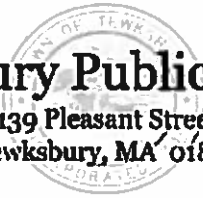


Tewksbury Public Schools

139 Pleasant Street
Tewksbury, MA 01876



MEMORANDUM

To: Tewksbury School Committee
Date: June 13, 2018
Re: John Ryan Elementary School Student Handbook

Please note, changes have been highlighted in red.

John F. Ryan Elementary School



Student Handbook 2018 - 2019

John F. Ryan Elementary School

135 Pleasant Street

Tewksbury, MA 01876

Phone (978) 640-7880 Main Office

Fax (978) 640-7888

Website www.tewksbury.k12.ma.us

Judi McInnes

William Hart

Principal: jmcinnes@tewksbury.k12.ma.us

Assistant Principal: whart@tewksbury.k12.ma.us

*Please use this email to notify us of your student's absence and include your student's name:
ryanattendance@tewksbury.k12.ma.us or call (978) 640-7880*

STUDENT AND PARENT/GUARDIAN SIGNATURE PAGE

Dear Student and Parent/Guardian:

Please carefully read and discuss the contents of this student handbook.

Please read the following contract and check yes on [Community Pass](#) by Friday, September 7, 2018.

Thank you for your cooperation.

This handbook is periodically reviewed by the Principal, Assistant Principal, Faculty, and the Ryan School Council to insure that policies and procedures relate to the normal governance of John F. Ryan School.

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John F. Ryan Elementary School

Student Handbook

2018-2019

RYAN SCHOOL MISSION STATEMENT

The mission of the John F. Ryan School is to utilize the resources provided by the district to maximize the educational benefits for all students. Our purpose is to promote an active learning atmosphere that encourages student participation, school/parent/community partnerships, and team building. This collaboration inspires students to become successful lifelong learners who possess higher order thinking skills.

RYAN SCHOOL MOTTO

*Work hard. Be kind. Anything is “paws”-ible.
Woof!*

This student handbook contains information, rules, regulations pertaining to the life of a student at the John F. Ryan Elementary School. Students and their parents/guardians are responsible for reading and understanding the rules and policies of this school.

As an upper elementary school of grades 5 and 6, we recognize the unique needs of students in these grades and strive to build strong academic teams, a wide range of extracurricular activities, and a place where cooperation and acceptance are the norm. The expectations contained within this handbook are designed to support our students as they grow and learn academically, socially and emotionally.

We are excited for our students and families to enjoy in all that our school has to offer.

Welcome to the Ryan!

GENERAL NOTIFICATION: FAILURE TO COMPLY WITH ANY OF THE HANDBOOK REGULATIONS AS WELL AS WITH OTHER ACCEPTABLE BEHAVIOR NOT LISTED HEREIN MAY RESULT IN DISCIPLINARY CONSEQUENCES.

2018 - 2019 SCHOOL CALENDAR

2018 - 2019 School Calendar and Chain of Communication

STUDENTS' RIGHTS AND RESPONSIBILITIES

Our students are active learners in meeting our school's goals. The following outlines the expectations our students should have of their school and its staff. It also lists the responsibilities that our students should have toward their school, its staff, and their community as included in School Committee Regulation J15131.

Rights	Responsibilities
The best possible educational opportunities	Sustained effort to complete assigned lessons, including assignments missed because of absence, and asking for help from teacher when something is not understood
A staff which is sensitive and responsive to their individual needs	Regular and punctual attendance, and remaining on school grounds during the entire school day
Fair and just treatment from other students and staff	Respect for themselves, the rights of others, the staff and school property
A safe, clean, non-threatening environment	Behavior which will be a credit to themselves, their family, their school, and community, i.e. conformation to school rules at all times, during all school related activities
The right to hear only appropriate language	Honesty, courtesy, appropriate language and appropriate dress

PARENT-SCHOOL PARTNERSHIP

Parents/guardians are extremely important in the educational process, especially at the Ryan School. Working with your student and the school will help to ensure the best possible educational experience for him/her. Being supportive, providing a quiet place to study, checking the work of the student, and communicating with teachers are ways in which a parent can aid in his/her child's success. Sharing information enables us to better meet the needs of the student.

During the school year there are several scheduled occasions for parent/guardian and teacher interaction (see school calendar). The first is an open house, 6:30-8:30 PM, which provides

parents/guardians the experience of following their sons' and daughters' schedules while each teacher explains the course outcomes and requirements along with specific classroom expectations. The remaining meetings are designated for parent/guardian and teacher conferences to allow the parent/guardian the opportunity to confer with faculty members and administrators concerning all aspects of the school's programs and the student's progress. Conference evenings are typically scheduled from 6:30-8:30 PM. Parents will be able to make individual appointments.

Parents may request a conference at any time by contacting the main office at (978) 640-7880.

Parents are encouraged to join such groups as the Parent Advisory Council and the School Council to help with support and direction. We welcome your involvement.

ACADEMIC INFORMATION

PROGRESS REPORTS

- All students have access to their grades, assignments, and attendance records through the online **Aspen X2 Student Data Portal**.
- Parents/guardians will be notified at midterm to access the Aspen Portal for their student's midterm grades. A separate notification will be sent to parents/guardians of students who are averaging a seventy or below in a course.

REPORT CARDS

Report cards will be issued to the student at the end of each marking term. End-of-the-year report cards will be mailed home.

GRADE CONVERSION TABLE

A+ = 97 to 100	C = 73 to 76
A = 93 to 96	C- = 70 to 72
A- = 90 to 92	D+= 67 to 69
B+ = 87 to 89	D = 63 to 66
B = 83 to 86	D- = 60 to 62
B- = 80 to 82	F = 59 and below
C+ = 77 to 79	

Students receive grades in Effort and Behavior on a scale of 1 to 4. A grade of 4 is the highest and 1 is the lowest.

EXTRA HELP

Students should seek extra help from a teacher if they are experiencing difficulty in the subject area or if they have been absent. Students should speak with the teacher and schedule an extra help session for before or after school according to the teacher's scheduled extra help time. Transportation is the responsibility of the parent/guardian. Late buses may be available, and if so, a late bus schedule will be published on our website.

A teacher may request a student to stay before or after school if it is apparent that the student is having difficulty with his/her work. This is not to be thought of as a punishment, but as a desire by the teacher to help the student make necessary progress.

HOMEWORK POLICY

Teachers assign homework on a regular basis and in all areas of the curriculum. The objectives of homework are:

- To help students develop independent work study habits.
- To reinforce learning that has taken place in school.
- To increase potential for home/school communication.
- To increase opportunities for enrichment activities.
- To correlate school learning with outside interest.
- To develop within each student the responsibility for completing and returning homework assignments.

ROLE OF THE SCHOOL/TEACHER

The teacher will:

- Assign on a consistent basis homework which may include written assignments, reading assignments, scientific experiments or other projects that reinforce a student's understanding of the curriculum.
- Assign homework to all students geared to the individual.
- Ensure that students understand the homework assignments.
- Review students' homework in a timely manner.
- Consider homework as a factor in the calculation of the student's semester grade.
- Ensure that no class time is allocated for the completion of homework.

ROLE OF THE STUDENT

The student should:

- Ask the teacher to clarify any assignment that is unclear.
- Write down all assignments in his/her agenda.
- Complete all assignments within the time-frame given.
- Let parent/guardian know what the homework is and ask them for assistance whenever needed.

ROLE OF THE PARENT/GUARDIAN

The parent/guardian should:

- Provide the student a consistent time and a suitable place for study.
- Review homework with the student to monitor its completion and the student's understanding of the work completed.
- Monitor agenda to ensure that homework has been written in on a daily basis and completed.
- Communicate with teacher(s) whenever the student appears to have difficulty with homework or when clarification is needed.

TIME GUIDELINES FOR HOMEWORK

Grades 5-6: 45 to 75 minutes per day

HOMEWORK REQUESTS

When a student is out of school for two or more consecutive days, parents/guardians can telephone **640-7880** before 8:30am to request homework assignments. Homework will be available at the office one-half hour prior to the end of school. It is helpful for students to have a classmate obtain assignments for shorter absences. (Please note: many of your student's curriculum workbooks and textbooks are available online for home use.)

MAKEUP WORK

When a student is absent, he/she is responsible for making up the work missed. The student must meet with the teacher to schedule make-up work missed during the absence. Tests/quizzes will be scheduled at the convenience of the teacher. All makeup work should be completed within a period equal to the number of days absent, plus one.

If a student receives a school suspension, it is the student's responsibility to make up missed work or tests within a reasonable number of days (Reasonable number of days will be equal to the number of days of the suspension, plus one).

HONOR ROLL

The John F. Ryan School is pleased to acknowledge two levels of achievement earned by students.

- The first area of recognition is comprised of students who have attained all A's and 4's and 3's in all subject areas. Those meeting this requirement have earned *High Academic Honors*.
- The second area of recognition is comprised of students who have attained all A's, B's, and 4's and 3's in all subject areas. Those meeting this requirement have earned *Academic Honors*.

CHEATING AND PLAGIARISM

"Plagiarism is passing off a source of information, ideas or words as your own by omitting to acknowledge the source - an act of lying, cheating and stealing." (Harvey, Gordon. Writing with Sources: a guide for Harvard Students. Hacket Publishing Company, Inc., Indianapolis, Cambridge, 1998). Cheating and plagiarism undermine the basic relationship of trust between a student and teacher. Cheating and plagiarism prevent the proper evaluation of a student's work and detract from the achievement of all students in the class. They are among the most serious offenses a student can commit. Any cheating infractions including plagiarism may be brought to the attention of Guidance and Administration.

Students who are found cheating on a test or assignment may receive a grade of zero (0) for that assignment which cannot be made up. The teacher will inform the parent/guardian of the incident and detention may be assigned. If a student is caught copying another student's work with the second student's consent, the second student will receive the same consequence.

STUDENT ACTIVITIES INFORMATION

Students are encouraged to participate in the extracurricular activities offered at the Ryan School. All students participating in clubs/activities are encouraged to register at Community Pass. Late buses may be available, and if so, a late bus schedule will be published on our website.

In order to participate in Clubs/Activities, a student must pay a user fee of \$30 per club. At the Ryan School, there is a \$60 cap per student and a \$120 cap per family. Activities can be joined at no cost once the cap has been reached. User fees can be paid using Community Pass. (<https://register.communitypass.net/reg/index.cfm>)

Some Clubs and Activities change from year to year. The following is a list of clubs that have run in recent years:

Art Club	Bell Choir
Basketball	Chorus
Drama Club	Ski Club
Baking Club	Cross Country
Kindness Club	Green Team
Drawing Club	Math Camp

STUDENT CONDUCT

EXPECTATIONS FOR STUDENTS

Students are expected to behave in ways that facilitate their and others' intellectual, emotional, social and physical well-being. This includes being in class on time, having all required materials, and completing all work on time and at the required standards. Any behavior that jeopardizes the safety or self-esteem of others or interferes with the teaching/learning process will not be tolerated. Any discipline actions taken by the administration and/or staff are confidential and will not be shared with anyone other than the student's parents/guardians and/or their designee.

You are responsible for the following:

- **Doing Quality Work:** do your best each day to complete assigned lessons, including homework and assignments missed because of absence;
- **Knowing School Rules:** learn our school's Code of Conduct and respect the adults who have a duty to enforce it;
- **Regular Attendance:** arrive on time; remain on school grounds the whole school day; don't leave without permission; bring a note from your parents (or guardian) explaining any absence to the satisfaction of your homeroom teacher;
- **Respect for Others:** treat them as you would like them to treat you, and show the same respect to their property;
- **High Personal Standards:** dress appropriately; meet standards of health and cleanliness; be honest, courteous and moral; only use acceptable language; refrain from actions that seem insubordinate or unruly.

This Code of Conduct lets you and your parents/guardians know what to expect when disciplinary problems arise during the school day. As a student, you must do your part to make the most of the opportunities you are given here to receive an education. At a minimum, you need to come to school on time and on a regular basis. If a minor problem occurs, teachers may simply talk it out with you. If the problem is more significant or if you have repeated behavior issues, you might serve a teacher detention, an office detention or be suspended from school. Please become familiar with this Code of Conduct.

BEHAVIORAL EXPECTATIONS

Students are responsible for exercising good behavior to ensure the safety and well-being of themselves and others. When misbehavior occurs, teachers and administrators will work toward the improvement of the student's behavior. Student behavior will be dealt with in an appropriate and progressive manner. In the school setting this can include, but is not be limited to:

- Being spoken to by a staff member or administrator

- Loss of privileges
- A telephone call being made by the staff member or administrator to parents/guardians
- Teacher detention
- Office detention (single or multiple)
- Parental meeting with the principal to discuss the behavior
- In-School or Out-of-School suspension
- Expulsion

The following list is not exhaustive, but provides guidance to students with respect to school rules and behavioral expectations. The Ryan School Administration reserves the right to impose discipline that it deems appropriate under the circumstances. This handbook shall be used as a guide in making such determinations.

- Tardiness to class
- Any violation of an individual teacher's rules of conduct (non-cooperation, cheating, classroom disturbance, use of profanity, etc.)
- Failure to report to teacher detention
- Violation of Dress Code
- Refusal to obey a reasonable request
- Defacing, **damaging or destroying** school property
- Stealing
- Refusing to do work in class
- Bullying or harassing behavior (see Bullying and Harassment policies in this handbook)
- Any act which the staff member justifiably considers intolerable
- Disrespecting fellow student(s) or staff
- Violating the school's cell phone/electronics policy
- Excessive tardiness to school and/or class
- Riding or attempting to ride another bus without permission
- Cheating
- Destroying or defacing another's personal property
- Leaving class without permission
- Refusal to give unauthorized item to teacher
- Swearing or inappropriate language
- Misbehavior in the cafeteria and/or lunch recess (see Cafeteria Behavior and Expectations)
- Running and/or pushing in corridors
- Talking back
- Repeated failure to bring required materials to class
- Being in areas of the building without teacher permission
- Disruption of the learning environment
- Gum chewing
- Public displays of affection

- Possession and/or use of water pistols, yo-yos, toys, laser pointers and other items inappropriate for school use. These items will be confiscated and discarded unless a parent picks them up within the next 5 school days. It is the student's responsibility to inform the parent if he/she wishes to have the item returned.
- Frequent violation of school rules;
- Direct insubordination following a warning by a staff member
- Possession or use of alcoholic or other controlled substance in school, on the school bus, or at any school function;
- Possession or use of tobacco products in school, on school property or on a school bus;
- Leaving the building without permission;
- Possessing, using and/or selling drugs in school, on school grounds, or at any school function;
- Setting off firecrackers or "stink bombs" on school property;
- Improper behavior while on a field trip or while representing the school off school property;
- Fighting or planning to fight in the school building, on school grounds, or on the bus;
- Activating a fire alarm under false pretenses;
- Possession or use of drug/smoking paraphernalia and drug facsimiles;
- "Pantsing";
- Improper use of the Internet or violation of **Acceptable Use Policy**
- Violation of a local, state or federal law;
- Possession of a weapon;
- Possession of a cigarette lighter, matches or any other incendiary device;
- Truancy from class;
- Inappropriate and/or **unwanted/unwarranted** physical contact;
- Physical and/or verbal abuse;
- Failure to report to detention or office when instructed by a teacher;
- Using crude, offensive, vulgar, or obscene gestures and/or language (verbal or written) on school property;
- Instigating, encouraging or being part of a group that encourages a fight;
- Recording, videotaping, or photographing anyone during the school day **including the school bus**

DETENTION

Team or teacher detentions generally occur at lunch/recess. One or more may be assigned based on the offense. Office detentions are issued by a teacher with the consent of an administrator or by an administrator and are generally held on the day of the offense from school dismissal until 3:30pm. Any student failing to report to an office detention will receive an additional office detention. Examples of student behavior that warrant office detentions include, but are not limited to, those listed **above**.

SUSPENSION

This policy is pursuant to MGL Chapter 71; Section 37H3/4.

<https://malegislature.gov/Laws/GeneralLaws/PartI/TitleXII/Chapter71/Section37H3-4>

Any student who is suspended from school for more than 10 days has the right to appeal to the Superintendent. The appeal must be submitted in writing to the Superintendent within five (5) calendar days of the effective date of the long term suspension. Students may be suspended from school for serious infractions of school regulations.

These actions may include, but are not limited to, the offenses listed under Level Two and Three Infractions.

School administrators are authorized to conduct investigations into school related disciplinary matters, including student interviews.

A suspension may not be imposed without providing the student or the parent oral and written notice (in English or the primary language of the home), along with an opportunity for a hearing on the charge and an opportunity for the parent to participate in the hearing.

A parent/guardian must come with the student to meet with the school administration before that student can be readmitted. While on suspension, a student loses school privileges and may not attend /participate in all school activities, including athletics and social affairs.

Students will be provided with an opportunity to earn credits, make up assignments, tests, papers, and other school work missed while serving the suspension.

CAFETERIA BEHAVIOR AND EXPECTATIONS

When eating in the cafeteria, it is expected that students will:

- Behave in an appropriate manner
- Select one seat for the entire lunch period
- Clean their table and floor areas
- Dispose of trash properly
- Ask permission to leave the table (use restroom, get a utensil, etc.)
- Enter and exit the cafeteria in an orderly fashion
- Not throw objects or food
- Not make excessive noise
- Not push or cut in the lunch line
- Not move from table to table

Any student whose account is at the charge limit and does not bring a lunch from home will be offered an alternative cold reimbursable meal (i.e., sandwich or yogurt with fruit, vegetable and milk).

If parent or guardian continues to carry a balance or doesn't provide lunch money to a student who does not qualify for the free or reduced meal benefits, the Principal or Business Manager will be informed by Food Service to determine course of action.

If a student violates cafeteria rules, he/she will be disciplined accordingly. Consequences may include, but are not limited to, seating change or suspension of cafeteria privileges.

RECESS REGULATIONS

Outdoor recess rules:

- Play in designated areas only
- Use recess type equipment properly and safely
- Report hurtful actions to an adult immediately
- Use proper language
- Keep hands, feet and objects to yourself

Indoor recess rules:

- Children must be seated in a chosen area engaged in a quiet activity
- Permission must be received before leaving one's seat
- Outdoor recess-type equipment is not allowed.

CONDUCT ON SCHOOL BUSES

Students who use school buses are subject to school rules while on the bus and at bus stops. Riding the school bus is a privilege which may be suspended whenever a student fails to follow bus rules. Severe or continuous misbehavior may result in permanent bus suspension. Students should be at their stop 5 minutes prior to scheduled pick-up. Buses leave school on or about 2:30pm. There are no late buses **guaranteed at this time** if a student stays for an activity, detention, or extra help.

Students are **not allowed** to switch buses except for significant extenuating circumstances. In such cases, requests must be made in writing and permission must be granted from administration and transportation director.

RULES FOR BUS CONDUCT

- Students must obey all directions of the bus driver quickly and courteously;
- Students may not throw any objects in or out of the bus;
- Students may not open windows or doors without the driver's permission nor put arms, head or hands outside the window;
- Students may not do anything which will disturb or distract the driver;
- Horseplay or roughhousing is forbidden;
- Student's parents or guardians must pay for any damage that the student has caused on the bus;
- Students may not open emergency exit doors unless instructed to do so by driver;
- Stairs and aisles must be kept free of any large objects;
- Students must remain seated;

- Eating and/or drinking are not allowed;
- The use of any drugs, alcohol, or tobacco products are forbidden;
- The use of obscene or inappropriate language is forbidden

Examples of major bus offenses which may result in an immediate bus suspension include:

- lighting matches/smoking/tobacco use;
- throwing objects in or out of bus;
- hanging out windows;
- using obscene or inappropriate language;
- having or using drugs or alcohol;
- tampering with bus equipment;
- destroying property, i.e. tearing seats, breaking windows, etc.;
- fighting;
- physical abuse to others;
- verbal abuse to others
- inappropriate use of electronic devices
- setting off firecrackers or any incendiary devices

These procedures apply when a bus discipline problem occurs:

- The bus driver will provide the administration with a **School Bus Incident Report**. The administration will then issue a consequence to the student including, but not limited to: warning, written assignment, detention, temporary bus suspension, permanent bus suspension.
- Students will be suspended from the bus for three (3) consecutive days for 3 minor offenses or three (3) consecutive days for one major offense. The administration will rule as to the type of offense.
- Continuous misbehavior will result in additional consequences and may lead to permanent bus suspension.
- When a student is suspended from the bus, parent/guardians are responsible for transportation to and from school.

SECURITY VIDEO CAMERAS ON SCHOOL BUSES –

The Tewksbury Public Schools has implemented a policy regarding Security Video Cameras on School Buses. Please refer to Tewksbury Public Schools Policy Manual, Section EEAEF/ECAF – Use of Video Cameras on School Buses.

BULLYING

Bullying behavior is not tolerated at the John F. Ryan School. Massachusetts General Law (M.G.L. c. 71), as added by Chapter 92 of the Acts of 2010, outlines a bullying prevention and intervention plan. All school policies and procedures regarding bullying and cyberbullying behavior will follow our school handbook, state law, and the policy and procedures of the Tewksbury Public Schools.

BULLYING

is defined as:

The repeated use by one or more students of a written, verbal, or electronic expression or a physical act or gesture or any combination thereof, directed at a victim that: (i) causes physical or emotional harm to the victim or damage to the victim's property; (ii) places the victim in reasonable fear of harm to himself or of damage to his property; (iii) creates a hostile environment at school for the victim; (iv) infringes on the rights of the victim at school; or (v) materially and substantially disrupts the educational process or the orderly operation of a school.

CYBERBULLYING

is defined as:

Bullying through the use of technology or any electronic communication, which shall include, but shall not be limited to, any transfer of signs, signals, writing, images, sounds, data or intelligence of any nature transmitted in whole or in part by a wire, radio, electromagnetic, photo electronic or photo optical system, including, but not limited to, electronic mail, internet communications, instant messages or facsimile communications. Cyberbullying shall also include (i) the creation of a web page or blog in which the creator assumes the identity of another person or (ii) the knowing impersonation of another person as the author of posted content or messages, if the creation or impersonation creates any of the conditions enumerated in clauses (i) to (v), inclusive, of the definition of bullying. Cyberbullying shall also include the distribution by electronic means of a communication to more than one person or the posting of material on an electronic medium that may be accessed by more than one person, if the distribution or posting creates any of the conditions enumerated in clauses (i) to (v), inclusive, of the definition of bullying.

Students with differentiating characteristics, including race, color, religion, ancestry, national origin, sex, socioeconomic status, homelessness, academic status, gender identity or expression, physical appearance, pregnancy or parenting status, sexual orientation (lesbian, gay, bisexual, transgender, questioning), mental, physical, developmental or sensory disability or who by association with a person who has or is perceived to have one or more of these characteristics, will be provided support and anti-bullying skills, knowledge and strategies needed to prevent or respond to bullying or harassment of the student with differentiating characteristic(s) and the peer group.

Anyone wishing to report a suspected act of bullying may fill out a Bully Report Form available in the Ryan School office or the Tewksbury Public Schools website. In addition, a suspected act of bullying may be reported by telephone to any staff member. All reports will be fully investigated by the Ryan School staff.

CARE OF SCHOOL PROPERTY

Students are responsible for the safekeeping of all books, supplies and other school equipment. If a student willfully damages such school property, he/she will be required to pay for its replacement and may face disciplinary action. Parents/guardians will be notified and, possibly, the police department as well. The school will seek restitution from parents or guardians and may work with the police to resolve the issue if needed. Lost books must be paid for before the student leaves in June for summer vacation. Failure to pay for lost materials could also result in disciplinary action.

DRESS CODE

It is our belief that school is a place of business: the business of teaching and learning. As such, dress is expected to be in good taste, appropriate for academic work and consistent with safety standards. Students should dress in neat, clean and safe clothes and should not wear disruptive or distracting attire. Student dress is a matter of personal pride as well as an indication of respect for the learning environment. Thus, clothing such as pajamas and beach attire including flip flops are not appropriate for school. While clothing styles will change over time and specific articles of dress and accessories will emerge and require further review, we provide the following general guidelines:

Shirts/items which make reference to sex, violence, gangs, drugs, alcohol or tobacco, or shirts/items with crude or offensive language are inappropriate attire for school.

Sunglasses (without a doctor's note) are not considered appropriate for the classroom. Hats or head coverings of any type, except those worn for religious or medical purposes, shall not be worn.

Garments that do not sufficiently cover the torso, chest, legs, or back are not appropriate. Garments must be opaque and not see through.

Any display of undergarments is prohibited. Pants or shorts must be worn so as not to expose underclothing such as boxer shorts or other types of underwear.

Coats or jackets should not be worn in classrooms, and backpacks must be stored in the student's locker.

Students will be asked to change the article in question by any staff member. This dress code is in effect for all school events. Issues relating to dress code will be handled in a discreet and

respectful manner. Parents will be notified and may need to be available in the event that appropriate school attire is needed.

DISCIPLINE OF STUDENTS ON EDUCATIONAL PLANS

All students are expected to meet the requirements for behavior set forth in this handbook. Chapter 71B of the Massachusetts General Laws (also known as Chapter 766) requires that additional provisions be made for children with special needs. The following additional requirements apply with respect to discipline of students with special needs.

1. The Individual Educational Program (IEP) for a special needs student will indicate whether the student is expected to meet the regular discipline code or if the student's condition requires a modification. Any modification will be described in the student's IEP.
2. For special needs students who may be removed from their educational program for more than ten days, cumulatively, in a school year, a review of the relationship between the misconduct and the student's disability will be conducted.
3. If, after conducting such review, the student's special education Team determines that the behavior was a manifestation of the student's disability, the Team will discuss a modified program for the student. If the Team determines that the student's behavior was not a manifestation of his/her disability, the student may then be subject to the school's disciplinary code. In that event, an alternative setting for the student to receive instruction will be determined.
4. A Functional Behavioral Assessment will also be conducted with respect to a special needs student whose behavior violates the school's disciplinary code.
5. If a student's conduct involves weapons or drugs, the team may place the student in an alternative educational setting.

When a student is on an educational plan he/she must abide by the Ryan School rules and regulations unless his/her plan states otherwise. Suspensions will be reported to the Administrator of Special Education. Plans will be reviewed by a special education team when a student has accumulated 10 days of suspension from classes in a school year.

SAFE SCHOOLS LEGISLATION

MGL Chapter 71; Section 37H3/4

Suspension Policy

This policy is pursuant to MGL Chapter 71; Section 37H3/4.

<https://malegislature.gov/Laws/GeneralLaws/PartI/TitleXII/Chapter71/Section37H3-4>

Any student who is suspended from school for more than 10 days has the right to appeal to the Superintendent. The appeal must be submitted in writing to the Superintendent within five (5) calendar days of the effective date of the long term suspension.

The School Committee intends that the administration and school principals be given a full range of authority in accordance with the guidelines of the Educational Reform Act of 1993 in order to prevent, address, and hold accountable those responsible for school related violence and other behavior that is not conducive with attendance in a public school.

Two important pieces of legislation related to safe schools are summarized as follows:

MGL Chapter 71; Section 37H

- Any student who is found on school premises, on school buses, or at school sponsored or school-related events, including athletic games, in possession of a dangerous weapon, including but not limited to, a gun or knife; or a controlled substance as defined in Chapter 94C, including, but not limited to, marijuana, cocaine, and heroin, may be subject to expulsion from the school or school district by the principal.
- Any student who assaults a principal, assistant principal, teacher, teacher's aide or other educational staff on school premises or at school sponsored or school-related events, including athletic games, may be subject to expulsion from the school or school district by the principal.
- Any student who is charged with a violation of either of the preceding paragraphs shall be notified in writing of an opportunity for a hearing: provided however, that the student may have representation, along with the opportunity to present evidence and witnesses at said hearing before the principal. After said hearing, a principal may, in their discretion, decide to suspend rather than expel a student who has been determined by the principal to have violated either of the preceding paragraphs.
- Any student who has been expelled from a school district pursuant to these provisions shall have the right to appeal to the superintendent. The expelled student shall have ten (10) days from the date of the expulsion in which to notify the superintendent of the appeal. The student has the right to counsel at a hearing before the superintendent. The subject matter of the appeal shall not be limited solely to a factual determination of whether the student has violated any provisions of this section.
- When a student is expelled under the provisions of this section and applies for admission to another school for acceptance, the superintendent of the sending school shall notify the superintendent of the receiving school of the reasons for the pupil's expulsion.

MGL Chapter 71; Section 37H1/2

- Upon the issuance of a criminal complaint charging a student with a felony, or upon the issuance of a felony delinquency complaint against a student, a principal may suspend such student for a period of time determined to be appropriate by said principal if said principal determines that the student's continued presence in school would have a substantial detrimental effect on the general welfare of the school. The student shall receive written notification of the charges and the reasons for suspension prior to the suspension taking effect. The student shall also receive written notification of the right to appeal and the process for appealing such suspension; provided, however, that such suspension shall remain in effect prior to any appeal hearing conducted by the superintendent. The student shall have the right to appeal the suspension to the superintendent. The student shall notify the superintendent in writing of his request for an appeal no later than five (5) calendar days following the effective date of the suspension. The superintendent shall hold a hearing with the student and the student's parent or guardian within three calendar days of the student's request for an appeal. At the hearing, the student shall have the right to present oral and written testimony on his/her behalf, and shall have the right to counsel. The superintendent shall have the right to overturn or alter the decision of the principal, including recommending an alternate educational program for the student. The superintendent shall render a decision on the appeal within five (5) calendar days of the hearing. Such decision shall be the final decision of the city, town or regional school district with regard to the suspension.
- Upon a student's being convicted of a felony or upon adjudication or admission in court of guilt with respect to such felony or felony delinquency, the principal may expel said student if such principal determines that the student's continued presence in school would have a substantial detrimental effect on the general welfare of the school. (Due process procedures including notification, request for appeal and appeal hearing mirror those procedures outlined in the first paragraph above). Upon expulsion of such student, no school or school district shall be required to provide educational services to such student.

STUDENT CONDUCT AFFECTED BY THE EDUCATION REFORM ACT

(Violent Behavior, Possession of Weapons and Controlled Substances, and Violations of Others' Civil Rights)

(A.) If a student is involved in fighting or other violent behavior or is involved in acts of vandalism or violation of other students' civil rights, on school premises, on school buses, or at school-sponsored events, including athletic games, said student will be immediately suspended for an indefinite period of time, and may be subject to expulsion from school.

(B.) If a student is found on school premises or at school-related events, including athletic games, to be in possession of a dangerous weapon, including but not limited to, a gun or a knife; possession of ammunition for a weapon; or of a controlled substance as defined in chapter 44C (including, but not limited to, marijuana, cocaine, and heroin) said student will be

immediately suspended for an indefinite period of time, and, may be subject to expulsion from the school or school district by the principal.

(C.) If a student assaults anyone on school premises or at school sponsored or school-related events, including athletic games, said student will be immediately suspended for an indefinite period of time and may be subject to expulsion from the school or school district by the principal.

STATE AND FEDERAL LAWS

Students are expected to abide by all State and Federal Laws, and any violation of these laws will be cause for disciplinary action, including police involvement.

SEARCH AND SEIZURE

School officials balance a student's legitimate right to privacy against their need to provide a safe environment in which others can learn. We can search student lockers, desks, and other school areas without a warrant as long as there is a reasonable suspicion that the search is necessary to find contraband or to preserve public safety.

If we find contraband, we will confiscate it and turn it over to the police. We will also notify parents/guardians and begin procedures which may lead to a student suspension from school.

GENERAL INFORMATION

ATTENDANCE AND ABSENCES

Excused Absences

Exempt Absence: A student's absence is classified as excused or "exempt" for the following reasons:

- A medical reason or hospitalization (health care provider documentation or receipts required)
- A court appearance (court documentation required)
- A religious observance (parent/guardian call or note required)
- A death in the immediate family: parent, grandparent, sister, brother, aunt, uncle (parent, guardian call or note required)
- Suspension from school

This type of absence does not count toward the total number of unexcused absences.

Aspen Code: AE-with reason

Unexcused Absences

Absent Confirmed (non-exempt): For an absence to be confirmed, a parent/guardian must call the child's school on the morning of the absence or email the school at ryanattendance@teWKsbury.k12.ma.us and include the student name in the subject field of the email. The student must present a note from the parent/guardian upon return to school. It is considered an unexcused absence until it satisfies one of the reasons above.

An absent confirmed still counts toward the total number of accumulated unexcused absences.
Aspen Code: AC

Absent (Truant, non-exempt): When a student is absent from school and no phone call, email, or note has been received from a parent/guardian, the student's absence is classified as unexcused or truant.

This type of absence or truancy also counts toward the total number of accumulated unexcused absences.

Aspen Code: A

Performance of household or babysitting duties, school visits, and family travel or vacation are considered **unexcused** absences.

Absenteeism and the Massachusetts General Laws:

- The parents or guardians of each pupil shall, annually, at the commencement of each school year, be sent a notice instructing them to call a designated telephone number at a designated time to inform the school of the absence of a pupil and the reason therefor. Said notice shall also require such parent or guardian to furnish the school with a home, work or other emergency telephone number where they can be contacted during the school day. If a pupil is absent and the school has not been notified by the designated time, the school shall call the telephone number or numbers furnished to inquire about said absence.
 - o (Massachusetts General Law Title XII, Chapter 76, Section 1A)
- Following the 5th unexcused absence, a letter will be generated from the Principal's office, or the Principal's designee, notifying the parent/guardian, in writing, of the student's absence, and requesting a meeting with the parent/guardian to discuss the student's attendance. The letter will direct the parent/guardian to contact the Principal's office, or the Principal's designee, within 5 school days to schedule a meeting. If the parent/guardian does not contact the Principal's office or the Principal's designee, within 5 school days, the Principal's office, or the Principal's designee, will call the parent or guardian for purposes of scheduling a meeting. At the meeting, the Principal (Assistant Principal or other designee), the parent/guardian and the student must develop action steps to address the student's attendance. Other relevant school personnel and officials from public safety, health and human services, housing and nonprofit agencies, may offer input into the development of action steps.
 - o (Massachusetts General Law Title XII, Chapter 76, Section 1B)
- Following non-exempt absences of seven (7) full days or fourteen (14) half-days within any period of six (6) months, a supervisor of attendance may choose to file a "failure to send" complaint against the parent or guardian in the juvenile court.
 - o (Massachusetts General Law Title XII, Chapter 76, Section 2)
- Whoever induces or attempts to induce a minor to absent himself unlawfully from school, or unlawfully employs him or harbors a minor who, while school is in session, is absent unlawfully therefrom, shall be punished by a fine of not more than two hundred dollars.
 - o (Massachusetts General Law Title XII, Chapter 76, Section 4)

- Following the eighth (8th) non-exempt absence in one quarter, the Principal or designee may choose to file a "Habitual Truant" Child Requiring Assistance (CRA) in the juvenile court to support the student in attending school.

(Massachusetts General Law Title XVII, Chapter 119, Section 39 E&G)

Attendance Protocol in the Tewksbury Public Schools:

1. Following the fifth (5th) unexcused absence, a letter will be sent home to parents or guardians notifying them of their child's attendance and a copy of the letter will be placed in the student's file. This may be accompanied by a phone call home expressing concern to arrange a meeting with the Principal or designee and/or the School Guidance Counselor.
2. Following unexcused absences of seven (7) full days or fourteen (14) half-days within any period of six (6) months, a supervisor of attendance may choose to file a "failure to send" complaint in the juvenile court. (Massachusetts General Law Title XII, Chapter 76, Section 2)
3. Following the twelfth (12th) unexcused absence, a second letter will be sent home to the parent/guardian notifying them of their child's attendance and a copy will be placed in the student's file.
4. Between twelve to fifteen (12-15) absences the School Attendance Officer may make phone contact or visit the home of the parent/guardians.
5. Following the eighth (8th) unexcused absence in one quarter, the Principal or designee may choose to file a Child Requiring Assistance (CRA) in the juvenile court to support the student in attending school. (Massachusetts General Law Title XVII, Chapter 119, Section 39 E&G)

Please be advised that students who received attendance interventions in the previous school year(s) may be subject to more serious and immediate interventions should signs of continued attendance concerns be observed during the current school year.

If a student is absent because of **extended illness** (14 school days) the parent/guardian should telephone the Office of Special Education (978 640-7818) to request a form for a physician to sign so that the school can provide a tutor to help the student keep up with class assignments.

TRUANCY

Truancy, which is absence from school without permission, is against the law. Any student who has been proven to be truant will be disciplined by the school and may be referred to a higher authority for action.

TARDINESS

Each student is to be in his/her homeroom not later than 8:15 AM. If a student arrives to school after 8:15 A.M., he/she must be accompanied by a parent or guardian to the main office. The student must obtain an admission slip from the office before reporting to class. If a student is frequently tardy, the student may be assigned an after school or lunch-detention or, at the discretion of the school administration, the student may be restricted from taking part in school activities and/or privileges.

DISMISSALS

- Dismissal notes should be given to the homeroom teacher and state the following: Student's first name, last name, homeroom, time of dismissal, reason for dismissal, room number where the student will be at that time, and parent signature.
- No student will be dismissed from school unless a responsible adult is available to escort him/her home.
- A student dismissed before 11:00 AM is considered absent unless the student returns to school.

Under no circumstance should a student when feeling ill use a cell phone to contact a parent/guardian to be picked up from school without first reporting to the nurse's office. During the school day, cell phones are not to be used without teacher permission. If the nurse is unavailable, the student is to report to the main office.

EARLY ARRIVAL

Students who do not take the bus in the morning will be unable to enter the building prior to 8:00 AM. Teacher supervision begins at this time and we are unfortunately unable to guarantee the safety of students who arrive earlier.

VACATIONS DURING THE SCHOOL YEAR

December, February and April vacations are included in the school calendar. Family vacation taken while school is in session is contrary to Student Attendance Policy voted by the School Committee and is strongly discouraged. It has been our experience that students do not complete work while on such vacations. Should a student miss school because of a vacation, makeup work will be assigned upon his/her return to school. Teachers may, at their discretion, assign work before students leave on vacation.

NO SCHOOL/DELAYED OPENING/EARLY RELEASE ANNOUNCEMENTS

Schools will be closed only in the case of severe, inclement weather. Announcements relative to closing schools for inclement weather will be carried by TV stations, **Twitter@tpsdistrict**, and through the district's telephone notification system "**One Call Now.**"

Delayed Openings: Superintendent will notify the public by the same procedure as "no school" announcements. Parents and students are requested not to call the Police Station, Fire Station, Bus Contractors, School Principals, or the Superintendent of Schools for "no school" information. Information will not be available from these sources.

Early dismissals are highly unusual. In the event we must dismiss schools early due to inclement weather or other conditions, an announcement will be made on television stations

(Channels 4, 5, 7, 25 and NECN), on One Call Now, our telephone notification system, and on *Twitter*. System-wide early dismissal will be in the following order: High School, Wynn, Ryan, Heath Brook/Trahan, and Dewing/North Street Schools. Hopefully, we can avoid some school cancellations during the winter by use of this plan. It is advisable to arrange for a safe home for your student to go to in the event that you may not always be at home. Your cooperation is appreciated.

GUIDANCE DEPARTMENT

School psychologists are available to every student in the school. These services include counseling in the areas of academics, social issues, and home concerns. School psychologists meet with most students throughout the year in an effort to get to know them. A student can make an appointment to see a school psychologist. The school psychologist will make arrangements to meet with the student at a mutually agreeable time.

Health Services

1. ACCIDENT/ILLNESS Forms: Please correct and return as soon as possible. Any recent health problem that is not reflected in your child's health record should be brought to the school nurse's attention immediately. The importance of correct forms cannot be overemphasized. Please update the school with any changes during the school year.

2. Screenings: State law mandates the following screenings:

- Height, weight and BMI measurements in grades 1, 4, 7 and 10. This information will be mailed home individually to the parents/guardians.
- Vision screening is conducted during the year in grades 1-5, 7 and 9. Parents/guardians will be informed if the child requires follow up. These screenings are not to be used as diagnostic studies. Hearing screening is conducted during the year in grades K-3, 5, 7 and 9. Parents/guardians will be informed if the child requires follow up. These screenings are not to be used as diagnostic studies.
- Postural Screening is conducted on all students in grades 5 - 9. This is mandated by the state of Massachusetts. You will be notified prior to the screening and if your child requires follow up.
- **A Parent /guardian may refuse any screening for their child in writing to the school nurse.**

3. Physicals: State law in grades K, 4, 7, & 10 mandates school physicals. Physical exam forms were sent out in the spring. In addition, most Doctor's offices have a similar form of their own, which is acceptable. Please return all completed forms by **October 1st**.

4. Medication: State law Please call the school nurse in your child's school for medication order and parental permission forms. **NO Medication, prescription or over the counter** can be administered without these forms. All medication must be in a pharmacy labeled container or unopened original manufacturer's container. Please contact the school nurse for any medication

administration including prescribed, over the counter medications, inhalers etc. Forms are currently available from the school nurse. Self - administration is not permitted for over the counter medications. **Inhalers require MD orders and written parent permission for self administration prior to review by the school nurse.**

5. Illness, Injuries and Surgeries: Please call the school when your child is absent. In the event of a physician documented contagious illness, it is important for the school nurse to know. This is for the protection of your child as well as the other students and staff that may be susceptible to infection. **A Doctor's note is required when the student returns to school when there are any restrictions in activity, including the nature of the restriction and the time/ length of the restriction especially in cases of hospitalization and surgery. Students should have documentation from a MD before returning to school, with splints, braces crutches, slings, and stitches etc.**

6. Concussion and Head Injuries: Head injuries/concussions must be reported to the school nurse, when reporting back to school. **Documentation from the health care provider must be provided to the school nurse that the student may return to school along with any restrictions in activity or academics that may be required. Please contact the school nurse prior to returning to school. Please visit www.tewksbury.k12.ma.us District Info Policy Manual to access TPS Policies regarding Concussion. Refer to File: JJIF ATHLETIC CONCUSSION POLICY and File: JJIF-R ATHLETIC CONCUSSION REGULATIONS.**

7. When to keep your student home:

1. Fever over 100 °F. Students may return to school when fever free for 24 hours without the use of fever reducing medications such as Tylenol or ibuprofen.
2. An unexplained vomiting episode, or 3 or more loose, watery stools or loss of control of stools. The student may return after 24 hours after last episode, and has returned to normal diet.
3. Conjunctivitis: Any drainage from the eye can signal infection. Please have it checked and provide written clearance from a health care provider. Keep the student home until 24 hours after the first dose of medication.
4. Antibiotics: these are prescribed for infections. Please avoid spreading infection by keeping the student home until 24 hours after the first dose of medication.

Please call your school nurse if the student requires medication, or has any change in their medical condition. If you are not sure, check with your nurse.

Please call the school nurse at your child's school for any questions and for more information regarding these procedures.

Medications

- By law, all medication, prescription or over the counter, must have a written physician's order and written parental permission to be administered in the school setting. Tylenol and ibuprofen may be administered at the school nurse's discretion with established protocols developed by the consulting school physician when a signed parental permission form is on file in the health office.
- All other medication that may need to be taken during the school day, whether routine or as needed, must have a written physician's order as well as a completed parental permission form that can be downloaded from the school website or obtained at the health office. Every effort should be made to schedule medications outside the school day, such as daily meds and those given twice a day. If special circumstances prevail, please speak to the school nurse to establish a plan.
- Medication must be in a pharmacy labeled container or unopened original manufacturer's container. Ask your pharmacist for a second prescription-labeled bottle if medication needs to be taken between home and school. Medication will not be given from any other type of container. Please notify the school nurse of any changes in medications or dosages.
- Medication must be taken in the nurse's office under the supervision of the school nurse. If special circumstances exist, please call the nurse to explain and to establish a plan for self-administration. Students with self-administration privileges must be capable of keeping the medication to themselves during the school day. Sharing medication with other students is not permitted.
- By law, students are allowed to carry emergency medications, including respiratory inhalers, insulin, and epi-pens with prior knowledge of the nurse. Please be sure to have the necessary physician and parent signed forms on file in the health office.
- Please call the school nurse's office at (978) 640-7880 or email with any questions you may have or to make an appointment.
- Failure to adhere to the above policies and procedures may result in suspension.

LOCKERS - STUDENT ASSIGNMENT AND USE

Students are assigned a locker for books, coats and jackets at the beginning of each year and are given a lock with a unique combination to use during the school year. Students can go to their lockers before and after school, at the beginning of lunch period, and any additional times as decided by the team of teachers. Students should keep the combination to their locks a secret. The school is not responsible for items stolen from a locker. All items stored in lockers must be related to an authorized school activity. School officials may, without prior warning, examine the contents of a locker when there is reasonable suspicion to believe that the locker may contain prohibited items.

- Backpacks/book bags are not allowed to be carried from class to class; they must be placed in lockers and remain there throughout the school day. Teachers will schedule locker times that will allow students to access their belongings at various times throughout the day.
- Students are held responsible for the proper use and care of the locker assigned to them.
- Student must **never** leave locker combinations **unlocked**.
- The school assumes **NO** responsibility for lost articles.

VALUABLES

Students should not bring large amounts of money or expensive items to school. If necessary, students may place money in a sealed, labeled envelope and store it temporarily in the safe in the main office. **DO NOT LEAVE** money, watches, rings, purses or other things of value in lockers or classrooms. A student may ask a Physical Education Teacher to hold valuables for a student during Physical Education classes. Tewksbury Public Schools is not responsible for lost or stolen items.

LOST AND FOUND

When a student finds something that isn't his/hers, bring it to the office. A student may look through "found" items in the cafeteria area to find something that was lost and turned in.

TELEPHONE USE

The office phone and classroom phones are for emergency use only. Students who require use of a school phone need to request permission from the office or a teacher. Our priority is not to disrupt class work and student learning during the school day.

WALKING TO SCHOOL

Students may walk home from school if parents submit a letter granting the student permission to walk home that day. A parent may also write one letter that permits the student to walk home at any time during the school year. Students who are walking may leave at **first dismissal**.

RIDING A BICYCLE TO SCHOOL

Students are permitted to ride a bicycle to school if they have turned in a [Student Bicycle Riding Contract](#) signed by student, parent/guardian and administrator which states, in part:

- In accordance with the Massachusetts Bicycle Helmet Law, **all individuals, 16 or younger, must wear a bike helmet when riding a bicycle to school.**
- Students riding a bicycle will leave on **first dismissal**.
- Students should use a bike lock of their own to ensure its safe keeping while at school.

FIELD TRIPS

A student's parent/guardian must complete a field trip form which must be given to the teacher before a student may get on the trip bus. During the trip students will stay with teachers or

chaperones. A student may be excluded from a field trip if behavior has been consistently inappropriate. This decision will be made by the student's teachers and an Administrator. Any parent volunteer accompanying a field trip must complete a CORI request form.

EMERGENCY PROCEDURES

FIRE ALARM DIRECTIONS

Students should be aware that fire exit directions are posted in each classroom. Students should:

- Locate and consult these directions when entering each classroom or school area;
- Follow those directions quickly and quietly when the alarm sounds;
- Leave the school building immediately with teachers;
- Follow the prescribed route and ask teachers if there are any questions concerning the fire exit directions;
- Use alternate routes other than posted instructions in case the fire is blocking established routes, e.g. rear doors adjoining one class with another, outside exits, different staircases, etc.;
- Listen to any additional instructions given on the public address system and follow these;
- Not enter the building until directed to do so by a teacher;
- While outdoors, remain at least 50 feet from the school building with teachers;
- Treat every fire alarm as a real alarm.

NOTE: Pulling a false alarm is an unlawful act and will be treated as a police matter.

EVACUATION

An evacuation of the building could be used by the administration to evacuate the building for any reason other than a fire. Evacuation for a fire will always be done via the fire alarm system. An alternate evacuation will begin with an announcement made over the intercom system. Students should be aware of the alternate evacuation route for the room that they are in. The evacuation route for each room will be posted next to the fire exit sign in each room. If there are any questions about the evacuation procedure, students should ask their teacher. When evacuating the building for any reason, it is important that it be done in a calm and orderly manner. Classes must stay together with their teachers so that an accounting of all students can be done.

LOCKOUT

LOCKOUT is procedure to be used when dealing with a threat or potential threat to the school building or occupants from outside of the building.

The Administration or designee will initiate LOCKOUT over the intercom. Students will be instructed to go into their assigned room. All students will rejoin their class or activity.

LOCKDOWN

LOCKDOWN is a procedure to be employed when dealing with a threat or potential threat to the school building or occupants from within the building.

The Administration or designee will initiate LOCKDOWN over the school intercom. Students will be instructed to go to the nearest room and evacuate the hallways.

Students and staff will utilize this approach as part of the A.L.I.C.E response (see below).

A.L.I.C.E. PROTOCOL

Students and staff are trained in the A.L.I.C.E. (Alert, Lockdown, Inform, Counter, Evacuate) protocol and are able to choose from the above response options in determining the most effective way of ensuring their physical safety when faced with an imminent threat.

NEW STUDENT REGISTRATION

New students at the John F. Ryan School must appear with parent/guardian and bring the following at time of registration:

- proof that student lives in the school district (If a student is not living with parents, the school needs to know who the person is and what authority they have to be the guardian);
- copy of academic transcript from last school;
- transfer card from last school;
- medical/immunization record;
- most recent Educational Plan (if applicable);
- verification that student was not expelled from previous school; if student was expelled, it is possible that enrollment may not be permitted. **Note: Until all materials are obtained and verified, registration is incomplete.**

POLICIES

ACCEPTABLE USE OF COMPUTERS

Before a student can use the school computers, he/she and a parent/guardian must read and sign the Acceptable Use Policy. Those policy forms will be distributed during the first week of school. Violation of the acceptable use policy could lead to disciplinary action including, but not limited to, loss of computer privileges, detention, or suspension.

AHERA

As per the requirements of 40CFR 763 section 84 (f) of the AHERA regulation, Asbestos Inspections and Management Plans are available for review at the office of the building principal during normal working hours.

ALCOHOL AND OTHER DRUG POLICY

A student will be suspended from school and may be subject to expulsion if he/she is found to be in possession of alcohol or other drugs (or under the influence of, or distributing) while on

school premises, on school buses, or at school-sponsored events such as dances and athletic games. The school will report violators to the police. This policy also applies to any student found to be in possession of drug paraphernalia and drug facsimiles.

APPROPRIATE USE OF PERSONAL ELECTRONIC DEVICES

Radios, iPods, tablets, cell phones and other personal electronic devices are prohibited in the school without consent from the Principal or as designated in a student's IEP or 504 plan. Students found in possession of such items will have them confiscated and parents/guardians may pick them up at the main office that same day.

Use of a personal electronic device's audio or visual recording features is not permitted without prior approval of an administrator or teacher. Massachusetts law makes it a crime to secretly record an in-person or telephone conversation without the consent of all parties to the conversation. Failure to comply with the requirements of this policy will result in disciplinary action and may result in suspension.

Please remember that students who bring these devices to school do so at their own risk. The school is not responsible for the loss, damage or theft of a student's property at school, on the bus, or at school events. It is expected that all electronic devices are charged at home.

NONDISCRIMINATION

Tewksbury Public Schools does not discriminate on the basis of race, color, sex, gender identity, religion, national origin, sexual orientation or disability in its admission of students in, or access of students to all programs or activities offered by Tewksbury Public Schools including athletics and other extracurricular activities.

Tewksbury Public Schools strive to prevent, oppose and prohibit harassment or discrimination based on a student's race, color, sex, gender identity, religion, national origin, sexual orientation or disability and will respond promptly and appropriately to any complaint or report of discrimination or harassment. (File: AC, ACA, ACAB in School Committee Policy)

FELONY COMPLAINT OR CONVICTION OF STUDENT (MGL: Ch71, S. 37H1/2)

1. Upon issuance of a criminal complaint charging a student with a felony or upon issuance of a felony delinquency complaint, the principal may suspend such student for a period of time determined appropriate by the principal if the principal determines that the student's continued presence in school would have a substantial detrimental effect on the general welfare of the school.
 2. Upon a student being convicted of a felony or upon an adjudication or admission in court of guilt with respect to such felony or felony delinquency, the principal may expel such student if the principal determines that the student's continued presence in school would have a substantial detrimental effect on the general welfare of the school.
- In both sections 1 and 2, a student and parents have the right of appeal to the Superintendent of Schools.

PROCEDURES FOR STUDENTS WITH DISABILITIES SECTION 504

A student, parent/guardian or employee who believes that he/she has been discriminated against on the basis of his/her disability shall report such grievance to the principal, or in the alternative to the Superintendent of Schools. The procedure for filing such a grievance is set forth in the district's Section 504-grievance policy, a copy of which is available in the principal's office.

In addition, if a complainant remains dissatisfied with the district's resolution of his/her complaint, he/she may file a complaint with one or more of the following agencies. A statute of limitations of 180 days may apply to the filing of such complaint.

Office of Civil Rights
United States Department of Education
J. McCormack Post Off. And Courthouse
Room 701
Boston, MA 02109

Commonwealth of Massachusetts
Commission Against Discrimination
One Ashburton Place
Boston, MA 02108

Commonwealth of Massachusetts
Bureau of Special Education Appeals
350 Main Street
Malden, MA 02148

DISCRIMINATION, OTHER FORMS

If a student believes that he or she has been subject to discrimination on the basis of race, color, religious creed, national origin, gender, sexual orientation, genetic information or ancestry, he or she may report such discrimination complaint using the same procedure set above for disability under Section 504.

EXPULSION

By law the Tewksbury Public Schools must give the student and parents/guardians a fair hearing before separating him/her permanently from the school for misconduct. The principal conducts this hearing and must provide the student with:

- Written notice of the charge of misconduct;
- Notice that he/she may be represented by an attorney or advocate (at student's expense);
- Adequate time to prepare for the hearing;
- Access to all documents the school intends to use at the hearing;
- The right to question witnesses; and,
- A reasonably prompt, written hearing decision supported by specific findings of fact.

HARASSMENT, CIVIL RIGHTS AND RESPECT

"Harassment" is conduct that is personally offensive, degrading or threatening to others. It is strictly prohibited at the John F. Ryan School. The school's policy against harassment refers to/but is not limited to, insulting or harmful comments or actions based on a person's race, gender, sexual orientation, national origin, physical characteristics or disability. Examples of harassment include, but are not limited to, name calling, put downs, threats, sexually suggestive remarks, unsolicited physical contact, unwelcome and insulting comments and gestures, and the display or circulation of written materials or pictures that are degrading to any individual, or any ethnic, religious or gender group. All members of the Ryan School Community are expected to adhere to this policy and are strongly encouraged not to tolerate, even by silence, any

violation of it by others. Consequences for violating this policy can include mandatory counseling, exclusion from school social events, and suspension from school ranging from one to ten days with notification to the police. Repeated or extreme forms of harassment may result in a recommendation of expulsion from the Ryan School.

Incidences of harassment may result in a hearing conducted by the principal. The parents will be contacted. The totality of the circumstances, the nature of the conduct and the context in which the alleged conduct occurred will be investigated. After due process has been afforded, a decision will be rendered. Harassment will be treated on an equal basis with those incidents involving bias or hatred. Since harassment may involve state and/or federal law, the Tewksbury Police may be asked to offer assistance, clarification and/or direction. For compliance issues, parents should contact:

Brenda Theriault-Regan, Assistant Superintendent
Tewksbury Public Schools
139 Pleasant Street
Tewksbury, MA 01876
Telephone 978-640-7800

Judi McInnes, Principal
John R. Ryan Elementary School
135 Pleasant Street
Tewksbury, MA 01876
Telephone 978-640-7880

HARASSMENT: SEXUAL

All students—should show respect toward each other in the school setting. Bothering another person with unwanted verbal or physical advances of a sexual nature is unacceptable. Displays of affection are also not considered appropriate in the school setting or at school events. These behaviors may lead to disciplinary action.

A student who believes he or she has been subjected to sexual harassment should consult the district's sexual harassment complaint procedure, a copy of which is available in the principal's office.

An individual who feels that he/she has been sexually harassed may file a complaint with the following agency. A statute of limitations of 180 days may apply to the filing of such complaint.

Commonwealth of Massachusetts
Commission Against Discrimination
One Ashburton Place
Boston, MA. 02108

HAZING LAW

Massachusetts General Laws - Chapter 269
C. 269,S.17. Crime of Hazing: Definition: Penalty

Whoever is a principal organizer or participant in the crime of hazing, as defined herein, shall be punished by a fine of not more than one thousand dollars or by imprisonment in a house of correction for not more than one year, or both such fine and imprisonment.

The term "hazing" as used in this section and in section eighteen and nineteen, shall mean any conduct or method of initiation into any student organization, whether on public or private property, which willfully or recklessly endangers the physical or mental health of any student or any other person. Such conduct shall include whipping, beating, branding, forced calisthenics, exposure to the weather, forced consumption of any food, liquor, beverage or drug or other substance, or any other brutal treatment or forced physical activity which is likely to adversely affect the physical health or safety of any such student or other person, or which subjects such student or other person to extreme mental stress, including extended deprivation of sleep or rest or extended isolation.

Notwithstanding any other provisions of this section to the contrary, consent shall not be available as defense to any prosecution under this action. Added by St. 1985,c.536; amended by St. 1987,c.665.

C.269,S.18. Duty to Report Hazing

Whoever knows that another person is the victim of hazing as defined in section seventeen and is at the scene of such crime shall, to the extent that such person can do so without danger or peril to himself or others, report such crime to an appropriate law enforcement official as soon as reasonably practicable. Whoever fails to report such crime shall be punished by a fine of not more than one thousand dollars. Added by St.1985,c.536; amended by St.1987,c.665.

NOTE: If a student is found guilty of hazing at the Ryan School, he/she will be subject to possible expulsion.

STUDENT RECORDS

The Student Record Regulations adopted by the Board of Education apply to all public elementary and secondary schools in Massachusetts (They also apply to private day and residential schools that have state approval to provide publicly-funded special education services.) The regulations are designed to insure parents' and students' rights of confidentiality, inspection, amendment, and destruction of student records, and to assist school authorities in carrying out their responsibilities under state and federal law.

INSPECTION OF RECORDS

A parent or an eligible student has the right to inspect all portions of the student record upon request. The record must be made available within two days after the request, unless the parent or student consent to a delay.

The parent and eligible student have the right to receive a copy of any part of the record, although the school may charge a reasonable fee for the cost of duplicating the materials. The parent and eligible student may request to have parts of the record interpreted by a qualified professional from the school, or may invite anyone else of their choice to inspect or interpret the record with them.

Access of non-custodial parents to their child's student information is governed by Massachusetts General Laws, Chapter 71, Section 34H and the Department of Education's Regulations, at 603 CMR 23.07. A noncustodial parent shall submit a written request for records to the school principal annually. Upon receipt of the request, the school principal is required to notify the custodial parent of the receipt of the request. The custodial parent will be notified that the information requested will be provided to the non-custodial parent unless the principal is provided with documentation of a court order that prohibits the provision of such information to the non-custodial parent.

CONFIDENTIALITY OF RECORDS

Except where the regulations specifically authorize access by third parties, no individuals or organizations other than the parent, eligible student and school personnel working directly with the student are allowed to have access to information in the student record without the specific, informed, written consent of the parent or eligible student.

AMENDMENT OF RECORDS

The parent and eligible student have the right to add relevant comments, information, or other written materials to the student record. In addition, the parent and eligible student have a right to request that information in the record be amended or deleted. They are entitled to meet with the principal (or the principal's designee) to discuss their objection to information that is in the records, and to receive a written decision. A parent or eligible student who is not satisfied with principal's decision may appeal to higher authorities in the school district.

DESTRUCTION OF RECORDS

The regulations require school authorities to destroy a student's temporary record within five years after the student transfers, graduates or withdraws from the school system. School authorities are also allowed to destroy misleading, outdated, or irrelevant information in the record from time to time while the student is enrolled in the school system. In each case, the school must first notify the parent and eligible student and give them the opportunity to receive a copy of any of the information before it is destroyed.

The above is only a summary of some of the more important provisions of the Student Record Regulations that relate to the rights of parents and eligible students. The Student Record Regulations are included in the code of Massachusetts Regulation at 603 CMR 23.00. For more detailed information, please review the regulations (copies of which should be available in every public school) and the Questions and Answers guide published by the Massachusetts Department of Education in 1995.

FURTHER POLICIES

This Handbook is amended by any policy or procedure subsequently enacted by the Tewksbury Public School.

Tewksbury Public Schools

Office of the Superintendent
139 Pleasant Street
Tewksbury, MA 01876

Christopher J. Malone, C.A.G.S.
Superintendent (978) 640-7800
cmalone@tewksbury.k12.ma.us

Brenda Theriault-Regan, C.A.G.S.
Asst. Superintendent (978) 640-7800
bregan@tewksbury.k12.ma.us

Celebrating Excellence



*When you motivate your child to read, you also motivate him/her to learn.
Reading is the foundation of a successful education.
Children improve this all-important activity by . . .
reading, reading, and reading some more!*

Notice to Parents of New Kindergarten – Grade 4 Children

Dear Parents/Guardians:

Welcome to our Summer Reading Program. Reading is a most important and rewarding activity that directly correlates with a student's academic success. Therefore, we are asking all children to participate in our program by reading three (3) or more books this summer, including (1) non-fiction selection. Parents of Kindergarten children (or pre-readers), may read the 3 books to their child.

You and your child can select any book; however, one must be a non-fiction selection. We have compiled a list of suggested authors to help children and parents select summer reading books appropriate to their grade level. Please help your child get off to a good start! Below please find some helpful suggestions to assist you in motivating your child to participate:

- ♦ Choose books on topic that your child enjoys. Take him/her to the public library frequently.
- ♦ Children are naturally curious. Allow them to ask lots of questions about the story you are reading.
- ♦ Ask your child questions about the book he/she is reading:
 - What do you think will happen next?
 - What character did you like the most?
 - What does your favorite character look like?
 - Did you like the story? Why or why not?
 - Can you tell me one thing that happened in the story?
- ♦ Encourage your child to vary his/her selection – don't have them read the same type of book each time. Again, vary his/her selection (poetry, picture, non-fiction, etc).

Please help your child complete the non-fiction book summary, fill out the attached reading log, and initial in the right-hand column. Extra materials and additional information about the Summer Reading Program are available in the Curriculum Office, 139 Pleasant Street, on-line at www.tewksbury.k12.ma.us and at the Tewksbury Public Library. Please see other side for Tewksbury Public Library Summer Reading Club information.

In the fall, teachers will collect the non-fiction summary forms and logs. Students who meet all the summer reading requirements will receive a certificate of participation. Most of all, students who consistently read throughout the summer, will be better prepared for a successful school year.

Thank you, in advance, for your assistance with our Summer Reading Program.

Happy Summer Reading!

TPS District Strategy:

The Tewksbury Public Schools community believes that our educational program will encompass a 21st century teaching and learning approach that promotes consistent growth among our students and staff to achieve academic, social, and emotional success for all students.

Join the Summer Reading Club at the Tewksbury Public Library!

Get prizes for reading all summer.

"Library Rocks" with crafts, book discussion groups
and special events throughout the summer.

It's easy to sign up!

1. Bring your summer reading packet to the Children's Room desk beginning Monday, June 25th to sign up, or you may sign up on-line by visiting our website www.tewksburypl.org/.
2. Read! Write down the titles and authors of the books you have read on the lines inside the packet.
3. During the summer, bring your folder back to the library as often as you like to have your books checked off. The more you read, the more prizes you'll get!
4. The Summer Reading Club ends on August 10th with a party. At this time, Summer Reading Club participants can pick up their certificate and even MORE prizes.
5. The last official day for the Summer Reading Club is Friday, August 10th.
6. You can still check in your reading and pick up your final prizes through August 31st.

Preschoolers through students entering 5th grade can participate in the Children's Department reading program, where you keep track of how much TIME you read. After you sign up, you'll receive a reading brag tag and chain. Then for each 15 minutes you read, you earn a reading bead. When it adds up to an hour, you'll earn a shiny bead and a raffle ticket for more than 20 cool prizes. Read for a total of 4 hours and you'll earn special beads. The more you read, the more raffle tickets you'll earn. The library will also host free events and programs every week day during the summer, from concerts to juggling to animal shows to science. The best part is it is all free!

We also have both a Teen Summer Reading Program for students entering grades 6 to 12, and an Adult Summer Reading Program. The whole family can participate this summer, and attend both indoor and outdoor events. Participation in all programs begins June 25th!

Tewksbury Public Schools Summer Reading List Suggestions

Entering 1st Grade

*The summer reading assignment is to read a minimum of 3 books, one of which must be a non-fiction. This list is suggestions only; students may read any titles they wish.

Picture Book Authors

Asch, Frank
Barnett, Mac
Bemelmans, Ludwig
Carlson, Nancy
Cronin, Doreen
Demi
dePaola, Tomie
Dorros, Arthur
Elya, Susan Middleton
Falconer, Ian
Fleming, Denise
Henkes, Kevin
Kirk, Daniel
McCloskey, Robert
McQuinn, Anna
Pinkney, Jerry
Portis, Antoinette
Rockwell, Anne
Sendak, Maurice
Seuss, Dr.
Stein, Ezra David
Young, Ed

Easy Reader Authors

Arnold, Tedd
Eastman, P.D.
Miller, Sarah Swan
Minarik, Else
Scotton, Rob
Van Leeuwen, Jean
Wells, Rosemary
Yasuda, Anita

Non-Fiction Authors and Series

Aliki (many topics)
Chin, Jason (many topics)
DePaola, Tomie (many topics)
Gibbons, Gail (many topics)
Showers, Paul (many topics)
Tang, Gregory (math)
Tavares, Matt (sports biographies)
Zoehfeld, Kathleen (many topics)
Magic School Bus series
National Geographic Science Readers

Please add any Caldecott or Newbery Award winning titles, myths, folk tales, fairy tales, Bible stories as literature, nursery rhymes and poetry.

NON-FICTION BOOK SUMMARY

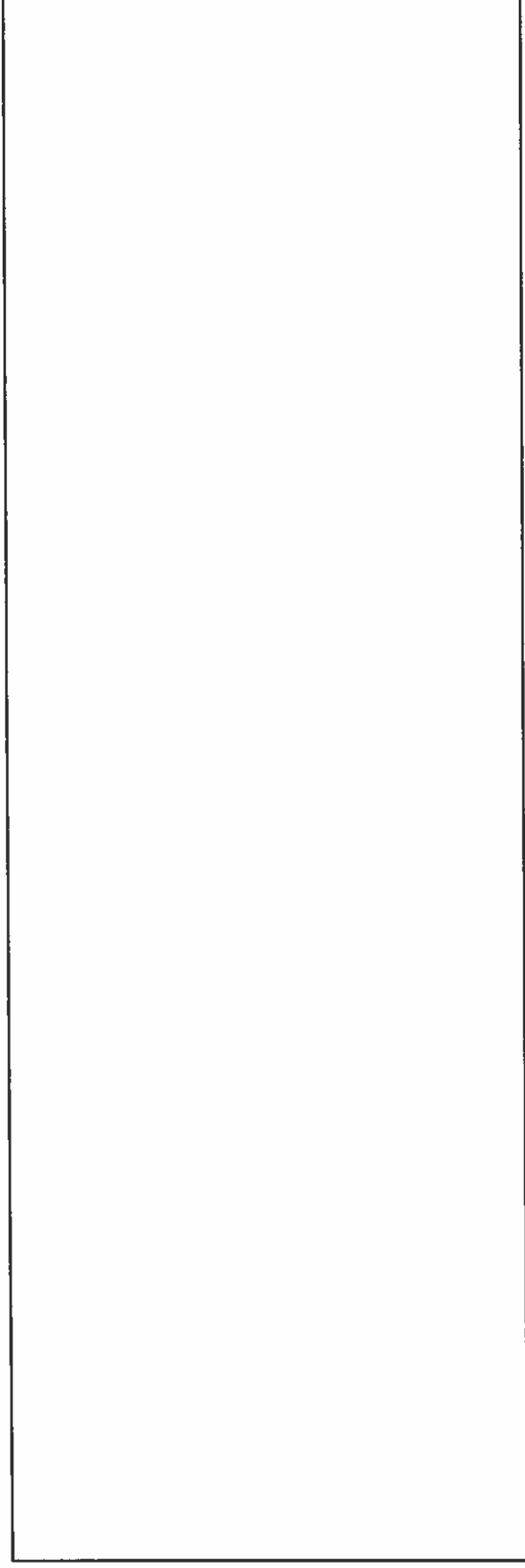
For students entering Kindergarten and Grade 1

NAME _____

TITLE _____

AUTHOR _____

Draw a picture of something you learned in the book.



With an adult, write a sentence about your picture.

Tewksbury Public Schools Summer Reading List Suggestions

Entering 2nd Grade

*The summer reading assignment is to read a minimum of 3 books, one of which must be a non-fiction.
This list is suggestions only; students may read any titles they wish.

Picture Book Authors

Agee, Jon
Bunting, Eve
dePaola, Tomie
Gandhi, Arun
Gerstein, Mordecai
Goble, Paul
Gravett, Emily
Hills, Tad
Jenkins, Emily
Kellogg, Steven
Krishnaswami, Uma
McPhail, David
Munsch, Robert
O'Connor, Jane
Pulver, Robin
Schachner, Judy
Shea, Bob
Steig, William
Wallace, Nancy Elizabeth
Williams, Vera

Easy Reader Authors

Adler, David
Cazet, Denys
Cosby, Bill
Danziger, Paula
Egan, Tim
Lin, Grace
Lobel, Arnold
Marshall, James
Parish, Peggy
Thiesing, Lisa
Rylant, Cynthia
Sharmat, Marjorie Weinman

Non-Fiction Authors and Series

Arnosky, Jim (nature, animals)
Chin, Jason (many topics)
Cohen, Daniel (dinosaurs)
Floca, Brian (vehicles, space)
Gibbons, Gail (many topics)
Jenkins, Steve (animals)
Patent, Dorothy Hinshaw (nature)
Tavares, Matt (sports biographies)
I Am... biography series
Magic School Bus series
National Geographic Science Readers

Please add any Caldecott or Newbery Award winning titles, myths, folk tales, fairy tales, Bible stories as literature, nursery rhymes and poetry.

Student's Name: _____ (Please Print)

School: _____ Grade Entering: _____

Total # of Books Read: _____ Total # of Days Read: _____

Date	Title	Author	Parent Initials
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
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_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Parent's Signature

Student's Signature

Name: _____

Date: _____

Book Report: Grade 2 Non-Fiction Book Summary

Title: _____

Author: _____



This book was _____, number of pages _____
(Easy, just right, hard)

Describe what the book is about.

List three interesting facts you learned from this book.

1. _____

2. _____

3. _____

Did you like this book? Tell why or why not. _____

Tewksbury Public Schools Summer Reading List Suggestions

Entering 3rd Grade

*The summer reading assignment is to read a minimum of 3 books, one of which must be a non-fiction. This list is suggestions only; students may read any titles they wish.

Early Chapter Book Fiction Authors

Brown, Jeff
Cameron, Ann
Christopher, Matt
Cleary, Beverly
Greene, Stephanie
Howe, James
Jacobson, Jennifer
Jules, Jacqueline
Kelley, Marty
Kerrin, Jessica Scott
Manushkin, Fran
Smith, Alex T.

Non Fiction Authors and Series

Adler, David (biographies)
Bishop, Nic (nature)
Christopher, Matt (sports biographies)
Cole, Joanna (history, science, nature)
Curlee, Lynn (history)
Krull, Kathleen (biographies)
Markle, Sandra (nature)
Simon, Seymour (science, space)
St. George, Judith (biographies)
Magic Tree House Fact Trackers series
National Geographic Science Readers series
Who Was biography series
What Was/What Is/Where Is series

Series Fiction

A to Z Mysteries (Ron Roy)
Ballpark Mysteries (David Kelly)
Calendar Mysteries (Ron Roy)
Capitol Mysteries (Ron Roy)
Horrible Harry & Song Lee (Suzy Kline)
Judy Moody & Stink (Megan McDonald)
Magic Tree House (Mary Pope Osborne)

Easy Reader Authors

DiCamillo, Kate
Hapka, Cathy
Parish, Peggy
Rylant, Cynthia
Sharmat, Marjorie Weinman
Yolen, Jane

Please add any Caldecott or Newbery Award winning titles, myths, folk tales, fairy tales, Bible stories as literature, nursery rhymes and poetry.

Name _____

Book Report: Non-Fiction Grade 3 and 4 Book Summary



Title	Author
-------	--------



What type of information is contained in this book?



Did you find the book interesting? Why or why not?

Write 5 interesting facts that you've learned.



Would you recommend this book to a friend? Why or why not?

Student's Name: _____ (Please Print)

School: _____ Grade Entering: _____

Total # of Books Read: _____ Total # of Days Read: _____

[illegible]

Tewksbury Public Schools Summer Reading List Suggestions

Entering 4th Grade

*The summer reading assignment is to read a minimum of 3 books, one of which must be a non-fiction. This list is suggestions only; students may read any titles they wish.

Early Chapter Book Fiction Authors

Clements, Andrew
Danziger, Paula
Hicks, Betty
Look, Lenore
McKissack, Patricia
Nolan, Lucy
Pinkwater, Daniel
Warner, Sally

Fiction Authors

Angleberger, Tom
Baptiste, Tracey
Bauer, Marion Dane
Black, Holly
Cleary, Beverly
Clements, Andrew
Coville, Bruce
Dorris, Michael
Henry, Marguerite
Howe, James
Korman, Gordon
Lin, Grace
Lupica, Mike
MacLachlan, Patricia
Naylor, Phyllis Reynolds
Pennypacker, Sara
Rodda, Emily
Sachar, Louis
Spinelli, Jerry
Vernon, Ursula
Wallace, Rich
Watson, Tom
White, E.B.

Series Fiction

Amelia's Notebook (Marissa Moss)
Dear America (various authors)
Dog Diaries (various authors)
Horse Diaries (various authors)
I Survived (Lauren Tarshis)
Just Grace (Cherise Harper)
My America (various authors)
Time Warp Trio (Jon Scieszka)
Wings of Fire (Tui Sutherland)

Non Fiction Authors and Series

Adler, David (biographies)
Bishop, Nic (nature)
Cole, Joanna (history, science, nature)
Fritz, Jean (biographies)
Macaulay, David (buildings, science)
Maestro, Betsy (history)
Markle, Sandra (nature)
Magic Tree House Fact Trackers (many topics)
Who Was biography series
What Was/What Is/Where Is series
World Book Building Blocks of Science series
You Wouldn't Want to... (history)

Please add any Caldecott or Newbery Award winning titles, myths, folk tales, fairy tales, Bible stories as literature, nursery rhymes and poetry.

Name _____

Book Report: Non-Fiction Grade 3 and 4 Book Summary



Title	Author
-------	--------



What type of information is contained in this book?



Did you find the book interesting? Why or why not?

Write 5 interesting facts that you've learned.



Would you recommend this book to a friend? Why or why not?

Student's Name: _____ (Please Print)

School: _____ Grade Entering: _____

Total # of Books Read: _____ Total # of Days Read: _____

Date	Title	Author	Parent Initials
------	-------	--------	--------------------

[illegible]



Best Summer

Reads for...

- a day at the beach
 - by the pool
 - a rainy day
 - on vacation
 - eating ice cream
- or
- staying up past your bedtime

**5th & 6th Grade
Reading List**

**John F. Ryan
School**



Grade 5 & 6 Summer Reading 2018

June 2018

Dear Parents/Guardians of Incoming Grade 5 and Grade 6 Students:

Welcome to the Summer Reading Program! Reading is a key to success in academics. Studies show that the amount of time that students spend in independent reading is the best predictor of reading achievement. A summer slide is inevitable but it can be minimized by ensuring that your child read throughout the summer months. We are requiring all students to read a minimum of **three (3) books**. One book must be fiction and one book must be nonfiction. We have provided a recommended list available on our website at <https://www.tewksbury.k12.ma.us/>. Students may choose from this list or choose their own as long as it is appropriate to their level.

Please help your child complete their “Summer Reading Log” and the required reports included in this information packet. One of the reports is for their fiction selection and the other is for their nonfiction selection. The log and 2 reports will be collected by your child’s homeroom teacher when they resume school in late August. The Ryan School deadline for the log and reports will be **Friday, September 7, 2018** .

Keep your child engaged throughout the summer with reading and other fun activities by joining the **Tewksbury Public Library’s Summer Reading Program! Sign up is free** and starts in June. It is a flexible program that allows you to participate when you are able to attend. Please visit the town library or sign up online at www.tewksburypl.org.

Thank you in advance for your assistance and support of the Tewksbury Public Schools Summer Reading program!

John F. Ryan School Teachers

[illegible]

Name _____

Story Mapping

C.009.SS3

The diagram is a story mapping tool. It features a central box labeled "Title/Author". Six lines radiate from this central box to six surrounding rectangular boxes, each with a specific question. The boxes are arranged in two columns of three. The questions in the boxes are: "Who is your favorite character and why?", "What is the plot of the story?", "What is the theme of the story?", "What is another way the problem could have been solved?", "Who are the important characters in the story?", "What is the setting of the story?", "What is the problem in the story?", and "What is the solution to the problem?".

Who is your favorite character and why?

What is the plot of the story?

What is the theme of the story?

What is another way the problem could have been solved?

Title/Author

Who are the important characters in the story?

What is the setting of the story?

What is the problem in the story?

What is the solution to the problem?

Name _____

Date _____

Reading Assignment _____

Movie Poster

Directions: imagine that the piece you just read is going to be turned into a movie. Create a movie poster that will make people want to see the movie! How will you depict the main idea in the poster? What roles would be needed in the movie and what popular actor/actress would play each role? Use words, drawings, quotes, and color to complete your poster.



NOW PLAYING!

Name: _____

3 Facts I learned from my book are

1. _____

2. _____

3. _____

Book Title: _____

The topic of my book is

Draw a picture to show the topic of your book

Write an opinion about your book

Suggested Summer Reading List For Students Entering Grades 5 and 6 John F. Ryan Elementary School

Fiction



The Crossover by Kwame Alexander

"With a bolt of lightning on my kicks . . . The court is SIZZLING. My sweat is DRIZZLING. Stop all that quivering. Cuz tonight I'm delivering," announces dread-locked, 12-year old Josh Bell. He and his twin brother Jordan are awesome on the court. But Josh has more than basketball in his blood, he's got mad beats, too, that tell his family's story in verse, in this fast and furious middle grade novel of family and brotherhood from Kwame Alexander.



Never Mind: a Twin Novel by Avi

Twelve-year-old twins Meg and Edward have nothing in common, so they are shocked when Meg's hopes for popularity and Edward's mischievous schemes coincidentally collide.



The Terrible Two by Mac Barnett and Jory John

Miles Murphy is not happy to be moving to Yawnee Valley, a sleepy town that's famous for one thing and one thing only: cows. In his old school, everyone knew him as the town's best prankster, but Miles quickly discovers that Yawnee Valley already has a prankster, and a great one. If Miles is going to take the title from this mystery kid, he is going to have to raise his game



The Potato Chip Puzzles by Eric Berlin

When a local potato chip tycoon invites area kids to an all-day puzzle hunt, Winston Breen is psyched. But it turns out the day is not all fun and games. Their teacher is being overly competitive, the puzzles are hard (even for Winston), and someone in the contest is playing dirty in order to win the

fifty-thousand-dollar grand prize!



Because of Mr. Terupt by Rob Buyea

Seven fifth graders at Snow Hill School in Connecticut relate how their lives are changed for the better by rookie teacher Mr. Terupt.



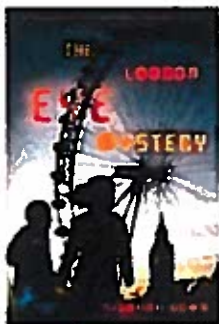
The School Story by Andrew Clements

After twelve-year-old Natalie writes a wonderful novella, her friend Zoe helps her devise a scheme to get it accepted at the publishing house where Natalie's mother works as an editor.



Replay by Sharon Creech

While preparing for a role in the school play, twelve-year-old Leo finds an autobiography that his father wrote as a teenager and learns about the ways people change as they grow up.



The London Eye Mystery by Siobhan Dowd

Ted and Kat watched their cousin Salim board the London Eye. Once it completed its rotation, everyone trooped off—except Salim. Where could he have gone? How on earth could he have disappeared into thin air?



Out of My Mind by Sharon Draper

Considered by many to be mentally retarded, a brilliant, impatient fifth grader with cerebral palsy discovers a technological device that will allow her to speak for the first time.



The Mother-Daughter Book Club by Heather Vogel Frederick

When the mothers of four sixth grade girls with very different personalities pressure them into forming a book club, they find that they have much more in common than they imagined.



Joey Pigza Swallowed the Key by Jack Gantos

To the constant disappointment of his mother and his teachers, Joey has trouble paying attention and controlling his mood swings when his prescription meds wear off.



Olive's Ocean by Kevin Henkes

On a summer visit to her grandmother's cottage, Martha learns to deal with the death of a classmate, her relationship with her family, her feelings for a boy, and her plans to be a writer.



The Misfits by James Howe

Four students who do not fit in at their small-town middle school decide to create a third party for the student council elections to represent all students who have ever been called names.



No More Dead Dogs by Gordon Korman

Eighth grade football hero Wallace Wallace is sentenced to detention attending rehearsals of the school play where he becomes involved in the production and begins to suggest changes that improve not only the play but also his life.



Jessica Darling's It List by Megan McCafferty

The day before seventh grade begins, Jessica Darling gets a list of tips from her sister, whose popularity and beauty made her a junior-high standout. But when she tries to follow it, everything goes awry.



The Higher Power of Lucky by Susan Patron.

Lucky knows about the uncertainty of life because she lost her mother two years ago. When she thinks that her guardian plans to leave, Lucky knows that she has hit rock bottom and must run away.



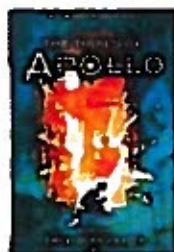
I Funny by James Patterson

Resolving to become the world's greatest stand-up comedian despite less-than-funny challenges in his life, wheelchair-bound middle school student Jamie Grimm endures bullying from his mean-spirited cousin and hopes he will be judged fairly when he enters a local comedy contest.



Bystander by James Preller

When Eric is befriended by the bully at his new school, he must choose between being a bystander to Griff's bullying, or become the target himself.



The Trials of Apollo, Book 1: The Hidden Oracle by Rick Riordan

How do you punish an immortal? By making him human. After angering his father Zeus, the god Apollo is cast down from Olympus. Weak and disoriented, he lands in New York City as a regular teenage boy. Now, without his godly powers, the four-thousand-year-old deity must learn how to survive in the modern world until he can somehow find a way to regain Zeus's favor.



Emma-Jean Lazarus Fell Out of a Tree by Lauren Tarshis

A quirky and utterly logical seventh grade girl named Emma-Jean Lazarus discovers some interesting results when she gets involved in the messy everyday problems of her peers.



Escape from Mr. Lemoncello's Library by Chris Grabenstein

Twelve-year-old Kyle gets to stay overnight in the new town library, designed by his hero (the famous gamemaker Luigi Lemoncello), with other students but finds that come morning he must work with friends to solve puzzles in order to escape.



The Big Time by Tim Green

Things couldn't be going better for Troy White. The Atlanta Falcons' football genius is at the top of his game, helping the team get to the playoffs. While Troy

celebrates with his friends, another lawyer comes knocking—but this says, “I think I’m your father.”



Saving the Team by Alex Morgan

Twelve-year-old Devin loves to play soccer. If she hadn't just left Connecticut to move across the country, she would have been named seventh grade captain on her school soccer team. But now that Devin is starting seventh grade in Kentville, California, all bets are off.



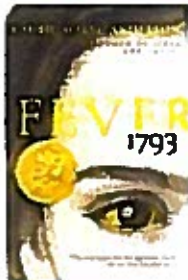
Out at Home by Cal Ripken Jr

Mickey Labriogla is the best catcher in the league. He's got a cannon for an arm, calls a great game, and blocks the plate like a bulldozer with shin guards. But when a hotshot new pitcher joins the Dulaney Orioles, Mickey wonders if it isn't time to find another position—or maybe another team.



H.I.V.E. – Higher Institute of Villainous Education by Mark Walden

Swept away to a hidden academy for training budding evil geniuses, Otto, a brilliant orphan, Wing, a sensitive warrior, Laura, a shy computer specialist, and Shelby, an infamous jewel thief, plot to beat the odds and escape the prison known as H.I.V.E



Fever 1793 by Laurie Halse Anderson

In 1793 Philadelphia, sixteen-year-old Matilda Cook, separated from her sick mother, is forced to cope with the horrors of a yellow fever epidemic.

Al Capone Does My Shirts by Gennifer Choldenko

Twelve-year-old Moose moves to Alcatraz Island in 1935 when guards' families were housed there, and has to contend with his extraordinary new environment, in addition to life with his autistic sister.



The Lions of Little Rock by Kristin Levine

In 1958, Little Rock, Arkansas, painfully shy twelve-year-old Marlee sees her city and family divided over school integration, but her friendship with Liz, a new student, helps her find her voice and fight against racism.



Lyddie by Katherine Patterson

Lyddie and her brother are hired out as servants to pay their family's debts. In Lowell, Massachusetts, she finds to find a job that will pay enough to clear the debts and allow the family to be reunited.



A Year Down Yonder by Richard Peck

During the recession of 1937, fifteen-year-old Mary Alice is sent to live with her feisty grandmother in rural Illinois and grows to understand this fearsome woman.

(Sequel to A Long Way from Chicago)



Elephant Run by Roland Smith

Nick endures a lot after his father's plantation in Burma is invaded by the Japanese in 1941. When Nick is stranded with his friend Mya, they plan a daring escape on elephants, risking their lives to save Nick's father and Mya's brother from a Japanese prisoner of war camp.

Artemis Fowl by Eoin Colfer

Twelve-year-old Artemis Fowl is a millionaire, a genius-and, above all, a criminal mastermind. But even Artemis does not know what he has taken on when he kidnaps a fairy, Captain Holly Short of the LEPrecon Unit. He thinks he has them right where he wants them, but then they stop playing by the rules.



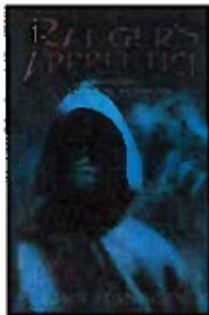
Gregor the Overlander by Suzanne Collins

When Gregor and his two-year-old sister fall into an underground world, there is an epic battle involving men, bats, rats, cockroaches, spiders, and a quest foretold by ancient prophecy.



The Dark Is Rising by Susan Cooper

On his eleventh birthday, Will Stanton discovers that he is the last of the Old Ones, destined to seek the six magical signs that will enable them to triumph over the evil forces of the Dark.



The Ruins of Gorlan by John Flanagan

When fifteen-year-old Will is rejected by the Battleschool, he becomes the reluctant apprentice to the mysterious Ranger Halt, and winds up protecting the kingdom from danger.



The Storm in the Barn by Matt Phelan.

Eleven-year-old Jack faces local bullies, crippling dust storms, his sick sister, and despairing townspeople in a small Oklahoma town.



The Capture by Kathryn Lasky.

When Soren is pushed from his family's nest, he is rescued from death by agents from a mysterious school for orphaned owls, St. Aggie's. When Soren

arrives at St. Aggie's, he suspects there is more to the school than meets the eye.



Mister Monday by Garth Nix

Although Arthur is supposed to die, he is saved by a key shaped like the minute hand of a clock. Now Mister Monday and his bizarre creatures will stop at nothing to get the key.



First Test by Tamora Pierce

Ten-year-old Keladry of Mindalen, daughter of nobles, serves as a page but must prove herself to the males around her if she is ever to fulfill her dream of becoming a knight.



Magyk by Angie Sage.

After learning that she is a princess, Jenna is whisked from her home and carried toward safety by the Extraordinary Wizard and a young guard.



Fires of Invention by J. Scott Savage

Trenton Colman is a creative thirteen-year-old boy with a knack for all things mechanical. But his talents are viewed with suspicion in Cove, a steam-powered city built inside a mountain. Kallista Babbage is a repair technician and daughter of the notorious Leo Babbage, who blew up part of Cove by 'being creative'.



Out from Boneville by Jeff Smith

When the cousins, Fone, Phoney and Smiley Bone find themselves mysteriously trapped in a wonderful but often terrifying land filled with secrets, danger, and special new friendships. They are soon caught up in adventures beyond their wildest dreams.



City of Ember by Jeanne DuPrau

When Lina finds part of an ancient message she and her friend Doon are sure it holds a secret that will save the underground city of Ember.



The Fourteenth Goldfish by Jennifer Holm

Ellie's scientist grandfather has discovered a way to reverse aging, and consequently has turned into a teenager—which makes for complicated relationships when he moves in with Ellie and her mother, his daughter.



The Hypnotists by Gordon Korman

Is it a gift...or is it a curse? Jax Opus can use his color-changing eyes to make people do things they don't want to do. At first, Jax doesn't know what he's doing — temporarily hypnotizing friends, foes, and strangers. But then his power pushes things way too far, and his secret is not a secret any longer.

Disney After Dark by Ridley Pearson

Finn Whitman is hired to be hologramed as a Disney World park "guide" but soon finds himself being transported into the Magic Kingdom in the dead of night to help fight a group of Disney villains, led by Maleficent, who want to take Disney World--and maybe more.



Doll Bones by Holly Black

Zach, Alice, and Poppy, friends from a Pennsylvania middle school who have long enjoyed acting out imaginary adventures with dolls and action figures, embark on a real-life quest to Ohio to bury a doll made from the ashes of a dead girl.



Haunted Sister by Lael Little

A sixteen-year-old girl suffers a near-death experience in which her twin sister, who died in an accident twelve years before, returns to forcibly share her body.



Zombie Kid by Scott Savage

The plans of monster enthusiasts Nick, Carter, and Angelo are thrown into turmoil when a magical amulet acquired from Nick's voodoo queen aunt turns Nick into a zombie, and prompts an uproarious effort to break the curse.



Witherwood Reform School by Obert Skye

After a slight misunderstanding involving a horrible governess, oatmeal, and a jar of tadpoles, siblings Tobias and Charlotte Eggars find themselves abandoned by their father at the gates of a creepy reform school.



The Screaming Staircase by Jonathan Stroud

Three young operatives of a Psychic Detection Agency battle an epidemic of ghosts in London.



Island of the Blue Dolphins by Scott O'Dell

This is a Newbery Medal winning story of a 12 year old girl who lives alone on a Pacific island after she leaps from a rescue ship. Isolated on the island for 18 years, Karana forages for food, builds weapons to fight predators, and finds strength and peace in her seclusion. It is a classic tale of discovery and solitude.



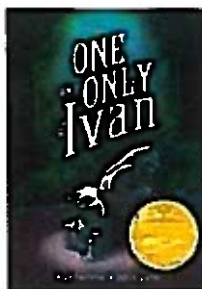
Number the Stars by Lois Lowry

As the German troops begin their campaign to "relocate" all the Jews of Denmark, Annemarie Johansen's family takes in Annemarie's best friend, Ellen Rosen, and conceals her as part of the family. The heroism of an entire nation reminds us that there was pride and human decency in the world even during a time of terror and war.



Ghost Buddy #1: Zero to Hero by Henry Winkler and Lin Oliver

The authors of the Hank Zipzer books have written this hilarious series! Billy Broccoli is new to the neighborhood and has to deal with an obnoxious school bully. Will a funny ghost be able to help Billy succeed in life?



The One and Only Ivan by Katherine Applegate

Winner of the 2013 Newbery Medal and a #1 New York Times bestseller, this stirring and unforgettable novel from renowned author Katherine Applegate celebrates the transformative power of unexpected friendships. Inspired by the true story of a captive gorilla known as Ivan, this illustrated novel is told from the point-of-view of Ivan himself.



Where the Mountain Meets the Moon by Grace Lin

In the Valley of Fruitless Mountain, a young girl named Minli lives in a ramshackle hut with her parents. In the evenings, her father regales her with old folktales of the Jade Dragon and the Old Man on the Moon, who knows the answers to all of life's questions. Inspired by these stories, Minli sets off on an extraordinary journey to find the Old Man on the Moon to ask him how she can change her family's fortune.



Fish in a Tree by Lynda Mullaly Hunt

The author of the beloved *One for the Murphys* gives readers an emotionally-charged, uplifting novel that will speak to anyone who's ever thought there was something wrong with them because they didn't fit in. "Everybody is smart in different ways. But if you judge a fish by its ability to climb a tree, it will live its life believing it is stupid."



Ungifted by Gordon Korman

From #1 New York Times bestselling author Gordon Korman comes a hilarious and heartfelt novel in which one middle-school troublemaker accidentally moves into the gifted and talented program—and changes everything. For fans of Louis Sachar and Jack Gantos, this funny and touching underdog story is a lovable and goofy adventure with robot fights, middle-school dances, live experiments, and statue-toppling pranks!



The Eleventh Plague by Jeff Hirsch

In the aftermath of a war, America's landscape has been ravaged and two thirds of the population left dead from a vicious strain of influenza. Fifteen-year-old Stephen Quinn and his family were among the few that survived and became salvagers, roaming the country in search of material to trade for food and other items essential for survival.



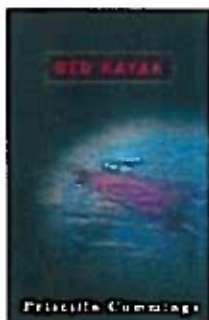
The Running Dream by Wendelin Van Draanen Winner of the 2012 Schneider Family Book Award

Jessica thinks her life is over when she loses a leg in a car accident. She's not comforted by the news that she'll be able to walk with the help of a prosthetic leg. Who cares about walking when you live to run? As she struggles to cope with crutches and a first cyborg-like prosthetic, Jessica feels oddly both in the spotlight and invisible. People who don't know what to say, act like she's not there. Which she could handle better if she weren't now keenly aware that she'd done the same thing herself to a girl

with CP

named Rosa. A girl who is going to tutor her through all the math

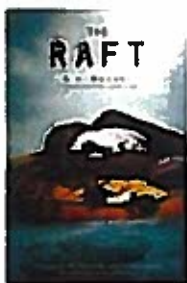
she's missed. A girl who sees right into the heart of her.



The Red Kayak by Patricia Cummings

Brady is the son of a Chesapeake Bay waterman. He loved the Corsica River where he and his family fish for crabs. A new family, the DiAngelos moves in next door to Brady's family. They are one of the more well off families that recently moved into the neighborhood. One day, Brady and his friends see the red kayak owned by the DiAngelos heading into the river. Brady is uneasy because he felt that it could be dangerous to be out on the river during that time because of the tides and the wind. Brady implores his

friends to join him in yelling out a warning but his friends ignore him. Will the DiAngelos make it back safe?



The Raft by S.A. Bodeen

Robie is an experienced traveler. She's taken the flight from Honolulu to the Midway Atoll, a group of Pacific islands where her parents live, many times. She knows the pilot, but on this flight, there's a new co-pilot named Max. All systems are go until a storm hits during the flight. The only passenger, Robie doesn't panic until the engine suddenly cuts out and Max shouts at her to put on a life jacket. And then ... she's in the water. Fighting for her life. Max pulls her onto the raft. They have no water. Their only food is a bag of Skittles. There are sharks. There is an island. But there's no sign of help on the way.



Rain Reign by Ann M. Martin

Rose Howard is obsessed with homonyms. She's thrilled that her own name is a homonym, and she purposely gave her dog Rain a name with two homonyms (Reign, Rein), which, according to Rose's rules of homonyms, is very special. Not everyone understands Rose's obsessions, her rules, and the other things that make her different - not her teachers, not other kids, and not her single father.

When a storm hits their rural town, rivers overflow, the roads are flooded, and Rain goes missing. Hearts will break and spirits will soar for this powerful story, brilliantly told from Rose's point of view.

Saving Lucas Biggs by Marisa de los Santos and David



TeagueThirteen-year-old Margaret knows her father is innocent, but that doesn't stop the cruel Judge Biggs from sentencing him to death. Margaret is determined to save her dad, even if it means using her family's secret—and forbidden—ability to time travel. With the help of her best friend, Charlie, and his grandpa Josh, Margaret goes back to a time when Judge Biggs was a young boy and tries to prevent the chain of events that transformed him into a corrupt, jaded man. But with the forces of history working against her, will Margaret be able to change the past? Or will she be pushed back to a

present in which her father is still doomed? Told in alternating voices between Margaret and Josh, this heartwarming story shows that sometimes the forces of good need a little extra help to triumph over the forces of evil.

Treasure Hunters (Treasure Hunters Series #1) by James Patterson, Chris Grabenstein, Mark Shulman (With) Juliana Neufeld (Illustrator)



From the #1 *New York Times* bestselling author of *Middle School, the Worst Years of My Life* and *I Funny* comes a brilliantly original new adventure series, jam-packed with action, humor, and heart! The Kidd siblings have grown up diving down to shipwrecks and traveling the world, helping their famous parents recover everything from swords to gold doubloons from the bottom of the ocean.

But after their parents mysteriously disappear, the kids are suddenly thrust into the biggest treasure hunt of their lives. They'll have to work together to defeat dangerous pirates and dodge the hot pursuit by an evil treasure hunting rival, all while following cryptic clues to unravel the mystery of what really happened to their parents—and find out if they're still alive.

Raymie Nightingale by Kate DiCamillo



Raymie Clarke has come to realize that everything, depends on her. If Raymie can win the Little Miss Central Florida Tire competition, then her father, who left town two days ago with a dental hygienist, will see Raymie's picture in the paper and (maybe) come home. To win, she has to contend with Louisiana Elefante, who has a show-business background, and the fiery, stubborn Beverly Tapinski, who's determined to sabotage the contest. But as the competition approaches,

loneliness, loss, and unanswerable questions draw the three girls into an unlikely friendship — and challenge each of them to come to the rescue in unexpected ways.



The Thing About Jellyfish by Ali Benjamin

Everyone says that it was an accident... that sometimes things "just happen". But Suzy won't believe it. Ever. After her best friend dies in a drowning accident, Suzy is convinced that the true cause of the tragedy was a rare jellyfish sting. Retreating into a silent world of imagination, she crafts a plan to prove her theory—even if it means traveling the globe, alone. Suzy's achingly heartfelt journey explores life, death, the astonishing wonder of the universe...and the potential for love and hope right next door.



The Boy who Harnessed the Wind by William Kamkwamba

When a terrible drought struck William Kamkwamba's tiny village in Malawi, his family lost all of the season's crops, leaving them with nothing to eat and nothing to sell. William began to explore science books in his village library, looking for a solution. There, he came up with the idea that would change his family's life forever: he could build a windmill. Made out of scrap metal and old bicycle parts, William's windmill brought electricity to his home and helped his family pump the water they needed to farm the land.

Nonfiction, Biography & Autobiography



El Deafo by Cece Bell Graphic Novel A 2015 Newbery Honor Book

Going to school and making new friends can be tough. But going to school and making new friends while wearing a bulky hearing aid strapped to your chest? That requires superpowers! In this funny, poignant graphic novel memoir, author/illustrator Cece Bell chronicles her hearing loss at a young age and her subsequent experiences with the Phonic Ear, a very powerful—and very awkward—hearing aid. The Phonic Ear gives Cece the ability to hear—sometimes things she shouldn't—but also isolates her from her classmates. She really just wants to fit in and find a true friend, someone who appreciates her as she is. After some trouble, she is finally able to harness the power of the Phonic Ear and become “El Deafo, Listener for All.” And more importantly, declare a place for herself in the world and find the friend she’s longed for.



Lost on a Mountain in Maine by Donn Fendler

In this true survival story, 12 year old Donn steps away from his Boy Scout troop while climbing Mount Katahdin in Maine and is instantly lost in the fog. He spends 9 days lost on the mountain, trying to find his way down, becoming increasingly hungry and delirious.



The Great Molasses Flood: Boston 1919 by Deborah Kops

On January 15, 1919, a molasses tank explodes in Boston's North End, filling the streets with sticky sludge and killing and injuring many. Kops shows the tragedy close up, with personal accounts. But beyond the flood, who was the one to blame for it? The author examines just how such a disaster could have happened along with the aftermath.



Chasing Lincoln's Killer by James Swanson

You might know that James Wilkes Booth shot Abraham Lincoln, but do you know what happened next? A manhunt that lasted for 12 days to find the assassins followed, and this exciting account of the bad guys, their evil plot, and their attempt to flee to safety will keep readers riveted.



Women Who Broke the Rules (series) by Kathleen Krull

They say that well-behaved women never make history, and author Krull in humorous fashion sets out to show that's true in these biographies of women like Dolley Madison, Sonia Sotomayer, Coretta Scott King and Sacajawea.



The Greatest Moments in Sports by Len Berman

Famous sportscaster Len Berman picks his all time favorite moments in sports, including ones in baseball, football, basketball, horse racing, boxing and more. Details of some athletes' careers are included. The book also includes a CD so you can listen to a play by play of the action as it happens.



Guys Read: True Stories edited by Jon Scieszka

Out of the back pages of history, multiple authors write about the good, the bad and the ugly of historical stories. The stories are full of action and adventure and, sometimes, some gross details. Written in prose, poetry or graphics, everyone will find a story to like here.



Hoot, Hoot, Hooray!: And More True Stories of Amazing Animal Rescues (National Geographic Chapters Series) by Ashlee Brown Blewett

An exciting and informative set of stories of injured baby animals and how they were rescued, including owls, elephants and bears.



The Keeper: The Unguarded Story of Tim Howard (Young Readers' Edition) by Tim Howard

In this heartwarming and candid memoir, US national soccer team goalkeeper Tim Howard opens up for the first time about how a hyperactive kid from New Jersey with Tourette Syndrome defied the odds to become one of the world's premier goalkeepers. After a successful seventeen-year professional soccer career, Howard became an overnight star during the 2014 World Cup in Brazil.



I Am Malala: How One Girl Stood Up for Education and Changed the World (Young Readers Edition) by Malala Yousafzai and Patricia McCormick

Am Malala is the memoir of a remarkable teenage girl who risked her life for the right to go to school. Raised in a changing Pakistan by an enlightened father from a poor background and a beautiful, illiterate mother from a political family, Malala was taught to stand up for what she believes. *I Am Malala* tells her story of bravery and determination in the face of extremism, detailing the daily challenges of growing up in a world transformed by terror.



Who Was? What Was? and Where Is? Series by various authors.

Penguins's Who Was? series makes learning history fun! Each Who Was? What Was? and Where Is? book offers a detailed account of a famous figure's life, historical period or place.



Amelia Lost: The Life and Disappearance of Amelia Earhart By Candace Fleming

Traces the life of female aviator Amelia Earhart from her childhood to her final flight. Discusses the extensive search for her and her missing plane, and includes photographs, maps, handwritten notes by Amelia, and sidebars.



Shark Life: True Stories about Sharks and the Sea by Peter Benchley

Benchley shares many anecdotes of his personal encounters with sharks, including the Great White, in stories that are exciting and sometimes terrifying.

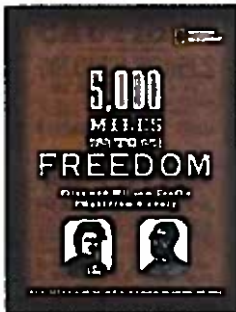


Killer at Large by D.B. Beres.

Profilers provide law enforcement with scientific and psychological evidence that helps narrow the search for criminals.



Bodies from the Ash: Life and Death in Ancient Pompeii by James M. Deem. In A.D. 79, Vesuvius erupted. In twenty-four hours, the entire city of Pompeii and many of its citizens were utterly annihilated. Hundreds of years later, excavations unearthed the lost city.



5,000 Miles to Freedom: Ellen and William Craft's Flight from Slavery by Judith Fradin

Ellen and William Craft were two of the few slaves to escape. Their escape took them to Philadelphia, then on to Boston, pursued by slave hunters, then and 5,000 miles to England.



Tutankhamun: the Mystery of the Boy King by Zahi Hawass.

An account of the life, death and burial of King Tut and the unearthing of his tomb. The author sheds new light on the biggest question about Tut: was he murdered?



Extreme Scientists: Exploring Nature's Mysteries from Perilous Places by Donna M. Jackson.

The exciting, dangerous, and important jobs that three different extreme scientists do to benefit the world with the result of their research.



The Secret Life of a Snowflake by Kenneth George Libbrecht.
 From its creation in the clouds to its fall, the story of this single snowflake fascinates through photographs and details.



Sally Ride: Life on a Mission by Sue Macy.
 Most people know Sally Ride as the first American female astronaut to travel in space. But in her lifetime, she was much more.



Diving to a Deep-Sea Volcano by Kenneth Mallory.
 Changing undersea technology allows people to learn more about the sea as an ecosystem, and about the life forms that live there.
 Children's Nonfiction 551.25 Mallory



Blizzard! by Jim Murphy.
 Based on personal accounts and newspaper articles, follow the riveting story of the massive snow storm that hit the Northeast in 1888, with a focus on the events in New York City.



The Notorious Benedict Arnold by Steve Sheinken.
 Most people know that Benedict Arnold was America's first, most notorious traitor. Few know that he was also one of its greatest Revolutionary War heroes. Packed with first-person accounts, astonishing American Revolution battle scenes, and surprising twists, this is a gripping and true

adventure tale from history.



Secrets of a Civil War Submarine by Sally M. Walker.

Presents the history of the Civil War submarine, the H.L. Hunley, including the construction, mysterious sinking, recovery, and restoration.



Almost Astronauts by Margaret Weitekamp.

The true story of the thirteen women connected with NASA's Mercury 13 space mission, who braved prejudice and jealousy to make their mark and open the door for the female pilots and space commanders that would soon follow.



Brown Girl Dreaming by Jacqueline Woodson.

In vivid poems that reflect the joy of finding her voice through writing stories, an award-winning author shares what it was like to grow up in the 1960s and 1970s in both the North and the South.



The Playbook by Kwame Alexander

The Playbook is intended to provide inspiration on the court of life. Each rule contains wisdom from inspiring athletes and role models such as Nelson Mandela, Serena Williams, LeBron James, Carli Lloyd, Steph Curry and Michelle Obama. Kwame Alexander also provides his own poetic and uplifting words, as he shares stories of overcoming obstacles and winning games in this motivational and inspirational book just right for graduates of any age and anyone needing a little encouragement.

Dorothea's Eyes Barb Rosenstock, Illustrated by Gerard DuBois

After a childhood bout of polio left her with a limp, all Dorothea Lange wanted to do was disappear. But this desire not to be seen helped her learn how to blend into the background and observe others acutely. With a passion for the artistic life, and in spite of her family's disapproval, Dorothea pursued her dream to become a photographer and focused her lens on the previously unseen victims of the Great Depression. This poetic biography tells the emotional story of Lange's evolution as one of the founders of documentary photography. It includes a gallery of Lange's photographs, and an author's note, timeline, and bibliography.

Tewksbury Public Schools

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Celebrating Excellence



"There is more treasure in books than in all the pirate's loot on Treasure Island...and best of all, you can enjoy these riches every day of your life." –Walt Disney

June, 2018

Dear Parents:

Attached please find the Wynn Middle School seventh grade summer reading list and character analysis template. Teachers will expect each student to read a minimum of one book over the summer. The list is comprised of books that are appropriate for your child's age and grade level. Please contact your child's English teacher or guidance counselor before June 22nd if you believe he or she will need to be directed to an accommodated version or alternate book. Books should be available at the town library as well as local bookstores.

The character analysis templates will be due upon return to school in late August. The final date for passing in reports will be **Tuesday, September 4, 2018**. The assignment your child completes will be used in class to write an essay. This essay will be the first grade in this subject for the school year.

The ability to read is crucial to an individual's success in school and on the job. Reading is a life-long skill that opens doors and experiences to children. The English Department recommends you help your child discover books of interest, as avid readers make skilled writers and critical thinkers. We would like to say thank you in advance for your support of this program. Remember, one book by **September 4th**. Your child's teachers look forward to discussing the adventures experienced through reading upon return to school. Enjoy your summer!

Sincerely,

John Weir
Wynn Middle School Principal

Teachers of the
English Language Arts Department

Attachments

Tewksbury Public Schools

For information only. This document is not to be used for any other purpose. It is the property of the school and should be returned to the school upon request.

Please choose one book from the following list. Any book from a series is acceptable.



***The Maze Runner* by James Dashner**

Thomas, a teenage boy, is trapped in a maze with no memories. He must work with other boys to solve the mystery of the maze before time runs out, and they meet a terrible fate.



***Maximum Ride* by James Patterson**

This is a story of a group of children who possess wings and can fly. Maximum Ride looks out for the rest of her "flock," and protects them from the "Erasers," a group of assassins ordered to kill the flock so the world will never find out about their existence.



***Elijah of Buxton* by Christopher Paul**

Elijah, a boy who lives in a settlement for freed slaves on the Canadian border, sets out on a journey to find a thief.



***Fever 1793* by Laurie Halse Anderson**

Fourteen year old Mattie Cook helps her mother run a coffee shop in Philadelphia, the nation's capital in 1793. Her life is changed by the outbreak of yellow fever that devastates the city.



***Woods Runner* by Gary Paulsen**

Samuel Smith lives in Pennsylvania in 1776. He knows little about the war until his parents are taken prisoner by British soldiers. He embarks on a journey to free them that takes him all the way to British headquarters.



***Chains* by Laurie Halse Anderson**

This historical fiction novel tells the story of Isabel, a young girl living as a slave in New York during the Revolutionary War. Her quest to gain freedom leads her to become a spy for the Patriots.



***Code Talker: A Novel about the Navajo Marines of World War Two* by Joseph Bruchac**

The Navajo code talkers sent messages using their native language to create an unbreakable code during the war with Japan. This novel tells the story of one Navajo boy's inspiring journey as he overcomes many obstacles and saves many American lives in the process.

Name: _____

Homeroom: _____

Title: _____

Author: _____

I Main Character/Protagonist

A. Another name for the main character of a novel is the **protagonist**. The **protagonist** of the novel is _____.

B. **Character traits** are qualities that can be used to describe a character's personality. A list of character traits has been provided to help you. List three character traits of the protagonist of the novel.

1) _____ 2) _____ 3) _____

II Character Traits of the Protagonist

A. Write the corresponding trait from above after each number. Then find a quote from the novel that shows or proves that the character possesses that trait and write in the space provided. Include the page number in the parentheses. *Remember that a quote consists of the exact words of the author. It can include description, words the character speaks, thoughts of the character, actions performed by the character, and words other characters say about the character.*

1) _____ (Character Trait)

“ _____

_____ ”().

2) _____ (Character Trait)

“ _____

_____ ”().

3) _____ (Character Trait)

“ _____

_____ ”().

III Conflict

A. What is the problem or conflict that the protagonist faces?

B. How is the conflict resolved?

C. Think about the character traits you chose to describe the protagonist on the previous page. Explain how these traits affect how the conflict is resolved.

1) _____ (Character Trait)

2) _____ (Character Trait)

3) _____ (Character Trait)

-
- This image shows a single sheet of white paper with horizontal black ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Sample Character Traits

You may choose words from this list to describe the protagonist of the novel, or provide your own word that identifies a quality of the character's personality.

able	dependable	ignorant	responsible
active	depressed	imaginative	resourceful
adventurous	determined	impatient	restless
affectionate	discouraged	impolite	rough
afraid	dishonest	inconsiderate	rowdy
alert	disrespectful	independent	rude
ambitious	doubtful	industrious	satisfied
angry	dull	innocent	scared
annoyed	dutiful	intelligent	secretive
anxious	eager	jealous	selfish
apologetic	easygoing	kind	sensitive
arrogant	efficient	lazy	serious
attentive	embarrassed	lively	sharp
average	encouraging	lonely	shy
bold	energetic	loving	silly
bossy	evil	loyal	skillful
brainy	excited	lucky	sly
brave	fair	mature	smart
bright	faithful	mean	sneaky
brilliant	fearless	messy	spoiled
busy	fierce	miserable	stingy
calm	foolish	mysterious	strange
careful	fortunate	naughty	strict
careless	friendly	nervous	stubborn
cautious	frustrated	nice	sweet
charming	funny	noisy	talented
cheerful	gentle	obedient	thankful
childish	giving	obnoxious	thoughtful
clever	glamorous	optimistic	thoughtless
clumsy	gloomy	peaceful	tired
concerned	graceful	pessimistic	tolerant
confident	grateful	picky	trusting
confused	greedy	pleasant	trustworthy
considerate	grouchy	polite	unfriendly
cooperative	grumpy	popular	unhappy
courageous	harsh	positive	upset
cowardly	hateful	precise	useful
cruel	healthy	proper	weak
curious	helpful	proud	wise
dangerous	honest	quick	worried
daring	hopeful	quiet	
decisive	hopeless	rational	
demanding	humorous	reliable	
		religious	

Tewksbury Public Schools

John W. Wynn Middle School
One Griffin Way
Tewksbury, MA 01876

John S Weir, Principal
Telephone: (978) 640-7846
Fax: (978) 640-7853
jweir@tewksbury.k12.ma.us

Andrew J Long, Assistant Principal
Telephone: (978) 640-7846
Fax: (978) 640-7853
long@tewksbury.k12.ma.us

Celebrating Excellence



"There is more treasure in books than in all the pirate's loot on Treasure Island...and best of all, you can enjoy these riches every day of your life." –Walt Disney

June, 2018

Dear Parents:

Attached please find the Wynn Middle School **eighth grade** summer reading list and nonfiction reading journal assignment. Teachers expect each student to read a minimum of **one book** over the summer. The list is comprised of nonfiction books that are appropriate for your child's age and grade level. Please contact your child's English teacher or guidance counselor before **June 22** if you believe he or she will need to be directed to an accommodated version or alternate book. Books should be available at the town library as well as local bookstores.

The nonfiction reading journals will be due upon return to school in late August. The final date for passing in reports will be **Tuesday, September 4, 2018**. The assignment your child completes will be used in class as a tool to learn how to develop his or her responses to literature, and a project will be completed in class. This project will be the first grade in this subject for the school year.

The ability to read is crucial to an individual's success in school and on the job. Reading is a life-long skill that opens doors and experiences to children. The English Department recommends you help your child discover books of interest, as avid readers make skilled writers and critical thinkers. We would like to say thank you in advance for your support of this program. Remember, **one book by September 4th**. Your child's teachers look forward to discussing the adventures experienced through reading upon return to school. Enjoy your summer!

Sincerely,

John Weir
Wynn Middle School Principal

Teachers of the
English Language Arts Department

Attachment

Faint, illegible text at the bottom of the page, possibly a footer or additional contact information.

8th Grade Summer Nonfiction Reading Options

Choose one of the following books:



Irena's Children by Tilar Mazzeo

In 1942, one young social worker, Irena Sendler, was granted access to the Warsaw ghetto as a public health specialist. While there, she reached out to the trapped Jewish families, going from door to door and asking the parents to trust her with their young children. She started smuggling them out of the walled district, convincing her friends and neighbors to hide them. Driven to extreme measures and with the help of a network of local tradesmen, ghetto residents, and her star-crossed lover in the Jewish resistance, Irena ultimately smuggled thousands of children past the Nazis. She made dangerous trips through the city's sewers, hid children in coffins, snuck them under overcoats at checkpoints, and slipped them through secret passages in abandoned buildings.

https://www.amazon.com/Irenas-Children-Extraordinary-Warsaw-Ghetto/dp/1476778507/ref=sr_1_1?s=books&ie=UTF8&qid=1493404259&sr=1-1&keywords=irenas+children



Soul Surfer by Bethany Hamilton, Rick Bundschuh, Shery Berk

In this moving personal account of faith and fortitude, internationally ranked surfer Bethany Hamilton tells how she survived a shark attack that cost her arm—but not her spirit.

They say Bethany Hamilton has saltwater in her veins. How else could one explain the passion that drives her to surf? How else could one explain that nothing—not even the loss of her arm—could come between her and the waves? That Halloween morning in Kauai, Hawaii, Bethany responded to the shark's stealth attack with the calm of a girl with God on her side. Pushing pain and panic aside, she began to paddle with one arm, focusing on a single thought: "Get to the beach...." And when the first thing Bethany wanted to know after surgery was "When can I surf again?" it became clear that her spirit and determination were part of a greater story—a tale of courage and faith that this soft-spoken girl would come to share with the world.

<https://www.amazon.com/Soul-Surfer-Story-Family-Fighting/dp/1416503463>



She Said Yes: The Unlikely Martyrdom of Cassie Bernall by Misty Bernall

In this memoir about Cassie Bernall, a victim of the Columbine High School shooting, her mother tells the story of the problems her daughter struggled with as a teenager and how she turned her life around prior to the tragedy.



*Geeks: How Two Lost Boys Rode the Internet out of Idaho** by Jon Katz

Jesse and Eric were geeks: suspicious of authority figures, proud of their status as outsiders, fervent in their belief in the positive power of technology. High school had been an unbearable experience and their small-town Idaho families had been torn apart by hard times. On the fringe of society, they had almost no social lives and little to look forward to. They spent every spare cent on their computers and every spare moment online. Nobody ever spoke of them, much less for them.

But then they met Jon Katz, a roving journalist who suggested that, in the age of geek impresario Bill Gates, Jesse and Eric had marketable skills that could get them out of Idaho and pave the way to a better life. So they bravely set out to conquer Chicago—geek style.

<https://www.amazon.com/Geeks-Lost-Boys-Internet-Idaho/dp/0767906993>



Chinese Cinderella: The True Story of an Unwanted Daughter by Adeline Yen Mah

After her mother died giving birth to her, Adeline was rejected by her siblings, her father, and her stepmother. She finds escape through a play-writing contest and education at an English university.



Into Thin Air by Jon Krakauer

A bank of clouds was assembling on the not-so-distant horizon, but journalist-mountaineer Jon Krakauer, standing on the summit of Mt. Everest, saw nothing that "suggested that a murderous storm was bearing down." He was wrong. The storm, which claimed five lives and left countless more—including Krakauer's—in guilt-ridden disarray, would also provide the impetus for *Into Thin Air*, Krakauer's epic account of the May 1996 disaster.

https://www.amazon.com/Into-Thin-Air-Personal-Disaster/dp/0385494785/ref=sr_1_1?s=books&ie=UTF8&qid=1493404406&sr=1-1&keywords=into+thin+air



Beyond Magenta: Transgender Teens Speak Out by Susan Kuklin

Author and photographer Susan Kuklin met and interviewed six transgender or gender-neutral young adults and used her considerable skills to represent them thoughtfully and respectfully before, during, and after their personal acknowledgment of gender preference. Portraits, family photographs, and candid images grace the pages, augmenting the emotional and physical journey each youth has taken. Each honest discussion and disclosure, whether joyful or heartbreaking, is completely different from the other because of family dynamics, living situations, gender, and the transition these teens make in recognition of their true selves.

<https://www.goodreads.com/book/show/18166920-beyond-magenta>



Eleven Seconds by Travis Roy

"In this heartfelt testament to the power of love and the strength of the human spirit, Travis Roy, who suffered a devastating injury eleven seconds into his first college hockey game, reveals how he has managed to cope after the accident and, with the help of family and friends, overcome tremendous barriers to begin a new life." -[Goodreads](#)



Throw Like a Girl by Jennie Finch

"The evidence is overwhelming: sports help girls grow into strong women. Both scientific studies and anecdotal evidence confirm that athletic girls not only grow up to be healthier; they learn teamwork, gain inner confidence, and grow into society's leaders. Sports help preteen and teenage girls make the right choices in a society that is sending them incredibly mixed messages about who they are supposed to be. Yet no one is speaking directly to these girls. Jennie fills the role of girlfriend, big sister, team captain, and mentor. A smart, credible, and accomplished voice from an athlete who is strong and feminine, fiercely competitive, and fashionably cool, Jennie is someone young women will listen to and take to heart. Jennie's message: Believe in yourself. Go for it, girls." -[Goodreads](#)



When the Game Stands Tall by Neil Hayes

By 2002, *The Streak*—a historic 13-year run of consecutive wins by the Spartans, a high-school football team from Concord, California, that couldn't be beat—was still going strong. In this revised edition of "When the Game Stands Tall," author Neil Hayes, who had unrestricted access to the De La Salle team, writes from the inside about the games, the players, and their visionary coach, Bob Ladouceur, who managed to amass the highest winning percentage in football history (.995) through standing for something greater than winning. The book, which also features interviews with major sports figures like Bill Walsh and John Gruden, is a revealing portrait of the coach who believed above all in instilling basic life skills where winning is not the goal, but merely the byproduct of playing the game." -[Goodreads](#)



My Life in Dog Years, Gary Paulsen

For animal lovers, Gary Paulsen (author of *Hatchet* and *Woodson*) tells the story of his life through his dog companions. Each chapter presents a different dog and the significance of the dog in his life.

Name: _____

Title: _____

Author: _____

Part I:

Each of these books focuses on an individual who overcomes a challenging circumstance.

Please answer the following questions related to this theme in paragraph form (5-6 sentences).

1. Describe the individual's challenging circumstance.

2. Explain how the individual overcomes his/her challenge.

3. How does the individual grow as a result of overcoming his/her challenge?

4. In what ways can you relate to this individual or the circumstance that he/she overcomes?

Part II:

Each student should keep a journal of important excerpts, quotes and events as he/she reads through each chapter. Include at least 2-3 excerpts/quotes per chapter/ scene. Please follow the format that we have included to keep a detailed journal. A minimum of 20 quotes should be included.

Quotation	Pg #	Why do I find this quote interesting or important?

Quotation

Pg #

Why do I find this quote interesting or important?

Quotation	Pg #	Why do I find this quote interesting or important?

TMHS Summer Reading 2018-2019

Over the past few years, we have presented you with options of books that we selected for your summer reading experience. This year, you will be responsible for selecting a book that is appropriate for you. How will you accomplish this task? Pick a book that is not already part of the school curriculum that you like and read it. Make sure you select a book that is appropriate for your reading level and interest. If you do not like the reading you originally selected, stop reading it and choose another. The point of this is to obtain book and really read it because you like it!

****** If you are taking AP English, you must read books assigned by teacher and an additional summer reading book. If you are taking another AP course and there has been an assigned novel as a summer assignment, you may use that same book as your summer reading assignment as well.

DUE DATE- This assignment is due by the second day of class during the first full week of school (September 11/12 2018 - depending upon what day you have English class).

Assignment:

- I. After you have read your book, get your parent/guardian's signature on the sheet below. Bring a **parent/guardian signature** to demonstrate that you have read your summer reading book. Give this signature to your English teacher.
(20% of summer reading grade)
- II. As you read, find five (5) brief but important passages..
 - The passages should come from across the book--beginning, middle, and end.
 - Find passages to demonstrate you engaged with your reading and understood what you read.
 - Copy these five brief, but important, passages on a piece of paper.

On the second day of class in the first full week of school, bring these passages to class.
(30% of summer reading grade)
- III. In class on the second day (September 11, 2018) you will **write a response to a prompt.** You will use these five passages to support your answer.
(50% of summer reading grade)

Tear along dotted line and return to your English/Lang Arts teacher with the rest of your summer work by the second day of English class.

I certify that this summer (2018) _____ read _____
(print student name) (book title)

Student signature _____ Date _____

Parent/Guardian signature _____ Date _____

Due Date- This assignment is due the second day of class during the first full week of school (September 11/12 2018)

Possibilities for Reading

Use these ideas to help you pick a book that is appropriate for you. Remember: avoid books that are part of the school curriculum. If you're not sure, ask your English teacher before you leave school for the summer.

1. Ask your friends, family, or librarian to recommend a good book.
2. Go to the TMHS Library and check out the selections.
3. Check other recommended reading lists like these online:

American Library Association

<http://www.ala.org/valsa/booklists/bbya>

<http://www.ala.org/valsa/2016-best-fiction-young-adults>

<http://www.ala.org/valsa/nonfiction-award#current>

School Library Journal

<http://www.slj.com/2014/12/reviews/best-of/best-adult-books-4-teens/>

Entertainment Weekly

<http://www.ew.com/article/2007/06/18/new-classics-books>

List challenges: NPR's 100 Best-Ever Teen Novels

<http://www.listchallenges.com/npr-100-best-ever-teen-novels>

NPR Audience Picks: 100 Best Beach Books Ever

<http://www.npr.org/templates/story/story.php?storyid=10698362>

SLR

List of audiobooks for teens

<http://www.theguardian.com/world/2002/may/08/books.booksnews>

Books to avoid:

Please make sure that you are reading a book that is appropriate for your grade level. The English Department will make a determination on books that are lower than grade level and credit may not be given if the book is not appropriate. Credit may be lost in this case. Also, do not select any book from the following list:

Any book you read during your elementary and middle school career and

Freshman Books:

April Morning

Lord of the Flies

A Night to Remember

The Odyssey

The Pearl

Romeo and Juliet

Sophomore books:

All Quiet on the Western Front

Animal Farm

A Doll's House

The House on Mango Street

The Joy Luck Club

Night

Things Fall Apart

Junior Books:

A Farewell To Arms
Death of a Salesman
The Glass Menagerie
The Great Gatsby
Huckleberry Finn
Inherit the Wind
Invisible Man
Midwives
Moby Dick
Of Mice and Men
Old Man and the Sea
One Flew Over the Cuckoo's Nest
To Kill A Mockingbird

Senior Books:

1984
As I lay Dying
The Awakening
Beloved
Beowulf
Brave New World
The Catcher in the Rye
Dubliners
A Farewell to Arms
Frankenstein
Heart of Darkness
I Know Why the Caged Bird Sings
Into the Wild
King Lear
Macbeth
The Namesake
Oedipus the King
The Scarlet Letter
The Tempest

DUE DATE- Summer reading assignments are due on the second day of class during the first full week of school.



Tewksbury Public Schools

139 Pleasant Street
Tewksbury, MA 01876

MEMORANDUM

To: Tewksbury School Committee
From: Brenda Theriault-Regan, Assistant Superintendent
Date: June 13, 2018
Re: School Supply Lists

This is for Information Only

Attached please find the school supply lists for grades 1 through 8. These supply lists will be posted to the websites.

First Grade Supply List



4 pocket folders (yellow, red, blue, green)

1 container of anti-bacterial wipes

1 set of markers (8 pack)

1 box tissues

4 dry erase markers (thin black)

1 pencil box

glue sticks

1 pair "kid" scissors

pencil top erasers

1 box crayons (24 pack)

1 yellow highlighter

Please do **NOT** send in mechanical pencils or pens.



Thank you!



Second Grade Supply List



- *12 or more Ticonderoga pencils
- *1 red pen for correcting
- *Headphones for iPads
- *1 set of markers (8 pack)
- *1 large pencil box
- *1 8x10 standard size clip board
- *Pocket folders - **1 red, 1 green, 1 yellow, 1 blue**
- *1 box of tissues
- *1 container of anti-bacterial wipes
- *1 box crayons (24 pack)
- *1 yellow highlighter
- *1 pair of Fiskars "kid" scissors
- *glue sticks
- *1 package of pencil top erasers
- *dry erase markers (black or blue)
- *1 roll of paper towels

Please do NOT send in any 3-ring binders, mechanical pencils, pens, or pencil sharpeners.

**Thank you,
The Second Grade Team**



2018 GRADE 3 SCHOOL SUPPLY LIST



Tewksbury Public Schools

June 22, 2018

Dear Third Grade Families,

Welcome to the Trahan School! We hope you enjoy a restful and fun-filled summer. As you prepare for your return to school, we have compiled a list of supplies that would be helpful for you to begin the school year. We know we may be early, but when you are doing your "Back to School" shopping we thought these suggestions would be helpful.

1 single subject, wire-bound notebook
1 box of colored pencils
1 soft-sided, zippered pencil bag
2 durable folders (1 red, 1 green)

1 set of markers
1 dry erase marker
1 pair of "kid" scissors
1 package of eraser caps

Please do NOT send in mechanical pencils or pens, and **all students need 3 sharpened Ticonderoga pencils at all times in class!!**

Each student will be provided a planner/agenda.

You will be reading many good books this summer! Remember that your assignment is to complete three books and a nonfiction book report. Be sure to bring your Summer Reading List when you return on August 29, 2018. If you have read more than three books, be sure to list them all.

Please practice your math facts, as this will give you a head start when you return.

Enjoy your summer. We look forward to seeing you in September!

Sincerely,
The Third Grade Team

2018 GRADE 4 SCHOOL SUPPLY LIST

June 22, 2018

Dear Parents and Students,

Welcome to Grade 4! The following is a list of supplies that will be needed for 4th grade next year. Individual teachers may request some additional items.

- 2 spiral bound notebooks (not college ruled because the lines are too small)
- 2 2-pocket folders
- Pencils
- Pencil top erasers
- A soft pencil case
- A small set of colored pencils
- A small set of thin markers
- A large glue stick
- A pair of scissors
- 1 highlighter
- 1 correcting pen

What is not needed:

- Rulers
- Crayons

Thank you so much and we look forward to working with you and your children next year!

Sincerely,
The 4th Grade Team



Welcome to Grade 5 at the John F. Ryan Elementary School

The following list is a ***suggested*** supply list for all 5th graders for your first year at the Ryan School:

- wired mouse
- earbuds
- pencils/erasers
- colored tools such as pencils, markers, crayons
- pens
- glue stick
- highlighter
- pencil case (soft-sided if possible)

**Please know that teachers may ask for more specific items. They are not required and will be shared at the start of school.*

Classroom donations to all teachers (including Specialists) are optional and always welcome.

- | | |
|--------------------|--|
| ~facial tissues | ~cleaning wipes (such as Clorox) |
| ~Post-it notes | ~pump dispensers of hand sanitizer and/or soap |
| ~dry erase markers | |

Don't forget to do your Summer Reading!





Welcome to Grade 6 at the John F. Ryan Elementary School

The following list is a ***suggested*** supply list for all 6th graders at the Ryan School:

- wired mouse
- earbuds
- pencils/erasers
- coloring tools such as colored pencils, markers, crayons
- pens
- glue sticks
- highlighter, multipack & multicolored
- pencil case (soft-sided if possible)

**Please know that teachers may ask for more specific items. They are not required and will be shared at the start of school.*

Classroom donations to all teachers (including Specialists) are optional and always welcome.

- | | |
|---------------------|---|
| ~ facial tissues | ~ cleaning wipes (such as Clorox) |
| ~ Post-it notes | ~ pump dispensers of hand sanitizer and/or soap |
| ~ dry erase markers | |

Don't forget to do your Summer Reading!



John W. Wynn Middle School

General Supply List

Calculator-Texas Instruments TI-30XIIS is recommended

Pens and Pencils/Erasers

Dry Erase Markers

Flash Drive

Pencil Bag

Highlighters

3-Ring Binders (1 -1/2 inch)

Dividers

Mouse with USB cord

**AGREEMENT BETWEEN
THE TEWKSBURY SCHOOL DISTRICT
AND
MARY T. GERRISH
LOELLA F. DEWING ELEMENTARY SCHOOL PRINCIPAL**

Agreement made effective July 1, 2018 by and between the Tewksbury School District, Middlesex County, in the Commonwealth of Massachusetts (hereinafter referred to as the "District" and MARY T. GERRISH. Said District has and does hereby employ said MARY T. GERRISH as an ELEMENTARY SCHOOL PRINCIPAL. Both parties agree that said employee (hereinafter referred to as "Ms. Gerrish") shall perform the duties of Elementary School Principal as prescribed by the laws of the Commonwealth of Massachusetts and by the rules, regulations, and policies made thereunder by the Tewksbury School Committee under the direction of the Superintendent.

The parties hereto agree as follows:

**SECTION ONE
EMPLOYMENT**

1.01 The District hereby employs Ms. Gerrish as an ELEMENTARY SCHOOL PRINCIPAL, in Tewksbury, MA. Ms. Gerrish hereby accepts such employment on the following terms and conditions. Ms. Gerrish is hereby assigned to the Loella F. Dewing School. The assignment may be changed by the Superintendent based on the needs of the Tewksbury Public Schools, including but not limited to reorganization of school districts, school closings or re-configurations of grades attending the school or schools to which Ms. Gerrish is assigned.

**SECTION TWO
TERM**

2.01 The Principal shall be employed for the period commencing July 1, 2018 and ending June 30, 2021, unless sooner terminated as herein provided.

2.02 In the event that the Superintendent decides not to extend the contract, the Principal agrees this provision constitutes notice of expiration or non-renewal of the agreement effective June 30, 2021, said notice issued pursuant to M.G.L. c.71 §41.

2.03 This agreement constitutes notice that, in the absence of a written agreement, this agreement will not automatically extend or be renewed after June 30, 2021. The Principal agrees this provision constitutes notice of expiration or non-renewal of the agreement effective June 30, 2021, said notice issued pursuant to M.G.L. c 71 §41.

**AGREEMENT BETWEEN
THE TEWKSBURY SCHOOL DISTRICT
AND
FELICIA J. WETTSTONE
HEATH BROOK SCHOOL PRINCIPAL**

Agreement made effective July 1, 2018 by and between the Tewksbury School District, Middlesex County, in the Commonwealth of Massachusetts (hereinafter referred to as the "District" and FELICIA J. WETTSTONE. Said District has and does hereby employ said FELICIA J. WETTSTONE as an ELEMENTARY SCHOOL PRINCIPAL. Both parties agree that said employee (hereinafter referred to as "Ms. Wettstone") shall perform the duties of Elementary School Principal as prescribed by the laws of the Commonwealth of Massachusetts and by the rules, regulations, and policies made thereunder by the Tewksbury School Committee under the direction of the Superintendent.

The parties hereto agree as follows:

**SECTION ONE
EMPLOYMENT**

1.01 The District hereby employs Ms. Wettstone as an ELEMENTARY SCHOOL PRINCIPAL, in Tewksbury, MA. Ms. Wettstone hereby accepts such employment on the following terms and conditions. Ms. Wettstone is hereby assigned to the Heath Brook School. The assignment may be changed by the Superintendent based on the needs of the Tewksbury Public Schools, including but not limited to reorganization of school districts, school closings or re-configurations of grades attending the school or schools to which Ms. Wettstone is assigned.

**SECTION TWO
TERM**

2.01 The Principal shall be employed for the period commencing July 1, 2018 and ending June 30, 2021, unless sooner terminated as herein provided.

2.02 In the event that the Superintendent decides not to extend the contract, the Principal agrees this provision constitutes notice of expiration or non-renewal of the agreement effective June 30, 2021, said notice issued pursuant to M.G.L. c.71 §41.

2.03 This agreement constitutes notice that, in the absence of a written agreement, this agreement will not automatically extend or be renewed after June 30, 2021. The Principal agrees this provision constitutes notice of expiration or non-renewal of the agreement effective June 30, 2021, said notice issued pursuant to M.G.L. c 71 §41.

TEWKSBURY PUBLIC SCHOOLS
CONTRACT OF EMPLOYMENT
RICHARD T. PELLETIER

This contract, or any successor agreement, is made between the Tewksbury Public Schools, through the Superintendent of Schools, hereinafter referred to as the "Superintendent", and Richard T. Pelletier, hereinafter referred to as the "Administrator." In consideration of the promises herein contained, the parties agree as follows:

WHEREAS, the parties wish to enter into an employment agreement between them for Mr. Pelletier's services as Director of Student Services; and

WHEREAS, this agreement sets forth the terms and conditions pertaining to Mr. Pelletier's employment with the District; and

WHEREAS, the term of said agreement and any subsequent amendments continues to June 30, 2021; and

WHEREAS, the parties are mutually desirous of specifying certain of the terms of said agreement and moralizing those terms which are not expressly modified herein;

NOW THEREFORE, the parties hereto hereby as follows;

1. **Duration and Termination:** The Administrator's agreement shall be effective as of July 1, 2018 and extended through June 30, 2021. In the event the Administrator wishes to terminate this agreement, he may do so by giving ninety (90) days written notice.

The parties agree that all disputes relative to termination of this contract by the Committee will be resolved by final binding arbitration in accordance with the Labor and Arbitration Rules of the American Arbitration Association. Initiation of arbitration shall occur only by filing a written demand therefore with the other party and the American Arbitration Association within 21 calendar days of the date of notice of discharge. In no case may an arbitrator apply any definition of the words "good cause" except as same were interpreted by Massachusetts' courts prior to June 18, 1993, and as contained in M.G.L. c. 71§42 prior to same date. In no case shall arbitrator enter an award which calls for re-instatement; any award entered may only award monetary damages on a breach of contract theory.

Consistent with state law, the District may elect not to renew an Administrator's contract beyond a stated expiration date. The District's decision not to extend or renew a contract after a stated expiration date shall not be considered a dismissal or discharge. Under this agreement a non-renewal or decision not to extend the contract is not subject to the arbitration clause herein.

2. **Duties/Responsibilities:** The Administrator shall perform all duties/responsibilities as specified in the job description approved by the District for the position specified below and further duties as assigned.

3. **Certification:** The Administrator shall furnish and maintain, during the term of this contract, a valid and appropriate certificate qualifying him for the position as Special Education Administrator.

OUT-OF-DISTRICT SPECIAL EDUCATION STUDENT TRANSPORTATION CONTRACT

This Out-of-District Special Education Student Transportation Contract (the “**Contract**”) is made on this 13 day of June, 2018 by and between TEWKSBURY PUBLIC SCHOOL DISTRICT, acting by and through the TEWKSBURY SCHOOL COMMITTEE, with a principal address of 139 Pleasant Street, Tewksbury, MA 01876 (the “**District**”), and TROMBLY MOTOR COACH SERVICE, INC., a Massachusetts corporation with a principal place of business located at 1480 Broadway Road (Rear), P.O. Box 190, Dracut, MA 01826 (the “**Contractor**”).

WHEREAS, the District issued a Solicitation for Proposals for a contractor to provide out-of-district special education transportation services; and

WHEREAS, the Contractor did bid and offer to provide such services to the District, and the District has accepted the Contractor’s bid, subject to the conditions and agreements herein contained;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

I. DESIGNATED REPRESENTATIVES

The District designates David A. Libby, Finance & Operations Manager, Tewksbury Public School District, 139 Pleasant Street, Tewksbury, Massachusetts 01876, and Contractor designates John J. McCarthy, President, as their respective authorized representatives to provide approvals, directives, and permissions including changes, and to receive notices or other communications under this Contract at the addresses stated above, via certified mail, return receipt requested.

II. CONTRACT DOCUMENTS

The contract documents (the “**Contract Documents**”) shall consist of the following:

1. This Contract;
2. The District’s Solicitation for Proposals and all attachments, attached hereto as Exhibit A (the “**Solicitation**”); and
3. Contractor’s Out-of-District School Bus Transportation Bid Proposal and all attachments (the “**Proposal**”), attached hereto as Exhibit B.

Such Contract Documents shall be incorporated herein by reference and made a part of this Contract, which represents the entire agreement and understanding between the parties hereto.

III. SCOPE OF SERVICES

Contractor agrees that it will provide special education student transportation services to the District in accordance with the terms of the Contract Documents. In the event that the terms of the Solicitation conflict with the terms of the Proposal, the terms of the Solicitation shall control. Contractor agrees that it shall pay for, or cause to be paid for, the cost of any and all labor

performed or furnished, all materials used or employed, and all rental or hire of equipment employed in the course of performing the work set forth in this Contract.

IV. TERM

The term of this Contract shall begin on July 1, 2018 and end on June 30, 2021 (the “Term”). If permitted by applicable law, District shall have the right, but not the obligation, in its sole discretion, to extend the Term of this Contract for one (1) year periods up to a maximum of two (2) additional years, from July 1, 2021 to June 30, 2022, and from July 1, 2022 to June 30, 2023, respectively, by providing written notice to Contractor of its intention to extend the Term not later than March 1, 2020 and March 1, 2021, respectively.

V. PAYMENT FOR SERVICES

- a) In exchange for the services to be provided hereunder, District agrees to pay to Contractor the sums set forth in the Contract Documents, subject at all times to the terms and conditions set forth in the Contract Documents, including but not limited to any rights to deductions, withholdings, or other offsets.
- b) In the event that any unforeseen miscellaneous expense is likely to be incurred by Contractor for which Contractor will seek reimbursement or payment from District, Contractor must first obtain District’s prior written consent before incurring any such expense, which consent may be withheld in District’s sole discretion.
- c) Payment of the amounts due under this Contract shall release District and its officers, employees, boards, commissions, committees, agents, and representatives from any and all claims and liability in any way relating to payment under this Contract or anything done in pursuance thereof.
- d) No payment by District to Contractor shall be deemed to be a waiver of any right of District under this Contract or a ratification by District of any breach hereof by Contractor.

VI. SUBJECT TO APPROPRIATION

Notwithstanding any provision of the Contract Documents to the contrary, any and all payments which District is required to make under this Contract shall at all times be subject to appropriation or other availability of funds, as certified by Sheri L. Matthews, Director of Business Services. In the event that any source of money to fund the Contract is lost during any year of the Contract Term, then District shall have the right to terminate this Contract upon written notice to Contractor.

VII. ENFORCEABILITY OF CONTRACT

This Contract is and shall be binding upon and enforceable against District upon its (1) execution by the Tewksbury School Committee, (2) endorsement by the Director of Business Services as to appropriation or availability of funds, and (3) endorsement as to form by the District

Counsel. This Contract is and shall be binding upon and enforceable against Contractor upon its execution by Contractor's authorized representative.

VIII. INDEMNIFICATION

Contractor shall compensate District for any and all damage to District's property of any nature arising out of Contractor's work. To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless District and District's officers, employees, boards, commissions, committees, agents, and representatives from and against all claims, causes of action, suits, costs, damages, and liability of any kind which arise out of the breach by Contractor of its obligations under this Contract, or the act or omission of Contractor, its subcontractors, or their officers, employees, agents, and representatives and assigns or anyone directly or indirectly employed by them, or anyone for whose acts or omissions they may be liable, regarding the work to be performed by Contractor under the Contract, or which arise out of the violation of any federal, state, or local statute, by-law, rule, regulation, order, or directive, or which relate to personal injury or property damage suffered by Contractor or any of its officers or employees regarding the subject matter of this Contract. Said costs shall include, without limitation, legal costs, collections fees, and reasonable attorneys' fees incurred in defending any claim or suit that may be brought against District and any judgment that may be obtained in any such claim or suit.

Neither District nor any of its officers, employees, boards, committees, commissions, agents, and representatives shall be under any personal obligation or shall incur any personal liability by reason of this Contract, the execution thereof, or anything relating thereto, which arises out of the violation of any provision of this Contract, or the violation of any federal, state, or local statute, by-law, rule, regulation, order, or directive, or which relates to personal injury or property damage suffered by Contractor or its employees, regarding the subject matter of this Contract. Contractor hereby indemnifies and agrees to hold harmless the District against any liability including all claims for bodily injury or property damage that may arise out of Contractor's performance of its obligations under this Contract by itself or a subcontractor, officer, agent, or employee.

IX. INSURANCE

Contractor shall provide insurance that satisfies the categories, amounts, and other requirements specified in the Contract Documents. Each certificate and policy of insurance required by this Contract shall contain a cancellation provision as indicated below with no variations.

"No cancellation of or change or revision in the insurance by the Insurer or the Insured, the existence of which Insurance is evidenced by this certificate, shall be valid unless written notice thereof is given to the Superintendent, Tewksbury Public School District, 139 Pleasant Street, Tewksbury, MA 01876, at least thirty (30) days prior to the intended date of cancellation, change or revision, by mail, postage prepaid and evidenced by a return receipt – or – if the insurance is canceled, the contract is null and void."

The District shall be named as an additional insured on each policy of insurance required by this Contract other than worker's compensation. Contractor shall provide proof of the required insurance as required in the Contract Documents.

No insurance shall be obtained from an insurer which:

- (1) is not licensed to sell insurance in the Commonwealth of Massachusetts; or
- (2) is not authorized to provide insurance as an excess or surplus lines insurer, and does not have a current Best's rating of A or better.

Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this Contract and shall give District the right to terminate this Contract immediately upon giving written notice to Contractor.

X. ASSIGNMENT

Contractor shall not delegate, assign, or transfer its duties or interest in this Contract without the express prior written consent of District, which consent may be withheld in District's sole and absolute discretion. If any such delegation, assignment, or transfer is approved by District, this Contract shall be binding upon Contractor's assigns, transferees, and/or successors in interest. Without limitation, moneys that may become due and moneys that are due may not be assigned without such consent, and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge Contractor from any duty or responsibility under the Contract Documents.

XI. PREVAILING STATUTORY AUTHORITY & VENUE

The validity, interpretation, and performance of this Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to conflict-of-law principles. Any litigation arising out of or in any way relating to this Contract shall be heard in any court of competent jurisdiction located in Middlesex County, Massachusetts.

XII. BREACH OF CONTRACT & REMEDIES THEREFOR

In the event that either of the parties hereto breaches this Contract, then District or Contractor, as the case may be, shall have the right to pursue any and all remedies available to them either at law and/or as set forth in the Contract Documents.

XIII. NOTICE

Except as otherwise provided herein, all notices required or permitted to be given hereunder, which pertain to the restructuring or terminating this contract, shall be in writing and shall be delivered by certified mail or registered mail, return receipt requested, to the parties at the following addresses or such other address or addresses as to which a party shall have notified the other party in accordance with this Section.

If to the District: Superintendent of Schools
Tewksbury Public Schools
139 Pleasant Street
Tewksbury, MA 01824

With copies to: Michael Long, Esq.
Long and Dipietro, LLP
175 Derby Street
Unit 17
Hingham, MA 02043

If to the Contractor: John J. McCarthy, President
Trombly Motor Coach Service, Inc.
1480 Broadway Road (Rear), P.O. Box 190
Dracut, MA 01826

XIV. TERMINATION

In addition to any right to terminate this Contract as set forth herein, and notwithstanding any other provision of this Contract to the contrary, District may terminate this Contract for any reason or for no reason whatsoever upon providing thirty (30) days prior written notice to Contractor.

XV. MISCELLANEOUS

- a) This Contract shall be binding upon District and Contractor, their respective heirs, executors, administrators, successors, or assigns.
- b) If any provision of this Contract shall be determined to be invalid or unenforceable by final judgment or order of a court of competent jurisdiction, the remaining provisions shall continue in full force and effect to the fullest extent permitted by law.
- c) This Contract may be amended only by a written instrument signed by all of the parties hereto.
- d) Contractor shall comply with all provisions of law applicable to Contractor's work, including without limitation statutes, by-laws, rules, regulations, orders, and directives. This Contract shall be considered to include in their entirety all terms respecting workers' compensation insurance and other terms required to be included in it by Chapter 152 of the Massachusetts General Laws, as amended, and any other laws, as though such terms were set forth in their entirety herein.
- e) No payment by District to Contractor shall be deemed to be a waiver of any right of District under this Contract or ratification by District of any breach hereof by Contractor.
- f) Contractor shall provide services under this Contract as an independent contractor for District, and neither Contractor nor any of its employees shall be entitled to receive any

benefits of employment with District, including without limitation salary, overtime, vacation pay, holiday pay, health insurance, life insurance, pension, or deferred compensation.

- g) Contractor hereby acknowledges that the use of alcoholic beverages, narcotics, and mood altering substances, except for current valid, legal prescriptions, by any officer, employee, agent, or representative of Contractor is prohibited on District property which is the subject matter of this Contract and during all hours of work under this Contract. If any officer, employee, agent, or representative of Contractor violates the foregoing provision, District shall have the right to order that such officer, employee, agent, or representative of Contractor shall not be permitted to return to work on this Contract. Under such circumstances, Contractor shall promptly remove the subject officer, employee, agent, or representative from the job site and shall not permit the subject officer, employee, agent, or representative to perform further work in conjunction with this Contract.
- h) Pursuant to M.G.L. c. 270, §22 (the Commonwealth of Massachusetts Smokefree Workplace Law), Contractor, its officers, employees, agents, and representatives shall refrain from smoking and from using tobacco products in any public building in the District.
- i) Pursuant to M.G.L. c. 71, §38R and 42 U.S.C. §16962, each employee of Contractor who performs services under this Contract shall be subject to Criminal Offender Record Information (CORI) and Criminal History Record Information (CHRI) screening. As part of such comprehensive criminal background screening, each such employee shall be subject to Statewide Applicant Fingerprint Identification Services (SAFIS) screening, as well as to any and all other federal and state statutes, rules, and regulations regarding fingerprinting. No employee of the Contractor shall perform services under this Contract unless he/she has successfully passed all such applicable screening.
- j) Contractor acknowledges that it has not been influenced to enter into this Contract, nor has Contractor relied upon any warranties or representations not set forth in this Contract.
- k) Contractor shall maintain the confidentiality of any and all information provided by District to Contractor, unless withholding such information would violate the law or create a risk of significant harm to the public, or unless Contractor has been required to release such information by final judgment or order of a court of competent jurisdiction, or unless District has expressly waived such confidentiality in advance in writing.
- l) Contractor shall not represent or purport to represent that it speaks for District vis-à-vis the media or the public at-large without District's express prior written consent.
- m) Prior to commencing performance under this Contract, Contractor shall furnish District, in writing, the names, addresses, and telephone numbers of not fewer than two (2) principal employees of Contractor who are to be contacted in the event of an after-hours emergency.

- n) By entering into this Contract, Contractor certifies under penalties of perjury that its Proposal was made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.
- o) By entering into this Contract, Contractor certifies under the penalties of perjury, pursuant to M.G.L. c. 62C, Section 49A(b), that it has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.
- p) Contractor understands that M.G.L. c. 268A (the Massachusetts Conflict of Interest Law) applies to Contractor with respect to the services required to be provided under this Contract. Contractor and its officers, employees, agents, subcontractors, and affiliated agencies shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.
- q) Contractor shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap. The previous sentence shall include, but not be limited to, the following: advertising, recruitment, hiring, rates of pay or other forms of compensation, terms, conditions or privileges of employment, employment upgrading, transfer, demotion, layoff, and termination. The Contractor shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap.
- r) To the extent that any of the foregoing sections required by Massachusetts law are inconsistent with other, non-statutory sections in this Contract, any statutorily-mandated provisions contained herein shall control.
- s) Each and every provision of applicable law which is required to be set forth herein shall be deemed to be incorporated herein, and this Contract shall be interpreted and enforced as though each such provision was fully set forth herein. If, for any reason, any provision required to be set forth in this Contract by applicable law is not so set forth, or is incorrectly set forth, then, upon application of either party, this Contract shall promptly be amended by the parties hereto to incorporate any such required provision.

- t) Contractor shall, during the Term of this Contract, maintain any and all federal, state, and/or local licenses and permits which may be required with respect to the business in which Contractor is engaged.
- u) To the extent that any of the terms of this Contract conflict with any of the terms of the other Contract Documents, the terms of this Contract shall control.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, District and Contractor have executed or caused to be executed this Contract by their duly authorized officials in multiple counterparts, each of which shall be deemed an original on the date first above written. One counterpart each has been delivered to the District, Contractor, District Counsel, and District Director of Business and Finance.

TEWKSBURY PUBLIC SCHOOLS

TROMBLY MOTOR COACH SERVICE, INC

Sheri L. Matthews,
Director of Business Services
Tewksbury Public Schools

Signature

Printed Name

By: The Tewksbury School Committee

Printed Title

Krissy Polimeno, Chair

Arthy Bennett, Vice-Chair

James Cutelis, Secretary

Dennis Francis, Member

Keith Sullivan, Member

CERTIFICATE OF APPROPRIATION

In accordance with the requirements of M.G.L. Chapter 44, Section 31C, this is to certify that an appropriation in the amount of this CONTRACT is available therefor, and that the – Tewksbury School Committee is authorized to execute this CONTRACT and to approve all requisitions and execute change orders.

Sheri L. Matthews
Director of Business Operations

Date

EXHIBIT A

See Attached.

**SPECIAL EDUCATION
OUT-OF-DISTRICT
STUDENT TRANSPORTATION
2018-2021**

SOLICITATION OF PROPOSALS

The Chelmsford Public School Department on behalf of the School Departments of Billerica, Chelmsford, and Tewksbury will receive proposals for:

Out-of-District Special Education Transportation

Until 1:00pm, on Friday, April 20, 2018, at the Office of the Director of Business & Finance, 230 North Road, Chelmsford, MA, 01824.

OVERVIEW

Interested proposers are invited to develop routes to the schools/programs listed in Attachment A, and to detail costs on the Pricing Sheets. Contractor(s) shall perform such awarded service only upon designation by the Billerica, Chelmsford, and Tewksbury School Departments on behalf of the School Committees of Billerica, Chelmsford, and Tewksbury.

A separate proposal is required for each School Committee's consideration and approval, all proposers should be aware that these three (3) school districts are working in close collaboration with one another in order to take advantage of any economies of scale that may exist in transporting our students to the same out-of-district educational facilities throughout the school year. Bidders should be mindful of this expectation as they prepare their routes and associated cost proposals.

The three (3) participating school districts do not guarantee continuation of any or all routes or schedules, or that any new students will not be added to any of the routes, schedules, etc. during any particular school year. The proposer is solely responsible for the accuracy of mileage estimates. The proposer is responsible for determining the accuracy of any estimate or information provided by the three (3) districts in which it uses to formulate its proposal for transportation services and acknowledges that it has had the opportunity to investigate the same. In submitting a proposal, the proposer acknowledges that such information and estimates do not constitute a representation, guarantee, or warranty of accuracy and failure to secure and investigate the accuracy of such estimates and information relied upon by any proposer shall in no way relieve any proposer from obligation in respect to their proposal. Furthermore, the proposer thereby releases, indemnifies, and agrees to hold harmless the three (3) participating districts of any and all claims, demands, suits, causes of action, arbitration, or disputes whatsoever arising out of or relating to such estimates and/or information.

Proposers shall give a route price for transportation services as detailed herein and in the specifications for the entire time of performance under the contract (3 years). Please note that the route price given for the transportation services detailed herein and in the Specifications shall remain the same throughout the contract; no separate fuel escalation clause shall be incorporated into any proposal.

The School Departments shall review the proposals submitted and award contracts to the proposer offering the lowest price for the services proposed for the entire time of performance under the contract (3 years) for the combined 3 districts. In addition to cost, other criteria to be used in determining the contract award will be reference checks and the viability and feasibility of the proposed route(s). The contractor(s) shall perform such awarded service only upon designation by the school departments upon their needs.

The three (3) participating school districts reserve the right to reject any and all proposals that may be determined to be not in the best interest of the school districts. The participating school districts also reserve the right to reject any and all unbalanced route priced proposals.

**SPECIFICATIONS FOR
OUT-OF-DISTRICT SPECIAL EDUCATION STUDENT TRANSPORTATION SERVICES**

2018-2021

ARTICLE I – DEFINITIONS

TERM	That entire period of time as determined in Article II
SCHOOL COMMITTEES	The duly designated School Committees of the Towns of Billerica, Chelmsford, and Tewksbury
SCHOOL DEPARTMENT	The school administration of the School Committees
CONTRACTOR/VENDOR	That proposer, whose proposal is accepted by the School Committees and who has entered into a written contract
STUDENT	That individual who is designated by the School Committees as requiring transportation under this contract
DRIVER	That individual designated by the Contractor to operate a vehicle.
VEHICLE	A new or used motor vehicle, whether owned or leased, operated by the Contractor, and used by the Contractor for transportation in accordance with this contract. Said vehicle shall be appropriate for transporting students under all pertinent rules, regulations, and laws, and it shall be the Contractor's duty and obligation to maintain all of said vehicles and equipment in optimal operating and safety condition during the entire term(s) of this contract and the mileage of said vehicle shall not exceed one hundred twenty five thousand (125,000) miles or no more than six (6) years old.

Unless a contrary intent is otherwise expressed or demonstrated when, hereinafter, used the term "Schools" shall include the following terms/concepts: School Committees and School Department as defined above.

ARTICLE II – TERM

The term of this contract is three (3) consecutive years. This contract will commence on July 1, 2018. The days on which transportation is to be furnished shall be as designated and required by the School Committees.

ARTICLE III – TRANSPORTATION SCHEDULE

A. SCHEDULE

Attachment B provides the anticipated starting and ending times of the schools and/or programs to which students attend. These times may reflect the starting and ending times during the 2017-2018 school year, as the actual times may not have yet been established for the 2018-2019 school year. It is expected that the contractor and the Schools will work together to obtain the 2018-2019 school calendars from the receiving schools or programs.

B. CHANGES

The School Committees reserve the right to add, rearrange, reassign, or adjust or delete routes and schedules when it is in the best interest of the School Department to do so. All changes in routes are to be approved in advance by the School Departments.

In the event a School Department needs to add a new student to the transportation schedule during the school year, the School Department must notify the Contractor who will in turn be prepared to provide transportation services for that student within five (5) school days of initial notification. The Contractor in turn shall provide the School Department with an estimate of the cost associated with the transportation the new student.

In the event a School Department needs to remove a student from the transportation schedule during the school year, that School Department shall notify the Contractor immediately of the anticipated end date of transportation needs for that student. The Contractor in turn shall adjust its monthly billings accordingly.

C. MAINTENANCE OF SCHEDULE

The schedule of route operation shall be maintained in such a manner that students awaiting vehicles shall not be required to wait longer than five (5) minutes beyond the time of the schedule of the stop. The vehicle shall not delay at a stop longer than necessary for students to board the vehicle. Delay at stops, to permit the boarding of students not present during the time the vehicle is being loaded, shall not be permitted. The first stop of any vehicle for any pupil in the proposal shall occur in the most efficient manner possible. Students shall be picked up at the school within five (5) minutes after closing time and shall be returned home within ten (10) minutes of a scheduled arrival time. No "to school" route shall start prior to the scheduled starting time, nor shall it arrive at school more than ten (10) minutes prior to the start of school as indicated above nor shall it arrive after the scheduled "first bell" time. Changes in school hours may be instituted by the school authorities and shall not affect contract prices.

The Contractor shall be solely responsible for any and all costs incurred in achieving and ensuring compliance with the Contractor's transportation obligations.

Each and every failure by the Contractor to maintain the schedule as herein provided shall be a breach of the Contract and shall subject the Contractor to an assessment of liquidated damages as provided in Article V Section F.2

Repeated breaches as heretofore described which are found to be in the opinion of the School Departments the cause for undue disruption to the students, shall constitute a material breach of the Contract and shall forthwith terminate the Contract upon such finding and shall further subject the Contractor to an assessment of liquidated damages as hereafter provided.

The imposition/exaction of liquidated damages shall not preclude the School Department from any of its other remedies and damages, either at law or in equity, including claims under and against performance bonds or insurance, nor shall it preclude initiation of contract, tort, or other legal actions and the award of additional damages hereunder.

ARTICLE IV – THE CONTRACTOR

A. SERVICES

The Contractor shall furnish the scheduled transportation for all students as designated herein and who may from time to time be designated by the School Departments. Scheduled transportation shall be in accordance with the transportation schedule in Appendix B.

The Contractor shall furnish all services necessary and required, or those which are in the Schools' discretion, deemed convenient or desirable consisting of the following in general: transportation equipment, maintenance of equipment, operation, supervision, training, inspection, registration, licensing, insurance and conformation to all applicable laws, rules, regulations of the Federal Government, the Interstate Commerce Commission, the Commonwealth of Massachusetts, and to all rules and regulations established by the Massachusetts Department of Elementary and Secondary Education, and the Department of Motor Vehicles, as such rules may pertain to school vehicles, and to all applicable rules and regulations established by the School Committees, and all other laws, rules, and regulations pertinent hereto.

B. BOND

The Contractor shall furnish a performance bond for each year of the contract. The amount of the Bond shall be equal to 100% of the yearly amount of the contract. The performance bond for the first year of the contract must be presented within five (5) days of the notice of contract award. The performance bond for the second and third year of the contract must be presented by July 1, 2019 and July 1, 2020, respectively.

Failure to provide a bond and/or an adequate bond constitutes a material breach of the contract and the contract may be terminated at the School Departments option, satisfying its wants through another contractor and without waiving any and all remedies available to the School Committees at law, in equity, or as provided within the contract.

C. INSURANCE

The Contractor shall obtain and maintain in effect insurance, such that each vehicle is covered for property and personal liability as follows:

1. Property damage liability coverage in an amount not less than two hundred fifty thousand dollars (\$250,000) for each vehicle used.
2. Personal liability coverage in an amount not less than one million dollars (\$1,000,000) for any one person, and five million dollars (\$5,000,000) for any one accident; uninsured/underinsured coverage of not less than five hundred thousand dollars (\$500,000) per person and one million dollars (\$1,000,000) per occurrence, excess liability coverage of not less than three million dollars (\$3,000,000).
3. The aforementioned property damage liability insurance and personal liability insurance referenced in C.1 and C.2 shall also include extra territorial coverage and shall cover all owned, non-owned, and leased vehicles and shall cover all employees, independent contractors, passengers, passengers of other vehicles, and pedestrians.
4. General liability insurance coverage in an amount not less than one million dollars (\$1,000,000), against claims for bodily injury, death and property damage, including contractual liability coverage, and coverage for intentional/criminal acts of its agents, servants, or employees.
5. Workers' Compensation insurance as required by the General Laws of the Commonwealth of Massachusetts in the required statutory amounts.
6. For all of the required insurance stated above, the School Committees of Billerica, Chelmsford, and Tewksbury must be named as both the certificate holder and as an "additional named insured" for the duration of the contract and the contract should be specifically identified in the certificate on the above required policies, and shall have a waiver of subrogation and similar waiver provisions as against School Departments and its employees, servants, officers, or agents. These policies should have a thirty (30) day notice of cancellation/non-renewal provision and same should be stated on the certificates of insurance.
7. A certificate of insurance demonstrating the above required insurance coverage enumerated throughout Section C, must be presented to the School Departments before the contract is awarded. Such certificate(s) demonstrating the required insurance coverage of the vehicles to be used by the Contractor for this contract, shall have attached a description and make of each vehicle insured, together with its Massachusetts registration number. No vehicle shall be used by the Contractor for the contract unless insured as herein provided. The Contractor shall notify the School Committees through the School Departments of any changes it may desire to make with respect to the vehicles used in performance of the contract and shall secure written approval of the School Departments before using any vehicle not listed on said certificate.
8. Failure to provide and/or maintain the required insurance and/or adequate insurance constitutes a material breach of the contract and the contract may be terminated at the School Committee's option, through the School Departments, satisfying its wants through another contractor and without waiving any and all remedies available to the School Committees at law, in equity, or as provided within the contract.

9. Any payment owed the Contractor may be withheld until receipt in advance of the required bonding and insurance documents for each year.

D. INDEMNIFICATION

The Contractor acknowledges and agrees that it is responsible as an independent Contractor for all operations under this Agreement and for all the acts of its employees, servants, and agents and agrees that it shall defend, indemnify, and hold harmless the School Committees and the School Departments and their officers, boards, committees, and employees from and against any and all loss, damage, cost, charge, expense, liability, action, and claim which may be made against it or them or to which it or they may be subject resulting from Contractor's performance and/or obligations hereunder and will pay promptly on demand all costs and expenses of the investigation and defense thereof, including attorney's fees and expense. This indemnification is not limited by a limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor under the Workmen's Compensation Act, Disability Benefits Act, or other employee's benefits.

E. COMPENSATION

The Contractor acknowledges and agrees that it is responsible for compensating the drivers under this Agreement. Compensation to Drivers and all other personnel involved in carrying out this contract shall be in accordance with and as determined by the Commonwealth of Massachusetts, Department of Labor for the classes of labor involved in accordance with G.L. Chapter 71, Section 7A.

F. ROUTES AND SCHEDULES

The Contractor shall conduct transportation in conformance with the specifications as herein set forth and in accordance with routes and schedules as, from time to time, may be determined by the School Department to be compatible to School and or program schedules. If a student's home district is closed due to inclement weather, the Contractor is not required to provide transportation for that student.

G. PROGRAM CALENDAR

The Contractor, prior to September 1 of each year, shall obtain a program calendar for each receiving program/school serviced by the Contract.

The Contractor shall thereafter contact a representative of each Receiving Program service and confirm starting dates, daily starting and release times, appropriate pick-up and drop-off time, and pick-up points, and any other information necessary for safe transportation.

H. COMMUNICATION

The Contractor shall maintain adequate communication with appropriate program representatives and with the parents of each student transported with reference to unscheduled program changes (days off, early release, and no-school announcements). When and if an unscheduled program change occurs, the Contractor is responsible for responding appropriately.

The Contractor shall have one designated person on their staff as the contact person for the Schools.

I. ROUTE SHEETS

The Contractor shall provide written reports showing the time that each rider is picked up and the time that each rider reached his/her destination as required by the Schools. These reports are to be compiled by the Contractor and submitted to the School Departments upon request.

J. IDENTITY OF DRIVERS

On or before July 1st of each year, the Contractor shall provide the School Departments with a list of all known drivers and substitute drivers along with a certificate that each driver is of good moral character as cited in Chapter 90 of the General Laws of the Commonwealth of Massachusetts and that a thorough background check has been made of each driver, including but not limited to FINGERPRINTING and a CORI check and other items listed in Article IX, Section F.3, which indicates that none of the same have any state or federal criminal record.

The list shall contain the name, address, telephone number, and license number of each driver. The list shall also verify that each driver has not had his/her license revoked or suspended.

The Contractor shall provide the School Departments with a release executed by each driver granting both the Contractor and the School Committees the right to perform a complete state and federal criminal background check. Notwithstanding the above or anything else therein, it shall remain the sole responsibility of the Contractor to ensure that it provides careful and safe bus drivers and to conduct a thorough investigation into its personnel/drivers both before and during their employment.

K. IDENTITY OF VEHICLES

On or before July 1st of each year, the Contractor shall provide a list showing license plate numbers, registration certification numbers as issued by the Registry of Motor Vehicles, manufacturer, model, year of manufacture, vehicle identification numbers (VIN) and current mileage for each vehicle. Each vehicle must satisfy all applicable laws and regulations with special attention to the current and future requirements of 540 Commonwealth of Massachusetts Regulation Sections 7.00 through 7.07 or other pertinent regulations that are enacted during this contractual period.

All vehicles must be properly maintained throughout the life of the contract and may be inspected by the School Department personnel at any time. For example, doors shall not stick, all locks and seat belts must work, and there shall be no broken or cracked glass, no torn upholstery, by way of example only. Vehicles shall be clean, inside and out, and shall be smoke-free at all times. A vehicle is not acceptable if there is a lingering odor of smoke from the driver or anyone else previously smoking within the vehicle. No vehicle shall be in need of body repair.

The Schools reserve the right to make unannounced inspections of all vehicles and if deemed unsafe by the Schools, the vehicle will be removed from the fleet.

L. DESIGNATION OF DRIVERS, VEHICLES, ROUTES

On or before one week prior to the commencement of contract operations, the Contractor shall submit in writing to the School Departments, a list designating the assignment of drivers and vehicles to each route (notably, all must satisfy the requirements of Article VII, including but not limited to, criminal background checks, physical examinations, and drug testing).

M. INFORMATION TO DRIVERS

The Contractor shall provide each driver with each student's name, the name(s) of their parent(s) or legal guardian(s), their addresses, and the telephone number(s) of each parent(s) (including, but not limited to home, work, cell, etc.). These student information lists are to be in the driver's possession at all times during transportation.

N. INFORMATION TO PARENTS

The Contractor shall telephone the parents of each student transported at least two days before the first pick-up. The contractor will identify the driver by name, the substitute driver by name, describe the vehicle that will be used, give an approximate pick-up and drop-off time, and inquire as to any facts that should be known about the student to ensure safe transportation.

O. SUBSTITUTION OF DRIVERS OR MONITORS

The Contractor shall inform the School Departments if there is a need to have a substitute driver or monitor. The Contractor shall inform the School Departments within 48 hours, if possible, of the substitution in each instance of substitution, and the substitute shall be a previously designated substitute driver/monitor (notably satisfying all background checks), assigned to the route in question.

P. SUBSTITUTION OF VEHICLES

The Contractor shall make no substitution of vehicles without the permission of the School Departments for the duration of the contract period, except in case of emergency or breakdown, and then only for a period not to exceed one (1) week. All substitute vehicles shall be subject to all contract requirements.

Q. TELEPHONE COMMUNICATION

The Contractor shall maintain a telephone connection through which the School Departments may make quick contact with the owner or his/her agent and he/she shall appear for conferences with the School Departments when requested. The contractor shall also supply a twenty-four (24) hour "hot line" to address any special or emergency issues or problems that arise. Between the hours of 6:00 a.m. and 5:00 p.m. on days when students are being driven, the Contractor shall have its phones staffed such that one of its supervisors with the authority to make decisions/changes/adjustments and to implement them immediately shall be available to confer with the School Departments. If the Contractor employs an answering/message service for its incoming calls between 5:00 p.m. and 6:00 a.m., it shall arrange to have one of its supervisors with decision making authority to make decisions/changes/adjustments and to implement them

immediately shall respond within two (2) hours to telephone calls from the School Departments during these hours.

R. SUPERVISOR

The Contractor shall provide a full-time Supervisor, who will assume control of the vehicles and drivers. The supervisor or his/her designee should be immediately available by telephone, cell phone, or pager from 5:00 a.m. to 6:00 p.m. on school days and within two (2) hours (as indicated above) at all other times.

S. ACCIDENTS

The Contractor shall immediately notify the School Departments of any/all accidents in which a vehicle that is transporting students is involved. Written reports are required within 24 hours to the School Departments regarding such accidents. The Contractor shall make reports immediately to any local police department when severity of either property or personal damage warrants that action.

T. ASSIGNMENTS

The Contractor shall not assign or sublet the contract, or work, or any part thereof, nor assign money due or to become due without written consent of the School Departments.

U. COMPLIANCE WITH LAWS AND REGULATIONS

In carrying out the terms of this contract, the Contractor shall conform and comply with all current and future applicable laws, rules, and regulations of the provisions of Massachusetts General Laws, including but not limited to, Chapter 90 and with all rules and regulations as may be established by the Federal Government, Interstate Commerce Commission, the Department of Labor, the Department of Motor Vehicles, the Department of Elementary and Secondary Education, and the respective School Committees.

The Contract shall be governed, construed, and enforceable in accordance with the laws of the Commonwealth of Massachusetts.

V. Employees Discipline

The Contractor shall provide the School Departments with an overview of its Standard Operating Procedures for documenting and disciplining their employees for lack of performance or unprofessional conduct.

ARTICLE V – THE SCHOOL DEPARTMENTS

A. PAYMENTS

The School Departments shall make payments to the Contractor in strict adherence to the provisions of Article VIII, as hereinafter set forth.

B. CHANGE IN ROUTES

The School Departments may rearrange, reassign, add, adjust, or delete routes and schedules when it is in the best interest of the School Departments to do so. All changes in routes are to be approved by the School Departments. Unauthorized stops are prohibited. Drivers allowing unauthorized stops will be dealt with in accordance with Contractors disciplinary procedures.

C. TRANSPORTATION OF A STUDENT WHO DOES NOT RESIDE IN ONE OF THE THREE (3) PARTICIPATING COMMUNITIES

If a district other than the three (3) participating districts has a student who the Contractor feels could be safely transported in the same vehicle, the Contractor will notify the School Departments. If the School Departments approve, the route cost will be reapportioned.

D. REJECTION OF DRIVERS

The School Departments may accept or reject any or all drivers at any time within the contract period, if it is deemed by the School Departments, in their sole discretion, to be in the best interest of the School Committees to do so.

E. DISCONTINUANCE OF VEHICLES

The School Departments reserve the right to discontinue the use of any vehicle which is considered, in their sole discretion, to be unsafe, in poor or unsatisfactory condition for the purposes of this contract.

F. BREACH OF CONTRACT

1. The School Departments will keep a daily record of any failures of the Contractor to meet the specifications of the Contract. A copy of the daily record will be made available to the Contractor.
2. * The sum total of all liquidated damages incurred will be deducted on a monthly basis from the monthly payment. Said monthly payment is provided for in Article VIII, Section A.
 - 2.1 Each instance of a late pickup and/or delivery ("late" is defined as more than 10 minutes but less than 45 minutes after a scheduled pickup and/or delivery of a student(s) at a designated location) shall be considered one (1) "late violation." For each late violation the Contractor may be assessed liquidated damages in the amount of \$50.00.
 - 2.2 Each instance of an early pickup and/or delivery ("early" is defined as more than 5 minutes but less than 45 minutes before a scheduled pickup and/or delivery of a student(s) at a designated location) shall be considered an "early violation." For each early violation the Contractor may be assessed liquidated damages in the amount of \$50.00

Any other failure to comply with the requirements of these Specifications, including but not limited to pickups and/or deliveries 45 minutes or more early or late, shall be "additional cause" for assessment of liquidated damages. Liquidated damages for "additional causes" will be assessed if the Contractor fails to remedy or correct any failure to comply with said Specifications immediately after telephone notification from the School Departments. Written notification will follow. If the Contractor does not correct or remedy the deficiency to the satisfaction of the School Departments, liquidated damages may be assessed at the sole discretion of the School Departments in an additional (beyond "late" and "early" pickup and/or delivery violations) amount of \$100.00 per day for each school day after telephone notification.

3. In the case of failure on the part of the Contractor to execute the work as per agreement, the School Committees reserve the right to terminate the contract, satisfying their wants through a substitute contractor, and the School Departments shall collect from the Contractor any difference between the cost of performance of the substitute and the Contractor as the result of such failure.
4. Exercise of the rights herein specified shall not impair or affect the School Committees' rights to recover damages for breach of contract, either by suit on the contract or on the bond securing it.

*A late pickup and /or delivery will not be considered a violation if it is caused by an act of nature i.e.: snowstorm or some other event or circumstance which is beyond the control of the contractor. The contractor should contact the School Departments when such an event or circumstance occurs.

ARTICLE VI – VEHICLES

A. MILEAGE LIMITATION OF VEHICLE

No vehicle shall be used during the duration of the contract which has been driven in excess of one hundred twenty five thousand (125,000) miles or is older than six (6) years.

B. HANDICAPPED ACCESSIBILITY

The Contractor shall provide handicap accessible vehicles based upon the needs of the respective School Departments as specifically outlined in student route profile data.

C. CAPACITY

For the purpose of this contract most routes will be covered by Type II or 7D vehicles. When appropriate, yellow buses may be utilized.

D. CONSTRUCTION AND MAINTENANCE

All vehicles shall be constructed and maintained in accordance with the provisions of General Laws, Chapter 90 and with all rules and regulations as promulgated by the Registry of Motor Vehicles. All required "7D" safety equipment is to be on every vehicle used as part of this proposal.

E. SIGNS

Each vehicle shall have a sign identifying the vehicle as transporting students, as required by appropriate State and Federal statutes.

F. REPORTS OF CONDITION

Reports of inspections shall be submitted to the School Departments within fourteen (14) days of the date of inspection.

G. TIRES

All vehicles shall be equipped with safety mud and snow tires on the rear driving wheels from November 1 through April 15 of each year.

H. COMMUNICATION EQUIPMENT

All vehicles are to be equipped with operating two-way radio communication and the Contractor shall maintain a manned base station at all times students are being transported.

I. CAMERAS

The contractor shall supply and install in all vehicles to be used under the terms of this contract a video system equal to or exceeding the specifications of the "Pro-Vision Video System." There shall be a box installed in each vehicle (min-buses and vans). The video system selected is subject to final approval by the School Departments before installation. The School Departments shall have the right to access and view the routes to be monitored. The contractor shall maintain and store the recorded images for a period agreed upon with the School Departments.

J. OTHER EQUIPMENT

The contractor shall have a GPS tracking system installed in each vehicle able to be monitored by the School Departments. The contractor shall equip the rear emergency door of each vehicle (mini-buses) with an audible device that requires that the driver walk the interior length of the vehicle prior to exiting the vehicle to disengage the audible device. These devices shall be similar to the "Child Check-Mate System."

K. IDENTIFICATION OF VEHICLES

Reference is made to Article IV, Section K.

L. SUBSTITUTION OF VEHICLES

Reference is made to Article IV, Section P.

M. TEMPERATURE

The temperature of the interior of the vehicle shall be maintained at minimum average temperature of not less than fifty-five (55) degrees when occupied. Windows that are to be used for ventilation must be in working order.

N. CLEANLINESS

1. All vehicles shall be cleaned by sweeping or vacuuming daily, and shall be maintained free of noxious odors and poisonous gases at all times.
2. All vehicles shall be thoroughly cleaned by sweeping and vacuuming, and interior washed with water mixture of detergent and disinfectant during each school vacation period. The interior and exterior surfaces of all windows shall be maintained in a clean and safe condition, weather conditions permitting. Under no conditions shall vehicles be operated when the operator's vision is impaired by conditions on the glass surface.

O. PARKING OF VEHICLES

The School Committees have no provisions for providing parking. Parking is the responsibility of the Contractor.

P. SMOKING AND GENERAL DRIVER CONDUCT

Smoking, expectorating, or the chewing of tobacco shall not be permitted in vehicles. The use of profane words or language shall not be permitted. Vehicle radios shall not be played outside of school buildings. Drivers shall enforce such rules. No driver shall smoke or use tobacco products while waiting for a student, whether waiting on the grounds of the student's home or on the grounds of a school/program. Drivers are not permitted to listen to iPods or other devices that require personal headsets or earpieces.

Q. UNAUTHORIZED PASSENGERS

No passengers are to be permitted on any vehicle when in use except school students or authorized personnel of the School Departments or Contractor. Exceptions thereto may be allowed, but only upon specific authorization of the School Departments.

ARTICLE VII – DRIVERS

A. AGE

All Drivers shall be at least twenty-one (21) years of age, shall be of high moral character, shall be experienced and safe drivers, and shall be free of criminal records. The School Departments reserve the right to certify the employment of all Drivers who will be used in transportation of identified students in compliance with Massachusetts General Laws, Chapter 6, Section 172.

B. PHYSICAL EXAMINATION

Each Driver shall be physically examined once a year by a Massachusetts licensed physician. A certified report of the examination, containing information relative to vision, hearing ability, reflexes, condition of heart and respiratory system, shall be on file at the Contractor's office and shall be presented to the School Departments upon request. The cost of the physical examination is to be borne by the Contractor.

C. DRUG TESTING

Each driver must be drug tested in compliance with the U.S. Department of Transportation, Federal Highway Administration, Motor Carrier Safety Regulations, 49 CFR 391.81 et seq. N.B. Subpart H "Controlled Substance Testing." For the purposes of this contract, no driver is exempt from the testing. The cost of the testing is to be borne by the Contractor.

D. ALCOHOL AND WEAPONS

Drivers shall not have any alcohol or weapons in the vehicle at any time.

E. SAFETY OF SCHOOL CHILDREN

Each driver shall place the safety of school children above any other consideration at all times and shall under no circumstances leave the vehicle unattended at any time while it is occupied.

It shall be the responsibility of each driver to assure that the safety of a student is not jeopardized during boarding and disembarking.

It is the responsibility of the bus driver to verify, and communicate to dispatch, that all students have exited the bus and their final run for the day is complete.

F. ORDER AND CONDUCT

Each driver shall maintain order among students within the vehicle. Students disobeying instruction of the Driver shall be reported to the student's attending school/program and the School Department for disciplinary action according to the transportation policy of the School Committee.

G. COMPLAINTS

Drivers shall report complaints and incidents by students or parents of students to the Schools the day of the incident or complaint. The report may be made verbally unless requested by the School to be in writing.

H. IDENTITY

Reference is made to Article IV, Section J.

I. SUBSTITUTION

Reference is made to Article IV, Section O.

J. REJECTION OF DRIVERS

Reference is made to Article V, Section D

K. ACCIDENTS

Each driver shall make a written report to the Contractor of all accidents in which the vehicle, over which he/she has control, is involved. Such report shall be made immediately upon completion of the route.

In the event the accident occurs while transporting students the driver must notify the contractor immediately and the contractor must notify the School Departments immediately.

If the accident involves injury or death of a student, the Driver shall render assistance to any injured, notify the police and make immediate telephone report to the Contractor and the School Departments in addition to the written report.

L. TRAINING

The Vendor will conduct training programs with the drivers, at no additional expense to the School Departments.

1. The vendor must provide in-service training to drivers which will include providing samples of information on student needs and problems and appropriate emergency measures. The vendor must annually submit by October 15th of each school year, evidence of these training by including: Agenda, driver attendance sheet with names, and a copy of training materials.

The training programs shall include:

2. Acquainting them with the proper procedures to follow in case of: brake failure; vehicle stalling; how to react to skids; an accident; driver and student rules and regulations; first aid (including the administration of an epi-pen); and how to care for the special needs of students.

3. The Contractor must agree that all drivers will attend, at no cost to the School Departments, whatever conferences are offered locally by the Registry of Motor Vehicles and the local police departments when requested by the School Departments regarding the transportation of school children.
4. The School Departments may require, at no cost to the School Departments, the drivers to attend additional workshops, including but not limited to provisions of the Massachusetts Anti-Bullying legislation, or any other state mandated trainings. These workshops will be limited to assisting the drivers to meet the needs of the students he/she is transporting.

M. FLUENCY

All drivers shall be fluent in English and able to communicate with students about a vehicle emergency.

N. SCHEDULING OF DRIVERS

To the maximum extent possible, the same driver will be scheduled to drive both the morning and afternoon runs of a particular route.

O. COMMUNICATION OF ABSENCES

If a student is absent five (5) consecutive days, the driver should notify their administrative office who will then notify the student's School Department.

P. COMPLETION OF APPROPRIATE CORI FORMS/FINGERPRINTING

The Contractor shall work closely with the School Departments to have their drivers complete appropriate CORI Forms and fingerprinting. The Contractor is responsible for any/all costs.

ARTICLE VIII – PAYMENT

A. MONTHLY INCREMENTS

Receipt of monthly invoices from the Contractor should be received by the School Departments no later than five (5) business days from the end of the month that is to be billed. The School Departments will work with the Contractor to establish a procedure for apportioning the monthly invoice to each School Department. This procedure will be based upon the cost for each route and the number of students from each district scheduled to be transported on a given route.

Payment shall be made in monthly installments by each School Department, in arrears, commencing in August 2018. After receipt of the monthly invoice from the Contractor, the School Departments shall remit payment to the Contractor on a net 30 day basis.

B. WITHHOLDING OF PAYMENT

Whenever failure to comply with the contract is in question, "liquidated damages" as defined in Article V, Section E.2, will be withheld until there is mutual agreement or other legal resolution on the failure to comply.

C. QUALIFIED ATTENDANT/MONITOR

The School Departments will pay the Contractor for any "qualified attendant/monitor" required under General Laws, Chapter 71B of the Commonwealth of Massachusetts. The contractor will transport such attendant portal-to-portal.

D. SCHOOL CANCELLATIONS

No payment shall be made for routes not operated during inclement weather, or for any other cause for which schools are closed by the decision of the respective School Committees and/or Superintendent of Schools. If for any reason, any route fails to operate on scheduled days, no payment shall be made for that route.

ARTICLE IX – GENERAL

A. CUSTODY OF STUDENTS

The Contractor and Driver shall be deemed to have custody over students. The custodial responsibility for the physical safety of a student shall commence:

1. At the initial pickup at the student's dwelling or other structure, at the point in time when the student leaves the door of the dwelling or structure until the student safely arrives at the confines and is received by a staff member of the educational or training facility.
2. At pick-up from the educational or training facility for the return home to the dwelling, from the point in time when the student leaves the door of the educational or training facility building until the student returns and re-enters the interior of said student's dwelling.
3. Drivers must not leave a vehicle unattended when children are in the vehicle. In an emergency, the driver's first concern must be for the children.
4. It is recognized that at times, as part of a student's IEP, a goal might be in the area of independence. In this situation, discussions will take place between appropriate staff from the Contractor, the receiving school/program staff, and the sending district's staff regarding drop-off at school and/or home.

B. NO EXPRESS OR IMPLIED WARRANTIES BY THE SCHOOL COMMITTEES

Notwithstanding anything to the contrary contained in these documents, it is understood and agreed by and between the Contractor and the School Departments that:

1. No information or data provided by the School Departments herein or in relation to this Contract for transportation services shall be considered to be representative, warranted, or guaranteed to be exact or accurate, (i.e., the School Department does not guarantee continuation of any or all routes or schedules, or that new students will not be added to the routes, schedules, etc.). The Contractor acknowledges that it is responsible for determining the accuracy of any estimate or information provided by the School Departments in which it uses to formulate its proposal and acknowledges that it has had the opportunity to investigate same. In fact, the Contractor agrees that it has not substantially relied on or assumed the accuracy thereof but has instead undertaken its own inquiry and/or investigation to consider, evaluate, and determine any and all facts or factors necessary or convenient for it to submit a valid and binding proposal for transportation services.
2. The Contractor warrants that it is experienced and knowledgeable in developing and preparing such a proposal and that it is experienced and knowledgeable and equipped to provide such transportation services.
3. The Contractor, understanding that any information and/or estimates provided by the School Departments on behalf of the participating districts relating to the proposal for transportation services do not constitute a representation, guarantee, or warranty of accuracy, agrees that failure to secure and investigate the accuracy of such estimates and information relied upon thereby in making its proposal shall in no way relieve Contractor from any obligation in respect to its proposal and, if awarded the Contract, Contractor agrees that it shall execute said Contract and be bound thereby. The Contractor agrees to and hereby releases the School Committees of any and all claims, demands, suits, causes of action, arbitration, or disputes whatsoever arising out of or relating to such estimates and/or information.

C. FAILURE TO PERFORM

If the Contractor is unable to furnish transportation for any given day, the Contractor shall reimburse the School Department for all actual costs required for furnishing alternative transportation as billed to or paid for by the School Committees.

D. TERMINATION BY SCHOOL COMMITTEES

In case of failure on the part of the Contractor to execute the work as per agreement, as determined in the sole and absolute discretion of the School Committees, the School Committees reserve the right in their sole discretion to terminate the contract, satisfying their wants through another Contractor. The School Departments shall thereupon collect from the Contractor any difference in price as a result of such failure on the part of the Contractor.

The School Committees shall not enter into the contract for transportation services described herein unless funds are available for the first fiscal year at the time of contracting. Payment and performance obligations for succeeding fiscal years shall depend on the availability and appropriation of funds. Please note that the School Committees shall cancel the contract if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal year succeeding the first year.

The School Committees may terminate a contract by giving thirty days (30) written notice to the Contractor.

E. WHERE A CONFLICT OR AMBIGUITY EXISTS CONTRACTOR HAS BURDEN TO PERFORM PURSUANT TO SCHOOLS DEPARTMENTS' OPTION

Notwithstanding anything to the contrary contained in these specification, Contract, or related materials, it is understood and agreed by the Contractor that if there is any conflict between or ambiguity created among the terms of the Contract, any provisions of State law or regulation promulgated thereunder, or any regulation, interpretation, or option selected or discretion implemented by the School Department then unless preemption under State law applies, the School Department will have the right and option to select the option/alternative which is the more onerous and imposes more obligation/responsibility on the Contractor without any increase in Contract price or right to claim adjustments by the Contractor.

F. CONTRACTOR'S EXPRESS WARRANTIES REGARDING PERSONNEL

As a specific condition and requirement of the prospective Contractor to propose for and be qualified to be awarded the Contract, the Contractor agrees to provide, warrant, and represent that, before the date of provision of transportation services that for all of its employees, agents, servants, or personnel, hereinafter "Personnel", having any actual or potential contract or involvement with the Students it:

1. has no Personnel who have either been convicted of any offense involving violence or assault on any person (including but not limited to assault battery, abuse, sexual misuse or abuse, lewd and lascivious conduct, indecent acts, assault battery, or similar offense, domestic abuse or violence), or controlled substance or drug abuse related offense. The above described as used, herein, shall not be limited to actual conviction but shall also mean and include probation, plea bargain, alternative sentence or plea, or non-criminal disposition which arose from or out of a charge or complaint of any of the above or similar offenses. All said personnel of the Contractor shall sign releases and authorizations for the Contractor and School Department to seek and obtain any information related to and involving the above.
2. will coordinate and conduct a drug testing program as described in Article VII, Section C.
3. will obtain releases and authorizations for all said Personnel extending both to the Contractor and the School Departments which shall allow inquiry into and release of the records and information for:

Federal Probation and Criminal Offender Record Check

- a. Federal Bureau of Investigation interstate and inter-jurisdictional probation and criminal offender records.
- b. Massachusetts Board of Probation and CORI inquiry/check
- c. Drug testing results.

G. REQUIRED EXPERIENCE

The Contractor shall demonstrate that it has successfully provided transportation of public school students or special education students enrolled in other educational institutions in Massachusetts. Experience may include prior experience as an owner or principal operator of a company other than the proposer.

H. CONTRACTOR'S REFERENCES SHALL BE PROVIDED

The Contractor shall provide the School Departments with the names, addresses, telephone numbers, and responsible agents of all school districts/institutions for which the Contractor has provided student transportation services, within the last three (3) years, so that the School Departments may obtain and review all relevant reference data in its decision making process towards the awarding of the Contract. By providing a proposal and list of references, the Contractor warrants that the list is complete and by tendering its proposal and providing the above list of reference, the Contractor thereby authorizes and releases the School Committees and the above previously serviced municipality/institution to openly and fully discuss the municipality's/institution's evaluations, opinion, or perceptions of the Contractors' prior performance and reputation, and by said proposal tender and list of municipalities/institutions said Contractor does thereby agree to release, indemnify, and hold harmless the School Committees and the said municipalities/institutions and their agents of and from any and all liability, both at law and in equity, which might arise or be claimed to arise from the providing of information, data, evaluations, or opinions relating to said Contractor or its agents, officers, or employees. In the context of this proposal, the term Contractor shall mean and include any and all other corporations or entities in which any of the Contractor's Corporate Officers, Directors, Shareholders, Principal Administrative or Operating Personnel, or owners were previously involved or associated with.

EXHIBIT B

See Attached.



**Trombly Motor Coach Service, Inc.
1480 Broadway Road (Rear) – PO Box 190
Dracut, MA 01826
978-937-3422 Fax 978-937-2083**

Chelmsford / Billerica / Tewksbury

"Out-of-District School Bus Transportation Bid Proposal"

**April 20, 2018
1:00 PM**



Trombly Motor Coach Service, Inc.
P.O. Box 190
Dracut, MA 01826
Phone 978-937-3422 · Fax 978-937-2083

April 18, 2018

Chelmsford Public Schools
Billerica Public Schools
Tewksbury Public Schools

To whom it may concern,

Trombly Motor Coach is pleased to offer the following proposal for Out-of-District Collaborative Special Needs Transportation for the towns of Billerica, Chelmsford, and Tewksbury.

Special Needs Transportation Service Proposal

Vehicle Information

- All Vehicles will be no more than 6 years old with no more than 125,000 miles at any time during the contract.
- All vehicles will meet state and federal laws regarding safety equipment
- All vehicles will have Cameras, GPS, and Child Checkmate systems
- All vehicles will also include the following equipment
 - Safety Belts
 - Safety Locks
 - Chock Blocks
 - Fire Extinguishers
 - First Aid Kit
 - Two-way Radios
 - Body Fluid Kits

Please see attached list of all vehicles to be used for this contract.

Vehicle Maintenance

Please see attached for our vehicle maintenance schedule

Driver Information

Driver Information will be supplied if awarded the contract.

Driver Standards

All drivers will go through a thorough interview, orientation with an on the road evaluation, pre-employment drug screening and a criminal background check. This will ensure only responsible drivers with a good moral character will be employed by Trombly Motor Coach. All drivers must hold a current license with proper endorsements. Please see enclosed book for all training and procedure requirements for drivers and monitors.

Continuing Trombly Motor Coach's contract to provide transportation for your students with special needs, will maintain continuity for the students who can be so dependent on familiarity in their lives.

Safety Policy

Please see attached Training and In-Service Safety Program

Customer Relations and Conflict Resolution Procedures

Our staff at Trombly Motor Coach employs courteous and knowledgeable staff that has been in the bus industry for many years working with parents, children and school officials. All concerns or complaints will be handled in a timely matter to resolve any issues that may arise.

Trombly Motor Coach will work closely with school officials, parents, and students by reporting behavioral reports to ensure safe transportation for all students. These reports will be followed up with phone calls or meetings with school officials and the student to find out what the problem is and work towards a suitable solution or disciplinary action if necessary.

Emergency Procedures

Please see attached Vehicle Breakdown and Emergency Procedure

Staff and Facilities for Maintenance

Trombly Motor Coach currently has six (6) certified mechanics and several qualified mechanic helpers. Our facility offers a nine (9) bay fully functional service facility in Dracut, a service facility in Lowell, as well as Methuen.

New Facilities

NRT / Trombly Motor Coach is currently in the process of purchasing property on Katrina Road in Chelmsford. This will serve as dispatch / maintenance for our Chelmsford Contracts. This property would be used principally to garage vehicles, and pay excise taxes to the Town of Chelmsford. Estimated completion date will be April 2019.

Ride Sharing Benefit

Due to the fact that Trombly Motor Coach and NRT Bus are operated under the same ownership, Trombly Motor Coach will take advantage of all ride share opportunities within both entities to insure that all customers receive the lowest per student cost that we are able to provide.

References

Please see attached list of references as well as three (3) attached letters of reference.

Cost Proposal

Cost Proposal

2018/2019 – 2022/2023 School Year Transportation Rates:

	2018/2019	2019/2020	2020/2021	2021/2022	2022/2023
Vans & Wheel Vans	\$223.00	\$223.00	\$223.00	\$223.00	\$223.00
Mini Buses	\$275.00	\$275.00	\$275.00	\$275.00	\$275.00
R.N.	\$35.00/HR	\$35.00/HR	\$35.00/HR	\$35.00/HR	\$35.00/HR
L.P.N.	\$27.00/HR	\$27.00/HR	\$27.00/HR	\$27.00/HR	\$27.00/HR
E.M.T.	\$20.00/HR	\$20.00/HR	\$20.00/HR	\$20.00/HR	\$20.00/HR

2018/2019 – 2022/2023 Summer Transportation Rates:

	2018/2019	2019/2020	2020/2021	2021/2022	2022/2023
Vans & Wheel Vans	\$190.00	\$190.00	\$190.00	\$190.00	\$190.00
Mini Buses	\$275.00	\$275.00	\$275.00	\$275.00	\$275.00
R.N.	\$35.00/HR	\$35.00/HR	\$35.00/HR	\$35.00/HR	\$35.00/HR
L.P.N.	\$27.00/HR	\$27.00/HR	\$27.00/HR	\$27.00/HR	\$27.00/HR
E.M.T.	\$20.00/HR	\$20.00/HR	\$20.00/HR	\$20.00/HR	\$20.00/HR

All above prices include up to 18 monitors. Any additional monitors will be charged at a rate of \$70.00 per day.

Rates listed above account for all fuel, vehicle maintenance, driver wages, and taxes. This contract has no fuel escalation / de-escalation clause.

Students are placed in vehicles with surrounding towns/students to maximize sharing the cost of a vehicle. The vehicle cost (as noted above) is divided by the number of students in the vehicle and each town charged appropriately.

The towns of Billerica, Chelmsford and Tewksbury are currently sharing rides with the cities/towns of Lowell, Andover, Wilmington, and Methuen. The town of Dracut has recently contracted with Trombly Motor Coach to begin in the upcoming school year and these students will also be added to the ride sharing profile. Trombly Motor Coach and NRT Bus will continue to add students in adjacent cities/towns, such as Burlington, North Andover, and Tyngsborough, to further promote collaborative transportation and help keep the transportation cost as low as possible for all. Trombly Motor Coach is actively seeking new contracts in adjacent areas to further reduce each town's per pupil price.

Any student who is required or requested to ride alone, will be charged the per vehicle van rate per day.

Trombly Motor Coach looks forward to the opportunity to be of service for the communities of Billerica, Chelmsford, and Tewksbury. If you should have any questions, please call.

Sincerely,



John McCarthy
President

INTER-OFFICE MEMORANDUM

ATHLETIC DEPARTMENT

MAY 30 '18 AM 9:4

TO: CHRISTOPHER MALONE
SUPERINTENDENT OF SCHOOLS

FROM: RON DROUIN RD

DATE: JUNE 1, 2018

SUBJECT: I. A. OUT OF STATE TRAVEL REQUEST

SPORT	LOCATION/PURPOSE	DATES
Golf	N.H. Golf Courses/League	Sept./Oct. 2018
Football	Cushing Academy NH Campsite	August 22nd-25 th , 2018
Wrestling	N. E. Tournament – TBA	March, 2019
Boys Soccer	Mt. Chocora, North Conway, NH. Team building day trip	August or Sept. 2018
B/G Indoor Track	Staten Island, NY	December 2018
B/G Indoor Track	Hanover, NH. Dartmouth Relays	January 2019
B/G Indoor Track	Bronx NY	January 2019
B/G Indoor Track	Yale Invite New Haven, CT	January 2019
B/G Indoor Track	N.E. Tournament – TBA	March, 2019
B/G Spring Track	Nashua, NH One afternoon trip	April or May 2019 and Sat. of April school vacation
B/G Spring Track	White Plains, NY	May, 2019
B/G Spring Track	N. E. Tournament – TBA	June, 2019
Ice Hockey	Portland, ME Invitational Tournament	December, 2018
Intramural	St. Charles, Providence, RI Eighth Grade Ice Hockey	TBA
Baseball	RI or Conn/scrimmage	TBA
B/G Cross Country	Warwick, RI	Sept, 2018
B/G Cross Country	Paul Short Invite Bethlehem, PA	Sept, 2018
B/G Cross Country	Manhattan, NY	Oct, 2018
B/G Cross Country	Battle of the Borders	Oct. 2018
B/G Cross Country	NE Tournament – TBA	November, 2018
Tennis	Nashua NH	March/April 2019

RD:njo

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