will wear a standard uniform and carry all related authorized and issued police equipment and operate a marked police cruiser while on duty unless otherwise authorized by a police supervisor for a specific purpose. The SRO and cruiser provides a visible deterrent for criminal activities and provide reassurance to students and staff.

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2.0. Cooperative Efforts

2.1. The presence of the SRO at the school is not intended to usurp the rights and responsibilities of the principal or designee to enforce the rules of the student conduct code and/or to administer discipline in the school.

2.2. By mutual agreement, the parties acknowledge that not every criminal act or violation of law will be handled through the criminal justice system. There will be times when the administration of typical school discipline will be sufficient to address behaviors that may constitute crimes/violations.

2.3. The existence of any school or school district policies, the student conduct code and any related disciplinary process is not intended to nor shall it usurp the mandates and responsibilities of the SRO as directed by the policies of the Merrimack Police Department and/or the laws of the State of New Hampshire or Attorney General Guidelines.

2.4. In deciding when to resort to the criminal justice system in lieu of, or in addition to school discipline, the principal or their designee and the SRO shall collaborate about the best path forward in a particular situation.

3.0. Responsibilities and Duties of School Resource Officers

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3.5. The SRO will assist with training the school administrators in law enforcement related matters. They will also share information about crime trends and changes in laws relevant to schools. Information may be disseminated to the school administration to assist them in effectively establishing and maintaining a safe school environment. The SRO will be incorporated into each applicable school committee and team, to include such committee or team that addresses threat assessment, Behavioral Intervention, safety and security and/or it's equal.

3.6. By mutual agreement between parties, SROs may provide law enforcement, criminal justice, substance use/health, harm reduction, personal safety/security and motor vehicle related instruction that will enhance the student's understanding of the police mission as well as student health, welfare, safety/security and promote good citizenship. During any classroom instruction time a teacher shall remain in the room. Responding to incidents or conducting investigations will always take precedence over instructing in the classroom.

3.7. Programs, classes, speaking engagements, and/or visitations conducted in schools by other members of the Police Department should be coordinated with the SRO to avoid redundant services and to ensure equitable distribution of such programs and services.

3.8. SROs are required to keep the school administration apprised of criminal, to the extent allowable under the law, and non-criminal situations encountered, current crime trends, problem areas, or other areas of concern, which have potential for disruption in the school or within the community. The SRO will work in conjunction with the school administration and/or other police departments and schools, if regional, in developing plans to prevent and counteract such activities at the school.

3.9. The SRO will not be primarily responsible for the enforcement of school and/or administrative rules or regulation violations. However, the SRO should maintain familiarity with the Merrimack School District's Student Code of Conduct. Unless requested by a school administrator the SRO will not attend disciplinary meetings with students or parents.

3.10. The SRO will be responsible for maintaining custody of illegal substances and/or contraband pending proper disposal in accordance with police department regulations.

3.11. Illegal, illicit controlled substances/drugs or other illegal/illicit items such as but not limited to weapons, dangerous and or illegal devices, instruments articles, items or instruments of destruction or harm or that poses or may pose a threat to public health and safety including the fruits and or instrumentalities of a crime obtained or observed by school staff will be immediately surrendered to or brought to the attention of an SRO or other Merrimack Police Department official.

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3.12. Information of any nature obtained or observed by school staff in connection with their official school duties and responsibilities as employees of the Merrimack School District including but not limited to digital information contained on a mobile device, displayed via any social media application or information obtained directly or indirectly from a student or other person that constitutes a crime under NH law or that may impact life safety shall be provided to an SRO or other appropriate Merrimack Police Department official as soon as practical. School staff shall only obtain the minimal facts and information necessary to determine whether information regarding a crime or potential crime should be reported to an SRO or other Merrimack Police Department official. School staff shall not conduct inquiries beyond minimal facts in cases that involve a crime or potential or alleged criminal acts. Once information is developed regarding a crime or possible crime or an allegation of a crime is developed by school staff no further inquiry shall be made by school staff pending an official investigation by the Merrimack Police Department except in exigent circumstances when it is necessary to protect a person from imminent serious bodily injury.

4.0. Supervision of SRO

4.1. SRO's shall abide by the rules, regulations and policies of their respective police department and be familiar with any school handbook(s) pertaining to school policies. Should conflicts in these rules, regulations and policies occur the SRO will consult with a police supervisor. School administration should contact the SRO Supervisor to report commendable performance, discuss issues or report concerns involving SRO's.

4.2 SROs shall complete and file Merrimack Police Department incident reports, offense reports, arrest reports and/or accident reports consistent with Merrimack Police Department policy and procedure. When SROs complete an incident report it will be filed with their supervisor by the following business day.

4.3 SROs may be asked to cover regular duty shifts during times that school is closed and/or on days when students are not attending school.

4.4 The SRO Supervisor should encourage open lines of communication between the school(s) and the Police Department. The SRO Supervisor should meet with the school principal(s) at least three times during each school year. If possible, the initial SRO supervisor/principal meeting should be held prior to the start of the school year and be devoted to reviewing school/Police Department expectations and clarifying any policies/procedures that might be in question. The second meeting should occur mid-year and involve evaluating the SRO's performance as well as identifying and resolving of any concerns.

4.5 The principal and Police Department will collaborate while selecting a new SRO to discuss any special needs or concerns at their school. Principals should share any relevant information they may have.

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Between Town of Merrimack and Merrimack School District

5.0 Responsibilities and Duties of School Principal

5.1 It is the responsibility of the principal to facilitate effective communications between the SRO and the school staff. The principal of the school shall meet on a regular basis with the assigned SRO.

5.2 The principal is responsible for immediately reporting to the SRO; acts of theft, destruction, or violence as defined in New Hampshire R.S.A. 193-D entitled "Safe School Zones." In addition to the requirements of 193-D, the principal shall immediately report the following conduct to the SRO; any conduct involving firebombs, explosive or incendiary materials or devices, hoax or otherwise, or chemical bombs on a school bus, on school property, or at a school sponsored activity; any threats or false threats to bomb made against school personnel or involving school property and/or school buses.

5.3 In an emergency situation, the school should notify the SRO or call the Police Department if the SRO is not available. Information that is not of an emergency nature may be held for action by the SRO upon his or her return to duty.

5.4 Any criminal enforcement action taken by the SRO which results in the charging of a student with a crime will be supported by the principal and/or school employees by their appearance in court when necessary to provide testimony relevant to the case.

5.5 The principal shall relinquish to a police representative all illegal substances and/or contraband as soon as discovered/seized.

5.6 The principal shall meet with the SRO Supervisor and the school shall provide information to the SRO Supervisor to assist in preparing for the annual evaluation of the SRO's performance.

5.7 Principals are encouraged to consult with the SRO Supervisor prior to the selection of a new SRO to share any relevant information on the needs or concerns of the school.

6.0. Investigation and Questioning of Students

6.1. When it becomes necessary for an SRO or any other law enforcement officer to interview a student on school premises, the principal (or designee) should be contacted whenever practicable. The interview will be conducted pursuant to state law and attorney general guidelines.

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7.0 Arrest Procedures

7.1 SROs are expected to be familiar with school rules and their application with the school. Routinely, rule infractions will not be handled as violations of law, but instead referred to the principal (or designee) for action. Any questions related to the enforcement of rules versus laws within the school should be discussed with the principal. This specifically applies to general standards of conduct.

7.2 The arrest of a student or employee of the school with a warrant or petition should be coordinated with the principal and accomplished after school hours, whenever practical. The Merrimack Police Department will strive to avoid the arrest of any student or staff on school property when school is in session; however, both parties recognize situations may occur when the arrest of a student or school employee must occur on school property while school is in session.

8.0 Search and Seizure

8.1 School officials may conduct searches of student's property and person under their jurisdiction when reasonable suspicion exists that the search will reveal evidence that the student has violated or is violating either the law or the rules of the school. The standard for the search is reasonable suspicion.

8.2 The SRO should not become involved in administrative (school related) searches unless specifically requested by the school for security, protection, or handling of contraband. These searches must be at the direction and control of the school official. At no time shall the SRO request an administrative search be conducted for law enforcement purposes or have the administrator act as his/her agent.

9.0 Administrative Hearings

9.1 The SRO will attend suspension and/or expulsion hearings upon request of the school principal. He/she will be prepared to provide testimony on any actions that were taken by the officer and any personally observed conduct witnessed by the officer.

9.2 The SRO shall provide police department documents and juvenile records pursuant to department policy and state law.

9.3 When a subpoena for official records, reports, or documents for an administrative school hearing, is received by the Police Department, any action will be coordinated by the office of the Police Chief, the County Attorney, and the School Board Attorney.

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10.0 Sharing Information

10.1 Consistent with the basic tenets of the relationship between the school principal and the SRO described in this Memorandum of Understanding, open communication is essential to effectiveness. SROs should exchange information with the school principal regarding students' involvement in criminal activity when the safety of any students and/or staff is at risk in and around the school. This may be limited to that which relates to and contributes to the safety of the school and/or the community in which they serve.

10.2 The school should confer with the police department prior to their release of any shared police information.

10.3 The SRO shall provide police department documents and juvenile records pursuant to department policy and state law.

11.0 Equipment

11.1 Whenever practicable, the School should provide an office with adequate work and storage space for the SRO's materials and personal effects. The space should include an area which is sufficient for him/her to meet with students, parents, and/or school staff/administrators. Additionally, the School should provide a computer for the SRO to utilize in order to access school databases, security cameras, and the email system.

11.2 Whenever practicable, possible the Merrimack School District should authorize access of video surveillance systems inside the school district to the Merrimack Police Department and the Merrimack Communications Center. The scope of access will be limited to emergency situations - if knowledge of the information is necessary to protect the health or safety of the student or other individuals.

11.2.1 Whenever practicable, the School District should authorize access of video surveillance systems inside the school district to the Police Department. The access will allow the SRO to monitor activity within the school for security and investigative purposes. The SRO should be allowed to make copies of any videos for security, investigative and for evidentiary purposes as allowed by law.

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12.0 Conclusion

12.1 This policy represents mutually agreed upon goals and objectives of the Merrimack Police Department and the Merrimack School district for the School Resource Officer Program.

12.2 This endeavor is a partnership between education and law enforcement to support a collaborative multi-faceted approach to prevent crime and to intervene in the acts of such in schools as well as provide more security and safety to both students and staff. Regular meetings shall be conducted between the Police Department and School Officials to support this partnership.

12.3 This agreement may be terminated without cause by either party upon 30 days prior written notice to the other party. It shall be reviewed annually and amended as necessary to meet the needs of the signatory agencies.

12.4 This Memorandum of Understanding shall not be construed to create or substantiate any right or claim on the part of any person or entity, which is not party hereto.

12.5 The cost of the School Resource Officer will be as agreed upon by the School District and the Police Department.

Signed:

Chief of Police

Superintendent of Schools

Date

Date

USE OF PHYSICAL RESTRAINT/SECLUSION

Introduction

The Merrimack School District authorizes staff members to use physical restraints and seclusion in limited situations. In addition, it is expected that school staff will implement positive and constructive methods to de-escalate potentially dangerous situations, prior to any use of physical restraint or seclusion.

A. Prevention Strategies

To the extent possible, the Merrimack School District will collaborate with the parent/guardian to identify appropriate and effective techniques for supporting positive student behavior. This shall include all strategies identified in any formal plan such as an Individual Education Plan (IEP), 504 Accommodation Plan or other Behavior Intervention Plan. Additionally, the parent/guardian will be asked to share relevant information with school personnel. The parent and/or the district may request and/or conduct assessments for students who may cause potentially dangerous situations.

Ultimately, it is the responsibility of the District to provide for the safety of all students. The general welfare and safety of both the student and others must be considered at all times. In dangerous situations where the student can cause serious, probable and imminent bodily harm to himself/herself or others, restraint or seclusion may be used. The Merrimack School District will provide the parent/guardian with a copy of the Policy and Procedures for the Use of Physical Restraint and Seclusion.

B. Definitions (RSA 126-U:1) amended 09/30/2014)

1. "Child" means a person who has not reached the age of 18 years and who is not under adult criminal prosecution or sentence of actual incarceration resulting therefrom, either due to having reached the age of 17 years or due to the completion of proceedings for transfer to the adult criminal justice system under RSA 169-B:24, RSA 169-B:25, or RSA 169-B:26. "Child" also includes a person in actual attendance at a school who is less than 22 years of age and who has not received a high school diploma.
2. "Restraint" means bodily physical restriction, mechanical devices, or any device that immobilizes a person or restricts the freedom of movement of the torso, head, arms, or legs. It includes mechanical restraint, physical restraint, and medication restraint used to control behavior in an emergency or any involuntary medication. It is limited to actions taken by persons who are school district staff members, contractors, or otherwise under the control or direction of the Merrimack School District.
 - a. "Medication restraint" occurs when a child is given medication involuntarily for the purpose of immediate control of the child's behavior.
 - b. "Mechanical restraint" occurs when a physical device or devices are used to restrict the movement of a child or the movement or normal function of a portion of his or her body.

USE OF PHYSICAL RESTRAINT/SECLUSION
(continued)

- c. "Physical restraint" occurs when a manual method is used to restrict a child's freedom of movement or normal access to his or her body.
3. "Restraint" shall not include the following:
- a. Brief touching or holding to calm, comfort, encourage, or guide a child, so long as limitation of freedom of movement of the child does not occur.
 - b. The temporary holding of the hand, wrist, arm, shoulder, or back for the purposes of encouraging a child to stand, if necessary, and then walk to a safe location, so long as the child is in an upright position and moving toward a safe location.
 - c. Physical devices, such as orthopedically prescribed appliances, surgical dressings and bandages, and supportive body bands, or other physical holding when necessary for routine physical examinations and tests or for orthopedic, surgical, and other similar medical treatment purposes, or when used to provide support for the achievement of functional body position or proper balance or to protect a person from falling out of bed, or to permit a child to participate in activities without the risk of physical harm.
 - d. The use of seat belts, safety belts, or similar passenger restraints during the transportation of a child in a motor vehicle.
 - e. The use of force by a person to defend himself or herself or a third person from what the actor reasonably believes to be the imminent use of unlawful force by a child, when the actor uses a degree of such force which he or she reasonably believes to be necessary for such purpose and the actor does not immobilize a child or restrict the freedom of movement of the torso, head, arms, or legs of any child.
4. "Serious Injury" means any harm to the body which requires hospitalization or results in the fracture of any bone, non-superficial lacerations, injury to any internal organ, second- or third-degree burns, or any severe, permanent, or protracted loss of or impairment to the health or function of any part of the body.
5. "Seclusion" means the involuntary placement of a child alone in a place where no other person is present and from which the particular child is unable to exit, either due to physical manipulation by a person, a lock, or other mechanical device or barrier. The term does not include the voluntary separation of a child from a stressful environment for the purpose of allowing the child to regain self-control, when such a separation is to an area which a child is able to leave. Seclusion does not include circumstances in which there is no physical barrier between the child and any other person or the child is physically able to leave the place. A circumstance may be considered seclusion even if a window or other device for visual observation is present, if the other elements of this definition are satisfied.

USE OF PHYSICAL RESTRAINT/SECLUSION
(continued)

6. "Intentional Physical Contact" means contact by a school employee with a child, in response to a child's aggression, misconduct, or disruptive behavior, and includes, but is not limited to blocking of a blow, forcible release from a grasp, or other significant and intentional physical contact with a child demonstrating disruptive or assaultive behaviors.
- a. Intentional physical contact does not include escorting a child from an area by way of holding of the hand, wrist, arm, shoulder, or back to induce the child to walk to a safe location, unless the child is actively combative, assaultive, or self-injurious while being escorted.
 - b. Intentional physical contact does not include actions such as separating children from each other, directing a child to stand, or otherwise physically preparing a child to be escorted.
 - c. Intentional physical contact does not include incidental or minor contact, such as for the purpose of gaining a ~~non-compliant misbehaving~~ child's attention.
 - d. Intentional physical contact does not include the use of seat belts, safety belts, or similar passenger restraints during the transportation of a child in a motor vehicle.
 - e. ~~Intentional physical contact does not include the use of force by a person to defend himself or herself or a third person from what the staff member reasonably believes to be the imminent use of unlawful force by a child, when the staff member uses a degree of such force which he or she reasonably believes to be necessary for such purpose and the actor does not immobilize a child or restrict the freedom of movement of the torso, head, arms, or legs of any child. Intentional physical contact does not include an incident of restraint or seclusion.~~

C. Physical Restraint May Only Be Used In Emergency Situations Only When The Following Conditions Exist (RSA 126-U:5):

- 1. Physical restraint shall only be used to ensure the immediate physical safety of persons when there is a substantial and imminent risk of serious bodily harm to the child or others. The determination of whether the use of restraint is justified under this section may be made with consideration of all relevant circumstances, including whether continued acts of violence by a child to inflict damage to property will create a substantial risk of serious bodily harm to the child or others. Physical restraint will be used only by trained personnel using extreme caution when all other interventions have failed or have been deemed inappropriate.
- 2. Restraint shall never be used explicitly or implicitly as punishment for the behavior of a child.

USE OF PHYSICAL RESTRAINT/SECLUSION
(continued)

3. The use of restraint is limited to physical restraint and mechanical restraint (when necessary for the safe transport of pupils as described in Section ~~L~~ K of this policy).
4. ~~Restraint shall only be used when all other positive interventions have failed, or the level of immediate risk prohibits exhausting other means.~~ Staff authorized to utilize restraint will be trained in the Nonviolent Crisis Intervention Program (CPI) and/or its equivalent as determined by the Superintendent of Schools or his/her designee. A team approach should be used, when possible, in situations that involve restraint. Untrained staff ~~is~~ **are** prohibited from utilizing restraint and ~~is~~ **are** limited to physically intervening by using the minimal amount of physical contact with the student to protect the student and ensure the safety of others until trained staff is available.

D. Authorization and Monitoring of Extended Restraint (RSA 126-U:11)

1. A child in restraint shall be continuously and directly observed by school personnel trained in the safe use of restraint.
2. Restraint shall not be imposed for longer than is necessary to protect the child or others from the substantial and imminent risk of serious bodily harm.
3. No period of restraint of a child may exceed 15 minutes without the approval of a ~~the~~ **Principal or** supervisory employee designated by the Principal to provide such approval.
4. No period of restraint of a child may exceed 30 minutes unless a face-to-face assessment of the mental, emotional, and physical well-being of the child is conducted by ~~the~~ **Principal or** a supervisory employee designated by the Principal who is trained to conduct such assessments. The assessment shall also include a determination of whether the restraint is being conducted safely and for a purpose authorized by RSA 126-U. Such assessments will be repeated at least every 30 minutes during the period of restraint. Each such assessment will be documented in writing and such records will be retained by the facility or school as part of the written notification required in RSA 126-U:7, III and ~~Section J I~~ of this Policy.

E. Prohibition of Dangerous Restraint Techniques (RSA 126-U:4)

Use ~~or threatened use~~ of the following restraint and behavior control techniques is prohibited:

1. Any physical restraint or containment technique that:
 - a. obstructs a child's respiratory airway or impairs the child's breathing or respiratory capacity or restricts the movement required for normal breathing;
 - b. places pressure or weight on, or causes the compression of, the chest, lungs, sternum, diaphragm, back, or abdomen of a child;
 - c. obstructs the circulation of blood;

USE OF PHYSICAL RESTRAINT/SECLUSION
(continued)

- d. involves pushing on or into the child's mouth, nose, eyes, or any part of the face or involves covering the face or body with anything, including soft objects such as pillows, blankets, or washcloths; or
 - e. endangers a child's life or significantly exacerbates a child's medical condition.
2. The intentional infliction of pain, including the use of pain inducement to obtain compliance.
 3. The intentional release of noxious, toxic, caustic, or otherwise unpleasant substances near a child for the purpose of controlling or modifying the behavior of or punishing the child.
 4. Any technique that unnecessarily subjects the child to ridicule, humiliation, or emotional trauma.

F. Risks of Restraint

- ~~1. All physical restraints involve some risk. This may include injury, including in rare instances, death to the person being restrained and/or to staff. Restraint related position asphyxiation or other physical injuries can occur. For this reason, it is essential that staff is trained in appropriate techniques that minimize the possibilities of risk.~~
- ~~2. There is also the risk of psychological impact in using restraints. An individual's past experience with abuse or the fear involved with being restrained may cause unanticipated responses. Staff should be aware that for some students the use of physical restraint might have the unintended consequence of acting as a positive reinforcer for their behavior.~~
- ~~3. In addition, employees of the Merrimack School District should be conscious of individual perceptions, experiences and cultural orientation and recognize that for some students any touching may be unwelcome and misinterpreted despite good intentions. In these situations, touching the student may evoke an extreme and intense response and make the use of restraint more dangerous for both student and staff. (RSA126-U:10 & RSA126-U:12)~~

F. Limitation on the Use of Seclusion (RSA 126-U:5-a)

1. Seclusion may not be used as a form of punishment or discipline. It may only be used when a child's behavior poses a substantial and imminent risk of physical harm to ~~a the~~ child or to others, and may only continue until that danger has dissipated.
2. Seclusion shall only be used as a last resort by trained personnel after other ~~attempts approaches~~ to control the behavior have been attempted and been unsuccessful, or are reasonably concluded to be unlikely to succeed based on the history of actual attempts to control the behavior of a particular child.

USE OF PHYSICAL RESTRAINT/SECLUSION
(continued)

3. Seclusion will not be used in a manner that unnecessarily subjects the child to the risk of ridicule, humiliation, or emotional or physical harm.

G. Conditions of Seclusion (RSA 126-U: 5-b)

1. **When permitted**, seclusion may only be imposed in rooms which:
 - a. Are of a size which is appropriate for the chronological and developmental age, size, and behavior of the children placed in them.
 - b. Have a ceiling height that is comparable to the ceiling height of the other rooms in the building in which they are located.
 - c. Are equipped with heating, cooling, ventilation, and lighting systems that are comparable to the systems that are in use in the other rooms of the building in which they are located.
 - d. Are free of any object that poses a danger to the children being placed in **the** rooms.
 - e. Have doors which are either not equipped with locks, or are equipped with devices that automatically disengage the lock in case of an emergency. For the purpose of this subparagraph, an “emergency” includes, but is not limited to:
 - I. The need to provide direct and immediate medical attention to a child;
 - II. Fire;
 - III. The need to remove the child to a safe location during a building lockdown; or
 - IV. Other critical situations that may require immediate removal of a child from a seclusion to a safe location.
 - f. Are equipped with unbreakable observation windows or equivalent devices to allow safe, direct, and uninterrupted observation of every part of the room.
2. Each use of seclusion will be directly and continuously visually and auditorily monitored by a person trained in the safe use of seclusion.

H. Training

The Superintendent, Director of Special Services and Principals in the Merrimack School District will confer on an annual basis to designate specific personnel to be trained in the use of physical restraint procedures and seclusion **procedures**. Staff will be trained in the Nonviolent Crisis Intervention Program (CPI) and/or its equivalent as determined by the Superintendent of Schools or his/her designee.

USE OF PHYSICAL RESTRAINT/SECLUSION
(continued)

I. Reporting Requirements and Parental Notification (RSA 126-U:7)

Appropriate personnel will use the following protocol after each **incident use of restraint or seclusion**:

1. The staff member involved should verbally notify the Principal or his/her designee as soon as possible.
2. Unless prohibited by a court order, the Principal or his/her designee will **verbally notify the parent/guardian and guardian ad litem ~~no as soon as practicable, and in no event later than the time of the return of the child to the parent or guardian or the end of the business day, whichever is earlier.~~** Notification will be made in a manner calculated to give the parent/guardian actual notice of the incident at the earliest practicable time.
3. The staff member(s) ~~involved with the who used the~~ physical restraint or seclusion will have the opportunity to meet with his/her supervisors after the incident. The purpose of the meeting is to have the staff process the incident, assess precipitating factors that led to the physical restraint or seclusion and look at what could have been done to prevent the restraint or seclusion. The supervisor will provide support to the staff member and determine when the staff member(s) shall return to his/her duties.
4. The Superintendent is authorized to develop a reporting form or other documents necessary to satisfy these reporting requirements. A Merrimack School District employee who uses physical restraint or seclusion, or if the employee is unavailable, an administrator/supervisor of such employee, shall within **5 business** days after the occurrence, submit a written Merrimack School District Restraint or Seclusion report containing the following information to the Principal or his/her designee, and the Superintendent:
 - (a) The date, time, and duration of the use of restraint or seclusion.
 - (b) A description of the actions of the child before, during, and after the occurrence.
 - (c) A description of any other relevant events preceding the use of physical restraint or seclusion, including the justification for initiating the use of physical restraint or seclusion.
 - (d) The names of the persons involved in the occurrence.
 - (e) A description of the actions of the faculty or school employees involved before, during, and after the occurrence.
 - (f) A description of any interventions used prior to the use of the physical restraint or seclusion.
 - (g) A description of the seclusion or physical restraint used, including any technique/hold used and the reason the technique/hold was necessary.
 - (h) A description of any injuries sustained by, and any medical care administered to, the child, employees, or others before, during, or after the use of physical restraint or seclusion.

USE OF PHYSICAL RESTRAINT/SECLUSION
(continued)

- (i) A description of any property damage associated with the occurrence.
 - (j) A description of actions taken to address the emotional needs of the child during and following the physical restraint or seclusion incident.
 - (k) A description of future actions to be taken to address the child's problem behaviors.
 - (l) The name(s) and position of the employee completing the report.
 - (m) The anticipated date of the final report.
5. Unless prohibited by court order, the **Superintendent Principal** or designee will, **within 2 business** days of receipt of the notification required in the above paragraph, send by first class mail to the child's parent/guardian and the guardian ad litem the information contained in the notification/report. Each notification/report prepared under this section will be retained by the school for review in accordance with rules adopted under RSA 541-A by the State Board of Education and the Department of Health and Human Services. A copy of reports and communications will be placed in the student's file.
6. **School Review Following the Use of Restraint or Seclusion.** Upon information that restraint or seclusion has been used for the first time upon a child with a disability as defined in RSA 186-C:2, I or a child who is receiving services under Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. section 701, and its implementing regulations, the school shall review the individual educational program and/or Section 504 plan and make such adjustments as are indicated to eliminate or reduce the future use of restraint or seclusion. A parent or guardian of a child with a disability may request such a review at any time following an instance of restraint or seclusion and such request shall be granted if there have been multiple instances of restraint or seclusion since the last review.
7. Whenever a school employee has intentional physical contact with a child which is in response to a child's aggression, misconduct, or disruptive behavior, a representative of the school will make reasonable efforts to promptly notify the parent/guardian. Such notification will be made no later than the time of the return of the child to the parent or guardian or the end of the business day, whichever is earlier. **Notification shall be made in a manner calculated to give the parent or guardian actual notice of the incident at the earliest practicable time.**
- a. Notification of intentional physical contact is not required:
 - I. When a child is escorted from an area by way of holding of the hand, wrist, arm, shoulder, or back to induce the child to walk to a safe location. However, if the child is actively combative, assaultive, or self-injurious while being escorted, the intentional physical contact notice requirements shall apply.
 - II. When actions are taken such as separating children from each other, including a child to stand, or otherwise physically preparing a child to be escorted.

USE OF PHYSICAL RESTRAINT/SECLUSION
(continued)

- III. When the contact with the child is incidental or minor, such as for the purposes of gaining a misbehaving child's attention. However, blocking a blow, forcible release from a grasp, or other significant and intentional physical contact with a disruptive or assaultive child will be subject to the intentional physical contact notice requirements.
- IV. When an incident constitutes restraint or seclusion and is subject to the notification requirements set forth above.
- b. When notification is required, the school shall, within 5 business days of the occurrence, prepare a written description of the incident. The written description shall include at least the following information:
 - I. The date and time of the incident
 - II. A brief description of the actions of the child before, during and after the occurrence
 - III. The names of the persons involved in the occurrence
 - IV. A brief description of the actions of the facility or school employees involved before, during, and after the occurrence
 - V. A description of any injuries sustained by, and any medical care administered to, the child, employees, or others before, during, or after the incident.

J. Serious Injury or Death during Incidents of Restraint or Seclusion (RSA 126-U:10, II)

- 1. In cases involving serious injury or death to a child subject to restraint or seclusion in a school, the Superintendent or designee will, in addition to the provisions of RSA 126-U:7 (described in *Section JK* of this policy), notify the commissioner of the department of education, the attorney general, and the Disabilities Rights Center, the state's federally-designated protection and advocacy agency for individuals with disabilities. Such notice to these entities will include the written notification required in RSA 126-U:7,II within five business days.

K. Transportation (RSA 126-U:12)

- 1. The school district will not use mechanical restraints during the transportation of children unless case specific circumstances dictate that such methods are necessary.
- 2. Whenever a child is transported to a location outside the school, the Superintendent Principal or designee will ensure that all reasonable and appropriate measures consistent with public safety are made to transport or escort the child in a manner which:
 - a) Prevents physical and psychological trauma;
 - b) Respects the privacy of the child; and
 - c) Represents the least restrictive means necessary for the safety of the child.

USE OF PHYSICAL RESTRAINT/SECLUSION
(continued)

3. Whenever a child is transported using mechanical restraints, the Superintendent or designee will document in writing the reasons for the use of the mechanical restraints; such documentation shall be treated as a notification of restraint under Section J of this policy.

L. Special Education Students (RSA 126-U:14)

Upon information that restraint or seclusion has been used for the first time upon a child with a disability as defined in RSA 186-C:2, I or a child who is receiving services under Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. section 701, and its implementing regulations, the school shall review the individual educational program and/or Section 504 plan and make such adjustments as are indicated to eliminate or reduce the future use of restraint or seclusion. A parent or guardian of a child with a disability may request such a review at any time following an instance of restraint or seclusion and such request shall be granted if there have been multiple instances of restraint or seclusion since the last review.

M. School Resource Officers and Emergency Responders

The School Resource officer is considered a contractor of the school district and the Physical Restraint, Intentional Physical Contact and Seclusion provisions apply. Documentation and notification requirements of this policy shall be consistent with the district policy and procedure. However, nothing in this policy, prohibits the School Resource Officer (SRO), or other emergency responders, from utilizing restraint, including mechanical restraint, when deemed necessary by the officer to complete the necessary functions of the duties assigned to them by their Employment Agency. Moreover, nothing in this policy prohibits the SRO from using restraint when it is consistent with the law.

N. Annual Review Process

1. The Merrimack School Board will annually review its written policy and procedures regarding the use of restraint and seclusion.
2. The Superintendent of Schools or his/her designee is authorized to establish procedures and create forms for managing the behavior of children. Such procedures shall be consistent with this policy and all applicable laws. The Superintendent is further authorized to establish any other procedures and forms necessary to implement this policy and/or any other legal requirements.
 - a. The Superintendent of Schools or his/her designee shall ensure that all relevant personnel are aware of the District Use of Physical Restraint/ Seclusion Policy and Procedures.

- b. Principals will annually identify staff members who serve as school-wide resources to serve on a committee to assist in ensuring proper administration of physical restraint and/or seclusion. The database is maintained by CPI trainers in each building.
- c. Committee shall review at a minimum, the following components related to the use of restraint. These include an analysis of the following components:
 - I. Incident reports;
 - II. Procedures used during physical restraint, including the proper administration of specific district approved physical restraint techniques;
 - III. Preventative measures or alternatives tried, techniques or accommodations used to avoid or eliminate the need of the future use of physical restraint;
 - IV. Documentation and follow up of interventions made to eliminate the need for future use of physical restraint;

**USE OF PHYSICAL RESTRAINT/SECLUSION
(continued)**

- V. Injuries incurred during a physical restraint;
 - VI. Notification procedures;
 - VII. Staff training needs;
 - VIII. Specific patterns related to staff or student incidents; and
 - IX. Environmental considerations, including physical space, student seating arrangements, and noise levels.
- 3. Upon review of the data, the committee shall identify any issues and/or practices that require further attention and provide written recommendations to the Superintendent of Schools.
 - 4. Further, the Committee can recommend review of the training program to ensure the most current knowledge and techniques are reflected in the district's policy of physical restraint and seclusion.

O. Duty To Report Violation (Ed 1202.01(e))

When a school employee has reason to believe that the action of another constituted a violation of the restraint and seclusion law and misconduct, or suspected misconduct, pursuant to ED 510, the employee must report this incident to the Principal or Superintendent's designee within 24 hours of the suspected misconduct.

The Superintendent of Schools shall develop a procedure and ensure that all employees are aware of, and understand, their duty to report suspected violations of the restraint and seclusion law. In situations where it is determined that no violations occurred, documentation, including the evidence used to make the determination, must remain on file at [REDACTED].

No school nor any employee, contractor, consultant nor volunteer thereof, shall subject any individual to harassment or retaliation for filing, in good faith, a report under RSA 126-U, Ed 1200, and/or this policy.

Legal References:

- RSA 126-U, Limiting the Use of Child Restraint Practices
- Title LXII Criminal Code, Chapter 627:6

1st Reading: June 1, 2015

2nd Review: June 15, 2015

3rd Review: July 13, 2015

Adoption: August 17, 2015

1st Reading: October 3, 2022

2nd Review:

Revised:

DRAFT

USE OF PHYSICAL RESTRAINT/SECLUSION**Introduction**

The Merrimack School District authorizes staff members to use physical restraints and seclusion in limited situations. In addition, it is expected that school staff will implement positive and constructive methods to de-escalate potentially dangerous situations, prior to any use of physical restraint or seclusion.

A. Prevention Strategies

To the extent possible, the Merrimack School District will collaborate with the parent/guardian to identify appropriate and effective techniques for supporting positive student behavior. This shall include all strategies identified in any formal plan such as an Individual Education Plan (IEP), 504 Accommodation Plan or other Behavior Intervention Plan. Additionally, the parent/guardian will be asked to share relevant information with school personnel. The parent and/or the district may request and/or conduct assessments for students who may cause potentially dangerous situations.

Ultimately, it is the responsibility of the District to provide for the safety of all students. The general welfare and safety of both the student and others must be considered at all times. In dangerous situations where the student can cause serious, probable and imminent bodily harm to himself/herself or others, restraint or seclusion may be used. The Merrimack School District will provide the parent/guardian with a copy of the Policy and Procedures for the Use of Physical Restraint and Seclusion.

B. Definitions (RSA 126-U:1 amended 09/30/2014)

1. "Child" means a person who has not reached the age of 18 years and who is not under adult criminal prosecution or sentence of actual incarceration resulting therefrom, either due to having reached the age of 17 years or due to the completion of proceedings for transfer to the adult criminal justice system under RSA 169-B:24, RSA 169-B:25, or RSA 169-B:26. "Child" also includes a person in actual attendance at a school who is less than 22 years of age and who has not received a high school diploma.
2. "Restraint" means bodily physical restriction, mechanical devices, or any device that immobilizes a person or restricts the freedom of movement of the torso, head, arms, or legs. It includes mechanical restraint, physical restraint, and medication restraint used to control behavior in an emergency or any involuntary medication. It is limited to actions taken by persons who are school district staff members, contractors, or otherwise under the control or direction of the Merrimack School District.
 - a. "Medication restraint" occurs when a child is given medication involuntarily for the purpose of immediate control of the child's behavior.
 - b. "Mechanical restraint" occurs when a physical device or devices are used to restrict the movement of a child or the movement or normal function of a portion of his or her body.
 - c. "Physical restraint" occurs when a manual method is used to restrict a child's freedom of movement or normal access to his or her body.

USE OF PHYSICAL RESTRAINT/SECLUSION
(continued)

3. "Restraint" shall not include the following:
 - a. Brief touching or holding to calm, comfort, encourage, or guide a child, so long as limitation of freedom of movement of the child does not occur.
 - b. The temporary holding of the hand, wrist, arm, shoulder, or back for the purposes of encouraging a child to stand, if necessary, and then walk to a safe location, so long as the child is in an upright position and moving toward a safe location.
 - c. Physical devices, such as orthopedically prescribed appliances, surgical dressings and bandages, and supportive body bands, or other physical holding when necessary for routine physical examinations and tests or for orthopedic, surgical, and other similar medical treatment purposes, or when used to provide support for the achievement of functional body position or proper balance or to protect a person from falling out of bed, or to permit a child to participate in activities without the risk of physical harm.
4. "Serious Injury" means any harm to the body which requires hospitalization or results in the fracture of any bone, non-superficial lacerations, injury to any internal organ, second- or third-degree burns, or any severe, permanent, or protracted loss of or impairment to the health or function of any part of the body.
5. "Seclusion" means the involuntary placement of a child alone in a place where no other person is present and from which the particular child is unable to exit, either due to physical manipulation by a person, a lock, or other mechanical device or barrier. The term does not include the voluntary separation of a child from a stressful environment for the purpose of allowing the child to regain self-control, when such a separation is to an area which a child is able to leave. Seclusion does not include circumstances in which there is no physical barrier between the child and any other person or the child is physically able to leave the place. A circumstance may be considered seclusion even if a window or other device for visual observation is present, if the other elements of this definition are satisfied.
6. "Intentional Physical Contact" means contact by a school employee with a child, in response to a child's aggression, misconduct, or disruptive behavior, and includes, but is not limited to blocking of a blow, forcible release from a grasp, or other significant and intentional physical contact with a child demonstrating disruptive or assaultive behaviors.
 - a. Intentional physical contact does not include escorting a child from an area by way of holding of the hand, wrist, arm, shoulder, or back to induce the child to walk to a safe location, unless the child is actively combative, assaultive, or self-injurious while being escorted.
 - b. Intentional physical contact does not include actions such as separating children from each other, directing a child to stand, or otherwise physically preparing a child to be escorted.

USE OF PHYSICAL RESTRAINT/SECLUSION**(continued)**

- c. Intentional physical contact does not include incidental or minor contact, such as for the purpose of gaining a non-compliant child's attention.
- d. Intentional physical contact does not include the use of seat belts, safety belts, or similar passenger restraints during the transportation of a child in a motor vehicle.
- e. Intentional physical contact does not include the use of force by a person to defend himself or herself or a third person from what the staff member reasonably believes to be the imminent use of unlawful force by a child, when the staff member uses a degree of such force which he or she reasonably believes to be necessary for such purpose and the actor does not immobilize a child or restrict the freedom of movement of the torso, head, arms, or legs of any child.

C. Physical restraint may only be used in emergency situations only when the following conditions exist:

- 1. Physical restraint shall only be used to ensure the immediate physical safety of persons when there is a substantial and imminent risk of serious bodily harm to the child or others. The determination of whether the use of restraint is justified under this section may be made with consideration of all relevant circumstances, including whether continued acts of violence by a child to inflict damage to property will create a substantial risk of serious bodily harm to the child or others. Physical restraint will be used only by trained personnel using extreme caution when all other interventions have failed or have been deemed inappropriate.
- 2. Restraint shall never be used explicitly or implicitly as punishment for the behavior of a child.
- 3. The use of restraint is limited to physical restraint and mechanical restraint when necessary for the safe transport of pupils as described in Section L of this policy.
- 4. Restraint shall only be used when all other positive interventions have failed, or the level of immediate risk prohibits exhausting other means.
- 5. Staff authorized to utilize restraint will be trained in the Nonviolent Crisis Intervention Program (CPI) and/or its equivalent as determined by the Superintendent of Schools or his/her designee. A team approach should be used, when possible, in situations that involve restraint. Untrained staff is prohibited from utilizing restraint and is limited to physically intervening by using the minimal amount of physical contact with the student to protect the student and ensure the safety of others until trained staff is available.

USE OF PHYSICAL RESTRAINT/SECLUSION
(continued)

D. Authorization and Monitoring of Extended Restraint (RSA 126-U:11)

1. A child in restraint shall be continuously and directly observed by school personnel trained in the safe use of restraint.
2. Restraint shall not be imposed for longer than is necessary to protect the child or others from the substantial and imminent risk of serious bodily harm.
3. No period of restraint of a child may exceed 15 minutes without the approval of a supervisory employee designated by the Principal to provide such approval.
 - a. No period of restraint of a child may exceed 30 minutes unless a face-to-face assessment of the mental, emotional, and physical well-being of the child is conducted by a supervisory employee designated by the Principal who is trained to conduct such assessments. The assessment shall also include a determination of whether the restraint is being conducted safely and for a purpose authorized by RSA 126-U. Such assessments will be repeated at least every 30 minutes during the period of restraint. Each such assessment will be documented in writing and such records will be retained by the facility or school as part of the written notification required in RSA 126-U:7, III and *Section J* of this Policy.

E. Prohibition of Dangerous Restraint Techniques (RSA 126-U:4)

Use of the following restraint and behavior control techniques is prohibited:

1. Any physical restraint or containment technique that:
 - a. obstructs a child's respiratory airway or impairs the child's breathing or respiratory capacity or restricts the movement required for normal breathing;
 - b. places pressure or weight on, or causes the compression of, the chest, lungs, sternum, diaphragm, back, or abdomen of a child;
 - c. obstructs the circulation of blood;
 - d. involves pushing on or into the child's mouth, nose, eyes, or any part of the face or involves covering the face or body with anything, including soft objects such as pillows, blankets, or washcloths; or
 - e. endangers a child's life or significantly exacerbates a child's medical condition.
2. The intentional infliction of pain, including the use of pain inducement to obtain compliance.
3. The intentional release of noxious, toxic, caustic, or otherwise unpleasant substances near a child for the purpose of controlling or modifying the behavior of or punishing the child.
4. Any technique that unnecessarily subjects the child to ridicule, humiliation, or emotional trauma.

USE OF PHYSICAL RESTRAINT/ SECLUSION
(continued)

F. Risks of Restraint

1. All physical restraints involve some risk. This may include injury, including in rare instances, death to the person being restrained and/or to staff. Restraint related position asphyxiation or other physical injuries can occur. For this reason, it is essential that staff is trained in appropriate techniques that minimize the possibilities of risk.
2. There is also the risk of psychological impact in using restraints. An individual's past experience with abuse or the fear involved with being restrained may cause unanticipated responses. Staff should be aware that for some students the use of physical restraint might have the unintended consequence of acting as a positive reinforcer for their behavior.
3. In addition, employees of the Merrimack School District should be conscious of individual perceptions, experiences and cultural orientation and recognize that for some students any touching may be unwelcome and misinterpreted despite good intentions. In these situations, touching the student may evoke an extreme and intense response and make the use of restraint more dangerous for both student and staff. (RSA126-U:10 & RSA126-U:12)

G. Limitation on the Use of Seclusion (RSA 126-U:5-a)

1. Seclusion may not be used as a form of punishment or discipline. It may only be used when a child's behavior poses a substantial and imminent risk of physical harm to a child or to others, and may only continue until that danger has dissipated.
2. Seclusion shall only be used as a last resort by trained personnel after other attempts to control the behavior have been attempted and been unsuccessful, or are reasonably concluded to be unlikely to succeed based on the history of actual attempts to control the behavior of a particular child.
3. Seclusion will not be used in a manner that unnecessarily subjects the child to the risk of ridicule, humiliation, or emotional or physical harm.

H. Conditions of Seclusion (RSA 126-U: 5-b)

1. Seclusion may only be imposed in rooms which:
 - a. Are of a size which is appropriate for the chronological and developmental age, size, and behavior of the children placed in them.
 - b. Have a ceiling height that is comparable to the ceiling height of the other rooms in the building in which they are located.
 - c. Are equipped with heating, cooling, ventilation, and lighting systems that are comparable to the systems that are in use in the other rooms of the building in which they are located.

USE OF PHYSICAL RESTRAINT/ SECLUSION
(continued)

- d. Are free of any object that poses a danger to the children being placed in rooms.
 - e. Have doors which are either not equipped with locks, or are equipped with devices that automatically disengage the lock in case of an emergency. For the purpose of this subparagraph, an "emergency" includes, but is not limited to:
 - I. The need to provide direct and immediate medical attention to a child;
 - II. Fire;
 - III. The need to remove the child to a safe location during a building lockdown; or
 - IV. Other critical situations that may require immediate removal of a child from a seclusion to a safe location.
 - f. Are equipped with unbreakable observation windows or equivalent devices to allow safe, direct, and uninterrupted observation of every part of the room.
2. Each use of seclusion will be directly and continuously visually and auditorially monitored by a person trained in the safe use of seclusion.

I. Training

- 1. The Superintendent, Director of Special Services and Principals in the Merrimack School District will confer on an annual basis to designate specific personnel to be trained in the use of physical restraint procedures and seclusion. Staff will be trained in the Nonviolent Crisis Intervention Program (CPI) and/or its equivalent as determined by the Superintendent of Schools or his/her designee.

J. Reporting Requirements and Parental Notification (RSA 126-U:7)

Appropriate personnel will use the following protocol after each incident:

- 1. The staff member involved should verbally notify the Principal or his/her designee as soon as possible.
- 2. Unless prohibited by a court order, the Principal or his/her designee will **verbally notify the parent/guardian and guardian ad litem no later than the time of the return of the child to the parent or guardian or the end of the business day, whichever is earlier.** Notification will be made in a manner calculated to give the parent/guardian actual notice of the incident at the earliest practicable time.

USE OF PHYSICAL RESTRAINT/ SECLUSION
(continued)

3. The staff member(s) involved with the physical restraint or seclusion will have the opportunity to meet with his/her supervisors after the incident. The purpose of the meeting is to have the staff process the incident, assess precipitating factors that led to the physical restraint or seclusion and look at what could have been done to prevent the restraint or seclusion. The supervisor will provide support to the staff member and determine when the staff member(s) shall return to his/her duties.
4. The Superintendent is authorized to develop a reporting form or other documents necessary to satisfy these reporting requirements. A Merrimack School District employee who uses physical restraint or seclusion, or if the employee is unavailable, an administrator/supervisor of such employee, shall within **5 business** days after the occurrence, submit a written Merrimack School District Restraint or Seclusion report containing the following information to the Principal or his/her designee, and the Superintendent:
 - (a) The date, time, and duration of the use of restraint or seclusion.
 - (b) A description of the actions of the child before, during, and after the occurrence.
 - (c) A description of any other relevant events preceding the use of physical restraint or seclusion, including the justification for initiating the use of physical restraint or seclusion.
 - (d) The names of the persons involved in the occurrence.
 - (e) A description of the actions of the faculty or school employees involved before, during, and after the occurrence.
 - (f) A description of any interventions used prior to the use of the physical restraint or seclusion.
 - (g) A description of the seclusion or physical restraint used, including any technique/hold used and the reason the technique/hold was necessary.
 - (h) A description of any injuries sustained by, and any medical care administered to, the child, employees, or others before, during, or after the use of physical restraint or seclusion.
 - (i) A description of any property damage associated with the occurrence.
 - (j) A description of actions taken to address the emotional needs of the child during and following the physical restraint or seclusion incident.
 - (k) A description of future actions to be taken to address the child's problem behaviors.
 - (l) The name(s) and position of the employee completing the report.
 - (m) The anticipated date of the final report.
5. Unless prohibited by court order, the Superintendent or designee will, **within 2 business** days of receipt of the notification required in the above paragraph, send by first class mail to the child's parent/guardian and the guardian ad litem the information contained in the notification/report. Each notification/report prepared under this section will be retained by the school for review in accordance with rules adopted under RSA 541-A by the State Board of Education and the Department of Health and Human Services. A copy of reports and communications will be placed in the student's file.

USE OF PHYSICAL RESTRAINT/ SECLUSION
(continued)

6. School Review Following the Use of Restraint or Seclusion. Upon information that restraint or seclusion has been used for the first time upon a child with a disability as defined in RSA 186-C:2, I or a child who is receiving services under Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. section 701, and its implementing regulations, the school shall review the individual educational program and/or Section 504 plan and make such adjustments as are indicated to eliminate or reduce the future use of restraint or seclusion. A parent or guardian of a child with a disability may request such a review at any time following an instance of restraint or seclusion and such request shall be granted if there have been multiple instances of restraint or seclusion since the last review.
7. Whenever a school employee has intentional physical contact with a child which is in response to a child's aggression, misconduct, or disruptive behavior, a representative of the school will make reasonable efforts to promptly notify the parent/guardian. Such notification will be made no later than the time of the return of the child to the parent or guardian or the end of the business day, whichever is earlier.
 - a. Notification of intentional physical contact is not required:
 - I. When a child is escorted from an area by way of holding of the hand, wrist, arm, shoulder, or back to induce the child to walk to a safe location. However, if the child is actively combative, assaultive, or self-injurious while being escorted, the intentional physical contact notice requirements shall apply.
 - II. When actions are taken such as separating children from each other, including a child to stand, or otherwise physically preparing a child to be escorted.
 - III. When the contact with the child is incidental or minor, such as for the purposes of gaining a misbehaving child's attention. However, blocking a blow, forcible release from a grasp, or other significant and intentional physical contact with a disruptive or assaultive child will be subject to the intentional physical contact notice requirements.
 - IV. When an incident constitutes restraint or seclusion and is subject to the notification requirements set forth above.
 - b. When notification is required, the school shall, within 5 business days of the occurrence, prepare a written description of the incident. The written description shall include at least the following information:
 - I. The date and time of the incident
 - II. A brief description of the actions of the child before, during and after the occurrence
 - III. The names of the persons involved in the occurrence
 - IV. A brief description of the actions of the facility or school employees involved before, during, and after the occurrence
 - V. A description of any injuries sustained by, and any medical care administered to, the child, employees, or others before, during, or after the incident.

USE OF PHYSICAL RESTRAINT/SECLUSION

(continued)

K. Serious Injury or Death during Incidents of Restraint or Seclusion (RSA 126-U:10, II)

1. In cases involving serious injury or death to a child subject to restraint or seclusion in a school, the Superintendent or designee will, in addition to the provisions of RSA 126-U:7 (described in *Section J* of this policy), notify the commissioner of the department of education, the attorney general, and the Disabilities Rights Center, the state's federally-designated protection and advocacy agency for individuals with disabilities. Such notice will include the written notification required in RSA 126-U:7,II.

L. Transportation

1. The school district will not use mechanical restraints during the transportation of children unless case specific circumstances dictate that such methods are necessary.
2. Whenever a child is transported to a location outside the school, the Superintendent or designee will ensure that all reasonable and appropriate measures consistent with public safety are made to transport or escort the child in a manner which:
 - a) Prevents physical and psychological trauma;
 - b) Respects the privacy of the child; and
 - c) Represents the least restrictive means necessary for the safety of the child.
3. Whenever a child is transported using mechanical restraints, the Superintendent or designee will document in writing the reasons for the use of the mechanical restraints; such documentation shall be treated as a notification of restraint under Section J of this policy.

M. Annual Review Process

1. The Merrimack School Board will annually review its written policy and procedures regarding the use of restraint and seclusion.
2. The Superintendent of Schools or his/her designee is authorized to establish procedures and create forms for managing the behavior of children. Such procedures and shall be consistent with this policy and all applicable laws. The Superintendent is further authorized to establish any other procedures and forms necessary to implement this policy and/or any other legal requirements.
 - a. The Superintendent of Schools or his/her designee shall ensure that all relevant personnel are aware of the District Use of Physical Restraint/ Seclusion Policy and Procedures.
 - b. Principals will annually identify staff members who serve as school-wide resources to serve on a committee to assist in ensuring proper administration of physical restraint and/or seclusion. The data base is maintained by CPI trainers in each building.

**USE OF PHYSICAL RESTRAINT/SECLUSION
(continued)**

- c. Committee shall review at a minimum, the following components related to the use of restraint. These include an analysis of the following components:
- I. Incident reports;
 - II. Procedures used during physical restraint, including the proper administration of specific district approved physical restraint techniques;
 - III. Preventative measures or alternatives tried, techniques or accommodations used to avoid or eliminate the need of the future use of physical restraint;
 - IV. Documentation and follow up of interventions made to eliminate the need for future use of physical restraint;
 - V. Injuries incurred during a physical restraint;
 - VI. Notification procedures;
 - VII. Staff training needs;
 - VIII. Specific patterns related to staff or student incidents; and
 - IX. Environmental considerations, including physical space, student seating arrangements, and noise levels.
3. Upon review of the data, the committee shall identify any issues and/or practices that require further attention and provide written recommendations to the Superintendent of Schools.
4. Further, the Committee can recommend review of the training program to ensure the most current knowledge and techniques are reflected in the district's policy of physical restraint and seclusion.

Legal References:

- RSA 126-U
- Title LXII Criminal Code, Chapter 627:6

1st Reading: June 1, 2015
2nd Review: June 15, 2015
3rd Review: July 13, 2015
Adoption: August 17, 2015

PUBLIC PARTICIPATION AT BOARD MEETINGS

The primary purpose of School Board meetings is to conduct the business of the board as it relates to school policies, programs and operations. The Board encourages residents to attend Board meetings so that they may become acquainted with the operation and programs of the schools. All official meetings of the Board shall be open to the press and public. However, the Board reserves the right to meet and to adjourn or recess a meeting at any time. The Board also reserves the right to enter non-public session at any time, in accordance with the provisions RSA 91-A:3.

In order to assure that persons who wish to appear before the Board may be heard and, at the same time, assure that the Board may conduct its business and meetings properly and efficiently, the Board adopts as policy the following procedures and rules pertaining to public participation at Board meetings.

Rules of Order

1. The Board will provide a maximum of 30 minutes to hear public comments at the beginning of each regular Board meeting. This period may be extended by a majority vote of the Board. Additionally, the Board may include additional public comment period for specific agenda items with a time limit for public comment specified on the pertinent agenda.
2. Individual speakers will be allotted three minutes per person. Speakers may not relinquish allotted time to another speaker. For specific meetings and/or specific agenda items, the Board may at the outset of the public comment period increase the individual time limit for all speakers.
3. The Chair will recognize speakers on a first come basis.
4. In order to comply with the minute requirements of RSA 91-A:2,II speakers shall identify themselves clearly for the record.

Optional Provisions -select one of the italicized paragraphs below

5. *Members of the public shall limit comments only to those items appearing on the current agenda. The Board will not entertain comments on items that do not appear on the agenda. The only exception shall be comments which address matters discussed by the Board at its last public meeting which were not on that meeting's agenda but were discussed by the Board under "New Business". Requests to address the Board on specific matters (i.e. a request to have a matter placed on an agenda) should be presented to the Superintendent no less than fourteen days prior to the next Board meeting, and must set forth the specifics of the subject to be addressed. The determination whether to place the matter on the agenda will be made consistent with Board Policy **BEDB**.*

OR

*Except as otherwise provided in this policy, members of the public may after comments on agenda items or upon any other matter of public concern directly relating to the District's school policies, programs and operations. In the interest of preserving individual privacy and due process rights, the Board requests that comments (including complaints) regarding individual employees (other than the Superintendent) or individual students be directed to the Superintendent in accord with the complaint/grievance resolution processes set forth in School Board Policies **KE and/or KEB**. Complaints regarding the Superintendent, may be made either during public comment, or directed to the School Board Chair as described in Board Policy **KEB**.*

6. Any comments which do not adhere to the above, or which disrupt the official business of the Board may be ruled out of order by the Chair. Repeated disruption may result in the individual being asked to leave the meeting. Obscene speech, comments threatening bodily harm, or other unprotected speech will not be tolerated.
7. The Board Chair may terminate the speaker's privilege of address if the speaker does not follow the above rules of order. Repeated violations or disruptions may result in the intervention of law enforcement, with the potential for criminal charges.

Persons appearing before the Board are reminded that members of the Board are without authority to act independently as individuals in official matters. Thus, in most instances, any board response will be deferred pending consideration by the full Board.

With the aim of maintaining focus on the issues in discussion, it is desired that all speakers strive to adhere to ordinary norms of decorum and civility.

Legal References:

RSA 91-A:2, Meetings Open to Public

RSA 91-A:3, Non-Public Sessions

U.S. Const., 1st Amendment

District Policy History:

1st Reading: October 1, 2007

2nd Review: October 15, 2007

3rd Review: November 5, 2007

Adoption: November 19, 2007

1st Reading: October 3, 2022

2nd Review:

Revised:

MERRIMACK SCHOOL BOARD POLICY**BEDH****PUBLIC PARTICIPATION AT BOARD MEETINGS**

1. The primary purpose of School Board meetings is to conduct the business of the Board as it relates to school policies, programs and operations. The Board encourages residents to attend Board meetings so that they may become acquainted with the operation and programs of the schools. All official meetings of the Board shall be open to the press and public. However, the Board reserves the right to meet and to adjourn or recess a meeting at any time. The Board also reserves the right to enter non-public session at any time, in accordance with the provisions RSA 91-A:3.

In order to assure that persons who wish to appear before the Board may be heard and, at the same time, it may conduct its meetings properly and efficiently, the Board adopts as policy the following procedures and rules pertaining to public participation at Board meetings:

1. Fifteen minutes will be set aside early in the meeting for citizens to address the Board under the agenda item listed as "Public Participation." This period may be extended by a majority vote of the Board. Speakers will be allotted three minutes per person.
2. Members of the public will also be able to address the Board's agenda items at the end of the Board meeting. Comments from the public will be limited to only those items discussed by the Board in the course of the meeting.
3. Consistent with RSA 91-A:3, Policy BEDB, and the laws pertaining to student and family privacy rights, the Board will not place any matter on the public agenda that is to be properly discussed in a non-public session. Complaints regarding individual employees, personnel or students will be directed to the Superintendent in accord with Policies KE and KEB.
4. All speakers are to conduct themselves in a civil manner. Obscene, libelous, defamatory or violent statements will be considered out of order and will not be tolerated. The Board Chair may terminate the speaker's privilege of address if the speaker does not follow this rule of order.

Persons appearing before the Board are reminded that members of the Board are without authority to act independently as individuals in official matters. Thus, questions may be directed to individual Board members, but answers must be deferred pending consideration by the full Board.

Legal References:

RSA 91-A:2, Meetings Open to Public
RSA 91-A:3, Non-Public Sessions

1st Reading: October 1, 2007
2nd Review: October 15, 2007
3rd Review: November 5, 2007
Adoption: November 19, 2007

CHANGE OF CLASS OR SCHOOL ASSIGNMENT ON THE BASIS OF BEST INTEREST OR MANIFEST EDUCATIONAL HARDSHIP**General Assignment Authority**

The Superintendent has the general authority to assign students to the schools within the District and shall do such in a manner consistent with the Articles of Agreement, and Board Policies. No student shall attend a school to which they have not been assigned. This policy shall not be construed to limit the Superintendent's discretion to make other in-District assignments consistent with applicable Board policies and administrative rules.

Class Assignment Authority and Change of Class Assignment

The principal of each school in the District and his/her designees shall have the authority to assign students to their classes and schedule. The principal shall have the authority to change a student's class assignment or schedule when he/she deems it in the best interests of the student or school to do such, provided such change is consistent with any applicable Individualized Education Plan or Section 504 Plan. The principal shall have the broad discretion and authority to make or change a student's class assignment for reasons such as, but not limited to, student discipline, a remedial measure to address bullying or conflict between students, student safety concerns, pedagogical reasons, balancing enrollment, addressing staffing concerns, or providing interim supportive measures to students or staff.

The Superintendent shall also have the broad discretion and authority, consistent with state law and Board policies, to change a student's assigned class or schedule, and may, when appropriate, modify or change an assignment made by a principal when she/he deems such to be appropriate. This policy, however, does not limit the Superintendent's discretion to make other in-District class and schedule assignments consistent with applicable Board policies and administrative rules. The decision of the Superintendent as to a student's class assignment or schedule shall be final and shall not be appealable.

Nothing herein shall override the authority of an IEP Team under the IDEA to make a placement, to assign a student to particular classes, or to modify their schedule when deemed necessary to provide a Free Appropriate Education at Public Expense (FAPE). Nothing herein shall override the authority of the Title IX Coordinator to change a student's class assignments or schedule as part of a supportive measure under Title IX.

A. "Best Interest" Reassignment to Another School

In circumstances where the best interests of a student warrant a change of school assignment, the Superintendent or his/her designee is authorized to reassign a student from the public school to which he/she is currently assigned to another public school, either in or out of the District, a public academy in another district, or an approved private school. The Superintendent also has the authority to approve a request from another Superintendent to accept a transfer of a student from another school district to a school within the District. This section sets out the procedures for a "Best Interest" reassignment.

CHANGE OF CLASS OR SCHOOL ASSIGNMENT ON THE BASIS OF BEST INTEREST OR MANIFEST EDUCATIONAL HARDSHIP**1. Procedure**

- a. In order to initiate consideration of a reassignment based upon the child's best interests, the parent/guardian shall submit to the Superintendent a written request stating why and/or how the child's best interests warrant reassignment. In order to facilitate a determination, such application may also include any additional information described in 4 below. The written request should be mailed or delivered to the SAU office or emailed to the Superintendent at the email address provided on the District's website.
- b. Upon such request, the Superintendent shall schedule a meeting (the "reassignment meeting") with the parent/guardian, to be held within 10 days of receiving the request.
- c. Prior to or at the reassignment meeting, the parent/guardian shall make a specific request that the student be re-assigned to another public school within the district, a public academy, or an approved private school in another district.
- d. At the reassignment meeting, the parent/guardian may present documents, witnesses, or other relevant evidence supporting the parent's belief that reassignment is in the best interest of the student.
- e. The Superintendent may present such information as he/she deems appropriate.
- f. In determining whether reassignment is in the student's best interest the Superintendent shall consider the student's academic, physical, personal, or social needs.

2. The Superintendent's Finding on Reassignment

In order for a student to be reassigned there must be a finding by the Superintendent that reassignment is in the student's best interests, after taking into consideration the student's academic, physical, personal, or social needs.

- a. Within five school days of the reassignment meeting, the Superintendent shall deliver to the parent/guardian a written determination as to whether or not reassignment is in the child's best interest. Delivery of the written determination should be done in a manner to produce evidence of the delivery (e.g., courier, email, fax).
- b. If the Superintendent finds it is in the best interest of the student to change the student's school or assignment, the Superintendent shall initiate:
 - i. A change of assignment within the student's current assigned school;
 - ii. The student's transfer to another public school, public academy, or approved private school within the district; or
 - iii. The student's transfer to a public school, public academy, or approved private school in another district.

CHANGE OF CLASS OR SCHOOL ASSIGNMENT ON THE BASIS OF BEST INTEREST OR MANIFEST EDUCATIONAL HARDSHIP

- c. If the Superintendent does not find that it is in the best interest of the student to change the student's school or assignment, the parent/guardian may request a hearing before the School Board to determine if the student is experiencing a manifest educational hardship as provided in Section B of this policy.

3. The Tuition Determination

If a student is to be reassigned to a public school in another school district or approved public academy as a result of a best interest determination, the Superintendent shall work with the Superintendent or administrator of the receiving school district/approved school to establish a tuition rate for such student. Pursuant to RSA 193:3, I(g), if the Superintendent has made a finding that it is in the best interest of the student to be reassigned, then the School Board shall approve the tuition payment consistent with the Board's ordinary manifest approval procedures.

If the student is reassigned to an approved private school as a result of a best interest determination, that school may charge tuition to the parent/guardian or may enter into an agreement for payment of tuition with the school district in which the student resides. The Superintendent shall consult with legal counsel regarding tuition obligations in such an instance. Any such Agreement shall be subject to approval by the School Board on behalf of the school district and shall be at the sole discretion of the School Board with due consideration given to the fiscal impact of such approval on the district and shall not be granted if in the opinion of the School Board there are other viable public school options for reassignment.

The Superintendent shall assure that the reassignment approval is placed on the agenda for the next regularly scheduled board meeting.

4. Transportation

Transportation for a student reassigned to a school in another district under this Section A (Best Interest) shall be the responsibility of the parent/guardian.

5. Tuition for Students Reassigned by Other Districts

Pursuant to RSA 193:3, I, it is the general policy of the Board that the tuition amount to be charged to another district for any student reassigned by that district to a school within this district under the best interest standard of 193:3, I shall be the lesser of the tuition charged for non-residential students under Board policy JFAB or as computed under the formula set out in RSA 193:4. The Superintendent, however, is authorized to reduce the tuition amount below those thresholds or for other good cause shown (e.g. reciprocal assignments between the two districts).

CHANGE OF CLASS OR SCHOOL ASSIGNMENT ON THE BASIS OF BEST INTEREST OR MANIFEST EDUCATIONAL HARDSHIP**6. Final Decision**

The decision of the Superintendent shall be final and any appeal shall be limited to the process set forth in paragraph B., herein.

7. Annual Review

A reassignment on the basis of best interest of the student shall be limited to no longer than the end of the ensuing school year, and shall be subject to review by the Superintendent prior to any subsequent school year to determine that the reassignment remains in the best interest of the student, with the understanding that the Superintendent may, at his/her discretion, waive the review when he/she deems such to be appropriate.

B. Manifest Educational Hardship – Determination by School Board and Appeal to State Board

If, after following the procedure outlined in Section A of this policy, the Superintendent did not find that it was in the best interest of the student to reassign the student as requested by the student's parent/guardian, then the parent/guardian may within thirty (30) days submit a request to the Superintendent for a hearing before the School Board in accord with paragraph 2 herein, to determine if the student is experiencing a manifest educational hardship.

1. "Manifest Educational Hardship" Defined

As provided in RSA 193:3, II (a), "manifest educational hardship" means that a student has a documented hardship in his or her current educational placement; and that such hardship has a detrimental or negative impact on the student's academic achievement or growth, physical safety, or social and emotional well-being. Such hardship must be so severe, pervasive, or persistent that it interferes with or limits the ability of the student to receive an education.

2. Procedure for Determination of Manifest Educational Hardship

- a. Within thirty (30) days after receipt of the Superintendent's written determination described that reassignment is not in a student's best interest as described in paragraph A.2.a. above, the parent/guardian requesting a manifest educational hardship hearing shall submit a written application to the Superintendent detailing the specific reasons why they believe that the current assignment constitutes a manifest educational hardship.

CHANGE OF CLASS OR SCHOOL ASSIGNMENT ON THE BASIS OF BEST INTEREST OR MANIFEST EDUCATIONAL HARDSHIP

- b. The Superintendent shall duly notify the school board that the parent/guardian has requested a manifest educational hardship hearing, upon which the school board shall schedule a hearing to be held no more than fifteen (15) days after the request has been received by the Superintendent. The Board shall provide at least two (2) full days notice of the hearing. The Board will conduct the hearing in non-public session, unless the parent/guardian requests the hearing be held in public session, subject to RSA 91-A:3, II(c).
- c. Prior to or at such hearing, the parent/guardian shall provide to the Superintendent a specific request in writing that the student attend another public school or approved private school in the district, or attend a public school, public academy, or approved private school in another school district. The Superintendent shall provide such request to the School Board at the hearing. Although not required, the parent/guardian may include this request as part of the original hearing request.
- d. At such hearing, the parent/guardian may present documents, witnesses, or other relevant evidence supporting their belief that the student is experiencing a manifest educational hardship. The Superintendent may present such information as he/she may deem appropriate to assist the School Board in reaching its decision. The parties (or their appointed designee) shall have the right to examine all evidence and witnesses. The formal rules of evidence shall not apply. The Superintendent will assure the means for the Board to establish an adequate record of the hearing.
- e. The parent/guardian shall have the burden of establishing the presence of a manifest educational hardship by clear and convincing evidence, which means that the evidence is highly and substantially more likely to be true than untrue, and the Board must be convinced that the contention is highly probable.
- f. The Board will render its decision in writing within seven (7) days after the hearing and will forward its written decision to the parent/guardian via means producing proof of delivery (e.g., courier, email, etc.). The decision will conform to the requirements of NH Department of Education Rule Ed 320(c)-(e).

3. Finding of Manifest Educational Hardship

If the School Board finds that the student has a manifest educational hardship, the School Board shall grant the parent's or guardian's request to reassign the student to another public school or approved private school in the district, or to a public school, public academy, or approved private school in another district.

CHANGE OF CLASS OR SCHOOL ASSIGNMENT ON THE BASIS OF BEST INTEREST OR MANIFEST EDUCATIONAL HARDSHIP**4. Finding that Manifest Educational Hardship Was Not Established – Appeals to the New Hampshire State Board of Education**

If the School Board finds that the parent/guardian has not met their burden of proof, the parent/guardian may appeal the local Board decision to the New Hampshire State Board of Education (SBOE), within thirty (30) days of receipt of the Board's written decision in accordance with New Hampshire Department of Education Rule Ed 204.01(g). If a parent/guardian believes that denial of a re-assignment under this policy upon the child's disability, the parent/guardian may appeal to the SBOE or file a complaint with the New Hampshire Human Rights Commission under RSA 354-A:28

5. Tuition for Students Reassigned Upon Finding of Manifest Educational Hardship

If, after a finding of a manifest educational hardship – by either the School Board or the State Board – a student of the district is assigned to a school in this district, the district in which the student resides shall pay tuition to the district to which the child is reassigned.

Such tuition shall be computed according to RSA 193:4. The School Board of the district in which the student resides shall approve the tuition payment consistent with its ordinary manifest approval process.

6. Transportation

Transportation for a student reassigned to schools in another district under this section B (manifest educational hardship) shall not be the responsibility of the district unless otherwise ordered by the SBOE.

7. Review

A reassignment on the basis of manifest educational hardship shall be limited to no longer than the end of the ensuing school year and shall be subject to review by the School Board prior to any subsequent school year to determine that the manifest educational hardship still exists, with the understanding that the Board may, at its discretion, waive the review when it deems such to be appropriate.

C. Admission Requirements

Students reassigned under this policy shall meet the admission requirements of the school to which the student is to be reassigned.

CHANGE OF CLASS OR SCHOOL ASSIGNMENT ON THE BASIS OF BEST INTEREST OR MANIFEST EDUCATIONAL HARDSHIP**D. Statutory Reassignment Limit**

The total reassignments or transfer made under this policy in any one school year will not exceed one (1) percent of the average daily membership in residence of a school district, or five (5) percent of the average daily membership in residence of any single school, whichever is greater, unless the School Board votes to exceed this limit.

E. Count of Reassigned Pupils, Tuition Payment and Rate, and Transportation

Pupils reassigned under this policy will be counted in the average daily membership in residence of a given pupil's resident school district. Said pupil's resident district will forward any tuition payment due to the district to which the pupil was assigned.

F. Notice to the Department of Education

The Superintendent of the pupil's resident SAU will notify the Department of Education within thirty (30) days of any reassignment made under this policy.

G. Special Education Placements.

A placement made relative to a student's special education needs and services shall not be deemed a change of school assignment for purposes of this section.

Legal References:

RSA 193:3, III, Change of School Assignment
RSA 193:3, I, II, Manifest Educational Hardship
RSA 193:14-a, Change of School Assignment; Duties of State Board of Education
Ed320.01 et seq.

1st Reading: January 2, 2007
2nd Review: January 16, 2007
Adoption: February 5, 2007

1st Reading: September 12, 2022
2nd Review: October 3, 2022
Revised:

CHANGE OF SCHOOL OR ASSIGNMENT

In circumstances where the best interests of a pupil warrant a change of school or assignment, the Superintendent is authorized to re-assign a pupil from the public school to which he/she is currently assigned to another public school, or to approve a request from another superintendent to accept a transfer of a pupil from a school district that is not part of the SAU, under the following conditions and procedures.

CONDITIONS AND PROCEDURES FOR REASSIGNMENT

1. The parent(s) or legal guardian(s) (or superintendent of another SAU) shall make a written request to the Superintendent for a change of school assignment.

In the request, the parent(s)/legal guardian(s) shall state why the best interests of the pupil warrant a reassignment.

2. The Superintendent shall fully consider this written request, shall meet with the parent(s) or legal guardian(s), if necessary, and shall make a decision concerning the re-assignment request.
3. The Superintendent's decision shall be based on the best interests of the pupil, as determined by the Superintendent. The Superintendent may develop administrative regulations concerning the factors that will be considered in making such a determination.
4. If the Superintendent determines that the best interests of the pupil warrant a reassignment, he/she may approve reassignment of the pupil to (a) another school within the same school district, (b) another school district within the same SAU, or (c) a school district in another SAU, subject to the pupil meeting the admission requirements of such school, and subject to the agreement of the superintendent of the receiving SAU.
5. The Superintendent's re-assignment decision shall be in writing, and shall be final and binding.
6. The total reassignments or transfers made under this policy in any one school year shall not exceed one (1) percent of the average daily membership in residence of a school district, or five (5) percent of the average daily membership in residence of any single school, whichever is greater.
7. Reassignments made under this policy which exceed the percentages provided in #6 above, must have the prior written approval of the School Board.

CHANGE OF SCHOOL OR ASSIGNMENT POLICY
(continued)

**COUNT OF REASSIGNED PUPILS, TUITION PAYMENT AND RATE,
AND TRANSPORTATION**

Pupils reassigned under this policy shall be counted in the average daily membership in residence of a given pupil's resident school district. Said pupil's resident district shall forward any tuition payment due to the District to which said pupil was assigned.

The superintendents involved in the reassignment of a pupil shall jointly establish a tuition rate for each such pupil. Some or all of the tuition may be waived by the superintendent of the receiving district for good cause shown, or pursuant to any applicable policy (ies) of the receiving district, presuming said action is not contrary to law.

The cost of transportation for any pupil re-assigned under this policy shall be the sole responsibility of the parent/legal guardian.

ROLE OF DEPARTMENT OF EDUCATION

The Superintendent of the pupil's resident SAU shall notify the Department of Education within thirty (30) days of any reassignment made under this policy.

MANIFEST EDUCATIONAL HARDSHIP CHANGE OF ASSIGNMENT

When parent(s)/legal guardian(s) believe that an initial assignment has been made which will result in a manifest educational hardship to the pupil, said parent(s)/legal guardian(s) may seek a change of assignment in accordance with RSA 193:3 I. and II., and Policy JEC, Manifest Educational Hardship.

Legal Reference:

RSA 193:3, III, Change of School Assignment

RSA 193:3, I. and II, Manifest Educational Hardship

RSA 193:14-a, Change of School Assignment; Duties of State Board of Education

1st Reading: January 2, 2007

2nd Review: January 16, 2007

Adoption: February 5, 2007

**Merrimack School Board Special Meeting
Merrimack School District, SAU #26
Merrimack Town Hall – Matthew Thornton Room
September 12, 2022**

**6:00 p.m. – NON-PUBLIC SESSION IN ACCORDANCE WITH RSA 91-A:3, II (a) (b) (c) –
Merrimack TV Training Classroom**

1. Negotiations

2. Legal

Present: Chair Rothhaus, Vice-Chair Peters, Board Member Hardy, Board Member Halter, and Board Member Martin. Also present was Assistant Superintendent for Curriculum, Instruction & Assessment Doyle, Interim Chief Educational Officer Olsen, and Student Representative Vadney.

Not Present: Assistant Superintendent for Business Shevenell (Excused)

Vice-Chair Peters welcomed Kaitlyn Vadney who was back from summer vacation to serve as the Student Representative on the School Board.

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE

Chair Rothhaus called the meeting to order at approximately 7:00 p.m. and led the Pledge of Allegiance.

2. PUBLIC PARTICIPATION

Ms. Rosemarie Rung, 21 Ministerial Drive, addressed the Board and said an event was held on August 20th, "Community for Classrooms," where school supplies and donations were collected. She added there was a tremendous turnout.

Ms. Nancy Murphy, 20 Brenda Lane, said the event collected 5,815 school supply items. She thanked all of the Merrimack residents and business owners who donated and provided support.

Ms. Rachel Paepke, 67 Tinker Road, thanked all of the staff for a great start to the school year. She also gave a shout-out to the following projects that occurred over the summer:

- Laura's World Organization for the high school concession stand.
- Thornton's Ferry Elementary School Playground Fund.

3. RECOGNITIONS

Interim Chief Educational Officer Olsen recognized Ms. Sue Sheridan, who was a long-term cheerleading coach who had recently been awarded the Carol Dozibrin Advancement of Sports Award.

Interim Chief Educational Officer Olsen presented Student Jack Paepke with a certificate for his participation in the Regional 2022 Major League Baseball Red Sox Pitch, Hit, & Run Team Championship. He said Jack finished first.

Chair Rothhaus recognized the Thorntons Ferry Playground Committee, Ms. Julie DeLuca, Principal, the Chairs of the committee, Ms. Rachel Paepke, and Ms. Kim Desmarais who raised \$122,000 to create the new playground.

4. INFORMATIONAL UPDATES

a. Superintendent Update

Interim Chief Educational Officer Olsen said the school year started great and thanked all the staff involved. He also said the new concession stand at the high school would be opened and dedicated the following Friday, September 16, 2022, at 5:30 p.m. at the field.

Regarding the SAS (Statewide Assessment System) Scores presented the previous week by Assistant Superintendent for Curriculum Doyle, Interim Chief Educational Officer Olsen said he felt there was room for improvement. He said Assistant Superintendent of Curriculum Doyle and he had a meeting with the leadership team and would be meeting with the staff in each building to have a listening session and they were committed to raising the scores.

b. Assistant Superintendent of Curriculum Update

Assistant Superintendent of Curriculum Doyle said they had a great beginning to the school year. She also said they had a great professional learning day on Friday, September 2, 2022, with Detective Bill Vandersyde of the Merrimack Police Department who provided training on active shooter drills, and Firefighter Dan Newman of the Merrimack Fire Department who provided the staff with additional training.

Assistant Superintendent of Curriculum Doyle said she had talked to many people regarding the SAS data and said it was great to hear that there was a sense of urgency and commitment to getting the scores up. She also said they were putting together a comprehensive plan to address the critical need to continue the work on curriculum revisions.

c. Assistant Superintendent for Business Update

There was no update to share.

d. School Board Update

Chair Rothhaus said she appreciated the fact that the school's opening was focused on school safety.

e. Student Representative Update

Student Representative Vadney said she was happy to be back from summer vacation. She said the Homecoming Dance would be held the following Saturday and the next day would be Spirit

Week. She also said the class of 2019, 2020, 2022, and 2023, were able to contribute an additional \$12,000 for the concession stand at the high school.

5. OLD BUSINESS

a. Review of Interim Chief Educational Officer's Performance for the 2021 – 2022 School Year

Chair Rothhaus said during a non-public session the prior July, the School Board met with Interim Chief Educational Officer Olsen to review his employment and performance. She said the Board had given Interim Chief Educational Officer Olsen a distinguished rating in educational leadership, school district culture, school management, and district goals.

The School Board collectively agreed that Interim Chief Educational Officer Olsen was doing a fantastic job for the district and was a great leader.

6. NEW BUSINESS

a. Review of Staff Professional Development

Assistant Superintendent of Curriculum Doyle provided an overview of the professional learning activities scheduled through June 2023.

b. Merrimack Educational Support Staff Association (MESSA) Memorandum of Understanding

Interim Chief Educational Officer Olsen said the district was having a hard time filling support positions that were covered under the MESSA agreement. He said he felt the district needed to be more competitive and added they negotiated an agreement for the 2022-2023 school year to offer a \$1,000 payment to the MESSA members plus a \$500 signing bonus if they were able to bring qualified employees to the district, given the employee stay with the district for at least 90 days. (Maximum of two sign-on bonuses per year). He added the district would be allowed to hire staff at any step on the existing salary scale. He said he was confident that the district would be able to hire and retain support staff personnel.

MOTION: Board Member Hardy made a motion to approve the Memorandum of Understanding with MESA. Chair Rothhaus seconded the motion.

The motion passed 5 – 0 – 0.

Chair Rothhaus commented that she did not like the idea of schools being open on Election Day for the safety of the students. She said there would be a full safety study done. Interim Chief Educational Officer Olsen ensured that he would be sure that the Calendar Committee considered that.

Chair Rothhaus asked if the district complied with suicide information being included on student identifications. Interim Chief Educational Officer Olsen replied that they were in the process of making the appropriate modifications.

Board Member Halter asked what the status was on creating a Policy Committee. Vice-Chair Peters replied that Interim Chief Educational Officer Olsen and his staff would reach out via email to see who was interested in serving on the subcommittee.

137 **7. POLICIES**

138
139 a. Student Records and Access (JRA)

140
141 b. Change of Class or School Assignment Best Interest and Manifest Hardship (JCA)

142 **MOTION:** Board Member Martin made a motion to waive the first reading of policy (JRA) Student
143 Records and Access and policy (JCA) Change of Class or School Assignment Best Interest and
144 Manifest Hardship. Board Member Hardy seconded the motion.

145
146 **Discussion:**

147
148 Chair Rothhaus commented that she felt the line pertaining to "Students' weight and height of
149 members of athletic teams" should be omitted. Interim Chief Educational Officer Olsen replied it
150 was included because that was what the statute stated.

151
152 Chair Rothhaus asked if Interim Chief Educational Officer Olsen could get a legal opinion regarding
153 the suggested omission. Interim Chief Educational Officer Olsen replied he would.

154
155 Chair Rothhaus also commented on page 3 of 7 of the policy that in all cases of the word "parent"
156 it could be changed to "parent/guardian."

157
158 **The motion passed 5 – 0 – 0.**

159
160 **8. APPROVAL OF MINUTES**

161
162 a. July 25, 2022 – Non-Public Minutes

163 **MOTION:** Board Member Martin made a motion to approve the non-public minutes of the July 25,
164 2022, meeting, as presented. Chair Rothhaus seconded the motion.

165
166 **The motion passed 5 – 0 – 0.**

167 b. August 23, 2022, Public and Non-Public Minutes

168 **MOTION:** Board Member Halter made a motion to approve the public and non-public minutes of
169 the August 23, 2022, meeting, as presented. Board Member Hardy seconded the motion.

170 **The motion passed 4 – 0 – 1. (Abstained – Board Member Martin)**

171
172 **9. CONSENT AGENDA**

173
174 a. Teacher Nominations

175
176 Ms. Sarah Demers, School Counselor, Merrimack Middle School
177 Ms. Catrina Sylvia, Social Studies Teacher, Merrimack Middle School
178 Ms. Kimberly Sinfonico, Preschool Teacher, Thorntons Ferry Elementary School
179 Mr. Samuel Perron, Social Studies Teacher, Merrimack High School
180 Ms. Stephanie Scherr, Science Teacher, Merrimack Middle School

b. Professional Staff Resignations

Alexandra McCafferty, Grade 5 Teacher, James Mastricola Upper Elementary School

MOTION: Board Member Martin made a motion to accept the Consent Agenda, as presented. Vice-Chair Peters seconded the motion.

The motion passed 5 – 0 – 0.

10. ACCEPTANCE OF GIFTS/GRANTS UNDER \$5,000

a. Merrimack Friends & Families to Merrimack School District for \$1,000

MOTION: Board Member Martin made a motion to accept the donation in the amount of \$1,000 from Merrimack Friends & Families to the Merrimack School District with the School Board's sincere appreciation. Board Member Hardy seconded the motion.

The motion passed 5 – 0 – 0.

11. OTHER

a. Committee Reports

Vice-Chair Peters shared that the Professional Development Committee would meet the following Thursday at 3:30 p.m.

b. Correspondence

Board Member Hardy commented that she received correspondence from a parent who was concerned about an issue at the high school, and she referred the parent to the appropriate person.

Chair Rothhaus commented that she received correspondence from a parent regarding the SAS test scores.

Vice-Chair Peters commented that she received correspondence concerning a teacher at the high school and she forwarded it to the appropriate person.

c. Comments

Board Member Martin applauded the administration's plan to respond to the SAS test scores, in addition to keeping the safety of the school of the utmost importance.

Board Member Hardy commented that she felt letting transitioning students start two hours earlier on the first day of school was a very good decision.

Vice-Chair Peters said she appreciated the steps the leadership team was making regarding the SAS test scores.

226 **12. ADJOURN**

227 **MOTION:** At approximately 8:08 p.m. Board Member Hardy made a motion to adjourn. Board
228 Member Martin seconded the motion.

229
230 **The motion passed 5 – 0 – 0.**

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