#### TEWKSBURY PUBLIC SCHOOLS

#### TEWKSBURY SCHOOL COMMITTEE

#### Notice of Regular School Committee Meeting #1 Wednesday, July 20, 2022 at 5:00 PM

#### Meeting Place:

Tewksbury Memorial High School Large Group Instruction Room #1

320 Pleasant Street, Tewksbury, MA 01876

#### 1. CALL TO ORDER

#### 2. EXECUTIVE SESSION - Non-Public Session - 5:00 PM

Convene an Executive Session to discuss:

Strategy with respect to collective bargaining with employee groups and/or ongoing litigation and/or discussion of personnel matters and approval of minutes.

The School Committee will reconvene the Regular School Committee in Open Session after the Executive Session.

#### 3. ADJOURN EXECUTIVE SESSION

4. RECONVENE REGULAR SCHOOL COMMITTEE MEETING - Public Session (5:30 PM)

#### 5. ANNOUNCEMENT

The July 20, 2022 Regular School Committee Meeting will be televised and recorded and may be viewed live on Comcast Channel 22 and Verizon Channel 34 or YouTube.com/TewksburyTV. Under the Open Meeting Law, the public is permitted to make an audio or video recording of an open session at a public meeting. At this time, I would ask if anyone is recording tonight's meeting to please identify himself/herself.

#### 6. RECOGNITION

2022 Ginsburg Family Award 2022 Krissy Polimeno Outstanding Educator Award

#### 7. STUDENT COUNCIL REPRESENTATIVE REPORT

Notes from Tewksbury Memorial High School - Returns in September

#### 8. PRESENTATIONS

**UMASS Lowell Summer Engineering Program** 

Brad Mingles, UML Director of Academic Programming & Jennifer Gwatkin, DESE Innovation Pathways Lead

9. CITIZEN'S FORUM (Citizens are asked to limit comments related to items on the agenda to three (3) minutes or ten (10) if spokesperson is representing a group concern.

#### 10. APPROVAL OF MINUTES

June 8, 2022 Regular Meeting Minutes; June 30, 2022 Special School Committee Meeting

#### 11. SUBMISSION AND PAYMENT OF BILLS

Payroll Period Ending June 9, 2022 (\$1,501,556.14); *Balloon Payroll* - Period Ending June 16, 2022 (\$658,815.10); Payroll Period Ending, June 23, 2022 (\$1,621,112.19); *FY22 End* - Payroll Period Ending July 6, 2022 (\$530,670.09); *FY23 Start* - Payroll Period Ending July 7, 2022 (\$1,002,074.26)

#### 12. SUPERINTENDENT & STAFF REPORT

#### 13. CONSENT AGENDA (itemized on page 3)

#### 14. SCHOOL COMMITTEE MEMBER REPORTS

Elementary School Building Committee
Tewksbury SEPAC
Wellness Advisory Committee
Policy Sub-Committee

#### 15. POLICY CHANGES, PROPOSALS, and ADOPTION

#### Policy Reviewed and Adopted with No Changes - Informational Item Only - No Vote Required

DBD, Budget Planning; DBG, Budget Adoption Procedures; DGA, Authorized Signatures; DH, Bonded Employees & Officers; DI, Fiscal Accounting & Reporting; DJ, Purchasing; DJA, Procurement Requirements; DK, Payment Procedures; DKC, Expense Reimbursements

#### Policies for Consideration for Revision and/or to Adopt MASC Recommendation on Informational Reading:

DA, Fiscal Management Goals; DB, Annual Budget; DBC, Budget Planning & Schedules; DBJ, Budget Transfer Authority; DEC, Federal Funds Supplement Not Supplant Policy; JKAA, Physical Restraint of Students

#### Policies for Consideration for Revision on First Reading:

BEDH, Public Comments at School Committee Meetings; BJ, School Committee Legislative Program; EFD, Meal Charge Policy

#### Policies for Consideration to Rescind on First & Final Reading:

BEDH-E, Guidelines for Public Comments; EFC, Free & Reduced Price Food Services

#### 16. OLD BUSINESS

a. Summer School Update

#### 17. NEW BUSINESS

- a. 2023 Wynn Middle School 8th Grade Washington, D.C. Trip
- b. 2022-2023 Salary Adjustment for Non-Union Personnel
- c. 2021-2024 Agreement Between Tewksbury School Committee and Food & Nutrition Services Association
- d. P&S End of Year Financial Report
- e. Interim-Superintendent's 4-month Year-end Evaluation

#### 18. SCHOOL COMMITTEE MATTERS OF INTEREST

#### 19. FUTURE SCHOOL COMMITTEE MEETING DATES

August 17, 2022 (SC/Admin Workshop (3:00PM) & Regular Mtg); September 21, 2022

#### 20. FUTURE SUB-COMMITTEE & ADVISORY COMMITTEE MEETING DATES

Elementary School Building Committee: August 11, 2022; TSEPAC Business Meeting: TBD Wellness Advisory Committee: October 5, 2022; Policy Sub-Committee: TBD

#### 21. FUTURE AGENDA ITEMS

#### 22. ADJOURNMENT

#### **CONSENT AGENDA**

#### Correspondence

a. Merrimack College Supervising Practitioner Course Vouchers

#### **Enrollment Update**

None

#### PERSONNEL ITEMS

#### **New Hires**

Christina Souder, School Adjustment Counselor (1-SY-Only), Tewksbury Memorial High School, effective 8/29/2022; Ashley Botelho, Kindergarten Moderate Special Needs Teacher, Dewing Elementary School, effective 8/29/2022; Amy Cassidy, Grade 2 DLC Teacher, Dewing Elementary School, effective 8/29/2022; Sarah Hale, Library/Media Specialist, North Street School, effective 8/29/2022; John Lindsey, Grade 6 Science Teacher, Ryan Elementary School, effective 8/29/2022; Matthew Mears, district-wide, part-time IT Support Technician, effective 6/29/2022; John Feitor, COVID School Support Staff (1-SY-Only), John Wynn Middle School, effective 8/29/2022; Jennifer Griffin, COVID School Support Staff (1-SY-Only), North Street School, effective 8/29/2022; Cynthia Bellino, District-wide Occupational Therapist, effective 8/29/2022; Nancy Cappiello, Education Support Personnel Aide, Heath Brook School, effective 8/29/2022; Victoria Cordeiro, Assistant Principal, Wynn Middle School, effective July 1, 2022; Todd Cutrona, COVID School Support Staff (1-SY-Only), Ryan Elementary School, effective 8/29/2022; Stephen DeFrancesco, English Teacher, Tewksbury Memorial High School, effective 8/29/2022; Jane Doonan, Education Support Personnel Aide, Heath Brook School, effective 8/29/2022; Susan Drum, Case Manager (Preschool), Dewing Elementary School, effective 8/29/2022; Emily Hastings, English Teacher, Tewksbury Memorial High School, effective 8/29/2022; Andrew Jordan, Education Support Personnel Aide, Heath Brook School, effective 8/29/2022; Anastasia Kurmanova, ESL Teacher (1-SY-Only), Tewksbury Memorial High School, effective 8/29/2022; Tara Lynch, Education Support Personnel Aide, Heath Brook School, effective 8/29/2022; Marguerite Madden, COVID School Support Staff (1-SY-Only), Dewing Elementary School, effective 8/29/2022; Michelle Raffi, Kindergarten Teacher, Dewing Elementary School, effective 8/29/2022; Meaghan Rivera, Education Support Personnel Aide, Heath Brook School, effective 8/29/2022; Shyann DiGiovanni, School Guidance Counselor (1-SY-Only), Ryan Elementary School, effective 8/29/2022; Suzanne Dibble, District-wide Occupational Therapist, effective 8/29/2022; Courtney Otero (1-SY-Only), School Adjustment Counselor, Trahan Elementary School, effective 8/29/2022; Elanora Parravano (1-SY-Only), School Adjustment Counselor, Ryan Elementary School, effective 8/29/2022; MacKenzie Hayward (1-SY-Only), School Adjustment Counselor, Heath Brook School, effective 8/29/2022; Valerie Ashe, Education Support Personnel Elementary Library/Media Aide, Dewing Elementary School, effective 8/29/2022; Tina Tryder, COVID School Support Staff (1-SY-only), Trahan School, effective August 29, 2022

#### **Transfers**

Ann Gerry, transfer from the position of Moderate Special Needs Teacher at the Ryan Elementary School to the position of District-wide English Language Educator Teacher, effective 8/29/2022; Michael Gillespie, transfer from the position of Grade 7 STEM Teacher at the Wynn Middle School to the position of Science Teacher at the Wynn Middle School, effective 8/29/2022;

#### Retirements

Cathy Himmel, Music Teacher, Wynn Middle School, effective 6/30/2022; Sharon Zaremba, School Secretary, North Street School, effective 8/23/2022

#### Appendix B TMHS Athletics

None

#### Appendix B Co-Curricular Activities

#### **Dewing School:**

Special Education Case Manager - Susan Drum PLC Facilitator (Preschool) - Patti-Ann Young Head Teacher (Preschool) - Jennifer Milligan Head Teacher K-2 - Maryellen Hirtle Mentor Grade 1 - Kathy Carleton Mentor K2 DLC - Megan Robinson Mentor Kindergarten MSNT - Lauren Spicer

#### TMHS Co-Curricular Activities (See attached)

Fundraisers/Raffles - Wynn Middle School 2023 Washington, D.C. Trip, Pie Fundraiser, 9/26/2022 through 10/11/2022

## Executive Session

### Tewksbury School Committee Executive Session (Non-Public Session) Wednesday, July 20, 2022 - 5:00 PM

Tewksbury Memorial High School Guidance Office Conference Room 320 Pleasant Street, Tewksbury, Massachusetts

#### A. CALL TO ORDER

B. EXECUTIVE SESSION - Non-Public Session (File) - 5:00 PM

Convene an Executive Session to discuss:

Strategy with respect to collective bargaining with employee groups and/or ongoing litigation and/or discussion of personnel matters and approval of minutes.

The School Committee will reconvene in Open Session following the Executive Session.

C. ADJOURN & RECONVENE REGULAR SCHOOL COMMITTEE MEETING

## Recognition and/or Presentations

#### **Tewksbury School Committee - July 20, 2022**

#### **RECOGNITIONS**

#### **★ 2022 GINSBURG FAMILY AWARD**

Best Buddies Program

#### **★ 2022 KRISSY POLIMENO OUTSTANDING EDUCATOR AWARD**

Scott Callanan, TMHS

#### **PRESENTATION**

#### **UMASS Lowell Summer Engineering Program**

Brad Mingles, UML Director of Academic Programming Jennifer Gwatkin, DESE Innovation Pathways Lead

## Minutes

## Payroll

Date

6/9/2022

I move the School Department Payroll for the period ending to be approved and certified in the amounts and categories as shown for a total amount of \$1,501,556.14

#### **GRANTS**

2021-2022 Special Ed 240 Grant
2021-2022 Title I Grant
2021-2022 Title II Grant
2021-2022 Title IV Grant
2021-2022 Early Childhood Grant
2021-2022 ASOST Grant
2021-2022 21st Century Grant
2021-2022 ESSER I Grant
2021-2022 ESSER II Grant
2021-2022 SE Learning Grant
2021-2022 ARP Idea Grant

#### **REVOLVING ACCOUNTS**

\$3,713.29	2021-2022	Community Services
\$10,461.52	2021-2022	Community Services Preschool Program
\$412.58	2021-2022	Adult Education Program
\$28,002.91	2021-2022	Lunch Program
\$8,552.08	2021-2022	Facilities
	2021-2022	Recreation
\$672.39	2021-2022	Parking Fees
\$2,325.65	2021-2022	Preschool
\$173.30	2021-2022	Advanced Placement
	2021-2022	TMHS Intramurals

#### **\$125,175.05 SUB TOTAL - NON LEA FUNDS**

#### **LEA FUNDS**

\$1,376,381.09 2021-2022 School Department Account

\$1,376,381.09 SUB TOTAL - LEA FUNDS

\$1,501,556.14 TOTAL

#### TEWKSBURY PUBLIC SCHOOLS

Tewksbury, Massachusetts

#### **BALLOON PAYROLL**

Date

6/16/2022

I move the School Department Payroll for the period ending to be approved and certified in the amounts and categories as shown for a total amount of \$658,815.10

#### **GRANTS**

\$16,581.55	2021-2022	Special Ed 240 Grant
\$3,562.24	2021-2022	Title I Grant
	2020-2021	Title II Grant
	2020-2021	Title IV Grant
	2021-2022	Early Childhood Grant
	2021-2022	ASOST Grant
	2021-2022	21st Century Grant
	2021-2022	ESSER I Grant
\$16,394.65	2021-2022	ESSER II Grant
	2021-2022	ARP PK Idea Grant
	2021-2022	ARP Idea Grant

#### **REVOLVING ACCOUNTS**

m

#### **\$36,538.44 SUB TOTAL - NON LEA FUNDS**

#### **LEA FUNDS**

\$622,276.66 2021-2022 School Department Account

**\$622,276.66 SUB TOTAL - LEA FUNDS** 

\$658,815.10 TOTAL

Date

6/23/2022

I move the School Department Payroll for the period ending to be approved and certified in the amounts and categories as shown for a total amount of \$1,621,112.19

#### **GRANTS**

,	\$28,500.39	2021-2022	Special Ed 240 Grant
	\$5,277.84	2021-2022	Title I Grant
	\$250.00	2021-2022	Title II Grant
		2021-2022	Title IV Grant
		2021-2022	Early Childhood Grant
		2021-2022	ASOST Grant
		2021-2022	21st Century Grant
		2021-2022	ESSER I Grant
,	\$11,350.40	2021-2022	ESSER II Grant
	\$200.00	2021-2022	SE Learning Grant
		2021-2022	ARP Idea Grant

#### **REVOLVING ACCOUNTS**

\$4,590.79	2021-2022	Community Services
\$11,449.07	2021-2022	Community Services Preschool Program
\$510.08	2021-2022	Adult Education Program
\$132,346.76	2021-2022	Lunch Program
\$5,938.87	2021-2022	Facilities
	2021-2022	Recreation
\$672.39	2021-2022	Parking Fees
\$2,325.65	2021-2022	Preschool
	2021-2022	Advanced Placement
	2021-2022	TMHS Intramurals

#### **\$203,412.24 SUB TOTAL - NON LEA FUNDS**

#### **LEA FUNDS**

\$1,417,699.95 2021-2022 School Department Account

\$1,417,699.95 SUB TOTAL - LEA FUNDS

\$1,621,112.19 TOTAL

Date

7/6/2022 FY22 END

I move the School Department Payroll for the period ending to be approved and certified in the amounts and categories as shown for a total amount of \$530,670.09

#### **GRANTS**

	2021-2022 Special Ed 240 Grant 2021-2022 Title I Grant
	2021-2022 Title II Grant
\$99.03	2021-2022 Title III Grant
	2021-2022 Early Childhood Grant
\$850.00	2021-2022 Innonvation Pathways Grant
\$4,041.72	2021-2022 21st Century Grant
	2021-2022 ESSER I Grant
\$290.00	2021-2022 ESSER II Grant
\$2,828.66	2021-2022 SE Learning Grant
	2021-2022 ARP Idea Grant

#### **REVOLVING ACCOUNTS**

\$493.35	2021-2022	Community Services
\$4,440.13	2021-2022	Community Services Preschool Program
\$6,018.82	2021-2022	Adult Education Program
\$391.90	2021-2022	Lunch Program
\$8,581.89	2021-2022	Facilities
	2021-2022	Recreation
	2021-2022	Parking Fees
	2021-2022	Preschool
	2021-2022	Advanced Placement
	2021-2022	TMHS Intramurals

#### \$28,035.50 SUB TOTAL - NON LEA FUNDS

#### LEA FUNDS

\$502,634.59 2021-2022 School Department Account

\$502,634.59 SUB TOTAL - LEA FUNDS

\$530,670.09 TOTAL

Date

7/7/2022 FY23 START

I move the School Department Payroll for the period ending to be approved and certified in the amounts and categories as shown for a total amount of \$1,002,074.26

#### **GRANTS**

\$23,500.39	2021-2022 Special Ed 240 Grant
\$4,777.84	2021-2022 Title I Grant
	2021-2022 Title II Grant
	2021-2022 Title IV Grant
	2021-2022 Early Childhood Grant
	2021-2022 ASOST Grant
	2021-2022 21st Century Grant
	2021-2022 ESSER I Grant
\$8,537.93	2021-2022 ESSER II Grant
	2021-2022 SE Learning Grant
	2021-2022 ARP Idea Grant

#### **REVOLVING ACCOUNTS**

\$182.36	2022-2023	Community Services
	2022-2023	Community Services Preschool Program
\$20.26	2022-2023	Adult Education Program
\$3,430.96	2022-2023	Lunch Program
	2022-2023	Facilities
	2022-2023	Recreation
	2022-2023	Parking Fees
\$2,325.65	2021-2022	Preschool
	2022-2023	Advanced Placement
	2022-2023	TMHS Intramurals

#### \$42,775.39 SUB TOTAL - NON LEA FUNDS

#### **LEA FUNDS**

\$887,332.36	2021-2022	School Department Account
\$71,966.51	2022-2023	School Department Account

**\$959,298.87 SUB TOTAL - LEA FUNDS** 

\$1,002,074.26 TOTAL

# Superintendent/ Staff/School Committee Reports

## Consent Agenda



Organization: Tewksbury School District Program: Teacher Education Program

Term: Spring 2022

Regards,

Date of Issue: June 7, 2022

In recognition of your participation in the teacher education program, your organization is hereby granted one (1) course in the Winston School of Education & Social Policy per Merrimack student in the **Spring 2022** semester. Course vouchers may be used toward any course in the graduate catalog for the Winston School of Education & Social Policy. The vouchers are valid for up to two years from date of issue.

This letter will serve as your proof of eligibility and, therefore you should retain and present it at registration. Present this letter within two years from date of issuance. Please note that the use of this voucher by you (or your designee) may be taxable as a tuition benefit. See reverse for additional information.

Thank you for your partnership with Merrimack College and the Winston School of Education & Social Policy.

Deborah N. Margolis, Ph.D. Interim Dean, Winston School of Ed	ucation & Social Policy				
Name of Supervising Practitioner: Name of Designee (if any):	Christa Archibold ———				
Signature of Supervising Practitioner authorizing transfer of voucher:	· · · · · · · · · · · · · · · · · · ·				
Please provide full contact information	on for individual using th	is voucher:			
Name				<del></del>	
Address		City	State	Zip	
Phone		Email			

FOR OFFICE USE ONLY:



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Term: Spring 2022

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DmaryTis					
Deborah N. Margolis, Ph.D. Interim Dean, Winston School of Edu	cation & Social Polic	су			
Name of Supervising Practitioner: Name of Designee (if any):	Karen Hodgson —				
Signature of Supervising Practitioner authorizing transfer of voucher:					
Please provide full contact informatio	n for individual usinį	g this voucher:			
Name					
Address		City	State	Zip	
Phone		Email			



Organization: Tewksbury School District Program: Teacher Education Program

Term: Spring 2022

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Deborah N. Margolis, Ph.D. Interim Dean, Winston School of Ed	ducation & Social Policy			
Name of Supervising Practitioner: Name of Designee (if any):	Shannon Miranda	'		
Signature of Supervising Practitione authorizing transfer of voucher:	er			
Please provide full contact informat	ion for individual using t	his voucher:		
Name				
Address		City	State	Zip



Organizat	ion: Te	wksbury	School	District
Program:	Teache	r Educatio	on Progr	am

Term: Spring 2022

Regards,

Date of Issue: June 7, 2022

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DmaryTis				
Deborah N. Margolis, Ph.D. Interim Dean, Winston School of Education & Social F	Policy			
Name of Supervising Practitioner: Julie Taggart Name of Designee (if any):			-	
Signature of Supervising Practitioner authorizing transfer of voucher:				
Please provide full contact information for individual u	sing this voucher:			
Name			<del></del>	
Address	City	State	Zip	
Phone	Email			



Organizati	ion:	<b>Tewksbury</b>	School	District
Program:	Tead	cher Education	n Progr	am

Term: Spring 2022

Date of Issue: June 7, 2022

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Regards, Dinaryli					
Deborah N. Margolis, Ph.D. Interim Dean, Winston School of Edu	acation & Social Polic	У			,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
Name of Supervising Practitioner: Name of Designee (if any):	Teresa A Enos				
Signature of Supervising Practitioner authorizing transfer of voucher:					
Please provide full contact information	n for individual using	this voucher:			
Name					
Address		City	State	Zip	
Phone		Email			Ē

FOR OFFICE USE ONLY:	GWAV	
	SP2022	
Voucher Number SP2022-0007		



Organization: Tewksbury School District Program: Teacher Education Program

Term: Spring 2022

Regards

Date of Issue: June 7, 2022

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Dinaryilis					
Deborah N. Margolis, Ph.D. Interim Dean, Winston School of Edu	ucation & Social Policy				distributed to the
Name of Supervising Practitioner: Name of Designee (if any):	Jaime Noberini				
Signature of Supervising Practitioner authorizing transfer of voucher:					
Please provide full contact information	on for individual using	this voucher:			
Name					
Address		City	State	Zip	
Phone		Email			



Organization: Tewksbury School District Program: Teacher Education Program

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Dray is					
Deborah N. Margolis, Ph.D. Interim Dean, Winston School of Edu	acation & Social F	olicy		44 NA 12 NA 14	
Name of Supervising Practitioner: Name of Designee (if any):	Karen Baker (	)'brien			
Signature of Supervising Practitioner authorizing transfer of voucher:					
Please provide full contact information	on for individual u	sing this voucher:			
Name					
Address		City	State	Zip	
Phone		Email			

#### Loella F. Dewing School 1469 Andover Street Tewksbury, MA 01876 (978) 640-7858

Celebrating Excellence



Mrs. Terry Gerrish
Principal
tgerrish@tewksbury.k12.ma.us

Mrs. Alexis Bosworth
Asst. Principal/Preschool Coordinator
abosworth@tewksbury.k12.ma.us

To: Mrs. Brenda Theriault-Regan, Superintendent

From: Alexis Bosworth

Re: Additional Appendix B Positions

Date: July 11, 2022

### Dewing School Additional Appendix B Positions 2022-2023

I recommend the following people for Case manager positions: Special Education Case Manager - Susan Drum

I recommend the following people for PLC positions:

PLC Facilitator - Preschool Patti-Ann Young

I recommend the following people for Head Teacher positions:

Preschool

K-2

Jennifer Milligan

Maryellen Hirtle

Mentors:

Grade 1 Mentor-Kathy Carleton
K2 DLC Mentor-TBD
K MSNT-Mentors Megan Robinson and Lauren Spicer

Position	Recommendation	Notes
Academic Decathlon	Kelsey Ring	
Adaptive Ski Team	Patrick Galligan; Anne McGregor	
Anime	Marc Demers	
Art Show	Jennifer Arnold; Nicole LaPierre; Ashley Sullivan;Emma Sweetapple	
Best Buddies	Brian Aylward; Lindsey White	
Book Discussion Club	Julia Baynes	
Bus Duty	Stephen DeFrancesco (W, R, F only);Christine Smith (M, T, F)	
Case Manager	Chuck Zucco	
Choral Director	Celeste Pellegrino	
Concert Band & Jazz Ensemble	Celeste Pellegrino	
CTBE Dept. Lead Teacher	Mary Jo Kelleher	
CTBE Dept. PLC Facilitator	Mary Jo Kelleher	
Dance Team	Nicole Beatrice	
DECA	Jim Sullivan	
Detention	Donna Boudreau-Hill; Mary Jo Kelleher	
Dramatic-Artistic Director (Fall/Spring)	Celeste Pellegrino	
Dramatic-Artistic Director (Winter)	Celeste Pellegrino	
Drama-Technical Director (Fall/Spring)	Dave Moffat	

Drama-Technical Director (Winter)	Dave Moffat	
English Department Head	Brian Gouthro	
English Department PLC Facilitator	Brian Gouthro	
Environmental Club	Janet Gordon	
Esports	Sanford Arbogast	
Fine & Performing Arts Dept. Lead Teacher	Nicole LaPierre	
Fine & Performing Arts Dept. PLC Facilitator	Nicole LaPierre	
Freshman Class Advisor	Stephen DeFrancesco	
GSA Club	Conner Bourgoin	
Guidance Dept. Head		
Echo Club	Emma Sweetapple	
International Club	Graca Dudley	
Junior Class Advisors	Kelsey Ring; Julia Baynes	
Junior Classical League Advisor	Paul Early	
Marching Band Director		
Mathematics Dept. Head	Shelli Ryan	
Mathematics Dept. PLC Facilitator	Shelli Ryan	
Math League	Maribeth McGinn	
Debating Club (Mock Trial)	Brian Aylward	
National Honor Society	Dustine Puma	
Peer Leadership	Deb Glass	
Renaissance	Shelli Ryan	

Robotics Club	Scott Morris	
SADD	Sean O'Leary	
SAFE	Bailey Mahoney	
Science Dept. Head	Sue Barnett	
Science Dept. PLC Facilitator	Sue Barnett	
Seal of Biliteracy Leader	Karen Hodgson	
Senior Class Advisors	Joel Mignault; Brooke Pacheco	
She's the First	Nicole LaPierre	
Social Studies Department Head	Brian Aylward	
Social Studies PLC Leader	Brian Aylward	
Sophomore Class Advisor	Tim Feeley; Chrissy Souder	
Special Education Dept. Lead Teacher	Jillian Nashawaty	
Special Education Dept. PLC Facilitator	Lindsey White	
Student Council	Deb Glass	
Teacher Mentor	Conner Bourgoin; LindseyWhite	
TMHS Morning Update/Announcements	Emma Sweetapple	
Treasurer/Student Activities	Eileen Osborne	
Wellness Dept. Lead Teacher	Julie Fabiano	
Wellness Dept. PLC Facilitator	Julie Fabiano	
World Languages Lead Teacher	Beth Beauchesne	
World Languages PLC	Beth Beauchesne	

Facilitator		
Yearbook		
Peer Mentor Advisor	Kennan Daniel; Jim Sullivan; Chuck Zucco; Julie Fabiano; Deb Glass	

#### TEWKSBURY PUBLIC SCHOOLS Request for Fundraising

June 27, 2022 Date:	File: JJE-E		
I. Name of OrganizationWynn Middle School 2023 Washington DC Trip			
2. Describe in detail the method of the fundraising activity. Attach additional information necessary Students will be selling pies to help offset the cost of the trip. They will NOT be going door-to-door, only to friend			
3. School location and facilities desired (cafetorium, cafeteria, classroom, gymnasium).			
Please send Use of Facilities Form to Nancy O'Hare (TMHS)/Patricia Meuse (K-8 School	s)		
4. Purpose of anticipated funds (To be approved by the building principal.)			
The funds will go directly to the students balance for the Washington DC trip			
5. Proposed dates of fund raising activity From 9/26/2022 To 10/11/2022 - Pic	delivery on 11/15/22		
6. Describe student involvement in the fund raising activity. Students will be asking friends and family to help support			
their fundraiser. Students will be collecting money for the fundraiser and turning the money and form in.	- solven		
7. Type of identifying credential to be used during Fund Raising Activity. Students will have a form fundraiser is and what it is for. It will clearly state that it is for the 2022 Washington DC Trip through the Wyn			
8. Is there a contract or agreement to be signed. Yes No _x			
9. Name of responsible individualMichael Gillespie			
Address_ I Griffin Way Tewksbury, MA 01876			
Telephone No. (978) 640 -7846 Signature of Applicant Michael Michael Signature			
****************			
(To be completed by the School Principal)			
Date 14,7022	and an		
1. Your request for permission to raise funds is Approved Disapproved (Circle) - de p	provel of tryp		
2. Reason for disapproval			
3. You are authorized to begin the activity on 9/26/22	***************************************		
4. You are to submit a written narrative describing the amount of money raised and the funds not thirty (30) days after the ending date as shown above.			
5. Comments by the principal: I approve the hindresser if D.C. Tri	pisapproved.		
6. Copy sent to the Office of the Superintendent of Schools. Yes No (Circle)			
Principal's Signature Date _7/14/22			

## Policy

#### File: DBD - BUDGET PLANNING

The first priority in the development of an annual budget will be the educational welfare of the children in our schools. However, the School will also attempt to balance the valid interest of the taxpayers.

Budget decisions reflect the attitude and philosophy of those charged with the responsibility for educational decision making. Therefore, a sound budget development process must be established to ensure that the annual operating budget accurately reflects this school system's goals and objectives.

In the budget planning process for the school system the Tewksbury School Committee will strive to:

- 1. Engage in thorough advance planning, with staff and community involvement, in order to develop budgets and guide expenditures in a manner that will achieve the greatest educational returns and contributions to the educational program in relation to dollars expended.
- 2. Establish levels of funding that will provide high quality education for all our students.
- 3. Use the best available techniques for budget development and management.

The Superintendent will have overall responsibility for budget preparation, including the construction of, and adherence to, a budget calendar.

Adoption date: January 1996

Reviewed and Adopted August 21, 2013

Revised: September 27, 2017

Reviewed and Adopted:

#### File: DBG - BUDGET ADOPTION PROCEDURES

Authority for adoption of the final school budget lies with the citizens who comprise, and who are entitled to vote at, the town meeting. The school budget is presented as part of the total town budget for action at the annual Town Meeting.

Established by law and charter

Adoption date: January 1996

Reviewed and Adopted August 21, 2013

LEGAL REFS.: M.G.L. 71:34

Cross Reference: DBJ

Informational & Final Reading – July 20, 2022 Reviewed and Recommend to Adopt with No Changes

#### **File: DGA - AUTHORIZED SIGNATURES**

The Superintendent or his/her designee will sign payrolls presented for approval. Payrolls will then be approved by vote of the Tewksbury School Committee in arrears.

The Town Treasurer, who also serves as the School Department Treasurer, signs all checks drawn against school department funds. No other signature is valid.

{Adoption date}

Revised: January 18, 1996

Reviewed and Adopted August 21, 2013

Revised: December 6, 2017

Revised:

LEGAL REF.: M.G.L. 41:41, 41:52

#### File: DH - BONDED EMPLOYEES AND OFFICERS

Each employee of the school system who is assigned the responsibility of receiving and dispensing school funds will be bonded individually or covered by a blanket bond. The cost of the bond will be paid by the town.

Adoption date: January 1996

Reviewed and Adopted August 21, 2013

Reviewed and Adopted:

LEGAL REFS.: M.G.L. 40:5

<u>File</u>: **DI - FISCAL ACCOUNTING AND REPORTING**The Superintendent will be ultimately responsible for receiving and properly accounting for all funds of the school system.

The accounting system used will conform with state requirements and with good accounting practices, providing for the appropriate separation of accounts, funds, and special monies.

The Tewksbury School Committee will receive periodic financial statements from the Superintendent showing the financial condition of the School Department. Such other financial statements as may be determined necessary by either the Committee or the administration will be presented as found desirable.

{Adoption date}

Revised: January 18, 1996

Reviewed and Adopted August 21, 2013

LEGAL RE.: MGL Ch. 44:38

Board of Education 603 CMR 10:00

Cross References: DBJ; DIE

Informational & Final Reading – July 20, 2022 Reviewed and Recommend to Adopt with Legal Reference Update

FILE: DJ-PURCHASING

The Tewksbury School Committee declares its intention to purchase competitively without prejudice and to seek maximum educational value for every dollar expended.

The acquisition of materials, equipment and services will be centralized in the Superintendent's office of the school system.

The Superintendent or designee will serve as Procurement Officer. He/she will develop and administer the purchasing program for the schools in keeping with legal requirements and with the adopted school budget.

School purchases will be made only on official purchase orders approved for issuance by the appropriate unit head and signed by the Superintendent, with such exceptions as may be made by the latter for emergency purchases.

SOURCE: MASC Policy 2021

Revised: January 18, 1996

Revised and Adopted: August 21, 2013

Reviewed and Adopted:

LEGAL REFS.: M.G.L. <del>7:22A; 7:22B;</del> 30B; 71:49A

Informational & Final Reading – July 20, 2022 Reviewed and Recommend to Adopt with No Changes

#### **File: DJA - PURCHASING AUTHORITY**

Authority for the purchase of materials, equipment, supplies, and services is extended to the Superintendent through the detailed listing of such items compiled as part of the budget making process.

The purchase of items and services on such lists requires no further Committee approval except when by law or Committee policy the purchases or services must be put to bid.

Adoption date: January 1996

LEGAL REF.: M.G.L. 30B

CROSS REF.: DJE, Bidding Requirements

Reviewed and Accepted: August 21, 2013

Revised:

#### File: DJE - PROCUREMENT REQUIREMENTS

All purchases of materials and equipment and all contracts for construction or maintenance in amounts exceeding \$50,000 will be based upon competitive bidding. All purchases valued between \$10,000 and \$50,000 shall require the procurement officer to attempt to secure 3 quotes for all materials, equipment, or services. All purchases valued at less than \$10,000 shall require the use of sound business practices to secure the best quality at the best price.

An effort will be made to procure multiple bids for all purchases in excess of \$50,000. When recommending acceptance of a bid, the Superintendent will inform the Tewksbury School Committee whenever possible of the competitive price of a reasonable substitute for the item specified.

When bidding procedures are used, bids will be advertised appropriately. Suppliers will be invited to have their names placed on distribution lists to receive invitations to bid. When specifications are prepared, they will be distributed to all merchants and firms who have indicated an interest in bidding.

All bids will be submitted in sealed envelopes, addressed to the Superintendent and plainly marked with the name of the bid and the time of the bid opening. Bids will be opened in public at the time specified, and all bidders will be invited to be present.

The Committee reserves the right to reject any or all bids and to accept the bid that appears to be in the best interest of the school system. The Committee reserves the right to waive any informality in, or reject, any or all bids or any part of any bid. Any bid may be withdrawn prior to the scheduled time for the opening of the bids. Any bid received after the time and date specified will not be considered. All bids will remain firm for a period of 30 days after opening.

The bidder to whom an award is made may be required to enter into a written contract with the school system.

Adoption date: July 2001

Reviewed and Adopted August 21, 2013

Revised: April 14, 2015

Revised: December 6, 2017

LEGAL REFS.: M.G.L. 7:22A; 7:22B; 30B

CROSS REF.: DJA, Purchasing Authority

#### **File: DK - PAYMENT PROCEDURES**

All claims for payment from school department funds will be processed in accordance with regulations developed by the Superintendent. Payment will be authorized against invoices properly supported by approved purchase orders, with properly submitted vouchers, or in accordance with salaries and salary schedules approved by the Tewksbury School Committee.

As an operating procedure, the Committee will receive monthly lists of bills (warrants) for payment from school department funds. The lists will be certified as correct and approved for payment by the Tewksbury School Committee and then forwarded to the Town Auditor for processing and subsequent payment by the Town Treasurer. Actual invoices, statements, and vouchers will be available for inspection by the Tewksbury School Committee.

The Superintendent will be responsible for assuring that budget allocations are observed and that total expenditures do not exceed the amount allocated in the budget for all items.

The school-building administrators will be responsible for observing budget allocations in their respective schools.

{Adoption date}

Revised: January 18, 1996

Reviewed and Adopted August 21, 2013

Revised: December 6, 2017

LEGAL REFS.: M.G.L. 41:41; 41:52 41:56

#### **File: DKC - EXPENSE REIMBURSEMENTS**

Personnel and school department officials who incur expenses in carrying out their authorized duties will be reimbursed by the school department upon submission of a properly completed and approved voucher and any supporting receipts required by the Superintendent.

When official travel by personally owned vehicle is authorized, mileage payment will generally be made at the current state rate. Based on individual contracts, a stipend may be given.

To the extent budgeted for such purposes in the school budget, approval of travel requests by Tewksbury School Committee members must have prior approval of the Tewksbury School Committee. Staff travel requests within budgetary limits may be approved by the Superintendent. Staff travel requests that exceed budgetary limits will require the approval of the School Committee and the identification of funding sources by administration. Each request will be judged on the basis of its benefit to the school system.

Adoption date: January 1996

Reviewed and Adopted August 21, 2013

Revised: December 6, 2017

Revised:

LEGAL REFS.: M.G.L. 40:5; 44:58

#### File: DA - FISCAL MANAGEMENT GOALS

As the trustee of local, state, and federal funds allocated for use in public education, the Committee will use these funds wisely in pursuit of the district's goals.

The quantity and quality of the district's educational learning programs are directly dependent on the effective, efficient management of allocated funds. It follows that aAchievement of the sehool district's purposes can best be achieved through excellent fiscal management.

As trustee of local, state, and federal funds allocated for use in public education, the Committee will fulfill its responsibility to see that these funds are used wisely for achievement of the purposes to which they are allocated.

Because of resource limitations, there is sometimes a temptation to operate so that fiscal concerns overshadow the educational program. Recognizing this, it is essential that the school district take specific action to make sure education remains central and that fiscal matters are ancillary and contribute to the educational program. It is imperative that the educational program be held of paramount importance. Decisions made due to resource limitations must center on the educational goals of the district.

This prioritization eoneept will be incorporated into all aspects of district management and Committee decision making.

Committee operations and into all aspects of school district management and operation. In the school Regarding the district's fiscal management, it is the Committee's intent:

- To engage in thorough advance planning, with staff and community involvement, in order to develop budgets and to guide expenditures To allocate public funding, centering so as to equity while achieveing the greatest educational returns and the greatest contributions to the educational program in relation to dollars expended.
- 2. To engage in thorough advance planning, with staff and community involvement, in order to develop budgets
- 3. To advocate for establish levels of funding that will provide high quality education for the all students.
- 4. To support the use of the best available techniques for budget development and management.
- 5. To provide timely and appropriate information to all staff with fiscal management responsibilities.the community.
- 6. To establish maximum efficiency procedures for accounting, reporting, business, purchasing and delivery, payroll, payment of vendors and contractors, and all other areas of fiscal management.

Adoption date: January 1996

Reviewed and Adopted August 21, 2013

Revised:

SOURCE: MASC Policy

#### File: DB - ANNUAL BUDGET

The annual budget is the financial expression of the educational program of the School Department, and reflects the goals and objectives of the School Committee to meet the needs of all students goals of the School Committee in meeting the needs of all students.

The budget then is more than just a financial instrument and requires on the part of the Committee, the staff, and the community requires an orderly and cooperative effort by the Committee, the staff and the community to achieve the goals of the district. to ensure sound fiscal practices for achieving the educational goals and objectives of the school system.

Public school budgeting is regulated and controlled by legislation, state regulations, and Tewksbury School Committee requirements policy. The operating budget for the school system district will be prepared and presented managed in line with state policy and will be developed and refined in accordance with these same requirements the above.

The budget shall be in compliance with the foundation budget. It is acknowledged that the foundation budget reflects the minimum recommended spending for a District, and excludes transportation costs, debt service costs, and costs associated with the acquisition of fixed assets. The aforementioned items must, therefore, be budgeted in addition to the foundation budget, and funds to support those expenditures must be raised from the community, after the use of any offsetting revenues received from the state.

The Superintendent will serve as Budget Officer but he/she may delegate portions of this responsibility to members of his/her staff, as he/she deems appropriate. The three general areas of responsibility for the Superintendent as Budget Officer will be are budget preparation, budget presentation, and budget administration.

A budget is a spending plan, which is developed well in advance of the fiscal year. Circumstances may occur which necessitate changing spending priorities and redirecting funds within the budget accordingly. Revisions to the budget may be made from time to time by the Committee, upon the recommendation of the Superintendent.

Annual budgets for each school operated by the District shall be developed with input from the School Council and shall reflect the priorities established in the annual school improvement plan.

{Adoption date}

Revised: January 18, 1996

Reviewed and Adopted August 21, 2013

Revised: September 27, 2017

Informational Reading – July 20, 2022 Policy Recommended for Revision to TPS Policy with MASC Policy Edits

## Revised:

LEGAL REFS.: M.G.L. 71:34; 71:37 and 71:38N

File: DBC - BUDGET DEADLINES AND SCHEDULES

Preparation of the annual budget will be scheduled in stages throughout the school year

with attention to certain deadlines established by law and charter.

Per the Town Charter the Tewksbury School Committee must submit a detailed budget

proposal to the Town Manager by the second Friday in January.

The budget proposal will be divided in three categories: Operating, Salary, Capital

Outlay.

The proposed budget should contain the following information:

Information about past and current student population trends;

A summary of proposed expenditures by category in accordance with the

Department of Education Chart of Accounts;.

A separate line item for new position requests;

A brief explanation of the major increases/decreases;

A letter of transmittal from the Superintendent

In reaching its decision on the budget amount that it will submit to the Selectmen Select Board, of Selectman the Tewksbury School Committee will also observe the statutory requirement of holding a public hearing on the proposed budget not less than seven days after the notice for this hearing has been published in a local newspaper.

The Annual Town Meeting is held on the first Monday in May.

The calendar year for budget preparation is determined by calculating backwards from the date of the annual Town Meeting as follows:

The Select Board of Selectman will post the Town Warrant seven (7) days prior to Town Meeting. The Select Board of Selectman will hold a public hearing on the Warrant. The public hearing is subject to the requirements of the open meeting law.

The Finance Committee, prior to Town Meeting, will hold a public hearing on the Warrant. The public hearing is subject to the requirements of the open meeting law.

Established by law and charter

Adoption date: January 1996

Reviewed and Adopted August 21, 2013

Revised:

LEGAL REFS.: M.G.L. 71:38N

SOURCE: MASC 2021

#### File: DBJ - BUDGET TRANSFER AUTHORITY

In keeping with the need for periodic reconciliation of the School Department's budget, the Tewksbury School Committee will consider requests for transfers of funds between cost centers as they are recommended by the Superintendent.

The Committee wishes to be kept abreast of the need for these adjustments so that it may act promptly and expedite financial record keeping for the school district.

All requests for transfers between the major accounts (Department of Elementary and Secondary Education Chart of Accounts defines these as the 4 digit accounts ending in 00) between cost centers as approved during the annual budget deliberation must be submitted to the School Committee for approval. Transfers between line items within a major account must be reported to the School Committee as part of the Business Manager's quarterly mid and end of year report at the business meetings of the School Committee.

All funds in the general account not expended by the close of the fiscal year will be returned to the Town.

**SOURCE: MASC 2021** 

#### REVISED

Adoption date: January 1996

Reviewed and Adopted August 21, 2013

Revised: September 27, 2017

Legal Ref: DOR 94-660

Cross Reference: DBG; DI

NOTE: Certain provisions in a policy in this category maybe established by town or city charter. If so, appropriate citations should be added as legal references.

#### File: DEC - FEDERAL FUNDS SUPPLEMENT NOT SUPPLANT POLICY

The Tewksbury Public Schools is committed to utilizing federal grant funds to supplement instructional programs funded by local, state and other sources as required by law and regulation. Federal funds will be used to complement and extend district-funded programs, not to take the place of (supplant) programs previously funded by the district, except as provided by the granting program.

The Superintendent or designee will ensure that federal grant funds are disbursed appropriately and that associated record-keeping and reporting complies with required guidelines and mandates.

SOURCE: MASC - July 2020, 2021

ADOPTED:

LEGAL REF: Elementary and Secondary Education Act, as amended

#### File: JKAA - PHYSICAL RESTRAINT OF STUDENTS

Maintaining an orderly, safe environment conducive to learning is an expectation of all staff members of the Tewksbury Public Schools. Further, students of the district are protected by law from the unreasonable use of physical restraint. Such restraint shall be used only in emergency situations of last resort after other lawful and less intrusive alternatives have failed or been deemed inappropriate, and with extreme caution.

When an emergency situation arises, and physical restraint is the only option deemed appropriate to prevent a student from injuring himself or herself, another student or school community member, a teacher or employee or agent of the school district may use such reasonable force needed to protect students, other persons or themselves from assault or imminent, serious, physical harm.

The definitions of forms of restraint shall be defined in 603 CMR 46.02.

The use of mechanical restraint, medical restraint, and seclusion is prohibited.

Physical restraint, including prone restraint where permitted under 603 CMR 46.03, shall be considered an emergency procedure of last resort and shall be prohibited except when a student's behavior poses a threat of assault, or imminent, serious, physical harm to themselves and/or others and the student is not responsive to verbal directives or other lawful and less intrusive behavior interventions are deemed inappropriate.

The Superintendent will develop procedures identifying Tewksbury Public School's Restraint Prevention and Support Guide will provide greater detail of the procedures which will identify:

- Appropriate responses to student behavior, that may require immediate intervention;
- Methods of preventing student violence, self-injurious behavior, and suicide including crisis planning and de-escalation of potentially dangerous behaviors among groups of students or individuals;
- Descriptions and explanations of alternatives to physical restraint as well as the school's method of physical restraint for use in emergency situations;
- Descriptions of the school's training and procedures to comply with reporting requirements; including, but not limited to making reasonable efforts to orally notify a parent/guardian of the use of restraint within 24 hours of its imposition;
- Procedures for receiving and investigating complaints
- Methods for engaging parents/guardians in discussions about restraint prevention and use of restraint solely as an emergency procedure;
- A statement prohibiting: medication restraint, mechanical restraint, prone restraint unless permitted by 603 CMR 46.03(1)(b), seclusion, and the use of physical restraint in a manner inconsistent with 603 CMR 46.00.

#### Informational Reading – July 20, 2022 Policy Recommended for Revision to TPS Policy

• A process for obtaining Principal approval for a time out exceeding 30 minutes.

Each building Principal will identify staff members to serve as a school-wide resource to assist in ensuring proper administration of physical restraint. These staff members will participate in an in-depth training program in the use of physical restraint.

In addition, each staff member will be trained regarding the school's physical restraint policy and accompanying procedures. The Principal will arrange training to occur in the first month of each school year, or for staff hired after the beginning of the school year, within a month of their employment.

Physical restraint is prohibited as a means of punishment, or as a response to destruction of property, disruption of school order, a student's refusal to comply with a school rule or staff directive, or verbal threats that do not constitute a threat of imminent, serious physical harm to the student or others.

Physical restraint is prohibited when it is medically contraindicated for reasons including, but not limited to, asthma, seizures, a cardiac condition, obesity, bronchitis, communication-related disabilities, or risk of vomiting;

The use of "time out" procedures during which a staff member remains accessible to the student shall not be considered "seclusion restraint".

This policy and its accompanying procedures shall be reviewed and disseminated to staff annually and made available to parents/guardians of enrolled students. The Superintendent shall provide a copy of the Physical Restraint state regulations to each Principal, who shall sign a form acknowledging receipt thereof.

SOURCE: MASC

ADOPTED: September 4, 2001

**REVISED: July 16, 2014** 

REVISED: November 17, 2021

REVISED:

LEGAL REFS.: M.G.L. 71:37G; 603 CMR 46.00

#### File: BEDH - PUBLIC COMMENT AT SCHOOL COMMITTEE MEETINGS

All regular and special meetings of the Tewksbury School Committee shall be open to the public. Executive sessions will be held only as prescribed by the Statutes of the Commonwealth of Massachusetts.

The Tewksbury School Committee desires citizens of the district to attend its meetings so that they may become better acquainted with the operations and the programs of our local public schools. In addition, the Committee would like the opportunity to hear the wishes and ideas of the public. Public comment is not a discussion, debate, or dialogue between individuals and the School Committee. It is an individual's opportunity to express an opinion on issues within the School Committee's authority.

In order that all citizens who wish to be heard before the Committee have a chance and to insure the ability of the Committee to conduct the district's business in an orderly manner, the following rules and procedures are adopted:

- 1. At the start of each regularly scheduled Tewksbury School Committee meeting, individuals or a group designee will sign in for an opportunity to speak during public comment. The length of the public participation segment shall be determined by the Chairperson.
- 2. Speakers will be allowed three (3) minutes to present their material. The presiding Chairperson may permit extension of this time limit. Speakers who require reasonable accommodations on the basis of a speech-related disability or who require language interpretation services may be allotted a total of five (5) minutes to present their material.
- 3. Topics for discussion must be limited to those items listed on the Tewksbury School Committee meeting agenda for that evening.
- 4. Improper conduct and remarks will not be allowed. Defamatory or abusive remarks are always out of order. If a speaker persists in improper conduct or remarks, the Chairperson may terminate that individual's privilege of address.
- 5. All remarks will be addressed through the Chairperson of the meeting.
- 6. Speakers may offer such objective criticisms of the school operations and programs as concern them, but in public session the Committee will not hear personal complaints of school personnel nor against any member of the school community. Under most circumstances, administrative channels are the proper means for disposition of legitimate complaints involving staff members.

July 20, 2022: Policy BEDH - Public Comment at School Committee Meetings First Reading: Recommended for Revision Reviewed by Legal Counsel

7. Written comments longer than three (3) minutes may be presented to the Committee before or after the meeting for the Committee member's review and consideration at an appropriate time.

Adoption date: January 1996

Revised Adoption date: September 14, 2011

Reviewed and Adopted September 11, 2013

Revised September 27, 2017

Revised:

#### File: BJ - SCHOOL COMMITTEE LEGISLATIVE PROGRAM

The Tewksbury School Committee, as an agent of the state, must operate within the bounds of state and federal laws affecting public education. If the committee is to meet its responsibilities to the residents and students of this community, it must work vigorously for the passage of new laws designed to advance the cause of good schools and for the repeal or modification of existing laws that impede this cause.

#### To this end:

- 1. The committee will keep itself informed of pending legislation and actively communicate its concerns and make its position known to elected representatives at both the state and national level.
- 2. The committee will work with its legislative representatives (both state and federal), with the Massachusetts Association of School Committees, and other concerned groups in developing an annual, as well as a long-range, legislative program. One of the major objectives of the committee's legislative program will be to seek full funding for all state and federally mandated programs.
- 3. The committee will annually designate a person--who may or may not be a member of the committee--to serve as its legislative representative. This person will be authorized to speak on the committee's behalf with respect to legislation being considered by the Massachusetts Legislature or the United States Congress or their respective committees. In all dealings with individual elected representatives, the Legislature or Congress, the committee's representative will be bound by the official positions taken by the Tewksbury School Committee.

Adoption date: January 1996

Reviewed and Adopted September 11, 2013

#### Revised:

SOURCE: MASC Policy

#### File: EFD - MEAL CHARGE POLICY

The School Committee is committed to providing students with healthy, nutritious meals each day so they can focus on school work, while also maintaining the financial integrity of meal programs and minimizing any impact on students with meal charges. However, unpaid meal charges place a large financial burden on the school district, as food services is a self-supporting entity within the district. The purpose of this policy is to ensure compliance with federal reporting requirements of the USDA Child Nutrition Program, as well as provide oversight and accountability for the collection of outstanding student meal balances.

The provisions of this policy pertain to regular priced school meals only. The School Committee will provide a regular meal to students who forget or lose their lunch money.

#### Meal Charges and Balances

Students will pay for meals at the regular rate approved by the Tewksbury School Committee and for their meal status (regular, reduced-price, or free) each day. Payment options will be delineated in student handbooks and provided to parents/guardians of incoming students. After the balance reaches zero and enters the negative, students will not be allowed to purchase a la carte items including but not limited to a second entrée, snack, ice cream, or an additional beverage. The student will still be allowed to take a meal, and that meal will continue to be charged to the account at the standard lunch rate based on their meal status. The parent/guardian is responsible for any meal charges incurred. If there is a financial hardship, a parent/guardian should contact the Tewksbury Food Services directly to discuss payment options such as an individualized repayment plan.

#### **Payments**

Parents/Guardians are responsible for all meal payments to the Tewksbury Food Service Program. Notices of low or deficit balances will be sent directly to parents/guardians via email or regular postal mail at regular intervals during the school year. At no time shall any staff member give payment notices to students unless that student is known to be an emancipated minor who is fully responsible for themselves or over the age of 18. If parents/guardians have issues with student purchases they should contact food services for assistance.

The point of sale system is designed to prevent direct identification of a student's meal status. Parents/guardians will receive automated low-balance emails or mailed notices weekly, if applicable. If notices do not result in payment, parents/guardians will receive a phone call from the Tewksbury Food Services. If the phone call does not result in payment the Food Service Manager shall turn the account over to the Business Office. A record of action shall be kept by Food Service to ensure documentation of the process.

Parents/Guardians may pay for meals in advance. Further details are available on the Tewksbury Public Schools' webpage and in student handbooks. Funds should be maintained in accounts to

July 20, 2022: Policy EFD - Meal Charge Policy First Reading: Recommended for Revision Reviewed by Legal Counsel

minimize the possibility that a child may be without meal money on any given day. Any remaining funds for a particular student, whether positive or negative, will be carried over to the next school year.

All school cafeterias possess computerized point of sale/cash register systems that maintain records of all monies deposited and spent for each student and those records are available to parents/guardians by setting up an online account (see student handbooks for more details) or by speaking with the school's Food Service Manager.

#### Refunds

Refunds for withdrawn and/or graduating students require a written request (email, postal, or in person) for a refund of any money remaining in their account to be submitted. Graduating students also have the option to transfer funds to a sibling's account or to donate to a student in need with a written request.

#### **Delinquent Accounts/Collections**

Failure to maintain up to date accounts may result in a delay of a student's extra-curricular school services, especially those that are fee based. Graduating seniors may lose the ability to participate in certain graduation related activities.

The Superintendent shall ensure that there are appropriate and effective collection procedures and internal controls within the Tewksbury Public Schools' Business Office that meet the requirements of law.

If a student is without meal money on a consistent basis, the administration may investigate the situation more closely and take further action as needed. If financial hardship exists, parents/guardians and families are encouraged to apply for free or reduced price lunches for their child. Each school handbook shall contain detailed instructions for family assistance.

#### **Policy Communications**

This policy shall be communicated to all staff and families at the beginning of each school year and to families transferring to the district during the year.

ADOPTED: January 25, 2012

Revised and Adopted: September 25, 2013

Revised: December 9, 2015 Revised: August 15, 2018

Revised:

LEGAL REFS: MGL 71:72; USDA School Meal Program Guidelines May 2017

CROSS REFS: JQ, Student Fees, Fines & Charges

#### File: BEDH-E - GUIDELINES FOR PUBLIC COMMENT

A School Committee Meeting is a meeting of a government body at which members of the body deliberate over public business. We welcome the attendance of members of the school district community to view your School Committee as it conducts its regular business meeting.

Massachusetts General Laws Chapter 30A Section 20(f) governs public participation at open meetings covering all public bodies.

#### Chapter 30A:20[Notice, Remote Participation, Public Participation, Certification]

(f) No person shall address a meeting of a public body without permission of the chair, and all persons shall, at the request of the chair, be silent. No person shall disrupt the proceedings of a meeting of a public body. If, after clear warning from the chair, a person continues to disrupt the proceedings, the chair may order the person to withdraw from the meeting and if the person does not withdraw, the chair may authorize a constable or other officer to remove the person from the meeting.

The School Committee believes that the school district community should have an opportunity to comment to the Committee on issues that affect the school district and are within the scope of the Committee's responsibilities. Therefore the Committee has set aside a period of time at each School Committee meeting to hear from the public. In addition, if the Committee believes that an issue requires a dialogue with the school district community, the Committee may schedule a separate public hearing on that issue.

Any citizen who wishes to make a presentation to the School Committee on an item which is of interest to him/her and within the scope of the Committee's responsibilities may request to be placed on the agenda for a particular meeting. Such request should be in writing and should be received by the Superintendent of Schools at least one week prior to the date of the meeting. Such request should contain background statements which would explain the scope and intent of the agenda item. The Chair of the Committee works with the Superintendent to formulate the meeting agendas. Together they will determine whether or not to place an item on the agenda and if the item is to be taken up they will also determine when to place an item on the agenda and all parameters to be required of the presenter.

Here are the general rules for the Committee's public comment period:

- 1. Public Comment shall be for a period of 20 minutes and shall generally follow the opening of the meeting. The Committee reserves the right to rearrange its agenda to accommodate scheduled presenters.
- 2. Any citizen wishing to speak before the Committee shall identify themselves by name and address and shall speak for no longer than 3 minutes. No citizen may speak more than once without permission of the Chair. All citizens shall speak to the full Committee through the Chair and shall not address individual members or administrators.

- 3. Individuals may address topics on the agenda, items specified for public comment, or items within the scope of responsibility of the School Committee. The Chair shall rule out of order any individual who fails to honor the guidelines or who addresses a matter inappropriate for public comment.
- 4. Any Committee member may direct questions to the speaker through the Chair in order to clarify comments of the speaker.

**SOURCE: MASC** 

Adopted: September 11, 2013

#### File: EFC - FREE AND REDUCED PRICE FOOD SERVICES

The school system will take part in the National School Lunch Program and other food programs that may become available to assure that all children in the schools receive proper nourishment.

In accordance with guidelines for participation in these programs, and in accordance with the wishes of the Committee, no child who a teacher believes is improperly nourished will be denied a free lunch or other food simply because proper application has not been received from his/her parent/guardian.

As required by state and federal regulations, the Tewksbury School Committee approves this policy statement pertaining to eligibility for free milk, free meals, and reduced price meals.

Adoption date: January 1996

needed.

Reviewed and Adopted September 25, 2013

Revised: December 6, 2017

Reviewed and Adopted: June 8, 2022

LEGAL REFS.: National School Lunch Act, as amended (42 USC 1751-1760)

Child Nutrition Act of 1966

P.L. 89-642, 80 Stat. 885, as amended M.G.L. 15:1C; 15:1L; 69:1C; 71:72

# Old Business

## New Business



## **MEMORANDUM**

To: Tewksbury School Committee

From: Brenda Theriault-Regan, Superintendent

**Date:** July 14, 2022

Re: Out-of-State FieldTrip: 2023 Wynn Middle School 8th Grade Washington, D.C. Trip

This Requires a Vote of the School Committee.

## Wynn Middle School Out-of-State Field Trip:

Request for the 8th grade students at the Wynn Middle School to go to Washington, D.C., May 3, 2023 through May 6, 2023. Students would be returning on Saturday, May 6th. This requires a vote of the School Committee.

Dear Mrs. Theriault-Regan and members of the School Committee,

The Wynn Middle School is looking for approval for our 2023 8<sup>th</sup> grade trip to Washington, D.C. with the tour company *Tour DC with Us*. It was great seeing our 8th grade students getting back to travel this past May. While there were some hurdles, we were able to overcome them and were able to have a successful trip.

The date we would prefer for the 2023 tour is May 3 -6. Students would be leaving early in the morning of Wednesday May 3, and we would return on Saturday May 6. There would be no overnight busing on this trip and coming back on a Saturday allows for a day of recovery for both staff and students.

After a successful tour, we would like to continue to work with the travel company *Tour DC with Us*. They offered an excellent tour that was well received by both the adults that helped chaperone the tour as well as the students that traveled. Their personal approach made us feel welcome right from the start. They were easy to work with and professional as well. It was a breath of fresh air to avoid the big corporate travel companies.

Once again we have included the price of trip insurance as part of their tour cost. I feel that under present circumstances, having the CFAR (Cancel For Any Reason) as part of the tour cost just makes sense. It was very beneficial to have in place for this past tour as we did have some families that had to take advantage of it prior to travel. I have attached a document outlining their cancellation policy, which has been amended to take into consideration extreme circumstances like we had this past year. I have also included some FAQ so you can see how they are handling the COVID-19 situation this year while running tours. We would also be looking for another fundraiser to help lower costs as well. Our pie fundraiser in the past years has been a tremendous success and has really helped those students that actively participated in it.

I have attached a tentative itinerary from *Tour DC with Us* so you can see all of the wonderful sights our students can experience. The time spent out of the class is well worth it. Thanks in advance for your consideration.

Sincerely, Michael Gillespie Wynn Middle School

## WHAT WE OFFER

#### TRAVEL INSURANCE!

included on all of our tours. CFAR insurance. (Cancel for any reason)

#### Itineraries Made By Guides!

Our itineraries are made by local guides. Your Rep is a Local Guide! Why would you have someone in Texas organize your tour in Washington D.C?

#### 24/7 Tour Directors

Licensed Tour Guide with you 24/7. From your arrival to your departure.

#### **Easy Payment Plans**

Pay the way you want! Easy payment options. Pay how and when you decide.

#### No Overwhelmed Itineraries

We want Quality over Quantity. Our tours allow you to get a good night sleep! Departures in the morning never before 8:30AM

#### **Nearby Hotels**

We solely use nearby hotels and book all private appointments ensuring the most quality time.

#### **East Coast Pros**

Our USA tours focus exclusively on the East Coast

### **Itinerary:**

#### **DAY ONE:**

Depart School at TBD Lunch during the ride down Welcome to Washington, DC! Guided Sightseeing of Washington, D.C. Dinner/ Family style Guided Night Sightseeing Monuments and Memorials Hotel in Washington, D.C. area: **Overnight Security** 

#### **DAY TWO:**

Breakfast at Your Hotel Museum activity United States Holocaust Memorial Museum Permanent Exhibition Lunch: \$15 cash Allotment Dinner/ Family style Ghost Tour in Alexandria **Overnight Security** 

#### **DAY THREE:**

Breakfast at Your Hotel

Mount Vernon Estate and Gardens

Note: Wreath laying at George Washington's grave site available.

Lunch: \$15 cash Allotment **Arlington National Cemetery** Wreath Laying Appointment at Arlington National Cemetery \*\*

Photo Stop at United States Marine Corps War Memorial

Dinner Cruise on the Potomac: Spirit Cruises

**Overnight Security** 

#### DAY FOUR:

Breakfast at Your Hotel U.S. Capitol Building and Visitor Center Photo stop at the Library of Congress and U.S. Supreme Court Group Photo DC

Lunch: \$15 cash Allotment

Depart for Home!

Dinner: \$20 cash Allotment

# In the event of an unexpected cancellation by the school due to extreme circumstances, here is what would happen for families.

Overall cost of the tour is \$1085 (which includes the CFAR insurance).

The Insurance company would refund 75% of any monies paid as of the date of cancellation MINUS the insurance premium. Families would need to file an insurance claim, have the claim confirmed by the tour company and then they would pay families directly.

Tour DC with Us would pay the remaining 25% to families as a disbursement to the school who would then in turn refund that money to families.

BREAKDOWN OF EXPECTED COST AS OF JUNE 4: Cost of entire trip (THIS INCLUDES INSURANCE): \$1085

Cost of CFAR Insurance: \$50

Dollar amount refunded by insurance to each student if balance is paid in full: 75% of money MINUS insurance cost 75% of 1035 = \$776.25

Dollar amount refunded by tour company: 25% of remaining balance 25% of 1035 = \$258.75

FAMILIES WILL NOT BE REFUNDED THE COST OF THE INSURANCE PREMIUM

Here is the link to their website

## The link below gives some information about the company <a href="https://youtu.be/RZNGThUoQNI">https://youtu.be/RZNGThUoQNI</a>

## Information on how they are handling tours during COVID COVID-19 AND YOUR TOURS

## Safety while on Tours:

While group leaders, parents, and travel partners continue to navigate the uncertainty regarding COVID-19 and its disruption to education and travel, we at TourDCwithUS have been working hard to develop new protocols around health and safety on our student tours.

Whenever you're ready to plan your next custom-tailored student travel experience, we'll be standing by to guide your every step.

#### Our new approach includes:

- Providing personal protective equipment (PPE) for all participants.
- Updated guidelines for motor coach, hotel, and restaurant safety.
- · Revising itineraries to adhere to new requirements at each destination.

## **New Health and Safety Guidelines**

## At The Airport:

- Each airport, and airline, will have its own rules regarding your flight travel, and we recommend you check the website of your airport and carrier now, and at least 72 hours before departing. Temperature checks and face coverings will very likely be a requirement at the airport and on the plane.
- Some destinations may require health forms or additional testing/screening prior to arrival, including requirements based on your home state or city. We will make every effort to communicate these requirements in advance.
- TourDCwithUS will provide disposable face masks for participants traveling in Fall 2020.
- Many airport restaurants may not be open, and in-flight food service will not be available, so we recommend packing a meal and snacks for your journey if you are traveling by air.
- TSA will allow you to bring hand sanitizer in a container up to 12 ounces in your carry-on.

## Your Tour Director:

Your group will be met by a dedicated Tour Director who has been specially trained in specific protocols to help keep the group safe.

 Your Tour Director(s) will provide a safety briefing specific to your group to help set expectations for your travel experience.

### On the Motor Coach:

- We will work with each group and each motor coach company to establish specific loading and unloading procedures to minimize unnecessary touching and passing. Masks will be required while seated in the bus.
- The motor coach will be cleaned frequently.
- Other changes you might see include plexiglass or empty rows around the motor coach drivers and drivers may be wearing masks.
- Hand sanitizer will also be available on the motor coach.

## At the Hotel:

- Our check-in process will be modified to limit interaction with other guests at the hotel. This
  may mean private entrances, fewer people in the lobby, and fewer people in the elevator.
- We've worked with our hotel partners to ensure the highest standards in cleanliness in the hotels prior to your arrival, which will include disinfection of surfaces inside rooms and extra cleaning on high contact areas such as light switches, doorknobs, and TV remotes. Once the room has been expertly cleaned, hotel staff will not enter unless specifically requested.
- Hotel guests should expect limited food and beverage options inside the hotel and limited or no property amenities (e.g. pools, gyms, etc.).
- TourDCwithUS will offer upgrades related to room occupancy. We will also work with families traveling together to encourage rooms based on family units, and limit roommate switching on programs that travel between cities.

## New Itineraries:

- Our team is working closely with our contacts at museums, landmarks, and other sites we
  visit. Together, we will define specific (and evolving) protocols for groups to make sure the
  experience is both safe and fun.
- Based on what we learn, we may make changes to your itinerary to ensure we have plenty
  of time to accommodate the new way of doing things. We will also make sure to focus your
  time on places where you have the most freedom to explore.
- We will take plenty of breaks for washing hands.
- Many of the sites we visit will require face coverings and have new rules for security and group management. You should be prepared to follow the instructions of your Tour Director and staff at all locations you visit. We recommend you bring a clear purse or backpack or a gallon-sized ziploc bag, as some sites will not allow traditional bags.

### Meals:

- We will use our local knowledge and strong relationships to select restaurants following strict hygiene practices to keep participants safe.
- Self-serve buffets will not be used.
- Where possible, we will arrange for private or separate seating.
- Pre-orders may be required in some situations, particularly when we provide box or carry-out meals in order to allow the group to eat outside or in a location where additional social distancing is possible.

TourDCwithUS LLC, a family based company in Washington, DC. is continuously monitoring the coronavirus with the support of our medical and risk management partners. We understand you have questions so we have created some Frequently Asked Questions to better help you stay informed.

#### What will flying be like? (Not applicable to us)

If you are flying to your destination, each airline we work with has slightly different processes and protocols to respond to COVID-19. We recommend you check the website of your airline for the most up-to-date information. Airlines are deep cleaning between flights, some are reducing flight capacity, and some require passengers to wear face coverings while on board. Additionally, food service on the plane is either not available or pre-packaged, and so we recommend packing a meal and snacks, particularly if you are flying around a meal time.

#### What will you be doing to keep students safe on tour?

For programs in process and when our tours and events resume, we are working to refine some of our procedures to prevent the spread of germs and to be ready for any emergencies.

- We have implemented additional training for our staff to encourage best hygiene practices to prevent the virus.
- We've been in touch with motor coach and hotel partners, and they are educating their staff about additional cleaning to prevent the spread of germs. In addition, we have asked them to have extra supplies of hand sanitizer available for our travelers to use during their trip. We are following news closely from cities and other local officials about efforts to improve cleanliness in many of the destinations where we travel.
- We've revised our health and safety protocols, outlining how to immediately engage our resources if corona-virus is suspected.

#### Safe practices for Motor-Coach and Tour Guides:

- Bus company will clean, wipe every seat before meeting the Group
- Bus company will make sure the drivers have not shown any symptoms of COVID-19 and appear in good health for at least two weeks before the tour
- Disinfectant wipes will be on the bus for group to use
- We will provide easy to carry small hand sanitizers to every single student

#### These are safe practices we are implementing on all of our Tours:

- Students will wipe their seats, surrounding areas, including their cellphones every single time we load the bus
- We will avoid mixing with other groups while we are out at Monuments and Memorials
- While on tour students will always stay with their chaperones. This will help minimize student contact with other schools and strangers. It will also help chaperones monitor that best practices are in place
- Please be aware of what you and your students are touching: handrails, trays, exchanging money, souvenirs, etc. Always carry your hand sanitizer and wash your hands constantly

These are a few of the guidelines we are implementing on all of our tours to make sure your students stay safe and healthy. We will still carry on with our normal Itinerary mixing fun and learning and making sure your kids have an unforgettable trip to Washington, D.C.

#### What can I do to stay healthy?

To keep yourself and others safe and healthy:

- Comply with special instructions issued by local officials.
- Adhere to known, effective best practices to minimize your chance of catching respiratory infections;
  - O Do not touch any part of your face without first washing your hands.
  - Avoid contact with persons who are already ill.
  - Avoid unnecessary touching of other persons (e.g. shaking hands in greeting) and limit touching publicly-shared surfaces where possible.
  - Wash your hands frequently with soap and water for at least 20 seconds.
  - Carry hand sanitizer (60-95% alcohol) and use it for situations where hand washing might not be possible.
  - When you cough or sneeze, cover your mouth with a tissue or in your elbow.

Any Questions? Please email us at grouptours@tourdewithus.com

## TERMS AND CONDITIONS

These terms and conditions apply to any Traveling School, DC trip, Group, organized and operated by TourDCwithUS.

This document serves as the contract for the supply of this trip between Traveling School and TourDCwithUS.

Your contract incorporates these terms and conditions, and by making a booking with us you confirm your acceptance of these terms and conditions to the exclusion of any other terms and conditions which you may seek to apply to the contract.

In these terms and conditions:

"We" or "us" or "our" means TourDCwithUS.

"You" means the person making the booking and includes all persons included on the particular booking who will be required to acknowledge receipt and acceptance of these terms and conditions.

"Participant" includes you or any other person taking part in the trip.

#### A. BOOKING AND PAYMENT

#### A.1 YOUR RESERVATION

- A.1.1 When you make a booking, we will provisionally reserve your trip on the basis of these terms and conditions. A binding contract between us will come into existence only when we have received your deposit (or if applicable full payment) and send our Confirmation Invoice to you. Prior to doing so, we may send you an acknowledgement of receipt of the deposit. Any such acknowledgement simply indicates that we are dealing with the booking and is not a confirmation of it.
- A.1.2 Please check the Confirmation Invoice together with all other documents we send you as soon as you receive them. Contact us immediately if any information which appears on the Confirmation Invoice or elsewhere appears to be incorrect or incomplete, as it may not be possible to make changes later. We regret we cannot accept any responsibility if we are not notified of any inaccuracies in any document within ten days of our sending it out. While we will do our best to correct any inaccuracies notified outside these time limits, you will be responsible for any costs and expenses involved in doing so except where we made the mistake and there is good reason why you did not contact us within the above time limits.

#### A.2 OUR PRICE POLICY, PAYMENT TERMS AND SURCHARGES

- A.2.1 We reserve the right to alter prices shown in any of our brochures or on our website or in any literature that we send to you, and we will inform you of any price changes prior to the issue of our Confirmation Invoice. Once our Confirmation Invoice has been issued then, except in the case of manifest error, any price changes may only be made in accordance with the remaining provisions of these terms and conditions.
- A.2.2 Deposits are \$250 times the estimated number of participants. Deposits are payable at the time of booking. The balance of the total price must be paid at least 30 days prior to the trip commencing. In this case, the deposit is \$250/passenger, with the rest to be collected in June and October as parents make payments to Traveling School. If you add any passengers, you accept that a price change may be involved. You will not be confirmed on the trip until we receive the relevant deposit and if the balance is not paid by the due date then we shall have the right to cancel your booking and retain any deposit.
- A.2.3 Payment of deposits and final payments can (unless otherwise advised) be made by check made payable to TourDCwithUS. Payments can also be made by direct credit transfer into our bank account (details of which will be provided to you upon request) or by debit or credit card. Please note that for payments made by credit and debit card a charge of 3% or more will be added by us to the amount payable.

#### **B. CHANGES AND CANCELLATION BY US**

#### **B.1 IF WE CHANGE YOUR ARRANGEMENTS BEFORE DEPARTURE**

- B.1.1 We hope and expect to be able to provide you with all the services we have confirmed to you. However, given the nature of our trips and their locations, you are expected to be flexible and accommodate the possibility of alternative arrangements having to be made, even at the last minute and without prior notice. Please note that any published outline itineraries are a guide only, do not form a contractual obligation on us and may be subject to change. In the vast majority of cases any changes will be regarded by us as minor changes. However, if we consider them a "Significant Change" we will advise you as soon as reasonably possible. A Significant Change includes, purely by way of example, a significant change of destination arising otherwise than as a result of circumstances beyond our control.
- B.1.2 In the case of a Significant Change before your departure we will provide you with three alternatives:
- B.1.2.1 alternative arrangements of equivalent or of very closely similar standard and price, if available, or
- B.1.2.2 alternative arrangements of a lower standard together with a refund of the difference in price; or
- B.1.2.3 cancel your trip with a full refund of all monies paid minus \$250 per passenger.

In all 3 cases, compensation will be paid as detailed in clause D.1 below unless the change occurs as a result of circumstances beyond our control where clause H.1 will apply.

#### **B.2 IF WE CANCEL YOUR ARRANGEMENTS**

- B.2.1 In the unlikely event we need to cancel arrangements we will tell you as soon as possible. However, we will not cancel your arrangements less than 30 days before the trip commences unless it is for a reason outside our control as provided in clause H.1. If we have to cancel your trip arrangements, we will provide you with three alternatives:
- B.2.1.1 alternative arrangements of equivalent or of very closely similar standard and price, if available, or
- B.2.1.2 alternative arrangements of a lower standard together with a refund of the difference in price; or
- B2.1.3 cancel your trip arrangements with a full refund of all monies paid minus \$250 per passenger.

Any alternative arrangements or cancellation must apply to all persons included in your booking.

In all 3 cases, compensation will be paid as detailed in clause D.1 below unless the change occurs as a result of circumstances beyond our control (in which case clause H.1 will apply) or we cancel as a result of your failure to pay your deposit or the balance or any other sum when due or where clause B.2.2 applies.

#### **B.3 ANNUAL PRICE CHANGES**

B.3.1 We regret that the price of our trips can only be maintained if a sufficient number of people agree to take part and pay all sums due. Assuming that Traveling School travels with TourDCwithUS annually, we will work out a quote and make every effort possible to keep the price the same. If the price must go up, we will give you the option to pay the difference in the cost of the trip if you would like to participate in the same tour on the same dates. If this not possible, you will then have the choice of reworking the itinerary together with the option, if possible, of the same trip departing on a different date.

## C CHANGES AND CANCELLATION BY YOU

## C.1 IF YOU CHANGE YOUR BOOKING

- C.1.1 If you want to change your trip in any way you must inform us in writing or over the phone as soon as possible. We will try to help you, although we cannot guarantee that we will always be able to do this as changes are subject to availability at the time.
- C.1.2 Where we can make a change, we will charge for any additional services, facilities, or other items changed, at the price which applies on the day the change is made. In addition, we may also apply an administration charge for each item you want to change, together with any further costs we incur, for example with our suppliers, in making any change.

## C.2 IF YOU CANCEL YOUR BOOKING

- C.2.1 If you wish to cancel your trip, you must write to us. Unless notice of cancellation is received prior to the issue of our Confirmation Invoice, we will levy a cancellation charge on the scale shown in the table set out in clause D.1. These charges are based on the estimated cost of cancelling your arrangements and the expenses and losses we are likely to suffer.
- C.2.2 If you are unable to take part in the trip, you may be able to transfer your place to someone else suggested by you and acceptable to us subject to the following:
- C.2.2.1 You must write to us with full details of who you would like to go instead. We must receive this information at least 14 days before departure.
- C.2.2.2 If the change can be made, you will have to pay an amendment fee of \$100 together with any extra costs we incur or are asked to pay in order to make the change.
- C.2.2.3 Anyone who takes part in the trip instead of you must agree to these terms and conditions.
- C.2.2.4 Please note that scheduled airlines often do not allow any name changes within a certain period prior to departure and generally not at all after flight tickets have been issued. The list that will be submitted to the airlines will be supplied by Traveling School. As such, Traveling School is responsible for making sure that said list is absolutely correct, and will be given the opportunity to review names when the tickets are issued. Any mistakes must be changed immediately in order to avoid problems on the days of travel. Any costs that may arise to correct names will be paid by Traveling School.

## D CHANGES AND CANCELLATION CHARGES

The airline ticket deposit (\$xx per passenger) and the full ticket price are non-refundable once TourDCwithUS has paid the airline. Once the tickets are issued, they are subject to penalties determined by the airline(s). In most cases, tickets cannot be used for future travel.

\*\*\*This does not apply as we are not booking the airline tickets, but I am including the language in case we do start booking them in the future.\*\*\*

The following sets out the sums normally payable to us or you in the event of Significant Changes or cancellation. These sums are not payable where we have to make a Significant Change or cancel your trip arrangements as a result of:

- (a) matters outside of our control when clause H.1 shall apply or
- (b) where your booking was accepted "subject to availability" or similar and the trip arrangements are not available

More than 90 days 75% of monies paid to TourDCwithUS LLC

More than 60 days but less than 90 days 50% of monies paid to TourDCwithUS LLC

More than 30 days but less than 60 days 25% of monies paid to TourDCwithUS LLC

Less than 30 days No Refunds.

#### E. LIMITATION OF OUR LIABILITY TO YOU

E1 If the contract we have with you is not performed or is improperly performed by us or our suppliers we will pay you compensation. However we will not be liable where any failure in the performance of the contract is due to:

E.1.1 you; or

- E.1.2 a third party unconnected with the provision of the trip arrangements and where the failure is unforeseeable or unavoidable; or
- E.1.3 unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised; or an event which we or our suppliers, even with all due care, could not foresee or forestall.
- E.2 Our liability to you, except in cases involving death, injury or illness, shall be limited to a maximum of two times the cost payable to us by you for your place on the trip.
- E.3 Should you suffer illness, personal injury or death attributable to a third party unconnected with the provision of the services, or as a result of failures due to unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or an event which we or our suppliers, even with all due care, could not foresee or forestall, we will offer you such advice, guidance and assistance as is reasonable in the circumstances.
- E.4 Our liability will also be limited in accordance with any relevant international convention in relation to the provision of travel or accommodation services which are incorporated into and form part of your contract with us and we are to be regarded as having all the benefit of any limitation of compensation contained in such conventions.
- E.5 Unless otherwise expressly indicated by us in writing, excursions or other tours that you may choose to book or pay for while on the trip and which are not included in the price of the trip, are not part of the trip arrangements provided by us. For any such excursion or other tour that you may book, the contract will be with the operator of the excursion or tour and not with us. We are not responsible for the provision of such excursions or tours or for anything that happens during the course of its provision by the operator even if a member of our staff accompanies the relevant tour or excursion.
- E.6 The provisions of clauses E.1 to E.5 inclusive are in addition to any other limitation of liability contained in these Terms and Conditions
- E.7 Nothing in these Terms and Conditions affect any statutory rights that you may have under the relevant jurisdiction applicable pursuant to clause H.6

#### F YOUR RESPONSIBILITIES

#### F.1 SPECIAL REQUESTS

If you have a special request (including dietary requirements), we will do our best to help, but we cannot guarantee it except as set out below. We promise to comply with any special request which we have specifically agreed to and confirmed in writing. General confirmation that a special request has been noted or passed on to the supplier or the inclusion of a special request on your Confirmation Invoice or on the acknowledgement of your booking or any other documentation is not confirmation that the request will be met. Unless and until specifically confirmed in writing all special requests are subject to availability. If any additional cost is applicable, it will either be invoiced to you prior to departure or should be paid for locally.

#### F.2 HEALTH PRECAUTIONS, SAFETY AND ACCOMODATION

- F.2.1 We will provide general advice to you as to what vaccinations and other health precautions are usually required for your destination or activity. It is your responsibility to verify such advice with appropriately qualified medical personnel and that you have received any necessary or advisory vaccinations or medication. We reserve the right to require you to produce evidence of such vaccinations or medication and may cancel, without payment of compensation, your place on the trip if any such vaccinations or medication have not been obtained. It is your responsibility to ensure that you take any necessary medication whether before, during or after the trip. Any health information provided by us is provided in good faith but will only be a general overview of any health hazards and requirements for the trip. Any such advice given by us should not be regarded as a substitute for specific and detailed medical advice for you, and you should raise any particular concerns with your own doctor.
- F.2.2 Some of our trips involve strenuous activity in remote regions, and it is your responsibility to ensure that you have the necessary level of fitness and health to complete the trip. You may be required to complete a Medical Declaration form and full particulars must be given of any previous or existing conditions that may affect your ability to complete the trip. You may be required to authorize disclosure by us of any such conditions to any medical personnel that we or our suppliers may use in connection with the trip or while on the trip. We reserve the right at any time to require you to produce medical evidence of your ability to complete the trip. We reserve the right to cancel your place on or to leave the trip, even if the trip has already commenced, and without repayment of any sums paid or other compensation, should any information on any Medical Declaration form be incorrect.
- F.2.3 While on the trip you are required to adhere at all times to the advice and instructions given by staff retained by our suppliers to supply any services which form part of the trip.
- F.2.4 If you fall ill or suffer an injury or, in our supplier's opinion, are not able to continue with the trip, we reserve the right, following consultation with you, to require you to either leave the trip entirely or for a period, or to not take part in a particular aspect of the trip. This may involve having a chaperone stay behind or accompany a student who is required to miss part of the tour. No compensation will be given by TourDCwithUS for the adult or student in this situation.
- F.2.5 You should be aware that due to the nature of our trips you will be required to share washing facilities and bedrooms/dormitories.

#### F.4 INSURANCE

- F.4.1 You must be covered by appropriate travel insurance (including medical, air evacuation, rescue and repatriation insurance). Such insurance must be on such terms and for such minimum cover as we may approve, such approval being dependent on the nature of the trip and we will advise you prior to booking of the particular insurance requirements for the trip in question.
- F.4.2 You are responsible for ensuring that all information provided to any insurance company is correct and not misleading and we cannot be responsible for any problems that may arise as a result of any policy of insurance becoming invalid as a result of any error or omission in respect of such information.

F.4.3 Notwithstanding the above it is your responsibility to ensure that the cover provided is suitable and adequate for the trip and your particular needs.

\*If you decide to decline travel insurance, you agree not to hold TourDCwithUS, the Tour Director, or suppliers responsible for any problems or costs that may arise that could have been covered by a travel insurance policy.\*

#### F.5 BEHAVIOR

- F.5.1 While we shall make an effort to provide advice on health, safety, and security matters before and while on the trip, you must accept that you must behave responsibly in relation to your own safety and security and that of others on the trip.
- F.5.2 We are committed to responsible and sustainable tourism. While on tour, you are expected to respect and obey the laws, culture, and customs of the destination, treat others on the trip and locals with respect and courtesy, observe and obey any instructions, directions, advice, rules, and regulations given or imposed by us or those organizing any particular activities.
- F.5.3 You will be personally liable for any damages suffered to property or by us or any third party (including loss of business or reputation)
- F.5.4 In the event of you failing to comply with the terms of this clause F.5, we and our suppliers reserve the right in our absolute discretion to require you to leave the trip if your behavior falls shorts of the standards expected by us and our suppliers. In such circumstances no compensation of any sort (including the return of any monies paid) shall be payable by us and all rights are reserved by us against you. If there are extra costs incurred for changing the airline reservation because a passenger is sent home early, this burden of cost will fall on the passenger or guardian of the passenger.

#### F.6 FLIGHTS OR OTHER TRAVEL ARRANGEMENTS TO AND FROM THE START POINT

Travel arrangements between Traveling School and the airport are not included in the costs payable to us. It is your responsibility to arrange transportation separately with an appropriate supplier. Any contract in respect to travel arrangements to and from the start point of the trip will be between you and the relevant supplier. TourDCwithUS will not be responsible for any losses or additional costs that you may incur as a result of any late changes and/or delays in respect to your arrival at any pick up point and in such circumstances you may be required at your own cost to make your own arrangements to join the trip.

\*\*\*NOTE\*\*\*This policy applies if passengers travel to and from the airport individually. If Traveling School would like group transportation to be provided to and from the Traveling School or other pre-determined location, TourDCwithUS is happy to book transportation.\*\*\*

#### G. IF YOU HAVE A COMPLAINT

If you have cause for complaint while on the trip, you must bring it to the attention of our staff immediately. They will do their best to rectify the situation. If your complaint is not resolved locally, please follow this up within 4 weeks of your return home by email to us at grouptours@tourdcwithus.com giving all relevant information. If you fail to follow this simple procedure we may not be able to deal with your complaint.

#### H. MISCELLANEOUS

### H.1 CHANGES DUE TO CIRCUMSTANCES BEYOND OUR CONTROL

We will not be liable to pay any compensation if we are forced to cancel or in any way change your trip arrangements as a result of unusual or unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even with all due care. These include unavoidable technical problems with transport, war or threat of war, civil strife, industrial disputes, natural disaster, bad weather, epidemic or terrorist activity.

#### H.2 DATA PROTECTION

Information about you, including names, contact details, and any special needs, disabilities, or dietary requirements is collected by us. We may disclose this information to our service providers for the purpose of providing you with your trip arrangements. Only information necessary for this purpose will be disclosed to them. Some information, for example relating to religion or health, may be "sensitive personal data" within the meaning of the Data Protection Act 1998. We need this information to cater for your needs, but it is collected on condition that we have your consent. If you do not agree to our use of such information, we cannot accept you on the trip. From time to time we may contact you by mail or email with information about further trips. If you do not wish to receive such information, you should notify us. You have the right to ask us in writing for a data subject access request form to obtain a copy of the information which we hold about you. You will be charged a fee for this. Any request should be addressed to us at info@vafeltre.com. For further information please refer to our Privacy Policy which is available at www.vafeltre.com.

#### H.3 PUBLICITY AND USE OF IMAGES

We reserve the right to take photographs or films of the trip and to use the same in a responsible way in our promotional literature and on our website. We may also reproduce any comments that we receive from you in such literature and on our website unless you do not consent to such use. If you do not agree to the use of your image for the above purposes then we must be informed prior to the trip commencing.

\*As this is a student trip, please provide permission to add a photo of the group or of individual students (specific names) that we may include on our website and marketing materials. We try, as much as possible, to include photos of actual trip participants versus simple stock photos. In the current digital age, we understand and respect the right to decline. \*

#### H.4 ACCURACY OF INFORMATION

All specific information supplied in any pre-departure Trip Summary or Information Pack or on our website is correct at the time of publication. Any other information contained in any marketing or preliminary information is designed to provide a general overview of the types of trips we undertake and the counties visited and should not be regarded a representation forming part of the contract with you.

#### H.5 JURISDICTION/GOVERNING LAW

Any dispute, claim or other matter of any description (and whether involving personal injury or not) which arises out of or in connection with the trip must be brought in the Courts of The United States of America only. US law (and no other) will apply to your contract.

#### H.6 COMMUNICATIONS

Please note that we generally communicate with our customers by email. By making a booking with us you agree to such electronic communication method being used. Please be aware that the responsibility is on you to ensure that your email details are kept up to date, that your email system is operating correctly (including checking that any spam filters are not preventing receipt), and that you check for emails from us on a regular basis, as we cannot be responsible for any losses or inconvenience suffered as a result of your email system not operating correctly and/or your failure to check email communications regularly.



## **MEMORANDUM**

**To:** Tewksbury School Committee

From: Brenda Theriault-Regan

**Superintendent of Schools** 

**Date:** July 5, 2022

**Re:** Salary Adjustment for Non-Union Personnel

#### This Requires A Roll Call Vote

I am seeking your approval to adjust the base salary for 31 non-union employees of the Tewksbury Public Schools.

The following table identifies the positions, base 2021-2022 salary, and the dollar value of a two and a quarter percent (2.25%) salary adjustment for the 2022-2023 school year. The overall cost of a salary adjustment for this group of 31 employees is \$40,959.00. A 2.25% adjustment is in-line with recently approved labor agreements.

Also included in this document is a summary of hourly positions. These rates would also be adjusted by the 2.25% increase.

This requires a Roll Call Vote of the School Committee.

Salaried Positions	-	Hart Constitution of the C		
Position	_	Y22 Salary	FY23 Salary	
Accounts Payable Specialist	\$	52,532.14	\$	53,714
Adjustment Counselor	\$	52,811.00	\$	53,999
Adjustment Counselor	\$	83,621.00	\$	85,502
Assistant Special Education Administrator	\$	62,730.38	\$	64,142
Athletic Trainer	\$	28,766.06	\$	29,413
BCBA	\$	77,710.00	\$	79,458
BCBA	\$	71,092.00	\$	72,692
BCBA	\$	75,276.45	\$	76,970
Behavior Modification	\$	59,482.98	\$	60,821
Cloud Systems/Mobile Device Specialist	\$	73,551.36	\$	75,206
Community Services Assistant	\$	51,720.75	\$	52,884
Computer Technician	\$	54,017.02	\$	55,232
Computer Technician	\$	46,012.50	\$	47,048
Equipment Manager	\$	8,058.35	\$	8,240
Human Resources Specialist	\$	68,853.02	\$	70,402
Interpreter	\$	68,512.00	\$	70,054
Network Technology Specialist	\$	85,522.41	\$	87,447
Occupational Therapist (Part Time)	\$	51,734.10	\$	52,898
Out of District Spec Ed Coordinator	\$	89,905.43	\$	91,928
Payroll Specialist	\$	50,910.42	\$	52,056
Physical Therapist	\$	47,541.91	\$	48,612
Physical Therapist	\$	74,947.57	\$	76,634
PT Case Manager	\$	42,119.00	\$	43,067
Secretary to the Asst. Superintendent	\$	61,684.87	\$	63,073
Secretary to the Superintendent	\$	65,982.68	\$	67,467
Speech Language Pathologist	\$	68,000.00	\$	69,530
Student Data Speciallist	\$	60,650.36	\$	62,015
Technology Systems Specialist	\$	86,330.60	\$	88,273
TMHS Assessment Assistant	\$	41,157.40	\$	42,083
TMHS Security	\$	29,585.41	\$	30,251
TMHS Security	\$	29,585.41	\$	30,251
Hourly Positions				
<u>Position</u>	1	Y22 Rate	FY	'23 Rate
Food Service Nutritionist	\$	31.15	\$	31.85
Noon Supervisors	\$	14.25	\$	15.00
PT Custodial	\$	21.38	\$	21.86
PT SECRETARY - 1	\$	13.90	\$	15.00
PT SECRETARY - 2	\$	14.31	\$	15.42
PT SECRETARY - 3	\$	14.75	\$	15.86
PT TECH - School Year	\$	36.09	\$	36.90
PT TECH - School Year (NEW)	Ė		\$	30.00
PT/Summer Maintenance	\$	13.80	\$	14.11
School Comm Secy (Trans/HR)	\$	52.61	\$	53.79
Daily Positions		<del></del>		
Position	F	Y22 Rate	FY23 Rate	
Interoffice Mail	\$	50.51	\$	51.65
School Comm Secy (MTG)	\$	280.64	\$	286.96
ISET Aide	\$	90.00	\$	92.03

# AGREEMENT BETWEEN THE TEWKSBURY SCHOOL COMMITTEE AND FOOD SERVICE ASSOCIATION

**JULY 1, 2021 – JUNE 30, 2024** 

## **AGREEMENT**

This Agreement entered into this 8th day of June, 2022, between the School Committee of the Town of Tewksbury, Massachusetts hereinafter referred to as the "Committee" and the Tewksbury Food Service Association, hereinafter referred to as the "Association". Association members shall include all full time and permanent part-time employees.

## ARTICLE I INTENT AND PURPOSE

The general intent and purpose of this Agreement is in the mutual interests of the Town and the Association, to provide for the operation of our buildings under methods which will further to the fullest extent possible the safety, welfare and health of the school children of the Town of Tewksbury under conditions which will insure uniformity of conditions of employment, economy of operation, quality and quantity of performance.

By the consummation of this Agreement, the parties seek to continue and promote harmonious relations and mutual cooperation between the Committee and the Association; to formulate work rules to govern the relationship; to insure the uninterrupted operation of the facilities; to set forth the agreement of the parties with respect to rates of pay, hours of work and conditions of employment under which members represented by the Association perform their duties; to provide for an orderly and equitable adjustment of all grievances as herein defined, all with the goal of improving the educational system of the Town of Tewksbury. In seeking to achieve these goals, the parties acknowledge that the Committee has and must retain complete authority over the policies and administration of the schools, which it exercises under law, except as expressly modified by a specific provision of this Agreement.

# ARTICLE II CONTINUITY OF EMPLOYMENT

SECTION 1. The Association agrees that no association member shall engage in, induce or encourage any strike (whether sympathetic, general or any other kind), walkout, work stoppage, sit-down, slowdown, withholding of services, boycott (whether primary or secondary), demonstration at the Committee's premises, or any other direct or indirect interference, concerted or otherwise, with the Committee's operations. The Committee agrees not to conduct a lockout.

## ARTICLE III WORK SCHEDULE

For fiscal year 2022 (August 2021 through June 2022) all full time association members will work 182 days and have ten (10) paid holidays. This will result in full time employees being paid for 192 days.

Beginning in FY23 (August 2022) all full-time association members will work 184 days and have ten (10) paid holidays. The schedule will consist of: 180 school days, 2 days before school starts, 1 scheduled Professional Development Day, and 1 day after the last day of school. This will result in full time employees being paid for 194 days.

Permanent Part time association members may work 184 days as scheduled and will be paid on an hourly basis.

Full time (5.5 hour) association members shall be entitled to one fifteen (15) minute rest period per day, scheduled by the Manager.

Half days in the district are still considered full days for the Food Services Department and are included in the 184 contract days for all staff association members. A modified early release schedule will be established for the following half days: day before Thanksgiving, the day before February Vacation, the day before April Vacation and the day before Memorial Day weekend, with no loss of pay for members. This schedule will be established by the Managers at each school with approval of the Director of Food and Nutrition Services.

School hours of operation may change based on meal times and will be determined by Director of Food and Nutritional Services.

# DELAYED OPENINGS AND EARLY DISMISSAL

**DELAYED OPENINGS:** Recognizing that meals will still be served on a delayed opening day, and these events may impact bargaining unit members differently, bargaining unit members shall make every effort to cooperate and communicate with co-workers and the Food Services Director. Members should make every effort to report to work at a time which allows for appropriate meal preparation for the day.

**EARLY DISMISSAL:** In the event bargaining unit members are to be dismissed during the day due to weather or emergency conditions, this will be accomplished only on a uniform basis throughout the system by the Director of Food and Nutrition Services or the Business Manager or his/her designee.

## ARTICLE IV ADDITIONAL STIPENDS

The Managers at ALL schools will be paid a differential stipend of \$4000. Head Cooks will be paid a differential stipend of \$2000. Manager's duties will be assigned per the Manager's Job Description and all other duties as assigned by the Food Services Director. All differentials will be divided between 21 paychecks.

## ARTICLE V <u>VACANCIES AND TRANSFERS</u>

SECTION 1. <u>Posting</u>. Whenever a position covered by this Agreement becomes vacant and the Committee decides to fill a vacancy, notice of said vacancy shall be posted in each kitchen area of the cafeteria. Such notice shall remain posted for ten (10) workdays during which interested association members may apply in writing.

## Voluntary Transfers

Employees desiring a transfer will submit a written request to the Director of Food and Nutrition Services stating the assignment preferred and reason(s) for the transfer. Such requests should be made as early as possible and normally between September 1 and June 30 of each year of school to be considered for the next school year. All requests will be acknowledged in writing. Unaccommodated requests must be renewed each year.

These requests for transfer shall be handled on the basis of the needs of the District and the qualifications of the individual involved. Requests for transfers shall be considered before interviewing outside candidates.

While it is recognized that positions must be filled promptly, the administration will make efforts to acquaint the staff with known vacancies so that appropriate requests for transfers may be filled.

## Involuntary transfers:

If an employee needs to be transferred to another school based on the needs of the District or the Food Services Department, every effort will be made to notify the employee(s) as soon as possible. Management's rationale for the transfer may be shared with the employee, unless confidentiality prohibits sharing this information.

In filling vacancies or making transfers, due consideration will be given to voluntary transfer requests and the employees length of service with the system. Any decision to fill a vacancy or to transfer an employee from one building to another will be for the purpose of promoting efficiency within the school cafeteria program. The final decision for filling vacancies or making transfers rests with the Director of Food and Nutrition Services.

All incoming full-time Managers hired must be ServSafe and Allergy Awareness Certified.

## ARTICLE VI EVALUATIONS

The Committee and the Association agree that evaluations will be performed annually on all association members. The managers are responsible for evaluating their own staff and the results are submitted to the Director of Food and Nutrition Services.

# ARTICLE VII HEALTH, SAFETY and SECURITY

The health, safety and security of all students and staff are essential elements in the creation of an atmosphere in which effective instruction and learning can occur.

SECTION 1. To that end all staff will wear identification badges or cards (including temporary cards if permanent cards are misplaced or forgotten) issued by the Committee when on school grounds or in school buildings. The administration shall maintain an ample supply of replacement badges. Any Food Service Employee who misplaces or forgets the badge may obtain a replacement badge in the office. Employees who consistently fail to wear or display a badge will be referred to the Superintendent for review and corrective action if necessary.

# ARTICLE VIII CLOTHING ALLOWANCE

A one-time clothing allowance of \$300.00 will be given to all association members. The Director of Food and Nutrition Services will provide shirts to all association members. The clothing allowance is intended for the purposes of purchasing required pants and shoes. The clothing allowance will be paid as a yearly stipend the first pay period of September or the first period of employment for mid-year hires.

## ARTICLE IX HOLIDAYS

SECTION 1. The following days shall be considered to be paid holidays, provided they fall within the regularly scheduled workweek:

New Year's Day
Martin Luther King, Jr. Day
Good Friday
Memorial Day
Juneteenth
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
\*Christmas Day

\*This is a firm Holiday and is not subject to the exception noted above.

SECTION 2. Should Veterans' Day fall on a Saturday, the Holiday shall be celebrated on the preceding Friday. Should Veterans' Day fall on a Sunday, the Holiday shall be celebrated on the following Monday. Should the Friday or Monday be a school day, the employee shall get a compensatory day. A request for a compensatory day should be submitted, in writing, one (1) week in advance and is subject to management approval. If the Compensation Day is not used in the year it is earned, an additional day's pay will be included in the employees' last paycheck in June. Absence for high religious holidays may be granted upon approval from the Office of the Superintendent of Schools.

# ARTICLE X LONGEVITY

A longevity increment, in accordance with the following schedule, will be granted to each full-time association member completing ten (10), fifteen (15) and twenty (20) years in the Tewksbury Public Schools. The Longevity increment will be granted annually to each full-time association member and added to his or her base salary.

Years 11-15 \$1,000.00 Years 16-20 \$1,100.00 Years 21-25 \$1,250.00 Years 25+ \$1,500.00

## ARTICLE XI BEREAVEMENT LEAVE

In the event of a death in the immediate family (spouse, father, mother, sister, child, brother, grandparents, or grandparents of spouse, father-in-law, mother-in-law) the association member will be granted leave with pay in the amount of four (4) work days and such leave shall not be charged to sick leave or vacation leave.

Two (2) days leave shall be allowed in the event of the death of other close relatives (aunt, uncle, niece, nephew, sister-in-law, and brother-in-law) or any other close relative as approved by the Superintendent.

# ARTICLE XII PERSONAL LEAVE

Association members may be granted up to two (2) days personal leave without loss of pay for personal matters upon approval of the Director of Food and Nutritional Services or the Business Manager. Request of paid Personal Day form must be completed and submitted to the main office 48 hours in advance, except in emergency situations. A minimum of one (1) paid personal leave day should be taken before May 1st, with the 2nd personal day being used on or before June 15.

At no time shall there be more than 1 personal day request granted per building and no more than 2 personal day requests granted per District prior to May 1st.

At no time shall there be more than 1 personal day request granted per building and no more than 1 personal day request granted per District from May 2nd to June 15th.

## ARTICLE XIII SICK LEAVE

SECTION 1. Each full-time association member shall be credited with 1.1 days per month or eleven (11) annually, allowed for each month in the contract period of any single school year for illness of the worker, spouse, or children. Sick leave shall be allowed to accumulate from year to year with no maximum limit.

If you are not able to work due to sickness, all association members must call their manager as soon as possible so that calls can be made to substitute for coverage. All sick time should be emailed to the Director of Food and Nutritional Services as well as the Payroll Coordinator in order to keep accurate records. Payroll Record Forms will be collected bi-weekly in the main office. A doctor's certificate shall be required for absence of three (3) or more consecutive days.

# SECTION 2. Sick leave shall accrue as follows:

- a. The total annual allowance at the beginning of the annual contract year.
- b. Personnel beginning after contract year has started shall start with the number of sick days equal to one and one-tenth for each month remaining in the contract year.
- c. Persons leaving prior to close of contract year shall have earned one and one-tenth sick days leave for each month worked. Deductions in salary shall be made for each sick day used in excess of the number earned.

SECTION 3. Any full-time employee, hired prior to July 1, 2015, that is covered by this agreement, who has served the Tewksbury Public Schools with a minimum of fifteen (15) years of continuous service and who is at least fifty-five (55) years of age at the time of retirement shall be allowed thirty percent (30%) of unused accumulated sick leave to be paid at the time of retirement at the employees' basic rate of pay.

SECTION 4. During any period of injury or absence under the provisions of the Article which includes a period of sixty (60) days, any employee covered by this agreement shall not accrue any further sick leave and/or holiday pay benefits until the employee returns to work and has worked his/her work schedule through the last day of the month in which he/she returned to work.

# ARTICLE XIV PROFESSIONAL DEVELOPMENT

New and current Managers must receive at least twelve (12) hours of professional development, annually. New and current Frontline Staff must receive at least eight (8) hours of professional development, annually.

Professional development requirement must be completed and submitted to the main office by May 1<sup>st</sup>. It is the responsibility of all staff to maintain an updated training record.

Training is provided during scheduled professional development days within the school year. Training is allowed in a variety of formats and from different sources, including but not limited to, State Agency, National Food Service Management Institute, SNA, in-house, etc.

# ARTICLE XV RETIREMENT COMPENSATION

In order to reward long service to the children of Tewksbury through its Public Schools, the Tewksbury School Committee has instituted this plan for Retirement Compensation.

SECTION 1. Yearly retirement compensation shall be paid for each of the last two years before retirement.

SECTION 2. To be eligible for this increase, a bargaining unit member covered by this Agreement shall have served in the Tewksbury Public Schools for a minimum of twenty (20) years and shall be at least fifty-five (55) years of age at the time of retirement. \*For an employee retiring at seventy (70) years of age, the minimum number of years of service shall be fifteen (15) and the employees will receive a 5 years of service credit to place them appropriately on the years of service allowance table below.

SECTION 3. The basic yearly retirement compensation shall be as follows:

Years of Service	ALL full time Employees
20	\$450
21	\$460
22	\$470
25	\$500
30	\$550
35	\$600
40	\$650

SECTION 4. An employee planning to participate in this program shall notify the Superintendent of Schools in writing not less than three (3) years prior to the date of retiring in order that funds for the retirement compensation may be included in the Appropriation Request. The first day of the month of the first year the compensation is to be paid, the employee shall sign an "Intention to Retire" which shall set forth the anticipated date of retirement and which shall contain a predated resignation effective at the close of the second year. An employee who has received the allowance shall not be permitted to continue service in Tewksbury beyond the date specified unless mutually agreed upon, in which event no further retirement compensation shall be paid.

SECTION 5. An employee who would otherwise be eligible for retirement compensation but who is unable to give the timely notice required above to the Superintendent of Schools due to circumstances of hardship, such as forced retirement for health reasons, may petition the School Committee for such retirement compensation.

## ARTICLE XVI CORI CHECKS

SECTION 1. In compliance with the provisions of Chapter 385 of the Acts of 2002, the Superintendent of Schools, a Central Office Employee or a Central Office Administrator shall request and review CORI checks. Such checks shall take place not more than once every three (3) years unless allegations of employee misconduct made by law enforcement agencies or courts warrant additional CORI checks. Additionally, the Superintendent may determine to conduct CORI checks on one-third (1/3) of the staff each year or some other portion of the staff as is convenient.

SECTION 2. Employees shall be made aware that CORI reports concerning them are being requested and when such request is actually made. Employees shall be made aware that, upon request, they shall be provided with a copy of the CORI report received by the Superintendent.

SECTION 3. All CORI checks shall be kept in a separate, secure file maintained in the office of the Superintendent. Upon retirement or termination of his/her employment an employee may request in writing that he/she be given his/her reports. Such reports shall be provided to the employee within ten (10) days of the request.

SECTION 4. After review of a CORI report, the Superintendent, if he/she deems it necessary, may meet with the employee who may at such meeting be represented by the Association. Any and all personnel actions resulting from information acquired from a CORI report shall be conducted pursuant to the provisions of the Collective Bargaining Agreement and the General Laws of the Commonwealth of Massachusetts.

SECTION 5. In compliance with the provisions of Chapter 77 of the Acts of 2013, "An Act Relative to Background Checks", all school employees that work directly with students, are required to comply with a fingerprint-based state and national criminal record check. Unlike state CORI checks that have no associated fee, individuals will pay a fee to comply with this requirement of \$35.00 for non-licensed employees and \$55.00 for DESE Licensed Professionals (including those with pending applications/licenses). Following is the link to register. http://www.indentogo.com/FP/Massachusetts.aspx

## ARTICLE XVII DURATION

SECTION 1. Effective Date. The signing of this Agreement by the authorized representatives of the Association and the Employer shall constitute the effective date of this Agreement. The salary schedule attached hereto as Appendix A shall become fully effective July 1, 2021.

SECTION 2. This Agreement shall become effective as of the date of execution hereof and shall continue in full force and effect until June 30, 2024.

# ARTICLE XVIII LIMITATION OF LIABILITY

In the event that any part of provisions of the Policy, or any arbitration award or decision made hereunder, is in conflict with any applicable law, ordinance, or by-law, such law, ordinance or by-law prevails so long as such conflict remains.

TEWKSBURY SCHOOL COMMITTEE	TEWKSBURY CAFETERIA ASSOCIATION
Bridget Garabedin	By:
Mrs Al	Laura & Sullevan
Minelay Jurgony	Heather Crowley
To I M O	
Ded a Monty	
pressa I freger	- , ,
Date Date	<u>U/8/22</u> Date

# APPENDIX A

FY22	ALL	STEP	1	2	3	4	5	6	
RETRO	CAF	HOURLY	\$ 19.30	0 \$ 19.79	9 \$ 20.29	\$ 20.8	0 \$ 21.3	2 \$ 21.8	5
		ANNUAL	\$ 20,383	1 \$ 20,898	3 \$ 21,426	\$ 21,96	5 \$ 22,514	4 \$ 23,074	1
	-	HOURS	5.5	5.5	5.5	5.5	5.5	5.5	<b>1</b> 5.5
		DAYS	182	182	182	183	183	183	183
	H	OLIDAYS	10	10	10	10	10	10	10
	ALL	STEP	1	2	3	4	5	6	7
FY23	CAF	HOURLY	\$ 19.73	\$ 20.24	\$ 20.75	\$ 21.27	\$ 21.80	\$ 22.34	
		ANNUAL	\$ 21,056	\$ 21,591	\$ 22,137	\$ 22,693	\$ 23,260	\$ 23,839	\$ 24,41
		OURS	5.5	5.5	5.5	5.5	5.5	5.5	5.5
	i	DAYS	184	184	184	184	184	184	184
	НО	LIDAYS	10	10	10	10	10	10	10
F\/0.4	ALL	STEP	1	2	3	4	5	6	7
FY24	CAF	HOURLY	\$ 20.18	\$ 20.69	\$ 21.21	\$ 21.75	\$ 22.29	\$ 22.84	\$ 23.40
		ANNUAL	\$ 21,530	\$ 22,077	\$ 22,635	\$ 23,204	\$ 23.784	\$ 24 275	\$ 24.064
	HOURS		5.5	5.5	5.5	5.5	5.5	5.5	\$ 24,964
		AYS	184	184	184	184	184	184	5.5
	HOL	IDAYS	10	10	10	10	10	104	184

# APPENDIX A

# Summary of Changes from FY19-FY21 Appendix A & Appendix B:

Elimination of Appendix A (<u>HOURLY SALARY SCHEDULE/GENERAL CAFETERIA EMPLOYEES</u>) from FY19-FY21 contract and shift all Association members on to the Appendix B salary scale (<u>HOURLY SALARY SCHEDULE/FULL-TIME MANAGER-COOKS/SITE MANAGER</u>)

• Employees moving from the General Cafeteria Employee Salary Schedule to the new ALL CAF Worker Salary Schedule shall follow the chart below when determining their FY22 STEP:

FY21 Appendix A (General Caf Employee) Step	MOVES TO	FY22 Appendix A (All Food Service Workers) Step
1-4		1
5-7		3

- All Managers will receive the \$4000 Manager's Stipend, retroactive to the beginning of the 2021-2022 school year.
- Lead workers at the Trahan, Dewing and North Street will now be considered Managers for the purposes of their job title and will be receiving this stipend.
- ALL financial considerations for FY22 will be calculated retroactively for ALL members

NOTE FOR THE PURPOSES OF DISCUSSION: IN RESPONSE TO THE ASSOCIATION'S QUESTION AS TO WHAT THE EXTRA DAY WILL BE USED FOR, THE CHART BELOW SHOWS A TYPICAL YEAR'S SCHEDULE:

DAY	# DAYS	# PD HRS	DAY
BEFORE SCHOOL 1	1	A	
BEFORE SCHOOL 2	1	7	5.5 (1.5 w/ District)
SCHOOL DAYS	180	0	5.5 set up
PD DAYS	1	5.5	
DAY AFTER SCHOOL ENDS	1	0	Beginning 2022-2024
4	184	9.5	3 mg 1022 2024
	CONTRACT		

	REQUIREMENT		
	WORKERS	8	
	MANAGERS	12	
Note: Managers will i	receive additional PD hours th	rough ann	und conform

WITHOUT THE EXTRA PD DAY, EMPLOYEES WOULD BE SHORT OF THE CONTRACTED PD HOURS.



# **MEMORANDUM**

To: Tewksbury School Committee

From: Brenda Theriault-Regan

Superintendent of Schools

**Date:** July 15, 2022

Re: P&S End of Year Financial Report (FY21) Audit

This is for informational purposes only. This does not require a vote.

Please see the following FY21 end-of-year audit report as performed by Powers and Sullivan.

TOWN OF TEWKSBURY, MASSACHUSETTS

REPORT ON APPLYING AGREED-UPON PROCEDURES
OVER COMPLIANCE APPLICABLE TO
MASSACHUSETTS SCHOOL DISTRICTS'
END-OF-YEAR FINANCIAL REPORT

YEAR ENDED JUNE 30, 2021

### TOWN OF TEWKSBURY, MASSACHUSETTS

## REPORT ON APPLYING AGREED-UPON PROCEDURES OVER COMPLIANCE APPLICABLE TO MASSACHUSETTS SCHOOL DISTRICTS' END-OF-YEAR FINANCIAL REPORT

YEAR ENDED JUNE 30, 2021

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INDEPENDENT ACCOUNTANTS' REPORT ON APPLYING AGREED-UPON PROCEDURES OVER COMPLIANCE APPLICABLE TO MASSACHUSETTS SCHOOL DISTRICTS' END-OF-YEAR FINANCIAL REPORT

To the Honorable Select Board and the School Committee Town of Tewksbury, Massachusetts

We have performed the procedures specified in the Massachusetts Department of Elementary and Secondary Education's (DESE) Compliance Supplement applicable to Massachusetts School Districts to the End-of-Year Financial Report prepared by the Town of Tewksbury, Massachusetts (Town) for the year ended June 30, 2021. We performed these procedures solely to assist the Town and the DESE in evaluating the Town's assertion that it has complied with the DESE requirements applicable to the preparation and filing of a Massachusetts School Districts' End-of-Year Financial Report. The School District's management is responsible for preparing the End-of-Year Financial Report. This agreed-upon procedures engagement was performed in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of these procedures is solely the responsibility of the specified users of the report.

Consequently, we make no representation regarding the sufficiency of the procedures specified in the Massachusetts Department of Elementary and Secondary Education's Compliance Supplement applicable to Massachusetts School Districts End-of-Year Financial Report for the purpose for which this report has been requested or for any other purpose.

No instances of noncompliance with agreed-upon procedures were noted.

We were not engaged to and did not perform an examination, the objective of which would be the expression of an opinion on the End-of-Year Financial Report. Accordingly, we do not express such an opinion. Had we performed additional procedures; other matters might have come to our attention that would have been reported to you.

We are required to be independent of the Town and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our agreed-upon procedures engagement.

This report is intended solely for the use of the Town and the DESE and should not be used by those who have not agreed to the procedures and taken responsibility for the sufficiency of the procedures for their purposes. However, this report is a matter of public record and its distribution is not limited.

Poner Alli, Lec

June 1, 2022