

Posted: 08/22/19

At: All Hudson schools, SAU building, district website



**HUDSON SCHOOL DISTRICT**  
**Hudson, New Hampshire**  
**August 26, 2019**  
**Hills Memorial Library – 18 Library Street**

**6:30 pm      Regular Meeting**  
**followed by    Non-public Session**

**AGENDA**

- A.    Call to Order:** Chairman Malcolm Price will call the meeting to order.
- Pledge of Allegiance
- B.    Non-Public Session** 6:30-7:00
1. Data Governance (KH): Non-public Attachment # 1
- C.    Public Input** 7:00-7:10
- D.    Presentation to the Board** 7:10-7:25
1. Dog Therapy as a Tool for Enhancing Social Emotional Well-being and Academics (Regina Beals)
- E.    Old Business**
1. Strategic Plan (LR): Attachment # 2 7:25-7:35
  2. Policy (2<sup>nd</sup> reading): Attachment # 3 7:35-7:55
    - a) EHAB Data Governance and Security (KH)
- F.    Presentation to the Board**
1. Alvirne Renovation Options (LR & Jay Doherty): Attachment #4 7:55-8:40
- G.    Requests of the Board**
- H.    New Business**
1. NH Data Privacy Agreement (DPA) and 8:40-8:50  
Application Inventory (LR): Attachments # 5, 6
  2. Contracted Services Agreement (RB): Attachment # 7 8:50-8:53
  3. Extracurricular Nomination (LR): Attachment # 8 8:53-8:56
  4. Policies (1<sup>st</sup> reading, MW): Attachment # 9 8:56-9:06
    - a) AA School District Legal Status
    - b) ABA Volunteer Involvement

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- c) AC Non-discrimination
- d) ACD Commitment to Religious Neutrality
- e) ACE Procedural Safeguards: Non-discrimination on the Basis of Handicap/Disability
- f) AD Philosophy of the School District
- g) ADB/GBEG Drug-free Workplace & Drug-free Schools
- h) ADC/GBED/JICG Tobacco Products Ban, Use and Possession in and on School Facilities and Grounds
- i) ADD/EBB Safe Schools
- j) AE Accountability

**I. Recommended Action**

- 1. Manifests – Recommended action: Make necessary corrections and sign.
- 2. Minutes – Recommended action: Review and approve.
  - a) 08.05.19 Draft Minutes (LR): Attachment # 10 9:06-9:11

**J. Reports to the Board**

- 1. Superintendent’s Report: Community Engagement Coordinator (CEC) 9:11-9:16
- 2. Assistant Superintendent’s Report: New Teachers and Mentors 9:16-9:21
- 3. Business Administrator’s Report: Transportation 9:21-9:26

**K. Legislative Updates (LR)**

**L. Committee Reports**

- 1. Building Committee (GG) 9:26-9:36

**M. Correspondence**

- 1. Intent to Retire (LR): Attachment # 11 9:36-9:38
- 2. Building Committee Minutes (KB): Attachments # 12, 13 9:38-9:41

**N. Board Member Comments**

**O. Upcoming Meetings**

Meeting	Date	Time	Location	Purpose
School Board	09.09.19	6:30 pm	Hills Memorial Library	Regular Meeting
Policy Committee	TBA	TBA	SAU Building	Regular Meeting
School Board	09.23.19	6:30 pm	Hills Memorial Library	Regular Meeting

**P. Non-Public Session**

- 1. Attendance Request (LR): Non-public Attachment # 14
- 2. Staff Nominations (for information only, LR): Non-public Attachments # 15 thru 23

*RSA 91-A:3 II provides certain conditions under which the School Board MAY enter into non-public session.*

*These conditions are:*

- (a) *The dismissal, promotion or compensation of any public employee or the disciplining of such employee, or the investigation of any charges against him, unless the employee (1) has a right to a meeting and (2) requests that the meeting be open, in which case the request shall be granted.*

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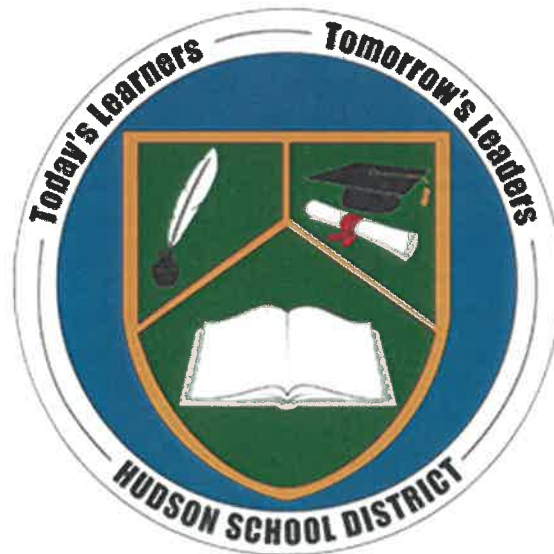
- (b) The hiring of any person as a public employee.*
- (c) Matters which, if discussed in public, would likely affect adversely the reputation of any person, other than a member of the body or agency itself, unless such person requests an open meeting.*
- (d) Consideration of the acquisition, sale or lease of real or personal property which, if discussed in public, would likely benefit a party or parties whose interests are adverse to those of the general community.*
- (e) Consideration or negotiation of pending claims or litigation which has been threatened in writing or filed against the body or agency or any subdivision thereof, or against any member thereof because of his membership in such body or agency, until the claim or litigation has been fully adjudicated or otherwise settled.*
- (f) Consideration of matters relating to the preparation for and the carrying out of emergency functions, including training to carry out such functions, developed by local or state safety officials that are directly intended to thwart a deliberate act that is intended to result in widespread or severe damage to property or widespread injury or loss of life.*

**Q. Adjourn**

**Hudson School District**

# **Strategic Plan 2019-2024**

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# **Hudson School District**

## **Strategic Plan (2020-2025)**

### **The story behind our New Vision and Strategic Plan**

In March 2019, members of the SAU 81 Administrative Leadership Team met to begin to develop a set of questions on how to redesign educational experiences to best prepare our students to meaningfully compete and contribute in the 21st century. These questions centered on the use of that technology, the roles the teacher and the student play in the educational process, and ways to deploy a variety of tools to build a strong learning community that addresses the social and emotional learning of a diverse population. The administrative team agreed that a focus on creating a vibrant learning system supported by an encouraging learning environment built upon a strong, connected school, home and community would help prepare our students with the skills and knowledge to meaningfully compete and contribute in the 21st century.

A Strategic Planning Steering Committee was formed and immediately set out to identify strengths and opportunities within the current school district that complemented the work done by the leadership team. This committee was made up of members of the school district and the Hudson community and brought energy, passion, and multiple perspectives on a variety of issues.

The committee created a plan to get input from the Hudson community at large. A set of Community Listening Sessions were held at the Community Center, Senior Center, and Nottingham West Elementary School to solicit thoughts and ideas on what knowledge, skills, and abilities students should have in the future and how the school district can best serve those students now and in the future. Over 1,000 responses from community members, parents, staff, and students were received on a variety of questions. Work done previously by the school district on creating a "Portrait of a Graduate" was used to help refine some of this work. The committee then used the information gathered from stakeholders to craft a new Mission and Vision Statement for the Hudson School District along with a set of Core Beliefs. This new vision needs a set of goals and actions that will begin to transform the school district in the direction of this vision. This Strategic Plan is the accumulation of the committee's efforts to bring about improvement to education in Hudson.

The Hudson School District thanks to the following individuals for serving on this important committee:

Kevin Walsh, Community Member  
Brian Taylor, Community Member and Parent  
John Stevens, Community Member  
Lindsay Benson, Community Member  
Kim Lawrence, Community Member  
John Beike, Town Representative  
Makella Houdagba, Student Representative  
Diana LaMothe, Hudson School Board Member and Parent  
Gary Gasdia, Hudson School Board Member and Parent  
Dr. Lauren Marsden, Teacher, Alvirne High School  
Amy Blackwell, Interventionist, Hills Garrison School  
Holly Peregoy, Special Education Teacher, Hudson Memorial School  
Sarah Gilliam, Teacher, Alvirne High School  
Keith Bowen, Principal, Hudson Memorial School  
Steven Beals, Principal, Alvirne High School  
Gloria Hussey, Assistant Principal, Nottingham West Elementary School  
Karen Burnell, Business Administrator  
Rachel Borge, Director of Special Services  
Kyle Hancock, Director of Technology  
Joyce Coll, Human Resource Director  
Lawrence Russell, Superintendent  
Mary Wilson, Assistant Superintendent

OUR JOURNEY TO CREATE THE FUTURE OF EDUCATION IN HUDSON

HUDSON

1ST CHOICE FOR EDUCATION OF STUDENTS AND FAMILIES IN NH

STRONG CONNECTION: SCHOOL FAMILY & COMMUNITY

PORTRAIT OF A GRADUATE

STRONG LEARNING ENVIRONMENT  
VIBRANT LEARNING SYSTEM

ACADEMIC PREPARATION - AT BIRTH

SAFE & SECURE SCHOOLS



COMMUNITY LISTENING SESSIONS

- \* SUPPORTIVE LEARNING ENVIRONMENT
- \* TECHNOLOGY INSERTION
- \* HIGH ACADEMIC EXPECTATIONS
- \* RELEVANT AND CHALLENGING CURRICULUM

STRATEGIC PLANNING COMMITTEE

STRENGTHS  
OPPORTUNITIES  
ASPIRATIONS

## Message from the Superintendent

*“If you fail to plan, you are planning to fail.” – Benjamin Franklin*

The students of the Hudson School District deserve an outstanding education as much as any other student in our country. The need to unify our efforts to meet this goal will be satisfied through the development and implementation of this Strategic Plan. As a staple of any successful organization, strategic planning is the planning processes that recognizes the core values, beliefs, deficits and strengths that is developed with a comprehensive group of stakeholders. To that end, the strategic planning processes for Hudson Schools was composed of team members which included parents, community members, a town employee, school board members, teachers, building principals, student, and district administrators. This created a collective vision for the school district, as opposed to just that of school personnel, SAU level administrators, or the single voice of the superintendent.

It is important to note that this plan will be continually updated (every six months from the approval of the plan by the school board) to reflect the changing needs of the students in the district and the data collected that determines if the students are demonstrating growth academically and socially. The framework for this strategic plan is based on the work resulting in *Portrait of a Graduate*, which contains the indicators for students that assure they have experienced a program that focuses on citizenship, curiosity, communication, responsibility and their social/emotional wellness.

It is not within the scope of this strategic plan to address every lesson taught, every effort to eliminate inequity, or any of the myriad of intangibles that encase the experiences of students from Pre-K to 12. While the plan will focus on three major pillars, 1) A Strong Learning Environment, 2) Strong Connections: School, Family and Community, and 3) a Vibrant Learning System, we, as a learning community, will continue to promote a joy for learning, positive problem solving, a healthy lifestyle and the development of the whole child. Having a strategic plan in place helps us to keep focused on our purpose and to be able to expand our horizons.

The Strategic Plan was not developed solely by the school district and cannot be implemented solely by the school district. Please take time to read the plan and know what part you play in the successful implementation of the plan. This can only be realized if all of us commit to making the Hudson School District the first choice of families for the education of students in New Hampshire.

Lawrence W. Russell, Jr.



## Strategic Plan Core Documents

**The Hudson School District Strategic Plan incorporates the following core documents:**

- **The Mission** which is a description of what a school district does and “why” it exists.
- **The Vision** is a statement of what the school district wants to become and gives shape and direction to its future. It should resonate with all members of the community and help them feel proud, excited, and part of something much bigger than themselves.
- **The Core Beliefs** represent the school district’s highest priorities and deeply held driving forces. The core shared beliefs lay the groundwork for the mission.
- **Pillars** are the targeted areas of focus within the Plan that will warrant the commitment of time and resources to enhance the performance of the school district.
- **Goals and Strategies** are the key activities and measures that indicate the strategic priorities over the next several years.

## Mission, Vision and Core Beliefs

### **Our Vision**

Hudson exemplifies excellence in education.  
*“Facilitate and Educate to Elevate”*

### **Our Mission**

Innovative learning practices and empowered educators facilitate and inspire learners to achieve personal academic excellence in a safe and dynamic environment that elevates their engagement as valued active community members.

## **Core Beliefs:**

- The Hudson School Community values and is committed to:

### **Strong and Respectful Relationships**

- Building strong, appropriate relationships
- Respecting individuals
- Building on the strengths within the educational environment.
- Embrace and champion the diversity of our school community to foster success.

### **Curiosity for Learning and Commitment to Excellence**

- Fostering a curiosity for life-long learning that inspires commitment to personal excellence
- Continuously driving improvement to achieve greater depths of academic knowledge.

### **Responsive via Honest and Open Communication**

- Strengthening cohesiveness through honest and open communication
- Honest and ethical with integrity in all practice.
- Increasing collaboration that supports systemic connections.

### **Engaging Environment**

- Creating dynamic educational environments
- Engaging all learners in authentic, relevant learning.

# 2019-2024 STRATEGIC PLAN PILLARS, STRATEGIC GOALS & STRATEGIES

## STRONG LEARNING ENVIRONMENT

**Goal 1:** The Hudson School District (HSD) will provide safe and secure schools that support welcoming learning environments and foster continuous learning for students, staff, and the community.

- Ensure that schools meet or exceed all safety recommendations of Homeland Security.
- Create an ongoing and embedded site budget for school safety recommendations.
- Utilize technology in schools in a safe and secure manner that supports appropriate cyber citizenship.

### Work Plans:

#### 2019-2020

##### Goal 1

- By September 1, 2019, develop ongoing inspection checklist/system of all safety equipment at each building.
- Annually, train all new employees in ALICE protocol.
- By September 30, 2019, follow up with all students and parents who have not signed the acceptable use policy.
- Annually, update district Emergency Operating Plan to ensure that all processes, protocols, and procedures are current with recommendations made through Incident Command System, Homeland Security, NH Department of Education, NH Fire Marshall's Office, District Emergency Management Committee, and each schools' safety team.
- Annually, create and update an ongoing site budget that ensures compliance with safety recommendations made by the Office of Homeland Security, the NH Fire Marshall's Office, the Hudson Fire Department, District Emergency Management Committee, and each schools' safety team, and the Joint-Loss Management Committee.
- Annually, continue to review and support the implementation of the District-wide technology plan with an update to the School Board at the first meeting in April.
- By June 2020, replace all classroom door systems to ensure that all classrooms open into the classroom to comply with recommendations made through the Homeland Security report from the Fall 2017.
- By June 2020, evaluate and review the vape detector systems in place for effectiveness and make recommendations for future use of vape detectors at Hudson Memorial School (HMS).
- By June 2020, review and edit the district's technology curriculum plan to ensure that digital citizenship is embedded across each content area.

## 2020 - 2021

- Annually, review and budget for the district's capital improvement plan for safety.
- By December 2020, review the need for additional surveillance cameras in critical areas.

**Goal 2:** Enhance and sustain an all-inclusive school environment that supports social/emotional wellness, cultural diversity, and individualized needs.

- Embed Social and Emotional Learning (SEL) throughout the curriculum in all grade levels.
- Provide professional development.
- Host relevant event(s) in each school.
- Engage the school community in activities that destigmatize mental illness
- Ensure that each student has a trusted relationship with an adult, in addition to their school counselor.

### Work Plans:

#### 2019-2020

#### Goal 2

- Annually, evaluate and address the needs to continually work towards creating and sustaining an environment that is all-inclusive and embraces emotional wellness, mental health, coping with addiction, cultural diversity, and individual needs.
- Annually, seek out and provide professional development on Social and Emotional Wellness.
- Research available programming that helps to destigmatize mental health issues for children of all ages.
- Annually, seek out and provide professional development that promotes cultural diversity.
- Annually, seek out and conduct Social Emotional Wellness events for the Hudson Community.
- By October 1, 2019, develop a plan for providing community events at each school that welcome and provide the public with food and childcare.
- Continue our partnership with the YMCA of Greater Nashua to support SEL in the classroom.
- By September 30, 2019, review suggested SEL strategies (i.e., self-regulation)
- October 1, 2019 – May 31, 2020, pilot SEL strategies and analyze their effectiveness to determine the best delivery model.
- By June 30, 2020, develop a plan to scale up for all school implementation on SEL strategies on the first day of school 2020-2021.
- By November 1, 2019, develop new parent involvement programming (that highlights student work \*see Goal 1 in Vibrant Learning System) so that the event can take place by June 2020.
- Plan and hold a Family Science Technology Engineering Arts Math (STEAM) event.
- Continue to foster trusted relationships for all students with classroom teachers through the following:

- By the first week of school, teachers will have a specific plan for getting to know students in the classroom.
- By the end of September, all families will have received a personalized positive contact with the school.
- Continue to forge strong home-school connections by:
  - Timely contact with home via email/phone call.
  - Elementary classroom websites to be updated at least each trimester, moving to monthly by June of 2020, including:
    - Current topics of study
    - Learning activities
    - Dates to Remember
  - Middle and high school classrooms will update content on Google Classroom weekly.
  - Middle and high school classroom teachers will update grades on PowerTeacher weekly.
- By September 2019, implement Responsive Classroom practices at HMS and develop a school-wide plan scaling up its implementation at the tier one level.
- By December 2019, review and revise the mission and vision statements of each school to align with the district's mission and vision.
- By June 2020, continue to evaluate and implement a consistent school-wide responsive discipline system.
- By June 2020, create, develop, and implement a parent, teacher, student group that will work together to evaluate, transform, and improve upon the culture of HSD.

### **2020-2021**

- By September 2020, train and support a second cohort of teachers in Responsive Classroom at HMS.
- By September 2020, evaluate and implement the necessary changes to the school-wide Merit System with input from all stakeholders.
- By June 2021, continue to partner with the YMCA of Greater Nashua to maintain and further develop the YMCA Achievement Center at HMS.
- By June 2021, continue to support the Leadership in Prevention Student Group to continue to focus on providing school-wide programming that focuses on the Social and Emotional wellness of students, destigmatizes mental illness and addiction, supports and promotes cultural diversity and the accepts individual needs and differences.
- By June 2021, continue to utilize the parent, teacher, and student group to inform, build, and sustain a strong school culture at Hudson School District.

### **2021-2022**

- By September 2021, train and support a third cohort of teachers in Responsive Classroom at HMS.
- By June 2022, continue to partner with the YMCA of Greater Nashua to maintain and further develop the YMCA Achievement Center at HMS.
- By June 2022, continue to support the Leadership in Prevention Student Group to continue to focus on providing school-wide programming that focuses on the Social and Emotional

wellness of students, destigmatizes mental health issues, supports and promotes cultural diversity, and the acceptance of individual needs and differences.

- By June 2022, continue to utilize the parent/guardian, teacher, and student group to inform, build, and sustain a strong school culture at HSD.

**Goal 3:** Develop and maintain adaptable school environments that are inviting and designed to meet the learning needs of our current and future students, as well as being resources for the community.

- Maintain an efficient and well-communicated fiscal management and budgeting process.
- Develop and implement a comprehensive capital improvement plan that realizes school renovation plans that gain community support for implementation to become the first choice for education in New Hampshire.
- Support and maintain the district technology plan.
- Prioritize repairs and maintenance of existing assets through a long-term facilities plan.

### **Work Plans:**

#### **2019-2020**

##### **Goal 3**

- Annually, continue to budget for classroom furniture and equipment replacement plans designed to meet the needs of current and future student learning.
- By August 28, 2019, prominently post the Mission and Vision Statement in each of the schools.
- During opening events, principals will promote the mission and vision statement to both staff and students.
- By August 28, 2019, post the Portrait of a Graduate statements prominently throughout the buildings.
- Continue adequate upkeep and maintenance of landscaping and fields
- Provide professional development for teachers in the use of technology, especially follow-up training for things such as PowerSchool, TeachPoint, SmartBoard, Google Classroom, etc.

#### **2020-2021**

- Budget for all new staff to complete the online ALICE training component, as well as any other safety related training.
- Budget for school and staff functions, family events, staff development days, and any other efforts that encourage community involvement.
- Develop renovation plans for each of the buildings.
- By September 2020, complete the implementation of 1 to 1 computing program at HMS and begin the implementation at (AHS).

## **STRONG CONNECTIONS: SCHOOL, FAMILY, COMMUNITY**

**Goal 1:** The HSD will encourage and embrace diverse thought and will welcome the voices of all.

- Expand current school and community activities that promote diversity.
- Recruit and retain staff of varying backgrounds, identities, and experiences.

### **Work Plans:**

#### **2019-2020**

##### **Goal 1**

- In August of each year, meet the superintendent at the Community Fair.
- By October 15, 2019, conduct an open forum with the superintendent.
- By March 15, 2020, conduct an open forum with superintendent.
- Continue professional development on diversity, equity, and inclusion.

#### **2020-2021**

##### **Goal 1**

- In August of each year, meet the superintendent at the Community Fair.
- By October 15, 2020, conduct an open forum with the superintendent.
- By March 15, 2021, conduct an open forum with superintendent.

**Goal 2:** The HSD will support and promote the value of education, and passion for the learning process for college and career aspirations.

- Promote academic and career exploration opportunities.
- Celebrate academic progress and achievements.

### **Work Plans:**

#### **2019-2020**

##### **Goal 2**

- Annually, continue to provide career exploration opportunities to students in the 6<sup>th</sup> and 7<sup>th</sup> grade.
- Annually, continue to collaborate the AHS Career and Technical Education (CTE) Center to host a Career Day for 8<sup>th</sup> grade students.
- By November 30, 2019, create a partnership with parents to support student learning in the home.
  - By June 2020, 60% of students involved in the Student Support Team (or Intervention Design Team) process will have positive outcomes (identified through 504, IEP, discharged, and/or making progress) tracked by trimesters.
- By February 15, implement the partnership plan with parents to support student learning in the home.
- By November 1, 2019, create a Welcome Brochure for the HSD.
- By October 1, 2019, expand the Peer Mentoring Plan to support student academic



growth and continue Cross Grade Pathways.

- By June 2020, student presentations of learning will be demonstrated throughout all grade levels.

## **2020-2021**

### **Goal 2**

- At the beginning of the school year, continue to implement the partnership plan with parents to support student learning in the home.
- Continue to expand Peer Mentoring Plan to support student academic growth and continue Cross Grade Pathways.
- Support one or more student presentations of learning demonstrations throughout all grade levels.

**Goal 3:** The HSD will promote family and community engagement through a strong and shared vision of moving from good to great.

- Dedicate personnel to oversee communications, public relations, the HSD website, social media, and branding (celebrate all the good happenings in Hudson).
- Maintain ongoing communication with the community.
- Leverage technology and social media for communication to families and community.

## **Work Plans:**

### **2019-2020**

#### **Goal 3**

- Annually, evaluate and revise all communications associated with the transition from 1<sup>st</sup> to 2<sup>nd</sup> grade, 5<sup>th</sup> to 6<sup>th</sup> grade and 8<sup>th</sup> to 9<sup>th</sup> grade.
- Annually, continue to provide parent information nights that promote student wellness, social and emotional needs of students, academic understanding and support, and technology.
- By September 2019, develop and implement a communication plan to educate the parents and community on the Competency Process.
- During the 2019-2020 school year, evaluate, restructure, and implement a secondary Parent Student Advisory Council structure that attracts, supports and enhances parent involvement across the grade levels.
- By December 2019, develop and implement a plan for communicating monthly school updates and happenings to parents.
- By November 1, 2019, develop and implement a public relations process that promotes academic successes and events.
- By March 15, 2020, the professional development committee (represented by all 5 schools) will provide a plan for professional development on effective communication skills.
- In July 2019, begin the CTE addition and renovation.

- By September 15, 2019, develop a plan to address AHS renovation needs.
- By March 15, 2020 receive community support to realize the AHS renovation.

### **2020-2021**

- By July 1, 2020, begin the AHS addition and renovation project.

### **2021-2022**

- By September 2021, complete the CTE renovation process.
- By September 2022, complete the AHS renovation process.

**Goal 4:** The HSD will develop partnerships to harness the power of the Hudson community to spark students to accept and actively participate in their growing global future.

- Develop extended learning opportunities with the help of community mentors and job shadowing.

### **Work Plans:**

#### **2019-2020**

##### **Goal 4**

- By November 15, 2019, plan to participate in Hudson community organization meetings and encourage participation in schools.
- By March 15, 2020, plan community service learning activities/opportunities.
- By June 2020, develop new partnerships with outside organizations that enhance academic, social, and emotional needs of the school community.
- By June 2020, develop and implement a plan for academic events that invite parents into the school to share in the students' learning experiences.

#### **2020-2021**

- By March 15, 2021, create a supervising teacher mentoring plan to attract and retain student teachers of diverse backgrounds.
- By June 30, 2021, the HSD administrators will acknowledge supervising teachers.

#### **2021-2022**

- By September 2021, develop relationships with higher education institutions for student teachers.

## VIBRANT LEARNING SYSTEM

**Goal 1:** Students in the Hudson School District are actively engaged in personalized, challenging learning that prepares them for future opportunities.

- Student goal setting and accountability related to their learning.
- Support environments that culminate in personalized demonstrations of learning.
- Promote developmental and academic preparation for learning beginning at birth.

### Work Plans:

#### 2019-2020

#### Goal 1

- Annually, review and create/revise all Common Assessments in all content areas.
- Annually, review and create/revise all common rubrics in all content areas.
- Annually, review and revise HMS Academic Remediation Process.
- Annually, review and revise transition practices in grades 1 to 2, 5 to 6 and 8 to 9.
- Annually, continue to provide professional development opportunities and support for teachers in the implementation of Universal Design for Learning.
- By October 15, 2019, all teachers will review the Portrait of a Graduate document with students and explicitly teach how to set short-term and long-term priority goals for the week/month/year.
- By June 2020, Capstone projects piloted at AHS.
- By June 2020, every student will participate in an exhibition of learning.
- By February 1, 2020, ensure that every student participates in an interest elective or CTE course at AHS.
- 2019-2020 pilot experiment with lunch advisory or higher-level discussions while eating lunch at AHS.
- Raise graduation rate to 90% through early interventions and community partnerships.
- Establish systems to support families in the preparation of their young children for academic, social, and emotional readiness.
  - By August 2019, offer birth to age 5, *Age Level Targets* from ReadingFoundation.org to families attending the Community Fair.
  - Collect contact information for follow-up on parent trainings with qualified educator.
  - By October 15, 2019, produce a calendar for the parent trainings.
- By June 2020, continue to enhance the kindergarten experience for every child and provide additional opportunities for family involvement.
- By September 30, 2019, budget for full day kindergarten (FDK), including technology coach.
- By December 2019, develop a plan for students to leverage technology to communicate learning schoolwide.

- By January 2020, implement the plan for students to use technology to communicate learning schoolwide.
- By September 2019, implement and support Responsive Classroom at HMS.
- By September 2019, develop and implement a communication and learning opportunities plan for understanding competencies for parents and students.
- By March 1, 2020 develop a plan for summer enrichment/academy program K-8.
- Revise Strategies for Success model (6-12) as a tiered intervention program.
- By September 2019, AHS will implement special education delivery model (GOALS) focused on IEP goals and increased student independence and self-efficacy.
- By September 2019, AHS will implement heterogeneous American Humanities and US and NH Government programs.
- All schools will implement a plan based on data from the SAT/NH State assessment and the NH State science assessment in core academic and CTE courses to increase college and career readiness skills for all students to be at or exceed the State average.
- By September 2019, Pilot American Sign Language class through the World Language department at AHS.
- By September 2019, partner with the YMCA of Greater Nashua to develop SEL curriculum through the Freshman Seminar program.
- By June 2020, develop a master schedule and implementation plan that creates expanded, dependable advisory and academic support time within the school day.

## **2020-2021**

### **Goal 1**

- Expand Capstone in 2020-2021 to all seniors.
- Implement Capstone-like projects in all transition years (1-2, 5-6, 8-9 and 10<sup>th</sup>).
- By June 2021, each student will participate in two exhibitions of learning.
- By July 1, 2020 (if accepted), implement a plan to accommodate the increased enrollment associated with FDK.
- Continue implementing the plan for students to showcase learning with technology schoolwide.
- By September 2020, scale up Responsive Classroom practices in HMS through training a second cohort of teachers in June of 2020.
- By September 2020, continue to re-evaluate and revise the communication and learning opportunities plan for understanding competencies for parents and students.
- Expand interdisciplinary instruction through the requirement of American Humanities for all grade 11 students.
- Implement a two-year American Sign Language program through the World Language department.
- AHS will implement Wellness requirement for all students beginning with the class of 2025.

## **2021-2022**

### **Goal 1**

- Increase Graduation requirement to 24 credits.

- Continue implementing the plan for students to showcase learning with technology schoolwide.
- By September 2021, continue to scale up Responsive Classroom practices at HMS through training a third cohort of teachers in June of 2020.
- By September 2021, continue to re-evaluate and revise the communication and learning opportunities plan for understanding competencies for parents and students.

**Goal 2:** Teachers will leverage the use of technology to expand the learning within and beyond the traditional classroom.

- Expand in-house professional development on technologies.
- Dedicate personnel to increase capacity of teachers in technology.

**Work Plans:**

**2019-2020**

**Goal 2**

- Annually, continue to provide professional development in Google Classroom and add-ons to continue to expand learning opportunities for students outside of the classroom.
- By September 2019, implement phase 2 at HMS of the 1 to 1 computing program.
- Continue to support the district technology plan for educational purposes.
- Facilitate teacher and student collaboration with the Library/Media Specialist to expand the use of technology for learning.
- Expand in-house professional development on technology integration.

**2020-2021**

**Goal 2**

- By September 30, 2020, add more technology integration coaches (for a total of 3 coaches).
- Continue to develop in-house professional development technology trainings.
- Continue to support the district technology plan for educational purposes.
- By September 2020, implement the third and final phase of the 1-to-1 computing program.
- Implement 1-to-1 technology with the incoming classes of 2024 and beyond.

**2021-2022**

**Goal 2**

- By September 30, 2021, add more technology integration coaches (for a total of 5).

**Goal 3:** Teachers in the Hudson School District think deeply about, reflect on, and improve instruction that will facilitate personalized robust learning.

- Support teachers to challenge each student to increase academic interest and achievement.
- Improve the Professional Learning Communities system.

- Create a Coaching Model for instructional improvement.

## **Work Plans:**

### **2019-2020**

#### **Goal 3**

- Instruction will include reference to “I can” statements or unit/lesson outcomes/objectives for relevance and connection.
- By September 15, 2019, each class will create a class contract defining class expectations with student input.
- By October 15, 2019, teachers will meet with each student to set individual goals.
- By October 15, 2019, each school will have a representative attend district data team training on new data tool.
- By December 15, 2019, each data team member will meet with each PLC to train on new data tool.
- At each staff meeting, dedicate 10 minutes to review progress on deliverables of monthly goals of this strategic plan.
- Schedule time for PLC (especially at the AHS).
- Annually, continue to provide professional development in Google Classroom and add-ons to continue to expand learning opportunities for students outside of the classroom.
- By October 15, 2019 administrators will explain the purpose of PLCs and all staff members will be able to articulate the purpose.
  - Ensure that PLCs focus on improving instruction through data analysis and collaborate on interventions.
- By September 2019, introduce, train, and support teachers understanding of the New Evaluation System.
- By October 2019, introduce, train, and support teachers in TeachPoint, the new professional development management system.
- By December 2019, create and implement Authentic and Common Summative Assessments that are vertically and horizontally aligned and offer student choice in all content areas.
- By December 2020, create and implement Common Assessment rubrics that are vertically and horizontally aligned in all content areas.
- By June 2020, continue to provide and expand professional development and support for the Instructional Rounds Process.
- By June 2020, evaluate and revise student tier 2 math and literacy intervention opportunities to meet the diverse needs of all students.
- By June 2020, continue to collaborate with the AHS to align Academic Progress Reporting terminology and Competency practice 6-12.
- By June 2020, seek out and provide professional development on creating and sustaining a learning environment that promotes intrinsic motivation from students for academic achievement.

- By June 2020, create and develop a student-lead conference plan with input from all stakeholders for implementation during the 2020 – 2021 school year.
- By June 2020, create a plan to train and support all teachers in the implementation of a Responsive Classroom Advisory model across all teams at HMS.
- By June 2020, create dedicated, centrally located Teacher Collaboration Room to facilitate collaboration and professional development.
- By June 2020, increase differentiated instruction in mainstream classrooms through expanded co-teaching collaborations with special educators, Strategies for Success teachers, and the reading specialist.
- By June 2020, schedule PLC time for co-teaching groups.
- By June 2020, develop a master schedule and implementation plan that allows expanded, dependable professional collaboration time within the school day.
- By June 2020, develop additional opportunities for teacher leadership in curriculum, instruction, and assessment.

## **2020-2021**

### **Goal 3**

- By November 2020, train and support students, parents, and teachers on the process of student-lead conferences.
- By December 2020, implement a student-lead conference system.
- By June 2021, continue to provide professional development and support for the Instructional Rounds Process.
- By June 2021, continue to collaborate with the AHS to align Academic Progress Reporting terminology and competency practice 6-12.
- By June 2021, begin to collaborate with the elementary schools to align Academic Progress Reporting terminology and competency practice K-12.
- By June 2021, develop and implement a community-based authentic learning opportunity and capstone presentation for all 8<sup>th</sup> grade students.
- By June 2021, continue to train and support teachers in the Responsive Classroom Advisory Model, across all teams.

## **2021-2022**

### **Goal 3**

- At each staff meeting, 10 minutes dedicated to review progress on deliverables of monthly goals on the strategic plan.
- Focus PLCs on improving instruction through data analysis and collaborate on interventions.
- Continue to expand instructional rounds.
- By November 2021, continue to train and support the student-lead conference process.
- By June 2022, continue to provide professional development and support for the Instructional Rounds Process.

- By June 2022, continue to collaborate with the AHS to align Academic Progress Reporting terminology and competency practice 6-12.
- By June 2022, continue to collaborate with the elementary schools to align Academic Progress Reporting terminology and competency practice K-12.
- By June 2022, continue to develop and implement a community-based authentic learning opportunity and capstone presentation for all 8<sup>th</sup> grade students.
- By June 2022, continue to train and support teachers in Responsive Classroom Advisory Model across all teams.
- Develop a formal program for teacher leadership in curriculum, instruction, and assessment.

**Goal 4:** Teachers in the HSD give effective and timely feedback to students to ensure mastery of competencies and 21st century skills.

- Create ongoing professional development on effective feedback.
- Develop accountability system to monitor progress based upon the feedback.
- Explicitly teach and assess the skills necessary for success after graduation (Portrait of a Graduate).
- Increase the timeliness of formative assessments to support effective feedback and to inform the next level of instruction.

### **Work Plans:**

#### **2019-2020**

##### **Goal 4**

- Schedule teachers' weekly conferences with each student for 5-15 minutes (depending on student need).
- Embed weekly conferences in the new capstone project.
- Implement a competency-based report card at the high school.
- Implement a formative assessment, school-wide rubric for use in all classes.
- Develop a student reflection instrument for use in all classes.
- Increase the timeliness and variety of formative assessments to support effective feedback and to inform the next level of instruction (focus instructional time in department meetings each month on formative assessment).
- Provide professional development and collaboration opportunities for classroom teachers that support the development of executive functioning skills for all students.

#### **2021-2022**

- Develop and implement a master schedule that supports ongoing, consistent time for the examination and analysis of student work.

**Goal 5:** Administrators in the HSD give effective and timely feedback and support to teachers to ensure quality and current research-based instruction.

- Have an effective evaluation system in place starting in 2019-2020.



- Create professional development for current research-based quality instructional models.
- Develop a teacher accountability system to reflect upon the feedback.

**Work Plans:**

**2019-2020**

**Goal 5**

- Annually, administrators will seek out and provide professional development opportunities to support the embedded practice of explicitly teaching social and emotional learning skills across the curriculum.
- Annually, administrators will seek out and provide professional development on research-based quality instructional models.
- Provide evaluator training on August 22, 2019 and 3 additional trainer check-in's throughout the year.
- Implement a new evaluation system based on formative feedback, goal-setting, and teacher reflection.
- Devote administrator PLC time and literature study to effective, calibrated teacher feedback and evaluation.



## **OUR PORTRAIT OF A GRADUATE**

SAU 81 started the journey in 2017 asking focus groups the question:  
“**What skills do students need to be successful after graduation?**”

By March of 2018, the focus group grew to the entire district with input from K-12 educators defining those skills. In 2019, the community stakeholders were asked the same essential question with the result going back to the educators. This Portrait of a Graduate has been the cornerstone of this Strategic Plan. The community of Hudson believes that our graduates should have the following skills:

### **Responsibility**

**I am a self-directed and responsible learner who is driven to achieve success for my education and future by:**

- Using resources effectively to complete assigned tasks in a timely manner and according to classroom procedures.
- Taking ownership for my next steps for learning and challenge myself even when learning may be difficult.
- Reflecting on and adapting my approach to learning by identifying my strengths.
- Developing solutions to problems that I encounter and identifying misunderstandings.
- Accessing multiple appropriate resources to answer my questions.
- Understanding that my educational responsibilities extend outside of school.

### **Communication**

**I use various media and tools (personally and digitally) to connect and engage effectively with others to share and develop ideas by:**

- Reading and comprehending instructional level literary and informational text and expressing my understandings appropriately to a target audience.
- Writing coherent sentences and paragraphs consistent with instructional level expectations and expressing my understanding to a target audience.
- Communicate clearly respective of the audience and purpose.
- Respectfully listen to, with eye contact, and provide various points of view.
- Working with others to find solutions to problems.
- Identifying misunderstandings in order to clarify thinking or communication.
- Using technology appropriately.

### **Citizenship**

**I demonstrate the traits that ethical, responsible, contributing citizens exhibit in a healthy community environment by:**

- Conducting myself as a socially and civically responsible citizen in person and online.
- Adhering to rules and laws to ensure safety and security in the community in person and online.
- Using expected behavior in both familiar and unfamiliar settings.

- Presenting myself appropriately in appearance, attitude, and conduct in person and electronically both at home and at school.
- Taking pride in work, school, and community.
- Respecting school materials and property.
- Accepting consequences for my actions.
- Acknowledging that my individual actions can impact either positively or negatively to self and others.
- Increasing my exposure with others' diversity of thought and being.
- Pursuing a healthy lifestyle that includes physical activity and healthy eating.

### **Curiosity**

#### **I solve problems through critical thinking, curiosity and perseverance by:**

- Identifying the root cause of an issue and developing an action plan.
- Setting goals to develop skills and knowledge needed to solve problems.
- Taking reasonable risks with my thinking and solutions.
- Asking open ended questions and exploring alternative solutions to problems.
- Demonstrating flexibility by evaluating and altering goals as needed
- Exploring, engaging, and pursuing my interests and passions.
- Using a process to come up with ideas or provide justification that is backed up with evidence with reliable resources.

### **Social/Emotional**

#### **I understand and manage emotions, set and achieve positive goals, feel and show empathy for others, establish and maintain positive relationships, and make responsible decisions by:**

- Being self-aware: Knowing my strengths and limitations, with a well-grounded sense of confidence, optimism, and a "growth mindset."
- Using self-management: Effectively manage stress, control impulses, and motivate myself to set and achieve goals.
- Being socially aware: Understand the perspectives of others and empathize with them, including those from diverse backgrounds and cultures.
- Using relationship skills: Communicate clearly, listen well, cooperate with others, resist inappropriate social pressure, negotiate conflict constructively, and seek and offer help when needed (self-advocacy).
- Using responsible decision-making: Make constructive choices about personal behavior and social interactions based on ethical standards, safety, and social norms.

## HUDSON SCHOOL DISTRICT

<p><b>POLICY CODE: EHAB</b>  <b>Data Governance and Security</b></p> <p>Page 1 of 4</p>	<p><b>ADOPTED:</b></p>
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To accomplish the District's mission and comply with the law, the District must collect, create and store information. Accurately maintaining and protecting this data is important for efficient District operations, compliance with laws mandating confidentiality, and maintaining the trust of the District's stakeholders. All persons who have access to District data are required to follow state and federal law, District policies and procedures, and other rules created to protect the information.

The provisions of this policy shall supersede and take precedence over any contrary provisions of any other policy adopted prior to the date of this policy.

#### **A. Definitions**

Confidential Data/Information – Information that the District is prohibited by law, policy or contract from disclosing or that the District may disclose only in limited circumstances. Confidential data includes, but is not limited to, personally identifiable information regarding students and employees.

Critical Data/Information – Information that is determined to be essential to District operations and that must be accurately and securely maintained to avoid disruption to District operations. Critical data is not necessarily confidential.

#### **B. Data and Privacy Governance Plan - Administrative Procedures.**

1. Data Governance Plan. The Superintendent, in consultation with the (Director of Technology) (see paragraph C, below) shall create a Data and Privacy Governance Plan ("Data Governance Plan"). Annually, the Superintendent, in consultation with the ISO, shall update the Data Governance Plan for presentation to the Board no later than June 30.

The Data Governance Plan shall include:

- (a) An inventory of all software applications, digital tools, and extensions. The inventory shall include users of the applications, the provider, purpose, publisher, privacy statement, and terms of use;
- (b) A review of all software applications, digital tools, and extensions and an assurance that they meet or exceed minimum standards set by the New Hampshire Department of Education;
- (c) Policies and procedures for access to data and protection of privacy for students and staff including acceptable use policy for applications, digital tools, and district installed extensions used on District hardware, server(s) or through the District network(s);
- (d) A response plan for any breach of information; and

(e) A requirement for a service provider to meet or exceed standards for data protection and privacy.

2. Policies and Administrative Procedures. The Superintendent, in consultation with the ISO, is directed to review, modify and recommend (policies) create (administrative procedures), where necessary, relative to collecting, securing, and correctly disposing of District data (including, but not limited to Confidential and Critical Data/Information, and as otherwise necessary to implement this policy and the Data Governance Plan. Such policies and/or procedures will may or may not be included in the annual Data Governance Plan.

### **C. Information Security Officer.**

The Director of Technology is hereby designated as the District's Information Security Officer (ISO) and reports directly to the Superintendent or designee. The ISO is responsible for implementing and enforcing the District's security policies and administrative procedures applicable to digital and other electronic data, and suggesting changes to these policies, the Data Governance Plan, and procedures to better protect the confidentiality and security of District data. The ISO will work with the both District and building level administrators and Data managers (paragraph E, below) to advocate for resources, including training, to best secure the District's data.

The Superintendent of Schools will be designated as the District's alternate ISO and will assume the responsibilities of the ISO when the ISO is not available.

### **D. Responsibility and Data Stewardship.**

All District employees, volunteers and agents are responsible for accurately collecting, maintaining and securing District data including, but not limited to, Confidential and/or Critical Data/Information.

### **E. Data Managers.**

All District administrators are data managers for all data collected, maintained, used and disseminated under their supervision as well as data they have been assigned to manage in the District's data inventory. Data managers will monitor employee access to the information to ensure that confidential information is accessed only by employees who need the information to provide services to the District and that confidential and critical information is modified only by authorized employees. Data managers will assist the ISO in enforcing District policies and procedures regarding data management.

### **F. Confidential and Critical Information.**

The District will collect, create or store confidential information only when the Superintendent or designee determines it is necessary, and in accordance with applicable law. The District will provide access to confidential information to appropriately trained District employees and volunteers only when the District determines that such access is necessary for the performance of their duties. The District will disclose confidential information only to authorized District contractors or agents who need access to the information to provide services to the District and who agree not to disclose the information to any other party except as allowed by law and authorized by the District.

District employees, contractors and agents will notify the ISO or designee immediately if there is reason to believe confidential information has been disclosed to an unauthorized person or any information has been compromised, whether intentionally or otherwise. The ISO or designee will investigate

immediately and take any action necessary to secure the information, issue all required legal notices and prevent future incidents. When necessary, the Superintendent, ISO or designee is authorized to secure resources to assist the District in promptly and appropriately addressing a security breach

Likewise, the District will take steps to ensure that critical information is secure and is not inappropriately altered, deleted, destroyed or rendered inaccessible. Access to critical information will only be provided to authorized individuals in a manner that keeps the information secure.

All District staff, volunteers, contractors and agents who are granted access to critical or confidential information/data are required to keep the information secure and are prohibited from disclosing or assisting in the unauthorized disclosure of such confidential or critical data/information. All individuals using confidential and critical data/information will strictly observe all administrative procedures, policies and other protections put into place by the District including, but not limited to, maintaining information in locked rooms or drawers, limiting access to electronic files, updating and maintaining the confidentiality of password protections, encrypting and redacting information, and disposing of information no longer needed in a confidential and secure manner

#### **G. Using Online Services and Applications.**

District staff members are encouraged to research and utilize online services or applications to engage students and further the District's education mission. District employees, however, are prohibited from installing or using applications, programs or other software, or online system/website, that either stores, collects or shares confidential or critical data/information, until the ISO approves the vendor and the software or service used. Before approving the use or purchase of any such software or online service, the ISO or designee shall verify that it meets the requirements of the law, Board policy, and the Data Governance Plan, and that it appropriately protects confidential and critical data/information. This prior approval is also required whether or not the software or online service is obtained or used without charge.

#### **H. Training.**

The ISO will provide appropriate training to employees who have access to confidential or critical information to prevent unauthorized disclosures or breaches in security.

#### **I. Data Retention and Deletion – See policy EHB.**

#### **J. Consequences.**

Employees who fail to follow the law or District policies or procedures regarding data governance and security (including failing to report) may be disciplined, up to and including termination. Volunteers may be excluded from providing services to the District. The District will end business relationships with any contractor who fails to follow the law, District policies or procedures, or the confidentiality provisions of any contract. In addition, the District reserves the right to seek all other legal remedies, including criminal and civil action and seeking discipline of an employee's teaching certificate.

The District may suspend all access to data or use of District technology resources pending an investigation. Violations may result in temporary, long-term or permanent suspension of user privileges. The District will cooperate with law enforcement in investigating any unlawful actions. The Superintendent or designee has the authority to sign any criminal complaint on behalf of the District.

Any attempted violation of District policies, procedures or other rules will result in the same consequences, regardless of the success of the attempt.

**Legal References:**

*15 U.S.C. §§ 6501-6506 \* Children's Online Privacy Protection Act (COPPA)*

*20 U.S.C. § 1232g \* Family Educational Rights and Privacy Act (FERPA)*

*20 U.S.C. § 1232h \* Protection of Pupil Rights Amendment (PPRA)*

*20 U.S.C. § 1400-1417 \* Individuals with Disabilities Education Act (IDEA)*

*20 U.S.C. § 7926 \* Elementary and Secondary Education Act (ESSA)*

*RSA 189:65 \* Definitions*

*RSA 186:66 \* Student Information Protection and Privacy*

*RSA 189:67 \* Limits on Disclosure of Information*

*RSA 189:68 \* Student Privacy*

*RSA 189:68-a \* Student Online Personal Information*

*RSA 359-C:19-21 \* Right to Privacy/Notice of Security Breach*

1<sup>st</sup> reading: 08.05.19

2<sup>nd</sup> reading: 08.26.19



Alvirne High School  
Conceptual Design Update  
August 26, 2019



## **Priorities:**

- 1.) Safe/Secure Building Entrance with Administration
- 2.) Safe/Secure Drop Off Sequence (Site Improvements)
- 3.) Improved Function for High School Cafeteria (Student Safety)
- 4.) Enhanced Co-Curricular Space (Performing Arts & Gymnasium)
- 5.) Community, Athletic, & Recreation Space Improvements

### **Options Overview:**

**Option A. New Entrance with Administration**

**Option B. New Entrance with Administration  
Cafeteria and Kitchen Renovations  
Locker Room Renovations  
Site Improvements**

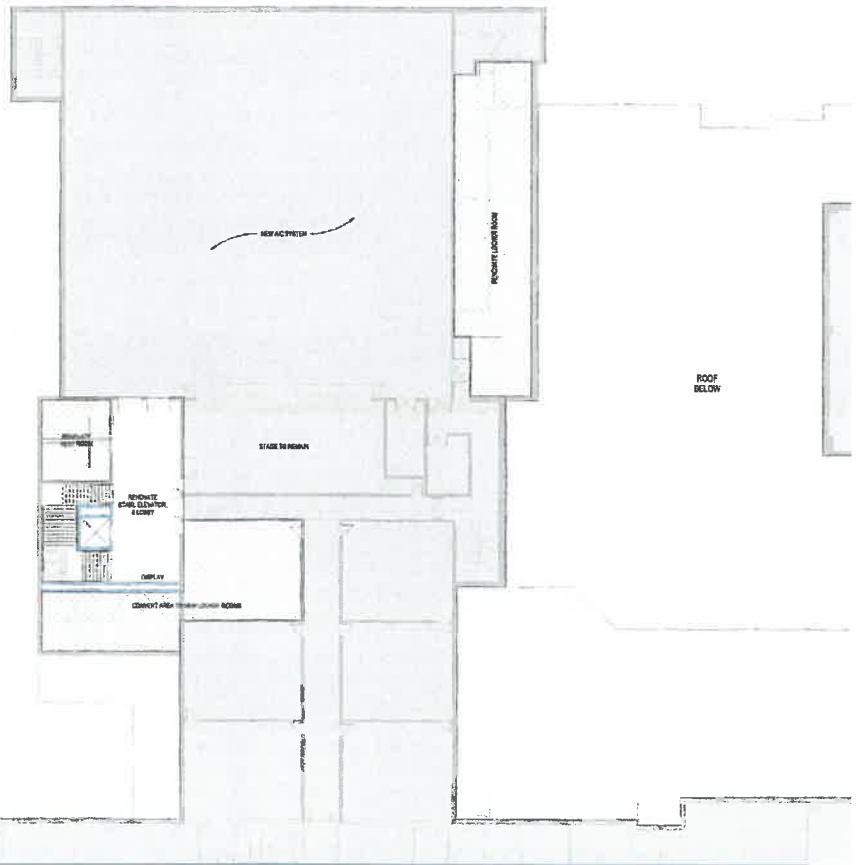
**Option C1. Option B with Multi-Purpose Room  
Concessions Area & Rest Rooms**

**Option C2. Similar to Option C1  
with 450 Seat Auditorium  
in place of Multi-Purpose**

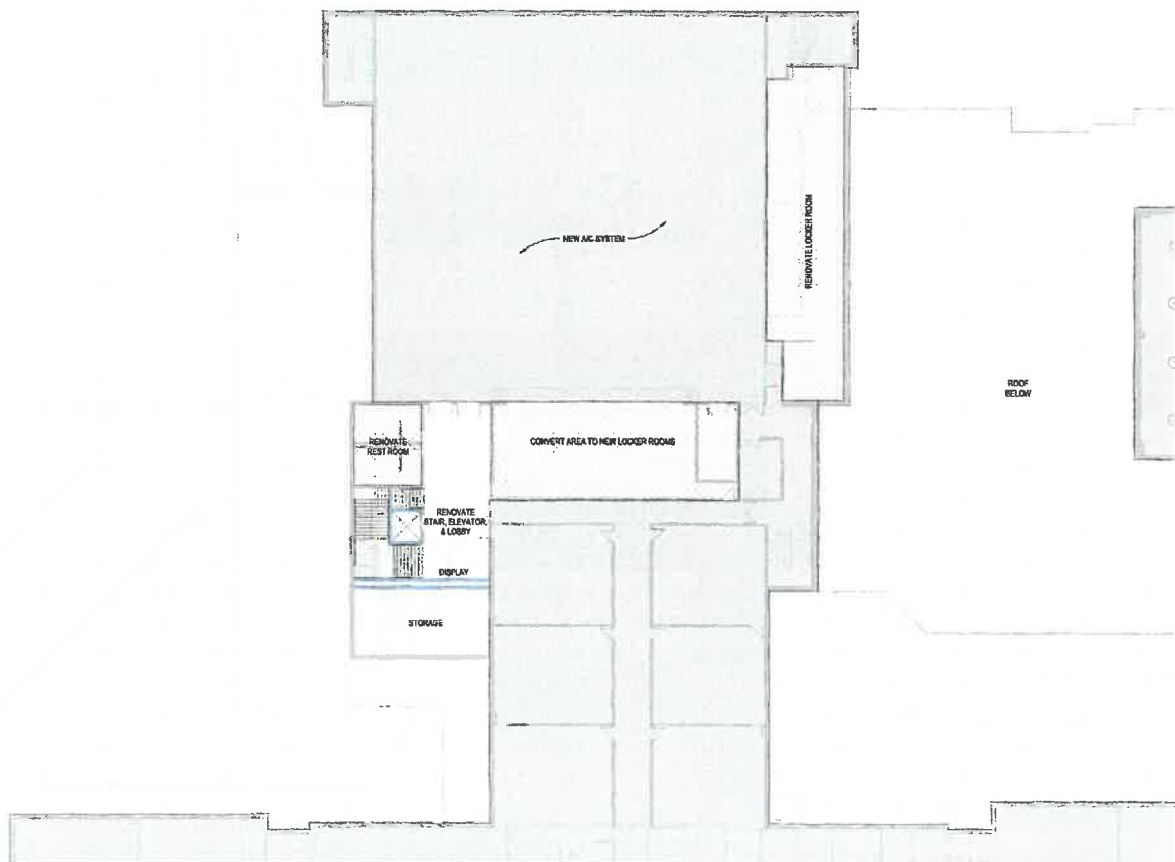
**Option D. All Items**





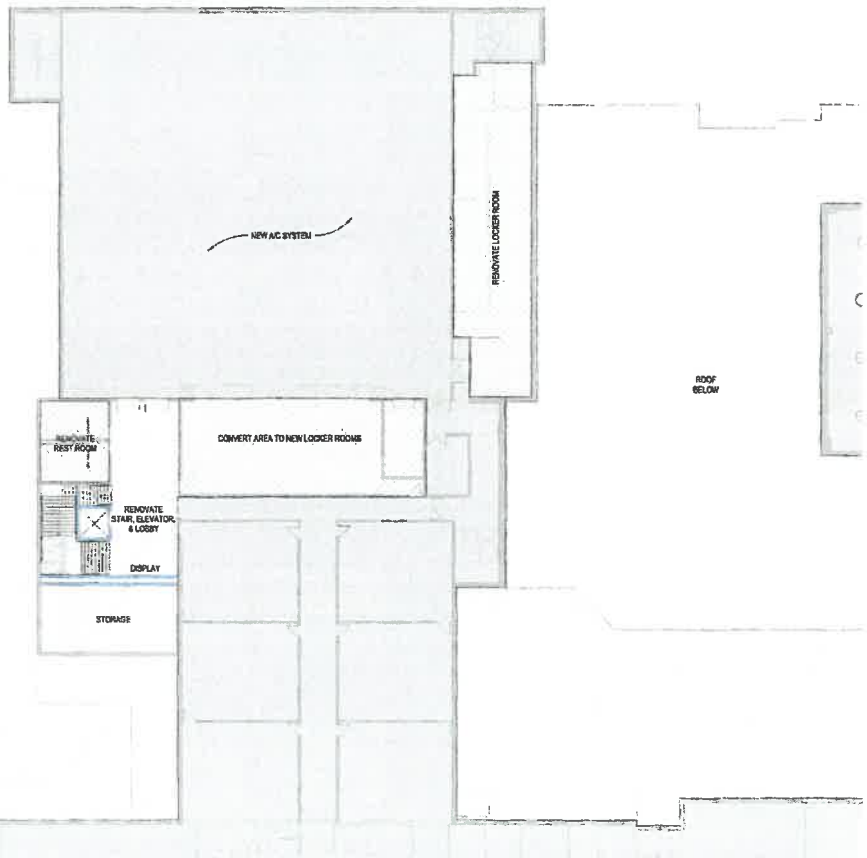




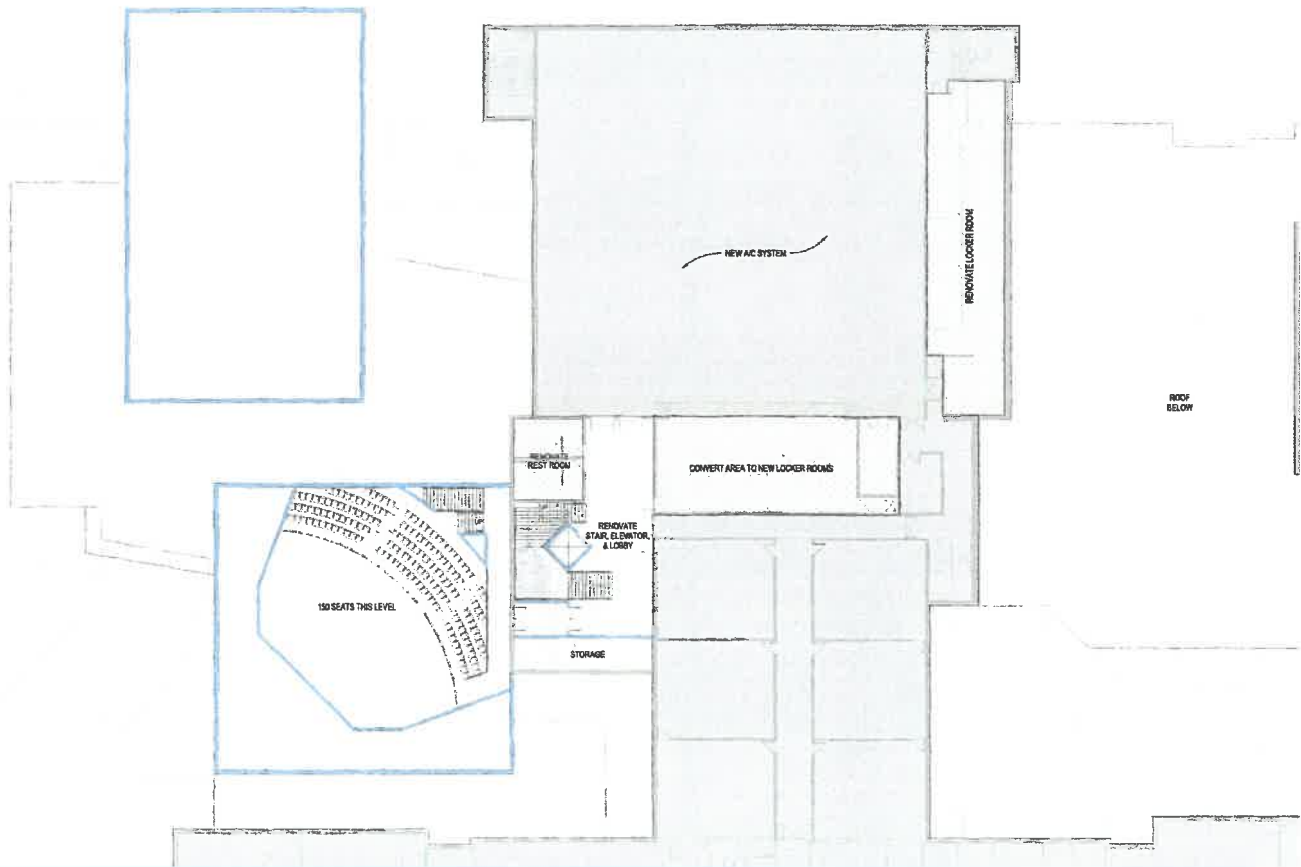












	A	B	C1	C2	D
Safe/Secure Building Entrance	●	●	●	●	●
Administration Area	●	●	●	●	●
Safe/Secure Site Improvements		●	●	●	●
Improved Function of Cafeteria		●	●	●	●
Renovated Locker Rooms & 2 <sup>nd</sup> Floor Access		●	●	●	●
Multi-Purpose Space			●		○
Performing Arts Space			○	●	●
Gymnasium			○		●
	\$	\$\$	\$\$\$	\$\$\$	\$\$\$\$

**NEW HAMPSHIRE STUDENT DATA PRIVACY AGREEMENT  
VERSION (2019)**

Enter the Name of the LEA

**and**

Enter the Name of the Company

Enter the Date

This New Hampshire Student Data Privacy Agreement (“DPA”) is entered into by and between the school district, Enter the Name of the LEA (hereinafter referred to as “LEA”) and Enter the Name of the CA (hereinafter referred to as “Provider”) on Enter the Date. The Parties agree to the terms as stated herein.

## RECITALS

**WHEREAS**, the Provider has agreed or will agree to provide the Local Education Agency (“LEA”) with certain digital educational services (“Services”) as described in Article I and Exhibit “A”; and

**WHEREAS**, the Provider, by signing this Agreement, agrees to allow the LEA to offer school districts in New Hampshire the opportunity to accept and enjoy the benefits of the DPA for the Services described, without the need to negotiate terms in a separate DPA; and

**WHEREAS**, in order to provide the Services described in Article 1 and Appendix A, the Provider may receive or create and the LEA may provide documents or data that are covered by several federal statutes, among them, the Family Educational Rights and Privacy Act (“FERPA”) at 20 U.S.C. 1232g and 34 CFR Part 99, Children’s Online Privacy Protection Act (“COPPA”), 15 U.S.C. 6501-6506; Protection of Pupil Rights Amendment (“PPRA”) 20 U.S.C. 1232h; the Individuals with Disabilities Education Act (“IDEA”), 20 U.S.C. §§ 1400 *et. seq.*, 34 C.F.R. Part 300; and

**WHEREAS**, the documents and data transferred from New Hampshire LEAs and created by the Provider’s Services are also subject to several New Hampshire student privacy laws, including RSA 189:1-e and 189:65-69; RSA 186; NH Admin. Code Ed. 300 and NH Admin. Code Ed. 1100; and

**WHEREAS**, the Parties wish to enter into this DPA to ensure that the Services provided conform to the requirements of the privacy laws referred to above and to establish implementing procedures and duties.

**NOW THEREFORE**, for good and valuable consideration, the parties agree as follows:

### ARTICLE I: PURPOSE AND SCOPE

- Purpose of DPA.** The purpose of this DPA is to describe the duties and responsibilities to protect Student Data (as defined in Exhibit “C”) transmitted to Provider from the LEA pursuant to Exhibit “A”, including compliance with all applicable state privacy statutes, including the FERPA, PPRA, COPPA, IDEA, SOPIPA, RSA 189:1-e and 189:65 through 69; RSA 186-C; NH Admin. Code Ed. 300; NH Admin. Code Ed. 1100; and other applicable New Hampshire state laws, all as may be amended from time to time. In performing these services, to the extent Personally Identifiable Information (as defined in Exhibit “C”) from Pupil Records (as defined in Exhibit “C”) are transmitted to Provider from LEA, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the LEA. Provider shall be under the direct control and supervision of the LEA. Control duties are set forth below.
- Nature of Services Provided.** The Provider has agreed to provide the following digital educational services described in Exhibit “A”.

3. **Student Data to Be Provided**. In order to perform the Services described in this Article and Exhibit “A”, LEA shall provide the categories of data described in the Schedule of Data, attached hereto as Exhibit “B”.
4. **DPA Definitions**. The definition of terms used in this DPA is found in Exhibit “C”. In the event of a conflict, definitions used in this DPA shall prevail over terms used in all other writings, including, but not limited to, a service agreement, privacy policies or any terms of service.

## **ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS**

1. **Student Data Property of LEA**. All Student Data or any other Pupil Records transmitted to the Provider pursuant to this Agreement is and will continue to be the property of and under the control of the LEA , or to the party who provided such data (such as the student or parent.). The Provider further acknowledges and agrees that all copies of such Student Data or any other Pupil Records transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are also subject to the provisions of this Agreement in the same manner as the original Student Data or Pupil Records. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data or any other Pupil Records contemplated per this Agreement shall remain the exclusive property of the LEA. For the purposes of FERPA and state law, the Provider shall be considered a School Official, under the control and direction of the LEAs as it pertains to the use of student data notwithstanding the above. The Provider will cooperate and provide Student Data within ten (10) days at the LEA’s request. Provider may transfer pupil-generated content to a separate account, according to the procedures set forth below.
2. **Parent Access**. LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review personally identifiable information on the pupil’s records, correct erroneous information, and procedures for the transfer of pupil-generated content to a personal account, consistent with the functionality of services. Provider shall cooperate and respond within ten (10) days to the LEA’s request for personally identifiable information in a pupil’s records held by the Provider to view or correct as necessary. In the event that a parent of a pupil or other individual contacts the Provider to review any of the Pupil Records of Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.
3. **Separate Account**. Provider shall, at the request of the LEA, transfer Student Generated Content to a separate student account.
4. **Third Party Request**. Should a Third Party, including, but not limited to law enforcement, former employees of the LEA, current employees of the LEA, and government entities, contact Provider with a request for data held by the Provider pursuant to the Services, the Provider shall redirect the Third Party to request the data directly from the LEA and shall cooperate with the LEA to collect the required information. Provider shall notify the LEA in advance of a

compelled disclosure to a Third Party, unless legally prohibited. The Provider will not use, disclose, compile, transfer, sell the Student Data and/or any portion thereof to any third party or other entity or allow any other third party or other entity to use, disclose, compile, transfer or sell the Student Data and/or any portion thereof, without the express written consent of the LEA or without a court order or lawfully issued subpoena. Student Data shall not constitute that information that has been anonymized or de-identified, or anonymous usage data regarding a student's use of Provider's services.

5. **No Unauthorized Use.** Provider shall not use Student Data or information in a Pupil Record for any purpose other than as explicitly specified in this DPA.
6. **Subprocessors.** Provider shall enter into written agreements with all Subprocessors performing functions pursuant to this DPA, whereby the Subprocessors agree to protect Student Data in manner consistent with the terms of this DPA.

### **ARTICLE III: DUTIES OF LEA**

1. **Provide Data In Compliance With Laws.** LEA shall provide data for the purposes of the DPA in compliance with the FERPA, PPRA, IDEA, RSA 189:1-e and 189:65 through 69; RSA 186-C; NH Admin. Code Ed. 300; NH Admin. Code Ed. 1100 and the other privacy statutes quoted in this DPA. LEA shall ensure that its annual notice under FERPA includes vendors, such as the Provider, as "School Officials."
2. **Reasonable Precautions.** LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted data.
3. **Unauthorized Access Notification.** LEA shall notify Provider promptly of any known or suspected unauthorized access. LEA will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

### **ARTICLE IV: DUTIES OF PROVIDER**

1. **Privacy Compliance.** The Provider shall comply with all New Hampshire and Federal laws and regulations pertaining to data privacy and security, including FERPA, COPPA, PPRA, RSA 189:1-e and 189:65 through 69; RSA 186-C; NH Admin. Code Ed. 300; NH Admin. Code Ed. 1100 and all other applicable New Hampshire privacy statutes and regulations.
2. **Authorized Use.** Student Data shared pursuant to this DPA, including persistent unique identifiers, shall be used for no purpose other than the Services stated in this DPA and as authorized under the statutes referred to in subsection (1), above. Provider also acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof,



including without limitation, any student data, meta data, user content or other non-public information and/or personally identifiable information contained in the Student Data, without the express written consent of the LEA, unless it fits into the de-identified information exception in Article IV, Section 4, or there is a court order or lawfully issued subpoena for the information.

3. **Employee Obligation**. Provider shall require all employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect to the data shared under this DPA. Provider agrees to require and maintain an appropriate confidentiality agreement from each employee or agent with access to Student Data pursuant to the DPA.
  
4. **No Disclosure**. De-identified information, as defined in Exhibit “C”, may be used by the Provider for the purposes of development, research, and improvement of educational sites, services, or applications, as any other member of the public or party would be able to use de-identified data pursuant to 34 CFR 99.31(b). Provider agrees not to attempt to re-identify de-identified Student Data and not to transfer de-identified Student Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to the LEA who has provided prior written consent for such transfer. Provider shall not copy, reproduce or transmit any data obtained under this DPA and/or any portion thereof, except as necessary to fulfill the DPA. Prior to publishing any document that names the LEA explicitly or indirectly, the Provider shall obtain the LEA’s written approval of the manner in which de-identified data is presented
  
5. **Disposition of Data**. Provider shall dispose or delete all personally identifiable data obtained under the DPA when it is no longer needed for the purpose for which it was obtained and transfer said data to LEA or LEA’s designee within sixty (60) days of the date of termination and according to a schedule and procedure as the Parties may reasonably agree. Nothing in the DPA authorizes Provider to maintain personally identifiable data obtained under any other writing beyond the time period reasonably needed to complete the disposition. Disposition shall include (1) the shredding of any hard copies of any Pupil Records; (2) Erasing; or (3) Otherwise modifying the personal information in those records to make it unreadable or indecipherable. Provider shall provide written notification to LEA when the Data has been disposed. The duty to dispose of Student Data shall not extend to data that has been de-identified or placed in a separate Student account, pursuant to the other terms of the DPA. The LEA may employ a “Request for Return or Deletion of Student Data” FORM, A Copy of which is attached hereto as Exhibit “D”). Upon receipt of a request from the LEA, the Provider will immediately provide the LEA with any specified portion of the Student Data within ten (10) calendar days of receipt of said request.
  
6. **Advertising Prohibition**. Provider is prohibited from leasing, renting, using or selling Student Data to (a) market or advertise to students or families/guardians; (b) inform, influence, or enable marketing, advertising or other commercial efforts by a Provider; (c) develop a profile of a student, family member/guardian or group, for any commercial purpose other than providing the

Service to LEA; or (d) use the Student Data for the development of commercial products or services, other than as necessary to provide the Service to Client.

## ARTICLE V: DATA PROVISIONS

1. **Data Security.** The Provider agrees to abide by and maintain adequate data security measures, consistent with industry standards and technology best practices, to protect Student Data from unauthorized disclosure or acquisition by an unauthorized person. The general security duties of Provider are set forth below. Provider may further detail its security programs and measures in Exhibit "F" hereto. These measures shall include, but are not limited to:
  - a. **Passwords and Employee Access.** Provider shall secure usernames, passwords, and any other means of gaining access to the Services or to Student Data, at a level suggested by Article 4.3 of NIST 800-63-3. Provider shall only provide access to Student Data to employees or contractors that are performing the Services. Employees with access to Student Data shall have signed confidentiality agreements regarding said Student Data. All employees with access to Student Records shall pass criminal background checks.
  - b. **Destruction of Data.** Provider shall destroy or delete all Personally Identifiable Data contained in Student Data and obtained under the DPA when it is no longer needed for the purpose for which it was obtained or transfer said data to LEA or LEA's designee, according to a schedule and procedure as the parties may reasonable agree. Nothing in the DPA authorizes Provider to maintain personally identifiable data beyond the time period reasonably needed to complete the disposition.
  - c. **Security Protocols.** Both parties agree to maintain security protocols that meet industry best practices in the transfer or transmission of any data, including ensuring that data may only be viewed or accessed by parties legally allowed to do so. Provider shall maintain all data obtained or generated pursuant to the DPA in a secure computer environment and not copy, reproduce, or transmit data obtained pursuant to the DPA, except as necessary to fulfill the purpose of data requests by LEA. The foregoing does not limit the ability of the Provider to allow any necessary service providers to view or access data as set forth in Article IV, section 4.
  - d. **Employee Training.** The Provider shall provide recurring, periodic (no less than annual, with additional sessions as needed throughout the year to address relevant issues/changes, such as (but not necessarily limited to) new or evolving security threats, changes to security protocols or practices, changes to software and/or hardware, identified vulnerabilities, etc.) security training to those of its employees who operate or have access to the system. Such trainings must be tailored to the Provider's business and cover, but not necessarily be limited to, the following topics: common types of attackers (e.g., cyber criminals, hacktivists, government sponsored groups, inside threats, etc.); common types of attacks (e.g., social engineering, spoofing, phishing, etc.) and how the information sought is typically used; identifying threats, avoiding threats, physical security and environmental controls; internal policies and procedures; and safe internet habits. Further, Provider shall provide LEA with contact information of an employee who LEA may contact if there are any security concerns or questions.

- e. **Security Technology.** When the service is accessed using a supported web browser, Secure Socket Layer (“SSL”), or equivalent technology shall be employed to protect data from unauthorized access. The service security measures shall include server authentication and data encryption. Provider shall host data pursuant to the DPA in an environment using a firewall that is periodically updated according to industry standards.
- f. **Security Coordinator.** Provider shall provide the name and contact information of Provider’s Security Coordinator for the Student Data received pursuant to the DPA.
- g. **Subprocessors Bound.** Provider shall enter into written agreements whereby Subprocessors agree to secure and protect Student Data in a manner consistent with the terms of this Article V. Provider shall periodically conduct or review compliance monitoring and assessments of Subprocessors to determine their compliance with this Article.
- h. **Periodic Risk Assessment.** Provider further acknowledges and agrees to conduct periodic risk assessments and remediate any identified security and privacy vulnerabilities in a timely manner.
- i. **Backups.** Provider agrees to maintain backup copies, backed up at least daily, of Student Data in case of Provider’s system failure or any other unforeseen event resulting in loss of Student Data or any portion thereof.
- j. **Audits.** At least once a year, except in the case of a verified breach, the Provider will allow the LEA to audit the security and privacy measures that are in place to ensure protection of the Student Record or any portion thereof, subject to reasonable time and manner restrictions. The Provider will cooperate reasonably with the LEA and any state or federal agency with oversight authority/jurisdiction in connection with any audit or investigation of the Provider and/or delivery of Services to students and/or LEA, and shall provide reasonable access to the Provider’s facilities, staff, agents and LEA’s Student Data and all records pertaining to the Provider, LEA and delivery of Services to the Provider.
- k. **New Hampshire Specific Data Security Requirements.** The Provider agrees to the following privacy and security standards from “the Minimum Standards for Privacy and Security of Student and Employee Data” from the New Hampshire Department of Education. Specifically, the Provider agrees to:
  - (1) Limit system access to the types of transactions and functions that authorized users, such as students, parents, and LEA are permitted to execute;
  - (2) Limit unsuccessful logon attempts;
  - (3) Employ cryptographic mechanisms to protect the confidentiality of remote access sessions;
  - (4) Authorize wireless access prior to allowing such connections;
  - (5) Create and retain system audit logs and records to the extent needed to enable the monitoring, analysis, investigation, and reporting of unlawful or unauthorized system activity;

- (6) Ensure that the actions of individual system users can be uniquely traced to those users so they can be held accountable for their actions;
- (7) Establish and maintain baseline configurations and inventories of organizational systems (including hardware, software, firmware, and documentation) throughout the respective system development life cycles;
- (8) Restrict, disable, or prevent the use of nonessential programs, functions, ports, protocols, and services;
- (9) Enforce a minimum password complexity and change of characters when new passwords are created;
- (10) Perform maintenance on organizational systems;
- (11) Provide controls on the tools, techniques, mechanisms, and personnel used to conduct system maintenance;
- (12) Ensure equipment removed for off-site maintenance is sanitized of any Student Data in accordance with NIST SP 800-88 Revision 1;
- (13) Protect (i.e., physically control and securely store) system media containing Student Data, both paper and digital;
- (14) Sanitize or destroy system media containing Student Data in accordance with NIST SP 800-88 Revision 1 before disposal or release for reuse;
- (15) Control access to media containing Student Data and maintain accountability for media during transport outside of controlled areas;
- (16) Periodically assess the security controls in organizational systems to determine if the controls are effective in their application and develop and implement plans of action designed to correct deficiencies and reduce or eliminate vulnerabilities in organizational systems;
- (17) Monitor, control, and protect communications (i.e., information transmitted or received by organizational systems) at the external boundaries and key internal boundaries of organizational systems;
- (18) Deny network communications traffic by default and allow network communications traffic by exception (i.e., deny all, permit by exception);
- (19) Protect the confidentiality of Student Data at rest;
- (20) Identify, report, and correct system flaws in a timely manner;

- (21) Provide protection from malicious code (i.e. Antivirus and Antimalware) at designated locations within organizational systems;
- (22) Monitor system security alerts and advisories and take action in response; and
- (23) Update malicious code protection mechanisms when new releases are available.

2. **Data Breach.** In the event that Student Data is accessed or obtained by an unauthorized individual, Provider shall provide notification to LEA as soon as practicable and no later than within ten (10) days of the incident. Provider shall follow the following process:

- a. The security breach notification shall be written in plain language, shall be titled “Notice of Data Breach,” and shall present the information described herein under the following headings: “What Happened,” “What Information Was Involved,” “When it Occurred,” “What We Are Doing,” “What You Can Do,” and “For More Information.” Additional information may be provided as a supplement to the notice.
- b. The security breach notification described above in section 2(a) shall include, at a minimum, the following information:
  - i. The name and contact information of the reporting LEA subject to this section.
  - ii. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
  - iii. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.
  - iv. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided.
  - v. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
  - vi. The estimated number of students and teachers affected by the breach, if any.
- c. At LEA’s discretion, the security breach notification may also include any of the following:
  - i. Information about what the agency has done to protect individuals whose information has been breached.
  - ii. Advice on steps that the person whose information has been breached may take to protect himself or herself.
- d. Provider agrees to adhere to all requirements in the New Hampshire Data Breach law and in federal law with respect to a data breach related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.
- e. Provider further acknowledges and agrees to have a written incident response plan that

reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Student Data or any portion thereof, including personally identifiable information and agrees to provide LEA, upon request, with a copy of said written incident response plan.

- f. At the request and with the assistance of the District, Provider shall notify the affected parent, legal guardian or eligible pupil of the unauthorized access, which shall include the information listed in subsections (b) and (c), above.

**ARTICLE VI: MISCELLANEOUS**

- 1. **Term.** The Provider shall be bound by this DPA for so long as the Provider maintains any Student Data. Notwithstanding the foregoing, Provider agrees to be bound by the terms and obligations of this DPA for three (3) years.
- 2. **Termination.** In the event that either party seeks to terminate this DPA, they may do so by mutual written consent and as long as any service agreement or terms of service, to the extent one exists, has lapsed or has been terminated.

The LEA may terminate this DPA and any service agreement or contract with the Provider if the Provider breaches any terms of this DPA.

- 3. **Effect of Termination Survival.** If the DPA is terminated, the Provider shall destroy all of LEA's data pursuant to Article V, section 1(b).
- 4. **Priority of Agreements.** This DPA shall govern the treatment of student records in order to comply with the privacy protections, including those found in FERPA, IDEA, COPPA, PPRA, RSA 189:1-e and 189:65-69; RSA 186; NH Admin. Code Ed. 300 and NH Admin. Code Ed. 1100. In the event there is conflict between the terms of the DPA and any other writing, such as service agreement or with any other bid/RFP, terms of service, privacy policy, license agreement, or writing, the terms of this DPA shall apply and take precedence. Except as described in this paragraph herein, all other provisions of any other agreement shall remain in effect.
- 5. **Notice.** All notices or other communication required or permitted to be given hereunder must be in writing and given by personal delivery, facsimile or e-mail transmission (if contact information is provided for the specific mode of delivery), or first class mail, postage prepaid, sent to the designated representatives below.

The designated representative for the Provider for this Agreement is:

Name	_____
Title	_____
Address	_____
Telephone Number	_____
Email	_____

The designated representative for the LEA for this Agreement is:

Name \_\_\_\_\_  
Title \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone Number \_\_\_\_\_  
Email \_\_\_\_\_

6. **Entire Agreement.** This DPA constitutes the entire agreement of the parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the parties relating thereto. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both parties. Neither failure nor delay on the part of any party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.
  
7. **Severability.** Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.
  
8. **Governing Law; Venue and Jurisdiction.** THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW HAMPSHIRE, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS OF Enter the County of LEA COUNTY FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS DPA OR THE TRANSACTIONS CONTEMPLATED HEREBY.
  
9. **Authority.** Provider represents that it is authorized to bind to the terms of this Agreement, including confidentiality and destruction of Student Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Student Data and/or any portion thereof, or may own, lease or control equipment or facilities of any kind where the Student Data and portion thereof stored, maintained or used in any way.

10. **Waiver.** No delay or omission of the LEA to exercise any right hereunder shall be construed as a waiver of any such right and the LEA reserves the right to exercise any such right from time to time, as often as may be deemed expedient.

11. **Multiple Counterparts:** This Agreement may be executed in any number of identical counterparts. If so executed, each of such counterparts shall constitute this Agreement. In proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

#### ARTICLE VII- GENERAL OFFER OF TERMS

Provider may, by signing the attached Form of General Offer of Privacy Terms (General Offer, attached hereto as Exhibit "E"), be bound by the terms of this to any other school district who signs the acceptance in said Exhibit.

*[Signature Page Follows]*



**IN WITNESS WHEREOF**, the parties have executed this New Hampshire Student Data Privacy Agreement as of the last day noted below.

Enter the Name of the LEA

By: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_

Title/Position: \_\_\_\_\_

Enter the Name of the Company

By: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_

Title/Position: \_\_\_\_\_

**EXHIBIT "A"**

**DESCRIPTION OF SERVICES**

Enter a detailed description of services.

**EXHIBIT “B”**  
**SCHEDULE OF DATA**

Category of Data	Elements	Check if used by your system
Application Technology Meta Data	IP Addresses of users, Use of cookies etc.	
	Other application technology meta data-Please specify:	
Application Use Statistics	Meta data on user interaction with application	
Assessment	Standardized test scores	
	Observation data	
	Other assessment data-Please specify:	
Attendance	Student school (daily) attendance data	
	Student class attendance data	
Communications	Online communications that are captured (emails, blog entries)	
Conduct	Conduct or behavioral data	
Demographics	Date of Birth	
	Place of Birth	
	Gender	
	Ethnicity or race	
	Language information (native, preferred or primary language spoken by student)	
	Other demographic information-Please specify:	
Enrollment	Student school enrollment	
	Student grade level	
	Homeroom	
	Guidance counselor	
	Specific curriculum programs	
	Year of graduation	
	Other enrollment information-Please specify:	
Parent/Guardian Contact Information	Address	
	Email	
	Phone	
Parent/Guardian ID	Parent ID number (created to link parents to students)	
Parent/Guardian	First and/or Last	

Category of Data	Elements	Check if used by your system
Name		
Schedule	Student scheduled courses	
	Teacher names	
Special Indicator	English language learner information	
	Low income status	
	Medical alerts	
	Student disability information	
	Specialized education services (IEP or 504)	
	Living situations (homeless/foster care)	
	Other indicator information-Please specify:	
Category of Data	Elements	Check if used by your system
Student Contact Information	Address	
	Email	
	Phone	
Student Identifiers	Local (School district) ID number	
	State ID number	
	Vendor/App assigned student ID number	
	Student app username	
	Student app passwords	
Student Name	First and/or Last	
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	
Student Survey Responses	Student responses to surveys or questionnaires	
Student work	Student generated content; writing, pictures etc.	

Category of Data	Elements	Check if used by your system
	Other student work data - Please specify:	
Transcript	Student course grades	
	Student course data	
	Student course grades/performance scores	
	Other transcript data -Please specify:	

Category of Data	Elements	Check if used by your system
Transportation	Student bus assignment	
	Student pick up and/or drop off location	
	Student bus card ID number	
	Other transportation data - Please specify:	
Other	Please list each additional data element used, stored or collected by your application	

## EXHIBIT “C”

### DEFINITIONS

**De-Identifiable Information (DII):** De-Identification refers to the process by which the Vendor removes or obscures any Personally Identifiable Information (“PII”) from student records in a way that removes or minimizes the risk of disclosure of the identity of the individual and information about them. The Provider’s specific steps to de-identify the data will depend on the circumstances, but should be appropriate to protect students. Some potential disclosure limitation methods are blurring, masking, and perturbation. De-identification should ensure that any information when put together cannot indirectly identify the student, not only from the viewpoint of the public, but also from the vantage of those who are familiar with the individual.

**NIST 800-63-3:** Draft National Institute of Standards and Technology (“NIST”) Special Publication 800-63-3 Digital Authentication Guideline.

**Personally Identifiable Information (PII):** The terms “Personally Identifiable Information” or “PII” shall include, but are not limited to, student data, metadata, and user or pupil-generated content obtained by reason of the use of Provider’s software, website, service, or app, including mobile apps, whether gathered by Provider or provided by LEA or its users, students, or students’ parents/guardians. PII includes, without limitation, at least the following:

First Name	Home Address
Last Name	Subject
Telephone Number	Email Address
Discipline Records	Test Results
Special Education Data	Juvenile Dependency Records
Grades	Evaluations
Criminal Records	Medical Records
Health Records	Social Security Number
Biometric Information	Disabilities
Socioeconomic Information	Food Purchases
Political Affiliations	Religious Information
Text Messages	Documents
Student Identifiers	Search Activity
Photos	Voice Recordings
Videos	Date of Birth
Grade	Classes
Place of birth	Social Media Address
Unique pupil identifier	
Credit card account number, insurance account number, and financial services account number	
Name of the student's parents or other family members	

General Categories:

Indirect Identifiers: Any information that, either alone or in aggregate, would allow a reasonable person to be able to identify a student to a reasonable certainty

Information in the Student's Educational Record

Information in the Student's Email

**Provider:** For purposes of the DPA, the term "Provider" means provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of pupil records.

**Pupil Generated Content:** The term "pupil-generated content" means materials or content created by a pupil during and for the purpose of education including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of pupil content.

**Pupil Records:** Means both of the following: (1) Any information that directly relates to a pupil that is maintained by LEA and (2) any information acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other local educational LEA employee.

**School Official:** For the purposes of this Agreement and pursuant to 34 CFR 99.31 (B), a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of education records; and (3) Is subject to 34 CFR 99.33(a) governing the use and re-disclosure of personally identifiable information from student records. The definition of "school official" encompasses the definition of "authorized school personnel" under 603 CMR 23.02.

**Student Data:** Student Data includes any data, whether gathered by Provider or provided by LEA or its users, students, or students' parents/guardians, that is descriptive of the student including, but not limited to, information in the student's educational record or email, first and last name, home address, telephone number, email address, or other information allowing online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, food purchases, political affiliations, religious information, text messages, documents, the name of the student's parents or other family members, place of birth, social media address, unique pupil identifier, and credit card account number, insurance account number, and financial services account number, student identifiers, search activity, photos, voice recordings or geolocation information. Student Data shall constitute Pupil Records for the purposes of this Agreement, and for the purposes of New Hampshire and Federal laws and regulations. Student Data as specified in Exhibit B is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not constitute that information that has been anonymized or de-identified, or anonymous usage data regarding a student's use of Provider's services.

**Subscribing LEA:** An LEA that was not party to the original Services Agreement and who accepts the Provider's General Offer of Privacy Terms.

**Subprocessor:** For the purposes of this Agreement, the term “Subprocessor” (sometimes referred to as the “Subcontractor”) means a party other than LEA or Provider, who Provider uses for data collection, analytics, storage, or other service to operate and/or improve its software, and who has access to PII.

**Targeted Advertising:** Targeted advertising means presenting an advertisement to a student where the selection of the advertisement is based on student information, student records or student generated content or inferred over time from the usage of the Provider’s website, online service or mobile application by such student or the retention of such student’s online activities or requests over time.

**Third Party:** The term “Third Party” means an entity that is not the provider or LEA.

**EXHIBIT "D"**

**DIRECTIVE FOR DISPOSITION OF DATA**

Enter the Name of the LEA  directs  Enter the Name of the  Company to dispose of data obtained by Company pursuant to the terms of the DPA between LEA and Provider. The terms of the Disposition are set forth below:

1. Extent of Disposition

Disposition is partial. The categories of data to be disposed of are set forth below or are found in an attachment to this Directive:

Insert Categories of Data

Disposition is Complete. Disposition extends to all categories of data.

2. Nature of Disposition

Disposition shall be by destruction or deletion of data.

Disposition shall be by a transfer of data. The data shall be transferred to the following site as follows:

Insert or attach special instructions

3. Timing of Disposition

Data shall be disposed of by the following date:

As soon as commercially practicable

By

4. Signature

\_\_\_\_\_  
(Authorized Representative of LEA)

\_\_\_\_\_  
Date

5. Verification of Disposition of Data

\_\_\_\_\_  
Authorized Representative of Company

\_\_\_\_\_  
Date



**OPTIONAL: EXHIBIT "F"**  
**DATA SECURITY REQUIREMENTS**

Having robust data security policies and controls in place are the best ways to ensure data privacy. Please answer the following questions regarding the security measures in place in your organization:

1. Does your organization have a data security policy?  Yes  No

If yes, please provide it.

2. Has your organization adopted a cybersecurity framework to minimize the risk of a data breach? If so which one(s):

- ISO 27001/27002  
 CIS Critical Security Controls  
 NIST Framework for Improving Critical Infrastructure Security  
 Other: \_\_\_\_\_

3. Does your organization store any customer data outside the United States?  Yes  No

4. Does your organization encrypt customer data both in transit and at rest?  Yes  No

5. Please provide the name and contact info of your Chief Information Security Officer (CISO) or the person responsible for data security should we have follow-up questions.

Name: \_\_\_\_\_

Contact information: \_\_\_\_\_

6. Please provide any additional information that you desire.

SDPC: Export Data

Company Name	Resource Name	Status	Agreement Type	Approved On	Expires On	Terms of Service	Privacy Policy
ABCya!	ABCya!	New Request				<a href="https://www.abcya.com/terms/">https://www.abcya.com/terms/</a>	<a href="https://www.abcya.com/privacy/">https://www.abcya.com/privacy/</a>
Accelerated Learning Inc.	STEMscopes	New Request				<a href="https://www.assistiveware.com/terms-conditions">https://www.assistiveware.com/terms-conditions</a>	<a href="https://www.assistiveware.com/privacy">https://www.assistiveware.com/privacy</a>
Adobe	Adobe CC	New Request				<a href="https://www.brainpop.com/about/privacy_policy/">https://www.brainpop.com/about/privacy_policy/</a>	<a href="https://www.brainpop.com/about/privacy_policy/">https://www.brainpop.com/about/privacy_policy/</a>
Apple	Team Shake	New Request				<a href="https://www.capstonepub.com/library/service/terms/">https://www.capstonepub.com/library/service/terms/</a>	<a href="https://www.capstonepub.com/library/service/privacy/">https://www.capstonepub.com/library/service/privacy/</a>
AssistiveWare	Proloquo2go	New Request				<a href="https://code.org/tos">https://code.org/tos</a>	<a href="https://code.org/privacy">https://code.org/privacy</a>
BrainPOP	BrainPOP	New Request				<a href="https://www.duolingo.com/terms">https://www.duolingo.com/terms</a>	<a href="https://www.duolingo.com/privacy">https://www.duolingo.com/privacy</a>
Capstone	Pebble Go	New Request					
Code.org	Code.org	New Request					
Duolingo	Duolingo	Declined					
EDPuzzle	EDPuzzle	New Request					
EMS LINQ, Inc.	K12 Payment Center	New Request				<a href="https://legal.flipgrid.com/terms-of-use.html">https://legal.flipgrid.com/terms-of-use.html</a>	<a href="https://legal.flipgrid.com/privacy.html">https://legal.flipgrid.com/privacy.html</a>
Enriching Students	Enriching Students	New Request					
Flipgrid, Inc.	Flipgrid	New Request					
Follett School Solution Inc.	Destiny Library Manager	New Request					
Freckle Education, Inc.	Freckle	Active	NH DPA V1 (With Exhibit)	6/17/2019	6/17/2022	<a href="https://www.freckle.com/terms-of-service/">https://www.freckle.com/terms-of-service/</a>	<a href="https://www.freckle.com/privacy/">https://www.freckle.com/privacy/</a>
FTW	Typing.com	New Request					
Gale Cengage	Gale Cengage	New Request					
Gale Cengage	Gale Cengage	New Request					
Generation Genius	Generation Genius	New Request					
Hobsons	Naviance	New Request					
Houghton Mifflin Harcourt	Fastt Math	New Request				<a href="http://www.hmhco.com/common/terms-conditions">http://www.hmhco.com/common/terms-conditions</a>	<a href="http://www.hmhco.com/common/privacy-policy">http://www.hmhco.com/common/privacy-policy</a>
Houghton Mifflin	Woodcock Johnson	New Request					
Houghton Mifflin	Read 180	New Request					
Houghton Mifflin	System 44	New Request				<a href="https://kahoot.com/terms-and-conditions/">https://kahoot.com/terms-and-conditions/</a>	<a href="https://kahoot.com/privacy-policy/">https://kahoot.com/privacy-policy/</a>
Kahoot!	Kahoot!	New Request					
Kurzweil Education Learning A-Z	Kurzweil 3000 + Raz Kids	New Request					
Learning A-Z	Reading A-Z	New Request				<a href="https://www.mheducation.com/terms-use.html">https://www.mheducation.com/terms-use.html</a>	<a href="https://www.mheducation.com/privacy.html">https://www.mheducation.com/privacy.html</a>
McGraw Hill Education	ALEKS	New Request					

McGraw-Hill Education	connected	New Request	<a href="https://mysteryscience.com/terms">https://mysteryscience.com/terms</a>
Meals Plus	Meals Plus	New Request	<a href="https://www.flocabulary.com/terms-of-use/">https://www.flocabulary.com/terms-of-use/</a>
MIT	MIT app Inventor	New Request	<a href="https://www.flocabulary.com/terms-of-use/">https://www.flocabulary.com/terms-of-use/</a>
Mystery Science, Inc.	Mystery Science	New Request	<a href="https://mysteryscience.com/terms">https://mysteryscience.com/terms</a>
Nearpod	Flocabulary New Hampshire Special Education	New Request	<a href="https://www.flocabulary.com/terms-of-use/">https://www.flocabulary.com/terms-of-use/</a>
New Hampshire Dept. of Educ.	Information System (NHSEIS)	New Request	<a href="https://newsela.com/pages/terms-of-use/">https://newsela.com/pages/terms-of-use/</a>
Newsela	Newsela	New Request	<a href="https://newsela.com/pages/terms-of-use/">https://newsela.com/pages/terms-of-use/</a>
Notable Inc	Kami	New Request	<a href="https://www.kamiapp.com/privacy-policy/">https://www.kamiapp.com/privacy-policy/</a>
Pear Deck, Inc.	Pear Deck	New Request	<a href="https://github.com/peardeck/policies/blob/master/privacy-policy.md">https://github.com/peardeck/policies/blob/master/privacy-policy.md</a>
Pearson Education, Inc	Pearson Realize	New Request	<a href="https://www.kamiapp.com/terms-of-service/">https://www.kamiapp.com/terms-of-service/</a>
Pearson Education, Inc.	Pearson SuccessNet	New Request	<a href="https://github.com/peardeck/policies/blob/master/privacy-policy.md">https://github.com/peardeck/policies/blob/master/privacy-policy.md</a>
Pearson Education, Inc.	Pearson Clinical Q-	New Request	<a href="https://www.kamiapp.com/terms-of-service/">https://www.kamiapp.com/terms-of-service/</a>
Plickers Inc.	Global Plickers	New Request	<a href="https://www.kamiapp.com/terms-of-service/">https://www.kamiapp.com/terms-of-service/</a>
PowerSchool Group, LLC	PowerSchool	New Request	<a href="https://www.powerschool.com/terms/">https://www.powerschool.com/terms/</a>
Prentke Romich Company	LAMP - Words For SNAP Health Center	New Request	<a href="https://www.powerschool.com/terms/">https://www.powerschool.com/terms/</a>
ProMed Software	SNAP Health Center	New Request	<a href="https://www.powerschool.com/terms/">https://www.powerschool.com/terms/</a>
ReadWorks, Inc.	ReadWorks	New Request	<a href="https://www.readworks.org/terms/">https://www.readworks.org/terms/</a>
SAG-AFTRA Foundation	Storyline Online	New Request	<a href="https://www.readworks.org/terms/">https://www.readworks.org/terms/</a>
Salttillo Corp.	TouchChat	New Request	<a href="https://www.readworks.org/terms/">https://www.readworks.org/terms/</a>
Senor Wooly	Senor Wooly	New Request	<a href="https://www.readworks.org/terms/">https://www.readworks.org/terms/</a>
SMARTeacher Inc.	Prodigy	New Request	<a href="https://www.prodigygame.com/terms-conditions/">https://www.prodigygame.com/terms-conditions/</a>
Teacher Innovations, Inc.	Planbook	New Request	<a href="https://www.prodigygame.com/terms-conditions/">https://www.prodigygame.com/terms-conditions/</a>
TreeRing	TreeRing	New Request	<a href="https://www.prodigygame.com/terms-conditions/">https://www.prodigygame.com/terms-conditions/</a>
Trimble	SketchUp	New Request	<a href="https://edu.sketchup.com/edutos.html">https://edu.sketchup.com/edutos.html</a>

[https://help.turnitin.com/Privacy\\_and\\_Security/Privacy\\_and\\_Security.htm?\\_ga=2.108353154.18944852.17.1556818055-270223418.1556818055#Terms\\_of\\_Service](https://help.turnitin.com/Privacy_and_Security/Privacy_and_Security.htm?_ga=2.108353154.18944852.17.1556818055-270223418.1556818055#Terms_of_Service) [https://help.turnitin.com/Privacy\\_and\\_Security/Privacy\\_and\\_Security.htm?\\_ga=2.108353154.18944852.17.1556818055-270223418.1556818055#Privacy](https://help.turnitin.com/Privacy_and_Security/Privacy_and_Security.htm?_ga=2.108353154.18944852.17.1556818055-270223418.1556818055#Privacy)

Turnitin LLC	Turnitin	New Request	
University of Colorado Boulder	Phet interactive simulations	New Request	
VocabularySpellingCity	VocabularySpellingCity	Active	NH DPA V1 (With Exhibit) 6/17/2019 06/17/2022
West Interactive Services	School Messenger	New Request	
Whooo's Reading	Whooo's Reading	New Request	
World Book	World Book	New Request	
XtraMath	XtraMath	New Request	

<https://www.schoolmessenger.com/terms-of-use> <https://www.schoolmessenger.com/privacy-statement>

**HUDSON SCHOOL DISTRICT**  
SAU # 81  
20 Library Street  
Hudson, NH 03051-4240  
phone (603) 883-7765 fax (603) 886-1236

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August 19, 2019

Therapy Travelers  
Kelly Jo Mallars  
355 Redondo Avenue  
Long Beach, CA 90814

Dear KJ:

This contract is an agreement between Therapy Travelers and the Hudson School District to provide contracted speech/language services for the 2019-20 school year.

Speech/language services will be provided not to exceed \$89,775. The hourly rate for services is \$71.25 (7 hours/day, 180 school days). The Hudson School District agrees to pay for services within thirty – forty-five days upon receipt of invoices and proper documentation of services provided. The service provider certifies that they are not currently suspended or debarred from receiving money from the US Federal Government.

Please note that this contract consists of service delivery to students, consultation with staff members, special education team participation, student assessments and progress monitoring, planning, and other duties requested by the school or district-wide administration. The contracted provider will not be paid for any work conducted at home. The Hudson School District will not provide mileage reimbursement or pay for travel time.

The Service Provider agrees not to divulge, reveal or report or use, for any purpose, any confidential information which the Service Provider has obtained or which was disclosed to the Service Provider by the customer. The obligation to protect the confidentiality of the Hudson School District will survive the termination of this Agreement.

The Service Provider is acting as an independent contractor and not as an employee of the Hudson School District in providing the services hereunder and is solely and exclusively responsible for his/her own federal and state income taxes, social security taxes, other employment taxes, unemployment insurance, workman's compensation insurance to the extent required by law and professional liability insurance. The Service Provider shall provide the Hudson School District with a certificate of professional insurance with a minimum of \$1,000,000 per occurrence and certificates for all other insurance required by law. The Service Provider shall not cancel the insurance without thirty (30) days written notice to the Hudson School District.

The Service Provider shall maintain employment records as required by state and federal regulations on all individuals assigned to the District. The Service Provider shall be permitted to employ individuals under a conditional offer of employment. The Service Provider shall promptly submit the names of all individuals who shall be assigned by it to the District, with all properly completed paperwork, a notarized criminal history records release form authorizing the District to request a criminal history records check, a complete set of fingerprints taken by a qualified law enforcement agency or an authorized employee of the District, and payment for the cost of a criminal history records check for each of its listed employees. The District shall be responsible for completing the criminal records history check and shall inform the Service Provider of any individual who does not meet the District's criteria for working in its schools due to an adverse criminal background. The decision of the District shall be final on the matter of suitability for assignment by the Service Provider to the District. All new employees of the Service Provider who are assigned during the term of this Service Provider to work in the District shall be required to pass the criminal records history check in accord with this paragraph.

The Hudson School District may terminate this Agreement at any time without cause and the Hudson School District's sole liability shall be for the costs of services performed up to the date of termination of the Agreement.

The Service Provider shall, at his/her sole expense, he/she will defend, indemnify and save the SAU and its school districts, their boards, officers, agents and employees harmless from any and all claims, demands, damages, losses, costs and expenses of every kind and nature, including but not limited to reasonable attorneys' fees growing out of the negligent, willful, intentional or reckless acts or omissions of the Service Provider in conjunction with their duties under this Agreement. Notwithstanding the foregoing, in no event shall the Service Provider be obligated to defend, indemnify the SAU and its school districts, their boards, officers, agents and employees for any claims, demands, damages, losses, costs and expenses of every kind and nature, including but not limited to reasonable attorneys' fees arising out of or resulting from willful or negligent actions of the SAU and its school districts, their boards, officers, agents and employees.

The Service Provider shall not assign or any way transfer all or any portion of his/her rights, nor delegate any of his/her duties under this Agreement without the prior written consent of the Hudson School District.

Any amendments or modifications of this Agreement by either party will only be binding when evidence in writing signed by each party.

---

Signature – Kelly Jo Mallars

Date

---

Signature –Rachel Borge

Date

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**MEMORANDUM**

**TO:** Hudson School Board  
**FROM:** Stephanie Colton, Benefits Coordinator  
**SUBJECT:** Fall Sports Nominations  
**DATE:** August 19, 2019

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The following nomination has been submitted for the 2019-2020 school year:

**Alvirne High School:**

Assistant/Freshman Football Coach	Jeff Lipsky	\$2,400
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## HUDSON SCHOOL DISTRICT

## Section A for Review 08/02/2019

<b>Code/Title</b>	<b>Category</b>	<b>Detail</b>	<b>Page</b>
AA School District Legal Status	O	revisions in red	1
ABA Volunteer Involvement	R	new	2
AC Non-Discrimination	R	replacing outdated policy	3
ACD Commitment to Religious Neutrality	O	replacing outdated policy	4
ACE Procedural Safeguards: Non-Discrimination on the Basis of Handicap/Disability	P	New	5
AD Philosophy of the School District	R	Adopted 10.01.18 no changes	6
ADB/GBEG Drug-free Workplace & Drug-free Schools	P	replacing outdated policy	7
ADC/GBED/JICG Tobacco Products Ban Use and Possession in and on School Facilities and Grounds	P	replacing outdated policy	10
ADD/EBB Safe Schools	R	New	13
AE Accountability	O	New	15

R: recommended

O: optional

P: priority, required by law



## HUDSON SCHOOL DISTRICT

<b>POLICY NUMBER: AA School District Legal Status</b>	<b>REVISED: ADOPTED: 8/11/2003</b>
<b>Page 1 of 1</b>	

### SCHOOL DISTRICT LEGAL STATUS

The Hudson School District (the District) is a separate and distinct political subdivision of the State of New Hampshire (the State) and is legally organized as a municipal corporation by the State. In accordance with New Hampshire Revised Statutes Annotated (RSA) Chapter 194:1, the geographical boundaries of the Town of Hudson, New Hampshire define and constitute the Hudson School District.<sup>1</sup>

Board policies are established by the Board, which serves as an agent of the District. Funds for school operating expenses are approved by a majority of qualified voters present and voting at the annual School District meeting except that bond issues require a two-thirds vote. (except in those School District which have adopted RSA 40:13. In these districts, a 60% vote is required.)

#### Statutory/Case Law References:

*New Hampshire Constitution, Pt. 2 Article 83*  
*Claremont School District vs. Governor, 138 NH 183 (1993)*  
*RSA Chapter 33, Municipal Finance Act*  
*RSA 194:2, School Districts to be Corporations*  
*RSA 195:6, Powers and Duties of Cooperative School Districts*  
*RSA 197:1, Annual School District Meetings*  
*RSA 40:13, Use of Official Ballot*  
*Clough v. Osgood 37 NH 444 (1935)*  
*\* The majority of state laws on education are in RSA Chapters 186 through 200H.*

**HUDSON SCHOOL DISTRICT**

<p><b>POLICY CODE: ABA</b> <b>Volunteer Involvement</b></p> <p>Page 1 of 1</p>	<p><b>ADOPTED:</b></p>
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*Category R*  
*Also UOC*

The Board shall encourage the involvement of citizens to fulfill the mission of the schools.

NEW

**HUDSON SCHOOL DISTRICT**

<b>POLICY CODE: AC NON-DISCRIMINATION</b>  Page 1 of 1	<b>ADOPTED:</b>
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*Category: Recommended*

*Related Policy: GBA*

*See also Appendix: AC-R*

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

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

The Superintendent or his/her designee will receive all inquiries, complaints, and other communications relative to this policy and the applicable laws and regulations concerned with non-discrimination.

This policy of non-discrimination is applicable to all persons employed or served by the District. Any complaints or alleged infractions of the policy, law or applicable regulations will be processed through the grievance procedure. This policy implements PL 94-142, Section 504 of The Rehabilitation Act of 1973, Title II of The American with Disabilities Act, Title VI or VII of The Civil Rights Act of 1964, Title IX of The Education Amendments of 1972, and the laws of New Hampshire pertaining to non-discrimination.

**Legal References:**

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

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

*The Age Discrimination in Employment Act of 1967*

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

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

*RSA 186:11, XXXIII, Discrimination*

*RSA 275:71, Prohibited Conduct by Employer*

*Ed 306*

**HUDSON SCHOOL DISTRICT**

<b>POLICY CODE: ACD</b> <b>Commitment to Religious Neutrality</b>  Page 1 of 1	<b>ADOPTED:</b>
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*Category: Optional*

**Commitment to Religious Neutrality**

The Board understands that administration and staff must recognize individuals' First Amendment religious rights, subject to reasonable rules and regulations. The Board further recognizes that the United States Constitution's First Amendment imposes two equally important obligations on public schools.

First, schools must not forbid individuals acting on their own from expressing their personal religious views or beliefs. Second, schools may not endorse religious activity or doctrine and school employees may not coerce participation in religious activity.

The Board will act to give individuals the same rights to engage in religious activity and discussion, as they have to engage in other comparable activity. Generally, this means that individuals may pray in a non-disruptive manner during the school day when they are not engaged in school activity and instruction, subject to the same rules as apply to other speech.

All individuals should respect the religious choices and activities of others.

**Legal References:**

*New Hampshire Constitution, Part I, Art. 5*

*20 U.S.C. 7904 (No Child Left Behind Act of 2001)*

*RSA 189:1-b, Freedom of Assembly, Freedom of Religion*

**HUDSON SCHOOL DISTRICT**

<b>POLICY CODE: ACE</b> <b>Procedural Safeguards: Non-discrimination on the Basis of Handicap/Disability</b>  <b>Page 1 of 1</b>	<b>ADOPTED:</b>
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*Category: Priority/Required by Law*

**Procedural Safeguards: Non-discrimination on the Basis of Handicap/Disability**

The school district will ensure that all students with a handicap or disability are provided all necessary procedural safeguards as are required by law. Such procedural safeguards are found in pertinent federal and state laws and regulations. In addition, all staff, students, parents and other interested persons are directed to the New Hampshire Department of Education Procedural Safeguards Handbook.

**Legal References:**

*NH Department of Education Administrative Rules, Ed 1120, Procedural Safeguards  
34 C.F.R. Part 104, Nondiscrimination on the Basis of Handicap  
Section 504 of The Rehabilitation Act of 1973*

**HUDSON SCHOOL DISTRICT**

<b>POLICY: AD</b>	<b>ADOPTED: 10.01.18</b>
Page 1 of 1	

**Philosophy of the School District**

*Category R*

The Board will develop a mission statement for the District. The Board should review and revise the statement annually.

**Legal Reference:**

*NH Code of Administrative Rules, Section Ed. 306.05, School Philosophy, Goals, and Objectives*

Revised: July 2005  
Reviewed: February 2004  
Revised: November 1999  
Revised: July 1998

**HUDSON SCHOOL DISTRICT**

<b>POLICY CODE: ADB/GBEC</b> <b>Drug-Free Workplace &amp; Drug-Free Schools</b>  Page 1 of 3	<b>ADOPTED:</b>
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*Category: Priority-Required by Law*

*Identical Policy: GBEC*

*Related Policy: JICH*

**Drug-Free Workplace & Drug-Free Schools**

**A. Drug-Free Workplace**

1. All District workplaces are drug- and alcohol-free. All individuals are prohibited from:
  - a. Unlawfully manufacturing, dispensing, distributing, possessing, using, or being under the influence of any controlled substance or drug while on or in the workplace, including employees possessing a "medical marijuana" card.
  - b. Distributing, consuming, using, possessing, or being under the influence of alcohol while on or in the workplace.
2. For purposes of this policy, a "controlled substance or drug" means and includes any controlled substance or drug defined in the Controlled Substances Act, 21 U.S.C. § 812(c), or New Hampshire Controlled Drug Act RSA 318-B.
3. For purposes of this policy, "workplace" shall mean the site for the performance of work and will include at a minimum any District building or grounds owned or operated by the District, any school-owned vehicle, and any other school-approved vehicle used to transport students to and from school or school activities. It shall also include off-school property during any school-sponsored or school-approved activity, event or function such as a field trip or athletic event where students are under the jurisdiction, care or control of the District.
4. As a condition of employment, each employee and all contracted personnel will:
  - a. Abide by the terms of this policy respecting a drug- and alcohol-free workplace, including any administrative rules, regulations or procedures implementing this policy; and
  - b. Notify his or her supervisor of his or her conviction under any criminal drug statute, for a violation occurring on District premises or while performing work for the District, no later than five (5) days after such conviction.
5. In order to make employees aware of dangers of drug and alcohol abuse, the District will endeavor to:

- a. Provide each employee with a copy of the District drug- and alcohol-free workplace policy;
- b. Post notice of the District drug- and alcohol-free workplace policy in a place where other information for employees is posted;
- c. Establish a drug-free awareness program to educate employees about the dangers of drug abuse and drug use in the work place, the specifics of this policy, including, the consequences for violating the policy, and any information about available drug and alcohol counseling, rehabilitation, reentry, or other employee-assistance programs.

**B. District Action Upon Violation of Policy**

An employee who violates this policy may be subject to disciplinary action; up to and including termination of employment. Alternatively, the Board may require an employee to successfully complete an appropriate drug- or alcohol-abuse, employee-assistance rehabilitation program.

The Board will take disciplinary action with respect to an employee convicted of a drug offense in the workplace, within thirty (30) days of receiving notice of a conviction. Should District employees or contracted personnel be engaged in the performance of work under a federal contract or grant, or under a state contract or grant, the Superintendent will notify the appropriate state or federal agency from which the District receives contract or grant moneys of an employee/contracted personnel's conviction, within ten (10) days after receiving notice of the conviction.

The processes for disciplinary action shall be those provided generally to other misconduct for the employee/contractor personnel as may be found in applicable collective bargaining agreements, individual contracts, School Board policies, contractor agreements, and or governing law. Disciplinary action should be applied consistently and fairly with respect to employees of the District and/or contractor personnel as the case may be.

**C. Drug-Free School Zone**

Pursuant to New Hampshire's "Drug-Free School Zone" law (RSA Chapter 193-B), it is unlawful for any person to manufacture, sell prescribe administer, dispense, or possess with intent to sell, dispense or compound any controlled drug or its analog, within a "drug-free school zone". The Superintendent is directed to assure that the District is and remains in compliance with the requirements of RSA 193-B, I, and N.H. Ed. Part 316 with respect to establishment, mapping and signage of the drug-free zone around each school of the District.

Examples of reasonable care include but are not limited to:

- Keeping prescribed medications in a locked desk drawer or cabinet
- Keeping prescribed medications in a locked cabinet in the teacher's lounge upon availability
- Keeping prescribed medications in an area that is not accessible to students
- Employees personal bags containing prescribed and/or over the counter medications should be kept in a secure, locked area out of the reach of students. Employees always have the option of keeping their prescribed medications in the nurse's area.



**D. Implementation and Review**

a. The Superintendent is directed to promulgate administrative procedures and rules necessary and appropriate to implement the provisions of this policy.

b. In order to maintain a drug-free workplace, the Superintendent will perform a biennial review of the implementation of this policy. The review shall be designed to (i) determine and assure compliance with the notification requirements of section A.5.a, b and d; (ii) determine the effectiveness of programs established under paragraph A.5.c above; (iii) ensure that disciplinary sanctions are consistently and fairly enforced; and (iv) and identify any changes required, if any.

**Legal References:**

- *41 U.S.C. §101, et. Seq. - Drug-free workplace requirements for Federal contractors, and Federal grant recipients*
- *RSA Chapter 193-B Drug Free School Zones*
- *N.H. Admin. Code, Ed. Part 316*

HUDSON SCHOOL DISTRICT

<b>POLICY CODE: ADC/GBED/JICG</b> <b>Tobacco Products Ban Use and Possession in and on School Facilities and Grounds</b>  Page 1 of 2	<b>ADOPTED:</b>
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*Category: Priority/Required by Law*  
*Same Policy: GBED & JICG*

**Tobacco Products Ban Use and Possession in and on School Facilities and Grounds**

State law prohibits the use of any tobacco product, E-cigarette, or liquid nicotine in any facility or upon any grounds maintained by the District. Students and minors are further prohibited from possessing such items in or upon any facility, school vehicle, or grounds owned or maintained by the District.

**A. Definitions.**

**"Tobacco product(s)"** means any product containing tobacco including, but not limited to, cigarettes, smoking tobacco, cigars, chewing tobacco, snuff, pipe tobacco, smokeless tobacco, and smokeless cigarettes, as well as any other product or item included in RSA 126-K:2, XI as the same may be amended or replaced from time-to-time.

**"E-cigarette"** means any electronic smoking device composed of a mouthpiece, a heating element, a battery, and electronic circuits that provides a vapor of pure nicotine mixed with propylene glycol to the user as the user simulates smoking. This term shall include such devices whether they are manufactured as e-cigarettes, e-cigars, or e-pipes, or under any other product name as well as any other product or item included in RSA 126-K:2, II-a as the same may be amended or replaced from time-to-time.

**"Liquid nicotine"** means any liquid product composed either in whole or in part of pure nicotine and propylene glycol and manufactured for use with e-cigarettes, as well as any other product or item included in RSA 126-K:2, III-a as the same may be amended or replaced from time-to-time.

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

**B. Students**

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

Enforcement of the prohibition against students shall initially rest with building principals, or their

designees, who may also report any violation to law enforcement, for possible juvenile, criminal or other proceedings as provided under state law. Additional consequences may be administered pursuant to printed student conduct rules.

**C. Employees**

No employee shall use any tobacco product, E-cigarette, or liquid nicotine, in any facility, in any school vehicle or anywhere on school grounds maintained by the District.

Initial responsibility for enforcement of this prohibition shall rest with building principals, or their designees. Any employee(s) who violate(s) this policy is subject to disciplinary action which may include warning, suspension or dismissal. Violations may also be referred to appropriate law enforcement and/or other appropriate agencies for criminal or other proceedings as provided under state law.

**D. All other persons**

No visitor, contractor, vendor or other member of the public, shall use any tobacco product, E-cigarette, or liquid nicotine in any facility, in any school vehicle, or anywhere on school grounds maintained by the District.

The building principal(s), and where appropriate, other site supervisor (athletic director, vehicle driver, etc.), or their designee(s), shall have the initial responsibility to enforce this section, by requesting that any person who is violating this policy to immediately cease the use of tobacco products, E-cigarette or liquid nicotine. After this request is made, if any person refuses to refrain from using such products in violation of this policy, the principal, site supervisor, or designee may call contact the appropriate law enforcement agency(ies) for possible criminal or other proceedings as provided under state law.

**E. Implementation and Notice - Administrative Rules and Procedures.**

The Superintendent shall establish administrative rules and procedures to implement this policy, which rules and procedures may be building level and/or district-wide. Rules and procedures relating to student violations and resulting disciplinary consequences should be developed in consultation with building principal(s).

The Superintendent, working with the building principal(s), shall provide annual notice to employees, students and parents of the pertinent provisions of this policy (e.g., student or staff handbook) along with applicable administrative regulations and procedures, which may include prescribed consequences for violations of this policy. Such notice should include information that violation of this Policy could lead to criminal or other such proceedings.

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

**Legal References:**

- *RSA 155:64 - 77, Indoor Smoking Act*
- *RSA 126-K:2, Definitions*
- *RSA 126-K:6, Possession and Use of Tobacco Products by Minors*
- *RSA 126-K:7, Use of Tobacco Products on Public Educational Grounds Prohibited*

**Legal References Disclaimer:** *These references are not intended to be considered part of this policy, nor should they be taken as a comprehensive statement of the legal basis for the Board*

*to enact this policy, nor as a complete recitation of related legal authority. Instead, they are provided as additional resources for those interested in the subject matter of the policy.*

**HUDSON SCHOOL DISTRICT**

<b>POLICY CODE: ADD/EBB</b> Safe Schools  Page 1 of 2	<b>ADOPTED:</b>
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*Category: Recommended See also EB, JICK*

**Safe Schools**

The Board recognizes that effective learning and teaching takes place in a safe, secure and welcoming environment and that safe schools contribute to improved attendance, increased student achievement and community support. To that end, the Board directs the superintendent to develop a safe schools plan that includes:

1. Procedures that address the supervision and security of school buildings and grounds.
2. Procedures that address the safety and supervision of students during school hours and school-sponsored activities.
3. Procedures that address persons visiting school buildings and attending school-sponsored activities.
4. Training programs for staff and students in crisis prevention and management.
5. Training programs for staff and students in emergency response procedures that include practice drills.
6. Training programs for staff and students in how to recognize and respond to behavior or other information that may indicate impending violence or other safety problems.
7. Training and support for students that aims to relieve the fear, embarrassment and peer pressure associated with reporting behavior that may indicate impending violence or other safety problems.
8. Procedures for safe, confidential reporting of security and safety concerns at each school building.
9. Procedures for regular assessments by school security/safety professionals and law enforcement officers to evaluate the security needs of each school building and to provide recommendations for improvements if necessary.

10. Procedures for regular assessments by school climate professionals to determine whether students feel safe and to provide recommendations for improvements in school climate at each district building.

11. Procedures to provide for regular communications between district officials, law enforcement officers, fire department officials, city and county officials and local medical personnel to discuss crisis prevention and management strategies, including involvement by these parties in the development and revision of crisis prevention and management plans.

12. Training programs for staff and students in safety precautions and procedures related to fire prevention, natural disaster response, accident prevention, public health, traffic, bicycle and pedestrian safety, environmental hazards, civil defense, classroom and occupational safety, and special hazards associated with athletics and other extracurricular activities.

13. Procedures for the reporting of criminal activity to law enforcement. Each building principal shall be responsible for the supervision and implementation of the safe school program at his or her school. The principal shall submit annually, in the manner and by the date specified by the State Board of Education, a written report to the Board of Education concerning the learning environment in the school during that school year. The report shall contain, at a minimum, the information required by law.

**Legal References:**

*RSA 193-D, Safe School Zones*

*RSA 193-F, Pupil Safety and Violence Prevention*

*NH Code of Admin. Rule. Section Ed. 306.04(a)(2), Promoting School Safety*

**HUDSON SCHOOL DISTRICT**

<b>POLICY CODE: AE</b>  Page 1 of	<b>ADOPTED:</b>
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*Category: Optional*

**Accountability**

The Board directs the Superintendent to establish an accountability system in order to collect data needed for evaluation of the district's compliance with state and federal laws on school accountability.

The Superintendent will ensure that the district's statistical reports are filed in a timely manner with the New Hampshire Department of Education.

**Legal Reference:**

*RSA 189:28, Statistical Reports; Failure to File Reports*

*RSA 193-H:4, Local Education Improvement Plan; Strategic Responses*

*NH Code of Administration Rules, Section Ed. 306.23, Statistical Reports; Accountability*

Hudson School District  
Hudson School Board Meeting

Present:

Mr. Malcolm Price, Board Chair  
Dr. Darcy Orellana, Board Vice Chair  
Mr. Gary Gasdia  
Ms. Diana LaMothe  
Ms. Kara Roy  
Mr. Lawrence Russell, Superintendent  
Ms. Mary Wilson, Assistant Superintendent  
Ms. Karen Burnell, Business Administrator  
Mr. Jack Gasdia, Student Representative

- A. Call to Order:** Chairman Malcolm Price called the meeting to order.
- Mr. Russell led the meeting in the Pledge of Allegiance.
- B. Public Input:** There was no public input.
- C. Presentations to the Board:** There were no presentations to the board.
- D. Requests of the Board:** There were no requests of the board.
- E. Old Business**
1. Policies (2<sup>nd</sup> readings)
    - a) DBJ Transfer of Appropriations
    - b) DFA Investment
    - c) DIE Audits
    - d) DIH Fraud Prevention and Fiscal Management
    - e) DJC Petty Cash Accounts
    - f) DKA Payroll Procedures
    - g) DKC Expense Reimbursements
    - h) DM Cash in School Buildings
    - i) DN Equipment and Supplies Sales

Ms. Burnell presented the policies and asked if there were any questions. There were no questions. Ms. Burnell stated that the auditors were pleased that we are updating these policies.

***Ms. LaMothe moved to approve the revised policies. Second by Mr. Gasdia. Motion passed 4-0.***

- F. New Business**
1. Budget Transfer SB #1:  
Ms. Burnell presented the transfer to the school board for the Special Services Department, as it relates to our summer program. Summer school needed speech and language and OT/PT services from an outside vendor. Mr. Russell explained why the transfer was necessary.



***Dr. Orellana moved to approve Budget Transfer SB #1. Second by Ms. LaMothe. Motion passed 4-0.***

2. Letter of Resignation: Ms. Wilson presented the resignation letter of Melissa Tse. Interviews already in progress for her position at the high school. Mr. Gasdia asked in what context she's leaving? She accepted a position in another district for more money. Mr. Price dislikes when the resignations come in August. Can we have repercussions when they leave after they signed a contract? HFT – this can be discussed when they go to negotiations. Mr. Gasdia voiced his concerns as well, every meeting we have, this continues to happen all summer long. Dr. Orellana stated the letter was received July 25<sup>th</sup>. We need to revisit these late summer resignations. The board would like to see language in the next contract to discourage people from just walking out on a contract.  
Dr. Orellana would like to be revisit this topic.  
**There was no motion.**

**G. Recommended Action**

1. Manifests – Recommended action: Make necessary corrections and sign.
2. Minutes – Recommended action: Review and approve.
  - a) 07.22.19 Draft Minutes (LR): Attachment # 4 -Mr. Russell handed out a corrected format. Data Retention policy was removed. Consequences should be at J. Second reading will have all the supporting document and the IT director will attend. The board will get the second reading ahead of time along with all the supporting documents. Data security could be added to 'Non-public session. The agenda will be altered for the next meeting.
  - b) 07.26.19 Draft Minutes (LR): Attachment # 5 – Ms. LaMothe asked if there was going to be a vote on the Strategic Plan revisions. Approving the Strategic Plan will require a vote. Dr. Orellana stated that on Letter M during the non-public session – Dr. Orellana actually voted YES on both of them. Mr. Price voted no. The distribution stayed the same.

***Ms. LaMothe moved to approve the amended minutes. Second by Mr. Gasdia. Motion passed 4-0.***

***Dr. Orellana moved to approve the minutes from the School Board retreat on July 26, 2019. Second by Ms. LaMothe. Motion passed 4-0.***

**H. Legislative Updates:** - Nothing on the docket right now.

**I. Committee Reports**

1. Parking Lot Concept: Ms. LaMothe explained the concept of a parking lot – you have an agenda for the meeting, but other people have ideas that may not be relevant for the current meeting, but for the future. These ideas would be put off to the side of the agenda – create a place to document these ideas for future agenda items or for future brainstorming. We could name it something besides 'Parking Lot'. It would be open to the public for viewing. Ms. LaMothe presented a PowerPoint she put together for the board to see her ideas on this and how it would work. Mr. Russell will look to see if this is something we can implement. Dr. Orellana likes the idea but asked how long does something stay in the 'parking lot' before it's talked about? Ms. Roy suggested it be kept a live document; review it periodically. Mr. Gasdia stated 'parking lot' is when you are having the conversation and it's similar so you 'park' it. They can get large and someone would need to manage it. Ms. Burnell asked if this is something that would be discussed at every meeting? Is it something that would require a vote from the board at each meeting? Mr. Russell will look into this.

**J. Correspondence:** There is no correspondence from the selectmen. Dr. Orellana went to the last selectmen's meeting and they welcomed the collaboration of the board. Ms. Roy will send out some dates and see what works best for everyone.

**K. Board Member Comments**

Jack Gasdia: We are now into August. School will be starting soon. Students are getting back into school mode. Students are doing different school activities. Saw summer Shakespeare. Production at the HS. Band camp is next week. Students are finishing up their summer work but they are concerned about what school supplies they are going to need on the first day of school. Would like to know ahead of time instead of waiting to hear from the teachers and have to go shopping that evening.

Ms. LaMothe: The CTE groundbreaking celebration is this Wednesday, August 7<sup>th</sup> at 6pm. There will be refreshments. It will be a great occasion to celebrate all the work that's gone into the planning and making this happen. It will be held rain or shine.

Mr. Gasdia: Parents are in back-to-school mode as well. They are asking a ton of questions and if we can get any information out to them, the sooner the better. Open houses overlap. High school and middle school are on the same evening at the same time. Mentioned a parent was going to buy his 7<sup>th</sup> grader a laptop, unaware that the 7<sup>th</sup> graders would be receiving laptops. The websites still show last year's information.

Dr. Orellana: Not able to attend the groundbreaking. Social/emotional learning is critical, especially with what's been on TV these past few days. She thanked the district for the education they provide on this. Safety should be on the front burner of our thinking, always.

Mr. Price: Prayers and regrets to the families and the people who were hurt in Ohio and Texas. Thanked the school administration for sticking by that and including everyone. School liaison was in DC; heard he may be there quite often in a year or so or maybe become some sort of senator.

**M. Non-Public Session**

***Ms. LaMothe moved to enter non-public session. Second by Mr. Gasdia. Roll-call vote: Ms. LaMothe, aye; Mr. Gasdia, aye; Dr. Orellana, aye; Mr. Price, aye. Motion passes 4-0.***

The board entered non-public at 7:15 pm.

***Dr. Orellana moved to accept a student on a tuition basis until guardianship with resident is obtained, second by Mr. Gasdia. Motion passes 4-0.***

***Dr. Orellana moved to approve the following new hires, second by Mr. Gasdia. Motion passes 4-0.***  
***Kerri Denommee, Special Education Teacher, \$51,250***  
***Megan Murray, English/Language Arts Teacher, \$38,000***

***Mr. Gasdia moved to exit non-public, second by Dr. Orellana. Motion passes 4-0.***

**N. Adjourn**

***Mr. Gasdia moved to adjourn, second by Dr. Orellana. Motion passes 4-0.***

Respectfully submitted,

Susan Piper (public)

Mary Wilson (non-public)

To: Mr. Larry Russell  
Superintendent of Schools  
Hudson school district  
SAU 81

RE: Intent to retire

Mr. Russell,

This letter is to express my intent to retire from the Hudson School district at the end of the 2019-2020 academic school. I appreciate the opportunity that was afforded me by the district. In the 15 years that I will have completed I have certainly grown professionally. Thanks to the people with whom I worked I have gained much in the continuing and evolving field of education. It has been a privilege to serve the youth of Hudson New Hampshire. I hope that my tenure has contributed a positive outlook to the students that I have taught.

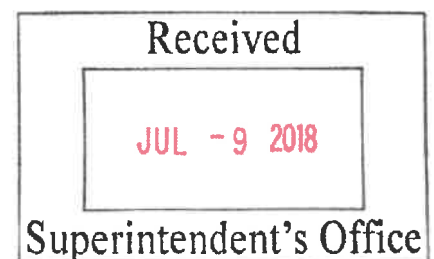
I wish you and the entire educational community all the best.

Sincerely,



Gilbert Lachance

Chair of the World Language Department



**BUILDING COMMITTEE**  
**June 6, 2019**  
**CHECKERS RESTAURANT**

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**7:30-8:50 a.m.**

**MINUTES**

In attendance: Steve Beals (Co-Chair), Karen Burnell (Co-Chair), Len Lathrop, Don Jalbert, Dave Ross, Kara Saranich, Diana LaMothe, Lee Lavoie, John Pratte and Larry Russell. Kevin Rauseo (arrived 7:42 a.m.).

**Building Partners:**

James Brennan, Andrew Martino, Carl Dubois, Senan Murdock-Harvey Construction  
Lance Whitehead and Jay Doherty-Lavallee Brensinger

Meeting called to order @ 7:30 a.m. by co-chair Steve Beals

- Review and Approve Minutes from May 2, 2019  
**Motion to approve the Minutes of May 2, 2019 by Diana LaMothe, seconded by Len Lathrop. No discussion. Unanimously approved.**
- Steve and Carl explained the process that has gone into securing the bids that the committee will consider for approval. As the Construction Managers for this project, Harvey works essentially for the SAU. The previously approved list of potential sub-contractors was solicited by Harvey. Steve and James pre-screened the bids that we will consider. If approved by the committee, Harvey will proceed over the next couple of weeks to secure signed contracts with GMP (guaranteed maximum prices).

**Bid Package #5C Anchor Bolts & Leveling Plates**

This is for the main building only. Steve presents/recommends as the lowest bidder, SL Chasse. This is a company that Harvey is familiar with from previous contracts.

- **Motion to approve SL Chasse as the sub-contractor to provide anchor bolts & plate leveling by Len Lathrop, seconded by Dave Ross. No Discussion. Unanimously approved. {\$6,000.00}**

**Bid Package #32C Fencing**

Steve presents/recommends Gate City Fence. This company is owned by Alvirne grads.

- **Motion to approve Gate City Fence as the sub-contractor to provide fencing by Lee Lavoie, seconded by Diana LaMothe. No Discussion. Approved 8-0-1, Kevin Rauseo abstained. {\$19,900.00}**

Bid Package #32 Landscaping

Steve presents/recommends Lynch's Excavation. This is a company that has done work for the District and there are strong recommendations.

- **Motion to approve Lynch's Excavation as the sub-contractor to provide landscaping by Dave Ross, seconded by Kevin Rauseo. No Discussion. Unanimously approved. {\$39,645.00}**

Bid Package #13 Metal Building

This is for the building that will replace "the Chalet". Important that this building be erected early in the process (6 months) as it will provide storage, for among other things, the equipment that is coming out of the Forestry garage area. Steve presents/recommends Construx as the lowest bidder with reps from both Harvey and Dave providing enthusiastic testimony.

- **Motion to approve Construx as the sub-contractor for the Metal Building by Lee Lavoie, seconded by Kevin Rauseo. No Discussion. Unanimously approved. {\$67,000.00}**

Bid Package #3C Reinforcing Steel Bar (Re-Bar)

This is materials ONLY. Steve presents/recommends as the lowest bidder, Rebars & Mesh. This is a company that Harvey is familiar with from previous contracts.

- **Motion to approve Rebars & Mesh as the sub-contractor to provide Rebar by Karen Burnell, seconded by Diana LaMothe. No Discussion. Unanimously approved. {\$63,215.00}**

Bid Package #3C Concrete

Steve presents/recommends Redi-Mix as the lowest bidder. This is a company that Harvey and Dave are both very familiar with from previous contracts.

- **Motion to approve Redi-Mix as the sub-contractor to provide concrete by Karen Burnell, seconded by Kara Saranich. No Discussion. Unanimously approved. {\$88,842.00}**

Bid Package #3A Concrete Foundations

Steve presents/recommends as the lowest bidder, Form-Up Foundations.

- **Motion to approve Form-Up Foundations as the sub-contractor to provide the concrete foundation by Kevin Rauseo, seconded by Dave Ross. No Discussion. Unanimously approved. {\$177,540.00}**

Bid Package #31 Site

Steve explained that there were several companies considering a bid for site work. One company that was very interested had issues that precluded their bid being submitted ahead of this meeting and they requested an extension. There are potential advantages associated with this company which has maintained regular communication with the committee. It was suggested that the committee could vote to approve a motion to delay the selection of a company and instead establish a "Bid not to exceed" stipulation.

- **Motion to establish “maximum bid NOT TO EXCEED” {\$912,375.00} by Len Lathrop, seconded by Diana LaMothe. Lee looked to Karen Burnell and Larry Russell to ensure that the District was o.k. with this action. Unanimously approved.**

Bid Package #01 Testing

Two companies submitted bids. One was lump sum, the other itemized / unit priced. The lump sum option would manage risk more effectively and Harvey has experience working with the company that submitted the lump sum bid. Consensus seemed to be that this was the better option for us.

- **Motion to approve John Turner Consulting as the sub-contractor to provide the code required testing as stipulated in the lump-sum bid {\$27,500.00} by Dave Ross, seconded by Kara Saranich. No Discussion. Unanimously approved.**

**Total Building Committee Approved: \$1,402,017**

- Steve asked whether the committee was comfortable with the process and flow of the bid approvals as there will be more of the same at future meetings. Members are invited to communicate directly with him if further conversation is desired. Dave Ross asked that “Bid Packages” be attached to future meeting AGENDAS (if possible) that committee members might peruse them ahead of the meeting. Lance commented that in some cases, “ADD ALTERNATES” might need to be attached to bids especially as we consider the funding & pricing realities that we might encounter?
- Steve presented the latest plans for site considerations including traffic / parking for the coming year. Don will notify area schools of these requirements. It was noted that good communication between the school and Harvey will be necessary as unanticipated situations arise.
- Steve presented two possible scenarios for construction phasing that we might encounter depending on financing realities moving forward. The Alvirne Trustees will meet on 06/20 which may help to clarify much of this situation. The State Legislature / Governor will also be major determinants of how this project may progress. There will be governmental representatives in attendance at the upcoming Trustees meeting. We are currently working with the SAU and considering future Perkins expenditures to find ways to help offset some of the budgeted costs of the renovation. More discussion to be had.
- Judy King has announced her retirement from SAU 81 effective at the end of this current school year. She has been a valued member of the school district and a valued member of this committee. She will be missed. Ann Doane will assume the role of recording secretary for this committee starting in July.
- Next meeting is **July 11, 2019** at 7:30 a.m. The following meeting will be on **August 1, 2019**

**BUILDING COMMITTEE**  
**August 8, 2019**  
**CAREER CENTER**

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**7:30-8:15 a.m.**

**MINUTES**

In attendance: Steve Beals (Co-Chair), Karen Burnell (Co-Chair), Len Lathrop, Don Jalbert, Dave Ross, Kara Saranich, Lee Lavoie, Larry Russell, Kevin Rauseo, Gary Webster, Gary Gasdia, Ann Doane

Building Partners:

James Brennan, Andrew Martino, Carl Dubois, Bill Conte, Senan Murdock-Harvey Construction  
Lance Whitehead and Jay Doherty-Lavallee Brensinger

Meeting called to order @ 7:30 a.m. by co-chair Steve Beals

- Review and Approve Minutes from June 6, 2019  
**Motion to approve the Minutes of June 6, 2019 by Don Jalbert, seconded by Gary Webster. Correct the date of the meeting as recorded in the motion (May 2, 2019). Unanimously approved.**
- Steve updated from the last meeting the hiring of David White and Sons as the site contractor for the project. The Building Committee previously approved a not to exceed value to the work but had not named the site contractor.
- Steve presented an “updated” site plan, which included moving the Tennis Courts to the area of the Maintenance Barn and creating 110 staff parking spots instead of 28 in the old Tennis Court area. The school board approved unexpected funding of \$200,000 for new tennis courts in June 2019. **Motion to approve changes to the site plan by Gary Webster, seconded by Kevin Rauseo. Unanimously Approved.**

Bid Package **Fire Protection**

James Brennan presented as the lowest bidder, John L. Carter. This is a company that Harvey is familiar with from previous contracts.

- **Motion to approve John L. Carter as the sub-contractor to fire protection by Lee Lavoie, seconded by Len Lathrop. Unanimously approved. {\$819,000.00}**



Bid Package #5A Structural Steel

James Brennan presented as the lowest bidder, S.L. Chasse. This company also providing the anchor bolts and leveling plates on the project.

- **Motion to approve S.L. Chasse as the sub-contractor to provide structural steel by Dave Ross, seconded by Len Lathrop. Unanimously approved. {\$635,000.00}**

Bid Package Demolition and Abatement

James Brennan presented as the lowest bidder for demolition, K.O. Stone.

James Brennan presented as the lowest bidder for abatement, Air Quality Experts.

- **Combined motion to approve K.O. Stone as the sub-contractor to provide demolition {\$354,403.00} and Air Quality Experts as the sub-contractor to provide abatement {\$89,850.00} by Lee Lavoie, seconded by Dave Ross. Unanimously approved. (Total: Demolition & Abatement = \$444,253.00)**

Bid Package #13A Greenhouse

James Brennan presented Nexus Corporation as the sole bidder. The greenhouse is a specialized product result in one bidder.

- **Motion to approve Nexus Corporation as the sub-contractor for the Greenhouse by Kevin Rauseo, seconded by Don Jalbert. Unanimously approved. {\$155,000.00}**

Bid Package #8A Doors/Frames & Hardware

James Brennan presented Lang Door as the low bidder and acknowledged their previous work in the school district.

- **Motion to approve Lang Door as the sub-contractor to provide Doors, Frames and Hardware by Kevin Rauseo, seconded by Dave Ross. Unanimously approved. {\$333,675.00}**

Bid Package #4 Masonry

James Brennan presented as the lowest bidder, Pynn Masonry. The company has worked with Harvey multiple times in the past including on the school's elevator addition.

- **Motion to approve Pynn Masonry as the sub-contractor by Kara Saranich, seconded by Don Jalbert. Unanimously approved. {\$1,272,798.00}**

**Total Building Committee Approved (08/08/2019): \$3,659,708.00**

- Next meeting is August 15, 2019 at 7:30a.m.
- Please reserve August 29, 2019 at 7:30am as well