Mr. Jared Fulgoni
Superintendent of Schools
Fulgoni.j@sau54.org

Dr. Sherri Nichols
Assistant Superintendent
Nichols.s@sau54.org

Rochester School District
District Administration Office
150 Wakefield Street, Suite 8
Rochester, NH 03867
Tel: (603) 332-3678
Fax: (603) 335-7367

Letter to the Community - Release of Report

The Rochester School Board voted to release the redacted investigation report regarding former Superintendent, Anna Azarloza pursuant to RSA 91-A:4. The report and all associated documents are being released simultaneously.

Before releasing the report and related documents, the Board spent significant time carefully redacting the report in order protect the privacy of all witnesses who participated in this investigation. The Board appreciates the witnesses who came forward during this investigation, feels strongly that the witnesses should not be subject to retaliation, and endeavors to protect their privacy to the greatest extent possible under the law. As the District has maintained for several months, it is the position of the District that these individuals have a significant privacy interest in the contents of the report. See Reid v. N.H. Attorney General, 169 N.H. 509,530 (2016) (finding strong privacy interests when individuals are subject to embarrassment or reputational harming including "stigma, embarrassment, and reputational injury... embarrassment, harassment, disgrace, loss of employment or friends").

Accordingly, redactions to the report were made pursuant to RSA 91-A:5, IV for all information that identified the witnesses in the investigation. On balance, the Board found that the privacy interest for the witnesses in their identities outweighed any public interest in disclosure of the same. See Keene Publishing Corp. v. Fall Mtn. Reg. School Dist., 177 N.H. 504 (2025) (finding "[r]edaction of all identifying information increases the privacy protections afforded to complainants and witnesses upon disclosure of the investigation records").

Additional redactions were made for all confidential student data that is exempt from disclosure under RSA 91-A:5, III and RSA 91-A:5, VII, and privileged attorney-client communications pursuant to RSA 91-A:5, XII.

Finally, the Board wishes to reiterate that the Settlement Agreement and Release with the former Superintendent was a compromise of disputed claims, and that parties agreed that moving forward was in the best interest of all parties including Ms. Azarloza, the District, the students, staff, and the broader Rochester community.

Respectfully,



Jared Fulgoni

SHEEHAN PHINNEY

Elizabeth A. Bailey, Esq.
Direct Dial: 603-627-8241
ebailey@sheehan.com

Reply to: Manchester Office
1000 Elm Street
Manchester, NH 03101

March 3, 2025

Via Email
Confidential

Kathryn Cox Pelletier, Esq.
Upton & Hatfield, LLP
10 Centre Street
Concord, NH 03301
kpelletier@uptonhatfield.com

Re: Engagement Letter and Instructions for Legal Services

Dear Katie:

Thank you for your interest in our law firm and for asking us to assist Upton & Hatfield, LLP, on behalf of your client Rochester School District, with a matter involving an independent investigation [redacted]. This letter will confirm our agreement with you and instructions regarding your limited engagement of Sheehan Phinney and will describe the terms and basis on which Sheehan Phinney will provide legal services to you.

We have found that it is mutually beneficial to set forth at the outset of our representation the role and responsibilities of both our law firm and the client. We customarily provide clients with our Billing and Payment Policy at the commencement of the engagement. I have enclosed a copy for your review. Please review the Billing and Payment Policy and the following terms governing our engagement. If you have any questions about these terms, do not hesitate to contact me. Again, we are pleased to have the opportunity to represent you.

1. *The Client*. Our client in this matter will be Upton & Hatfield, LLP. Our representation does not encompass any other individual or entity, affiliates, officers, directors, managers, employees, shareholders, members, or other stakeholders.

2. *Scope of Engagement*. Sheehan Phinney has been engaged for the purpose of providing legal advice concerning an independent investigation [redacted]. To the extent Upton & Hatfield, LLP wishes to engage Sheehan Phinney for legal representation other than an independent investigation [redacted]

[redacted] described above, we will be pleased to discuss other services to you, which would be subject to both you and Sheehan Phinney agreeing in writing to such other services.

3. *Client Responsibilities.* Upton & Hatfield, LLP agrees to cooperate fully with us and to provide promptly all information known or available to it relevant to our representation. Without such information, we may not be able to represent you adequately.

4. *Opinions and Beliefs.* Because the outcome of legal matters is subject to factors that cannot always be foreseen, such as the uncertainties and risks inherent in the legal process, it is understood that we have made no promises or guarantees to you concerning the outcome of this or any other matter and cannot do so.

5. *Communications.* I will be the attorney primarily responsible for this representation. When questions or comments arise about our services, staffing, billing, or other aspects of our representation, please contact me. It is important that Upton & Hatfield, LLP is satisfied with our services and responsiveness at all times. We will correspond with you by sending all notices and other documents to Upton & Hatfield, LLP by post and/or email, using the contact details Upton & Hatfield, LLP provide to us. We use email extensively, but as you are aware email is not fully secure. Unless you advise us otherwise in writing, we understand that it agrees to our use of email for correspondence regarding instructions both with you and third parties. In keeping with information security best practices for confidentiality, Sheehan Phinney recommends encrypting all sensitive data you send to us.

Due to the ethical rules that govern our profession and the inherent security risks and problems with retrieving, storing, limiting access to, and recalling text messages using mobile devices, it is our policy to refrain from communicating with clients about their legal matters over text messaging platforms and social media ("Texting"). Accordingly, please refrain from Texting us about your engagement, and please do not transmit to us any confidential information, instructions, banking, or other financial information over Texting platforms. Should Upton & Hatfield, LLP or anyone else acting on behalf of your firm wish to communicate with us electronically, please email us at our published email addresses.

6. *Fees and Expenses.* Our fees will be based primarily on the amount of time we spend in addressing a matter and the billing rate for each attorney and legal assistant devoting time to the matter. My billing rate is $450.00 per hour for this matter. There may be elements of the case where an associate may be utilized. To the extent as Associate works with me on this matter, the Associate's hourly rate will be $250.00 per hour. The current rate for staff billing is $210.00 - $290.00 for paralegal support. Currently, other attorneys providing support will be billed at between $275.00 and $675.00 per hour, depending on the level of experience required. Typically, we will charge our clients not only for legal services rendered, but also for out-of-pocket expenses and disbursements such as filing fees, computerized research and messenger fees, by way of example. These billing rates are subject to change from time to time, typically annually, in December of each year. Please feel free at any time to ask for our current rates.

In the course of our engagement, it may be necessary for us to arrange for third parties to provide goods or services for your account (such as for local counsel, expert witnesses, and consultants, deposition costs and investigation costs). Upton & Hatfield, LLP agrees that in each such case it will pay directly their fees and expenses and authorize us to make arrangements to have those parties bill you directly. Upton & Hatfield, LLP also agrees that it will reimburse us promptly (and separately from our normal invoice procedure, if we determine, in our discretion, separate billing is appropriate) for any such fees and expenses we pay on your behalf.

Statements normally will be rendered monthly for work performed and expenses recorded on our books during the previous month. Payment is due within 30 days of receipt of our statement. If any statement remains unpaid for more than 30 days, subject to the paragraph titled "Payment Terms" in the Billing and Payment Policy, we (i) reserve the right, to the extent permitted by law, to charge interest on any unpaid balances and (ii) may suspend performing services for you until arrangements satisfactory to us have been made for payment of outstanding statements and the payment of future fees and expenses.

Please refer to the Billing and Payment Policy for additional details.

7. *Retainer*. We normally request a retainer payment in the representation of new clients. For this engagement, we are requesting a retainer in the amount of $5,000.00. These funds will be deposited into our client trust account, and we will draw against them to satisfy our monthly statements. We will advise Upton & Hatfield, LLP when the retainer has been depleted. The retainer is simply an advance payment of future fees and should not be considered an estimate of likely fees. We reserve the right to ask that Upton & Hatfield, LLP replenish the retainer. Upon the conclusion of the representation, any remaining retainer balance will be returned to you.

8. *Corporate Transparency Act Reporting*. Unless specifically requested and agreed by us in writing, we will not provide advice to Upton & Hatfield, LLP with respect to any obligation you may have to report information, or update previously reported information, to any federal or state agency under the Corporate Transparency Act (31 U.S.C. § 5336) or any comparable state law.

Unless specifically requested and agreed by us in writing, we will not assist Upton & Hatfield, LLP in preparing any report to any federal or state agency under the Corporate Transparency Act or any comparable state law. If we do agree to assist you with the preparation of such a report, Upton & Hatfield, LLP agrees to fully cooperate in gathering and providing all information necessary for the report. Upton & Hatfield, LLP further agrees that should Upton & Hatfield, LLP fail to timely provide all information necessary for the report, Sheehan Phinney may withdraw from its representation of you regarding the report. Sheehan Phinney will not directly file the report on your behalf.

Sheehan Phinney undertakes no obligation to monitor whether you have any changes of circumstances (*e.g.*, a change in beneficial owners, a change of address, etc.) that may require

you to submit an updated report to any federal or state agency under the Corporate Transparency Act or any comparable state law.

9. *Conflicts*. As you may be aware, Sheehan Phinney represents many other companies and individuals. Some of these other clients may be direct competitors of yours or otherwise may have business interests that are contrary to your interests. It is possible that during the time that we are representing you, some of our present or future clients will have transactions or disputes with you. These matters may include, as an example, corporate matters (such as mergers and acquisitions, takeovers, and other change-in-control issues and transactions); commercial transactions (such as preparation and negotiation of agreements, licenses, leases, loans, securities offerings or underwritings); or intellectual property matters, bankruptcy, taxation matters, or administrative, legislative, policy or similar non-adjudicatory proceedings where we may take positions for other clients that are different from positions you may have taken or might take in the future.

We cannot enter into this engagement if it could interfere with our ability to represent other existing or future clients who are or develop relationships or interests adverse to you. You therefore agree that we may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to our work for you even if the interests or legal positions of such clients in those other matters are directly adverse, and you hereby waive any conflict of interest with respect thereto. We agree, however, that your prospective consent to conflicting representation contained in the preceding sentence shall not apply in any instance where, as a result of our representation of you, we have obtained proprietary or other confidential information of a non-public nature, that, if known to such other client, could be used in any such other matter by such client to your material disadvantage. In addition, if you were still a client of Sheehan Phinney at the time of a dispute, we would not represent the other client in an adversarial proceeding brought by either client against the other.

Upton & Hatfield, LLP also agrees that Sheehan Phinney may represent a party to which you are adverse from time to time in matters that are unrelated to it, and waive any conflict of interest with respect thereto.

Upton & Hatfield, LLP acknowledges that it has had an opportunity to consult with other counsel (in-house or otherwise) and to raise any questions you may have with Sheehan Phinney before agreeing to this waiver.

10. *In-Firm Privilege*. From time to time, issues arise relating to legal ethics or our duties under the professional conduct rules that apply to lawyers. Normally, when such issues arise, we seek the advice of our firm counsel, who focuses on such matters. We consider such consultations to be attorney-client privileged communications between firm personnel and the counsel for the firm.

We believe that it is in our clients' interest, as well as our firm's interest, that when legal ethics or related issues arise during a representation, we obtain informed analysis of our obligations. Accordingly, Upton & Hatfield, LLP agrees that if we determine in our own

discretion during the course of the representation that it is either necessary or appropriate to consult with our internal or outside firm counsel, we have your consent to do so and that our representation of you shall not, thereby, waive any attorney-client privilege that our firm may have to protect the confidentiality of our communications with counsel.

11. *Termination of Engagement.* Our relationship is based upon mutual consent and Upton & Hatfield, LLP may terminate our representation at any time, with or without cause, by notifying us. Your termination of our services will not affect its responsibility for payment of fees for legal services rendered and for other charges incurred before termination and in connection with an orderly transition of the matter.

Similarly, we may withdraw from the representation, with or without cause, subject to the rules of professional conduct for the jurisdictions in which we practice. There are several types of conduct or circumstances that may require or permit us to withdraw from representing a client, including for example, nonpayment of fees or costs, misrepresentation or failure to disclose material facts, fundamental disagreements, and a conflict of interest with another client. We try to identify in advance and discuss with you any situation that may lead to our withdrawal and, if withdrawal ever becomes necessary, we will give you written notice of our withdrawal. If we elect to withdraw for any reason, we will be entitled to be paid for all services rendered and charges accrued on your behalf prior to the date of withdrawal.

If a court's permission is required for withdrawal from the representation, we will promptly apply for such permission, and you agree to cooperate in such application, including, where applicable, by engaging successor counsel in the matter.

12. *Conclusion of Representation; Retention and Disposition of Documents and Materials.* Unless previously terminated, our representation of Upton & Hatfield LLP will automatically terminate upon the earlier of (a) our sending you our final statement for services rendered in this matter or (b) upon our completion of the specific services that you have retained us to perform. Subsequent statements sent to collect expenses and/or unpaid fees, and/or the state of accounting/business records or client lists at Sheehan Phinney, shall not determine or extend the attorney-client relationship. If Upton & Hatfield LLP later retains us, and we agree, in writing, to perform further or additional services, our attorney-client relationship will be revived, subject to these and any supplemental terms of engagement.

Following termination, any otherwise non-public information you supplied to us which is retained by us will be kept confidential in accordance with applicable rules of professional conduct. At Upton & Hatfield LLP's request, its papers and property will be returned to it promptly. We may retain Sheehan Phinney files including, for example, electronic records, Sheehan Phinney administrative records, time and expense reports, personnel and staffing materials, and credit and accounting records; and internal lawyers' work product such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports prepared by or for the internal use of lawyers. All documents retained by Sheehan Phinney will be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, we reserve the

right to, and typically do, without asking for your permission, destroy or otherwise dispose of any such documents or other materials retained by us ten years after the termination of the engagement. Upton & Hatfield LLP agrees to such destruction. If you would like to maintain in your own files certain documents, we suggest that promptly following the completion of the matter, you request that we send you copies of these documents for your own files. Further, should you request to transfer your files to another law firm, we will send all property and/or files as requested. Upton & Hatfield LLP agrees that in such instance you shall be responsible to pay Sheehan Phinney for all relevant and reasonable costs including retrieval, review, and shipping of the files.

13. *Post-Engagement Matters*. Upton & Hatfield LLP is engaging Sheehan Phinney to provide legal services in connection with a specific matter. After completion of the matter, changes may occur in the applicable laws or regulations that could have an impact upon your future rights and liabilities. Unless Upton & Hatfield LLP specifically engages us in writing after completion of the matter to provide additional advice on issues arising from the matter, Sheehan Phinney has no continuing obligation to advise you with respect to future legal developments.

I hope this letter covers all relevant points, but please let me know as soon as possible if you require clarification concerning any terms or terms set forth above or in the Billing and Payment Policy. If Upton & Hatfield LLP is in agreement with terms of this engagement, please countersign this letter in the space provided below and return to me along with the payment of any requested retainer.

We very much look forward to working with you on this matter.

Very truly yours,

Elizabeth A. Bailey

Enc.

AGREED AND ACCEPTED:

Upton & Hatfield, LLP

By:_____
Its
Duly Authorized

Rochester School District

By:_____
Shane Downs, Board Chair

Billing and Payment Policy

Our goal is to provide you with the highest quality legal services in a responsive, timely and efficient manner. We believe that you should have a clear understanding of our fees, disbursement expenses, billing and payment policy and we invite you to ask questions. In addition to this payment policy, there may be a letter of engagement addressing specific understandings and arrangements.

Fees: Fees are based primarily on the amount of time spent by lawyers and paraprofessional subject to certain adjustments. Upon request you may obtain the hourly billing rates currently in effect for lawyers and legal assistants working on your matter. These rates are revised periodically to reflect experience, expertise, costs, and other factors. We may, however, adjust the fee downward or upward based on other factors such as the novelty, difficulty, size or complexity of the issues and problems encountered, the extent of the responsibility involved, the results achieved, the efficiency of the work, the customary fees for similar legal services and other factors that will enable us to arrive at a fair fee in each case, based on the reasonable value of our services. In limited circumstances a billing arrangement may be determined without reference to time, such as fixed fee or contingency rates. Such arrangements are subject to approval of the firm's management and must be confirmed in writing.

Fee Estimates: We do our best to estimate fees and expenses for particular matters when requested to do so. However, an estimate is just that and the fees and expenses required are ultimately a function of many conditions over which we have little or no control, especially in litigation matters where the extent of necessary legal services may depend in large measure on the opposition's litigation strategy. Accordingly, we will not be bound by any estimates unless we expressly commit to do so in writing.

Retainer: It is our policy to require of new clients in general, and of all clients in certain types of matters, a retainer paid in advance to cover a portion of the anticipated fees and expenses. Retainers are expected to be replenished upon request. Any portion of the retainer remaining at the termination or conclusion of the matter will be returned to you.

Expenses: You will be responsible for certain expenses incurred on your behalf. These may include electronic legal research, express delivery charges, travel expenses, filing and recording fees, e-discovery charges, expert witness costs, stenographer charges, substantial photocopying, international telecommunications charges and similar expenses on your behalf. We normally request that court reporter fees and other large expense items be billed or forwarded to you for payment directly to the service provider with the expectation that such invoices will be paid upon receipt. You are welcome to ask us any questions you may have regarding such invoices.

Frequency of Billing: Bills for services and expenses are generally sent to clients monthly. Specific types of transactional matters may be billed upon completion of a transaction or, if the transaction does not occur, at the time work is completed.

Payment Terms: Payment is due upon receipt of invoices but not later than 30 days from receipt. **If payment is not made within such 30 day period, the firm reserves the right, to the extent permitted by law, to charge interest, at the rate of 1½% per month, on any unpaid balances.** The firm also reserves the right to cease providing services, subject to the Code of Professional Responsibility, if invoices are not paid promptly. You have the right to terminate our services and representation at any time by a notice to us. However, any such termination will not relieve you or your obligation to pay for all services rendered and expenses incurred on your behalf prior to, or in connection with such termination.

Questions: Please do not hesitate to call and ask questions regarding the work we are doing for you or regarding our invoice. It is very important that we proceed on a clear and satisfactory basis. We encourage you to be frank about any questions or concerns you may have. We look forward to serving you and developing a mutually beneficial relationship.

January 2019

February 26, 2025

Superintendent Anna Azarloza

[redacted]

RE: Notice of Additional Allegation and Updated Communication Plan

Dear Superintendent Azarloza:

The Board received a report that you contacted a District employee during your paid administrative leave. On February 14, 2025, I sent you a letter stating that, "[w]hile on leave, you are not permitted to engage in activities related to your employment including, but not limited to, communicating with staff, students or families…" Please be advised that contacting any district employee related to your employment is considered a violation of this directive, and that any further violations will be considered a separate instance of misconduct and may result in discipline, up to and including termination.

You will remain on paid administrative leave during this investigation and are not authorized to conduct any work on behalf of the Rochester School District. Please note that this includes the upcoming conference for AASA, the School Superintendent's Association, scheduled for March 5-8, 2025. You are not able to attend this conference as a representative of the Rochester School District if the investigation is still pending. This decision is not punitive but rather is appropriate given your paid leave status and the fact that other administrators from Rochester will be in attendance.

The Board feels it is necessary to amend the procedure by which you receive information about the status of this investigation. Please direct questions about the investigation to the District's legal counsel at Upton & Hatfield. If you are represented by an attorney, please have that person contact Attorney Cox Pelletier.

Finally, the Board has decided to notify the Rochester School District community of your leave status. The following language will be sent to parents, staff, and the public:

> The Superintendent is on paid administrative leave. I am unable to provide any further details or information while this leave is pending. In the meantime, Assistant Superintendent Alison Bryant will temporarily assume the Superintendent's duties for the District.

Sincerely,

Shane Downs,
Board Chair

February 14, 2025

Superintendent Anna Azarloza

[redacted]

RE: Notice of Investigation and Paid Administrative Leave

Dear Superintendent Azarloza:

The Board received an initial report that you violated the following School Board Policies:

- Policy GBEB, Staff Conduct, by engaging in unethical and/or retaliatory behavior towards subordinate employees;
- Policy GBEA, Staff Conduct, Ethics, and Nepotism, by engaging in unethical behavior in fulfilling your duties as Superintendent;
- Policy GBL, Personnel Records, by improperly disclosing confidential employee information; and
- Policy JGD-R2, Response Plan for Criminal Incidents, by refusing to engage in the school disciplinary and communication process for student misconduct.

The Board is taking this allegation seriously and is initiating a formal investigation into this complaint. During this investigation, you will be given further information regarding the allegations and an opportunity to respond with an advocate or representative. Please note that the above list is an initial notice of allegations and may be subject to change during the investigation. We will inform you if our investigation leads to information that you have allegedly violated other policies. You will be notified once an investigator is assigned, and they will reach out to you directly to schedule an interview.

Given the nature of the allegations, the District is placing you on paid administrative leave beginning Friday, February 14, 2025, until further notice. This leave is not disciplinary or punitive but rather is administrative leave for the pendency of the investigation. While on leave, you are not permitted to engage in activities related to your employment including, but not limited to, communicating with staff, students or families as well as accessing Rochester School District or City of Rochester property.

The District prohibits retaliation against anyone who makes a report, complaint, testifies, or participates in an investigation. Retaliatory actions include, but are not limited to, intimidation, threats, and/or discrimination. You are prohibited from engaging in any acts of retaliation during this investigation. Please let me know directly if you believe you have been subjected to retaliation by others.

While on paid administrative leave, you will continue to receive your regular bi-weekly pay and benefits.

If you have any questions, please contact me directly.

Sincerely,

Shane Downs,
Board Chair



From: Annie Azarloza on behalf of Annie Azarloza <azarloza.a@sau54.org>
To: Shane Downs
Subject: Re: Non Public
Date: Wednesday, February 12, 2025 3:30:40 PM

Hi Shane,

Sounds good. My last meeting ends at 4:30. Give me a call anytime after that.

Annie

> On Feb 12, 2025, at 9:27 AM, Shane Downs <s.downs@sau54.org> wrote:
>
>
> Annie,
>
> [redacted] has requested a non public with just the board this Thursday. I contacted the board and the consensus agreed to meet with [redacted] The meeting would be at 5:30 then we would roll into the boards non-public then once we finished we would roll right into the agenda. Give me a call later and we can discuss this more.
>
> Thank you
>
> Shane Downs
> Rochester School Board
> Ward 4 Seat A
> 603-767-5973
> S.Downs@sau54.org

May 27, 2025

RE: Retaliation Complaint & Request for Investigation

Dear Members of the School Board:

I write to formally submit a harassment and retaliation complaint and request an immediate, independent investigation into the actions of School Board Chair Shane Downs.

Mr. Downs, who also serves as Officer Downs with the Rochester Police Department has knowingly orchestrated and led a retaliatory campaign against me for doing my job lawfully and ethically. At the core of this retaliation is my refusal to violate the legal rights of students with disabilities, specifically in matters related to manifestation determination reviews.

[redacted]

For upholding the law, I became a target. I have paid a significant price for my opposition, including being removed from my job, suffering the public indignity of false allegations.

Let me be clear: every retaliatory action taken against me can be traced back to this single, unlawful demand. Mr. Downs has repeatedly disregarded board policy and legal standards, using his authority as chair to weaponize the process against me. From suppressing exculpatory legal memos to manufacturing delays in my reinstatement, his actions have culminated in my unwarranted administrative leave.

Attorney Webster's legal opinion was issued on December 31, 2024. I was removed from my position shortly thereafter. On or about May 9, 2025, the district received the investigative report, which upon information and belief cleared me of violating board policies and engaging in unlawful acts. Still, I remain sidelined. Instead of reinstating me, Mr. Downs now seeks a new investigation, clearly an effort to shop for an outcome that fits his narrative. Just last week, I was accused of speaking with employees, a claim that is clearly part of a continued campaign of harassment.

This is not about policy violations. It is about power, retaliation, and a blatant disregard for the law. Mr. Downs has exploited his dual role as board chair and police officer to intimidate, silence, and discredit me. I have paid a heavy price, personally and professionally, for standing in the way of his agenda.

I ask that this complaint be taken seriously, and that a prompt, fair, and impartial investigation be conducted. I am prepared to fully cooperate and provide additional documentation to support the facts outlined above. I have been held out of my job unlawfully, and wish to be reinstated without further retaliatory delay.

Respectfully submitted,

/s/ Annie Azarloza

Annie Azarloza

Karen Stokes
[redacted]

July 7, 2025

Emily Garod
Strafford County Attorney
259 County Farm Rd
Dover, NH 03820

Cc: Criminal Justice Bureau
Public Integrity Unit
Attorney General's Office
33 Capitol Street
Concord, NH 03301
InvestInfo@doj.nh.gov

Re: Formal Ethics and Potential Criminal Misconduct Complaint Against Chair Shane Downs

To County Attorney Garod:

Pursuant to the Attorney General's Memorandum, Re: Public Integrity Matters, dated October 11, 2021, I respectfully submit this formal complaint against Chair Shane Downs for multiple violations of the City of Rochester's Code of Ethics and Conduct for Elected and Appointed Officials, as well as potential criminal misconduct. During the absence of the Superintendent due to paid administrative leave, Chair Downs temporarily assumed expanded responsibilities, increasing the urgency and severity of these concerns. The actions outlined below, taken individually and collectively, represent significant breaches of ethical standards, Rochester School Board policies, and potentially state criminal statutes, undermining lawful governance, transparency, and public trust.

1. Refusal to Provide Public Records Under RSA 91-A

Allegation: Chair Downs failed to release public documents requested under RSA 91-A, including emails between the Superintendent, the Director of Student Services, and the Rochester Police Department, as requested by Foster's Daily Democrat back in April of 2025. Additionally a request was made on June 13, 2025 under RSA91-A by a Rochester resident, Susan Rice, for the Retaliation Complaint filed against Chair Downs, which is a public document as Chair Downs is an elected official, but it was not provided stating, the document does not exist when clearly it does and is attached hereto.

City of Rochester Violated Ethics Code Provisions:

- **Section A.2**: Failure to comply with the law.
- **Section A.6**: Misuse of his elected position to shield communications potentially unfavorable to himself or his employer, the Rochester Police Department.

Rationale: Chair Downs violated RSA 91-A by obstructing the release of public documents and communications relevant to official school board business.

2. Suppression of Government Transparency

Allegation: Chair Downs deliberately instructed the school district videographer not to record the April 21, 2025 Special Board Meeting, which was expected to include significant public comment critical of his leadership.

City of Rochester Violated Ethics Code Provisions:

- **Section A.2**: Failure to comply with the letter and spirit of state laws, including RSA 91-A (Right-to-Know Law).
- **Section A.3**: Conduct must avoid even the appearance of impropriety.

School Board Violated Policies:

- **Policy BEA-2**: Mandates all board meetings to be recorded for the public.
- **Policy BEDDA**: Reinforces public access and prohibits suppressing visibility into board proceedings.

Rationale: This action undermined public transparency and obstructed lawful access to government proceedings in violation of the Right-to-Know Law.

3. Misrepresentation to Influence Board Decision-Making and Possible Criminal Misconduct

Allegation: On March 13, 2025 during the monthly full school board meeting, Chair Downs falsely characterized a Memorandum of Understanding (MOU) as a mandatory state requirement that cannot be altered, misleading the board to adopt it without scrutiny or alteration, despite the agreement being local and amendable.

City of Rochester Violated Ethics Code Provisions:

- **Section A.3** and **Section A.5**: Deliberate misrepresentation and misleading conduct to influence decision-making.

School Board Violated Policies:

- **Policy BCB**: Engaged in conduct that presented a conflict of interest as a police officer.
- **Policy BDD**: Interfered with the Superintendent's role in presenting operational agreements.

Possible Criminal Misconduct

- RSA 643:2, (I) – *See* Evans v. Hall, 118 N.H. 920, 921-22 (1978) ("At common law we have previously held in the related area of conflict of interest that a conflict exists if an administrative official votes on a matter in which he has a direct personal and pecuniary interest.")

Rationale: Chair Downs prioritized his role within the Rochester Police Department over impartial governance, significantly influencing policy outcomes in favor of law enforcement expansion.

4. Advocacy for Unlawful Policy Shifts Regarding Students with Disabilities

Allegation: On March 20, 2025 during the Governance Committee meeting, Chair Downs advocated amendments to Policy JGD-R2, granting the police department, which is the agency employing him,

inappropriate authority to trigger manifestation determination meetings, directly violating federal IDEA protections.

City of Rochester Violated Ethics Code Provisions:

- **Section A.7**: Demonstrated disregard for the legal rights of students, particularly those with disabilities.

School Board Violated Policies:

- **Policy BAAA**: Prohibits policy from creating or restricting legal rights beyond what is permitted by law.
- **Policy BCA**: Prohibits surrendering judgment to special interest groups.
- **Policy BDD**: Required communication through the Superintendent was bypassed.

Rationale: Chair Downs attempted to cede legal authority over student due process to an external agency (his own employer), creating an unlawful and ethically compromised situation.

5. Misuse of Role, Interference in Personnel Matters, and Possible Criminal Misconduct

Allegation: In January, 2025, Chair Downs engaged directly with [redacted], [redacted] on a grievance-related matter, intentionally bypassing the Superintendent and union grievance process and without notifying the School Board or subsequently notifying the Superintendent, and took matters into his own hands.

City of Rochester Violated Ethics Code Provisions:

- **Section A.3**: Appearance of impropriety and favoritism.
- **Section A.14**: Unauthorized interference with administrative responsibilities.

School Board Violated Policies:

- **Policy GBM**: Violated established chain of command and grievance protocols.
- **Policy BHC**: Prohibits board members from engaging directly with staff on personnel matters.
- **Policy BBAB (Roles and Duties of the Board Chairperson)**: *"Confer with the Superintendent on crucial matters that may occur between Board meetings."*

Possible Criminal Misconduct

- **RSA 640:3 - Improper Influence - *See***
  - **Asmussen v. Commissioner, New Hampshire Dept. of Safety, 145 N.H. 578, 593 (2000)** ("assistant commissioner's efforts to assure compliance with his directions constituted "improper command influence")

Rationale: Chair Downs' actions compromised administrative integrity, presented clear ethical violations, and exerted undue influence improperly.

6. Retaliation Complaint of Annie Azarloza and Violation of Staff Conduct Policy (GBEB)

Allegation: During the months from February through June, 2025, Chair Shane Downs engaged in a sustained campaign of harassment and retaliation against Superintendent Annie Azarloza for lawfully upholding federal and state law.

City of Rochester Violated Ethics Code Provisions:

- **Section A.1** – Act in the Public Interest: Mr. Downs pursued personal and departmental interests over lawful educational governance.
- **Section A.2** – Comply with the Law and City Policy: Retaliated against a public official for complying with IDEA and legal counsel guidance.
- **Section A.3** – Conduct Above Reproach / Avoiding Impropriety: Engaged in a vindictive campaign of retaliation that eroded public trust.
- **Section A.14** – Policy Role / Non-Interference with Staff: Improperly interfered in district personnel decisions outside the scope of his board authority.
- **Section A.16** – Positive Workplace Environment: Fostered a hostile and retaliatory environment that undermined staff morale and safety.
- **Section B.3(c)** – Never Publicly Criticize an Individual Employee: Contributed to public disparagement of a sitting superintendent without factual basis or due process.

School Board Policies Violated:

- **Policy GBEB, Section A (General Provisions):** Violated expectations that all individuals in leadership positions act in accordance with laws, district policies, and contribute to a positive educational environment.

Rationale:
According to the retaliation complaint dated May 27, 2025, Superintendent Azarloza was removed from her position after she refused to comply with an unlawful request from Rochester police officials, namely, to convene manifestation determination reviews solely to enable student arrests. [redacted] Chair Downs ignored this legal guidance and instead used his dual role as police officer and board chair to target Ms. Azarloza, delay her reinstatement even after an investigative report cleared her of wrongdoing, and suppress public access to exculpatory documents. His actions constitute a clear abuse of authority, retaliation against a lawful employee, and a violation of both ethical and legal standards of governance.

7. **Attempted Coercion of an Elected Board Member and Unlawful Demand for Resignation**

Allegation:
On July 4, 2025, Chair Shane Downs sent an email to Vice Chair Karen Stokes demanding either (a) proof of residency or (b) her letter of resignation, with a threat to refer her seat as "vacated" to the City Council if neither was received within five days (see attached email). This demand was made absent any legal process, factual determination, or court intervention. Mr. Downs has no legal authority to declare a seat vacant or compel a resignation, and his ultimatum constitutes a coercive, improper, and unlawful abuse of power.

Violations of the City of Rochester Code of Ethics and Conduct:

- **Section A.1 – Act in the Public Interest:** Mr. Downs sought to remove a duly elected board member through intimidation rather than lawful process.
- **Section A.2 – Comply with the Law and City Policy:** Only a court may remove an elected official under RSA 42:1-a and RSA 652:12. His actions violate state law by bypassing due process.
- **Section A.3 – Conduct Above Reproach / Avoiding Impropriety:** The threatening tone and demand for resignation create the appearance of retaliation and political maneuvering.

- **Section A.14 – Policy Role / Non-Interference with Staff and Officials:** Chair Downs overstepped his authority by interfering in the eligibility and tenure of a fellow board member without legal standing.
- **Section A.16 – Positive Workplace Environment:** His intimidation undermines collegiality and democratic governance.

Violation of School Board Policy:

- **Policy BBAA – Board Member Authority:** Individual board members, including the chair, do not have authority over other board members. Mr. Downs acted unilaterally, without board action, and exceeded his role.
- **Policy BBAB – Role of the Chair:** The chair is expected to facilitate lawful governance and not unilaterally threaten elected officials with removal.
- **Policy BHC – Board Communication with Staff and Members:** His demand bypassed lawful channels and reflects misuse of his position.

Violation of State Law:

- **RSA 652:12 and RSA 42:1-a:** These statutes govern the qualification and removal of elected officials. Residency challenges must be brought through proper legal proceedings. A board chair has no authority to compel proof of residency or enforce removal.

Rationale:
Chair Downs' July 4 email to Vice Chair Stokes was coercive and legally baseless. By demanding either proof of residency or a letter of resignation backed by a threat to unilaterally vacate her seat, he sought to unlawfully remove a sitting board member without due process. The demand occurred during a holiday weekend and outside of any authorized legal proceeding, underscoring the intimidation and impropriety of his approach. These actions erode the public trust, disrespect democratic process, and weaponize board leadership for personal or political motives.

Conclusion

Chair Shane Downs' conduct represents serious ethical breaches and potential criminal misconduct. Immediate and thorough investigation by both ethical and criminal oversight bodies is necessary to restore integrity and public confidence in governance.

Requested Actions

In light of the violations outlined above, I respectfully request the following:

1. **Formal Investigation:** That the Board of Ethics conduct a full investigation into Chair Shane Downs' actions, including a review of meeting recordings, internal emails, grievance documentation, and witness testimony.
2. **Criminal Investigation:** The Strafford County Attorney and the Public Integrity Unit of the Attorney General's Office conduct a criminal investigation into the allegations of criminal misconduct.
3. **Public Findings:** That the County Attorney, and Attorney General's Office publish detailed reports outlining investigative findings, clearly stating ethical breaches, policy violations, and any criminal wrongdoing.
4. **Corrective Measures:** That measures be taken to ensure future adherence to governance procedures and ethical conduct.

Oath of Truthfulness I hereby declare under penalty of perjury that the statements and allegations set forth in this complaint are true and accurate to the best of my knowledge and belief.

Signature: Karen Stokes

Date: 7/7/25

Respectfully submitted,

Karen Stokes

NEW HAMPSHIRE NOTARY ACKNOWLEDGMENT

State of New Hampshire
County of Strafford

This instrument was acknowledged before me on the 7 day of July, 2025, by Karen Stokes.

Codie Jacobsen (Seal)

Signature of Notarial Officer
Notary Public, State of New Hampshire
My Commission Expires: 12/21/2027

CODIE E. JACOBSEN
NOTARY PUBLIC
MY COMMISSION EXPIRES 12/21/2027
STATE OF NEW HAMPSHIRE

Shane Downs 8:26 AM

to me, Matt

From	Shane Downs s.downs@sau54.org
To	Karen Stokes k.stokes@sau54.org
Cc	Matt Pappas m.pappas@sau54.org
Date	Jul 4, 2025 at 8:26 AM

Standard encryption (TLS)
Learn more

Karen,

I am following up on my last email regarding your change of residency outside of Rochester. If you currently still live in Rochester Ward 5, please reply back with your proof of residency or, I am giving you the opportunity to provide me with your letter of resignation. If I do not receive your letter of resignation or proof of residency by Wednesday morning, July 9, we will add an agenda item to Thursday's Regular School Board meeting to refer your vacated seat to the City Council.

Thanks,
Shane

May 27, 2025

RE: Retaliation Complaint & Request for Investigation

Dear Members of the School Board:

I write to formally submit a harassment and retaliation complaint and request an immediate, independent investigation into the actions of School Board Chair Shane Downs.

Mr. Downs, who also serves as Officer Downs with the Rochester Police Department has knowingly orchestrated and led a retaliatory campaign against me for doing my job lawfully and ethically. At the core of this retaliation is my refusal to violate the legal rights of students with disabilities, specifically in matters related to manifestation determination reviews.

[redacted]

For upholding the law, I became a target. I have paid a significant price for my opposition, including being removed from my job, suffering the public indignity of false allegations.

Let me be clear: every retaliatory action taken against me can be traced back to this single, unlawful demand. Mr. Downs has repeatedly disregarded board policy and legal standards, using his authority as chair to weaponize the process against me. From suppressing exculpatory legal memos to manufacturing delays in my reinstatement, his actions have culminated in my unwarranted administrative leave.

Attorney Webster's legal opinion was issued on December 31, 2024. I was removed from my position shortly thereafter. On or about May 9, 2025, the district received the investigative report, which upon information and belief cleared me of violating board policies and engaging in unlawful acts. Still, I remain sidelined. Instead of reinstating me, Mr. Downs now seeks a new investigation, clearly an effort to shop for an outcome that fits his narrative. Just last week, I was accused of speaking with employees, a claim that is clearly part of a continued campaign of harassment.

This is not about policy violations. It is about power, retaliation, and a blatant disregard for the law. Mr. Downs has exploited his dual role as board chair and police officer to intimidate, silence, and discredit me. I have paid a heavy price, personally and professionally, for standing in the way of his agenda.

I ask that this complaint be taken seriously, and that a prompt, fair, and impartial investigation be conducted. I am prepared to fully cooperate and provide additional documentation to support the facts outlined above. I have been held out of my job unlawfully, and wish to be reinstated without further retaliatory delay.

Respectfully submitted,

/s/ Annie Azarloza

Annie Azarloza

SHEEHAN PHINNEY

ATTORNEY-CLIENT PRIVILEGED AND CONFIDENTIAL
EXECUTIVE SUMMARY OF REPORT

TO: Kathryn Cox Pelletier, Esq.

FROM: Elizabeth A. Bailey, Esq.

DATE: May 8, 2025

RE: Independent Investigation on Behalf of Your Client Rochester School District

Below please find the Executive Summary of my Report concerning this independent investigation.[1]

FINDINGS AND CONCLUSIONS

A. Findings And Conclusions Regarding Policy GBEB, Staff Conduct

1. Policy GBEB, Staff Conduct contains general standards and expectations concerning RSD employees. Policy GBEB does not exclude the Superintendent from being subject to this Policy. Policy GBEB incorporates by reference the New Hampshire Code of Conduct for New Hampshire Educators, found at N.H. Department of Education Administrative Rule Ed. 510.01-510.05. This New Hampshire Code of Conduct for New Hampshire Educators addresses the concept of retaliation only with reference to discrimination N.H. RSA 354-A, which is a New Hampshire statute which addresses in part employment discrimination (and retaliation) based on specified protected characteristics. Below, I set forth my findings concerning Azarloza's interactions with various employees in relation to the language of Policy GBEB.

[1] I recognize that witnesses have various RSD job titles and roles and/or levels of professional or academic accomplishment. I respectfully refer to witnesses only by last name for ease of reference.

[redacted]

2. [redacted] and Azarloza had minimal contact with one another because [redacted] was [redacted] direct supervisor. [redacted] considered [redacted] management style to be supportive and [redacted] enjoyed working with [redacted] was initially concerned that Azarloza was "targeting" [redacted] over relatively minor incidents: Azarloza's seeming criticism of [redacted] during the first week of school and [redacted] being asked to [redacted] with relatively little notice [redacted]. On January 2, 2025, [redacted] received an email with Azarloza's instructions about [redacted]. [redacted] felt these instructions were inconsistent with [redacted], and that [redacted] did not receive clear instructions about whether [redacted] should follow Azarloza's instructions or [redacted]

3. Azarloza was in fact concerned about [redacted] and [redacted] leadership. Although [redacted] pointed out that [redacted] metrics had improved year over year during [redacted] tenure, Azarloza was concerned that [redacted] was not aligned with RSD's evolving vision concerning discipline, which involved a focus on graduated sanctions and other anti-bullying measures that Azarloza espoused. [redacted] had not fully implemented these anti-bullying measures [redacted], so Azarloza had some objective reason to believe [redacted] was not aligned with what she considered to be the District's vision. Azarloza also received negative feedback about [redacted] [redacted].

4. Azarloza concluded that if [redacted] did not demonstrate improvement and align with the District's vision concerning discipline, [redacted] could be transferred [redacted] [redacted] previously and successfully served [redacted] and Azarloza believed [redacted] could succeed [redacted] Azarloza noted this potential to two Board members, and it was the subject of Azarloza's January 23, 2025 conversation with [redacted] discussed below.

5. In fact, [redacted] was never transferred by Azarloza, [redacted] was never placed on a performance improvement plan, and [redacted] was never subject to any discipline (nor did any witness contend that [redacted] should be disciplined). Rather, [redacted] received Mid-Year feedback from [redacted] which was generally positive. The evaluation process was followed regarding [redacted] Mid-Year Feedback.

6. I conclude that Azarloza's few direct interactions with [redacted] in September and December 2024 did not amount to "targeting" [redacted] Likewise, Azarloza's attention to [redacted] and whether [redacted] [redacted] seemed aligned with District discipline initiatives was an understandable focus from Azarloza as a Superintendent. However, it is undisputed that Azarloza was contemplating transferring [redacted] [redacted] in the event [redacted] elected to stay at RSD, and it is undisputed that [redacted] had not been informed of this possibility or given the opportunity to avoid such a potential transfer. I conclude that it was premature of Azarloza to signal the potential transfer of [redacted] to others beside [redacted]

without [redacted] being informed of this possibility so that [redacted] could address Azarloza's concerns and/or involve [redacted]

[redacted]

7. It is uncontroverted that [redacted] and Azarloza had a positive and professional working relationship. Azarloza selected [redacted], and Azarloza offered to [redacted] Azarloza thought [redacted] and [redacted] demonstrated professional promise and consequently [redacted] In fact, both [redacted] and [redacted] took advantage of this opportunity [redacted].

8. On January 22, 2025, [redacted] spoke at the [redacted] Azarloza [redacted]. [redacted] and [redacted] and [redacted], focused on the hope that the CASO position would free [redacted] to spend more time supporting [redacted]. [redacted] articulately noted [redacted] support of [redacted] and [redacted] position being maintained. Witnesses and the videotape of the TLSS Committee Meeting confirm that TLSS Committee [redacted] the TLSS Committee ultimately advanced the CASO position to the Finance Committee [redacted]

9. On January 23, 2025, [redacted] asked to meet with Azarloza, and Azarloza agreed. [redacted] wanted to discuss with Azarloza the comments [redacted]. [redacted] general recollection of this January 23, 2025 Meeting is set forth in [redacted] To [redacted] recollection, when [redacted] asked if Azarloza felt [redacted] Azarloza did not indicate that this was a concern. RSD 805. Azarloza then indicated that she had plans for [redacted] and offered to [redacted] initially agreed as [redacted] was [redacted] and would like the professional development. See RSD 805.

10. [redacted] later summarized aspects of this January 23 meeting concerning their discussion about [redacted] in [redacted] January 28, 2025 email to Azarloza, which is fully set forth below. See RSD 779; see also RSD 805.

11. Azarloza also summarized this January 23 meeting. See RSD 26-27. From Azarloza's perspective, Azarloza inquired why [redacted] had acted so protective of [redacted] at the [redacted], [redacted] RSD 26. [redacted] voiced concerns about the previous Superintendent pushing people out and [redacted] wanted to make sure that [redacted] wasn't pushed out. Id. Azarloza explained that most districts the size of RSD had [redacted]. Id. Azarloza believed that [redacted] wasn't in "a good head space." RSD 27.

Azarloza believed this because Azarloza perceived [redacted] was disappointed in not being able to [redacted], and Azarloza had heard that [redacted] had expressed some concerns about the transition plan associated with RSD closing down two schools and opening the new school. Azarloza offered to mentor [redacted] and discussed details [redacted]

12. From Azarloza's perspective, [redacted] was [redacted] and [redacted] had asked about Principal transfers associated with the closing of the two schools. Azarloza mentioned to [redacted] that they were still looking at that, and that as Azarloza had shared with [redacted] there is a potential third transfer in [redacted] RSD 27. Azarloza couldn't go into details, but Azarloza said that [redacted] was not aligning with the direction that RSD was headed. Id.

13. From Azarloza's perspective, Azarloza told [redacted] this information to appropriately inform [redacted] of a potential issue involving [redacted] consistent with good labor-management communications. From [redacted] perspective, [redacted] did not perceive this was the type of communication between [redacted] and management that is common to proactively provide information and work collaboratively to address issues.

14. [redacted] and Azarloza agree that Azarloza prefaced Azarloza's comments about [redacted] with noting that Azarloza could discuss [redacted] with [redacted] because [redacted] was [redacted] and Azarloza had already shared this information with [redacted] as [redacted]. [redacted] and Azarloza agree that Azarloza referenced that [redacted] vision did not align with the District's vision, but did not further elaborate on what Azarloza meant. [redacted] and Azarloza agree that Azarloza referenced transferring [redacted] to [redacted] as an option. [redacted] and Azarloza agree that Azarloza asked [redacted] not to repeat this information, and that [redacted] did not voice any concerns that Azarloza shared this information at the time.

15. From Azarloza's perspective, Azarloza thought she could appropriately disclose this confidential information about [redacted] to [redacted] as a [redacted] and Azarloza prefaced her remarks to this effect. Azarloza thought this interaction amounted to the kind of labor-management dialogue that can be constructive between a Superintendent and [redacted]. [redacted] did not understand this was Azarloza's purpose, and Azarloza did not say this was Azarloza's purpose.

16. [redacted] became troubled that Azarloza should not have disclosed confidential information about [redacted] to [redacted] as [redacted] [redacted] then reflected on [redacted] obligations as a [redacted] and [redacted] to protect [redacted] interests. [redacted] consulted with [redacted] and further consulted with the Union's attorney. It is undisputed that on January 24, [redacted] met with Downs [redacted] office to relay [redacted] concerns. [redacted] also consulted with [redacted] as [redacted]

[redacted] as [redacted] intended to directly contact Azarloza to relay [redacted] concerns as a [redacted].

17. On January 28, 2025, [redacted] reached out to [redacted] to voice [redacted] concerns. See RSD 806. [redacted] assured [redacted] that the evaluation process was being honored. Id. [redacted] encouraged [redacted] to speak with Azarloza, and [redacted] volunteered that [redacted] could relay these concerns to Azarloza if [redacted] did not feel comfortable in doing so. See id. [redacted] opted to email Azarloza [redacted] as [redacted] felt that the information should come from [redacted] as an [redacted]. Id.

18. On January 28, 2025 at 4:01 p.m., [redacted] emailed Azarloza, and copied [redacted] and [redacted] RSD 779. [redacted]

> Hi Annie,
>
> Thank you for taking the time to meet with me on Thursday last week.
>
> There is one thing I feel the need to address after discussing this with [redacted] based on our conversation that afternoon. You expressed at one point, because [redacted] and that you have shared with our [redacted] these concerns, you could then share with me a personnel concern you had regarding [redacted] In that conversation, you expressed that [redacted] vision was not in alignment with the district's. As such, you further shared that [redacted] was potentially looking outside the district for employment and had requested a letter of recommendation from you. You went on to share an idea which involved transferring [redacted] to [redacted] should [redacted] remain in the district [redacted]
>
> Reflecting on this conversation and, after conferring with [redacted] regarding the concern, I feel I have a responsibility as a member of the [redacted] of the [redacted] to ensure the evaluation process for all [redacted] continues to be followed and appropriate plans put in place to support [redacted] when there are concerns.
>
> In an effort to be transparent, I want you to be aware that because [redacted] is the direct supervisor of [redacted] I have reached out [redacted] and included [redacted] this email to inform [redacted] of this concern, as a member of the [redacted], and to ensure the evaluation process continues to be followed [redacted].
>
> RSD 779 (Note: Paragraphs spaced separately for ease of reference).

19. On January 28, 2025 at 10:48 p.m., Azarloza responded to [redacted] email and [redacted]

> Hi [redacted]
>
> It's unfortunate that you did not assume the best intentions. [redacted] was the one that made me aware of what was shared.
>
> Moving forward, I will not disclose any further information as it appears that such discussions are not being used in the best interest of children.

I'm happy to meet to further discuss but will not engage in an email debate about this matter.

RSD 780.

20. Both Azarloza and [redacted] were separately taken aback by the other's January [redacted] communication.

21. On January [redacted], 2025, Azarloza and [redacted] met for their [redacted] meeting at [redacted] office. Azarloza's recollections of this meeting are set forth in Azarloza's notes, which are fully incorporated by reference. See RSD 27-28. [redacted] recollections of this meeting are set forth in [redacted] notes, which are fully incorporated by reference. See RSD 807-809.

22. Azarloza's and/or [redacted] notes reflect that they discussed:

- Azarloza's concerns about [redacted] behaviors including being [redacted] regarding [redacted] at the [redacted] and [redacted] needing to be in the right frame of mind;
- Azarloza's questions about [redacted] email concerning [redacted]
- Azarloza's questions about [redacted] contact with Board Members and the policy about communications to the Board going through the Superintendent;

- [redacted] viewpoint that [redacted] communication was a protected conversation as an [redacted] (or from Azarloza's perspective, Azarloza noting that informing [redacted] of potential transfers was a common and good practice);
- Rumors that [redacted] was trying to push out Azarloza and the genesis of such rumors; and
- Azarloza's concerns that [redacted] had created a "'very big mess'" by leap frogging over Azarloza to speak with Downs.

See RSD 27-28; RSD 807-808.

23. Azarloza noted the consequences that [redacted] going to Downs had with Azarloza's maintenance of relationships and trust with the Board, and that her trust in [redacted] had been greatly impacted. RSD 28 and RSD 808. Azarloza explained why, as a result of [redacted] breaking Azarloza's trust and bypassing governance structures, Azarloza did not feel comfortable and could not have [redacted] at [redacted] Meetings which involved discussions of District-wide confidential information. RSD 28 and RSD 808. Azarloza was hopeful that [redacted] could eventually attend [redacted] Meetings again. RSD 28. [redacted] said [redacted] would respect, but disagreed with, Azarloza's decision about [redacted] Meetings. RSD 808

24. At the conclusion of this January 31, 2025 meeting, Azarloza asked [redacted] to meet with Azarloza and Downs to assist in improving the situation. RSD 808-809. [redacted] agreed to do so.

25. From Azarloza's perspective, [redacted] had violated Policy BHC by bypassing Azarloza to speak with Downs. Azarloza thought that this disclosure of confidential information by [redacted] made Azarloza question whether [redacted] may share information learned in [redacted] Meetings, which could involve confidential information or information about matters still under consideration and not yet fully vetted. In this investigation, Azarloza summarized her viewpoint as follows:

> In summary, [redacted] brought a concern about the principal transfer directly to the board chair without speaking to me first. The email [redacted] sent me and copied [redacted] and [redacted] raising concerns about the [redacted] was sent after [redacted] already spoken to the board chair. That's a violation of our board policy, which is in place to maintain trust and professionalism. Everyone has the right to bring forward concerns, but how those concerns are brought forward matters, especially for someone in a [redacted] position.
>
> I didn't discipline [redacted] for it, I didn't take any negative action against [redacted] position or role. I didn't demote [redacted] cut [redacted] pay, issue a disciplinary action, or change job responsibilities. I had no intent to harm [redacted] growth, in fact I had selected [redacted] to [redacted] our [redacted] gain experience [redacted]
>
> Instead, I made a decision that I felt was appropriate under the circumstances by changing [redacted] participation in a meeting [redacted] These are [redacted] meetings where we discuss confidential and strategic matters that require a high level of trust and alignment with our governance structures. Given that [redacted] had just bypassed those structures, I didn't feel comfortable including [redacted] in those conversations anymore. I was hopeful that [redacted] could eventually attend [redacted] when [redacted] was ready to hear sensitive information and not act on it.
>
> I was still offering to actively support [redacted] growth [redacted]. I had offered to meet [redacted] weekly to give [redacted] and support. I offered to observe [redacted] meetings and provide constructive feedback. I even invited [redacted] to attend a New Hampshire [redacted] Conference [redacted], which is a professional opportunity [redacted]. Those are not things that you do if you're retaliating against someone. I was trying to support [redacted] development while also maintaining accountability and protecting the integrity of [redacted]. It was about trust, [redacted] expectations, and ensuring that we all operate within the boundaries of board policy. I responded to the action, not the complaint.

RSD 29-30 (emphasis in original).

26. It is undisputed that Azarloza disallowed [redacted] continued ability to attend [redacted] Meetings because Azarloza felt [redacted] could no longer trust [redacted] due to the fact [redacted] had gone to Downs and disclosed [redacted] concerns about the January [redacted], 2025 discussion with Azarloza (and the information Azarloza asked [redacted] not to tell anyone). Azarloza felt that [redacted] should have instead gone to Azarloza under RSD Policy BHC. Azarloza felt that [redacted] Meetings entailed confidential and evolving information, and Azarloza had lost trust in [redacted]

27. On February [redacted], 2025, Azarloza, [redacted] and Downs met in what Azarloza hoped would be a constructive meeting to reach closure. [redacted] attended as [redacted] representation. Azarloza explained her concerns that [redacted] "leap frogging" Azarloza and going to Downs caused problems because Azarloza could not defend herself and this impacted Downs' trust in Azarloza. [redacted] discussed the fact that Azarloza had disallowed [redacted] ability to attend [redacted] Meetings and [redacted] concern that [redacted] had been denied a [redacted] opportunity. Downs voiced his viewpoint that removing [redacted] from [redacted] ability to attend [redacted] Meetings was inappropriate.

28. The [redacted] requested to meet the Full Board in Non-Public Session on February 13, 2025 to address [redacted]

29. In this investigation, Azarloza explained that, from her perspective, [redacted] violated RSD Policy BHC which required [redacted] to go to Azarloza as Superintendent with [redacted] concerns rather than bypass Azarloza to speak directly with Downs as Board Chair. Azarloza explained that [redacted] has consistently supported [redacted] and Azarloza did not believe [redacted] was retaliating against [redacted] by removing (at least temporarily) [redacted] ability to attend [redacted] Meetings. From Azarloza's perspective, this was a measured approach which was not disciplinary in nature, and which did not result in any loss of pay, demotion or other type of loss, particularly as [redacted] was not even [redacted]

30. I fully credit Azarloza's sincerity and feedback that she did not intend to retaliate against [redacted] However, it is undisputed that [redacted] did and does feel that Azarloza retaliated against [redacted] I believe that the evidence supports the conclusion that [redacted] was reasonable to feel that [redacted] was retaliated against for protected activity:

- [redacted] emphasized repeatedly in [redacted] January 28, 2025 email to Azarloza that [redacted] voiced concerns in [redacted] role as a [redacted] and to protect [redacted] rights as [redacted].
- The fact that [redacted] went to Downs before going to Azarloza, even assuming this meeting was a violation of Policy BHC, does not translate into [redacted] being untrustworthy to the point that removal from [redacted] Meetings was necessary. [redacted] was not indiscreetly discussing this issue – [redacted] voiced a concern to the RSD Board Chair. In fact, [redacted] did not bypass Azarloza completely but ultimately did go to Azarloza to discuss [redacted] concerns as a [redacted]
- Azarloza herself had created this [redacted] Meeting form of organizational leadership for [redacted]. [redacted] Meetings were described in very positive terms by many who attended them as providing a larger perspective on the District as a whole and how leaders acted in the District's best interests on a variety of topics. [redacted] who attended thus received a larger perspective than the needs of their own buildings. Azarloza had allowed [redacted] and [redacted] to attend multiple [redacted] Meetings as part of their respective [redacted]

[redacted] had attended a [redacted] Meeting and constructively participated in it. The loss of access to [redacted] Meetings was loss of a [redacted] opportunity.

Other Employees

31. There are instances in which other current or former Central Office or other employees were concerned or dissatisfied about their respective interactions with Azarloza.

32. One [redacted] employee and Azarloza experienced challenges in their ability to work effectively with one another due to different professional styles and perspectives. I find that their interactions were professional, albeit strained from time to time. In fact, Azarloza and this employee were making some progress in their professional relationship shortly before Azarloza was placed on leave. A witness who observed their interactions felt that Azarloza and the employee simply needed more time to better align with one another.

33. Another [redacted] employee was very upset by her interpersonal interactions with Azarloza, and with Azarloza's change in this employee's job responsibilities and other changes and business decisions implemented by Azarloza. This former employee attributes [redacted] departure from RSD as "100%" because of Azarloza.

34. Another [redacted] employee was dissatisfied with the Administration's lack of support following Department changes, which were made by a Director and with Azarloza's approval. This employee was also concerned about how longevity pay was addressed at the employee's departure. Ultimately the former employee complained to the Board and initiated a wage claim at the New Hampshire Department of Labor, which the former employee and RSD successfully resolved.

35. A [redacted] employee was upset in one interaction with Azarloza, in which Azarloza spoke very directly to the employee.

36. Other [redacted] employees are reputed to have left employment due to dissatisfaction with the Administration, the [redacted] and/or pay issues.

Conclusions

37. Based on the express language of Policy GBEB, there is insufficient evidence to support the conclusion that Azarloza violated Policy GBEB or retaliated against the individuals listed above as "Other Employees." Azarloza, as Superintendent, is the face of the RSD Administration and some employees were sincerely dissatisfied with how they were treated as a result of workplace changes and their changed work environment under Azarloza's leadership. Some employees were concerned with their personal interactions with Azarloza. Although these concerns may be heartfelt, I do not find that they amount to any retaliation under Policy GBEB.

38. I find that under the express language of Policy GBEB, Azarloza did not retaliate against [redacted] However, as noted above, I find that it was premature of Azarloza to signal

the potential transfer of [redacted] to others beside [redacted] without [redacted] being informed of this possibility so that [redacted] could address Azarloza's concerns and/or involve [redacted]. Azarloza, in approaching [redacted] concerns in this manner, caused both the [redacted] and [redacted] to in turn be concerned that [redacted] may not be afforded a fair opportunity to address any issues [redacted]

39. I also conclude that under the express language of Policy GBEB, Azarloza did not retaliate against [redacted] in violation of this Policy. However, as noted above, and taking into account Azarloza's perception she was taking a measured approach concerning [redacted] and had no retaliatory intent, I find that [redacted] was reasonable under the circumstances to feel that [redacted] was retaliated against. This decision by Azarloza under the circumstances took away a [redacted] opportunity from [redacted] and called [redacted] trustworthiness into question after [redacted] has been well-regarded in [redacted]. These are both significant issues, and resulted in both [redacted] and the [redacted] being legitimately concerned about retaliation. I find that even crediting Azarloza's intent, this behavior in removing [redacted] ability to attend [redacted] Meetings was retaliatory.

B. Findings And Conclusions Regarding Policy GBEA, Staff: Conduct, Ethics and Nepotism

1. Policy GBEA addresses employee conflict of interest, ethical behavior and nepotism. The Superintendent position is not excluded from this Policy. This Policy incorporates the New Hampshire Code of Ethics for New Hampshire Educators.

The CASO Position

2. The evidence establishes that [redacted] was a leading candidate for the CASO position. A [redacted] employee, as well as an RSD [redacted], knew [redacted] and thought [redacted] would be a good candidate for the position. Azarloza did not previously know [redacted]. Azarloza emphasized [redacted] as a candidate for the CASO position before the position was reviewed at the TLSS Committee level, and [redacted] visited RSD.

3. The evidence establishes that even though Azarloza may have strongly signaled [redacted] was a good candidate for the CASO position, [redacted] was not assured the position. Other witnesses beside Azarloza confirm that [redacted] and other candidates would need to go through RSD's relatively new hiring process, including an initial Screening Panel.

4. This CASO position was not posted and never proceeded to the point of a hiring process because the Finance Committee did not approve it in the Finance Committee's February 10, 2025 Meeting.

5. I conclude that Policy GBEA has not been violated regarding any concerns related to the CASO position.

Execution of MOU's Without Board Approval

6. It is uncontroverted that Azarloza signed two MOU's without Board knowledge or approval which pertained to modifications to an existing CBA with the Teachers' [redacted] It is uncontroverted that the Board as a whole was concerned that this had occurred. It is uncontroverted that Azarloza has acknowledged she made a mistake and she has taken full responsibility for it.

7. I conclude that Policy GBEA has not been violated regarding the two MOU's in question. In Azarloza's contract and in Policy BDD addressing Board-Superintendent Relationship, the authority to sign contracts is not specifically addressed. In this investigation, I have reviewed MOU's with signature lines for the Board Chair or for the Superintendent, and there is evidence that prior Superintendents signed contracts on behalf of RSD.

8. The Board believed that Azarloza should not have signed these two MOU's for a variety of legitimate business reasons, particularly because she signed them without Board knowledge and authorization to do so. The evidence supports the conclusion that Azarloza was not mindful of the Board's legitimate concerns when she signed these MOU's, and Azarloza did not believe it was improper for her to sign these MOU's when she did so. Azarloza did not hide the fact these MOU's had been signed – one was the subject of an email that included District employees and the Board. Azarloza took full accountability for her actions and mistake. Under these circumstances, I conclude that Policy GBEA and its provisions related to employee conflict of interest and ethical behavior have not been violated.

Federal Grants

1. On or about October 28, 2024, RSD lost its [redacted], who had significant experience in this role. Due to the fact that others did not have federal grants experience, and Azarloza had some federal grants experience in her previous employment, Azarloza temporarily took over the oversight of federal grants at RSD. The [redacted] promptly created a position [redacted], which would have the responsibility for federal grants. That position was posted on or about November 18, 2024, however it was not filled until on or about January 26, 2025.

2. In the meantime, over Thanksgiving weekend in 2024, Azarloza worked to analyze and summarize the status of all federal grants. Azarloza circulated a working document to address federal grants ("Grants Google Document") and met [redacted] on December 3, 2024 and January 2, 2025. In several instances in this Grants Google Document, Azarloza thought that some Title I grant funds could appropriately be carried over into the following school year. See RSD 762-766. Azarloza explained in the course of this investigation that she believed this was appropriate and she did not believe that services to students were impacted in the current school year.

3. Before and after Azarloza was placed on administrative leave, RSD experienced some challenges in effectively managing federal grants. These challenges are best summarized through communications with RSD and the New Hampshire Department of Education ("NHED") which are set forth immediately below. I note that in many instances Azarloza was not able to be part of these communications, or address any issues raised, because she was out on administrative leave.

Title I Comparability Reporting

4. On October 15, 2024, [redacted] of the NHED emailed a blind copied group of "Superintendents, Business Administrators, and Title I Coordinators" concerning "2024-2025 Title I, Part A Comparability Reporting." RSD 686-687; see also RSD 690. [redacted] stated in relevant part:

> Demonstrating comparability of services is an annual requirement for each school district receiving federal Title I, Part A funds. In accordance with the Elementary and Secondary Education Act (ESEA), a school district may only receive Title I, Part A funds if it uses stated and local funds to provide services in Title I, Part A schools that, taken as a whole are at least comparable to the services provided in schools that do not receive Title I, Part A funds.
>
> Demonstrating comparability is a prerequisite for receiving Title I, Part A funds. Since Title I, Part A allocations are made annually, comparability is an ANNUAL requirement.:

RSD 686 [redacted] noted that "**All required documentation is due: December 1, 2024**." Id. (bold in original). [redacted] noted that she or a School District's Title I contact could be called for any questions. RSD 687.

5. In this investigation, Azarloza confirmed that she had not prepared the Title I Comparability Report.

6. In late March 2025, it came to RSD's attention that this Title I Comparability Report had not been completed. Specifically, [redacted] emailed NHED Title I Program Coordinator [redacted] and copied [redacted] to inquire if Rochester had submitted the Title I Comparability Report after [redacted] was unable to locate it. RSD 691. [redacted] responded on March 25, and copied [redacted] Id. [redacted] noted "Rochester has not submitted the comparability reporting this year," and attached the underlying October 15, 2024 notice. RSD 691-693.

7. In a March 26, 2025 email, [redacted]

> I would literally read them what NHED says about the requirement of completing the Title I Comparability report annually and let them know that Annie told [redacted] that she would complete it and it didn't happen. Regardless of the issues with onsite compliance

monitoring, if Rochester doesn't get this submitted, NHED will continue to withhold all Title I funding.

RSD 689.

8. From March 26-28, 2025, [redacted] continued to work with [redacted] with [redacted] and [redacted] copied on communications. See RSD 695-696. The Title I Comparability Report was ultimately submitted by RSD.

Title I Cost Transfer for McKinney Vento Transportation

9. From March 26, 2025 to March 28, 2025, [redacted] and [redacted] and [redacted] worked collaboratively to transfer $173,641.90 from the FY25 Grant McKinney-Vento Transportation line to the District's Student Transportation line. RSD 697-700.

10. It is reported that McKinney-Vento addresses students who experience homelessness, that each year RSD incurs significant expenses associated with the transportation of such students, and that expenses are above and beyond RSD's general transportation expenses. It is reported that RSD relies on being able to appropriately expend Title I funds to reimburse itself for McKinney-Vento related transportation expenses.

Title I Funding of Accounting and Grants Manager Position

11. The [redacted] contains significant responsibility for grants, including preparing, submitting and maintaining compliance in all grants for the RSD. RSD 702. As noted above, in late January 2025, [redacted] assumed this role. [redacted]

12. There is a November 15, 2024 email from Azarloza [redacted] copying [redacted] in which Azarloza indicated that this position will be "100%" Title I funded. RSD 701.

13. One witness is concerned that this position cannot be 100% Title I funded for several reasons, and to do so is inappropriate. Specifically, the concern is that this position is an "Accountant" position and an accountant position is excluded from Title I funding. Further, if this position is intended to replace [redacted] position, only 70% of [redacted] position was funded through Title I funds because [redacted] devoted 70% of [redacted] time to Title I responsibilities. Lastly, any change to funding needs to be first subject to a requested amendment to the NHED, and such an amendment needs to be approved by the NHED before any funds can be appropriately expended, according to the witness.

14. From Azarloza's perspective, she intended to submit a requested Title I funding amendment to the NHED in relation to [redacted] but had not yet done so before [redacted] assumed the role and before Azarloza's administrative leave.

Azarloza notes that she asked permission of the Board to do so at the beginning of her administrative leave but was not allowed to do so.

15. Azarloza and [redacted] understand that Title I funds cannot be expended without any necessary amendments to the grant in question being submitted to, and approved by, the NHED and Azarloza and [redacted] would not take any action in violation of these requirements. To Azarloza's recollection, 70% of this [redacted] position is being paid for with Title I funds because it replaces [redacted] position, and the remaining 30% would need to be subject to an amendment and approved by the NHED before RSD could use Title I funds. Azarloza had intended to request an amendment so that the position was 100% funded by Title I, as referenced above.

16. [redacted] recently became aware that [redacted] position was 100% paid for by Title I grant money from approximately the start of [redacted] to April 15, 2025. From April 15, 2025, this position's salary has been charged to RSD's operating funds. [redacted] confirmed that $22,415.36 had been paid for with Title I funds concerning this Accounting and Grants Manager position.

Title III Grant Application

17. On February 5, 2025, RSD submitted a 2024-2025 grant application. See RSD 705. On the same day [redacted] and [redacted] with Azarloza copied, were informed that the application was rejected for a variety of specified reasons. Id.

Title IV-A Program Reporting

18. The NHED made its first request for Title IV-A program impact data, which is an annual requirement, with a due date of January 30, 2025. See RSD 661. RSD did not provide this information. In a March 31, 2025 email from NHED Title IV-A State Program Coordinator [redacted] to [redacted] and copying [redacted] and [redacted], [redacted] noted that RSD still had not provided this required information. Id. [redacted] noted that the NHED had made multiple requests for this information, with extended deadlines per request. Id. Initially, the Title IV-A data was due on January 30, 2025; the due date for the Second Request was February 18, 2025; the due date for the Third Request was February 28, 2025; and the due date for the Fourth Request was March 15, 2025. Id.

19. In his March 31, 2025 email, [redacted] noted this was a Fifth Request for this data, and the data will be due on April 11, 2025. RSD 661. [redacted] noted in relevant part "Rochester is currently non-compliant with Title IV-A Program requirements." Id. [redacted] also noted "You may remember, one of the assurances agreed upon accepting Title IV-A Program funds is that the LEA shall annually report to the State Department of Education when asked." Id.

20. On March 31, 2025, [redacted] and [redacted] coordinated and confirmed that [redacted] would promptly complete this Title IV-A reporting requirement. RSD 663. [redacted] noted to [redacted] "Yes, we have to respond to all of their requests like this. It's very normal and it's a requirement of every district. This is another example of why this work needs to be done by an education person, not an accountant." Id.

21. On April 10, 2025, [redacted] submitted the Title IV-A Survey, and emailed [redacted], copying [redacted] to confirm the Survey's submission and to provide some clarifying information. RSD 659. [redacted] promptly replied on April 10, stating in relevant part:

> I will get this posted. There is nothing you can do about it now since the grant is closed. You'll be reported as not compliant with this budget spending requirement.
>
> For future grants, building the budget early on and paying attention to those requirements from the start can ensure that you easily meet those requirements.

See RSD 659. [redacted] copying [redacted] as [redacted], responded on April 11, 2025 to thank [redacted] and noted this happened after [redacted]

ESEA Programmatic Monitoring FY24

22. It is reported that the ESEA Programmatic Monitoring is conducted by the NHED and occurs on a standardized basis – that is, this monitoring is not in reaction to any particular events. Such monitoring occurred, and was the subject of follow up communication from NHED on March 10, 2025 to RSD, directed to [redacted] and copying RSD representatives. See RSD 709. This monitoring concerned timeframes before Azarloza became Superintendent.

23. In the fall of 2024, [redacted] informed RSD representatives in a [redacted] Meeting that this ESEA Programmatic Monitoring FY24 would occur in March 2025. See RSD 414 (Noted in October 15, 2024 [redacted] Ongoing Log under "Federal Grants Manager": "2 day audit w/ dept of ED. Many departments will be involved.")

24. On January 13, 2025, RSD received notice of the March 2025 Monitoring and confirmed that the Monitoring was scheduled for March 6, 2025. RSD 129. Azarloza unsuccessfully requested an extension due to personnel turnover, but NHED denied the request. See RSD 128-129. RSD had available to it a New Hampshire of Department of Education Elementary and Secondary Education Act Federal Programmatic Consolidated Monitoring Plan Toolkit, dated September 11, 2024. RSD 134-144.

25. On March 21, 2025, [redacted], Administrator I of the NHED Bureau of Instructional Support, Division of Learner Support emailed [redacted] as [redacted] to summarize the status of this ESEA Programmatic Monitoring. RSD 708-710. [redacted] was

"reaching out again in regards to the March 6, 2025, Fiscal Year 2024 ESEA Federal Programmatic Consolidated Monitoring" of RSD. RSD 708.

26. In this March 21, 2025 email, [redacted] noted that the NHED sent a summary of monitoring on March 10, 2025 which included a list of any outstanding items, further clarification needed, or no action items with comments. RSD 708. RSD was provided two business days to furnish documents to the NHED. [redacted] noted "However, no additional information nor any response was provided." Id. [redacted] continued in relevant part:

> Attached you will find a copy of that summary. In that summary, you will find that for 22, or 42%, of the monitored indicators, a complete lack of evidence was provided. This lack of evidence is non-compliant with 2 CFR § 200.337, to which NHED may, as a remedy for non-compliance, withhold Federal funding.
>
> However, due to the substantial turnover in key personnel the District has experienced within the past year, we are granting a one week extension for the District to provide the required evidence. **If the District fails to provide a sufficient response to this communication by the close of business on Friday, March 28, 2025, NHED will move forward with the withholding of all Federal funding, including Federal grants outside of the ESEA Title programs.**

RSD 708 (bold and emphasis in original).

27. RSD worked diligently and met the March 28, 2025 deadline imposed by the NHED. On April 4, 2025 [redacted] emailed [redacted] and copied [redacted] and [redacted] noting that an official notification from the NHED, including to the School Board would follow on Monday (April 7, 2025). RSD 712. [redacted] noted in relevant part "The official notification will state that we've received evidence or an explanation for each indicator, meaning funds will not be withheld at this time, and it will outline next steps." Id.

28. On April 14, 2025, [redacted] again contacted [redacted] copying RSD and NHED representatives, and noted that the NHED provided a summary of areas of changes necessary to achieve compliance in advance of a full report. RSD 713.

29. Based on the evidence summarized above, which in some instances is still a work in progress between RSD and the NHED, I find that RSD experienced significant challenges and demonstrated some shortcomings in federal grants management [redacted]. Azarloza's federal grants oversight was intended as a temporary measure, and she had other significant responsibilities in addition to taking on federal grants management oversight. Other RSD individuals did not have federal grants management experience. There were notable instances of federal grants requirements not being met – the Comparability Report was not submitted by the December 1, 2024 deadline when it was Azarloza's responsibility to do so, RSD repeatedly failed to respond to requests for Title IV-

A program impact data, and RSD initially failed to respond to the NHED's follow up communications regarding ESEA Programmatic Monitoring.

30. Concerns have been raised that Azarloza's intent to carry over Title I funds from this school year to the next school year may have resulted in services being denied this school year. Azarloza does not believe that was the case, and that was not her intent. Other witnesses interviewed were unable to confirm if services have been denied this school year due to Azarloza's stated intent to carry over Title I funds into the next school year. There is insufficient evidence at this time to establish that services were denied in this school year due to Azarloza's intent to carry over Title I funds. I believe that a determination concerning this issue requires a separate in-depth and highly factual inquiry by a subject matter expert regarding Title I and federal grants compliance concerning RSD's services requested (or deferred) in this school year, whether and when those services have been received, and whether any carry over of funds has occurred and was appropriate under the facts, circumstances and federal grant standards.

31. Likewise, there is insufficient evidence at this time to establish if there has been any violation of Title I-IV standards, and it is not my purview to do so. That is ultimately for the NHED to determine based on its subject matter expertise, oversight and ongoing work with RSD.

32. I find that any challenges and shortcomings identified above are not due to any intentional disregard of compliance requirements or failure to fulfill job responsibilities with honesty and integrity by RSD representatives, including by Azarloza.

33. Based on this evidence, and with further determinations about federal grant compliance in the purview of the NHED, I conclude that a violation of Policy GBEA is unsustained at this juncture.

C. Findings And Conclusions Regarding Policy GBL, Personnel Records

1. This Policy, as written, addresses personnel records (as opposed to the disclosure of confidential information) which may appear in an employee's personnel records.

2. There is no evidence that Azarloza disclosed any personnel records. Findings concerning the discussion with [redacted] about confidential information related to another employee are set forth above.

3. I conclude that the evidence establishes that Policy GBL was not violated by Azarloza.

D. Findings And Conclusions Regarding Policy JGD-R2, Response Plan for Criminal Incidents

1. Policy JGD-R2 is a detailed Response Plan for Criminal Incidents. It does not address Manifestation Reviews that came into issue between the RSD and the RPD earlier in this school year.

2. RSD and the RPD enjoyed a positive and constructive working relationship for many years. The current SRO [redacted], and [redacted] immediate supervisor, a [redacted], worked well with previous Superintendents [redacted], including [redacted] Part of this collaboration involved [redacted] conducting a Manifestation Review in instances in which charges were considered against a student with a disability. From RPD's perspective, this interaction between [redacted] and RPD was described as "flawless."

3. In this school year, under Azarloza's leadership, RSD began to focus on options other than or complimentary to out of school suspensions ("OSS") and focus on graduated disciplinary sanctions.

4. In the late Fall of 2024 and into 2025 there were [redacted] at issue in which [redacted] declined to conduct Manifestation Reviews because in each case a 10 day suspension metric under federal law was not met. From the perspective of Azarloza and RSD representatives, they were following the federal law in doing so and their intent was to comply with the law [redacted].

5. From RPD's perspective, [redacted] failure to conduct Manifestation Reviews in these [redacted] was inexplicable, a departure from how these matters had been handled in the past, and significantly and negatively impacted RPD's ability to prosecute these matters. That is, RPD could not effectively prosecute these matters under state law without the Manifestation Reviews being conducted.

6. Azarloza and the [redacted] exchanged communications in December 2024, including the [redacted] sharing recent New Hampshire case law and Azarloza sharing the detailed legal opinion of RSD's special education legal counsel.

7. Azarloza and the [redacted], along with the SRO and representatives of RSD and RPD met on January 6, 2025. In addition to the Manifestation Reviews being the subject of some discussion, Azarloza and RPD representatives discussed the SRO's role [redacted] Azarloza's viewpoint was that the SRO could not serve as essentially an Assistant Principal and should not be called by the Principal unless it involved a situation that otherwise would require a 9-1-1 call. The RPD believed that the parameters of the SRO's involvement were defined by the MOU between the RSD and the RPD ("the SRO MOU").

8. RPD witnesses were concerned that Azarloza overstepped her authority in that January 6, 2025 meeting by trying to dictate to RPD how to run a private event that RPD sponsors know as "Teen Night." Azarloza was concerned that the SRO had turned away a student from this event due to information about the student's conduct that the SRO knew from his work [redacted] The SRO did not know information about this student from any review of confidential and FERPA protected school records but rather from the SRO's own knowledge. The RPD believed it had a duty to keep Teen Night attendees safe, attendees had to be in good standing to

have the privilege of attending, and RPD was able to run this separate and non-RSD event as RPD saw fit.

9. This January 6, 2025 meeting did not resolve these differences, and issues continued concerning Manifestation Reviews. Shortly before Azarloza was placed on administrative leave, she met with RPD [redacted] in what she considered to be a constructive meeting. Azarloza was working on her review and revisions to the SRO MOU for this year, but this had not concluded prior to her administrative leave.

10. Witnesses describe the RSD-RPD relationship as notably improving in the past two months. RPD witnesses appreciate the constructive and collaborative approach of the current [redacted]

11. I find that Azarloza and RSD representatives were attempting to comply with their current understanding of the law, as advised by RSD's special education legal counsel, regarding the Manifestation Reviews in question. I find that RPD disagreed with this legal interpretation and found that RSD's failure to conduct Manifestation Reviews for the [redacted] at issue negatively impeded RPD's ability to pursue these [redacted] in the juvenile justice system, which itself is rehabilitative and provides resources which can help juveniles.

12. I find that both RSD and RPD worked professionally to attempt to resolve this disagreement.

13. I find that this dispute involved [redacted], and there was no blanket refusal to conduct Manifestation Reviews by Azarloza or RSD representatives.

14. Under this circumstances, I conclude that there has been no violation of JGD-R2.

SHEEHAN PHINNEY

ATTORNEY-CLIENT PRIVILEGED AND CONFIDENTIAL REPORT

TO: Kathryn Cox Pelletier, Esq.

FROM: Elizabeth A. Bailey, Esq.

DATE: May 8, 2025

RE: Independent Investigation on Behalf of Your Client Rochester School District

I. INTRODUCTION

Your law firm of Upton & Hatfield, LLP retained me to conduct an independent investigation regarding your client the Rochester School District's ("RSD's") underlying concerns as set forth in RSD's February 14, 2025 letter to Superintendent Annie Azarloza. This Attorney-Client Privileged and Confidential Report summarizes my investigation and findings.

II. SUMMARY OF EVIDENCE REVIEWED

A. Witness Interviews

During the course of this investigation, I interviewed the following witnesses listed in alphabetical order by last name. [1] Unless otherwise indicated, all interviews were conducted via Zoom with cameras activated.

Annie Azarloza ("Azarloza"), Superintendent (March 28, 2025 at 8:30 a.m., April 4, 2025 at 1:30 p.m., both via Zoom, and April 17, 2025 at 9:00 a.m. via telephone due to Zoom technical difficulties, all with Azarloza's personal attorney Olivia Bensinger, Esq. present)

Matt Beaulieu ("Beaulieu"), School Board Member, Finance Committee Member, JBC Committee Member, Operations Committee Member (March 13, 2025 at 4:00 p.m.)

[1] I recognize that witnesses have various RSD job titles and roles and/or levels of professional or academic accomplishment. I respectfully refer to witnesses only by last name for ease of reference.

[redacted])

Nick Bellows ("Bellows"), School Board Member, Finance Committee Member, Operations Committee Member (March 10, 2025 at 4:00 p.m., and at 6:10 p.m. via telephone)

[redacted]

Paul Cormier ("Cormier"), School Board Member, Governance Committee Member, Teaching, Learning & Student Services Committee Member (March 11, 2025 at 12:28 p.m.)

Steve Cusumano ("Cusumano"), School Board Member, Finance Committee, JBC Committee Member, Vice Chair of Operations Committee (March 12, 2025 at 12:00 p.m.)

[redacted]

Shane Downs ("Downs"), School Board Member, Chair of School Board, Chair of Finance Committee, Joint Building Committee Member, Operations Committee Member (February 21, 2025 at 12:00 p.m. with [redacted] present, March 7, 2025 at 9:30 a.m.)

[redacted]

Sarah Harrington ("Harrington"), School Board Member, Finance Committee Member, Operations Committee Member (March 11, 2025 at 4:30 p.m.)

[redacted]

Sandy Keans ("Keans"), School Board Member, Chair of Governance Committee, Teaching, Learning & Student Services Committee Member (March 20, 2025 at 4:30 p.m.)

[redacted]

Shauni McGowan ("McGowan"), School Board Member, Vice Chair of Finance Committee, Operations Committee Member (March 18, 2025 at 3:00 p.m.)

[redacted]

Matt Pappas ("Pappas"), School Board Member, JBC Committee Member, Vice Chair of Teaching, Learning & Student Services Committee, Governance Committee Member, NHSBA Delegate (March 14, 2025 at 3:30 p.m. via telephone)

[redacted]

Karen Stokes ("Stokes"), School Board Member, Governance Committee Member, Chair of Teaching, Learning and Student Services Committee (March 13, 2025 at 3:00 p.m.)

[redacted]

Erik White ("White"), School Board Member, Vice Chair of Governance Committee, Teaching, Learning & Student Services Committee Member (March 14, 2025 at 5:00 p.m.)

Kelli (Allen) Wiggin ("Wiggin"), School Board Member, Governance Committee Member, TLSS Committee Member (March 14, 2025 at 9:30 a.m.)

At the outset of this investigation, I was presented with a list of witnesses to interview from the RSD. During the course of my investigation, some witnesses also suggested that I should interview various individuals. Respectfully, I exercised my independent judgment in determining which witnesses to interview, and I did not interview witnesses if they were not mentioned as having specific relevant information and/or if their potential information appeared duplicative. Please note that I interviewed some witnesses on multiple occasions as needed to address information supplied or to follow up with additional questions, and there were two potential witnesses who did not respond to my outreach efforts.

All witnesses interviewed fully cooperated. All witnesses interviewed demonstrated concern for, and commitment to, the best interests of RSD and its students.

B. Documents and Videos

In this investigation, I reviewed the Policies set forth in the February 14, 2025 letter to Azarloza. I also reviewed the videos of the January 22, 2025 Teaching, Learning & Student Services ("TLSS") Committee Meeting and the February 10, 2025 Finance Committee Meeting. https://www.rochesterschools.com/page/school-board-videos.

I also obtained and reviewed a variety of documentation from various witnesses, including Policies, MOU's, communications and personal notes, along with some general information about RSD that I obtained from its website, which are Bates Stamped "Confidential RSD 1-884."[2] These documents are attached as Attachment A, with a Table of Contents which indicates the source of information. In Sections III-IX below, I reference documents by Bates Stamped page number for ease of reference.

III. FACTUAL FINDINGS CONCERNING GENERAL INFORMATION

A. The Board, Board Committees and Policies

1. The Rochester School Board ("the School Board" or "the Board") is a 13 Member Board. Current Board Members are Downs, Stokes, Beaulieu, Bellows, Camire, Cormier, Cusumano, Harrington, Keans, McGowan, Pappas, Wiggin and White. Board Members serve 2 year terms. Board Members include people who have lived in Rochester their entire lives, RSD alumni, people who have children who attend or attended RSD schools, people who have a family member working in RSD, people who are current or former educators or who have family members who are educators, and people who are active in the Rochester community apart from their Board involvement.

2. Board Members are each assigned to serve on multiple Board Committees. The Finance Committee and the TLSS Committees are two of these Committees.

3. Policies at issue in this investigation, as set forth in the February 14, 2025 letter to Azarloza, are:

[2] Please note that personal notes were generally prepared by witnesses to summarize the information they wished to relay to me in my role as an Independent Investigator rather than prepared by the witness contemporaneously with events. I have included such information in this Report as a means of relaying the respective witness's feedback in the witness's own words, but such personal notes do not have any greater significance than witnesses' verbally relayed information or other forms of evidence obtained in this investigation.

- Policy GBEB, Staff Conduct, at RSD 850 (incorporating by reference the New Hampshire Code of Conduct for New Hampshire Educators, N.H. Dept. of Education Administrative Rule Ed. 510.01-510.05).
- Policy GBEA, Staff: Conduct, Ethics, Nepotism, at RSD 851-852.
- Policy GBL, Personnel Records, at RSD 853.
- Policy JGD-R2, Response Plan for Criminal Incidents, at RSD 854-857.

These Policies are fully incorporated by reference.

4. Policy BHC is another Policy that has been referenced by Azarloza and some Board Members as a concern in relation to some underlying interactions that are part of this investigation. Policy BHC concerns "Board-Staff Communications." RSD 4. This Policy envisions that "basic lines of communication will …be through the Superintendent of Schools." Id. "All communications or reports to the Board or any Board committee from principals … shall be submitted through the Superintendent." Id. Policy BHC further provides that "Board members shall not initiate or listen to discussions of personnel-related matters, staff complaints or grievances, other than in accordance with established board policies and regulations, or in accordance with existing collective bargaining agreements." Id.

B. Azarloza's [redacted] Roles at RSD

1. Azarloza assumed the role of Superintendent of RSD in July 2024. See RSD 860-862. Prior to Azarloza's formal start as Superintendent, she worked with RSD representatives [redacted] in May and June 2024. Azarloza has extensive professional administration experience in education before coming to RSD, but this is her first professional experience in New Hampshire public education.

2. [redacted]

3. Azarloza [redacted] describe themselves, and are described by other witnesses, as having very different leadership styles [redacted] are committed to RSD's success, and to the success of its staff and students.

C. The A[redacted] and Its [redacted]

1. The Rochester [redacted] and the Rochester School Board have a Multi-Year Master Agreement ("CBA") which expires on June 30, 2026. RSD 628-650. [redacted] are bargaining unit members under the CBA. RSD 630. [redacted]

D. The [redacted]

1. When Azarloza became Superintendent, she obtained approval to implement some new or repurposed leadership positions, including a Director of Human Resources, a Director of Operations and a Director of Finance. Azarloza formed a "Cabinet" or "Tactical Cabinet" of these and other Central Office leaders. The Cabinet consisted of [redacted] and [redacted] as well as the Director of Positive Youth Development and the Director of Family and Community Engagement. [redacted] attended Cabinet Meetings as Azarloza's Assistant. There was also an Executive Cabinet consisting of Azarloza, [redacted] and [redacted]

2. The Executive Cabinet meets for approximately an hour each Monday. The Cabinet meets on Tuesdays for 2-3 hours.

3. The Cabinet Meetings were organized so that each Cabinet Meeting proceeded with an Agenda, and significant work could be accomplished through a collaborative exchange of information. Cabinet Meetings were reflected in a working document entitled "Cabinet Tactical Ongoing Log," which was reviewed and revised during each Cabinet Meeting to maintain progress. See RSD 352- 450 (March 2025 – July 2024, in reverse chronological order).

4. Some Cabinet Members previously experienced Cabinets as a form of organizational leadership in other private and public educational settings, and found the Cabinet format to be highly effective, positive and constructive. These witnesses described the Cabinet Meeting interaction as focused on what is best for the District as a whole, and by sharing information Cabinet Members were able to brainstorm and help one another. Other Cabinet Members who had not been part of a Cabinet before did not see the same level of value to it as did the proponents of the Cabinet form of organization.

5. In October 2024, Azarloza discussed assigning Cabinet Members to observe School Board Members during Full Board Meetings to help with the Cabinet's After Action Reports ("AAR's") following Board Meetings. See RSD 408. A witness described the purpose of this was to analyze Board Members' questions and feedback in Board Meetings, and to determine how the Cabinet could better address such questions and gain the Board's trust.

6. Azarloza and [redacted] became aware that Administrators did not understand and questioned what was going on in Cabinet Meetings. Azarloza, in an effort to be transparent, decided that [redacted] would be invited to attend one Cabinet Meeting if they wished, so [redacted] could understand the work that was being accomplished. On October 29, 2024, [redacted] shared a spreadsheet with [redacted] about Cabinet Tactical Meetings, stating:

> If you haven't done so already, please sign up to attend a cabinet meeting. We know that there are still some questions about how the tactical [redacted] meetings work, and we want to make sure to demystify what occurs behind closed doors in the spirit of transparency.

You don't have to stay for the full three hours, but you are welcome to stay for the whole time if you would like. Please let me know if you have any questions.

RSD 802. Some [redacted] attended Cabinet Meetings, and some did not.

7. Azarloza believed [redacted] showed particular promise in their career advancement, and allowed them to attend as many [redacted]. One witness recalls [redacted] being positive and very constructive in [redacted] feedback during a [redacted], and that [redacted] noted [redacted] appreciation that [redacted] could share [redacted] ideas at the [redacted]

8. In the event a confidential personnel matter needed to be discussed in a Cabinet Meeting that a [redacted] attended, the Cabinet would defer discussion about such an item until the [redacted] left the Cabinet Meeting. One witness recalls [redacted] asked about how to handle such a potential situation before [redacted] started to attend Cabinet Meetings, and Azarloza indicated the Cabinet could hold off on addressing sensitive issues until the [redacted] left the Cabinet Meeting.

E. Reaction to Change in the Central Office

1. The Central Office is where RSD leadership worked, including Azarloza, [redacted] and the Cabinet. Some witnesses were energized and positive about the changes that Azarloza implemented concerning Central Office operations and personnel, and regarding RSD in general. Some witnesses felt that some Central Office employees were resistant to, or struggled with, the changes that Azarloza implemented. One witness felt that some Central Office employees had grown comfortable in doing things in a certain way, and at a certain speed, and were uncomfortable with innovation and being challenged to do things differently. Other witnesses felt that Central Office morale deteriorated under Azarloza's leadership, and that employees there were upset and/or unhappy.

IV. FACTUAL FINDINGS CONCERNING POLICY GBEB, STAFF CONDUCT, BY ENGAGING IN UNETHICAL AND/OR RETALIATORY BEHAVIOR TOWARDS SUBORDINATE EMPLOYEES.[3]

A. [redacted]

1. [redacted] has been with RSD for approximately [redacted] years. [redacted] served as [redacted] for 1 year, and then became [redacted] is now in [redacted] year as an Administrator. Before becoming [redacted] had not served as a [redacted]. [redacted] came with [redacted] from [redacted] to be one of the [redacted]

[3] [redacted] refer to issues raised in RSD's February 14, 2025 letter to Azarloza. See RSD 848.

2. At the beginning of the 2024-2025 school year, [redacted] felt that Azarloza seemed to be unduly critical of [redacted] also shared this view. On the first day of school at [redacted] Azarloza arrived [redacted] for a short time and later had [redacted] follow up about why [redacted] was not outside greeting students. In fact, [redacted] was in the gym greeting students. RSD 510 and 512. Later that week, when Azarloza was present at [redacted] she instructed [redacted] to prop open a door when [redacted] was greeting students. Id. [redacted] was concerned this posed a safety issue and noted concerns to [redacted] Id.

3. On September 6, 2024, [redacted] felt that Azarloza, following her walk throughs [redacted] critiqued [redacted] teachers who were then building routines and relationships in the first week of school, for not doing enough teaching. RSD 510.

4. [redacted] and not Azarloza directly supervised [redacted] because Azarloza had assigned [redacted] to directly oversee [redacted]. Therefore, Azarloza did not directly interact with [redacted] a great deal.

5. The [redacted] issues about working with a Superintendent based on what was widely reported as a negative experience [redacted] and the immediately previous Superintendent. [redacted] was concerned enough about [redacted] interactions with Azarloza (or communications to [redacted] attributed to Azarloza) that [redacted] became [redacted] and reported concerns [redacted]. The [redacted] in turn was aware of [redacted] concerns and took a wait-and-see approach to monitor Azarloza's interactions with [redacted]

6. In December 2024, Azarloza asked [redacted] on [redacted] relatively short notice to present to the School Board later the same week. [redacted] was unable to do so because [redacted] a scheduled vacation day. Azarloza ultimately elected not to have [redacted] present in [redacted] absence. See RSD 513-518. Azarloza had asked [redacted] to present on developments during the current school year, including the anti-bullying measures that Azarloza was implementing. [redacted] indicated to Azarloza [redacted] wasn't really using the anti-bullying program so [redacted] couldn't report on it.

7. On January 2, 2025, Azarloza communicated to [redacted] to instruct [redacted] that [redacted] should not use [redacted] Student Resource Officer ("SRO") [redacted] as a fourth Assistant Principal. See RSD 510 and 524. Specifically, Azarloza emailed [redacted]

> Good morning!
>
> Can you please connect with [redacted] first this morning and let [redacted] know that [redacted] cannot use [redacted] as another assistant principal. [redacted] can only call on [redacted] if[sic] the police were needed. In other words, if [redacted] did not have an SRO and [redacted] had to call the police that is the only time that [redacted] would call [redacted] This is important because the lines are getting blurred. Thanks.

RSD 524. [redacted]

8. [redacted] believed [redacted] Azarloza was inconsistent with the existing SRO Memorandum of Understanding ("SRO MOU") which outlined the responsibilities of the SRO. RSD 510 and 524 [redacted] felt that [redacted] never received clear direction concerning what [redacted] believed to be a difference between the SRO MOU and the email directive [redacted] received. Id.

9. [redacted] was concerned that following this January 2, 2025 interaction about use of the SRO, [redacted], approximately 2-3 times per week. RSD 510. [redacted] asked [redacted] was concerned that this was some focus on [redacted] performance. Id. From [redacted] perspective, [redacted] never received an answer as to why [redacted] was spending more time [redacted] RSD 510-511. In fact, Azarloza instructed [redacted] to work more closely with [redacted] for both [redacted] and [redacted] professional benefit.

10. Also in mid-January 2025, [redacted] raised a scenario about a Safe School Zone Report [redacted] which included Azarloza. RSD 511. [redacted] question on an event that occurred the day before [redacted] thought the scenario required a Safe School Zone Report; Azarloza did not believe the scenario required a Safe School Zone Report. Id. [redacted] the following day, who instructed [redacted] to put the actual event through to the Rochester Police Department. Id. (Azarloza and [redacted] both report that subsequently RSD's special education legal counsel agreed with Azarloza's assessment).

11. In [redacted] January 21, 2025 Middle of the Year Evaluation with [redacted] noted Azarloza asked [redacted] to bring up [redacted] attendance. RSD 511. [redacted] noted [redacted] had used available sick and vacation time, as encouraged by the CBA. Id. Ultimately, any concern about [redacted] attendance was not formalized in feedback contained in [redacted] See RSD 546-553. [redacted] included in recommendations to [redacted] RSD 548. Both [redacted] and [redacted] considered [redacted] to be generally positive.

12. On January 22, 2025, [redacted] continued to follow up [redacted] as instructed, about when to file a Safe School Zone Report. RSD 526.

13. [redacted] was also concerned when, on February 12, 2025, [redacted] understood Azarloza had reached out to another RSD employee to gather [redacted] disciplinary data (when it was not the role of this employee to do so), rather than seek such information from [redacted] RSD 511 and 527-533. [redacted] asked Azarloza about what the data was being used for, and Azarloza replied "to support and monitor. I've provided the data [redacted] today during our 1:1. Let me know if you have any further questions." RSD 532.

Azarloza's Concerns about [redacted]

14. From Azarloza's perspective, Azarloza did have concerns [redacted]

15. Azarloza noted that she had received complaints from families about discipline at [redacted] had a poor public perception on Facebook. RSD 30. Azarloza believed that [redacted] was resistant to the implementation of graduated disciplinary sanctions which

Azarloza sought. RSD 30; see Section VII below. Therefore, Azarloza believed that [redacted] vision did not align with RSD's vision in this regard.

16. Witnesses other than Azarloza described concerns [redacted] including disciplinary issues there, [redacted] leadership.

17. One Board Member, McGowan, previously worked [redacted] before and after [redacted]. Azarloza and McGowan note that McGowan voiced concerns about [redacted] leadership to Azarloza in their 1:1 meetings with one another. See RSD 30. McGowan felt that [redacted] did not create a welcoming culture for staff or students [redacted]

18. [redacted] approached [redacted] and asked [redacted] (not Azarloza) to write [redacted] a letter of reference because [redacted] wanted to leave RSD. [redacted] advised Azarloza, as [redacted] that [redacted] had asked [redacted] for a letter of reference and that [redacted] might leave RSD. [redacted] assumed this conversation was confidential in nature and would not be repeated by Azarloza. Azarloza noted in a text [redacted]

> Regarding [redacted] request for recommendation letter. Please do not try to convince [redacted] to stay. After hearing [redacted] take on the differences between the high school and the middle school, I don't believe that [redacted] matches the vision of where we're heading.

See RSD 267.

19. From Azarloza's perspective, [redacted] as a low performer and they discussed strategies to employ about how to help [redacted] grow. Azarloza noted that [redacted] met with [redacted] in early February about [redacted] and performance. RSD 31.

20. From Azarloza's perspective, a possible transfer of [redacted] was a common [redacted] practice to place [redacted] where they may be most effective. Azarloza thought that transferring [redacted] made sense because [redacted] had done well in [redacted] experience. RSD 31.

21. Downs recalls that in a 1:1 with Downs, Azarloza noted she would transfer [redacted] to the [redacted], and if [redacted] did not like the move [redacted] could self-select. Cormier recalls that in a 1:1 meeting with Cormier, Cormier brought up [redacted] Cormier hears a lot [redacted] from families due to his community involvement, and he heard a lot of complaints about a lack of discipline [redacted]. Cormier therefore was critical of [redacted] Azarloza noted it was alright, and that she was trying to get rid of [redacted] by Christmas. McGowan recalls that in a 1:1 meeting with Azarloza, Azarloza said that if [redacted] didn't improve [redacted] performance Azarloza would transfer [redacted] to a [redacted] Azarloza also noted to McGowan it would be difficult to fire [redacted] under "cause" standards.

[redacted]

22. [redacted] directly supervised [redacted] and thought [redacted] performance had improved from the previous year, although there remained areas of improvement. [redacted] considered [redacted] to be receptive to constructive feedback, and thought [redacted] worked diligently to make progress.

23. [redacted] offered Azarloza the ability to review [redacted] of [redacted] but Azarloza declined to do so and trusted [redacted] with it. Later, Azarloza thought that [redacted] had been too high [redacted]

24. Azarloza questioned if [redacted] should be placed on a performance improvement plan, but [redacted] did not think there were grounds to do so. [redacted] did not feel that [redacted] performance warranted one; that is, [redacted] did not feel that [redacted] performance was poor or should result in a performance improvement plan.

[redacted]

25. [redacted] was not placed on any performance improvement plan or subject to any discipline due to [redacted] performance. Azarloza and/or [redacted] did not discuss a potential transfer to [redacted] with [redacted]

Azarloza's Philosophy

26. Some Board Members recall that Azarloza used the term "self-select" in relation to how to address employee performance issues. That is, Azarloza wanted to give employees the tools they needed to succeed in a current role, and she did not want to terminate employees. Azarloza wanted employees who failed to succeed, after being provided support and tools to do so, to be self-aware and elect to leave the position if it was not a fit. Some Board Members were concerned that this "self-select" concept was in reality a means to force out employees. Azarloza confirmed her philosophy was to provide the employee with support to improve and succeed and allowing the employee the ability to recognize if [redacted] or [redacted] was not a fit in the role, with the hope that the employee would succeed.

B. [redacted]

[redacted]

[redacted]

[redacted]

Azarloza's [redacted] Working Relationship

3. [redacted] was on the Hiring Committee concerning the [redacted] search. Azarloza and [redacted] have had a professional and constructive working relationship. [redacted] felt [redacted] interactions with Azarloza were fine and pleasant, and Azarloza came to [redacted] building on occasion. Azarloza saw potential in [redacted] and made [redacted]

January 11, 2025 Azarloza and [redacted] Discussion about the CASO Position

4. Azarloza recalls that she and [redacted] met for other reasons on January 11, 2025, and in the course of the meeting discussed the Chief Academic Support Officer ("CASO") position Azarloza intended to advance later in the month. RSD 26.[4] [redacted] was initially [redacted], but it required [redacted] and therefore [redacted] was not qualified. Azarloza believed that [redacted] was disappointed by the fact [redacted] was ineligible for the CASO position; from [redacted] perspective [redacted] was initially interested in it but quickly moved on once [redacted] learned it was not an option.

January 22, 2025 TLSS Committee Meeting

5. On January 22, 2025, the TLSS Committee met, and at that meeting Azarloza presented the Job Description of the CASO position for the TLSS Committee's consideration. See RSD 804 ([redacted] summary); see Video of January 22, 2025 TLSS Committee Meeting.

6. Some Board Members who were on the TLSS Committee separately recalled that, going into this January 22, 2025 Meeting, they were individually not in favor of the CASO position for various legitimate business reasons. Prior to this meeting, Azarloza asked [redacted] and [redacted] to speak in favor of the CASO position if they wished. Just before the TLSS Committee Meeting started, [redacted] arrived. Azarloza had not invited [redacted] to speak about the CASO position because Azarloza understood that [redacted] had initially been interested in it. However, Azarloza told [redacted] that [redacted] was welcome to also speak to the TLSS Committee if [redacted] wished to do so. [redacted] agreed to do so. See RSD 26.

7. In the [redacted], Azarloza made a detailed presentation, including PowerPoint materials, to explain the need for the CASO position and its functions. See Video of January 22, 2025 [redacted]. Azarloza then invited the Principals to speak. [redacted] spoke. See Video of January 22, 2025 TLSS Committee Meeting. [redacted] spoke in favor of the CASO position. See Video of January 22, 2025 TLSS Committee Meeting. The Principals' support of the CASO position was in relation to the fact that the CASO position would result in [redacted] having more time to support [redacted]

[4] This position was described by different titles at different times in its evolution, including at the TLSS Committee Meeting. For ease of reference, it is referred to as the CASO position.

8. As the [redacted] who had been sitting farther back from the Committee, came forward to sit at a table more closely facing the Committee for ease of communication. See Video of January 22, 2025 TLSS Committee Meeting. [redacted] again spoke, and this time emphasized the importance of [redacted] maintaining her supportive role [redacted] See Video of January 22, 2025 TLSS Committee Meeting.

9. During the TLSS Committee Meeting, the Committee discussed issues concerning the CASO position. This prompted [redacted] to wonder if the Committee's feedback should be taken to account, the discussion should be tabled and Azarloza should return to address this feedback at another TLSS Committee Meeting concerning the position's title. [redacted]. Azarloza, understanding various time restrictions in the budget process, recognized that tabling the discussion was not feasible and briefly indicated to [redacted] that the discussion could not be tabled. See RSD 26.

10. Ultimately, the TLSS Committee voted in favor of advancing the CASO Job Description to the Finance Committee, with the Finance Committee to address any financial concerns about the CASO position. See Video of January 22, 2025 TLSS Committee Meeting. Board Members recall, and some stated at the TLSS Committee Meeting, that what had persuaded them to approve the Job Description was the supportive feedback from the Principals. [redacted] to participate in this discussion by taking a seat at the table was also favorably commented on by TLSS Committee Chair Stokes.

January 23, 2025 Meeting Between Azarloza and [redacted]

11. On January 23, 2025, [redacted] asked to meet with Azarloza, and Azarloza agreed. [redacted] wanted to discuss with Azarloza the comments [redacted] made at the TLSS Committee Meeting. [redacted] general recollection of this January 23, 2025 Meeting is set forth in [redacted] To [redacted] recollection, when [redacted] asked if Azarloza felt [redacted] had overstepped at the TLSS Committee Meeting, Azarloza did not indicate that this was a concern. RSD 805. Azarloza then indicated that [redacted] had plans for [redacted] and offered to mentor [redacted] on a weekly basis. [redacted] initially agreed as she was in the midst of starting a program to obtain a [redacted] license and would like the professional development. See RSD 805.

12. [redacted] later summarized aspects of this January 23 meeting concerning their discussion about [redacted] in [redacted] January 28, 2025 email to Azarloza, which is fully set forth below. See RSD 779; see also RSD 805.

13. Azarloza also summarized this January 23 meeting. See RSD 26-27. From Azarloza's perspective, Azarloza inquired why [redacted] had acted so protective of [redacted]

[redacted] RSD 26. [redacted] voiced concerns about the previous Superintendent pushing people out and [redacted] wanted to make sure that [redacted] wasn't pushed out. Id. Azarloza explained that most districts the size of RSD had two administrators. Id. Azarloza believed that [redacted] RSD 27. Azarloza believed this because Azarloza perceived [redacted] was disappointed in [redacted], and Azarloza had heard that [redacted] had expressed some concerns about the transition plan associated with RSD closing down two schools and opening the new school. Azarloza offered to [redacted] and discussed details [redacted]

14. From Azarloza's perspective, [redacted] was on the [redacted] and [redacted] had asked about [redacted] associated with the closing of the two schools. Azarloza mentioned to [redacted] that they were still looking at that, and that as Azarloza had shared with [redacted] there is a potential [redacted] RSD 27. Azarloza couldn't go into details, but Azarloza said that [redacted] was not aligning with the direction that RSD was headed. Id.

15. From Azarloza's perspective, Azarloza told [redacted] this information to appropriately inform a [redacted] leader of a [redacted] consistent with good labor-management communications. From [redacted] perspective, [redacted] did not perceive this was the type of communication [redacted] that is common to proactively provide information and work collaboratively to address issues.

16. [redacted] and Azarloza agree that Azarloza prefaced Azarloza's comments about [redacted] with noting that Azarloza could discuss [redacted] with [redacted] because [redacted] was on the [redacted] and Azarloza had already shared this information with [redacted] as [redacted]. [redacted] and Azarloza agree that Azarloza referenced that [redacted] vision did not align with the District's vision, but did not further elaborate on what Azarloza meant. [redacted] and Azarloza agree that Azarloza referenced transferring [redacted] and Azarloza agree that Azarloza asked [redacted] not to repeat this information, and that [redacted] did not voice any concerns that Azarloza shared this information at the time.

[redacted]

17. [redacted] reflected on what [redacted] considered confidential information about [redacted] that Azarloza had shared in their January 23, 2025 meeting. RSD 805-806. Later on January 23, 2025 [redacted] reached out to [redacted] to discuss. RSD 805. [redacted] was concerned about the potential targeting of [redacted] and wanted to ensure that the evaluation process was being followed regarding [redacted] RSD 805-806. [redacted] confirmed [redacted] own conversation with Azarloza, in

which Azarloza expressed concern about [redacted] but noted that Azarloza had not discussed [redacted] possible transfer. RSD 806. [5]

18. [redacted] later reached out to [redacted] on January 26, 2025 to inform him of [redacted] concerns and seek guidance. RSD 806.

19. The [redacted] eventually met in February to discuss [redacted] concerns. Initially when [redacted] reported [redacted] interaction with Azarloza, [redacted] did not disclose [redacted] name. Once the [redacted] explained that [redacted] was the [redacted] in question.

January 24, 2025 Meeting with [redacted] and Downs

20. On January 24, 2025, Downs came to [redacted] lunch [redacted] See RSD 806. [redacted] saw Downs and asked if he had a moment to connect because [redacted] wanted to bring to his attention [redacted] concern as a [redacted] Id. This was not a pre-scheduled meeting or pre-planned interaction.

21. Downs sat down with [redacted] and [redacted] relayed [redacted] concerns that Azarloza had shared confidential information and that [redacted]. RSD 806. [redacted] relayed concerns that personnel information was shared with [redacted] that should not have been; [redacted] wanted to be sure the evaluation process [redacted] was honored; and [redacted] was also concerned that the CASO information had not been accurately communicated with [redacted] the previous week because it appeared that at the TLSS Committee Meeting that the CASO position was another Assistant Superintendent position, and Azarloza did not dispute this. Id.

January 27, 2025 Communications about Mentorship

22. On January 27, 2025, [redacted] emailed Azarloza about Azarloza's offer to mentor [redacted] RSD 776; see also RSD 27. [redacted] outlined workload and [redacted]. RSD 776. [redacted] suggested "When the time for the portfolio portion arrives, I think that maybe better served as time for us to meet simply due to the process of meeting competencies and such." Id. [redacted] went on to note "I appreciate the support in this journey. I'm looking forward to diving into [redacted] and

[5] [redacted] recalls having a conversation with Azarloza in approximately December 2024 as part of a 1:1 meeting with Azarloza for [redacted] personally, as opposed to a Union meeting with the [redacted] Azarloza encouraged Principals to ask questions, so [redacted] brought up staff members' reassignment as part of the transition of two schools closing and the new Salmon Falls School opening. [redacted] wanted to confirm that no one would lose their jobs or be required to be reassigned, and Azarloza confirmed that. To [redacted] recollection. Azarloza did not discuss [redacted] possible transfer. [redacted] would have been [redacted] if Azarloza had done so.

finally getting a firmer understanding of district operations." Id. Azarloza responded later on January 27 "I'm here for whatever you need. Let me know how I can be of help." RSD 778. See also RSD 806.

January 28, 2025 Email from [redacted] Noting Concerns and Azarloza's Response

23. On January 28, 2025, [redacted] reached out to [redacted] to voice [redacted] concerns. See RSD 806. [redacted] assured [redacted] that the evaluation process was being honored. Id. [redacted] encouraged [redacted] to speak with Azarloza, and [redacted] volunteered that [redacted] could relay these concerns to Azarloza if [redacted] did not feel comfortable in doing so. See id. [redacted] opted to email Azarloza herself as [redacted] felt that the information should come from [redacted] as a [redacted] Id.

24. On January 28, 2025 at 4:01 p.m., [redacted] emailed Azarloza, and copied [redacted] and [redacted] RSD 779. [redacted] stated:

> Hi Annie,
>
> Thank you for taking the time to meet with me on Thursday last week.
>
> There is one thing I feel the need to address after discussing this [redacted] based on our conversation that afternoon. You expressed at one point, because I was on the [redacted] and that you have shared with [redacted] these concerns, you could then share with me a personnel concern you had regarding [redacted] In that conversation, you expressed that [redacted] vision was not in alignment with the district's. As such, you further shared that [redacted] was potentially looking outside the district for employment and had requested a letter of recommendation [redacted] went on to share an idea which involved transferring [redacted] to [redacted] should [redacted] remain in the district [redacted] where you've noted [redacted] has had difficulty with making progress at this school.
>
> Reflecting on this conversation and, after conferring with [redacted] regarding the concern, I feel I have a responsibility as a member of t[redacted] of the [redacted] to ensure the evaluation process [redacted] continues to be followed and appropriate plans put in place to support [redacted] when there are concerns.
>
> In an effort to be transparent, I want you to be aware that because [redacted] is the direct supervisor [redacted], I have reached out to [redacted] and included [redacted] in this email to inform [redacted] of this concern, as a [redacted], and to ensure the evaluation process continues to be followed [redacted].

RSD 779 (Note: Paragraphs spaced separately for ease of reference).

25. On January 28, 2025 at 10:48 p.m., Azarloza responded to [redacted] email and added [redacted] the email chain:

> Hi [redacted]
>
> It's unfortunate that you did not assume the best intentions. [redacted] was the one that made me aware of what was shared.
>
> Moving forward, I will not disclose any further information as it appears that such discussions are not being used in the best interest of children.
>
> I'm happy to meet to further discuss but will not engage in an email debate about this matter.

RSD 780.

26. From Azarloza's perspective, she was taken aback by [redacted] January 28, 2025 email. See RSD 27. Azarloza felt [redacted] was insinuating Azarloza had not involved [redacted] with [redacted] possible transfer, when Azarloza had shared such information and she and [redacted] had been working to hold [redacted] accountable while following the evaluation process. See RSD 27. [redacted] did not read Azarloza's response until the next morning, and [redacted] was likewise taken aback by it. [redacted] felt that Azarloza had reacted negatively and had not addressed [redacted] underlying concerns.

January 31, 2025 1:1 Meeting Between Azarloza and [redacted]

27. On January 31, 2025, Azarloza and [redacted] met for their 1:1 monthly meeting at [redacted]. Azarloza's recollections of this meeting are set forth in Azarloza's notes, which are fully incorporated by reference. See RSD 27-28. [redacted] recollections of this meeting are set forth in [redacted], which are fully incorporated by reference. See RSD 807-809.

28. Azarloza's and/or [redacted] notes reflect that they discussed:

- Azarloza's concerns about [redacted] behaviors including being [redacted] regarding [redacted] at the TLSS Committee Meeting and [redacted] needing to be in the right frame of mind;
- Azarloza's questions about [redacted] email concerning [redacted]
- Azarloza's questions about [redacted] contact with Board Members and the policy about communications to the Board going through the [redacted]
- [redacted] viewpoint that [redacted] communication was a protected conversation as a [redacted] (or from Azarloza's perspective, Azarloza noting that informing [redacted] of potential transfers was a common and good practice);
- Rumors that [redacted] was trying to push out Azarloza and the genesis of such rumors; and
- Azarloza's concerns that [redacted] had created a "'very big mess'" by leap frogging over Azarloza to speak with Downs.

See RSD 27-28; RSD 807-808.

29. Azarloza noted the consequences that [redacted] going to Downs had with Azarloza's maintenance of relationships and trust with the Board, and that her trust in [redacted] had been greatly impacted. RSD 28 and RSD 808. Azarloza explained why, as a result of [redacted] breaking Azarloza's trust and bypassing governance structures, Azarloza did not feel comfortable and could not [redacted] Tactical Cabinet Meetings which involved discussions of District-wide confidential information. RSD 28 and RSD 808. Azarloza was hopeful that [redacted] could eventually attend Cabinet Meetings again. RSD 28. [redacted] would respect, but disagreed with, Azarloza's decision about Cabinet Meetings. RSD 808

30. At the conclusion of this January 31, 2025 meeting, Azarloza asked [redacted] to meet with Azarloza and Downs to assist in improving the situation. RSD 808-809. [redacted] agreed to do so.

31. From Azarloza's perspective, [redacted] had violated Policy BHC by bypassing Azarloza to speak with Downs. Azarloza thought that this disclosure of confidential information by [redacted] made Azarloza question whether [redacted] may share information learned in [redacted] Meetings, which could involve confidential information or information about matters still under consideration and not yet fully vetted. In this investigation, Azarloza summarized her viewpoint as follows:

> In summary, [redacted] brought a concern about the principal transfer directly to the board chair without speaking to me first. The email [redacted] sent me and copied [redacted] and [redacted] raising concerns about the principal transfer was sent **after** [redacted] had already spoken to the board chair. That's a violation of our board policy, which is in place to maintain trust and professionalism. Everyone has the right to bring forward concerns, but how those concerns are brought forward matters, especially for someone [redacted]
>
> I didn't discipline [redacted] it, I didn't take any negative action against [redacted] position or role. I didn't demote [redacted] cut [redacted] pay, issue a disciplinary action, or change job responsibilities. I had no intent to harm [redacted] growth, in fact I had selected [redacted] to lead [redacted] so that [redacted] could gain experience leading at a large scale.
>
> Instead, I made a decision that I felt was appropriate under the circumstances by changing [redacted] participation in a meeting that [redacted] never formally part of to begin with. These are [redacted] level meetings where we discuss confidential and strategic matters that require a high level of trust and alignment with our governance structures. Given that [redacted] had just bypassed those structures, I didn't feel comfortable including [redacted] in those conversations anymore. I was hopeful that [redacted] could eventually attend tactical meetings when [redacted] ready to hear sensitive information and not act on it.
>
> I was still offering to actively support [redacted] growth [redacted]. I had offered to meet with [redacted] weekly to give [redacted] coaching and support. I offered to observe [redacted] leading meetings and provide constructive feedback. I even invited [redacted] to attend a New Hampshire [redacted] June, which is a professional opportunity not

typically extended [redacted] Those are not things that you do if you're retaliating against someone. I was trying to support [redacted] development while also maintaining accountability and protecting the integrity of our leadership team. It was about trust, leadership expectations, and ensuring that we all operate within the boundaries of board policy. I responded to the action, not the complaint.

RSD 29-30 (emphasis in original).

Ongoing Communications between Azarloza [redacted]

32. In late January and in February 2025, Azarloza [redacted] exchanged and/or were both involved in the same professional communications about issues related to District business. See RSD 777, 781-784, 787-792.

Communications with Azarloza and Downs/Downs [redacted] Downs [redacted]

33. Downs recalls that Azarloza reached out to him between his January 24 meeting [redacted] but before the February 10, 2025 meeting between Azarloza, [redacted] Downs discussed below. Azarloza asked Downs if he had been talking to [redacted], and why didn't he tell her he had done so. Downs disagreed that he needed to tell Azarloza. Downs asked Azarloza how she had found out, and Azarloza told him [redacted] told Azarloza that [redacted] talked to Downs. Downs said OK.

34. Downs later found out in a chance encounter with [redacted] that Azarloza told [redacted] that *Downs* told Azarloza he had spoken to [redacted] Downs explained that was not the case. Downs felt badly, and called [redacted] to explain and apologize. During this phone conversation, [redacted] explained what Azarloza said in the [redacted] Azarloza January 31 Meeting.

February 10, 2025 Meeting Between Azarloza, [redacted] [redacted] Downs

35. Azarloza and [redacted] to schedule this meeting, which was postponed due to scheduling issues. See RSD 785-786, 793-794, 796. [redacted] confirmed in advance that [redacted], I will be requesting an additional [redacted] to join me for this meeting." RSD 785. The meeting ultimately occurred on February 10, 2025 at Azarloza's office.

36. From Azarloza's perspective, she wanted closure and to have Azarloza, [redacted] and Downs on the same page about Azarloza's and [redacted] conversations. RSD 28. Azarloza and [redacted] discussed their meeting on January 31. Azarloza described the January 31 meeting in positive terms, and noted their discussion about [redacted] first speaking with Downs. [redacted] corrected Azarloza that [redacted] had never mentioned the Board Member by name, rather, Azarloza had identified the Board Member as Downs. This, from both [redacted] and Downs' perspective, made it seem that Downs had spoken about his conversation with [redacted] to Azarloza when he had not done so.

37. [redacted] recalls that Azarloza discussed the fact that [redacted] had been there longer, so Downs trusted [redacted] and Azarloza did not have the ability to defend herself by [redacted] going o Downs first.

38. [redacted] recalls that there was discussion of how [redacted] acted like [redacted] concerning [redacted]. Azarloza talked about the dynamic of "Team Annie" [redacted] stated that [redacted] was "Team Kids."

39. [redacted] also brought up the fact that Azarloza was no longer allowing [redacted] to attend Cabinet Meetings, and [redacted] concerns about this. Downs voiced his viewpoint that this was not appropriate – the Board had instructed [redacted] included and this was part of [redacted] professional development. Azarloza felt that she was calling Cabinet Meetings and it was ultimately her decision about who attended. Azarloza and Downs debated their respective viewpoints in front of [redacted] before Azarloza tried to conclude this debate and move forward with the meeting.

40. Following the end of the meeting with Azarloza, Downs, [redacted] Azarloza and Downs continued to meet. Azarloza was disappointed that Downs would undermine her in front of other RSD employees, and she felt it was inappropriate that Downs did so. Azarloza thought that if Downs had a concern, he could have asked to speak with her privately even in the midst of the meeting. Downs continued to feel that Azarloza's decision to exclude [redacted] the Cabinet Meetings was inappropriate – he noted that he thought Azarloza was in the wrong and she should rethink her position. Azarloza noted that [redacted] did not get to decide [redacted] personal development; Azarloza had offered to mentor [redacted] declined. Downs, from his personal perspective, thought that employees should have some ability to determine professional development preferences for non-mandatory development opportunities. Essentially, this meeting ended with Azarloza and Downs agreeing to disagree.

[redacted] Meeting Participation

41. Prior to Azarloza's decision concerning [redacted] ability to attend Cabinet Meetings, [redacted] had signed up [redacted] to attend Cabinet Tactical Meetings. See RSD 797-799. It was contemplated that [redacted] would attend multiple Cabinet Meetings between February and May 2025. See RSD 798. [redacted] subsequently removed from those dates. Compare RSD 798 with RSD 801.

February 13, 2025 Azarloza Communication about Appreciating Dedication

42. On February 13, 2025 at 8:11 a.m., Azarloza send an email to the Rochester School Community which summarized positive developments in the District, and also reminded everyone about the high standards of ethical behavior guided by Policy GBEA. RSD 795. Azarloza also emphasized the importance of open communication regarding concerns, and how to address concerns by bringing them to supervisors or Human Resources to work through them, and noted Azarloza's door was always open. Id. Azarloza noted "I deeply value hearing from

you, and I trust that by working through proper channels, we can continue fostering a culture where every voice is heard and every concern is addressed in the best interest of our children." Id.

February 13, 2025 Non-Public Meeting [redacted]

43. On February 10, 2025, [redacted] emailed Downs on behalf of the [redacted], to request a non-public session with the School Board that Thursday, February 13 to discuss "a personnel matter." RSD 496-497. On February 12, Downs confirmed that he had spoken with the Board and they were able to meet, starting at 5:30 p.m. RSD 496.

The Non-Public Meeting occurred. Board Members present were (in alphabetical order by last name): Beaulieu, Bellows, Camire, Cormier, Cusumano, Downs, Harrington, Keans, McGowan, Pappas, Stokes, Wiggin and White. [redacted]

[redacted]

Follow Up [redacted]

44. In response to the Board's question about authority for [redacted] to communicate with the School Board, [redacted] later provided the following feedback to Downs:

I know we have mentioned before protections outlined between the communication of the Union's executive board and the school board. [redacted] thought it would be helpful to provide this to you for reference.

The authority of all of this is found in decisions of the NLRB and is followed by the PELRB. An executive board member of our Union has a fiduciary responsibility to represent a fellow Union member, this falls under concerted Union activity. In addition, we have an ethical responsibility to address unethical behavior of the superintendent targeting a Union member and making an executive board member and a school board member aware of this plan.

RSD 494.

C. [redacted]

1. Azarloza came to feel that [redacted] resistant to Azarloza and Azarloza's initiatives and vision for RSD. Specifically, Azarloza feels [redacted] preferred to maintain the status quo, and pushed back on "nearly everything that I proposed to change" in this school year. RSD 32. Azarloza believed [redacted] demonstrated resistance or push back in relation to:

- A full time HR Director position (as opposed to a part-time role), and that position being on the Cabinet. See RSD 32.
- Cabinet-level communications and the level of transparency that Azarloza was trying to implement. See RSD 32, citing RSD 241, RSD 245, RSD 254 and RSD 263.
- Azarloza's level of transparency in the What's Happening newsletter. See RSD 32.
- Azarloza's changes to Reports of the Superintendent during Full Board Meetings. See RSD 32.
- [redacted] desire to have autonomous decision making and not engage in collaborative decision making. See RSD 33.
- The distributive leadership model that Azarloza espoused, [redacted] a hierarchy. See RSD 33.
- The DARCI decision making model See RSD 33.
- The concept of First Team, which entailed loyalty to the Cabinet first as opposed [redacted]. See RSD 33.
- The HML assets building tool that organizations use to grow leaders, to which [redacted] vehemently opposed. See RSD 33.

As part of this investigation, Azarloza provided communications between Azarloza [redacted] which Azarloza felt illustrated [redacted] resistance or performance issues. See RSD 32, citing documents. In these documents, [redacted] raising any questions or concerns with Azarloza, was respectful and professional in the tone and content [redacted] communications.

2. [redacted] in non-public session in December (or in January – some witnesses question if this occurred at the December 12, 2024 or at the January 9, 2025 Board Meeting) [redacted]. See RSD 33.
[redacted]

[redacted].

3. From [redacted] perspective, based on [redacted] previous experience at RSD, [redacted] to [redacted] The Cabinet system of leadership was new [redacted] a group of leaders who were distanced from [redacted] were making impactful decisions without [redacted] more direct input.

4. [redacted] questioned the concept that the [redacted] must be the "First Team" [redacted] This seemed to put the smaller Cabinet group ahead of [redacted] and others [redacted]

5. [redacted] questioned the HML system that Azarloza espoused. This rubric involved the Cabinet rating [redacted] direct reports without their knowledge and participation. [redacted] did note [redacted] significant concerns about this system.

6. As their working relationship continued, [redacted] was not fully included in decisions by Azarloza, and that [redacted] not necessarily accepted or valued by Azarloza, and [redacted] marginalized.

7. Azarloza met with [redacted] in January to discuss [redacted] and provide examples [redacted]. See RSD 33. Azarloza also began documenting [redacted] via email in January. See RSD 33, citing RSD 274-276.

8. On January 23, 2025, Azarloza emailed [redacted] to follow up on their recent discussion "to ensure clarity and alignment moving forward." RSD 334-335. Azarloza expressed concerns about the lack of a clear plan, including a contingency plan, to support [redacted] RSD 334. Azarloza also discussed "the error made in advising the [redacted] to complete a Safe School Zone form for simple assault, which was not necessary, and also without verifying whether the student was identified [redacted]." RSD 335. Azarloza reiterated her goal to support [redacted] noted that these incidents impacted Azarloza's confidence [redacted]. Azarloza noted she "needed to see a proactive effort to ensure alignment with district protocols and expectations moving forward." Id.

9. Also on January 23, [redacted] Azarloza's email to "clarify a few things as well in hopes of resolving any concerns [Azarloza] had." RSD 333-334. [redacted] provided information about issues raised by Azarloza, including confirming [redacted] "owned that I missed the step [redacted]. As soon [redacted] brought this to my attention, we immediately went to work to resolve this. We were in agreement we would not

ask the police department to pursue this." RSD 334. [redacted] concluded [redacted] email by stating: "Thank you for sharing that your goal is to support my growth. I will gladly accept your support. Please know that I am here to support you as well, as one of your hard working and dedicated Cabinet members." Id. Azarloza responded to [redacted] by email dated January 24, 2025, stating:

> After reading through your response, I believe there is a clear disconnect between your understanding of the current concerns I raised, and my expectations. I want to ensure we're aligned moving forward, so we'll revisit the conversation [redacted] In the meantime, I encourage you to reflect on the feedback I've shared and how we can move toward better alignment with district priorities and protocols.

RSD 333.

10. In approximately February 2025, Azarloza [redacted] met to discuss how they could work together more smoothly for the benefit of RSD and its students. To [redacted] it seemed like a candid and constructive conversation with a positive outcome, and with a joint commitment to serve the best interests of RSD students.

11. On February 10, 2025, and after the Finance Committee voted to not approve funding for the CASO position, [redacted] discovered via a 9:20 p.m. email that Azarloza had limited [redacted] access to Azarloza's calendar. See RSD 452.

12. [redacted] who worked with the Cabinet on a consulting basis and observed the professional relationship between Azarloza [redacted] felt that they were both new in their respective roles, and that they were making progress [redacted], and their professional relationship simply needed time for them to settle in. That is, based on his extensive experience with Superintendents and Boards and organizational dynamics, [redacted] felt that prior to Azarloza being placed on administrative leave Azarloza's [redacted] dynamic should not pose a concern to the Board that the relationship could not succeed [redacted].

13. Some witnesses described unattributed rumors that [redacted] trying to force out Azarloza as [redacted] the evidence does not support such a conclusion. [redacted]

D. [redacted]

1. Prior to Azarloza becoming Superintendent, [redacted] worked independently and enjoyed a good working relationship with the previous Superintendent.

2. Prior to Azarloza formally assuming the role of Superintendent in July 2024, [redacted] voiced concerns to [redacted] about [redacted] contract and the status of pay raises. See RSD 302-305. [redacted] recommended supporting a pay raise for [redacted] and Azarloza supported that recommendation. RSD 306-307. Thereafter, Azarloza worked with [redacted] to better understand [redacted] contract concerns. RSD 308-311.

3. Azarloza changed the reporting structure, and [redacted] did not report directly to Azarloza. Instead, [redacted] reported to [redacted] no longer managed subordinates. [redacted] considered this to be a demotion.

4. Azarloza included [redacted] on the Cabinet. Azarloza perceived that [redacted] did not find the Cabinet to be a useful exercise, and indeed [redacted]

5. [redacted] Azarloza tried to take Professional Development Time [redacted] by Azarloza's characterization of attendance at a Drummond Woodsum training as being discretionary in nature (and thus an inappropriate depletion of these employees' allotted Professional Development Time). This occurred and was ultimately corrected.

6. [redacted] was concerned about how Azarloza [redacted] One interaction about [redacted] to be at meetings, as set forth below, was particularly concerning to [redacted]

7. Azarloza in turn was concerned about [redacted] Azarloza met with [redacted] to discuss [redacted]. [redacted] was very upset by their meeting, [redacted]. [redacted] cried after she left the meeting as observed by [redacted] who confirmed that [redacted] was in fact upset.

8. Witnesses observed that [redacted] did not seem to care for Azarloza.

9. [redacted] resign from [redacted] employment "100%" because of Azarloza. [redacted] wouldn't have left [redacted] early in the school year but for Azarloza.

10. [redacted] met with Camire in December 2024 to discuss [redacted] concerns. Camire asked [redacted] to provide the Board with a written statement or share [redacted] information with the Full Board. [redacted] did not do so.

E. [redacted]

1. On or about November 19, 2024, [redacted] resigned [redacted] employment [redacted] and this was followed up by [redacted] November 22, 2024 resignation letter to [redacted] supervisor, [redacted] noted that the decision to step away was difficult. [redacted] noted "Unfortunately, I no longer feel that [redacted] is receiving the support it needs from administration to thrive." Id. [redacted] did not feel supported in part because of a reorganization of [redacted] which was implemented [redacted], and which resulted in T[redacted] upset that Azarloza did not include in the budget an [redacted] which [redacted] understood would be again assigned to them (after a long hiatus without such support to them).

2. [redacted]

3. On December 5, 2024, [redacted] emailed the School Board to express her concerns, and to share [redacted] resignation letter [redacted] criticized Azarloza's leadership style, and noted [redacted] that morale was low and employees were afraid to come forward for fear of retaliation. RSD 456. [redacted] also voiced her concern that [redacted] A School Board Member exchanged emails [redacted] to thank [redacted] sharing [redacted] feedback. RSD 454.

4. [redacted]

[redacted]

6. From Azarloza's perspective, she had little interaction [redacted] before [redacted] resignation and subsequent [redacted]

[redacted]. To Azarloza's understanding, this was a legitimate decision about how to reorganize the Department and various functions. Azarloza was unable to include support staff [redacted] in the budget because Azarloza was still learning the budget when she was without [redacted] and Azarloza was uncomfortable in then including this support position. Azarloza and other witnesses note that it was not clear cut that [redacted]

F. Other Individuals

1. One witness who resigned from [redacted] Central Office position approached School Board Member Camire in approximately November, 2024 to provide [redacted] feedback, and to ask if that School Board Member would be willing to speak to [redacted] as discussed above. This witness indicated concerns about morale at Central Office and employees being upset in their interactions with Azarloza.

2. Another witness had been upset by an interaction with Azarloza in approximately June 2024. Azarloza had requested that two significant contracts not be signed pending her analysis. The witness was involved in getting the two contracts signed [redacted]. When Azarloza spoke to the witness via telephone and verified the contracts had been signed, Azarloza abruptly ended the conversation to speak [redacted] When Azarloza called the witness back, Azarloza spoke directly (but did not yell) to voice Azarloza's concern. Azarloza hung up on the witness. This interaction upset the witness, who thought she may be fired, and the witness cried after the conversation ended.

3. Another individual resigned after job dissatisfaction with pay following a change in his position and in his reporting structure.

4. After Azarloza was placed on leave, another Central Office employee resigned and reached out to Downs on March 15, 2025 to note [redacted] concerns. RSD 507. This individual noted concerns that it had been an emotional roller coaster since July of last year, and it started with calling "themselves" the Cabinet and "making the office feel so divided." Id. This individual noted RSD was losing great, knowledgeable employees and praised [redacted] leadership. Id.

V. FACTUAL FINDINGS CONCERNING POLICY GBEA, STAFF CONDUCT, ETHICS, AND NEPOTISM, BY ENGAGING IN UNETHICAL BEHAVIOR IN FULFILLING YOUR DUTIES AS SUPERINTENDENT.

A. The CASO Position

1. During the 2024-2025 school year, RSD contracted with Leadership Associates, LLC to provide services to the Board and to the Executive Cabinet including professional support and advisement and professional development. See RSD 346-349. [redacted] provided such services, and he had previously provided Azarloza with such professional support when he provided such services to Azarloza's Superintendent in Worcester, MA.

2. Azarloza worked to develop the possible position of Chief Academic Support Officer (CASO). See RSD 170. Azarloza had previous professional experience with such a position, and thought it would be beneficial to RSD.

3. One witness knew [redacted] from her past professional interaction with [redacted] outside of New Hampshire. This witness urged [redacted] to apply for the Superintendent's position that Azarloza was eventually hired for, but [redacted] did not apply. When the CASO position was under development this witness suggested [redacted] for the CASO position. In addition to contacts with this witness, [redacted] also knew [redacted] Azarloza did not previously know [redacted] However, Azarloza asked [redacted] if he knew of any good candidates for the CASO position, and [redacted] was suggested.

4. As a result, Azarloza identified [redacted] as a good candidate for the CASO position.

5. On November 10, 2024, Azarloza emailed [redacted] and [redacted] stating:

> [redacted] will join us next month some time either the latter part of the first week of December or the second week of December. As soon as I know, I will share dates with you. Similarly as we have done in the past, each of you will meet with [redacted] for just an hour (or less), and the team will meet [redacted] for a meet and great. I may have [redacted] observe a Tactical meeting if it aligns with the visit. See you Tuesday!

RSD 342.

6. In a December 8, 2024 email with the subject of [redacted] Azarloza emailed [redacted] and [redacted]

> [redacted] flies into Boston Wednesday afternoon. I'll be taking [redacted] to dinner Wednesday night and [redacted] be spending the day with me on Thursday. I'll be setting some time aside Thursday afternoon for you to meet [redacted] if you are free. I put a hold on my calendar from 12:30-3:30. [redacted] be in my office during that time and please feel free to pop in, take

some time to chat [redacted] get to know [redacted] ask questions, and talk about your role in the district. It'll be an opportunity to get to know [redacted] to get to know us. Fit is always important and [redacted] has to be the right fit for the Cabinet. [redacted] plans to spend Friday with a realtor to check out properties in the event this is a mutual fit. Again, if the position of CASO is approved by the School Board, which chances are it will be, [redacted] would still have to undergo the hiring process.

Keep in mind that when we hire leaders with different perspectives, it provides us with an opportunity to see things through a different lens and not the way we've always done it (even for me!). Our chief priority is always the children and families we serve, and it's things like this that allow us to serve our community better. Innovation is the name of the game.

RSD 344.

7. As of January 14, 2025, the CASO position remained a topic of discussion at the Cabinet Meeting, under the "Superintendent" heading. The CASO job title was discussed as being potentially problematic, and other possible job titles of Director of Student Services and Intervention and Executive Director of Student Services were referenced. See RSD 376. Potential funding sources for the CASO position were also discussed, and it was noted that "Annie will need to SHOW how the position will impact students and the need to differentiate between the roles." Id.

8. On January 15, 2025, Azarloza [redacted] speak on behalf of the CASO position at the TLSS Committee Meeting, and both readily agreed to do so. RSD 291-292.

9. On January 22, 2025, as noted above, Azarloza presented the CASO position to the TLSS Committee, [redacted] speaking in support of the CASO position. See Section IV, B above. [6]

10. On February 10, 2025, the Finance Committee (Downs, McGowan, Beaulieu, Harrington, Bellows, Cusumano, and Camire), on a 5-2 vote, voted against funding the CASO position. Only Bellows and McGowan voted in favor of it. One Finance Committee Member felt that the justification for the role was not presented and that it was not fiscally responsible to implement this high level position. See RSD 331. Finance Committee Members also felt they wanted more direct help for students through positions in the classroom.

[6] During this investigation, a rumor was referenced to the effect that Azarloza may have promised [redacted] some positions at [redacted] in exchange for [redacted] speaking in favor of the CASO position at the TLSS Committee Meeting. [redacted] credibly denied any such promise, or any promise at all, from Azarloza. [redacted] declined to speak in favor of the CASO position at the Finance Committee Meeting when Azarloza asked [redacted] to do so.

11. Azarloza believed that it was possible to get the Board to approve the CASO position at the Board's February 13, 2025 Full Board Meeting. On February 11, Azarloza reached out to Finance Committee Members who voted in support of the CASO position to discuss the Board's possible vote at the Full Board Meeting. RSD 813-815. Ultimately, the Board did not revisit the CASO position at the February 13, 2025 Full Board Meeting and the CASO position has not advanced.

12. Some witnesses have voiced concerns that [redacted] was targeted to serve as CASO without a full posting or proper reviewing of candidates, and without giving other internal candidates an opportunity to apply.

13. When Azarloza came to RSD, she felt the process for hiring was in need of improvement. Azarloza worked with [redacted] as Director of Human Resources to develop a hiring process. Although this written hiring process remains in draft form and has not been formally approved by the Board, it has been followed during this school year. See RSD 738-742. Under this hiring process for a position at the Director Level, the Director of Human Resources coordinates a representative Screening Panel. RSD 742. This screening panel could consist of parents, teachers, community members and students. Semifinalists who successfully complete this Screening Panel then advance to Cabinet interviews. Id. One to two finalists are selected for the Superintendent's consideration, and the Superintendent then chooses the candidate to nominate to the Board. Id. In [redacted] experience, [redacted] has observed that some candidates whom she favors or recommends did not make it through the Screening Panel. That is, it is not a foregone conclusion that a candidate who may be well-viewed by Administration would make it past the Screening Panel.

14. Azarloza, and witnesses other than Azarloza, have confirmed that it was intended that [redacted] needed to submit to this hiring process in the event the CASO position was fully approved to go forward. Azarloza had also encouraged [redacted] to apply for the CASO position if it was approved. RSD 325. McGowan recalls Azarloza noting in a 1:1 session that Azarloza had a potential candidate for the CASO position (McGowan later learned [redacted] name), but that he was not a shoe-in.

15. A job posting and the hiring process for the CASO position had not occurred and could not occur until the CASO position was fully approved through the TLSS Committee, the Finance Committee and the Board approval process. This did not happen.

B. Execution of MOU's Without Board Approval

1. In the Memorandum of Understanding between the Teachers' Bargaining Unit and the Rochester School Board concerning "Article VI – Compensation – Teacher Workshops and Time Worked Beyond 185 Days, Sections G, 4 and G, 5" the Rochester School Board through its Chairperson was the contemplated signatory on behalf of the School Board. RSD 337-340 (June 2024 communications and unsigned MOU).

2. On October 8, 2024, a Memorandum of Agreement was signed between the Dover Adult Learning Center, Inc. and School Administrative Unit #54. See RSD 870-874. Deanna Strand as Executive Director of the Dover Adult Learning Center of Strafford County signed the document, and a signature that appears to be Azarloza's appears for the Rochester School Department. Compare RSD 869 with RSD 874.

3. In December 2024, [redacted] Rochester Federation of Teachers, AFT #3607 and Azarloza as Superintendent of the Rochester School District signed a Memorandum of Understanding concerning "Use of Workshop Monies 2024-2025." RSD 504 and RSD 869. This MOU reflected new language for an existing section of the current collective bargaining agreement between this Union and the Rochester School Board. Id.

4. On January 2, 2025, Azarloza as Superintendent signed a Memorandum of Agreement between the Department of the Air Force and the Rochester School District pertaining to a Junior Reserve Officer Training Corps Unit. See RSD 877-881. This document was not signed by a Department of the Air Force Representative. RSD 881

5. In early February 2025, [redacted]Rochester Federation of Teachers, AFT #3607 and Azarloza as Superintendent of the Rochester School District signed a Memorandum of Understanding concerning "Work from Home Snow Days 2024-2025." RSD 720-732. On February 12, 2025 at 6:37 p.m. Azarloza emailed blind copied recipients reminding recipients that the first four snow days of the year were work from home days pursuant to this MOU, and including the MOU via a link. See RSD 718-719.

6. School Board members were some of the recipients of Azarloza's February 12, 2025 email. Board Members were unfamiliar with this MOU, as it had not been reviewed or approved by the Board or signed by Downs as Board Chair.

7. In general, Board Members were concerned that Azarloza should not have signed these "Workshop Monies" and "Snow Days" MOU's without Board review and approval. Some Board Members were concerned that the substance of the "Snow Days" MOU was not a good idea and would cost RSD money. Some Board Members were additionally concerned that this MOU was executed when the Union and RSD were in the midst of collective bargaining negotiations for a successor CBA, and any concessions by either party should have been the topic of, and reserved for, CBA negotiations. Another Board Member noted that as a change to an existing CBA, the MOU's in question should have been approved by the Board and signed by the Board Chair.

8. On February 13, 2025, the Board discussed its concerns with Azarloza, including that she should not have signed the "Workshop Monies" and "Snow Days" MOU's without Board knowledge and approval. Azarloza readily acknowledged she had been mistaken to do so, and took full responsibility for her mistake.

C. Federal Grants

General Background

1. By way of background, at the start of the 2024-2025 school year, [redacted] continued to serve [redacted]. [redacted] had [redacted] with federal grants, and [redacted] grounded in an understanding of programmatic educational concerns.

2. [redacted] worked with relative independence. [redacted] federal grants process at RSD, with [redacted]. [redacted] reported directly to the previous Superintendent before Azarloza, and enjoyed a good working relationship [redacted]

3. Azarloza, in her previous employment, had approximately 2-3 years of managing federal grants (excluding special education grants) in a Massachusetts charter school setting. This Superintendent position was Azarloza's first professional experience in New Hampshire, and consequently Azarloza had no previous experience in navigating the New Hampshire Department of Education ("NHED") system concerning federal grants. To Azarloza, the NHED's system is different from Massachusetts' system in that the NHED system has a markedly greater number of activities information associated with grants.

4. The RSD Business Administrator resigned.

5. On approximately September 26, 2024, [redacted] started [redacted] work at RSD. [redacted] arrived after the school year and budget process were underway, and [redacted] immediate focus was on the budget process, meeting RSD leadership and working with these leaders concerning their budget information. Another witness noted [redacted] to address shortcomings with RSD's Munis system and position control issues and other challenges [redacted]

6. [redacted] experienced Federal Grants Manager who was good [redacted] did not focus on federal grants as they were being well-managed [redacted]

7. Azarloza was concerned that the management of federal grants [redacted] and that Principals should not have had a direct line to [redacted] the administration of federal grants and Principals' requests. This was not [redacted] criticism [redacted], but more a systemic concern. Azarloza rather felt that such requests from Principals should be directed to the Cabinet.

8. [redacted] resigned from [redacted] position in October 2024, with [redacted] last day being October 28, 2024. (See also Section IV, B above). On October 24, 2024, Azarloza emailed [redacted] to "…please share with us the updated budget worksheets of all our grants with detailed information on how the money is being utilized this year (essentially what it's being earmarked for)." RSD 112.

9. RSD needed to address federal grants management in the void left [redacted] resignation. Azarloza had previous federal grants experience; [redacted] Azarloza, with the Board's knowledge, took over oversight of federal grants at RSD. [redacted] who were copied on some grants-related communications, deferred to Azarloza who was handling the federal grants.

10. Azarloza's involvement in directly overseeing RSD federal grants was intended to be temporary until someone could be hired [redacted]

11. [redacted] with Azarloza's knowledge and support, [redacted] a new position described as Accounting and Grants Manager, which merged aspects of the Senior Accountant position with aspects of [redacted] Federal Grants Manager. See RSD 702-704.

12. This Accounting and Grants Manager position needed to be approved by Board Committees and the Board. It was posted on November 18, 2024.

13. On November 25, 2024, Azarloza emailed [redacted] to note:

> Anything grant related has to come to Cabinet because in the pas[redacted] the sole decision-maker without taking other priorities into account. Moving forward in FY26, Cabinet will earmark grant funds in advance of the new school year so we won't have to make adjustments or amendments to grants unless absolutely necessary.

RSD 113.

14. Also on November 25, 2024, Azarloza emailed [redacted] to confirm that Azarloza intended to work "on grants this week to determine what every penny has been earmarked for and what needs to be amended." RSD 114. Azarloza noted it would be helpful during the meeting scheduled for the following week to learn what is already paid from each of the grants and noted there were plenty of carryover funds to expend. Id. Azarloza noted that this was all coming back to her as she refamiliarized herself with grants management. Id.

15. Over the course of Thanksgiving weekend in 2024 (with Thanksgiving occurring on November 28, 2024), Azarloza reviewed all of the federal grants and created a working document designed to summarize the various grants' status and identify and follow up on pending issues or questions. See RSD 664-685 ("Grants Google Document" for ease of reference). It should be noted that the Grants Google Document is the current version of this working document, and it builds upon the first iteration initially created by Azarloza on Thanksgiving weekend.

16. Azarloza and stakeholders, including [redacted] and [redacted] met to review the status of the federal grants, as reflected on the Grants Google Document. A group consisting of Azarloza, [redacted] and [redacted] met on or about December 3, 2024. There was a follow up meeting on or about January 2, 2025. The Grants Google Document reflects questions in yellow highlight and action items or stakeholders responsible for confirming information in blue highlight. As indicated in this Grants Google Document, there existed questions about various items, and there existed instances in which the grant amounts in question had not been fully spent.

17. As the Grants Google Documents demonstrates, there are instances in which Azarloza thought that some Title I grant money should be carried over into the following school year. See RSD 762-766 (Items with notation in red highlighting "INTENT IS TO USE FOR NEXT SCHOOL YEAR – DO NOT EXPEND ANY FURTHER"). In a January 2, 2025 communication to the "Team" ([redacted]), Azarloza noted in relevant part:

> We need to revisit our grant conversation because this greatly affects our FY26 budget. Let me explain. We must expend our 2023-2024 funds by 9/30, but I intend to carryover as much of our 2024-2025 title grant money to inflate our FY26 budget so that we can do many of the things that we want to do next year to move the needle. [redacted] will estimate our Title grant allocation for FY26 (we won't receive the actual allocations until July), but then we can also roll in the carryover funds we intend to utilize in FY26.

RSD 747 and RSD 117.

18. Azarloza explained that she advised this course of action for carrying over funds only in instances in which the grant money had been expended to the best of RSD's ability for the current school year, and therefore it made sense to hold off on expending money that was not needed in this school year until the next school year. Azarloza confirmed that no services were being denied RSD students by this method of carryover.

19. [redacted]

[redacted]

20. On December 31, 2025, Azarloza reached out to the NHED with a request to make an amendment to the Title II and Title III grants, noting it appeared Azarloza did not have rights to make an amendment, and asking for assistance. RSD 121-122. Azarloza separately emailed the NHED on January 2, 2025 to follow up about getting "full rights to all of our grants because I am serving [redacted] until our new federal grants manager starts. I have to make several amendments to our grants and I am unable to do so." RSD 123. On January 3, January 7, and January 10, 2025, Azarloza continued to work with the NHED to work through problems with gaining access to amend grants. RSD 124-126. This problem with access continued, with Azarloza reaching out to [redacted] and others internally to see if they had the capability to make amendments. RSD 127.

21. [redacted] challenge in reconciling federal grants activities information from the GMS (Grants Management System) to RSD's General Ledger. That is, the GMS reconciles grants at a high level, and without the level of detail necessary to easily verify the Title expenditures on a more granular level necessary for audits. It is therefore challenging to promptly confirm details of specific Title I expenditures, and the GMS information concerning activities was not being reconciled to the General Ledger.

22. As a result of these efforts to manage federal grants and work towards stabilizing the federal grants management system [redacted] little has been spent from federal grants [redacted] expenditures from operational funds in the General Ledger with the goal of reconciling such expenditures in the future to confirm if the expenditures appropriately may be reimbursed by federal grant funds.

23. [redacted] to start in the [redacted] role on or about January 26, 2025. [redacted] emphasis on accounting experience and skills in this role would be most helpful, [redacted] that the incumbent could learn the federal grants aspect of the role, [redacted] worked to get up to speed, it was challenging for [redacted] to understand [redacted] system of organizing information, which had worked for [redacted] not how information would be organized from an accounting perspective.

24. In February, Azarloza continued to work with [redacted] along with [redacted] to seek confirmation about remaining funds for activities and to meet on February 10, 2025 to address grants. RSD 131-134.

25. [redacted] time in getting up to speed was diverted to address various time-sensitive priorities from the NHED, including the ESEA Programmatic Monitoring compliance deadlines.

Interactions With or Concerning the NHED and/or Federal Grants Before and After Azarloza's Administrative Leave[7]

26. It is reported that the NHED transparently provides a substantial amount of information to help School Districts appropriately manage Title I -Title IV federal grants. See RSD 581-627, New Hampshire Department of Education Spending Handbook, Title I-V, 2022-2023. It is reported that RSD did not have previous compliance issues with the NHED regarding federal grants, [redacted].

Title I Comparability Reporting

27. On October 15, 2024, [redacted] of the NHED emailed a blind copied group of "Superintendents, Business Administrators, and Title I Coordinators" concerning "2024-2025 Title I, Part A Comparability Reporting." RSD 686-687; see also RSD 690. [redacted] stated in relevant part:

> Demonstrating comparability of services is an annual requirement for each school district receiving federal Title I, Part A funds. In accordance with the Elementary and Secondary Education Act (ESEA), a school district may only receive Title I, Part A funds if it uses stated and local funds to provide services in Title I, Part A schools that, taken as a whole are at least comparable to the services provided in schools that do not receive Title I, Part A funds.
>
> Demonstrating comparability is a prerequisite for receiving Title I, Part A funds. Since Title I, Part A allocations are made annually, comparability is an ANNUAL requirement.

RSD 686. [redacted] noted that "**All required documentation is due: December 1, 2024**." Id. (bold in original). [redacted] noted that she or a School District's Title I contact could be called for any questions. RSD 687.

28. In this investigation, Azarloza confirmed that she had not prepared the Title I Comparability Report.

29. In late March 2025, it came to RSD's attention that this Title I Comparability Report had not been completed. Specifically, [redacted] emailed NHED Title I Program Coordinator [redacted] and copied [redacted] and [redacted] to inquire if Rochester had submitted the Title I Comparability Report [redacted] unable to locate it. RSD 691. [redacted] responded on March 25, and copied Emily Fabian. Id. [redacted] noted

[7] Some of these interactions occurred after Azarloza was placed on administrative leave and therefore Azarloza was unable to assist in these interactions. I have included this information because events after Azarloza's administrative leave are a continuum of federal grants compliance.

"Rochester has not submitted the comparability reporting this year," and attached the underlying October 15, 2024 notice. RSD 691-693.

30. In a March 26, 2025 email, [redacted]

> I would literally read them what NHED says about the requirement of completing the Title I Comparability report annually and let them know that Annie told [redacted] that she would complete it and it didn't happen. Regardless of the issues with onsite compliance monitoring, if Rochester doesn't get this submitted, NHED will continue to withhold all Title I funding.

RSD 689.

31. From March 26-28, 2025, [redacted] continued to work with [redacted] with [redacted] Ms. Fabian copied on communications. See RSD 695-696. The Title I Comparability Report was ultimately submitted by RSD.

Title I Cost Transfer for McKinney Vento Transportation

32. From March 26, 2025 to March 28, 2025, [redacted] worked collaboratively to transfer $173,641.90 from the FY25 Grant McKinney-Vento Transportation line to the District's Student Transportation line. RSD 697-700.

33. It is reported that McKinney-Vento addresses students who experience homelessness, that each year RSD incurs significant expenses associated with the transportation of such students, and that expenses are above and beyond RSD's general transportation expenses. It is reported that RSD relies on being able to appropriately expend Title I funds to reimburse itself for McKinney-Vento related transportation expenses.

Title I Funding of Accounting and Grants Manager Position

34. The Accounting and Grants Manager Position contains significant responsibility for grants, including preparing, submitting and maintaining compliance in all grants for the RSD. RSD 702. As noted above, in late January 2025, [redacted]

35. There is a November 15, 2024 email from Azarloza [redacted] in which Azarloza indicated that this position will be "100%" Title I funded. RSD 701.

36. [redacted] concerned that this position cannot be 100% Title I funded for several reasons, and to do so is inappropriate. Specifically, the concern is that this position is an [redacted], if this position is intended to [redacted] only 70% [redacted] position was funded through Title I funds because [redacted] devoted 70% of her time to Title I responsibilities. Lastly, any change to funding needs to be first subject to a

requested amendment to the NHED, and such an amendment needs to be approved by the NHED before any funds can be appropriately expended, according to the witness.

37. From Azarloza's perspective, she intended to submit a requested Title I funding amendment to the NHED in relation to the Accounting and Grants Manager position but had not yet done so [redacted] assumed the role and before Azarloza's administrative leave. Azarloza notes that she asked permission of the Board to do so at the beginning of her administrative leave but was not allowed to do so.

38. Azarloza [redacted] Title I funds cannot be expended without any necessary amendments to the grant in question being submitted to, and approved by, the NHED and Azarloza [redacted]. To Azarloza's recollection, 70% of this [redacted] position is being paid for with Title I funds because it replaces [redacted] and the remaining 30% would need to be subject to an amendment and approved by the NHED before RSD could use Title I funds. Azarloza had intended to request an amendment so that the position was 100% funded by Title I, as referenced above.

39. [redacted] position was 100% paid for by Title I grant money from approximately the start of [redacted] to April 15, 2025. From April 15, 2025, this position's salary has been charged to RSD's operating funds. [redacted] $22,415.36 had been paid for with Title I funds concerning this [redacted] position.

Title III Grant Application

40. On February 5, 2025, RSD submitted a 2024-2025 grant application. See RSD 705. On the same day [redacted] with Azarloza copied, were informed that the application was rejected for a variety of specified reasons. Id.

Title IV-A Program Reporting

41. The NHED made its first request for Title IV-A program impact data, which is an annual requirement, with a due date of January 30, 2025. See RSD 661. RSD did not provide this information. In a March 31, 2025 email from NHED Title IV-A State Program Coordinator Stanley Freeda [redacted] noted that RSD still had not provided this required information. Id. Mr. Freed noted that the NHED had made multiple requests for this information, with extended deadlines per request. Id. Initially, the Title IV-A data was due on January 30, 2025; the due date for the Second Request was February 18, 2025; the due date for the Third Request was February 28, 2025; and the due date for the Fourth Request was March 15, 2025. Id.

42. In his March 31, 2025 email, [redacted] noted this was a Fifth Request for this data, and the data will be due on April 11, 2025. RSD 661. [redacted] noted in relevant part

"Rochester is currently non-compliant with Title IV-A Program requirements." Id. [redacted] also noted "You may remember, one of the assurances agreed upon accepting Title IV-A Program funds is that the LEA shall annually report to the State Department of Education when asked." Id.

43. On March 31, 2025, [redacted] would promptly complete this Title IV-A reporting requirement. RSD 663. [redacted] "Yes, we have to respond to all of their requests like this. It's very normal and it's a requirement of every district. This is another example of why this work needs to be done by an education person, not an accountant." Id.

44. On April 10, 2025, [redacted] submitted the Title IV-A Survey, and emailed [redacted] to confirm the Survey's submission and to provide some clarifying information. RSD 659. [redacted] promptly replied on April 10, stating in relevant part:

> I will get this posted. There is nothing you can do about it now since the grant is closed. You'll be reported as not compliant with this budget spending requirement.
>
> For future grants, building the budget early on and paying attention to those requirements from the start can ensure that you easily meet those requirements.

See RSD 659. [redacted] responded on April 11, 2025 to thank [redacted] and noted this happened [redacted] left [redacted] full-time position in RSD. RSD 660.

ESEA Programmatic Monitoring FY24

45. It is reported that the ESEA Programmatic Monitoring is conducted by the NHED and occurs on a standardized basis – that is, this monitoring is not in reaction to any particular events. Such monitoring occurred, and was the subject of follow up communication from NHED on March 10, 2025 to RSD[redacted]. See RSD 709. This monitoring concerned timeframes before Azarloza became Superintendent.

46. In the fall of 2024, [redacted] informed RSD representatives [redacted] this ESEA Programmatic Monitoring FY24 would occur in March 2025. See RSD 414 (Noted in October 15, 2024 Cabinet Tactical Ongoing Log under "Federal Grants Manager": "2 day audit w/ dept of ED. Many departments will be involved.")

47. On January 13, 2025, RSD received notice of the March 2025 Monitoring and confirmed that the Monitoring was scheduled for March 6, 2025. RSD 129. Azarloza unsuccessfully requested an extension due to personnel turnover, but NHED denied the request. See RSD 128-129. RSD had available to it a New Hampshire of Department of Education Elementary and Secondary Education Act Federal Programmatic Consolidated Monitoring Plan Toolkit, dated September 11, 2024. RSD 134-144.

48. On March 21, 2025, [redacted], Administrator I of the NHED Bureau of Instructional Support, Division of Learner Support emailed [redacted] to summarize the status of this ESEA Programmatic Monitoring. RSD 708-710. [redacted] was "reaching out again in regards to the March 6, 2025, Fiscal Year 2024 ESEA Federal Programmatic Consolidated Monitoring" of RSD. RSD 708.

49. In this March 21, 2025 email, [redacted] noted that the NHED sent a summary of monitoring on March 10, 2025 which included a list of any outstanding items, further clarification needed, or no action items with comments. RSD 708. RSD was provided two business days to furnish documents to the NHED. [redacted] noted "However, no additional information nor any response was provided." Id. [redacted] continued in relevant part:

> Attached you will find a copy of that summary. In that summary, you will find that for 22, or 42%, of the monitored indicators, a complete lack of evidence was provided. This lack of evidence is non-compliant with 2 CFR § 200.337, to which NHED may, as a remedy for non-compliance, withhold Federal funding.
>
> However, due to the substantial turnover in key personnel the District has experienced within the past year, we are granting a one week extension for the District to provide the required evidence. **If the District fails to provide a sufficient response to this communication by the close of business on Friday, March 28, 2025, NHED will move forward with the withholding of all Federal funding, including Federal grants outside of the ESEA Title programs.**

RSD 708 (bold and emphasis in original).

50. RSD worked diligently and met the March 28, 2025 deadline imposed by the NHED. On April 4, 2025 [redacted] emailed [redacted] and copied [redacted] and [redacted] noting that an official notification from the NHED, including to the School Board would follow on Monday (April 7, 2025). RSD 712. [redacted] noted in relevant part "The official notification will state that we've received evidence or an explanation for each indicator, meaning funds will not be withheld at this time, and it will outline next steps." Id.

51. On April 14, 2025, [redacted] again contacted [redacted] copying RSD and NHED representatives, and noted that the NHED provided a summary of areas of changes necessary to achieve compliance in advance of a full report. RSD 713.

Other Concerns

52. One witness voiced concerns that $650K associated with a CPI bond had been repurposed for School Street School potential renovations, and was unaccounted for now that School Street School renovations were not authorized to proceed. [redacted] $650K amount had never been repurposed and remained fully accounted for.

VI. FACTUAL FINDINGS CONCERNING POLICY GBL, PERSONNEL RECORDS, BY IMPROPERLY DISCLOSING CONFIDENTIAL INFORMATION.

1. Facts related to Azarloza's and [redacted] and [redacted] related concerns are set forth in Section IV, B above and fully incorporated by reference.

VII. FACTUAL FINDINGS CONCERNING POLICY JGD-R2, RESPONSE PLAN FOR CRIMINAL INCIDENTS, BY REFUSING TO ENGAGE IN THE SCHOOL DISCIPLINARY AND COMMUNICATION PROCESS FOR STUDENT MISCONDUCT.

A. The SRO MOU

1. By way of background, RSD and the Rochester Police Department ("RPD") have successfully and cooperatively worked together for years concerning the presence, role, responsibilities and expectations of School Resource Officers ("SRO's") in specific RSD schools [redacted] This relationship is governed in part by a Memorandum of Understanding between RSD and RPD ("the SRO MOU").

2. The SRO MOU in effect during the first half of the 2024-2025 school year was found at KLGA-R and entitled "School Resource Officer/Law Enforcement Administrative Memorandum of Understanding." RSD 475-477; see also RSD 534-536. It is reported that this MOU was originally based on standards recognized by New Hampshire Police Standards and Training, as both RPD and RSD intend to fully comply with all legal standards in this SRO relationship. In general, this SRO MOU remained consistent from year to year and would be signed by incoming Superintendents. See RSA 475-477.

3. At the outset of the 2024-2025 school year, Azarloza received the current version of the SRO MOU but did not immediately sign it because she wanted to review it more closely and provide some suggested modifications. She believed that there was no time sensitivity to this because the existing SRO MOU remained in effect. The fact that the SRO MOU had not been promptly signed was of note to the RPD. Azarloza and [redacted] met shortly before Azarloza was placed on administrative leave, and Azarloza indicated to [redacted] she would follow up on the SRO MOU to get it finalized. Azarloza understood that [redacted] seemed fine with this approach.

4. It is reported that the RSD and the RPD have recently signed a modified SRO MOU, now in effect. See RSD 478-486.

B. The Previous Relationship between RSD and RPD

1. Prior to the 2024-2025 school year, there had been some turnover in RSD Superintendents and [redacted] Principals. In contrast, for several years, there has been a consistent presence of the RPD concerning the SRO role and the juvenile justice system in RSD. RPD [redacted]

[redacted] has served as SRO [redacted] since approximately 2016, and [redacted] supervisor has been [redacted] who serves as [redacted] describe a smooth and positive working relationship with previous RSD Superintendents [redacted] before this school year, including in relation to Manifestation Reviews which are further discussed below. [redacted] describes these past collaborative efforts concerning Manifestation Reviews as "flawless."

2. [redacted] had discussions with the previous Superintendent which further informed [redacted] understanding of [redacted] role under the SRO MOU, and the parameter of [redacted] involvement as essentially the fourth Assistant Principal to enforce rules. See RSD 461. The SRO MOU in effect (see RSD 475-477) addressed "Expectations Concerning the Roles of School Personnel and SROs" and provided in part:

> In general, school administrators and staff are responsible for enforcing Board policies and school rules and for maintaining order in the schools. The SRO will be available to respond to and will be alert to any activity which create an unsafe atmosphere in the school. SROs who observe violations of policies and/or rules may intervene with students to stop the behavior and shall report violations to appropriate administrators.

RSD 475 (SRO MOU at Section A, 2).

C. <u>Developments with RSD's Disciplinary Focus</u>

1. It is consistently reported that prior to the 2024-2025 school year, RSD had a markedly higher rate of disciplinary suspensions in comparison to other New Hampshire schools. See RSD 30. Many such suspensions entailed 10 or more days of out of school suspensions.

2. It is consistently reported that [redacted] in general experience disciplinary and other student difficulties, due in part to the cohort of students of [redacted] and their corresponding development and behavior. It is consistently reported that [redacted] and not [redacted] was perceived as having difficulties, including with student discipline.

3. Azarloza espoused implementing other options to student discipline which did not rely so heavily on out of school ("OOS") suspensions, and which would be legally compliant. From Azarloza's perspective, a system of graduated sanctions was a legal standard which had been recognized since 2021, but which had not yet been fully implemented in RSD. See RSD 30, citing Board Policy JIC and JICD. In addition, Azarloza believed that lengthy out of school suspensions were not the best option – such suspensions kept students out of school for long periods of time and simply put these students farther behind academically upon their return.

4. To be clear, Azarloza's objective was to retain appropriate discipline and student accountability, but to do so through a system which included in school suspensions ("ISS's") as well as OSS's. Azarloza also wished to implement an Undercover Bully program which focused on changing the behavior of bullies. Such a system entailed a professionally facilitated meeting

with a group of students, including anonymously the bully and the victim, to review the conduct at issue and to get feedback from student peers which may serve to change the bully's behavior.

5. Under this disciplinary focus, students may (or may not) receive ISS and have a reduced number of OOS days.

6. There was some concern noted by one witness that the ISS system and the Undercover Bully system may not be robust or effective, and placed students who were bullies back [redacted] sooner and thereby negatively impacted victims.

7. In communications [redacted] and Azarloza in early December 2024, they discussed the progress [redacted] both in the current school year and in recent school years concerning disciplinary issues. See RSD 513-516. Azarloza [redacted] speak at the upcoming School Board meeting about progress under the strategic plan and strides made "…to enhance culture and climate [redacted] specifically that have led to less discipline referrals since last year. I think the School Board and community really need to hear [redacted] is in better shape than they think and [redacted] RSD 513. [redacted] was unable to attend the meeting, but [redacted] could present. Id. [redacted]

> Our referrals actually dropped last year from the previous year drastically, and they are continuing to drop this year. We have also dropped OSS numbers close to 400 days this year compared to last year at this time.

Id. Azarloza responded in part "That's great to hear that referrals have been coming down since last year!" Id. See also RSD 519-521 (year over year comparisons for Suspension/Expulsion from August 1 through December 9).

D. Manifestation Reviews

1. Witnesses consistently report that it is up to [redacted] determine student discipline, and the vast majority of disciplinary issues do not entail SRO involvement. In some instances, however, the Principal will request the SRO to become involved (as governed by the SRO MOU) and ask the SRO to investigate. Upon the SRO's investigation, it may be determined that charges should be brought against the student, and the SRO involves the [redacted]

2. Manifestation meetings or reviews ("Manifestation Reviews") are part of the interaction between the [redacted] SRO, the [redacted] and their respective roles and the juvenile justice system, and are governed by applicable New Hampshire and federal law.

3. Although witnesses described Manifestation Reviews slightly differently, in essence if a student has a disability and has engaged in inappropriate behavior in school which have entailed the SRO's involvement at the request of [redacted] and which may lead to criminal charges within the juvenile justice system, there needs to be a Manifestation Review

conducted [redacted] (and not by RPD). The purpose of the Manifestation Review is to determine if the student's inappropriate behavior was a manifestation of the student's disability. It is reported that in most situations, that is not the case.

E. Interactions [redacted]

1. [redacted]. See e.g. RSD 67-71 (communications between RSD and RPD in one case).

2. [redacted]

3. Before turning to the interactions at issue, for context, RSD (and Azarloza as Superintendent and [redacted] did not make or demonstrate any blanket refusal to engage in school disciplinary and communication process for student misconduct or any blanket refusal to conduct Manifestation Reviews.

4. From RPD witnesses' perspective, it was inexplicable why Manifestation Reviews were then becoming an issue [redacted] after a previously smooth working relationship between RPD and RSD in this area. To RPD, RSD's declination to conduct Manifestation Reviews [redacted] effectively impeded RPD's ability to move forward and prosecute these cases. This was of significant concern to RPD because RPD wanted to appropriately utilize the juvenile justice system to hold the charged student accountable, and thereby provide the charged student with supportive resources available through the juvenile justice system (which is rehabilitative and not punitive in nature), and importantly provide justice to the victim.

5. From RSD's perspective, RSD proceeded based on its understanding in consultation with its special education legal counsel about a cumulative 10 day suspension metric required under applicable federal law, the IDEA. Specifically, because [redacted], RSD declined to conduct Manifestation Reviews [redacted]. It was RSD's intention to comply with the law, and RSD did not intend to negatively impact its working relationship with RPD.

6. A series of communications ensued, as noted below.

7. On December 18, 2024, Azarloza texted [redacted] – another problem. [redacted] is overstepping big time[.] We need to remove [redacted] access to infinite campus. I'm with [redacted] right now. No bueno." RSD 268.

8. On December 18, 2024, Azarloza emailed [redacted] In part, Azarloza stated "[redacted] forwarded me your message regarding your request for a manifestation review. I appreciate your detailed email regarding the requirements for Manifestation Reviews and the legal framework outlined in RSA 169-B and RSA 186-C. I understand the importance of ensuring compliance with these laws and appreciate your dedication to upholding the standards that protect our students' rights." RSD 560. Azarloza, in the spirit of "partnership" and "collaboration" suggested a meeting to clarify any points of confusion. Id. Minutes later, [redacted] promptly replied "Sounds like a plan" and suggested some available dates for a meeting. Id.

9. In the course of exchanging further emails to schedule the meeting, on December 18[redacted] emailed Azarloza with a New Hampshire Supreme Court case, with [redacted] stating in part:

> I think this will be helpful for any questions you may have regarding the State Law and the requirements of the Legally Liable School District to perform a Manifestation Review for all cases where juvenile petitions have been filed.
>
> I know we will be discussing the issue at the meeting, but it is confusing as to why something that has been State Law for years, and the school district abiding by the State Law for years and now all of the sudden the police department is receiving pushback and a refusal of the school district to follow the mandates of the RSA's.
>
> Hope this Supreme Court Decision helps everyone involved.

See RSD 558; see also attached Petition of State of New Hampshire, 175 N.H. 547 (2022) with [redacted] highlighting on [redacted] copy. RSD 565-574.

10. On December 19, 2024, as Azarloza a[redacted] continued to work to schedule their meeting for a January 2025 date, [redacted] emailed Azarloza, stating in relevant part:

> But while this issue is now pending, [redacted] Manifestation Review needs to be completed [redacted]. Although we want to discuss this issue, as you can imagine, there are issues with the time the school is taking to complete these, [redacted] time limitations regarding the filing of petitions in court. [redacted]

RSD 557.

11. Azarloza responded to [redacted] email later on December 19, stating her understanding that [redacted]

Id. Azarloza responded on December 19, [redacted] noting that she had several concerns that do not have to do with the manifestation, which is why Azarloza wanted to meet [redacted] RSD 556.

12. On December 20, 2024, what was described as a "get to know you" meeting with [redacted] occurred at Azarloza's office, [redacted] described what he did as SRO. From one witness's perspective, this meeting seemed to go well.

13. On December 26, 2024, Azarloza emailed [redacted] stating in relevant part:

> I just want to let you know that we sought legal counsel on the interpretation of the state law that you referenced in your email regarding manifestations of a child with a disability.
>
> You should receive a letter from Drummond & Woodsum this week on the correct interpretation of the law. There was a decision that was rendered by the Supreme Court in December 2022 clarifying it because it recognized that it was ambiguous. Please let me know if you have any questions once you receive the letter.
>
> As I stated in my previous email, we look forward to a strong and positive partnership with you on behalf of the children and families we serve.

RSD 556. [redacted] responded by email dated December 30, 2024, stating "I am sure our City Attorney will more than interpret the state law correctly as well." Id.

14. By letter dated December 31, 2024, RSD's special education legal counsel, the law firm of Drummond Woodsum [redacted] wrote [redacted] "Delinquency Petitions and Manifestation Reviews." RSD 8-10 and enclosure at RSD 11-19. In this letter, which is fully incorporated by reference, RSD's special education legal counsel analyzed federal and New Hampshire state law and corresponding regulations. Id. Special education legal counsel noted in relevant part:

> You requested legal guidance in respond to the Rochester Police Department's position that New Hampshire law compels school districts complete a manifestation review prior to a juvenile delinquency petition being filed against a student with a disability, even when the Individuals with Disabilities Education Act (IDEA) does not require it. To be sure, this is a complex area of the law where New Hampshire juvenile justice law and

state and federal special education law intersect, and it is easy to misunderstand what is required. However, the bottom line is that the school district is not mandated to initiate a manifestation review unless the IDEA requires it because of a disciplinary change of placement.

RSD 8.

15. On January 2, 2025, Azarloza forwarded [redacted] the December 31, 2024 letter from RSD's special education legal counsel, and offered to further discuss and noted the City's counsel was free to connect directly with RSD as well. RSD 94.

16. On January 6, 2025, Azarloza [redacted] met at Azarloza's office. This meeting was attended by Azarloza a[redacted] unable to attend. See RSD 31.

17. Various witnesses have varied recollections of this January 6, 2025 meeting, but the following topics were discussed: law enforcement and discipline, misconceptions of various roles and boundaries, and communication and collaboration. One witness recalls that Manifestation Reviews did not come up much at this meeting. [redacted] SRO was discussed [redacted] a level of administrative authority (as a [redacted] ") in limited instances under the existing SRO MOU.

18. Azarloza had a different viewpoint concerning the scope [redacted] authority as an SRO. Azarloza did not think [redacted] should be directly involved in student issues unless it was a situation akin to when [redacted] would otherwise need to call 9-1-1.

19. From RPD's perspective, the January 6, 2025 meeting was noteworthy in part because Azarloza [redacted] By way of background:

- Teen Night is a longstanding event, outside of and independent from RSD, which is sponsored by the RPD in conjunction with the Rochester Recreation Department. From RPD's perspective, Teen Night is a private event for Rochester youth of middle school and high school age, and it is intended to be a safe and positive setting.
- Students and parents are required to sign contracts at the beginning of the Teen Night season (Teen Night occurs several times over the school year), which demonstrates the students' commitment that they are in good standing as a condition of being allowed to attend Teen Night.
- For years, [redacted] involved in Teen Night and has an evolving list of students who are not then in good standing (i.e. who are subject to current disciplinary action or criminal sanctions), and who should not be allowed to attend a particular Teen Night in question. Students who are not allowed to attend one Teen Night may regain good standing and attend future Teen Night events.

- [redacted]

20. Azarloza was concerned [redacted] compiled this list by reviewing written or electronic information on RSD's "Infinite Campus" student data system available [redacted] in [redacted] that this would constitute a violation of FERPA. [redacted] confirmed he had not mined confidential information available to him as an SRO to compile his list; instead, [redacted] based his list on his own personal observations and knowledge as SRO, and his knowledge [redacted]. From the RPD's perspective, this was a private event and the RPD had a responsibility to keep the attendees safe, and RPD should not be allowing students who were not in good standing to attend and jeopardize the safety of other attendees. From the RPD's perspective, Azarloza did not have the authority to dictate to RPD how to run the Teen Night event, and her concerns about FERPA were off point under the circumstances.

21. Shortly after the January 6, 2025 meeting [redacted] ability to access Infinite Campus was drastically curtailed. Azarloza was concerned about [redacted] as evidenced by Azarloza's December 18, 2024 text to [redacted] See RSD 268. It appears that RSD contemplated curtailing SROs' [redacted] access to Infinite Campus on January 2, 2025 due to FERPA concerns, and that Azarloza did not initiate this restriction but did approve it due to what RSD believed to be legitimate FERPA concerns. See RSD 75-77. Azarloza did not believe that this restriction [redacted] would impede [redacted] ability to fully perform [redacted] SRO job. [redacted] disagrees.

22. On January 9, 2025, Azarloza instructed [redacted] "When you meet with [redacted] please let [redacted] know about the conversation that [redacted] missed Monday morning with the SRO's and that [redacted] should only call the SRO if it is one of the safe schools act reasons." RSD 271.

23. From the RPD's perspective, the December 31, 2024 letter from RSD's special education legal counsel and the outcomes from the January 6, 2025 meeting did not allay the RPD's concerns about the need for Manifestation Reviews, and how not having Manifestation Reviews negatively impacted the four cases at issue. The feeling was that the December 31, 2024 letter provided RSD was guidance about how to "circumvent" Manifestation Reviews required by New Hampshire law.

24. Manifestation Reviews continued to be addressed following the January 6, 2025 meeting. On January 17, 2025, [redacted]

[redacted]

25. On January 22, 2025, [redacted]

> Please see the below email chain where the safe schools act form was filled out and a request was specifically [redacted] Now I am being told that the manifestation review will not be done, [redacted]
>
> Can you please explain to me why the school is requesting to have the case investigated and dealt with, but now refusing to cooperate and follow State Law?

RSD 97.

26. Azarloza did not respond [redacted]. Instead, Azarloza met with [redacted] the following week to discuss this in person. See RSD 31 and RSD 110.

27. From Azarloza's perspective regarding these interactions with RPD, she "proactively sought legal counsel, informed all relevant stakeholders of this guidance, and held multiple meetings with stakeholders to ensure proper communication and compliance." RSD 32. Likewise, other RSD witnesses intended to be in compliance with the law and following legal guidance received from their special education legal counsel in relation to Manifestation Reviews.

28. Azarloza noted a concern that [redacted] went to Downs to discuss their concerns about Manifestation Reviews, and Downs is a RPD employee. [redacted] approach Downs to voice [redacted], in approximately December 2024. Downs also met with [redacted] approximately the week before Azarloza was placed on leave to better understand the SRO issue.

29. More recently, the working relationship has significantly improved between RSD and RPD, according to RSD and RPD witnesses. As of mid-April 2025, the [redacted] were in process of being concluded, and Manifestation Reviews were being analyzed if not already completed. [redacted] have been involved in working directly with RPD representatives, and a RPD witness praised [redacted] focus on problem solving and collaboration to return to a "team" approach.

VIII. OTHER CONCERNS

During the course of this investigation, witnesses have voiced various concerns which are tangentially related to the scope of my investigation. I relay these concerns to the extent it is helpful for the Board's consideration and follow up, as appropriate.

1. Other Board Members have voiced concerns that this investigation should not turn into an opportunity for Board Members to address issues outside the scope of the investigation, that is, this investigation should not turn into a "witch hunt" of Azarloza or "piling on" Azarloza.

2. Some Board Members and Azarloza have voiced concerns that it was inappropriate for Downs to have spoken directly to [redacted] in violation of Policy related to how to advance concerns and Board Members' obligations.

3. A Board Member has voiced concern that there may be confidential communications in Board non-public meetings which have been divulged to the public.

IX. FINDINGS AND CONCLUSIONS

A. Findings And Conclusions Regarding Policy GBEB, Staff Conduct

1. Policy GBEB, Staff Conduct contains general standards and expectations concerning RSD employees. Policy GBEB does not exclude the Superintendent from being subject to this Policy. Policy GBEB incorporates by reference the New Hampshire Code of Conduct for New Hampshire Educators, found at N.H. Department of Education Administrative Rule Ed. 510.01-510.05. This New Hampshire Code of Conduct for New Hampshire Educators addresses the concept of retaliation only with reference to discrimination N.H. RSA 354-A, which is a New Hampshire statute which addresses in part employment discrimination (and retaliation) based on specified protected characteristics. Below, I set forth my findings concerning Azarloza's interactions with various employees in relation to the language of Policy GBEB.

[redacted]

2. [redacted] and Azarloza had minimal contact with one another because [redacted] direct supervisor. [redacted] considered [redacted] management style to be supportive and [redacted] enjoyed working with her. [redacted] was initially concerned that Azarloza was "targeting" [redacted] over relatively minor incidents: Azarloza's seeming criticism of [redacted] during the first week of school and [redacted] being asked to [redacted] with relatively little notice [redacted]. On January 2, 2025, [redacted] received an email with Azarloza's instructions about [redacted] felt these instructions were inconsistent with [redacted] and that [redacted] did not receive clear instructions about whether [redacted] should follow Azarloza's instructions or [redacted]

3. Azarloza was in fact concerned about [redacted] and [redacted] leadership. Although [redacted] pointed out [redacted] metrics had improved year over year during [redacted] tenure, Azarloza was concerned that [redacted] was not aligned with RSD's evolving vision concerning discipline, which involved a focus on graduated sanctions and other anti-bullying measures that Azarloza espoused. [redacted] had not fully implemented these anti-bullying measures at RMS, so Azarloza had some objective reason to believe [redacted] was not

aligned with what she considered to be the District's vision. Azarloza also received negative feedback about [redacted]

4. Azarloza concluded that if [redacted] did not demonstrate improvement and align with the District's vision concerning discipline, [redacted] could be transferred [redacted] previously and successfully served [redacted] and Azarloza believed [redacted] could succeed [redacted]. Azarloza noted this potential to two Board members, and it was the subject of Azarloza's January 23, 2025 conversation with [redacted] discussed below.

5. In fact, [redacted] was never transferred by Azarloza, [redacted] was never placed on a performance improvement plan, and [redacted] was never subject to any discipline (nor did any witness contend that [redacted] should be disciplined). Rather, [redacted] received Mid-Year feedback from [redacted] which was generally positive. The evaluation process was followed regarding [redacted] Mid-Year Feedback.

6. I conclude that Azarloza's few direct interactions with [redacted] in September and December 2024 did not amount to "targeting" [redacted] Likewise, Azarloza's attention to [redacted] and whether [redacted] seemed aligned with District discipline initiatives was an understandable focus from Azarloza as a [redacted] However, it is undisputed that Azarloza was contemplating transferring [redacted] in the event [redacted] elected to stay at RSD, and it is undisputed that [redacted] had not been informed of this possibility or given the opportunity to avoid such a potential transfer. I conclude that it was premature of Azarloza to signal the potential transfer of [redacted] to others beside [redacted] without [redacted] being informed of this possibility so that [redacted] could address Azarloza's concerns and/or involve [redacted]

[redacted]

7. It is uncontroverted that [redacted] and Azarloza had a positive and professional working relationship. Azarloza selected [redacted] and Azarloza offered to [redacted] Azarloza thought [redacted] and [redacted] demonstrated professional promise and consequently [redacted] In fact, both [redacted] and [redacted] took advantage of this opportunity [redacted]

8. On January 22, 2025, [redacted] spoke at [redacted] Azarloza [redacted] and [redacted] and [redacted], focused on the hope that the CASO position would free [redacted] to spend more time supporting the Principals. [redacted] articulately noted [redacted] support of [redacted] and [redacted] position being maintained.

Witnesses and the videotape of the TLSS Committee Meeting confirm that TLSS Committee [redacted] and the TLSS Committee ultimately advanced the CASO position to the Finance Committee [redacted]

9. On January 23, 2025, [redacted] asked to meet with Azarloza, and Azarloza agreed. [redacted] wanted to discuss with Azarloza the comments [redacted]. [redacted] general recollection of this January 23, 2025 Meeting is set forth in [redacted] To [redacted] recollection, when [redacted] asked if Azarloza felt [redacted] had overstepped at the TLSS Committee Meeting, Azarloza did not indicate that this was a concern. RSD 805. Azarloza then indicated that she had plans for [redacted] and offered to [redacted] initially agreed as [redacted] was in [redacted] and would like the professional development. See RSD 805.

10. [redacted] later summarized aspects of this January 23 meeting concerning their discussion about [redacted] in [redacted] January 28, 2025 email to Azarloza, which is fully set forth below. See RSD 779; see also RSD 805.

11. Azarloza also summarized this January 23 meeting. See RSD 26-27. From Azarloza's perspective, Azarloza inquired why [redacted] had acted so protective of [redacted] at the [redacted] RSD 26. [redacted] voiced concerns about the previous Superintendent pushing people out and [redacted] wanted to make sure that [redacted] wasn't pushed out. Id. Azarloza explained that most districts the size of RSD had [redacted]. Id. Azarloza believed that [redacted] wasn't in "a good head space." RSD 27. Azarloza believed this because Azarloza perceived [redacted] was disappointed in not being able to [redacted], and Azarloza had heard that [redacted] had expressed some concerns about the transition plan associated with RSD closing down two schools and opening the new school. Azarloza offered to mentor [redacted] and discussed details [redacted]

12. From Azarloza's perspective, [redacted] was [redacted] and [redacted] had asked about Principal transfers associated with the closing of the two schools. Azarloza mentioned to [redacted] that they were still looking at that, and that as Azarloza had shared with [redacted] there is a potential third transfer in [redacted] RSD 27. Azarloza couldn't go into details, but Azarloza said that [redacted] was not aligning with the direction that RSD was headed. Id.

13. From Azarloza's perspective, Azarloza told [redacted] this information to appropriately inform [redacted] of a potential issue involving a bargaining unit member, consistent with good labor-management communications. From [redacted] perspective, [redacted] did not perceive this was the type of communication between Union and management that is common to proactively provide information and work collaboratively to address issues.

14. [redacted] and Azarloza agree that Azarloza prefaced Azarloza's comments about [redacted] with noting that Azarloza could discuss [redacted] with [redacted] because [redacted] was [redacted] and Azarloza had already shared this information with [redacted] as [redacted]. [redacted] and Azarloza agree that Azarloza referenced that [redacted] vision did not align with the District's vision, but did not further elaborate on what Azarloza meant. [redacted] and Azarloza agree that Azarloza referenced transferring [redacted] to [redacted] as an option. [redacted] and Azarloza agree that Azarloza asked [redacted] not to repeat this information, and that [redacted] did not voice any concerns that Azarloza shared this information at the time.

15. From Azarloza's perspective, Azarloza thought she could appropriately disclose this confidential information about [redacted] to [redacted] as a [redacted] and Azarloza prefaced her remarks to this effect. Azarloza thought this interaction amounted to the kind of labor-management dialogue that can be constructive between a Superintendent and Union leadership. [redacted] did not understand this was Azarloza's purpose, and Azarloza did not say this was Azarloza's purpose.

16. [redacted] became troubled that Azarloza should not have disclosed confidential information about [redacted] to [redacted] as [redacted] then reflected on [redacted] obligations as a [redacted] and [redacted] to protect [redacted] interests. [redacted] consulted with [redacted] and further consulted with the [redacted] attorney. It is undisputed that on January 24, [redacted] met with Downs [redacted] office to relay [redacted] concerns. [redacted] also consulted with [redacted] as [redacted] as [redacted] intended to directly contact Azarloza to relay [redacted] concerns as a [redacted]

17. On January 28, 2025, [redacted] reached out to [redacted] to voice [redacted] concerns. See RSD 806. [redacted] assured [redacted] that the evaluation process was being honored. Id. [redacted] encouraged [redacted] to speak with Azarloza, and [redacted] volunteered that [redacted] could relay these concerns to Azarloza if [redacted] did not feel comfortable in doing so. See id. [redacted] opted to email Azarloza herself as [redacted] felt that the information should come from [redacted] as an [redacted]. Id.

18. On January 28, 2025 at 4:01 p.m., [redacted] emailed Azarloza, and copied [redacted] and [redacted] RSD 779. [redacted]

> Hi Annie,
>
> Thank you for taking the time to meet with me on Thursday last week.
>
> There is one thing I feel the need to address after discussing this with [redacted] based on our conversation that afternoon. You expressed at one point, because [redacted] and that you have shared with our [redacted] these concerns, you could then share with me a personnel concern you had regarding [redacted] In that conversation, you expressed that [redacted] vision was not

in alignment with the district's. As such, you further shared that [redacted] was potentially looking outside the district for employment and had requested a letter of recommendation from you. You went on to share an idea which involved transferring [redacted] to [redacted] should [redacted] remain in the district [redacted]

Reflecting on this conversation and, after conferring with [redacted] regarding the concern, I feel I have a responsibility as a member of the [redacted] of the [redacted] to ensure the evaluation process for all [redacted] continues to be followed and appropriate plans put in place to support [redacted] when there are concerns.

In an effort to be transparent, I want you to be aware that because [redacted] is the direct supervisor of [redacted], I have reached out [redacted] and included [redacted] this email to inform [redacted] of this concern, as a member of the [redacted], and to ensure the evaluation process continues to be followed [redacted].

RSD 779 (Note: Paragraphs spaced separately for ease of reference).

19. On January 28, 2025 at 10:48 p.m., Azarloza responded to [redacted] email and [redacted]:

Hi [redacted]

It's unfortunate that you did not assume the best intentions. [redacted] was the one that made me aware of what was shared.

Moving forward, I will not disclose any further information as it appears that such discussions are not being used in the best interest of children.

I'm happy to meet to further discuss but will not engage in an email debate about this matter.

RSD 780.

20. Both Azarloza and [redacted] were separately taken aback by the other's January [redacted] communication.

21. On January [redacted], 2025, Azarloza and [redacted] met for their [redacted] meeting at [redacted] office. Azarloza's recollections of this meeting are set forth in Azarloza's notes, which are fully incorporated by reference. See RSD 27-28. [redacted] recollections of this meeting are set forth in [redacted] notes, which are fully incorporated by reference. See RSD 807-809.

22. Azarloza's and/or [redacted] notes reflect that they discussed:

- Azarloza's concerns about [redacted] behaviors including being a [redacted] regarding [redacted] at the [redacted] and [redacted] needing to be in the right frame of mind;
- Azarloza's questions about [redacted] email concerning [redacted]
- Azarloza's questions about [redacted] contact with Board Members and the policy about communications to the Board going through the Superintendent;

- [redacted] viewpoint that [redacted] communication was a protected conversation as an [redacted] (or from Azarloza's perspective, Azarloza noting that informing [redacted] of potential transfers was a common and good practice);
- Rumors that [redacted] was trying to push out Azarloza and the genesis of such rumors; and
- Azarloza's concerns that [redacted] had created a "'very big mess'" by leap frogging over Azarloza to speak with Downs.

See RSD 27-28; RSD 807-808.

23. Azarloza noted the consequences that [redacted] going to Downs had with Azarloza's maintenance of relationships and trust with the Board, and that her trust in [redacted] had been greatly impacted. RSD 28 and RSD 808. Azarloza explained why, as a result of [redacted] breaking Azarloza's trust and bypassing governance structures, Azarloza did not feel comfortable and could not have [redacted] at [redacted] Meetings which involved discussions of District-wide confidential information. RSD 28 and RSD 808. Azarloza was hopeful that [redacted] could eventually attend [redacted] Meetings again. RSD 28. [redacted] said [redacted] would respect, but disagreed with, Azarloza's decision about [redacted] Meetings. RSD 808

24. At the conclusion of this January 31, 2025 meeting, Azarloza asked [redacted] to meet with Azarloza and Downs to assist in improving the situation. RSD 808-809. [redacted] agreed to do so.

25. From Azarloza's perspective, [redacted] had violated Policy BHC by bypassing Azarloza to speak with Downs. Azarloza thought that this disclosure of confidential information by [redacted] made Azarloza question whether [redacted] may share information learned in [redacted] Meetings, which could involve confidential information or information about matters still under consideration and not yet fully vetted. In this investigation, Azarloza summarized her viewpoint as follows:

> In summary, [redacted] brought a concern about the principal transfer directly to the board chair without speaking to me first. The email she sent me and copied [redacted] and [redacted] raising concerns about the [redacted] was sent after she had already spoken to the board chair. That's a violation of our board policy, which is in place to maintain trust and professionalism. Everyone has the right to bring forward concerns, but how those concerns are brought forward matters, especially for someone in a [redacted] position.
>
> I didn't discipline [redacted] for it, I didn't take any negative action against [redacted] position or role. I didn't demote [redacted], cut [redacted] pay, issue a disciplinary action, or change job responsibilities. I had no intent to harm [redacted] growth, in fact I had selected [redacted] to [redacted] our [redacted] gain experience [redacted]
>
> Instead, I made a decision that I felt was appropriate under the circumstances by changing [redacted] participation in a meeting [redacted]

These are [redacted] meetings where we discuss confidential and strategic matters that require a high level of trust and alignment with our governance structures. Given that [redacted] had just bypassed those structures, I didn't feel comfortable including [redacted] in those conversations anymore. I was hopeful that [redacted] could eventually attend tactical meetings when [redacted] was ready to hear sensitive information and not act on it.

I was still offering to actively support [redacted] growth [redacted]. I had offered to meet [redacted] weekly to give [redacted] and support. I offered to observe [redacted] meetings and provide constructive feedback. I even invited [redacted] to attend a New Hampshire [redacted] Conference [redacted], which is a professional opportunity [redacted]. Those are not things that you do if you're retaliating against someone. I was trying to support [redacted] development while also maintaining accountability and protecting the integrity of [redacted] It was about trust, [redacted] expectations, and ensuring that we all operate within the boundaries of board policy. I responded to the action, not the complaint.

RSD 29-30 (emphasis in original).

26. It is undisputed that Azarloza disallowed [redacted] continued ability to attend [redacted] Meetings because Azarloza felt [redacted] could no longer trust [redacted] due to the fact [redacted] had gone to Downs and disclosed [redacted] concerns about the January [redacted], 2025 discussion with Azarloza (and the information Azarloza asked [redacted] not to tell anyone). Azarloza felt that [redacted] should have instead gone to Azarloza under RSD Policy BHC. Azarloza felt that [redacted] Meetings entailed confidential and evolving information, and Azarloza had lost trust in [redacted]

27. On February 10, 2025, Azarloza, [redacted] and Downs met in what Azarloza hoped would be a constructive meeting to reach closure. [redacted] attended as [redacted] Union representation. Azarloza explained her concerns that [redacted] "leap frogging" Azarloza and going to Downs caused problems because Azarloza could not defend herself and this impacted Downs' trust in Azarloza. [redacted] discussed the fact that Azarloza had disallowed [redacted] ability to attend [redacted] Meetings and [redacted] concern that [redacted] had been denied a [redacted] opportunity. Downs voiced his viewpoint that removing [redacted] from [redacted] ability to attend [redacted] Meetings was inappropriate.

28. The [redacted] requested to meet the Full Board in Non-Public Session on February 13, 2025 to address [redacted]

29. In this investigation, Azarloza explained that, from her perspective, [redacted] violated RSD Policy BHC which required [redacted] to go to Azarloza as Superintendent with [redacted] concerns rather than bypass Azarloza to speak directly with Downs as Board Chair. Azarloza explained that she has consistently supported [redacted] and Azarloza did not believe she was retaliating against [redacted] by removing (at least temporarily) [redacted] ability to attend [redacted] Meetings. From Azarloza's perspective, this was a measured approach which was

not disciplinary in nature, and which did not result in any loss of pay, demotion or other type of loss, particularly as [redacted] was not even [redacted]

30. I fully credit Azarloza's sincerity and feedback that she did not intend to retaliate against [redacted] However, it is undisputed that [redacted] did and does feel that Azarloza retaliated against [redacted] I believe that the evidence supports the conclusion that [redacted] was reasonable to feel that [redacted] was retaliated against for protected activity:

- [redacted] emphasized repeatedly in [redacted] January 28, 2025 email to Azarloza that [redacted] voiced concerns in [redacted] role as a [redacted] and to protect [redacted] rights as [redacted].
- The fact that [redacted] went to Downs before going to Azarloza, even assuming this meeting was a violation of Policy BHC, does not translate into [redacted] being untrustworthy to the point that removal from [redacted] Meetings was necessary. [redacted] was not indiscreetly discussing this issue – she voiced a concern to the RSD Board Chair. In fact, [redacted] did not bypass Azarloza completely but ultimately did go to Azarloza to discuss [redacted] concerns as a [redacted]
- Azarloza herself had created this [redacted] Meeting form of organizational leadership for [redacted] Meetings were described in very positive terms by many who attended them as providing a larger perspective on the District as a whole and how leaders acted in the District's best interests on a variety of topics. [redacted] who attended thus received a larger perspective than the needs of their own buildings. Azarloza had allowed [redacted] and [redacted] to attend multiple [redacted] Meetings as part of their respective [redacted] had attended a [redacted] Meeting and constructively participated in it. The loss of access to [redacted] Meetings was loss of a [redacted] opportunity.

Other Employees

31. There are instances in which other current or former Central Office or other employees were concerned or dissatisfied about their respective interactions with Azarloza.

32. One [redacted] employee and Azarloza experienced challenges in their ability to work effectively with one another due to different professional styles and perspectives. I find that their interactions were professional, albeit strained from time to time. In fact, Azarloza and this employee were making some progress in their professional relationship shortly before Azarloza was placed on leave. A witness who observed their interactions felt that Azarloza and the employee simply needed more time to better align with one another.

33. Another [redacted] employee was very upset by [redacted] interpersonal interactions with Azarloza, and with Azarloza's change in this employee's job responsibilities and other changes and business decisions implemented by Azarloza. This former employee attributes [redacted] departure from RSD as "100%" because of Azarloza.

34. Another [redacted] employee was dissatisfied with the Administration's lack of support following Department changes, which were made by a Director and with Azarloza's approval. This employee was also concerned about how longevity pay was addressed at the employee's departure. Ultimately the former employee complained to the Board and initiated a wage claim at the New Hampshire Department of Labor, which the former employee and RSD successfully resolved.

35. A [redacted] employee was upset in one interaction with Azarloza, in which Azarloza spoke very directly to the employee.

36. Other [redacted] employees are reputed to have left employment due to dissatisfaction with the Administration, the [redacted] and/or pay issues.

Conclusions

37. Based on the express language of Policy GBEB, there is insufficient evidence to support the conclusion that Azarloza violated Policy GBEB or retaliated against the individuals listed above as "Other Employees." Azarloza, as Superintendent, is the face of the RSD Administration and some employees were sincerely dissatisfied with how they were treated as a result of workplace changes and their changed work environment under Azarloza's leadership. Some employees were concerned with their personal interactions with Azarloza. Although these concerns may be heartfelt, I do not find that they amount to any retaliation under Policy GBEB.

38. I find that under the express language of Policy GBEB, Azarloza did not retaliate against [redacted] However, as noted above, I find that it was premature of Azarloza to signal the potential transfer of [redacted] to others beside [redacted] without [redacted] being informed of this possibility so that [redacted] could address Azarloza's concerns and/or involve [redacted]. Azarloza, in approaching her concerns in this manner, caused both the [redacted] and [redacted] to in turn be concerned that [redacted] may not be afforded a fair opportunity to address any issues [redacted].

39. I also conclude that under the express language of Policy GBEB, Azarloza did not retaliate against [redacted] in violation of this Policy. However, as noted above, and taking into account Azarloza's perception she was taking a measured approach concerning [redacted] and had no retaliatory intent, I find that [redacted] was reasonable under the circumstances to feel that [redacted] was retaliated against. This decision by Azarloza under the circumstances took away a [redacted] opportunity from [redacted] and called [redacted] trustworthiness into question after [redacted] has been well-regarded in [redacted]. These are both significant issues, and resulted in both [redacted] and the [redacted] being legitimately concerned about retaliation. I find that even crediting Azarloza's intent, this behavior in removing [redacted] ability to attend [redacted] Meetings was retaliatory.

B. Findings And Conclusions Regarding Policy GBEA, Staff: Conduct, Ethics and Nepotism

1. Policy GBEA addresses employee conflict of interest, ethical behavior and nepotism. The Superintendent position is not excluded from this Policy. This Policy incorporates the New Hampshire Code of Ethics for New Hampshire Educators.

The CASO Position

2. The evidence establishes that [redacted] was a leading candidate for the CASO position. A [redacted] employee, as well as an RSD [redacted] knew [redacted] and thought [redacted] would be a good candidate for the position. Azarloza did not previously know [redacted] Azarloza emphasized [redacted] as a candidate for the CASO position before the position was reviewed at the TLSS Committee level, and [redacted] visited RSD.

3. The evidence establishes that even though Azarloza may have strongly signaled [redacted] was a good candidate for the CASO position, [redacted] not assured the position. Other witnesses beside Azarloza confirm that [redacted] and other candidates would need to go through RSD's relatively new hiring process, including an initial Screening Panel.

4. This CASO position was not posted and never proceeded to the point of a hiring process because the Finance Committee did not approve it in the Finance Committee's February 10, 2025 Meeting.

5. I conclude that Policy GBEA has not been violated regarding any concerns related to the CASO position.

Execution of MOU's Without Board Approval

6. It is uncontroverted that Azarloza signed two MOU's without Board knowledge or approval which pertained to modifications to an existing CBA with the [redacted] It is uncontroverted that the Board as a whole was concerned that this had occurred. It is uncontroverted that Azarloza has acknowledged she made a mistake and she has taken full responsibility for it.

7. I conclude that Policy GBEA has not been violated regarding the two MOU's in question. In Azarloza's contract and in Policy BDD addressing Board-Superintendent Relationship, the authority to sign contracts is not specifically addressed. In this investigation, I have reviewed MOU's with signature lines for the Board Chair or for the Superintendent, and there is evidence that prior Superintendents signed contracts on behalf of RSD.

8. The Board believed that Azarloza should not have signed these two MOU's for a variety of legitimate business reasons, particularly because she signed them without Board knowledge and authorization to do so. The evidence supports the conclusion that Azarloza was not mindful of the Board's legitimate concerns when she signed these MOU's, and Azarloza did

not believe it was improper for her to sign these MOU's when she did so. Azarloza did not hide the fact these MOU's had been signed – one was the subject of an email that included District employees and the Board. Azarloza took full accountability for her actions and mistake. Under these circumstances, I conclude that Policy GBEA and its provisions related to employee conflict of interest and ethical behavior have not been violated.

Federal Grants

1. On or about October 28, 2024, RSD lost its [redacted], who had significant experience in this role. Due to the fact that others did not have federal grants experience, and Azarloza had some federal grants experience in her previous employment, Azarloza temporarily took over the oversight of federal grants at RSD. The [redacted] promptly created a position of [redacted], which would have the responsibility for federal grants. That position was posted on or about [redacted] however it was not filled until on or about [redacted]

2. In the meantime, over Thanksgiving weekend in 2024, Azarloza worked to analyze and summarize the status of all federal grants. Azarloza circulated a working document to address federal grants ("Grants Google Document") and met [redacted] on December 3, 2024 and January 2, 2025. In several instances in this Grants Google Document, Azarloza thought that some Title I grant funds could appropriately be carried over into the following school year. See RSD 762-766. Azarloza explained in the course of this investigation that she believed this was appropriate and she did not believe that services to students were impacted in the current school year.

3. Before and after Azarloza was placed on administrative leave, RSD experienced some challenges in effectively managing federal grants. These challenges are best summarized through communications with RSD and the New Hampshire Department of Education ("NHED") which are set forth immediately below. I note that in many instances Azarloza was not able to be part of these communications, or address any issues raised, because she was out on administrative leave.

Title I Comparability Reporting

4. On October 15, 2024, [redacted] of the NHED emailed a blind copied group of "Superintendents, Business Administrators, and Title I Coordinators" concerning "2024-2025 Title I, Part A Comparability Reporting." RSD 686-687; see also RSD 690. [redacted] stated in relevant part:

> Demonstrating comparability of services is an annual requirement for each school district receiving federal Title I, Part A funds. In accordance with the Elementary and Secondary Education Act (ESEA), a school district may only receive Title I, Part A funds if it uses stated and local funds to provide services in Title I, Part A schools that, taken as a whole

are at least comparable to the services provided in schools that do not receive Title I, Part A funds.

Demonstrating comparability is a prerequisite for receiving Title I, Part A funds. Since Title I, Part A allocations are made annually, comparability is an ANNUAL requirement.:

RSD 686. [redacted] noted that "**All required documentation is due: December 1, 2024**." Id. (bold in original). [redacted] noted that [redacted] or a School District's Title I contact could be called for any questions. RSD 687.

5. In this investigation, Azarloza confirmed that she had not prepared the Title I Comparability Report.

6. In late March 2025, it came to RSD's attention that this Title I Comparability Report had not been completed. Specifically, [redacted] emailed NHED Title I Program Coordinator [redacted] and copied [redacted] to inquire if Rochester had submitted the Title I Comparability Report after [redacted] was unable to locate it. RSD 691. [redacted] responded on March 25, and copied [redacted] Id. [redacted] noted "Rochester has not submitted the comparability reporting this year," and attached the underlying October 15, 2024 notice. RSD 691-693.

7. In a March 26, 2025 email, [redacted]

> I would literally read them what NHED says about the requirement of completing the Title I Comparability report annually and let them know that Annie told [redacted] that she would complete it and it didn't happen. Regardless of the issues with onsite compliance monitoring, if Rochester doesn't get this submitted, NHED will continue to withhold all Title I funding.

RSD 689.

8. From March 26-28, 2025, [redacted] continued to work with [redacted] with [redacted] and [redacted] copied on communications. See RSD 695-696. The Title I Comparability Report was ultimately submitted by RSD.

Title I Cost Transfer for McKinney Vento Transportation

9. From March 26, 2025 to March 28, 2025, [redacted] and [redacted] and [redacted] worked collaboratively to transfer $173,641.90 from the FY25 Grant McKinney-Vento Transportation line to the District's Student Transportation line. RSD 697-700.

10. It is reported that McKinney-Vento addresses students who experience homelessness, that each year RSD incurs significant expenses associated with the transportation of such students, and that expenses are above and beyond RSD's general transportation expenses.

It is reported that RSD relies on being able to appropriately expend Title I funds to reimburse itself for McKinney-Vento related transportation expenses.

Title I Funding of Accounting and Grants Manager Position

11. The [redacted] Position contains significant responsibility for grants, including preparing, submitting and maintaining compliance in all grants for the RSD. RSD 702. As noted above, in late January 2025, [redacted] assumed this role. [redacted]

12. There is a November 15, 2024 email from Azarloza [redacted] copying [redacted] in which Azarloza indicated that this position will be "100%" Title I funded. RSD 701.

13. One witness is concerned that this position cannot be 100% Title I funded for several reasons, and to do so is inappropriate. Specifically, the concern is that this position is an "Accountant" position and an accountant position is excluded from Title I funding. Further, if this position is intended to replace [redacted] position, only 70% of [redacted] position was funded through Title I funds because [redacted] devoted 70% of [redacted] time to Title I responsibilities. Lastly, any change to funding needs to be first subject to a requested amendment to the NHED, and such an amendment needs to be approved by the NHED before any funds can be appropriately expended, according to the witness.

14. From Azarloza's perspective, she intended to submit a requested Title I funding amendment to the NHED in relation to the [redacted] position but had not yet done so before [redacted] assumed the role and before Azarloza's administrative leave. Azarloza notes that she asked permission of the Board to do so at the beginning of her administrative leave but was not allowed to do so.

15. Azarloza and [redacted] understand that Title I funds cannot be expended without any necessary amendments to the grant in question being submitted to, and approved by, the NHED and Azarloza and [redacted] would not take any action in violation of these requirements. To Azarloza's recollection, 70% of this [redacted] position is being paid for with Title I funds because it replaces [redacted] position, and the remaining 30% would need to be subject to an amendment and approved by the NHED before RSD could use Title I funds. Azarloza had intended to request an amendment so that the position was 100% funded by Title I, as referenced above.

16. [redacted] recently became aware that the [redacted] position was 100% paid for by Title I grant money from approximately the start of [redacted] to April 15, 2025. From April 15, 2025, this position's salary has been charged to RSD's operating funds. [redacted] confirmed that $22,415.36 had been paid for with Title I funds concerning this [redacted] position.

Title III Grant Application

17. On February 5, 2025, RSD submitted a 2024-2025 grant application. See RSD 705. On the same day [redacted] and [redacted], with Azarloza copied, were informed that the application was rejected for a variety of specified reasons. Id.

Title IV-A Program Reporting

18. The NHED made its first request for Title IV-A program impact data, which is an annual requirement, with a due date of January 30, 2025. See RSD 661. RSD did not provide this information. In a March 31, 2025 email from NHED Title IV-A State Program Coordinator [redacted] to [redacted] and copying [redacted] and [redacted], [redacted] noted that RSD still had not provided this required information. Id. [redacted] noted that the NHED had made multiple requests for this information, with extended deadlines per request. Id. Initially, the Title IV-A data was due on January 30, 2025; the due date for the Second Request was February 18, 2025; the due date for the Third Request was February 28, 2025; and the due date for the Fourth Request was March 15, 2025. Id.

19. In his March 31, 2025 email [redacted] noted this was a Fifth Request for this data, and the data will be due on April 11, 2025. RSD 661. [redacted] noted in relevant part "Rochester is currently non-compliant with Title IV-A Program requirements." Id [redacted] also noted "You may remember, one of the assurances agreed upon accepting Title IV-A Program funds is that the LEA shall annually report to the State Department of Education when asked." Id.

20. On March 31, 2025, [redacted] and [redacted] coordinated and confirmed that [redacted] would promptly complete this Title IV-A reporting requirement. RSD 663. [redacted] noted to [redacted] "Yes, we have to respond to all of their requests like this. It's very normal and it's a requirement of every district. This is another example of why this work needs to be done by an education person, not an accountant." Id.

21. On April 10, 2025, [redacted] submitted the Title IV-A Survey, and emailed [redacted] copying [redacted] to confirm the Survey's submission and to provide some clarifying information. RSD 659. [redacted] promptly replied on April 10, stating in relevant part:

> I will get this posted. There is nothing you can do about it now since the grant is closed. You'll be reported as not compliant with this budget spending requirement.
>
> For future grants, building the budget early on and paying attention to those requirements from the start can ensure that you easily meet those requirements.

See RSD 659. [redacted] copying [redacted] as [redacted] responded on April 11, 2025 to thank Freeda and noted this happened after [redacted]

ESEA Programmatic Monitoring FY24

22. It is reported that the ESEA Programmatic Monitoring is conducted by the NHED and occurs on a standardized basis – that is, this monitoring is not in reaction to any particular events. Such monitoring occurred, and was the subject of follow up communication from NHED on March 10, 2025 to RSD, directed to [redacted] and copying RSD representatives. See RSD 709. This monitoring concerned timeframes before Azarloza became Superintendent.

23. In the fall of 2024, [redacted] informed RSD representatives in a [redacted] Meeting that this ESEA Programmatic Monitoring FY24 would occur in March 2025. See RSD 414 (Noted in October 15, 2024 [redacted] Ongoing Log under "Federal Grants Manager": "2 day audit w/ dept of ED. Many departments will be involved.")

24. On January 13, 2025, RSD received notice of the March 2025 Monitoring and confirmed that the Monitoring was scheduled for March 6, 2025. RSD 129. Azarloza unsuccessfully requested an extension due to personnel turnover, but NHED denied the request. See RSD 128-129. RSD had available to it a New Hampshire of Department of Education Elementary and Secondary Education Act Federal Programmatic Consolidated Monitoring Plan Toolkit, dated September 11, 2024. RSD 134-144.

25. On March 21, 2025 [redacted], Administrator I of the NHED Bureau of Instructional Support, Division of Learner Support emailed [redacted] as [redacted] to summarize the status of this ESEA Programmatic Monitoring. RSD 708-710. [redacted] was "reaching out again in regards to the March 6, 2025, Fiscal Year 2024 ESEA Federal Programmatic Consolidated Monitoring" of RSD. RSD 708.

26. In this March 21, 2025 email, [redacted] noted that the NHED sent a summary of monitoring on March 10, 2025 which included a list of any outstanding items, further clarification needed, or no action items with comments. RSD 708. RSD was provided two business days to furnish documents to the NHED. [redacted] noted "However, no additional information nor any response was provided." Id. [redacted] continued in relevant part:

> Attached you will find a copy of that summary. In that summary, you will find that for 22, or 42%, of the monitored indicators, a complete lack of evidence was provided. This lack of evidence is non-compliant with 2 CFR § 200.337, to which NHED may, as a remedy for non-compliance, withhold Federal funding.
>
> However, due to the substantial turnover in key personnel the District has experienced within the past year, we are granting a one week extension for the District to provide the required evidence. **If the District fails to provide a sufficient response to this communication by the close of business on Friday, March 28, 2025, NHED will move forward with the withholding of all Federal funding, including Federal grants outside of the ESEA Title programs.**

RSD 708 (bold and emphasis in original).

27. RSD worked diligently and met the March 28, 2025 deadline imposed by the NHED. On April 4, 2025 [redacted] emailed [redacted] and copied [redacted] and [redacted] noting that an official notification from the NHED, including to the School Board would follow on Monday (April 7, 2025). RSD 712. [redacted] noted in relevant part "The official notification will state that we've received evidence or an explanation for each indicator, meaning funds will not be withheld at this time, and it will outline next steps." Id.

28. On April 14, 2025, [redacted] again contacted [redacted] copying RSD and NHED representatives, and noted that the NHED provided a summary of areas of changes necessary to achieve compliance in advance of a full report. RSD 713.

29. Based on the evidence summarized above, which in some instances is still a work in progress between RSD and the NHED, I find that RSD experienced significant challenges and demonstrated some shortcomings in federal grants management [redacted] Azarloza's federal grants oversight was intended as a temporary measure, and she had other significant responsibilities in addition to taking on federal grants management oversight. Other RSD individuals did not have federal grants management experience. There were notable instances of federal grants requirements not being met – the Comparability Report was not submitted by the December 1, 2024 deadline when it was Azarloza's responsibility to do so, RSD repeatedly failed to respond to requests for Title IV-A program impact data, and RSD initially failed to respond to the NHED's follow up communications regarding ESEA Programmatic Monitoring.

30. Concerns have been raised that Azarloza's intent to carry over Title I funds from this school year to the next school year may have resulted in services being denied this school year. Azarloza does not believe that was the case, and that was not her intent. Other witnesses interviewed were unable to confirm if services have been denied this school year due to Azarloza's stated intent to carry over Title I funds into the next school year. There is insufficient evidence at this time to establish that services were denied in this school year due to Azarloza's intent to carry over Title I funds. I believe that a determination concerning this issue requires a separate in-depth and highly factual inquiry by a subject matter expert regarding Title I and federal grants compliance concerning RSD's services requested (or deferred) in this school year, whether and when those services have been received, and whether any carry over of funds has occurred and was appropriate under the facts, circumstances and federal grant standards.

31. Likewise, there is insufficient evidence at this time to establish if there has been any violation of Title I-IV standards, and it is not my purview to do so. That is ultimately for the NHED to determine based on its subject matter expertise, oversight and ongoing work with RSD.

32. I find that any challenges and shortcomings identified above are not due to any intentional disregard of compliance requirements or failure to fulfill job responsibilities with honesty and integrity by RSD representatives, including by Azarloza.

33. Based on this evidence, and with further determinations about federal grant compliance in the purview of the NHED, I conclude that a violation of Policy GBEA is unsustained at this juncture.

C. Findings And Conclusions Regarding Policy GBL, Personnel Records

1. This Policy, as written, addresses personnel records (as opposed to the disclosure of confidential information) which may appear in an employee's personnel records.

2. There is no evidence that Azarloza disclosed any personnel records. Findings concerning the discussion with [redacted] about confidential information related to another employee are set forth above.

3. I conclude that the evidence establishes that Policy GBL was not violated by Azarloza.

D. Findings And Conclusions Regarding Policy JGD-R2, Response Plan for Criminal Incidents

1. Policy JGD-R2 is a detailed Response Plan for Criminal Incidents. It does not address Manifestation Reviews that came into issue between the RSD and the RPD earlier in this school year.

2. RSD and the RPD enjoyed a positive and constructive working relationship for many years. The current SRO [redacted], and his immediate supervisor, a [redacted], worked well with previous Superintendents [redacted], including [redacted] Part of this collaboration involved [redacted] conducting a Manifestation Review in instances in which charges were considered against a student with a disability. From RPD's perspective, this interaction between [redacted] and RPD was described as "flawless."

3. In this school year, under Azarloza's leadership, RSD began to focus on options other than or complimentary to out of school suspensions ("OSS") and focus on graduated disciplinary sanctions.

4. In the late Fall of 2024 and into 2025 there were four separate cases at issue in which [redacted] declined to conduct Manifestation Reviews because in each case a 10 day suspension metric under federal law was not met. From the perspective of Azarloza and RSD representatives, they were following the federal law in doing so and their intent was to comply with the law based on the legal guidance it received from RSD's special education legal counsel.

5. From RPD's perspective, [redacted] failure to conduct Manifestation Reviews in these four cases was inexplicable, a departure from how these matters had been handled in the

past, and significantly and negatively impacted RPD's ability to prosecute these matters. That is, RPD could not effectively prosecute these matters under state law without the Manifestation Reviews being conducted.

6. Azarloza and [redacted] exchanged communications in December 2024, including [redacted] sharing recent New Hampshire case law and Azarloza sharing the detailed legal opinion of RSD's special education legal counsel.

7. Azarloza and [redacted], along with the SRO and representatives of RSD and RPD met on January 6, 2025. In addition to the Manifestation Reviews being the subject of some discussion, Azarloza and RPD representatives discussed the SRO's role [redacted] Azarloza's viewpoint was that the SRO could not serve as essentially an Assistant Principal and should not be called by the Principal unless it involved a situation that otherwise would require a 9-1-1 call. The RPD believed that the parameters of the SRO's involvement were defined by the MOU between the RSD and the RPD ("the SRO MOU").

8. RPD witnesses were concerned that Azarloza overstepped her authority in that January 6, 2025 meeting by trying to dictate to RPD how to run a private event that RPD sponsors know as "Teen Night." Azarloza was concerned that the SRO had turned away a student from this event due to information about the student's conduct that the SRO knew from his work [redacted] The SRO did not know information about this student from any review of confidential and FERPA protected school records but rather from the SRO's own knowledge. The RPD believed it had a duty to keep Teen Night attendees safe, attendees had to be in good standing to have the privilege of attending, and RPD was able to run this separate and non-RSD event as RPD saw fit.

9. This January 6, 2025 meeting did not resolve these differences, and issues continued concerning Manifestation Reviews. Shortly before Azarloza was placed on administrative leave, she met with RPD [redacted] in what she considered to be a constructive meeting. Azarloza was working on her review and revisions to the SRO MOU for this year, but this had not concluded prior to her administrative leave.

10. Witnesses describe the RSD-RPD relationship as notably improving in the past two months. RPD witnesses appreciate the constructive and collaborative approach of the current [redacted]

11. I find that Azarloza and RSD representatives were attempting to comply with their current understanding of the law, as advised by RSD's special education legal counsel, regarding the Manifestation Reviews in question. I find that RPD disagreed with this legal interpretation and found that RSD's failure to conduct Manifestation Reviews for the four cases at issue negatively impeded RPD's ability to pursue these four cases in the juvenile justice system, which itself is rehabilitative and provides resources which can help juveniles.

12. I find that both RSD and RPD worked professionally to attempt to resolve this disagreement.

13. I find that this dispute involved four specific cases, and there was no blanket refusal to conduct Manifestation Reviews by Azarloza or RSD representatives.

14. Under this circumstances, I conclude that there has been no violation of JGD-R2.

X. CONCLUSION

I am pleased to answer any further questions. Thank you.

[redacted] **Document Production**

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BHC

BOARD-STAFF COMMUNICATIONS

The Board desires to maintain open channels of communication between itself and the staff. The basic line of communication will, however, be through the Superintendent of Schools.

Staff Communications to the Board
All communications or reports to the Board or any Board committee from principals, supervisors, teachers, or other staff members shall be submitted through the Superintendent. Staff members are also reminded that Board meetings are held in public. As such, they provide an excellent opportunity to observe at first hand the Board's deliberations on problems of staff concern.

Board Communications to Staff
All official communications policies, and/or directives of employee interest and concern, may be communicated to employees through the superintendent and/or designee. Board members shall not initiate or listen to discussions of personnel-related matters, staff complaints or grievances, other than in accordance with established board policies and regulations, or in accordance with existing collective bargaining agreements. The Superintendent will employ all such media as are appropriate to keep staff fully informed of the Board's problems, concerns, and actions.

Visits to Schools
Individual Board members interested in visiting schools or classrooms will inform the superintendent or designee of such interest. Such visits shall be regarded as informal expressions of interest in school affairs and not as "inspections" or visits for supervisory or administrative purposes. Official visits by Board members will be carried on only under Board authorization and with the full knowledge of the Superintendent and principals.

Social Interaction
Staff and Board members share a keen interest in the schools and in education generally. It is to be expected that when they meet at social affairs and other functions, they will informally discuss such matters as educational trends, issues, and innovations and general school district problems. However, staff members are reminded that individual Board members have no special authority excepting when they are convened at a legal meeting of the Board or vested with special authority by Board action.

Adoption Date: April 8, 1993
Amended: May 14, 2009; March 12, 2020; November 12, 2020
Reviewed: July 14, 2022

NOTICE: This opinion is subject to motions for rehearing under Rule 22 as well as formal revision before publication in the New Hampshire Reports. Readers are requested to notify the Reporter, Supreme Court of New Hampshire, One Charles Doe Drive, Concord, New Hampshire 03301, of any editorial errors in order that corrections may be made before the opinion goes to press. Errors may be reported by email at the following address: reporter@courts.state.nh.us. Opinions are available on the Internet by 9:00 a.m. on the morning of their release. The direct address of the court's home page is: https://www.courts.nh.gov/our-courts/supreme-court

THE SUPREME COURT OF NEW HAMPSHIRE

10th Circuit Court-Derry Family Division
No. 2022-0124

PETITION OF THE STATE OF NEW HAMPSHIRE

Argued: October 4, 2022
Opinion Issued: December 16, 2022

John M. Formella, attorney general, and Anthony J. Galdieri, solicitor general (Sam M. Gonyea, attorney, on the brief and orally), for the State.

Thomas Barnard, senior assistant appellate defender, of Concord, on the brief and orally, for the respondent.

DONOVAN, J. The State filed a petition for original jurisdiction challenging an order of the Circuit Court (Zaino, J.) granting the respondent's motion to dismiss a juvenile delinquency petition. The trial court ruled that the State failed to comply with RSA 169-B:6, IV(b) (2022) because no "manifestation review" had occurred prior to the filing of the delinquency petition. As we explain in greater detail in this opinion, the term "manifestation review," RSA 169-B:6, IV(b), in the context of a juvenile delinquency petition resulting from conduct in a school setting by a student with a disability, refers to a process whereby a school, the student's parents, and other parties review the student's individualized education plan (IEP) and

other relevant information to determine whether the alleged misconduct stemmed from the student's disability or the school's failure to implement the student's IEP. See 20 U.S.C. § 1415(k)(1)(E).

In support of its petition, the State argues that RSA 169-B:6, IV(b) incorporates 20 U.S.C. § 1415(k)(1)(E) in its entirety, including the provision exempting a manifestation review in circumstances described in 20 U.S.C. § 1415(k)(1)(B). We conclude that the trial court correctly determined that RSA 169-B:6, IV(b) is ambiguous, but the broader purpose of RSA chapter 169-B supports the interpretation that RSA 169-B:6, IV(b) requires a manifestation review in all instances prior to the filing of a delinquency petition. We therefore hold that the phrase "a manifestation review pursuant to 20 U.S.C. section 1415(k)(1)(E)," RSA 169-B:6, IV(b), incorporates only the procedural requirements set forth in 20 U.S.C. § 1415(k)(1)(E) regarding what constitutes a manifestation review and not the exemption provision. Accordingly, we affirm.

I. Facts

The following facts are agreed upon by the parties or are otherwise supported by the record. In October 2021, the respondent, at the time a student at a New Hampshire school, allegedly struck a fellow student on the back of the head during the school day. Consequently, the school suspended the respondent for no more than ten days.

Approximately two weeks later, the State filed a delinquency petition charging the respondent with simple assault. RSA 169-B:6, IV requires the State to obtain assurance from the school district that, prior to the filing of the petition, if the child has a disability, "a manifestation review pursuant to 20 U.S.C. section 1415(k)(1)(E) occurred." The school confirmed that it had suspended the respondent after the incident and identified the respondent "as a child with a disability according to RSA 186-C:2, I," but stated that "[a] manifestation review [had] not been warranted."

In January 2022, the court held an adjudicatory hearing on the delinquency petition. At that hearing, the respondent moved to dismiss the petition based upon the school's failure to hold a manifestation review, as required under RSA 169-B:6. The State countered that a manifestation review was unnecessary because RSA 169-B:6, IV(b) only requires a manifestation review when 20 U.S.C. § 1415(k)(1)(E) requires one, and the federal statute exempts such reviews when a student is suspended for ten days or fewer as described in 20 U.S.C. § 1415(k)(1)(B).

Thereafter, the trial court granted the motion without prejudice. It ruled that "RSA 169-B:6, IV(b) require[s] a manifestation review as procedurally described in 20 U.S.C. 1415(k)(1)(E) regardless of the duration of the suspension or other exclusions potentially available under 20 U.S.C.

1415(k)(1)(B)." In reaching this conclusion, the court first determined that the term "pursuant to" as it appears in RSA 169-B:6, IV(b) is ambiguous. Next, the court considered the purpose of the statute as stated in RSA 169-B:1 and our decision in In re Russell C., 120 N.H. 260, 266-67 (1980), and ruled that the statute's purpose supported the respondent's interpretation that RSA 169-B:6, IV(b) requires a manifestation review in all circumstances. Subsequently, the State moved for reconsideration, which the court denied. This petition seeking review followed.

II. Analysis

This case raises a question of statutory interpretation. At issue is the extent to which RSA 169-B:6, IV(b) incorporates 20 U.S.C. § 1415(k)(1)(E). The State contends that RSA 169-B:6, IV(b) incorporates subparagraph (E) of the federal statute in its entirety, including the exemption provision in the first clause of the statute. In contrast, the respondent contends that the reference to subparagraph (E) in RSA 169-B:6, IV(b) is limited to the definition of what constitutes a manifestation review and excludes the exemption provision.

The interpretation of a statute presents a question of law that we review de novo. See State v. Pinault, 168 N.H. 28, 31 (2015). In matters of statutory interpretation, the intent of the legislature is expressed in the words of the statute considered as a whole. See id. We first look to the language of the statute itself, and, if possible, construe that language according to its plain and ordinary meaning. Id. We interpret legislative intent from the statute as written and will not consider what the legislature might have said or add language the legislature did not see fit to include. Id. We interpret statutes in the context of the overall statutory scheme and not in isolation. Id. Moreover, we construe all parts of a statute together to effectuate its overall purpose and to avoid an absurd or unjust result. Petition of Carrier, 165 N.H. 719, 721 (2013). This review enables us to interpret statutory language in light of the policy or purpose sought to be advanced by the statutory scheme. Id. If a statute is ambiguous, however, we consider legislative history to aid our analysis. Id.

We begin our analysis by setting forth the relevant statutory framework. RSA 169-B:6, IV describes the information that a school district must provide to a court prior to the juvenile's initial appearance in cases of delinquency petitions. It provides:

> When a school official, including a school resource officer assigned to a school district pursuant to a contract agreement with the local police department, or a local police department as a result of a report made by a school official or school resource officer, files a petition involving a minor with a disability pursuant to RSA 186-C, upon submission of a

juvenile petition, but prior to the child's initial appearance, the legally liable school district shall provide assurance that prior to its filing:

. . .

(b) If the school district has determined that the child is a child with a disability, a manifestation review pursuant to 20 U.S.C. section 1415(k)(1)(E) occurred.

RSA 169-B:6, IV(b) (emphases added).

20 U.S.C. § 1415(k)(1)(E), titled "Manifestation determination," provides the federal requirements for when and how to conduct a manifestation review. This federal statute provides, in relevant part:

Except as provided in subparagraph (B), within 10 school days of any decision to change the placement of a child with a disability because of a violation of a code of student conduct, the local educational agency, the parent, and relevant members of the IEP Team (as determined by the parent and the local educational agency) shall review all relevant information in the student's file, including the child's IEP, any teacher observations, and any relevant information provided by the parents to determine—

(I) if the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or
(II) if the conduct in question was the direct result of the local educational agency's failure to implement the IEP.

20 U.S.C. § 1415(k)(1)(E)(i) (emphasis added). In turn, 20 U.S.C. § 1415(k)(1)(B) authorizes a school to "remove a child with a disability who violates a code of student conduct from their current placement to an appropriate interim alternative educational setting, another setting, or suspension, for not more than 10 school days." As a result, when subparagraph (E) is read in tandem with subparagraph (B), the federal statute does not require a manifestation review for situations described in subparagraph (B), including suspensions for ten days or fewer.

RSA 169-B:6, IV requires the "legally liable school district" to assure the court that prior to the filing of a delinquency petition, "a manifestation review pursuant to 20 U.S.C. section 1415(k)(1)(E) occurred." As set forth in 20 U.S.C. § 1415(k)(1)(E), a manifestation review determines whether a student's misconduct stemmed from the student's disability. The review process engages the school, parents, and members of the student's IEP team to review the student's IEP and other relevant information and determine whether the student's disability or the school's failure to implement the student's IEP caused the student's misconduct. 20 U.S.C. § 1415(k)(1)(E). If either one of

these determinations is made, then the student's conduct is considered to be a manifestation of his or her disability. Id. If the conduct is a manifestation of the student's disability, then, depending on the student and the conduct at issue, the school may conduct a behavioral assessment, utilize a behavioral intervention plan, and return the student to his or her original educational setting. 20 U.S.C. § 1415(k)(1)(F); see RSA 169-B:6, IV(c) (providing that schools should follow the process articulated in 20 U.S.C. § 1415(k)(1)(F) if the conduct was a manifestation of the child's disability).

Turning to the merits, both parties assert that the language of RSA 169-B:6, IV is unambiguous and that a plain and ordinary reading of the statute supports their respective interpretations. The parties disagree, however, as to the extent that the state statute incorporates the federal law. Thus, the only issue before us is whether RSA 169-B:6, IV incorporates 20 U.S.C. § 1415(k)(1)(E) in its entirety, including the exemption set forth in subparagraph (B), or whether the statute incorporates just the manifestation review procedures set forth in subparagraph (E).

The State observes that, as we ruled in Contoocook Valley School District v. State of New Hampshire, 174 N.H. 154, 164 (2021), "[t]he legislature's intent to incorporate by reference must be clear." It then posits that "if the legislature intends to incorporate a provision by reference to a limited extent only, it must [also] make the extent to which it intends to limit the incorporation clear." Because the legislature unambiguously chose to incorporate the federal statute, without limitation, the State maintains that the legislature intended to incorporate 20 U.S.C. § 1415(k)(1)(E) in its entirety, including its reference to the exemption in subparagraph (B), into RSA 169-B:6, IV(b).

The respondent counters that the plain language of RSA 169-B:6, IV requires assurances that a manifestation review occurred whenever a school official or school resource officer files or initiates the filing of a juvenile delinquency petition alleging misconduct by a minor student with a disability. With respect to the statute's reference to the federal law, the respondent maintains that this reference is limited to 20 U.S.C. § 1415(k)(1)(E)'s description of a manifestation review and the consequences of a manifestation determination. The respondent observes that the question before us is not whether the federal law requires assurances that a manifestation review occurred, but whether RSA 169-B:6, IV required such assurances.

Furthermore, the respondent argues that had the legislature intended to require school districts to merely assure a court that schools had complied with any federal obligation to conduct a manifestation review, then RSA 169-B:6, IV(b) would have been phrased differently — to require that the school districts comply with the process set forth in the federal law. In support of this argument, the respondent observes that the language set forth in the very next provision of RSA 169-B:6, IV includes language requiring assurance that, "[i]f

the child's conduct was determined to be a manifestation of the child's disability, the school district followed the process set forth in 20 U.S.C. section 1415(k)(1)(F)." RSA 169-B:6, IV(c).

We conclude that both parties' respective constructions of RSA 169-B:6, IV are reasonable and consistent with the statutory language. Similarly, reasonable minds may disagree with our colleagues' conclusion that the statute unambiguously incorporates the federal exemption to the manifestation review requirement. Accordingly, we rule that the statute is ambiguous as to the extent that it incorporates the federal statute. See State v. Folds, 172 N.H. 513, 524 (2019).

We agree with the trial court that, when considered in light of the purpose of RSA chapter 169-B as articulated in RSA 169-B:1, RSA 169-B:6, IV(b) requires the legally liable school district to conduct a manifestation review prior to the filing of the delinquency petition, regardless of the length of time that the school suspended the student. Accordingly, we conclude that the incorporation of 20 U.S.C. § 1415(k)(1)(E) into RSA 169-B:6, IV(b) is limited to the definition of what constitutes a manifestation review and does not include the provision exempting situations described in 20 U.S.C. § 1415(k)(1)(B).

RSA 169-B:1 articulates the purpose of RSA chapter 169-B, which governs delinquent children. It provides that RSA chapter 169-B "shall be liberally interpreted" to effectuate the articulated purposes and policies. RSA 169-B:1. These purposes and policies include, inter alia: (1) encouraging the minor's "moral, mental, emotional, and physical development" by providing the minor with necessary "protection, care, treatment, counselling, supervision, and rehabilitative resources"; (2) "[c]onsistent with the protection of public interest," promoting the minor's acceptance of personal responsibility and appreciation of the consequences of the minor's delinquent actions; (3) keeping the minor, when possible, "in contact with the home community and in a family environment" and only separating the minor and parents when "clearly necessary for the minor's welfare or the interests of public safety"; and (4) providing "effective judicial procedures" and ensuring parties have a fair hearing. RSA 169-B:1, I-IV.

RSA chapter 169-B is part of a comprehensive juvenile justice system that has as its primary concern the welfare of the child. In re Trevor G., 166 N.H. 52, 54 (2014). It guarantees children their constitutional rights, and encourages the use of rehabilitative and treatment resources whenever possible. Id.; see also In re Russell C., 120 N.H. at 266. We have stated that the legislative purpose of the juvenile laws is not penal, but protective; that the child shall not be punished for breach of law or regulation, but to provide the child with an opportunity to become a worthy citizen. State v. Smagula, 117 N.H. 663, 666 (1977). The primary goal of the law is to treat and not to punish. In re Russell C., 120 N.H. at 266.

Consistent with the legislative mandate, we construe the statute liberally and interpret RSA 169-B:6, IV(b) to require a manifestation review in all instances, which effectuates the statute's purpose in several ways. See RSA 169-B:1; see also, e.g., Petition of State of N.H. (Disclosure of Juvenile Records), 172 N.H. 493, 499 (2019) (construing RSA chapter 169-B "liberally to effect its purpose of rehabilitating delinquent minors"); State v. Smith, 124 N.H. 509, 514 (1984) (considering the purposes and policies in RSA 169-B:1 as well as the mandate to liberally interpret RSA chapter 169-B). The manifestation review prioritizes resolving a disabled student's misconduct within the educational setting by engaging parents, teachers, and the school and utilizing alternative behavioral strategies, thus providing "treatment, counselling, supervision, and rehabilitative resources" to encourage the student's "wholesome" development. See RSA 169-B:1, I; see also 20 U.S.C. § 1415(k)(1)(E)-(F). If the manifestation review determines that the student's conduct was a manifestation of the student's disability, the student, absent special circumstances, is returned to his or her original educational setting, thus "keeping a minor in contact with the home community and in a family environment." See RSA 169-B:1, III; see also 20 U.S.C. § 1415(k)(1)(F)(iii).

Moreover, requiring a manifestation review in all instances under RSA 169-B:6, IV(b) achieves another principal goal of the juvenile delinquency statute: "to create procedural safeguards sufficient to protect individual rights against the vicissitudes of unlimited discretion." In re Trevor G., 166 N.H. at 54; see also RSA 169-B:1, IV; In re Russell C., 120 N.H. at 266-67 (interpreting the juvenile delinquency statute to impose a mandatory time limit that favors the juvenile based on the legislature's concern for procedural due process). Because the school unilaterally decides the duration of the student's suspension, to interpret the statute otherwise would essentially allow a school unlimited discretion to determine the amount of process that a student with a disability receives in those cases in which a delinquency petition is filed. If the school removes the student from the student's educational setting for ten days or fewer, then the student would not receive a manifestation review, but if the school removes the student for more than ten days, then the student would receive one. See 20 U.S.C. § 1415(k)(1)(B), (E). We conclude that the legislature did not intend to grant school districts that degree of discretion.

Our interpretation is further supported by the fact that, as both parties agree, the legislature enacted RSA 169-B:6, IV at a time when school districts frequently referred disabled students to the juvenile justice system for discipline rather than internally addressing the student's misconduct. Denying a student with a disability a manifestation review if he or she is removed from his or her education setting for ten days or fewer would encourage school districts to limit the duration of suspensions rather than address the problem that the legislature sought to remedy in enacting RSA 169-B:6, IV.

III. Conclusion

For the foregoing reasons, we affirm and hold that whenever a delinquency petition is to be filed pursuant to RSA 169-B:6, IV(b) and the legally liable school district has determined that the child is a child with a disability according to RSA 186-C:2, I, then a manifestation review must be performed prior to the filing of the delinquency petition. Of course, if the legislature disagrees with our construction of RSA 169-B:6, IV, it is free, within constitutional limits, to amend the statute accordingly.

Affirmed.

HICKS and BASSETT, JJ., concurred; MACDONALD, C.J., and HANTZ MARCONI, J., dissented.

MACDONALD, C.J., and HANTZ MARCONI, J., dissenting. Because we disagree with the majority that RSA 169-B:6, IV(b) (2022) is ambiguous, we respectfully dissent.

RSA 169-B:6, IV sets forth the information that a school district is required to provide to the trial court before a juvenile's initial appearance in a case involving a delinquency petition. Under the statute, "the legally liable school district shall provide assurance that prior to its filing" of the delinquency petition, "[i]f the school district has determined that the child is a child with a disability, a manifestation review pursuant to 20 U.S.C. section 1415(k)(1)(E) occurred." RSA 169-B:6, IV(b) (emphasis added). The ordinary meaning of "pursuant to" is "[f]ollowing upon, consequent and in conformance to; in accordance with." Oxford English Dictionary, https://www.oed.com/view/Entry/155073?redirectedFrom=pursuant#eid (last visited Nov. 18, 2022).

In accordance with section 1415(k)(1)(E) of the federal law, "[e]xcept as provided in subparagraph (B)," a manifestation review is required to take place "within 10 school days of any decision to change the placement of a child with a disability because of a violation of a code of student conduct." 20 U.S.C. § 1415(k)(1)(E). Subparagraph (B) creates an exception to the manifestation review requirement when a school has removed "a child with a disability who violates a code of student conduct from their current placement to an appropriate interim alternative educational setting, another setting, or suspension, for not more than 10 school days." 20 U.S.C. § 1415(k)(1)(B). Accordingly, under RSA 169-B:6, IV(b), "a manifestation review pursuant to 20 U.S.C. section 1415(k)(1)(E)" need not occur if a child with a disability is suspended for "not more than 10 school days." RSA 169-B:6, IV(b); 20 U.S.C. § 1415(k)(1)(B), (E).

The majority's determination that "the phrase 'a manifestation review pursuant to 20 U.S.C. section 1415(k)(1)(E)'" in RSA 169-B:6, IV(b) "incorporates only the procedural requirements set forth in 20 U.S.C. § 1415(k)(1)(E) regarding what constitutes a manifestation review and not the exemption provision" misapplies our rules of statutory construction. Under such rules, we "give effect to every word of a statute whenever possible . . . and will not consider what the legislature might have said or add language that the legislature did not see fit to include." In re J.P., 173 N.H. 453, 460 (2020) (citations omitted). In RSA 169-B:6, IV(b), the legislature plainly directed without limitation that a manifestation review occur in accordance with federal law. Nonetheless, the majority reads out of the federal statute the phrase "[e]xcept as provided in subparagraph (B)." Although the legislature could have said that only the procedural requirements set forth in the federal statute apply, it did not do so. As the majority suggests, there may be worthy policy rationales for so limiting the application of section 1415(k)(1)(E). But, we are constrained to apply the words the legislature actually used.

Given that the language of RSA 169-B:6, IV(b) unambiguously expresses the legislature's directive to incorporate the federal exemption to the manifestation review requirement and that the respondent in this case was suspended for not more than ten school days, we would reverse the trial court's order granting the respondent's motion to dismiss. Accordingly, we respectfully dissent.

A

B

5:08 EXHIBIT B

8

Found in Rochester Sent Mail...

AA **Annie Azarloza** 7/23/24

To: [redacted]

Hi [redacted]

[redacted] mentioned there is a form that I need to fill out with [redacted] new salary. It will be retroactive as of July 15, 2024 [redacted]

--

Annie Azarloza
Superintendent of Schools
Rochester School District
150 Wakefield Street, Second Floor
Rochester, New Hampshire 03867

5:27
8
Absolutely. Please let me know if you need any other
Annie
On Fri, Dec 6, 2024 at 9:57 AM
wrote:
Good morning,
I was hoping to have two additional to cover today and Monday. I have connected and looking at a potential return date of next Wednesday or Thursday,

5:31

8

Found in Rochester Sent Mail...

AA

Annie Azarloza 1/27/25

To: [redacted]

Rep [redacted]

Invitation: [redacted] Weekly 1:1 @ Weekly from 7:15am to 7:45am on Monday (EST) [redacted]

When

Weekly from 7:15am to 7:45am on Monday
(Eastern Time - New York)

[redacted]

Guests

Annie Azarloza - organizer

[redacted]

View all guest info

5:31

[redacted]

[redacted]

Hi Annie,

I spent the weekend looking over my current workload and [redacted]

[redacted]

Looking at what I have coming up [redacted] my mornings will soon be going back to course work time so [redacted]

[redacted]





finally getting a firmer understanding of district operations.



5:31

8

Found in Rochester Sent Mail...

[redacted]

AA **Annie Azarloza** 1/27/25

[redacted]

Re: [redacted]

Hey [redacted]

I'm here for whatever you need. Let me know how I can be of help.

Annie

On Jan 27, 2025, at 2:14 PM, [redacted] wrote:

[redacted]

[redacted]

www.rochesterschools.com/o/css

[redacted]

On Sat, Feb 1, 2025 at 12:54 PM Annie Azarloza <azarloza.a@sau54.org> wrote:
I'm happy to respond to all of these emails coming in. There is nothing to reconsider because we followed the process in the CBA that was developed with the union with fidelity.

Begin forwarded message:

From: [redacted]

Date: February 1, 2025 at 12:43:43 PM EST

5:47

65 7 Messages

All emails are scheduled to...

Found in Rochester Inbox

[redacted]/1/25

Re: [redacted]

Thank you for the support on this.

[redacted]

On Sat, Feb 1, 2025 at 12:54 PM

5:36

Meeting w/S.Downs

On Tue, Feb 4, 2025 at 12:55 PM [redacted]

Hi Annie,

I wanted to follow up and see if there was a confirmed date/time for your request to meet with Shane Thursday evening prior to the committee meeting?

[redacted]

I will be requesting an [redacted] to join me for this meeting.

Thank you,

[redacted]

1:42

5 3 Messages

[redacted]

2/7/25

Question

Good afternoon Annie [redacted]
I was wondering if either one of you had any thoughts on the following:
With the anticipated openings for [redacted] would you want the new admin to oversee the hiring process for these positions? [redacted]

5:38

8

Found in Rochester Sent Mail...

AA Annie Azarloza [redacted] 2/7/25

Re: [redacted]

[redacted]

Hi [redacted]

I think it makes sense that the new [redacted] would have a hand in hiring. [redacted]

Annie

[redacted]

5:48

65 3 Messages

Found in Rochester Inbox

[redacted] 2/7/25

To: Annie [redacted]

[redacted]

Re: Question

Sounds good. Thank you!

[redacted]

[redacted]

See More

C

arrest

[redacted]

Please know that when there are criminal charges filed at the request of the school, it does not matter [redacted] the full 10 days of suspension for the manifestation meeting to be triggered. It is a requirement of RSA 169-B and RSA 186-C that the manifestation meeting occur when ever criminal charges are filed regardless of the number of says suspended from school. I think you are mixing up the above two RSA's with 20 U.S.C section 1415(k)(1)(E). Please note that if the school is not in a position to provide the police department with the proper documentation then the police department will be unable to process any further requests from the school to file charges and hold children accountable for crimes they commit at the school.

We have dealt with this issue for many years and the SAU, [redacted] have all agreed, that in order for the police department to do our job, as requested by the school staff, that the manifestation review be will completed per RSA 169-B and RSA 186-C.

[redacted]

[redacted]

Any questions, please feel free to give me a call.

Thanks [redacted]

[redacted]

1:15

8 arrest

[redacted]

Hi Annie,

Can we talk about this when we meet next? This is an old email, but will likely come up again this year so I'd like to get the plan in place to support our schools.

[redacted]

---------- Forwarded message ---------

1:16

8

Found in Rochester Sent Mail...

AA Annie Azarloza [redacted] 9/4/24

[redacted]

Fwd: arrest

[redacted]

does [redacted] have the authority, [redacted] to arrest a student for something that [redacted] sees is illegal? We need to get a better handle on the line between SROs and school's authority.

[redacted]

1:32

8

Found in Rochester Sent Mail...

AA **Annie Azarloza** [redacted] 1/2/25

[redacted]

This morning

Good morning!

Can you please connect [redacted] first this morning and let [redacted] know [redacted] can only call on [redacted] if he police were needed. In other words, if he did not have an SRO and he had to call the police that is the only time that he would call [redacted] This is important because the lines are getting blurred. Thanks.

Annie

1:33

[redacted]

[redacted]

Hello!

I wanted to follow up on this matter after discussing it with our legal counsel earlier today. Our conversation confirmed my understanding that a manifestation meeting is not required in this instance. However, during our discussion, a potential issue regarding FERPA compliance was raised. Specifically, there are concerns about sharing student information with SROs and their current access to IC (Infinite Campus).

Would it be possible to revoke their IC access to mitigate these concerns? Additionally, I believe this issue warrants further discussion, either as part of a

Leadership meeting or in a separate meeting with RMS and SHS stakeholders.

From our recent meeting [redacted] it became clear that the SROs' access to additional information may be contributing to confusion, which appears to be complicating the situation. Addressing this matter proactively could help resolve any misunderstandings and ensure compliance with FERPA guidelines while working collaboratively with RPD.

Please let me know your thoughts on the best way to proceed.

Thanks!

[redacted]

1:33

Found in Rochester Sent Mail...

Annie Azarloza 1/2/25
To [redacted]

Re: Waiting on manifistations

I agree 100%. [redacted] connect with [redacted] at some point tomorrow to let them know the issue. We will revoke SRO's access effective Monday.

Annie

On Jan 2, 2025, at 6:17 PM, [redacted]

Hello!

1:34

Found in Rochester Sent Mail...

[redacted]

Annie Azarloza 1/5/25

[redacted]

Invitation: Meeting with SROs [redacted] @ Mon Jan 6, 2025 8am - 9:30am (EST) [redacted]

Hi Everyone,

Let's meet to develop a shared understanding of the SRO role. We'll meet at the SAU office. Have a great weekend!

Annie

When

Monday Jan 6, 2025 · 8am – 9:30am (Eastern Time - New York)

Location

1:20

19 Messages

24 Manifestation Revi...

AA From: Annie Azarloza [redacted]

December 18, 2024 at 12:1...

[redacted]

Hi [redacted]

I hope this message finds you doing well.

[redacted] forwarded me your message regarding your request for a manifestation review. I appreciate your detailed email regarding the requirements for Manifestation Reviews and the legal framework outlined in RSA 169-B and RSA 186-C. I understand the importance of ensuring compliance with these laws and appreciate your dedication to upholding the

[redacted]

standards that protect our students' rights.

I'd like to suggest that we approach this matter with a spirit of partnership. While I understand the importance of following the law, I believe we can achieve this most effectively through open communication and collaboration. It's essential that we engage with one another assuming best intentions and focusing on our shared goal: serving the children and families in our community.

To that end, I propose we schedule a meeting to clarify any points of confusion and work together to ensure alignment with legal requirements. I believe this will help us resolve any concerns






amicably and reinforce the strong working relationship needed to support our children.

Please let me know your availability, and I'll be happy to coordinate to make this happen. I look forward to resolving this matter collaboratively.

Annie

--

Annie Azarloza
Superintendent of Schools
Rochester School District
150 Wakefield Street, Second Floor
Rochester, New Hampshire 03867
azarloza.a@sau54.org

Be the change you wish to see in the world. -Gandhi





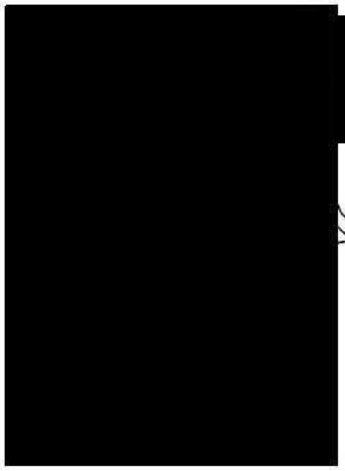

1:21



Annie Azarloza 12/18/24



Found in Rochester Inbox



12/18/24

To: Annie Azarloza >

Sounds like a plan, I am available on Thursday 12/26 from 130pm on. Or 12/31 any time.

Let me know which day works. Thanks

Caution: External email.

I hope this message finds you doing well.

forwarded me your message regarding your request for a manifestation review. I appreciate your detailed email regarding the requirements for Manifestation Reviews and the legal framework outlined in RSA 169-B and RSA 186-C. I understand the importance of ensuring compliance with these laws and appreciate your dedication to upholding the standards that protect our

1:21

[redacted]

[redacted]

[redacted]

Hi [redacted]

Thanks for your prompt response. [redacted] are vacationing during the holidays this month. I invited [redacted] to meet with [redacted] and me this Friday at 7:45 AM if you're available. Otherwise, we can meet after the New Year.

Annie

On Wed, Dec 18, 2024 at 12:21 PM [redacted]

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not print, deliver, distribute or copy this message, and do not disclose its contents or take any action in reliance on the information it contains unless authorized to do so. Thank you.

1:21

19 Messages

24 Manifestation Revi...

[redacted] 12/18/24

I think this will be helpful f...

[redacted]

Found in Rochester Inbox

[redacted] 12/18/24

To: Annie Azarloza >

I am sorry, but this Friday I am prepping for a major [redacted] on 12/24. Sadly, it will have to be after the first of the year. How about Tue Jan 7th any time, my day is wide open. [redacted]

Caution: External email.

Hi [redacted]

Thanks for your prompt response. [redacted] and I are vacationing during the holidays this month. I invited [redacted] to meet with [redacted] and me this Friday at 7:45 AM if you're available. Otherwise, we can meet after the New Year.

Annie

On Wed, Dec 18, 2024 at 12:21 PM [redacted]

Sounds like a plan, I am available on Thursday 12/26 from 130pm on. Or 12/31 any time.

1:21

24 [redacted]

Annie Azarloza 12/18/24

Hi [redacted] We're unavailable o...

Found in Rochester Inbox

[redacted] 12/18/24

To: Annie, [redacted]

I think this will be helpful for any questions you may have regarding the State Law and the requirements of the Legally Liable School District to perform a Manifestation Review for all cases where juvenile petitions have been filed.

I know we will be discussing the issue at the meeting, but it is confusing as to why something that has been State Law for years, and the school district abiding by the State Law for years and now all of a sudden the police department is receiving pushback and a refusal of the school district to follow the mandates of the RSA's.

Hope this Supreme Court Decision helps everyone involved.

Also, let me know if 1/7/25 is a good date.

[redacted]

1:21

19 Messages

24 **Manifestation Revi...**

[redacted] 12/19/24

I can meet the 9th at 330. B...

Found in Rochester Sent Mail...

AA **Annie Azarloza** 12/18/24

To: [redacted]

[redacted]

Hi [redacted]

We're unavailable on Jan 7. Are you free Jan 9 at 1pm or Jan 10 at noon or 3:30?

Annie

On Dec 18, 2024, at 1:23 PM, [redacted]

See More

1:21

19 Messages

24 Manifestation Revi...

[redacted]

From [redacted]

To: Annie Azarloza

December 19, 2024 at 7:32...

I can meet the 9th at 330. But while this issue is now pending, [redacted]

[redacted] Please let me know if the 9th at 330 is now confirmed and if the two reviews will be completed.

Thank you [redacted]

Caution: External email.

Hi [redacted]

We're unavailable on Jan 7. Are you free Jan 9 at 1pm or Jan 10 at noon or 3:30?

Annie

21

1:21

24 [redacted]

Sorry, typically I do not work...

Found in Rochester Sent Mail...

[redacted]

AA **Annie Azarloza** 12/19/24

To: [redacted]

Hi [redacted]

[redacted]

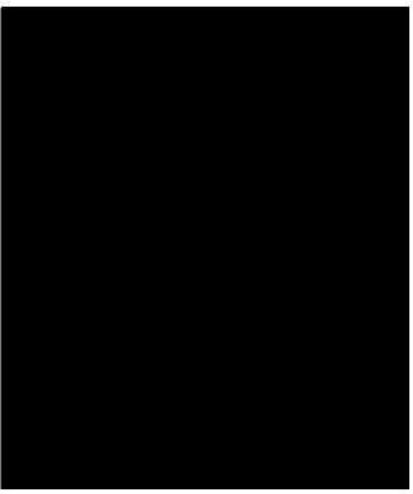
[redacted]Also, it was January 10 at 3:30 that I'm available. Let me know if that works. Thank you!

Annie

On Thu, Dec 19, 2024 at 7:32 AM


1:21
24
[redacted]
Keeping you in the loop Begi...
Annie Azarloza 12/19/24
Hi [redacted] The student unenr...
Found in Rochester Inbox
[redacted]
12/19/24
To: Annie Azarloza >
Sorry, typically I do not work on Friday.
[redacted] Well, if that is correct, that is concerning.
[redacted]
Caution: External email.
Hi [redacted]
[redacted]

1:21



24 [redacted]

Keeping you in the loop Begi...

Found in Rochester Sent Mail...

AA **Annie Azarloza** 12/19/24

To: [redacted]

Hi [redacted]

[redacted] However, I have several concerns that do not have to do with the manifestation, which is why I'd like to meet with you. Let me know when you're available. Thanks.

Annie

On Dec 19, 2024, at 1:00 PM, [redacted]



From: Annie Azarloza

December 26, 2024 at 3:1...

Hi [redacted]

I hope you had a nice holiday.

I just want to let you know that we sought legal counsel on the interpretation of the state law that you referenced in your email regarding manifestations of a child with a disability.

You should receive a letter from Drummond & Woodsum this week on the correct interpretation of the law. There was a decision that was rendered by the Supreme Court in December of 2022 clarifying it

rendered by the Supreme Court in December of 2022 clarifying it because it recognized that it was ambiguous. Please let me know if you have any questions once you receive the letter.

As I stated in my previous email, we look forward to a strong and positive partnership with you on behalf of the children and families that we serve.

Have a wonderful new year!

Annie

> On Dec 19, 2024, at 1:54 PM, Annie Azarloza <azarloza.a@sau54.org> wrote:

See More

1:22

[redacted]

Found in Rochester Sent Mail...

AA **Annie Azarloza** 12/30/24

[redacted]

Please send this email [redacted]

---------- Forwarded message ---------

From: [redacted]

Date: Mon, Dec 30, 2024 at 12:10 PM
Subject: RE: Manifestation Review
To: Annie Azarloza <azarloza.a@sau54.org>

I am sure our City Attorney will more than interpret the state law correctly as well.

Caution: External email

1:22

24 [redacted]

AA From: **Annie Azarloza** [redacted]

January 2, 2025 at 2:45 PM

[redacted]

Hi [redacted]

Happy Thursday. As previously mentioned, attached is the letter our attorney sent to us regarding manifestations and the state law. If you wish, I'm happy to further discuss. Of course, [redacted] is free to connect directly with us as well.

Annie

On Mon, Dec 30, 2024 at [redacted]

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not print, deliver, distribute or copy this message, and do not disclose its contents or take any action in reliance on the

28

1:23

24

[redacted]

---------- Forwarded message ---------

From: [redacted]

Date: Fri, Jan 17, 2025 at 9:52 AM

Subject: [redacted]

[redacted]

[redacted]

[redacted]

[redacted]

Thanks,

[redacted]









1:23

24

[redacted]

---------- Forwarded message ---------

[redacted]

Date: Fri, Jan 17, 2025 at 1:15 PM

[redacted]

If a manifestation meeting does not need to be scheduled under IDEA, then we will not be holding the meeting.

Thank you,

[redacted]

[redacted]

Hi [redacted]

Please advise me on this situation. [redacted]

[redacted]

Stay well,

[redacted]

DrummondWoodsum
ATTORNEYS AT LAW

Luke A. Webster
Admitted in NH, VT

603.792.7436
lwebster@dwmlaw.com

670 N. Commercial Street, Suite 207
Manchester, NH 03101-1188
603.716.2895 Main
603.716.2899 Fax

December 31, 2024

Sarah Camus
Director of Student Services
Rochester School District
150 Wakefield St Suite #8
Rochester, NH 0386

RE: Delinquency Petitions and Manifestation Reviews

Dear Sarah,

You requested legal guidance in response to the Rochester Police Department's position that New Hampshire law compels school districts complete a manifestation review prior to a juvenile delinquency petition being filed against a student with a disability, even when the Individuals with Disabilities Education Act (IDEA) does not require it. To be sure, this is a complex area of the law where New Hampshire juvenile justice law and state and federal special education laws intersect, and it is easy to misunderstand what is required. However, the bottom line is that the school district is not mandated to initiate a manifestation review unless the IDEA requires it because of a disciplinary change of placement. Additionally, you were concerned about the Rochester Police Department's intention to "file charges against a school administrator who is refusing to follow state law" by declining "to do a manifestation review." Simply put, there is no violation of state law for which a school administrator could be liable for a criminal charge under these circumstances, and such a wrongful arrest would violate the administrator's civil liberties. As explained below, the Rochester School District has followed state and federal law related to manifestation determinations and should continue to do so.

As you are aware, if a delinquency petition involves a student who qualifies for special education, additional requirements apply. These requirements, govern only if the petition was filed by "a school official," a "school resource officer assigned to a school district pursuant to a contract agreement with the local police department," or "a local police department as a result of a report made by a school official or school resource officer." In such cases, upon submission of a juvenile petition, but prior to the child's initial appearance, the individual submitting the petition must provide assurance under oath that prior to filing "if the school district has determined that the child is a child with a disability, a manifestation review pursuant to 20 U.S.C. section 1415(k)(1)(E) occurred." RSA 169-B:6, IV(b). After several years of disagreement over what this provision requires, in December 2022 the NH Supreme Court settled the debate.

Petition of the State of New Hampshire interpreted RSA 169-B:6, IV(b), specifically the clause that says, "pursuant to 20 U.S.C. section 1415(k)(1)(E)." Note that 20 U.S.C. section

1415(k)(1)(E) is the IDEA provision governing manifestation determinations. Section 1415(k)(1)(E) demands a manifestation determination only if the school district is contemplating a disciplinary "change in placement." A disciplinary change in placement occurs when: (a) school authorities suspend a student for more than 10 consecutive school days; or (b) the student is subjected to a series of shorter suspensions in any school year that cumulatively exceed 10 school days and that satisfy certain other criteria. 34 C.F.R. § 300.536. The student's IEP team must find a manifestation if the conduct: (1) "was caused by, or had a direct and substantial relationship to, the child's disability"; or (2) "was the direct result of the [school district's] failure to implement the IEP." In Petition of the State of New Hampshire, the Court had to answer what "pursuant to 20 U.S.C. section 1415(k)(1)(E)" means in terms of the duty to conduct a manifestation determination. I have enclosed a copy of the decision for your consideration.

The Court held that state law requires a manifestation determination before juvenile delinquency charges for school-based behavior may be filed against a special education student, even when school authorities did not propose a disciplinary change in placement. To be clear, the delinquency statute and the court's decision interpreting state law do not compel school districts to make manifestation determinations when such determinations are not required by the IDEA. A manifestation determination is simply a prerequisite for filing a delinquency petition against an IDEA-eligible student for misconduct at school.

If the school district refuses to make a manifestation determination because it is not required by special education laws, it effectively blocks the filing of a delinquency petition. This implicit veto power is consistent with the legislature's intent. As the court observed in Petition of the State of New Hampshire,

> Our interpretation is further supported by the fact that, as both parties agree, the legislature enacted RSA 169-B:6, IV at a time when school districts frequently referred disabled students to the juvenile justice system for discipline rather than internally addressing the student's misconduct.

In other words, the law was not intended to force school districts to conduct manifestation reviews when not otherwise required by the IDEA just to permit the filing of a delinquency petition; quite the opposite, RSA 169-B:6, IV was designed to discourage the filing of delinquency petitions for misconduct at school. Ultimately, the current form the court system has created for delinquency petitions includes (at pages 2-3) questions asking the individual filing the petition whether the various protections of RSA 169-B:6, IV apply and to give assurances, under oath that the provisions were satisfied. However, neither the form nor the law compels the school district to conduct a manifestation review. Instead, a delinquency petition cannot be filed absent a manifestation determination; RSA 169-B:6, IV effectively empowers the school district to block delinquency petitions if school administrators believe the disabled student's misconduct at the school was appropriately addressed by the school utilizing alternative behavioral strategies. Of course, the school district has discretion to conduct a manifestation review even though one was not required by the IDEA if it felt juvenile justice intervention was

necessary due to the nature and severity of the conduct, but in those cases there would likely be a disciplinary change in placement.

If school districts followed the alternative interpretation and conducted manifestation reviews just because the local police department sought to file a delinquency petition and not because the IDEA required it, the school district would have no discretion to address school misconduct by students with disabilities in school. Moreover, forcing school districts to conduct unnecessary manifestation reviews requires an IEP team meeting that pulls teachers and staff out of classes to make difficult and contentious decisions. Additionally, parents can use the IDEA's appeal process to challenge the IEP team's manifestation determination, even though the IDEA did not require a decision in the first place; further disincentivizing unnecessary manifestation determinations.

There are times when school administrators and the local police department may disagree about whether a delinquency petition should be filed, and this may create friction between the two public entities. However, I understand the Rochester School District greatly values the collaborative relationship it has with the Rochester Police Department and will seek to build on the trust and cooperation created by collectively supporting and serving students and families in the Rochester community. I recommend an ongoing conversation about school misconduct that may result in the filing of a delinquency petition to avoid any unnecessary disagreements and ensure the safety of the school environment.

Please feel free to share the guidance included here with your point of contact at the Rochester Police Department to help develop a shared understanding about manifestation reviews and delinquency petitions moving forward.

Thank you,

/s/ *Luke A. Webster*

Luke A. Webster

Encl.

NOTICE: This opinion is subject to motions for rehearing under Rule 22 as well as formal revision before publication in the New Hampshire Reports. Readers are requested to notify the Reporter, Supreme Court of New Hampshire, One Charles Doe Drive, Concord, New Hampshire 03301, of any editorial errors in order that corrections may be made before the opinion goes to press. Errors may be reported by email at the following address: reporter@courts.state.nh.us. Opinions are available on the Internet by 9:00 a.m. on the morning of their release. The direct address of the court's home page is: https://www.courts.nh.gov/our-courts/supreme-court

THE SUPREME COURT OF NEW HAMPSHIRE

10th Circuit Court-Derry Family Division
No. 2022-0124

PETITION OF THE STATE OF NEW HAMPSHIRE

Argued: October 4, 2022
Opinion Issued: December 16, 2022

John M. Formella, attorney general, and Anthony J. Galdieri, solicitor general (Sam M. Gonyea, attorney, on the brief and orally), for the State.

Thomas Barnard, senior assistant appellate defender, of Concord, on the brief and orally, for the respondent.

DONOVAN, J. The State filed a petition for original jurisdiction challenging an order of the Circuit Court (Zaino, J.) granting the respondent's motion to dismiss a juvenile delinquency petition. The trial court ruled that the State failed to comply with RSA 169-B:6, IV(b) (2022) because no "manifestation review" had occurred prior to the filing of the delinquency petition. As we explain in greater detail in this opinion, the term "manifestation review," RSA 169-B:6, IV(b), in the context of a juvenile delinquency petition resulting from conduct in a school setting by a student with a disability, refers to a process whereby a school, the student's parents, and other parties review the student's individualized education plan (IEP) and

other relevant information to determine whether the alleged misconduct stemmed from the student's disability or the school's failure to implement the student's IEP. See 20 U.S.C. § 1415(k)(1)(E).

In support of its petition, the State argues that RSA 169-B:6, IV(b) incorporates 20 U.S.C. § 1415(k)(1)(E) in its entirety, including the provision exempting a manifestation review in circumstances described in 20 U.S.C. § 1415(k)(1)(B). We conclude that the trial court correctly determined that RSA 169-B:6, IV(b) is ambiguous, but the broader purpose of RSA chapter 169-B supports the interpretation that RSA 169-B:6, IV(b) requires a manifestation review in all instances prior to the filing of a delinquency petition. We therefore hold that the phrase "a manifestation review pursuant to 20 U.S.C. section 1415(k)(1)(E)," RSA 169-B:6, IV(b), incorporates only the procedural requirements set forth in 20 U.S.C. § 1415(k)(1)(E) regarding what constitutes a manifestation review and not the exemption provision. Accordingly, we affirm.

I. Facts

The following facts are agreed upon by the parties or are otherwise supported by the record. In October 2021, the respondent, at the time a student at a New Hampshire school, allegedly struck a fellow student on the back of the head during the school day. Consequently, the school suspended the respondent for no more than ten days.

Approximately two weeks later, the State filed a delinquency petition charging the respondent with simple assault. RSA 169-B:6, IV requires the State to obtain assurance from the school district that, prior to the filing of the petition, if the child has a disability, "a manifestation review pursuant to 20 U.S.C. section 1415(k)(1)(E) occurred." The school confirmed that it had suspended the respondent after the incident and identified the respondent "as a child with a disability according to RSA 186-C:2, I," but stated that "[a] manifestation review [had] not been warranted."

In January 2022, the court held an adjudicatory hearing on the delinquency petition. At that hearing, the respondent moved to dismiss the petition based upon the school's failure to hold a manifestation review, as required under RSA 169-B:6. The State countered that a manifestation review was unnecessary because RSA 169-B:6, IV(b) only requires a manifestation review when 20 U.S.C. § 1415(k)(1)(E) requires one, and the federal statute exempts such reviews when a student is suspended for ten days or fewer as described in 20 U.S.C. § 1415(k)(1)(B).

Thereafter, the trial court granted the motion without prejudice. It ruled that "RSA 169-B:6, IV(b) require[s] a manifestation review as procedurally described in 20 U.S.C. 1415(k)(1)(E) regardless of the duration of the suspension or other exclusions potentially available under 20 U.S.C.

1415(k)(1)(B)." In reaching this conclusion, the court first determined that the term "pursuant to" as it appears in RSA 169-B:6, IV(b) is ambiguous. Next, the court considered the purpose of the statute as stated in RSA 169-B:1 and our decision in In re Russell C., 120 N.H. 260, 266-67 (1980), and ruled that the statute's purpose supported the respondent's interpretation that RSA 169-B:6, IV(b) requires a manifestation review in all circumstances. Subsequently, the State moved for reconsideration, which the court denied. This petition seeking review followed.

II. Analysis

This case raises a question of statutory interpretation. At issue is the extent to which RSA 169-B:6, IV(b) incorporates 20 U.S.C. § 1415(k)(1)(E). The State contends that RSA 169-B:6, IV(b) incorporates subparagraph (E) of the federal statute in its entirety, including the exemption provision in the first clause of the statute. In contrast, the respondent contends that the reference to subparagraph (E) in RSA 169-B:6, IV(b) is limited to the definition of what constitutes a manifestation review and excludes the exemption provision.

The interpretation of a statute presents a question of law that we review de novo. See State v. Pinault, 168 N.H. 28, 31 (2015). In matters of statutory interpretation, the intent of the legislature is expressed in the words of the statute considered as a whole. See id. We first look to the language of the statute itself, and, if possible, construe that language according to its plain and ordinary meaning. Id. We interpret legislative intent from the statute as written and will not consider what the legislature might have said or add language the legislature did not see fit to include. Id. We interpret statutes in the context of the overall statutory scheme and not in isolation. Id. Moreover, we construe all parts of a statute together to effectuate its overall purpose and to avoid an absurd or unjust result. Petition of Carrier, 165 N.H. 719, 721 (2013). This review enables us to interpret statutory language in light of the policy or purpose sought to be advanced by the statutory scheme. Id. If a statute is ambiguous, however, we consider legislative history to aid our analysis. Id.

We begin our analysis by setting forth the relevant statutory framework. RSA 169-B:6, IV describes the information that a school district must provide to a court prior to the juvenile's initial appearance in cases of delinquency petitions. It provides:

> When a school official, including a school resource officer assigned to a school district pursuant to a contract agreement with the local police department, or a local police department as a result of a report made by a school official or school resource officer, files a petition involving a minor with a disability pursuant to RSA 186-C, upon submission of a

juvenile petition, but prior to the child's initial appearance, the legally liable school district shall provide assurance that prior to its filing:

. . .

(b) If the school district has determined that the child is a child with a disability, a manifestation review pursuant to 20 U.S.C. section 1415(k)(1)(E) occurred.

RSA 169-B:6, IV(b) (emphases added).

20 U.S.C. § 1415(k)(1)(E), titled "Manifestation determination," provides the federal requirements for when and how to conduct a manifestation review. This federal statute provides, in relevant part:

Except as provided in subparagraph (B), within 10 school days of any decision to change the placement of a child with a disability because of a violation of a code of student conduct, the local educational agency, the parent, and relevant members of the IEP Team (as determined by the parent and the local educational agency) shall review all relevant information in the student's file, including the child's IEP, any teacher observations, and any relevant information provided by the parents to determine—

(I) if the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or
(II) if the conduct in question was the direct result of the local educational agency's failure to implement the IEP.

20 U.S.C. § 1415(k)(1)(E)(i) (emphasis added). In turn, 20 U.S.C. § 1415(k)(1)(B) authorizes a school to "remove a child with a disability who violates a code of student conduct from their current placement to an appropriate interim alternative educational setting, another setting, or suspension, for not more than 10 school days." As a result, when subparagraph (E) is read in tandem with subparagraph (B), the federal statute does not require a manifestation review for situations described in subparagraph (B), including suspensions for ten days or fewer.

RSA 169-B:6, IV requires the "legally liable school district" to assure the court that prior to the filing of a delinquency petition, "a manifestation review pursuant to 20 U.S.C. section 1415(k)(1)(E) occurred." As set forth in 20 U.S.C. § 1415(k)(1)(E), a manifestation review determines whether a student's misconduct stemmed from the student's disability. The review process engages the school, parents, and members of the student's IEP team to review the student's IEP and other relevant information and determine whether the student's disability or the school's failure to implement the student's IEP caused the student's misconduct. 20 U.S.C. § 1415(k)(1)(E). If either one of

these determinations is made, then the student's conduct is considered to be a manifestation of his or her disability. Id. If the conduct is a manifestation of the student's disability, then, depending on the student and the conduct at issue, the school may conduct a behavioral assessment, utilize a behavioral intervention plan, and return the student to his or her original educational setting. 20 U.S.C. § 1415(k)(1)(F); see RSA 169-B:6, IV(c) (providing that schools should follow the process articulated in 20 U.S.C. § 1415(k)(1)(F) if the conduct was a manifestation of the child's disability).

Turning to the merits, both parties assert that the language of RSA 169-B:6, IV is unambiguous and that a plain and ordinary reading of the statute supports their respective interpretations. The parties disagree, however, as to the extent that the state statute incorporates the federal law. Thus, the only issue before us is whether RSA 169-B:6, IV incorporates 20 U.S.C. § 1415(k)(1)(E) in its entirety, including the exemption set forth in subparagraph (B), or whether the statute incorporates just the manifestation review procedures set forth in subparagraph (E).

The State observes that, as we ruled in Contoocook Valley School District v. State of New Hampshire, 174 N.H. 154, 164 (2021), "[t]he legislature's intent to incorporate by reference must be clear." It then posits that "if the legislature intends to incorporate a provision by reference to a limited extent only, it must [also] make the extent to which it intends to limit the incorporation clear." Because the legislature unambiguously chose to incorporate the federal statute, without limitation, the State maintains that the legislature intended to incorporate 20 U.S.C. § 1415(k)(1)(E) in its entirety, including its reference to the exemption in subparagraph (B), into RSA 169-B:6, IV(b).

The respondent counters that the plain language of RSA 169-B:6, IV requires assurances that a manifestation review occurred whenever a school official or school resource officer files or initiates the filing of a juvenile delinquency petition alleging misconduct by a minor student with a disability. With respect to the statute's reference to the federal law, the respondent maintains that this reference is limited to 20 U.S.C. § 1415(k)(1)(E)'s description of a manifestation review and the consequences of a manifestation determination. The respondent observes that the question before us is not whether the federal law requires assurances that a manifestation review occurred, but whether RSA 169-B:6, IV required such assurances.

Furthermore, the respondent argues that had the legislature intended to require school districts to merely assure a court that schools had complied with any federal obligation to conduct a manifestation review, then RSA 169-B:6, IV(b) would have been phrased differently — to require that the school districts comply with the process set forth in the federal law. In support of this argument, the respondent observes that the language set forth in the very next provision of RSA 169-B:6, IV includes language requiring assurance that, "[i]f

the child's conduct was determined to be a manifestation of the child's disability, the school district followed the process set forth in 20 U.S.C. section 1415(k)(1)(F)." RSA 169-B:6, IV(c).

We conclude that both parties' respective constructions of RSA 169-B:6, IV are reasonable and consistent with the statutory language. Similarly, reasonable minds may disagree with our colleagues' conclusion that the statute unambiguously incorporates the federal exemption to the manifestation review requirement. Accordingly, we rule that the statute is ambiguous as to the extent that it incorporates the federal statute. See State v. Folds, 172 N.H. 513, 524 (2019).

We agree with the trial court that, when considered in light of the purpose of RSA chapter 169-B as articulated in RSA 169-B:1, RSA 169-B:6, IV(b) requires the legally liable school district to conduct a manifestation review prior to the filing of the delinquency petition, regardless of the length of time that the school suspended the student. Accordingly, we conclude that the incorporation of 20 U.S.C. § 1415(k)(1)(E) into RSA 169-B:6, IV(b) is limited to the definition of what constitutes a manifestation review and does not include the provision exempting situations described in 20 U.S.C. § 1415(k)(1)(B).

RSA 169-B:1 articulates the purpose of RSA chapter 169-B, which governs delinquent children. It provides that RSA chapter 169-B "shall be liberally interpreted" to effectuate the articulated purposes and policies. RSA 169-B:1. These purposes and policies include, inter alia: (1) encouraging the minor's "moral, mental, emotional, and physical development" by providing the minor with necessary "protection, care, treatment, counselling, supervision, and rehabilitative resources"; (2) "[c]onsistent with the protection of public interest," promoting the minor's acceptance of personal responsibility and appreciation of the consequences of the minor's delinquent actions; (3) keeping the minor, when possible, "in contact with the home community and in a family environment" and only separating the minor and parents when "clearly necessary for the minor's welfare or the interests of public safety"; and (4) providing "effective judicial procedures" and ensuring parties have a fair hearing. RSA 169-B:1, I-IV.

RSA chapter 169-B is part of a comprehensive juvenile justice system that has as its primary concern the welfare of the child. In re Trevor G., 166 N.H. 52, 54 (2014). It guarantees children their constitutional rights, and encourages the use of rehabilitative and treatment resources whenever possible. Id.; see also In re Russell C., 120 N.H. at 266. We have stated that the legislative purpose of the juvenile laws is not penal, but protective; that the child shall not be punished for breach of law or regulation, but to provide the child with an opportunity to become a worthy citizen. State v. Smagula, 117 N.H. 663, 666 (1977). The primary goal of the law is to treat and not to punish. In re Russell C., 120 N.H. at 266.

Consistent with the legislative mandate, we construe the statute liberally and interpret RSA 169-B:6, IV(b) to require a manifestation review in all instances, which effectuates the statute's purpose in several ways. See RSA 169-B:1; see also, e.g., Petition of State of N.H. (Disclosure of Juvenile Records), 172 N.H. 493, 499 (2019) (construing RSA chapter 169-B "liberally to effect its purpose of rehabilitating delinquent minors"); State v. Smith, 124 N.H. 509, 514 (1984) (considering the purposes and policies in RSA 169-B:1 as well as the mandate to liberally interpret RSA chapter 169-B). The manifestation review prioritizes resolving a disabled student's misconduct within the educational setting by engaging parents, teachers, and the school and utilizing alternative behavioral strategies, thus providing "treatment, counselling, supervision, and rehabilitative resources" to encourage the student's "wholesome" development. See RSA 169-B:1, I; see also 20 U.S.C. § 1415(k)(1)(E)-(F). If the manifestation review determines that the student's conduct was a manifestation of the student's disability, the student, absent special circumstances, is returned to his or her original educational setting, thus "keeping a minor in contact with the home community and in a family environment." See RSA 169-B:1, III; see also 20 U.S.C. § 1415(k)(1)(F)(iii).

Moreover, requiring a manifestation review in all instances under RSA 169-B:6, IV(b) achieves another principal goal of the juvenile delinquency statute: "to create procedural safeguards sufficient to protect individual rights against the vicissitudes of unlimited discretion." In re Trevor G., 166 N.H. at 54; see also RSA 169-B:1, IV; In re Russell C., 120 N.H. at 266-67 (interpreting the juvenile delinquency statute to impose a mandatory time limit that favors the juvenile based on the legislature's concern for procedural due process). Because the school unilaterally decides the duration of the student's suspension, to interpret the statute otherwise would essentially allow a school unlimited discretion to determine the amount of process that a student with a disability receives in those cases in which a delinquency petition is filed. If the school removes the student from the student's educational setting for ten days or fewer, then the student would not receive a manifestation review, but if the school removes the student for more than ten days, then the student would receive one. See 20 U.S.C. § 1415(k)(1)(B), (E). We conclude that the legislature did not intend to grant school districts that degree of discretion.

Our interpretation is further supported by the fact that, as both parties agree, the legislature enacted RSA 169-B:6, IV at a time when school districts frequently referred disabled students to the juvenile justice system for discipline rather than internally addressing the student's misconduct. Denying a student with a disability a manifestation review if he or she is removed from his or her education setting for ten days or fewer would encourage school districts to limit the duration of suspensions rather than address the problem that the legislature sought to remedy in enacting RSA 169-B:6, IV.

III. Conclusion

For the foregoing reasons, we affirm and hold that whenever a delinquency petition is to be filed pursuant to RSA 169-B:6, IV(b) and the legally liable school district has determined that the child is a child with a disability according to RSA 186-C:2, I, then a manifestation review must be performed prior to the filing of the delinquency petition. Of course, if the legislature disagrees with our construction of RSA 169-B:6, IV, it is free, within constitutional limits, to amend the statute accordingly.

Affirmed.

HICKS and BASSETT, JJ., concurred; MACDONALD, C.J., and HANTZ MARCONI, J., dissented.

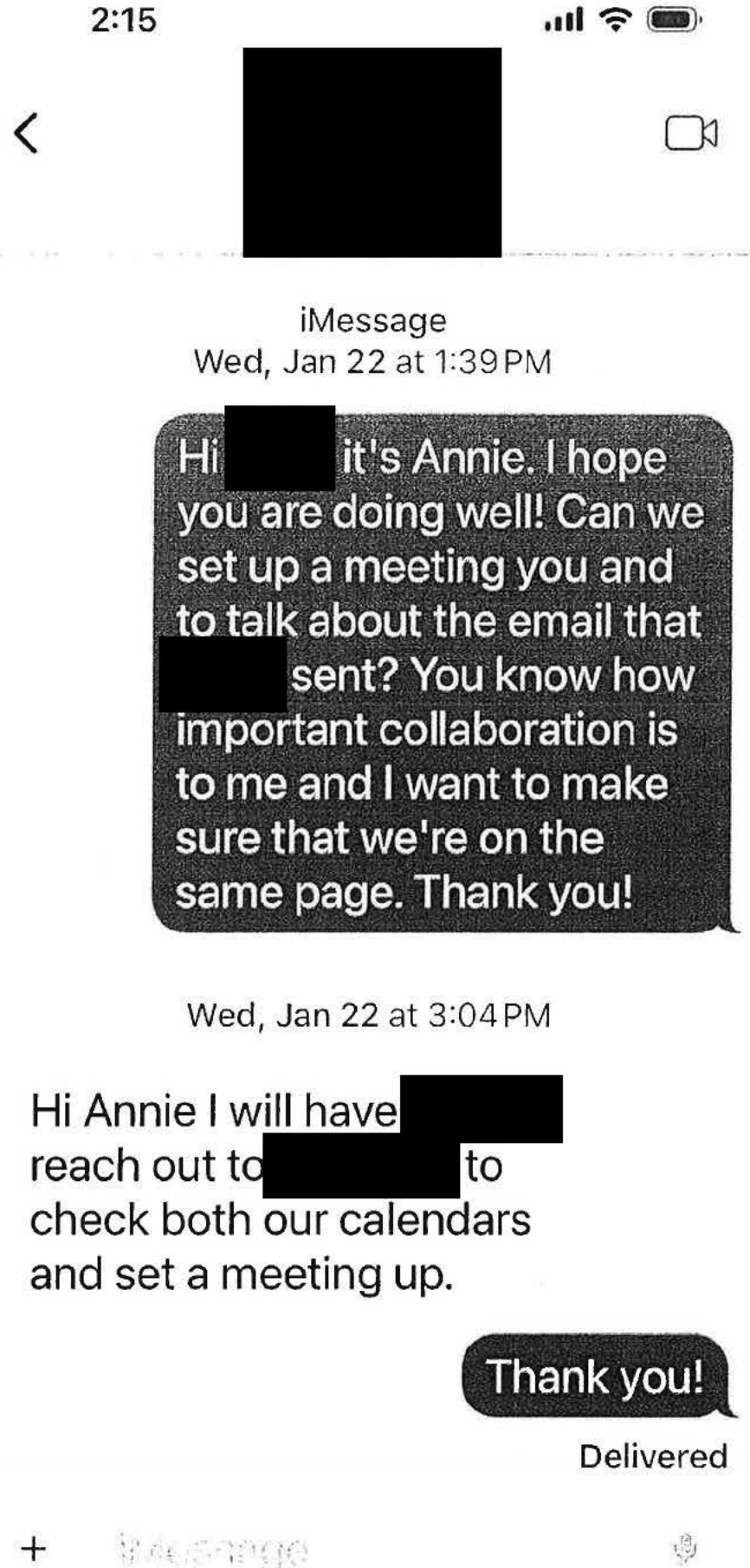
MACDONALD, C.J., and HANTZ MARCONI, J., dissenting. Because we disagree with the majority that RSA 169-B:6, IV(b) (2022) is ambiguous, we respectfully dissent.

RSA 169-B:6, IV sets forth the information that a school district is required to provide to the trial court before a juvenile's initial appearance in a case involving a delinquency petition. Under the statute, "the legally liable school district shall provide assurance that prior to its filing" of the delinquency petition, "[i]f the school district has determined that the child is a child with a disability, a manifestation review pursuant to 20 U.S.C. section 1415(k)(1)(E) occurred." RSA 169-B:6, IV(b) (emphasis added). The ordinary meaning of "pursuant to" is "[f]ollowing upon, consequent and in conformance to; in accordance with." Oxford English Dictionary, https://www.oed.com/view/Entry/155073?redirectedFrom=pursuant#eid (last visited Nov. 18, 2022).

In accordance with section 1415(k)(1)(E) of the federal law, "[e]xcept as provided in subparagraph (B)," a manifestation review is required to take place "within 10 school days of any decision to change the placement of a child with a disability because of a violation of a code of student conduct." 20 U.S.C. § 1415(k)(1)(E). Subparagraph (B) creates an exception to the manifestation review requirement when a school has removed "a child with a disability who violates a code of student conduct from their current placement to an appropriate interim alternative educational setting, another setting, or suspension, for not more than 10 school days." 20 U.S.C. § 1415(k)(1)(B). Accordingly, under RSA 169-B:6, IV(b), "a manifestation review pursuant to 20 U.S.C. section 1415(k)(1)(E)" need not occur if a child with a disability is suspended for "not more than 10 school days." RSA 169-B:6, IV(b); 20 U.S.C. § 1415(k)(1)(B), (E).

The majority's determination that "the phrase 'a manifestation review pursuant to 20 U.S.C. section 1415(k)(1)(E)'" in RSA 169-B:6, IV(b) "incorporates only the procedural requirements set forth in 20 U.S.C. § 1415(k)(1)(E) regarding what constitutes a manifestation review and not the exemption provision" misapplies our rules of statutory construction. Under such rules, we "give effect to every word of a statute whenever possible . . . and will not consider what the legislature might have said or add language that the legislature did not see fit to include." In re J.P., 173 N.H. 453, 460 (2020) (citations omitted). In RSA 169-B:6, IV(b), the legislature plainly directed without limitation that a manifestation review occur in accordance with federal law. Nonetheless, the majority reads out of the federal statute the phrase "[e]xcept as provided in subparagraph (B)." Although the legislature could have said that only the procedural requirements set forth in the federal statute apply, it did not do so. As the majority suggests, there may be worthy policy rationales for so limiting the application of section 1415(k)(1)(E). But, we are constrained to apply the words the legislature actually used.

Given that the language of RSA 169-B:6, IV(b) unambiguously expresses the legislature's directive to incorporate the federal exemption to the manifestation review requirement and that the respondent in this case was suspended for not more than ten school days, we would reverse the trial court's order granting the respondent's motion to dismiss. Accordingly, we respectfully dissent.


2:15
[redacted]
iMessage
Wed, Jan 22 at 1:39 PM
Hi [redacted] it's Annie. I hope you are doing well! Can we set up a meeting you and to talk about the email that [redacted] sent? You know how important collaboration is to me and I want to make sure that we're on the same page. Thank you!
Wed, Jan 22 at 3:04 PM
Hi Annie I will have [redacted] reach out to [redacted] to check both our calendars and set a meeting up.
Thank you!
Delivered

Found in Rochester Sent Mail...

Annie Azarloza 10/24/24

[redacted]

[redacted]

Grants

Hi [redacted]

Can you please share with us the updated budget worksheets of all our grants with detailed information on how the money is being utilized this year (essentially what it's been earmarked for). Thanks.

Annie

11:02

Found in Rochester Sent Mail...

Annie Azarloza 11/25/24

[redacted]

[redacted]

Re: PD Request

Anything grant related has to come to Cabinet because in the past [redacted] was the sole decision-maker without taking other priorities into account. Moving forward in FY26, Cabinet will earmark grant funds in advance of the new school year so we won't have to make adjustments or amendments to grants unless absolutely necessary.

> On Mon, Nov 25, 2024 at 11:48 AM [redacted]

2

11:02

Found in Rochester Sent Mail...

AA **Annie Azarloza** 11/25/24

[redacted]

[redacted]

Grants meeting next week

Hello!

I'll be working on grants this week to determine what every penny has been earmarked for and what needs to be amended. What will be helpful during our time together next week [redacted] is to learn what has already been paid from each of our grants (Title I, Title II, Title III, Title IV, IDEA, and BCA CSI grant) for 2023-2024 and 2024-2025 (we have plenty of carry over funds to expend!). If you could please ask [redacted] to come

you could please ask [redacted] to come prepared with that information that will be helpful to me as I manage grants until we hire someone. It appears [redacted] has a good handle on Perkins, Creteau and Robotics, so we will leave those as they are. The great thing is that this is all coming back to me as I refamiliarize myself with federal grants management. We'll be just fine. :)

--

Annie Azarloza
Superintendent of Schools
Rochester School District
150 Wakefield Street, Second Floor
Rochester, New Hampshire 03867
azarloza.a@sau54.org

11:03

3

Found in Rochester Sent Mail...

AA **Annie Azarloza** 11/26/24

[redacted]

[redacted] Normally we wouldn't do this for these types of requests, but because there was no process by which grants funds were used or requested, we'll use this form for now. I'll have a much better idea of where we are with grant expenditures by next week. Thanks.

Annie

11:05



Invitation: Grants @ Thu Jan 2, 2025 12pm - 2pm (EST) [redacted]

[redacted]

Hi Team,

Not sure who is in on this day (I'm still trying to figure out the new cabinet time off calendar!). We need to revisit our grant conversation because this greatly affects our FY26 budget. Let me explain. We must expend our 2023-2024 funds by 9/30, but I intend to carryover as much of our 2024-2025 title grant money to inflate our FY26 budget so that we can do many of the things that we want to do next year to move the needle. [redacted] will estimate our Title grant allocation for FY26 (we won't receive the actual allocations until July), but then we can also roll in the carryover funds we intend to utilize in FY26. Mo' money! [redacted] please invite whoever you need from your department to this meeting.

Annie

When

Thursday Jan 2, 2025 · 12pm – 2pm (Eastern Time - New York)

Guests



receive the actual allocations until July), but then we can also roll in the carryover funds we intend to utilize in FY26. Mo' money! [redacted] please invite whoever you need from your department to this meeting.

Annie

When

Thursday Jan 2, 2025 · 12pm – 2pm (Eastern Time - New York)

Guests

[redacted]

View all guest info

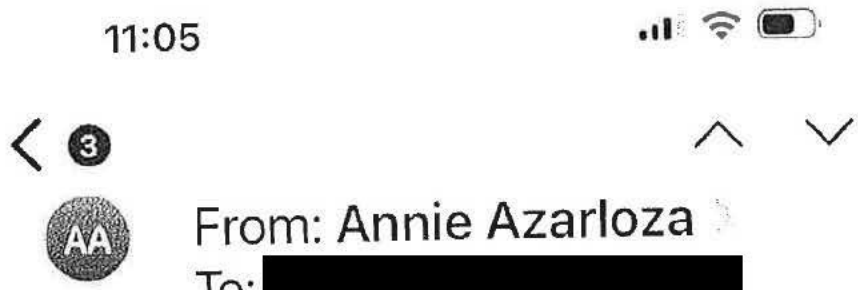
[redacted]

Invitation from Google Calendar

You are receiving this email because you are subscribed to calendar notifications. To stop receiving these emails, go to Calendar settings, select this calendar, and change "Other notifications".

Forwarding this invitation could allow any recipient to send a response to the organizer, be added to the guest list, invite others regardless of their own invitation status, or modify your

11:05



From: Annie Azarloza
To: [redacted]
Cc: [redacted]
Reply To: Annie Azarloza
December 31, 2024 at 2:4...

[redacted]

Document shared with you: "Grants"

Annie Azarloza
shared a document



Annie Azarloza (azarloza-.a@sau54.org) has invited you to **edit** the following document:

Hi Team,

Happy New Year's Eve,

[redacted]





This is for our meeting on Thursday. If you recall, each of us had action items to take care of [redacted] if they are attending our meeting, please feel free to remind them of their action items. On Thursday, we will focus only on 2023-2024 grants because we will carryover all other grant monies we do not expend. We still have to meet regarding 2024-2025 grants, but that can wait until next week. Budget budget budget! See you Thursday!

Happy new year, everyone!

Annie

Grants

Open



9

11:06

3

AA **Annie Azarloza** 12/31/24 [redacted]

[redacted]

Title II Amendment

Hi [redacted]

I hope this finds you doing well. Happy New Year!

You may know that our [redacted] resigned back in October, and I need to make an amendment to our Title II grant. It does not appear as though I have rights to make an amendment. What do you need from us to provide me access to request an amendment? Thank you in advance!

--

10

11:06

3

Found in Rochester Sent Mail...

AA **Annie Azarloza** 12/31/24

[redacted]

[redacted]

Title III Amendment

Hi [redacted]

I hope this finds you doing well. Happy New Year!

You may know that our [redacted] resigned back in October, and I need to make an amendment to our Title III grant. It does not appear as though I have rights to make an amendment. What do you need from us to provide me access to request an amendment? Thank you in advance!

11:07

Found in Rochester Sent Mail...

Annie Azarloza 1/2/25

[redacted]

Fwd: Title III Amendment

Hi [redacted]

See email below. Can you please provide me full rights to all of our grants because I am serving [redacted] capacity until our [redacted] grants manager starts. I have to make several amendments to our grants and I am unable to do so. Thank you in advance!

Annie

Begin forwarded message:

[redacted]

Hi Annie,

Happy to help! I checked in GMS, and it looks like both your 23-24 and 24-25 Title III grants are in returned status, so you should be able to edit them. I am guessing you just do not have sufficient permissions within the system to do so. These permissions can be granted by your local LEA Coordinator, who for Rochester is Melissa St. Pierre. I have included

11:08

2

Found in Rochester Sent Mail...

AA **Annie Azarloza** 1/3/25

[redacted]

[redacted]

Re: Title III Amendment

Hi [redacted]

Thanks for your help. I am the only one in the district knowledgeable on grant amendments, so that is why I would need the rights to amend. I hope we can get this straightened out next week. I appreciate the help! Have a great weekend!

Annie

On Fri, Jan 3, 2025 at 3:20 PM [redacted]

11:08

Found in Rochester Sent Mail...

Annie Azarloza 1/7/25
To: [redacted]

Re: FW: MHD-6001 I cannot give grant access to our superintendent, Anna Azarloza

Hi [redacted]

I do click on Grants and still have no writes to amend grants.

Annie

> On Tue, Jan 7, 2025 at 10:01 AM [redacted]
>
> I'm troubleshooting your account with the NHED. Please see below

11:09

Found in Rochester Sent Mail...

AA Annie Azarloza 1/10/25 [redacted]

[redacted]

Re: MHD-6014 Please see request MHD-6001 I cannot give grant access to our superintendent, Anna Azarloza

Good morning,

I am in the grants portal; I am in the correct year; I can see all of the activities in the grant. I am unable to edit it in order to submit a grant amendment.

Annie

On Jan 10, 2025, at 8:02 AM

15

11:10

Found in Rochester Sent Mail...

AA **Annie Azarloza** 1/13/25

[redacted]

[redacted]

Grant Amendments

Good morning!

The NHDOE is having difficulty providing me rights to amend grants. Do you have the capability to do so?

--

Annie Azarloza
Superintendent of Schools
Rochester School District
150 Wakefield Street, Second Floor
Rochester, New Hampshire 03867
azarloza.a@sau54.org

Re: Kickoff Confirmation & Monitoring Lead Info - ESEA Programmatic Monitoring - Rochester

Hi [redacted]

Thanks for your email. We have not had a grant manager for three months. Our new grants manager officially started today. Is there anyway that we can push back this timeline to get her up to speed and ready for the monitoring?
Members of cabinet are new and unfortunately, there was no prior succession planning in place—we have had to build systems from scratch. I started in my role as superintendent last July. I hope the state can provide us with some

state can provide us with some flexibility given the extensive turnover we've experienced in district leadership in Rochester. Thank you in advance!

Annie

On Jan 13, 2025, at 1:02 PM, DOE: ESEA Programs [redacted]

Hi [redacted]

I reached out to [redacted] regarding Rochester's monitoring, but [redacted] out of office reply states [redacted] is no longer with the district and directed me to contact you.

As noted back in September, Rochester School District was selected for ESEA Consolidated Programmatic Monitoring for FY23. **The monitoring is scheduled for Thursday, March 6, via desktop**. Since [redacted] s no longer with the district, I have attached a copy of the ESEA Consolidated Programmatic Monitoring Toolkit along with a customized copy of the Monitoring Checklist, based on the Title programs in which

11:12



Annie Azarloza 2/5/25

[redacted]

Reply To: Annie Azarloza >

Document shared with you: "Grants"

[redacted]

Annie Azarloza shared a document



Annie Azarloza (azarloza-.a@sau54.org) has invited you to **edit** the following document:

When you return, please update this with your action items so I can begin making amendments, if needed.
thanks.

Grants

11:13



AA

Annie Azarloza 2/5/25

To: [redacted]

Rep[redacted]

Invitation: Grants Meeting [redacted] @ Mon Feb 10, 2025 9:30am - 10:30am (EST) [redacted]

[redacted]

When

Monday Feb 10, 2025 · 9:30am – 10:30am
(Eastern Time - New York)

Guests

[redacted]

View all guest info

[redacted]



20

11:13

Found in Rochester Sent Mail...

Annie Azarloza [redacted] 2/6/25

[redacted]

grants

Do we need the remaining funds for these activities? It's unclear in your notes.

1. Partnership with Rochester Public Library - What is our metric to learn if we are meeting our intended outcome? [redacted] is he ordering the rest?) As of 12/9 A PO for 341.53 was used for 2 of the books recently but that may not be reflected in grant budget yet. Should have 983.19 remaining (I bought the first book with BCA budget because the grant wasn't set up yet to encumber this)

Bills have not been received for those three months below. Please follow up. **2. Mental Health Clinician Services - How are we progress monitoring the impact of this? [redacted] to encumber the full amount and make sure it will be used fully? By now we should have received bills for Oct, Nov, and Dec.**

It does not appear that $17k has

It does not appear that $17k has been earmarked for summer PD because we now have under $13k left here. Please follow up.

3. Instructional Coach Services and Professional Learning - Who is providing this service? How are we measuring progress? Have we used these stipends yet, or do you still intend to?[redacted] Approximately $17000 should be earmarked for summer PD.

Why was FEV tutoring dissolved? How much was earmarked for FEV tutoring?

1. Rochester Middle School (RMS) Academic Support Programs - Will this be expended by the end of the year? How are we measuring impact?[redacted]FEV tutoring has dissolved. The rest is on schedule.

Annie Azarloza
Superintendent of Schools
Rochester School District

New Hampshire | LIVE FREE AND LEARN
Department of Education

New Hampshire Department of Education Elementary and Secondary Education Act Federal Programmatic Consolidated Monitoring Plan Toolkit

Bureau of Instructional Support
Office of ESEA Programs
25 Hall Street
Concord, NH 03301

23

Toolkit Table of Contents

Purpose 3

Monitoring Overview 3

Subrecipient Risk Analysis Tool (RAT) Factors 4

Monitoring Goals 4

Monitoring Process 5

Desktop Monitoring 5

Instructions for Document Submission 6

Closure of the Monitoring Process 7

Corrective Action Plans (CAPs) 7

ESEA Federal Consolidated Monitoring Timeframe Overview 8

ESEA Programmatic Monitoring Contact List 9

FTP Server Access and Upload Instructions 10

24

Purpose

The purpose of this document is to provide all subrecipients with information regarding the New Hampshire Department of Education (NHED), Office of Elementary and Secondary Education Act (ESEA) Programs Federal programmatic consolidated monitoring process for applicable Federal grant programs.

Monitoring Overview

NHED, as the State Educational Agency (SEA), must comply with applicable laws and regulations regarding all Federal awards. Likewise, all local educational agency (LEA) subrecipients receiving Federal awards must participate in a monitoring review process as an accountability component of the 1965 ESEA, as reauthorized in 2015 by the Every Student Succeeds Act (ESSA) [ESSA § 9204 (2015)]. A consolidated Federal grant monitoring program enables NHED to work collaboratively with LEAs by providing them with quality technical assistance for programmatic planning and implementation of all services, while allowing the LEAs to spend more time focused on the students, parents, teachers, and other school leaders. NHED staff in the Office of ESEA Programs provides technical assistance regarding laws, regulations, and guidance throughout the monitoring process. This assistance serves the purpose of supporting the LEAs in reaching and/or maintaining programmatic compliance. Fiscal compliance monitoring is addressed by the Bureau of Federal Compliance (BFC) at NHED.

A subrecipient is responsible for the day-to-day management of grant and subgrant supported activities to assure compliance. It is the LEA's responsibility to ensure that Federal funds are spent according to all Federal requirements. Additionally, all LEAs must grant access to documents related to the administration of the Federal grant and related activities for the SEA to review [2 CFR § 200.337].

NHED has established a comprehensive programmatic consolidated monitoring plan for subrecipients of Federal funds. The LEA subrecipients must submit for consideration and substantial approval a budget broken out by grant in the Grants Management System (GMS) before funds are reimbursed. NHED staff reviews the activities and associated budget submitted by the LEA to determine if funds are budgeted appropriately and the activity meets the requirements of the award (allowable, reasonable, necessary). Approved assurances (programmatic and general), equitable services affirmation (if applicable), and grant applications, properly certified by the LEA superintendent/board under the provisions of ESEA and ESSA, constitute an agreement between NHED and the LEA.

The Office of ESEA Programs consolidated programmatic monitoring review plan includes the following Federal grant programs:

- Title I, Part A, Improving the Academic Achievement of the Disadvantaged,
- Title I, Part D, Prevention and Intervention Programs for Children and Youth who are Neglected, Delinquent, or At-Risk,
- Title II, Part A, Preparing, Training, and Recruiting High-Quality Teachers, Principals, and Other School Leaders,
- Title III, Part A, Language Instruction for English Learners and Immigrant Students,
- Title IV, Part A, Student Support and Academic Enrichment,
- Title IV, Part B, Nita M. Lowey 21st Century Community Learning Centers (21st CCLC),
- Title V, Part B, Subpart 2, Rural and Low-Income School Program (RLIS), and
- Title IX, Part A, Education for the Homeless and Other Laws (McKinney Vento).

Subrecipient Risk Analysis Tool (RAT) Factors

Title II of the Code of Federal Regulations, Part § 200.332 states that a pass-through entity must "evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring …" Although the regulation does not dictate how the risk evaluation must be completed, it states that the risk evaluation may include consideration of such factors as the subrecipient's prior experience with the same or similar subawards, the results of previous audits, whether the district has new personnel or systems, and the results of Federal audits.

To comply with this requirement, NHED conducts a risk assessment of districts and charter schools receiving ESEA funds on a fiscal year basis. LEAs are categorized as either high-risk, moderate-risk, or low-risk. Based on the outcome of the risk assessment, at a minimum, high-risk LEAs are monitored. NHED strives to monitor all LEAs at least once every four years. The results of the risk assessment as well as the methodology can be found on the NHED website here: ESEA Consolidated Monitoring Program | Department of Education (nh.gov).

The risk assessment process emphasizes accountability and transparency for using resources wisely and focuses on the results of LEA implementation of applicable laws and regulations. However, variables and their associated weights will fluctuate on a fiscal year basis depending on relevance, available data, and prior year findings. The weight and selection of variables is described further in the 'Risk Assessment Methodology' report.

Variables considered in the consolidated programmatic monitoring risk assessment include, but are not limited to:

- LEAs with greater percentages of awarded funds,
- LEAs required to ensure equitable services are delivered,
- LEAs that transferred funds between eligible Title programs,
- LEAs with English for Speakers of Other Languages (ESOL) teachers that are not certified nor on a pathway to certification,
- LEAs that did not meet Maintenance of Effort (MOE) in at least one category,
- LEAs that collected income through Title IV, Part B programs,
- LEAs that were monitored in the last three years,
- LEAs that had findings in the previous monitoring cycle,
- LEAs that are not utilizing funds in a timely manner, and
- LEAs that had turnover in key positions the prior year.

Monitoring Goals

To meet the Federal monitoring requirements, NHED has developed and implemented a consolidated monitoring indicator checklist that is utilized each fiscal year to monitor LEA subrecipients [2 CFR § 200.329].

Listed below are the major goals included in the consolidated monitoring process:

- To provide oversight and monitoring of Federal grants,
- To ensure compliance with program requirements and uniform guidance,
- To ensure subrecipients are meeting the purpose of the grant,
- To identify and track programmatic compliance,
- To identify technical assistance needs,
- To ensure timely expenditure of grant funding,
- To prevent fraud, waste and abuse, and
- To inform best-practices.

Monitoring Process

NHED's consolidated monitoring process for this monitoring cycle will be conducted via desktop monitoring. The NHED ESEA monitoring administrator shall schedule a kick-off meeting with each LEA to be monitored. The NHED ESEA review team shall collect monitoring documentation during the review process to determine compliance with monitoring indicators. Throughout the review process, NHED staff will continuously communicate with LEA staff if further action needs to be taken to reach compliance. As a method of correcting programmatic findings, NHED will issue a monitoring report outlining findings and LEAs will be required to submit a Corrective Action Plan (CAP) to address and implement action steps to rectify those compliance findings.

As the consolidated monitoring plan is implemented, deadlines established below are subject to change with the possibility of becoming stricter each fiscal year.

Desktop Monitoring

LEAs selected for monitoring will receive the following documents via email:

- Initial Monitoring Selection Notification Letter
- ESEA Federal Consolidated Monitoring Plan Toolkit
- ESEA Checklist for Federal Programmatic Consolidated Monitoring, customized for the LEA

These documents can be found on the NHED website here: ESEA Consolidated Monitoring Program | Department of Education (nh.gov).

Each LEA selected for monitoring will select a date for their desktop monitoring from the calendar link included in the Initial Monitoring Selection Notification Letter. The NHED monitoring administrator will confirm the selected date and provide the LEA with available dates for the monitoring kickoff meeting. The LEA will select one monitoring lead to act as the primary person for providing technical assistance concerning the monitoring process. The LEA, including the monitoring lead, will meet with the NHED monitoring administrator for the kickoff meeting.

In preparing for the desktop review, the LEA is required to collect, organize, and submit all documentation according to the established timeline and monitoring indicator checklist. Instructions on how to utilize the State of New Hampshire shared file system and upload documentation appropriately are included in this toolkit and will be shared via email. The LEA is expected to have all documents uploaded to the State shared drive **prior to the day of monitoring** according to the monitoring indicator checklist. Additional guidance and technical assistance will be provided to the LEA during the kickoff meeting.

On the day(s) of the review, the LEA's monitoring lead must to be available and accessible from 9 am to 3 pm to assist NHED. The NHED ESEA review team will review all documents for programmatic compliance purposes. Desktop monitoring reviews include an examination of specific programmatic and occasional fiscal evidence. If the NHED ESEA team deems necessary, a second day will be allotted for the NHED ESEA review team to finalize their review of all documents for programmatic compliance purposes. NHED will provide the LEA with a summary report of any outstanding items, further clarification needed, or no action required. A second day will only be used on an as-needed basis.

Local Educational Agency Deliverables

Instructions for Document Submission

1. The LEA will gather information and supporting documentation for each indicator on the ESEA Consolidated Monitoring Checklist, customized for the LEA.

2. While collecting information and supporting documentation for each indicator, the LEA should provide any comments and make any notes in the blank cell under the corresponding indicator, as shown below. These comments and notes can provide helpful clarifying information to ensure the reviewer has a comprehensive understanding of the evidence provided.

Indicator	Indicator Citation	Supporting Documents and Resources
PPR 1	The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. *2 C.F.R. §200.318(c)*	**a. Submit to NHED:** The LEA's written conflict of interest policy (also address the written disclosure of potential conflict of interest). Note: The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy. *2 C.F.R. §200.112*
		b. Submit to NHED: All violations (for the past two years) of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award (if applicable). Failure to make required disclosures can result in any of the remedies described in 2 C.F.R. § 200.339 Remedies for noncompliance, including suspension or debarment. *2 C.F.R. §200.113*
	LEA COMMENTS/NOTES	Please enter helpful comments and notes here!

3. When saving documents, **name each file according to its indicator and subsection** in the ESEA Consolidated Monitoring Checklist (refer to left column, taking into consideration the subsection), for example –
   - PPR 1 a Time and Effort Procedures
   - PPR 1 b Sample Time and Effort Records
   - PPR 2 a Record Retention Procedures

   Each indicator will have its own folder for file upload. Documents for each subsection will need to be labeled accordingly (reference above) to ensure efficiencies in the review process.

4. Utilizing the State of New Hampshire shared file system (login and upload information sent separately), the LEA monitoring lead will upload all required supporting documents referenced in the checklist. Placing documents in the appropriate folder is of the utmost importance to ensure all documents are reviewed and cross-referenced under the appropriate indicator. If the document is needed under multiple indicators, please ensure it is placed in each folder.

5. If there are indicators for which documentation will not be submitted, the LEA must provide a list of the indicators along with a brief statement explaining why each indicator is not applicable. The list of indicators and the statement must be on the LEA letterhead and signed by the Superintendent. The list must be uploaded in the shared system to the file folder labeled "Indicator Exceptions."

28

6. Please be sure to upload the ESEA Consolidated Monitoring Checklist with the LEA's comments and notes to the folder labeled "Checklist."

7. If an NHED ESEA reviewer finds the documentation provided to be insufficient, they will reach out to the monitoring lead to collect additional information.

8. A summary report will be provided at the end of the monitoring review. The report will specify for each indicator whether NHED needs any further clarification or if any additional documentation is required. At that time, the LEA will have two business days to furnish the requested clarification and documentation. NHED will take any additional items and information submitted within the two business days into consideration when generating the draft report. If no further documentation or information is provided, the draft report will be generated as-is.

Closure of the Monitoring Process

For any outstanding items noted in the summary report, the LEA will have two business days to furnish documents to NHED. If any of the outstanding documents are not provided by the LEA, NHED will proceed with the draft report as-is. NHED will provide the LEA with a draft report within three weeks of the monitoring visit. The LEA will have one week to comment on the draft report. If no comments are received within one week, the final report will be issued. If comments are received, NHED will take them under advisement and reissue the draft within two business days. If no further comments are noted, NHED will issue the final report. Final reports will be sent to the primary LEA Official Contact for the monitoring visit, Business Administrator, Grant Manager (if applicable), and Superintendent.

If applicable, the LEA will have 30 days from receipt of the final report to provide an initial Corrective Action Plan (CAP) for each required action. An intermediate CAP must be submitted no less than 90 days from the completion deadline. All CAPs must be fully implemented and required actions completed within six months of the final report date, unless otherwise requested by the LEA and approved by NHED.

If an LEA fails to respond to monitoring requests or to furnish documentation, NHED will seek remedies for noncompliance per 2 CFR §200.339.

Corrective Action Plans (CAPs)

For each finding noted by NHED, the LEA will have a corresponding required action the LEA must complete to come into compliance. To ensure the LEA has a full understanding of the conditions of the required action, and to ensure the LEA completes the required action in a timely manner and with fidelity, the LEA must complete a CAP form detailing their plan for completing the required action and coming into compliance. A copy of the CAP form, along with guidance on how to complete a CAP can be found on the NHED website here: ESEA Consolidated Monitoring Program | Department of Education (nh.gov).

ESEA Federal Consolidated Monitoring Timeframe Overview

Risk Assessment

Conducted on districts and charter schools receiving ESEA funds on a fiscal year basis at the beginning of each new school year.

High-Risk | Moderate-Risk | Low-Risk

Programmatic Monitoring

LEA monitoring of ESEA Title programs will be conducted at minimum for all districts and charter schools identified as high-risk during the winter.

The LEA is required to have previously uploaded all programmatic documentation to the State shared drive.

NHED team will review all documents for programmatic compliance purposes. NHED will provide the LEA with a summary report.

Day 1

If needed, NHED team will be allotted a second day to finalize their review and provide the LEA with a summary report.

Day 2

Closure of the Monitoring Process

1. The LEA will have two business days to furnish outstanding documents to NHED.
2. NHED will provide the LEA with a draft report within three weeks of the monitoring visit.
3. The LEA will have one week to comment on the draft report.
4. If comments are received, NHED will take them under advisement and reissue the draft within two business days. NHED will issue a final report.
5. If applicable, the LEA will have 30 days to provide an initial Corrective Action Plan (CAP). An intermediate CAP must be submitted no less than 90 days from the completion deadline. All CAPs must be fully implemented and required actions completed within six months of the final report date, unless otherwise requested by the LEA and approved by NHED.

ESEA Programmatic Monitoring Contact List

For general inquiries regarding process, procedure, timeline and/or scheduling, please contact:

Ryanne Dennis, Administrator I
603-731-6314
ESEA@doe.nh.gov

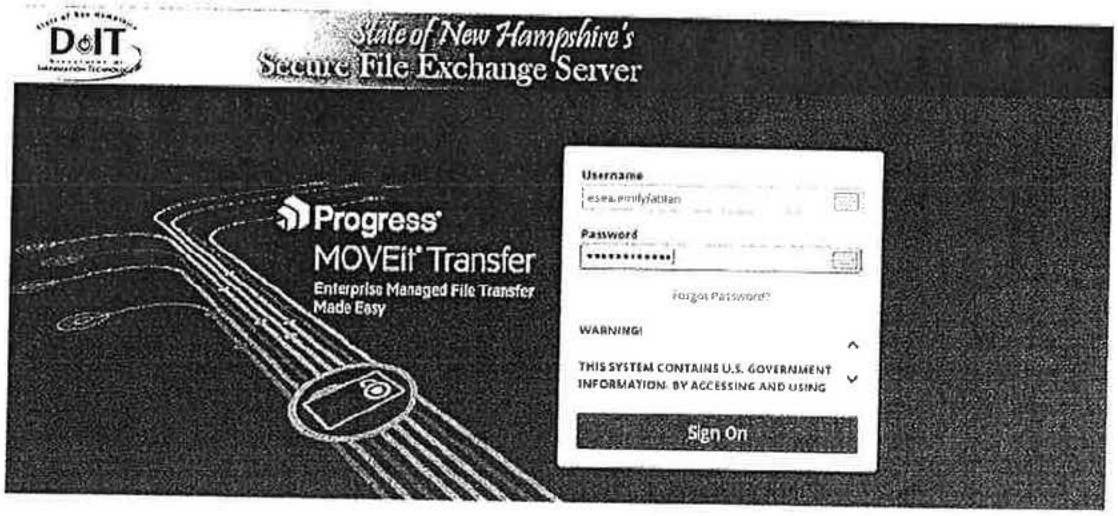
Specific requirement and/or programmatic questions, please refer to the below contact list:

1. Transparent Accountability	Ryanne Dennis
2. Equitable Services (ES) to Non-Public Schools	
3. Transferability	
4. Specific ESEA Title Program Indicators	
Title I, Part A	Melinda Pfaff 603-271-3610 Melinda.M.Pfaff@doe.nh.gov
	Christina Dotson 603-271-3840 Christina.L.Dotson@doe.nh.gov
Title I, Part D	Melinda Pfaff 603-271-3610 Melinda.M.Pfaff@doe.nh.gov
Title II, Part A	Joey Nichol 603-491-0719 Kathryn.J.Nichol@doe.nh.gov
	Corbett Coutts 603-271-7382 Corbett.Coutts@doe.nh.gov
Title III, Part A	Janna Jobel 603-568-8813 Janna.M.Jobel@doe.nh.gov
Title IV, Part A	Stan Freeda 603-271-5132 Stanley.J.Freeda@doe.nh.gov
Title IV, Part B	Whitney McVeigh 603-520-6263 Whitney.R.McVeigh@doe.nh.gov
Title V, Part B	Kristine Braman 603-271-6055 Kristine.M.Braman@doe.nh.gov
Title IX, Part A	Christina Dotson 603-271-3840 Christina.L.Dotson@doe.nh.gov

FTP Server Access and Upload Instructions

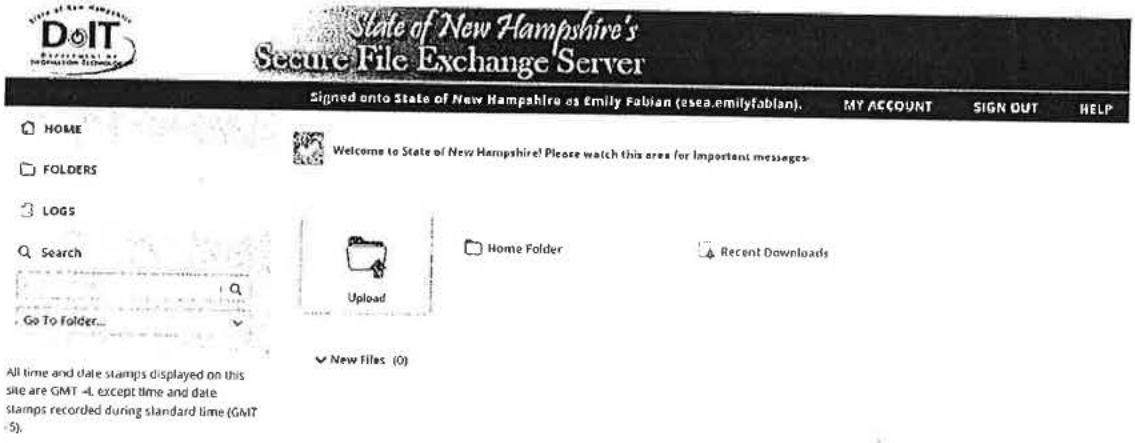
FTP Server Access

1. LEAs that select desktop monitoring will receive a username and temporary password to the State of NH Secure File Exchange Server (FTP Server).
2. Use this link to log in and update your password: State of New Hampshire (nh.gov)

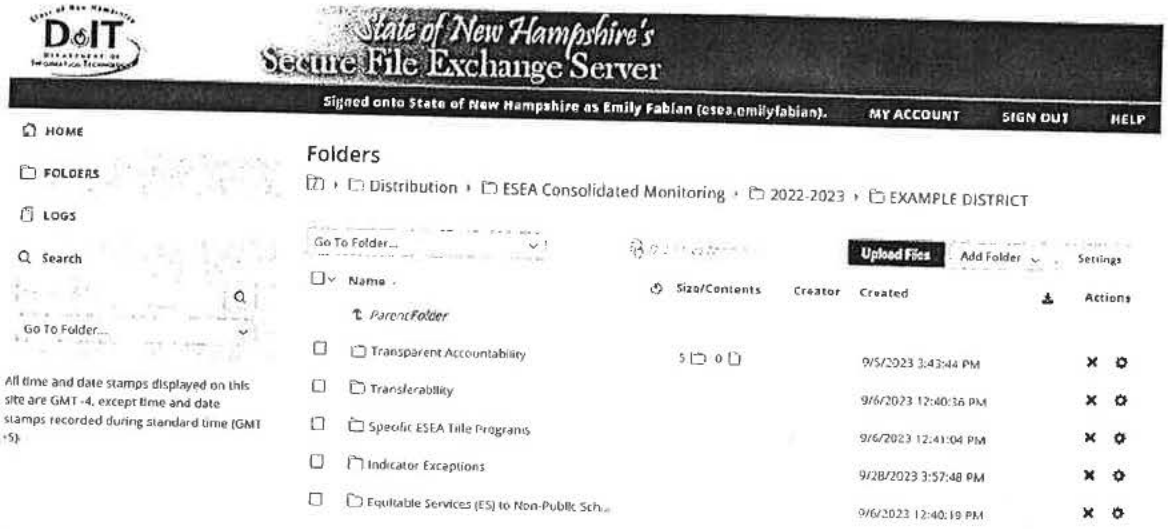


Upload Instructions

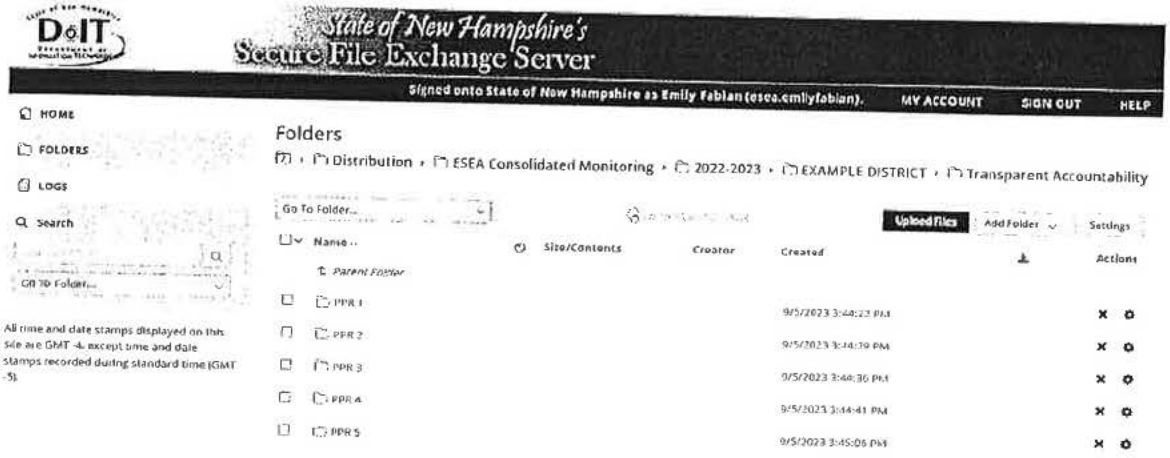
1. Once logged into the FTP Server, you will need to choose the 'Go To Folder…' and choose your file path 'Distribution/ESEA Consolidated Monitoring/2023-2024/EXAMPLE DISTRICT' –



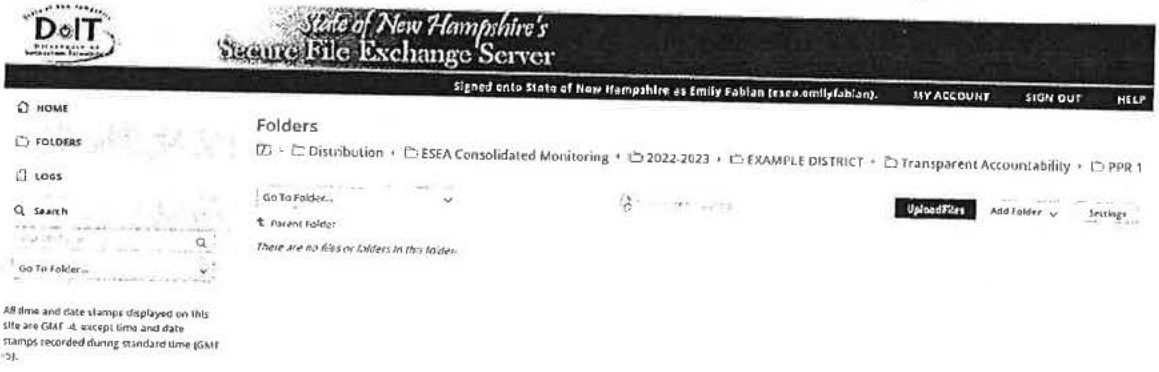
2. Within your district's file path, you will see all of the required components of the ESEA Monitoring Program's Checklist –



3. Within each component is a subfolder for each indicator applicable to the specific component –



4. Select the indicator you desire to upload supporting documents or resources to; you are given the option within the subfolder to either drag and drop your files or manually upload. **Be sure to label files as described within the 'ESEA Federal Programs Consolidated Monitoring Toolkit'** –



5. Repeat #2-#4 until all your indicators have the required supporting documents and resources.

E

GCI

PROFESSIONAL STAFF ASSIGNMENTS AND TRANSFERS

The assignment and/or transfer of all instructional personnel will be carried out by the Superintendent of Schools in keeping with the training and experience of the personnel in accordance with the current Master Agreement.

The responsibilities and duties of all instructional personnel will be established by the Superintendent of Schools in conjunction with the principal. Any such duty and responsibility can be reviewed by the School Board at the request of the person involved and the ruling of the School Board will be final.

Adopted: April 8, 1993
Amended: June 11, 2009

BCA

SCHOOL BOARD MEMBER ETHICS

In order to fulfill its duty under state law to provide education to pupils within the District, the Board adopts the following expectations for each of its members.

As a member of my local Board of Education, I will strive to improve public education, and to that end I will strive to adhere to the following expectations:

- Attend all regular scheduled Board meetings insofar as possible, and become informed concerning the issues to be considered at those meetings;

- Respect the confidentiality of information that is privileged under applicable law or is received in confidence or non-public session;

- Understand that the Board, as governing body, does not manage the District, but rather sets the broad goals and standards for the District by way of policies adopted by a quorum of the Board at proper meetings under the Right-to-Know law;

- Recognize that individual Board members are without authority to act relative to School District business, and that I may not individually commit the Board to any action except as specifically designated to do so by Board action;

- Make decisions and take votes based upon the available facts, the full deliberation of the Board, and my independent judgment, and refuse to surrender or subordinate that judgement to any individual or special interest group;

- Recognize that as a general principle the District and its students benefit when Board decisions, which have been made following consideration of all sides and vote of a quorum, receive the subsequent support of the whole Board, whenever practicable.

- Take no private action that will compromise the Board or administration, and respect the confidentiality of information that is privileged under applicable law or is received in confidence or non-public session;

- Work with other Board members to establish effective Board policies and to delegate authority for the administration of the schools to the Superintendent of Schools;

- Encourage the free expression of opinion by all Board members, and seek systematic communication channels between the Board and students, staff, and all members of the community;

- Avoid being placed in a position of conflict of interest, and refrain from using my Board position for personal or partisan gain;

- Communicate to the Superintendent and to the Board (only as consistent with the Right-to-Know law) expressions of public reaction to Board programs, policies and other Board actions;

- Refer individual parents or community member's concerns to an Administrator or the Superintendent;

- Present personal criticisms concerning District operations, staff, etc. to the Superintendent, not to District staff, the public, or unnecessarily at a Board meeting;

- Inform myself about current educational issues by individual study and through participation in programs providing needed information, such as those sponsored by my state and national school boards associations;

- Support the employment of those people's best qualified to serve as school staff, and insist on a regular and impartial evaluation of all staff;

- Remember always that my first and greatest concern must be the educational welfare of the students attending the public schools.

Legal References:

189:1-a "Duty to Provide Education"; and RSA 189:1 "Days of School"

Adopted: April 8, 1993
Amended: June 12, 2008; April 17, 2017; November 12, 2020

JIC

STUDENT CONDUCT

A. General Policy

The School Board is committed to promoting a safe, healthy, orderly and supportive school and learning environment. To achieve that for all, it is important for students to conduct themselves in a manner fitting to their age level and maturity, and with respect and consideration other students, District personnel and other members of the community. Students are expected and required to maintain appropriate behavior that allows teachers and staff to perform their professional duties effectively and without disruption while on School District property or on property within the jurisdiction of the School District (including vehicles); and/or while attending or engaged in school activities.

All student behavior must be based on respect and consideration for the rights of others. Expectations for student conduct and standards of behavior shall be communicated through written Board policies, as well as District and/or school rules. Students shall have the right to receive at the opening of school each year, a publication listing the rules and regulations to which they are subject. Student conduct that causes material or substantial disruption to the school environment, interferes with the rights of others, presents a threat to the health and safety of students, employees, or visitors, and/or violates the District, school and/or classroom rules, is prohibited. Response to violations shall be designed to correct student misconduct and promote behavior within acceptable norms. District personnel who interact with students will utilize progressive disciplinary measures. Suspensions and expulsions shall be administered consistent with the applicable District and school rules and Board policy JICD.

B. Progressive Discipline

The School Board delegates to the Superintendent, in consultation with the appropriate building Principal and counselors, the responsibility of adopting and implementing a system of progressive discipline with such age-appropriate rules and regulations for each school as he/she deems necessary to implement the objectives of this policy.

Progressive Discipline shall include:

1. A graduated and age-appropriate system of supports and intervention strategies, such as:
    - parent conferences,
    - counseling,
    - peer mediation,
    - instruction in conflict resolution and anger management,
    - parent counseling and training,
    - community service, and
    - rearranging class schedules.

2. Graduated and age-appropriate disciplinary consequences such as:
    - restriction from extra-curricular activities,
    - temporary (same day) removal from class or activity,
    - detention,
    - temporary reassignment/in-school suspension,
    - out-of-school suspension, and
    - expulsion.

3. Provisions describing how and when short term suspensions of up to 5 days, short term suspensions up to 10 days, long term suspensions up to 20 days, and/or expulsion should be imposed. These standards shall make reference to and reflect:
    - the nature and degree of disruption caused to the school environment;
    - the threat to the health and safety of pupils and school personnel, volunteers or visitors;
    - whether the conduct or behavior is isolated or repeated.

    All temporary (same day) removal from classrooms or activities, restriction from activities, detentions, suspensions and expulsions shall comport with applicable laws, regulations and Board policy JICD.

4. Information regarding RSA 193:13, 193-D, this policy, Board policy JICD, and other Board policies or District/school rules regulating student conduct on and off-campus. Except where the complete text of a statute, regulation or policy is required, progressive discipline should include age appropriate language. E.g., summaries for elementary grade levels.

C. Implementation and Notice

The Superintendent shall assure that the behavioral expectations, complete with the information set out in section B.4, above, shall be included in each student handbook, and made available to parents at the beginning of the school year, publicly available on the School District website.

Additionally, building principal(s) shall assure student awareness of the behavioral expectations and other District policies and building rules.

D. Parental Notification of Simple Assaults.

Pursuant to RSA 193-D:4, I (b), the Superintendent is directed to adopt and implement procedures requiring parents/guardians of each student involved in a simple assault (victim and perpetrator) occurring during the school day, when such assault causes: any form of bodily injury, including bruising or discoloration, or would otherwise constitute a disciplinable offense under the behavioral rules of the school and/or District. For purposes of this policy, "simple assault" shall have the same meaning as that provided in RSA 631:2-a (a simple assault occurs when one purposefully or knowingly causes bodily injury or unprivileged physical contact to another; or recklessly causes bodily injury to another or negligently causes bodily injury to another by means of a deadly weapon).

Students have a responsibility to know and respect the rules and regulations of the school and District students have the further responsibility to behave in a manner appropriate to good citizenship everywhere.

Adoption Date: April 8, 1993
Amended: July 11, 2013; June 10, 2021
Reviewed: June 13, 2024
Reviewed: March 13,2025

Legal References

RSA 135-F:5, System of Care for Children/Duties of Commissioner of Dept. of Education RSA 193:13, Suspension and Expulsion of Pupils
RSA 193-D:4, Written Report Required
RSA 631:2-a, Simple Assault
NH Code of Administrative Rules, Section Ed. 306.04(f)(4), Student Discipline
NH Code of Administrative Rules, Section Ed. 306.04(g), Suspension & Expulsion
NH Code of Administrative Rules, Section Ed. 306.06, Culture and Climate
NH Code of Administrative Rules, Section Ed. 317.04(b, Disciplinary Procedures

GBM

STAFF COMPLAINTS AND GRIEVANCES

The Board subscribes to an orderly, well-defined grievance procedure for the resolution of problems derived from applications of board policies and district regulations. Grievances will be handled expeditiously in accordance with the procedures approved by the Board.

The machinery set up for the resolution of "grievances" in agreements between the Board and recognized employee organizations will apply only to grievances as defined in the particular agreement. Chain of command procedure should be used in all other instances.

Adoption Date: April 8, 1993
Board Review: May 14, 2009

BHC

BOARD-STAFF COMMUNICATIONS

The Board desires to maintain open channels of communication between itself and the staff. The basic line of communication will, however, be through the Superintendent of Schools.

Staff Communications to the Board
All communications or reports to the Board or any Board committee from principals, supervisors, teachers, or other staff members shall be submitted through the Superintendent. Staff members are also reminded that Board meetings are held in public. As such, they provide an excellent opportunity to observe at first hand the Board's deliberations on problems of staff concern.

Board Communications to Staff
All official communications policies, and/or directives of employee interest and concern, may be communicated to employees through the superintendent and/or designee. Board members shall not initiate or listen to discussions of personnel-related matters, staff complaints or grievances, other than in accordance with established board policies and regulations, or in accordance with existing collective bargaining agreements. The Superintendent will employ all such media as are appropriate to keep staff fully informed of the Board's problems, concerns, and actions.

Visits to Schools
Individual Board members interested in visiting schools or classrooms will inform the superintendent or designee of such interest. Such visits shall be regarded as informal expressions of interest in school affairs and not as "inspections" or visits for supervisory or administrative purposes. Official visits by Board members will be carried on only under Board authorization and with the full knowledge of the Superintendent and principals.

Social Interaction
Staff and Board members share a keen interest in the schools and in education generally. It is to be expected that when they meet at social affairs and other functions, they will informally discuss such matters as educational trends, issues, and innovations and general school district problems. However, staff members are reminded that individual Board members have no special authority excepting when they are convened at a legal meeting of the Board or vested with special authority by Board action.

Adoption Date: April 8, 1993
Amended: May 14, 2009; March 12, 2020; November 12, 2020
Reviewed: July 14, 2022

BBAB

ROLES AND DUTIES OF THE BOARD CHAIRPERSON

Duties of the Chairperson

The Chairperson shall preside at all meetings of the Board and shall perform other duties as directed by law, New Hampshire Department of Education rules, and by this Board. In carrying out these responsibilities, the Chairperson shall:

1. Sign the instruments, acts, and orders necessary to carry out state requirements and the will of the Board;
2. Consult with the Superintendent in the planning of the Board meeting agendas;
3. Confer with the Superintendent on crucial matters that may occur between Board meetings;
4. Appoint members to serve on specific committees, subject to full Board approval;
5. Call emergency meetings of the Board as necessary;
6. Be the public spokesperson for the Board at all times except as this responsibility is specifically delegated to others; and
7. Preside at and be responsible for the orderly conduct of all Board meetings.

As presiding officer at all meetings of the Board, the Chairperson shall:

1. Call the meeting to order at the appointed time;
2. Announce the business to come before the Board in its proper order;
3. Enforce the Board's policies relating to the order of business and the conduct of meetings;
4. Put motions to a vote and announce the vote result.

The Chairperson shall have the right, as other Board members have, to offer motions, discuss questions, and vote.

Duties of the Vice-Chairperson

In the absence of the Chair, the Vice-Chair shall perform all the duties of the Chair.

Adopted: November 12, 2020
Reviewed: April 18, 2024

JGD-R5

REPORT OF THEFT, DESTRUCTION, OR VIOLENCE IN A SAFE SCHOOL ZONE TO LOCAL LAW ENFORCEMENT AGENCY

CONFIDENTIAL **Form Ed317**

Incident Code: _____

INSTRUCTIONS: This report shall be completed by a public or private school employee jointly with his/her supervisor immediately after awareness of an incident of a criminal nature. Not all information will be available at that time, but missing data shall be filled in within 48 hours by the principal. This report shall be filed with the local law enforcement agency by the principal within 48 hours of the incident.

School Name: _____ Principal's Name: _____

Address: _____ _____ School Telephone: _____

INCIDENT DATE	TIME OF INCIDENT	LOCATION OF INCIDENT
_____ mo day year	_____ (specify AM or PM)	_____

ALLEGED OFFENSES

- ☐ Drug/Alcohol Offense
- ☐ Firearm or other Weapon
  Please circle type of Weapon: Handgun – Rifle/Shotgun - Other
- ☐ Homicide
- ☐ Sexual Offense
- ☐ Robbery, Burglary, Theft
- ☐ Arson
- ☐ CriminalMischief/Vandalism
- ☐ Assault/Threatening

DESCRIPTION OF INCIDENT (Include the names and addresses of any witnesses if appropriate)

_____

_____

Circle one: SUSPECT/VICTIM/WITNESS

Name _____

Address _____

_____

Gender _____ Birthdate _____ mo day year

Grade _____

Parents name and #

_____

Circle one: SUSPECT/VICTIM/WITNESS

Name _____

Address _____

_____

Gender _____ Birthdate _____ mo day year

Grade _____

Parents name and #

_____

Circle one: SUSPECT/VICTIM/WITNESS

Name _____

Address _____

_____

Gender _____ Birthdate _____ mo day year

Grade _____

Parents name and #

_____

Circle one: SUSPECT/VICTIM/WITNESS

Name _____

Address _____

_____

Gender _____ Birthdate _____ mo day year

Grade _____

Parents name and #

_____

EMPLOYEE REPORTING INCIDENT	DATE REPORT COMPLETED BY EMPLOYEE	DATE REPORT FILED BY PRINCIPAL
Name _____	_____ mo day year	_____ mo day year

☐ I am requesting that this case be investigated by the Rochester Police Department

☐ I am not requesting this case be investigated further by the Rochester Police Department

(School will handle)

SRO_____

RECEIVED DATE_____

FILED DATE_____

Adoption Date: January 14, 1997 School Board Review/Approval: February 13, 2014

BDD

BOARD-SUPERINTENDENT RELATIONSHIP

The Board believes that policy-making is a primary function of the School Board and that the execution of those policies is the primary function of the Superintendent. The Superintendent will keep the Board currently informed in all areas pertaining to the operation of the schools. He/she will prepare or cause to be prepared reports to the Board to facilitate their decisions. He/she will prepare the agenda for each Board meeting and will attend all meetings and participate in all deliberations except when his/her contract is being considered.

He/she will administer the schools in conformity with the adopted policies of the board, the State Board of Education, and state law making such administrative rules and regulations as may be necessary. He/she will be ultimately responsible for all areas reporting directly to him/her which include instruction, business management, personnel, pupil personnel, technical, vocational and continuing education, employee relations, information and community services, and federal and special programs. He/she will coordinate these functions to obtain the efficient operation of schools for the benefit of the total community.

The responsibilities of the Superintendent in a cooperative climate with the Board are identified as:

Board	Superintendent
To select a competent, established educational leader as Superintendent.	To administer effectively and provide the professional, educational leadership necessary.
To serve as a policy making body.	To recommend sound policy and implement adopted policies by formulating and enforcing rules and regulations.
To allow the Superintendent to administer the schools.	To make Board policy effective through efficient administration.
To exercise sound judgment in business affairs of the school corporation.	To keep the Board informed on financial matters, do sound long-range planning, and keep current expenditures within the approved budget.
To deal always in an ethical, honest, straight forward, open-and-above board manner with the Superintendent and community.	To deal always in an honest, professional, straight-forward open-and-above board manner with the Board, the staff, and the community.
To provide within budget limitations necessary personnel.	To present personnel needs to the board.
To approve an organizational pattern for the Board's authorization.	To make assignments for each position with the Board's authorization.
To take legal actions required by law.	To recommend to the Board all action required by law.

To examine and approve an annual budget.	To recommend an annual budget with necessary support data.
To function as a Board rather than as individuals	To deal with the Board as a whole rather than with individual members.
To carry on communications with the staff members through the Superintendent.	To see that the staff can have necessary communication through the Superintendent with the Board.
To hold the Superintendent accountable for results.	To accept responsibility for results.
To remember that schools exist for the benefit of the students and the community.	To remember that schools exist for the benefit of the students and the community.
To fulfill such other duties required by regulations of the State Board of Education and state law.	To fulfill such other duties required by regulations of the State Board of Education and state law.

Adopted: April 8, 1993
Amended: June 12, 2008; September 8, 2016; June 8, 2017; November 12, 2020

SUSPENSION AND EXPULSION

I. (a). The superintendent, or a representative designated in writing by the superintendent, may suspend pupils from school for a period not to exceed 10 consecutive school days for behavior that is detrimental to the health, safety, or welfare of pupils or school personnel; or for repeated and willful disregard of the reasonable rules of the school not remediated through the imposition of the district's graduated sanctions. (See RSA 193:13).

Conduct specifically prohibited shall include, but not be limited to, habitual truancy, verbal or physical abuse toward any student, faculty, or staff member, disobedience of reasonable demands of staff or faculty members, possession of controlled drugs and/or alcoholic beverages on school property, disrupting classroom atmosphere, impeding classroom decorum, causing disturbances among other students in attendance, distracting other students so as to interfere with the educational process, and disrupting the disciplinary process.

(b). The school board, or a representative designated in writing may, following a hearing, extend the suspension of a pupil up to 10 additional consecutive school days for an act that constitutes an act of theft, destruction, or violence as defined in RSA 193-D; bullying pursuant to school district policy when the pupil has not responded to targeted interventions and poses an ongoing threat to the safety or welfare of another student; or possession of a firearm, BB gun, or paintball gun. The school board's designee may be the superintendent or any other individual, but may not be the individual who suspended the pupil for the first 10 days.

(c.) Any suspension in excess of 10 school days imposed under subparagraph (b) by any person other than the school board is appealable to the school board, provided that the superintendent or school board received such appeal in writing within 10 days after the issuance of the decision being appealed. The school board shall hold a hearing on the appeal, but shall have discretion to hear evidence or to rely upon the record of a hearing conducted under subparagraph (b). The suspension under subparagraph (b) shall be enforced while that appeal is pending, unless the school board stays the suspension while the appeal is pending.

II. Any pupil may be expelled from school by the local school board for an act that poses an ongoing threat to the safety of students or school personnel and that constitutes:
(a) A repeated act under subparagraph I (b);
(b) Any act of physical or sexual assault that would be a felony if committed by an adult;
(c) Any act of violence pursuant to RSA 651:5, XIII;
(d) Criminal threatening pursuant to RSA 631:4, II(a); or
(e) Possessing a firearm. III. (a) A student who has been expelled shall not attend school until reinstated by the local board. All expulsions shall be made in accordance with RSA 193:13.

III. Any expulsion shall be subject to review by the school board that issued the expulsion if requested prior to the start of each school year and further, any parent or guardian has the right to appeal any such expulsion by the local school board to the state board of education at any time

while the expulsion remains in effect. All appeals of final action by the state board of education shall be in accordance with RSA 541.

IV. Any student who brings or possesses a firearm as defined in 18 USC § 921 in a safe school zone as defined in RSA 193-D:1 without written authorization from the superintendent or designee shall be expelled from school by the School Board or its designated committee for a period of not less than twelve (12) months.

V. The school district shall make educational assignments available to a suspended student during periods of suspension. Except as provided in paragraphs II and IV, the school district shall provide alternative educational services to a suspended student whenever the student is suspended in excess of 20 cumulative days within any school year. Any time a student is suspended more than 10 school days in any school year, upon the student's return to school the school district shall develop an intervention plan designed to proactively address the student's problematic behaviors.

Graduated Response to Student Discipline

A. **Teacher**: Teachers may and are encouraged to handle their own detention or other disciplinary measures for misconduct in their classes.

B. **Social probation**: The denial of a student to attend and/or participate in extracurricular activities, school dances or any other form of after-school activity.

C. **Detention**: A student is assigned to a specific supervised room during and/or after school hours.

D. **In-School Suspensions**: a student will attend school but will be temporarily isolated from one or more classes while under supervision.

E. **Out-of-School Suspensions**: A student is denied attendance at school or school functions for a designated number of days in accordance with the provisions of Policy JICD.

Short-term suspension pursuant to RSA 193:13,I(a) is for a period not to exceed 10 consecutive school days; Long-term suspension pursuant to RSA 193:13,I(b) is for a period not to exceed 20 consecutive school days;

A student is not permitted on school property at any time during the duration of an out-of-school suspension.

F. **Expulsion**: Expulsion will be made only by School Board

Due process standards for short-term suspensions, long-term suspensions, and expulsions will adhere to the requirements of Ed 317.04.

Disciplinary Removal of Students with Disabilities.

If a student is disabled under the Individuals with Disabilities Act (IDEA), the New Hampshire RSA 186-C, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, or any other law providing special rights to disabled students, those laws shall govern and shall supersede these local policies to the extent these local policies are inconsistent with those laws. Accordingly, any suspension or expulsion of a child with a disability as defined in Ed 1102.01(t) shall be in accordance with Ed 1124.01.

Notice and Dissemination.

This policy and school rules which inform the student body of the content of RSA 193:13 shall be printed in the student handbook and made available on the District's website to students, parents, and guardians. The Principal or designated building administrator shall also inform the student body concerning this policy and school rules which address the content of RSA 193:13 through appropriate means, which may include posting and announcements. See: Ed. 317.04(d).

Legal References:

18 U.S.C. § 921, Et seq., Firearms
20 U.S.C. § 7151, Gun-Free Schools Act of 1994
RSA 189:15, Regulations
RSA 193:13, Suspension & Expulsion of Pupils
RSA Chapter 193-D, Safe Schools Zones
RSA 631:4, Criminal Threatening
RSA 651:5, XIII "Act of Violence"
NH Code of Administrative Rules, Section Ed 306.04(a)(3), Discipline
NH Code of Administrative Rules, Section Ed 306.04(f), Student Discipline Policy
NH Code of Administrative Rules, Section Ed. 306.04(g), Suspension & Expulsion
NH Code of Administrative Rules, Section Ed 317.04, Suspension and Expulsion of Pupils Assuring Due Process Disciplinary Procedures
In re Keelin B., 162 N.H. 38, 27 A.3d 689 (2011)

Adopted: April 10, 1997
Amended: May 10, 2012; January 9, 2014; September 10, 2015; November 8, 2018; May 13, 2021

BAAA

SCHOOL BOARD POLICIES AND ADMINISTRATIVE PROCEDURES

GENERALLY

The policies of the Board are intended to establish the general and overall rules within which day-to-day operations of the School District are to be governed. Procedures for carrying out and implementing the broad policies of the Board on a day-to-day basis are to be fashioned and adopted by the administration, under the direction of the Superintendent. As applicable, members of the District community are expected to comply with both Board policy and administrative procedures, subject to the limitations and exceptions set forth herein. However, the failure of the Board or the Administration to comply with policy shall not invalidate any lawful action taken.

CONTENTS OF BOARD POLICY AND ADMINISTRATIVE PROCEDURE

The policies of the Board shall be composed of the policies contained in this Policy Manual; the contents of administrative job descriptions adopted by the Board; all formal Student Handbooks; and all formal Employee Handbooks.

Administrative procedure is not part of Board policy and may be altered by the administration without Board action. Administrative procedure, however, may not conflict with Board policy.

LIMITATIONS OF POLICY

Neither the policies of the Board nor the procedures of the administration are intended, nor shall they be construed, to supersede or preempt any applicable laws, whether constitutional, statutory, regulatory, or common in origin. Consequently, all Board policies and administrative procedures shall be given both an interpretation and application which is lawful. The Board shall have the final interpretation of its policies and the administration shall have the final interpretation of its procedures.

As the Board policies and administrative procedures are limited by legal constraints, so too are the rights of those to whom the Board policies and administrative procedures apply. Neither the policies of the Board nor the procedures of the administration are intended to expand the rights of individuals beyond those established by law, or to give to any individual a cause of action not independently established in law. Enforcement of Board policy shall rest exclusively with the Board, and enforcement of administrative procedures shall rest exclusively with the administration.

Board policy and administrative procedure shall not preempt, create, supplant, expand or restrict the rights or liabilities of students, employee, taxpayers, or others within the School District beyond those that are established in law and are not intended to restrict or limit students, employees, or other members of the School District community from pursuing any claims or defenses available under law.

EXCEPTIONS

Exceptions to any policy or the application of any policy may be made if requested or recommended in accordance with the following procedures:

1. Any person may request an exception to any Board policy or the application of same by submitting a letter to the Superintendent. The request shall identify: the name, address and telephone number of the person making the request; the policy for which the exception is being requested; the action that the requesting individual desires, and the rationale supporting the need for an exception.

2. The Superintendent or his/her designee shall conduct a sufficient investigation of any request for an exception to be able to formulate a recommendation for the Board. Among the factors to be evaluated are the relevant facts related to the request, the rationale of both the policy and the request for the exception; and the disposition of prior requests for exceptions to the same or similar policies.

3. Following the Superintendent's investigation, the Superintendent may place the request for exception on the agenda and shall report to the Board the circumstances surrounding the request and his/her recommended disposition. The person requesting the exception shall be notified in advance of this agenda item, and shall be given a reasonable opportunity to address the Board before the Board determines whether to grant the request for an exception.

4. The Board shall have final and exclusive authority to determine whether to grant any request for an exception and shall be the sole judge of whether the rationale for the exception is sufficient, taking into consideration the recommendation of the Superintendent. Moreover, the granting of exceptions in the same or similar cases shall not constitute binding precedent or practice inasmuch as the prior grant of an exception may establish that the granting of an exception is ill advised.

5. Exceptions to administrative procedure shall be made in accordance with the procedures established by the Superintendent.

Adopted: October 14, 2010
Amended: April 13, 2017, November 12, 2020

GBL

PERSONNEL RECORDS

The Superintendent is authorized and directed to develop and implement a comprehensive and efficient system of personnel records, under the following guidelines:

1. A personnel folder for each employee, certified and non-certified, shall be accurately maintained in the administrative offices.

2. In addition to the application for employment and references, such folders shall contain records and information relative to compensation, payroll deductions, evaluations, and such other information as may be considered pertinent.

3. All personnel records of individual employees of the Board shall be considered confidential. They shall not be open for public inspection. The Superintendent and his/her designees shall take the necessary steps to safeguard against unauthorized use of all confidential material.

4. Each employee shall have the right, upon request and within a reasonable period of time, to review the contents of his/her own personnel file, with the exception of references and recommendations provided to the district on a confidential basis by universities, colleges, or persons not connected with the district.

5. Lists of district employees' names and addresses shall be released only to governmental agencies as required for official reports, or as otherwise permitted by the School Board in accord with the State Board of Education regulations (i.e., directory information). A list of employees and their salaries shall be tendered to any citizen upon request in accord with RSA 91-A. See also Mans V. Lebanon School Board, 112 NH 160 (1972).

Adopted: April 8, 1993
Board Review/Approved: May 14, 2009

F

RSD 0165

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N.H. Rev. Stat. § 169-C:6-b

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the home is contrary to the child's welfare.

II. The court shall within 60 days of a child's removal from the home, determine and issue written findings as to whether reasonable efforts were made or were not required to prevent the child's removal. In determining whether reasonable efforts were made to prevent the child's removal, the court shall consider

whether services to the family have been accessible, available, and appropriate.

III. If the court orders that a child be removed from his or her home at the preliminary hearing under RSA 169-C:15, the adjudicatory hearing under RSA 169-C:18, the dispositional hearing under RSA 169-C:19, or the final hearing under RSA 169-C:21, the court order for removal shall include specific written findings regarding the need for the out-of-home placement. The order shall briefly state the facts the court found to exist that justify ordering the placement.

IV. If the order does not comply with the requirements of paragraph III, the judge shall make a written finding to justify the out-of-home placement. Providing a copy of the order, redacted to protect the identity of the parties and children, to the members of the house committee having jurisdiction over child and family issues shall not be considered a violation of RSA 169-C:25.

RSA 169-C:6-b

Amended by 2017, 134:1, eff. 1/1/2018.

2007, 236:9, eff. Jan. 1, 2008. 2017, 134:1, eff. Jan. 1, 2018.

Under New Hampshire's **Safe School Zones Act** (RSA 193-D), certain incidents occurring within designated safe school zones must be reported to local law enforcement authorities. These incidents are defined as "acts of theft, destruction, or violence" and encompass specific offenses outlined in the statute.

Definition of "Acts of Theft, Destruction, or Violence"

According to RSA 193-D:1, I, an "act of theft, destruction, or violence" includes the following offenses, irrespective of the perpetrator's age:

- **Offenses Enumerated in RSA 189:13-a, V**: This includes various criminal activities that may affect the safety and well-being of the school environment.
- **Assault Offenses**:
  - *First or Second Degree Assault*: As defined under RSA 631.
  - *Simple Assault*: As defined under RSA 631:2-a.

Per RSA 193-D:4, I(b), reporting requirements for simple assault are modified:

- The mandatory reporting to law enforcement does **not** apply to simple assaults involving students from kindergarten through grade 12.
- **Criminal Mischief**: As defined under RSA 634:2, involving the intentional damage or destruction of property in excess of $1,500.
- **Unlawful Possession or Sale of Firearms or Other Dangerous Weapons**: As defined under RSA 159.
- **Arson**: As defined under RSA 634:1, involving the criminal act of knowingly starting a fire or causing an explosion which unlawfully damages the property of another
- **Burglary**: As defined under RSA 635, involving unlawful entry into a building with intent to commit a crime.
- **Robbery**: As defined under RSA 636, involving the taking of property from a person through force or threat.
- **Theft**: As defined under RSA 637, involving the unlawful taking of someone else's property.
- **Illegal Sale or Possession of a Controlled Drug**: As defined under RSA 318-B.
- **Criminal Threatening**: As defined under RSA 631:4, involving threats to commit a crime against another person.

G

JOB TITLE: Chief Academic Support Officer

REPORTS TO: Superintendent

LOCATION:

Rochester School District
Rochester, New Hampshire

POSITION PURPOSE:

The Chief Academic Support Officer is a visionary leader responsible for overseeing and coordinating critical student support services to ensure equitable access to high-quality education for all students. This position focuses on aligning academic, social-emotional, and family engagement efforts with district goals, advancing student achievement and closing achievement gaps, and fostering a culture of inclusion and support.

The Chief Academic Support Officer will lead and empower a team of directors to implement and evaluate programs that support diverse learners, foster positive school climates, engage families, and address the holistic needs of students.

SPECIFIC RESPONSIBILITIES:

Leadership and Strategic Oversight:

1. Provide strategic direction and oversight for programs addressing chronic absenteeism, discipline, special education, social-emotional learning (SEL), positive youth development, alternative education, multilingual education, and family & community engagement.
2. Collaborate with the Assistant Superintendent of Teaching and Learning to integrate academic and support services into a cohesive framework.
3. Oversee NHIAA-related activities fostering a strong athletic program.

4. Provide leadership for alternative education programs to support students requiring non-traditional learning environments.
5. Develop and implement strategies to eliminate barriers to student learning, ensuring equitable access to education for all students.
6. Analyze and utilize data to identify trends and design targeted interventions to reduce absenteeism, improve student behavior, and foster a positive school climate.
7. Collaborate with families and community stakeholders to build partnerships that enhance student success and address underlying barriers.
8. Build capacity among staff to design and implement innovative solutions to attendance, discipline, alternative education, and learning barriers.
9. Foster a collaborative and supportive work environment to empower staff and drive student achievement.
10. Collaborate with the district's finance team to develop and manage budgets for all areas of responsibility.
11. Align resources with strategic priorities to maximize their impact on student outcomes.
12. Develop and implement a district-wide strategic plan for reducing absenteeism, improving discipline outcomes, and addressing barriers to learning.
13. Establish measurable goals and benchmarks to assess progress and impact in each area of responsibility.
14. Build a culture of trust, collaboration, and accountability across departments and with community stakeholders.
15. Ensure compliance with all applicable regulations and standards.
16. Any other duties assigned by the Superintendent.

Program Development and Implementation:

1. Lead the development, implementation, and evaluation of district-wide initiatives that address student attendance, behavior, and engagement.

2. Oversee the integration of restorative practices, anti-bullying programs, and other proactive discipline approaches that create supportive school environments.
3. Develop systems and strategies to support students at risk of chronic absenteeism and disengagement from school.
4. Ensure compliance with all local, state, and federal regulations related to student support services, including discipline and attendance policies.

REQUIRED QUALIFICATIONS:

- Master's degree in Education, Special Education, Educational Leadership, or a related field (Doctorate preferred).
- Minimum of 7 years of combined building and district level leadership experience in education, with demonstrated success in student support services, specifically special education, discipline and chronic absenteeism.
- Proven experience in managing large teams and cross-functional departments.

KNOWLEDGE, SKILLS, AND ABILITIES:

- Comprehensive understanding of chronic absenteeism interventions, restorative practices, special education laws, SEL frameworks, and multilingual education best practices.
- Strong ability to analyze data to inform decisions and improve outcomes.
- Demonstrated success in reducing barriers to learning.
- Exceptional leadership, communication, and organizational skills.
- Ability to manage complex projects and build consensus among diverse stakeholders.

COMPENSATION, YEAR ROUND

Salary: Commensurate with experience and education

H

RSD 0173

1


12:06

15

AA Annie Azarloza 5/8/24

[redacted]

Hi [redacted]

[redacted] I'm going to the [redacted] even tonight and I'll try to swing by beforehand to chat with her. I'll keep you posted!

[redacted]

Annie
Sent from my iPhone

[redacted]

12:06

15

AA **Annie Azarloza** 5/8/24 [redacted]

Today

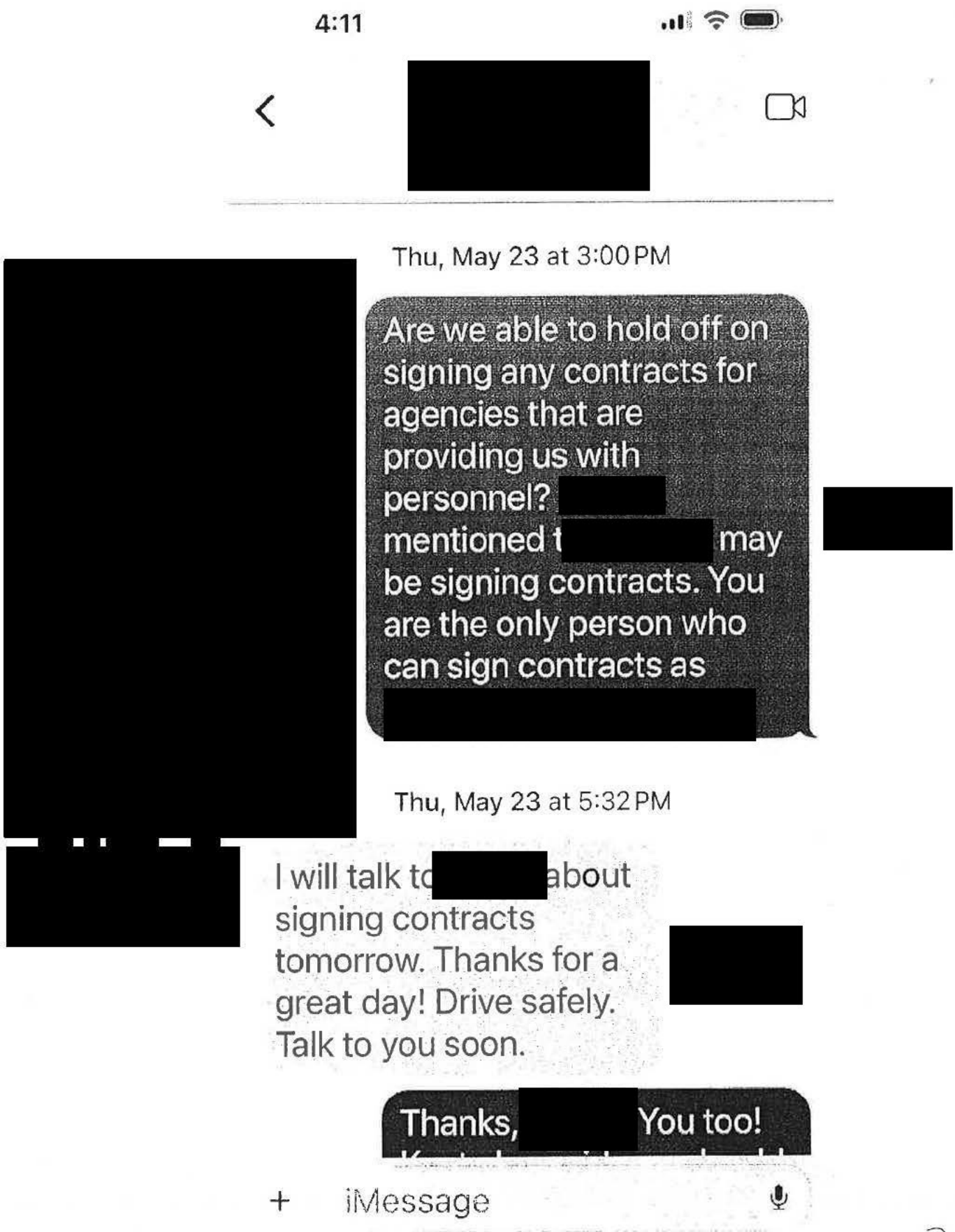
[redacted]

Hi [redacted]

I'm attending the [redacted] event at 5:30pm today. Since you're [redacted] Friday, I was hoping to swing by to see you briefly today. Are you free around 3:45?

Annie
Sent from my iPhone

2


4:11
Thu, May 23 at 3:00 PM
Are we able to hold off on signing any contracts for agencies that are providing us with personnel? mentioned t may be signing contracts. You are the only person who can sign contracts as
Thu, May 23 at 5:32 PM
I will talk to about signing contracts tomorrow. Thanks for a great day! Drive safely. Talk to you soon.
Thanks, You too!
iMessage

3

1:51

15

AA **Annie Azarloza** 6/6/24

[redacted]

Re: Contracts

[redacted]

Hi [redacted]

Moving forward the Supe will sign all contracts. Please forward any to [redacted] and [redacted] and I can review them. Thank you!

Annie

> On Thu, Jun 6, 2024 at 10:29 AM [redacted]
>
> Hi [redacted] and Annie,
>
> In the past, the [redacted] has signed the contracts for our contracted SLP and School

4

2:10

15

AA **Annie Azarloza** [redacted] 6/12/24

[redacted]

the other reason...

I'm looking for what we need to remain in compliance is to determine if we indeed need all of the contracted positions that we have with Boothby, Bill White, and Constellations. :)

[redacted]

5

1:57

15 Moving forward

(603) 332-3678

On Sun, Jun 9, 2024 at [redacted] wrote:

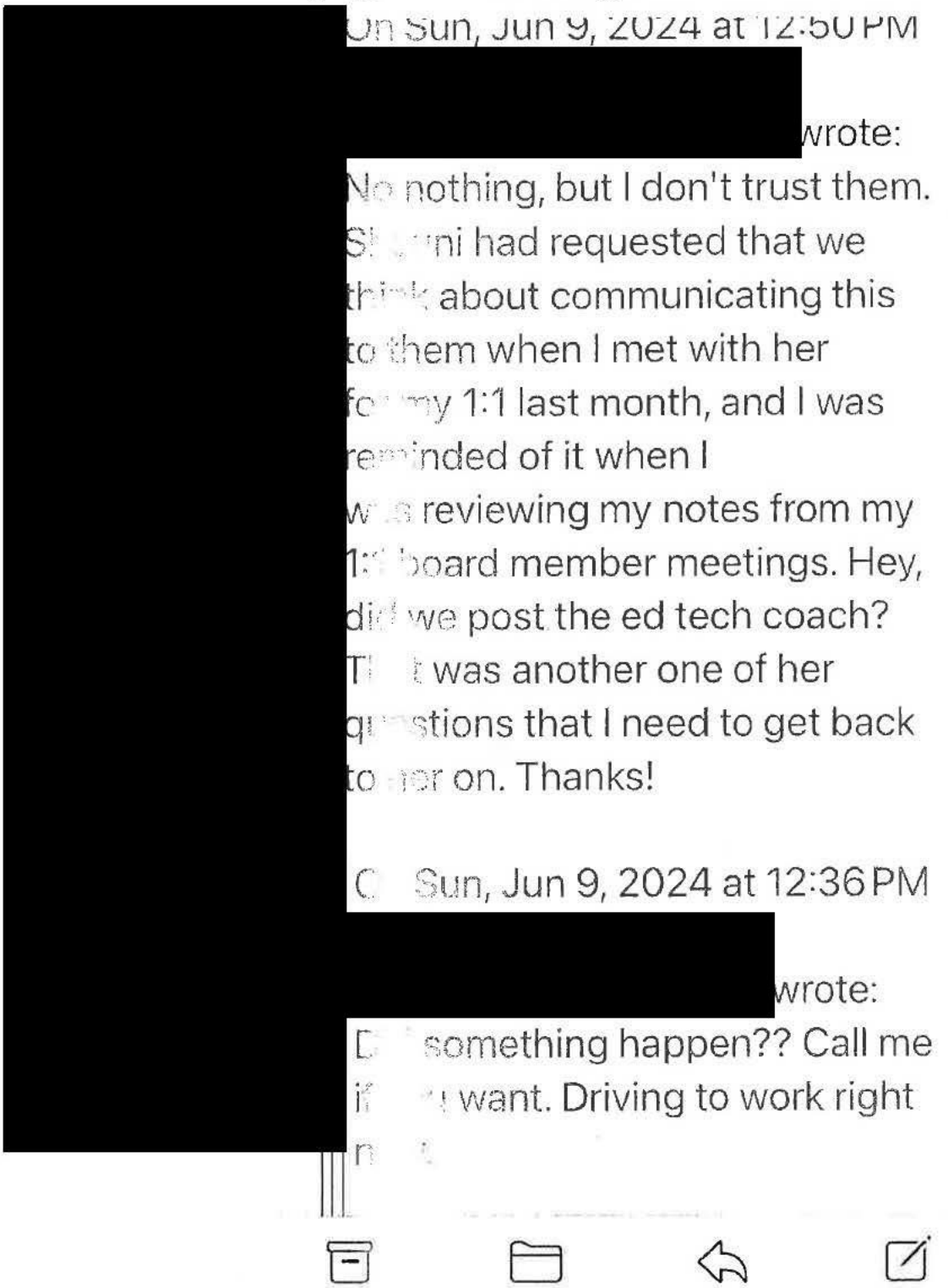
Hi [redacted]

I hope you both had a wonderful weekend!

Moving forward, until a Director of Operations is hired, please do not make any changes without bringing it [redacted] and me first. We need to make sure we open up the lines of communication and that nothing new is implemented without our approval. Thanks in advance.

Annie

6


1:57

Moving forward

On Sun, Jun 9, 2024 at 12:50 PM

[redacted] wrote:

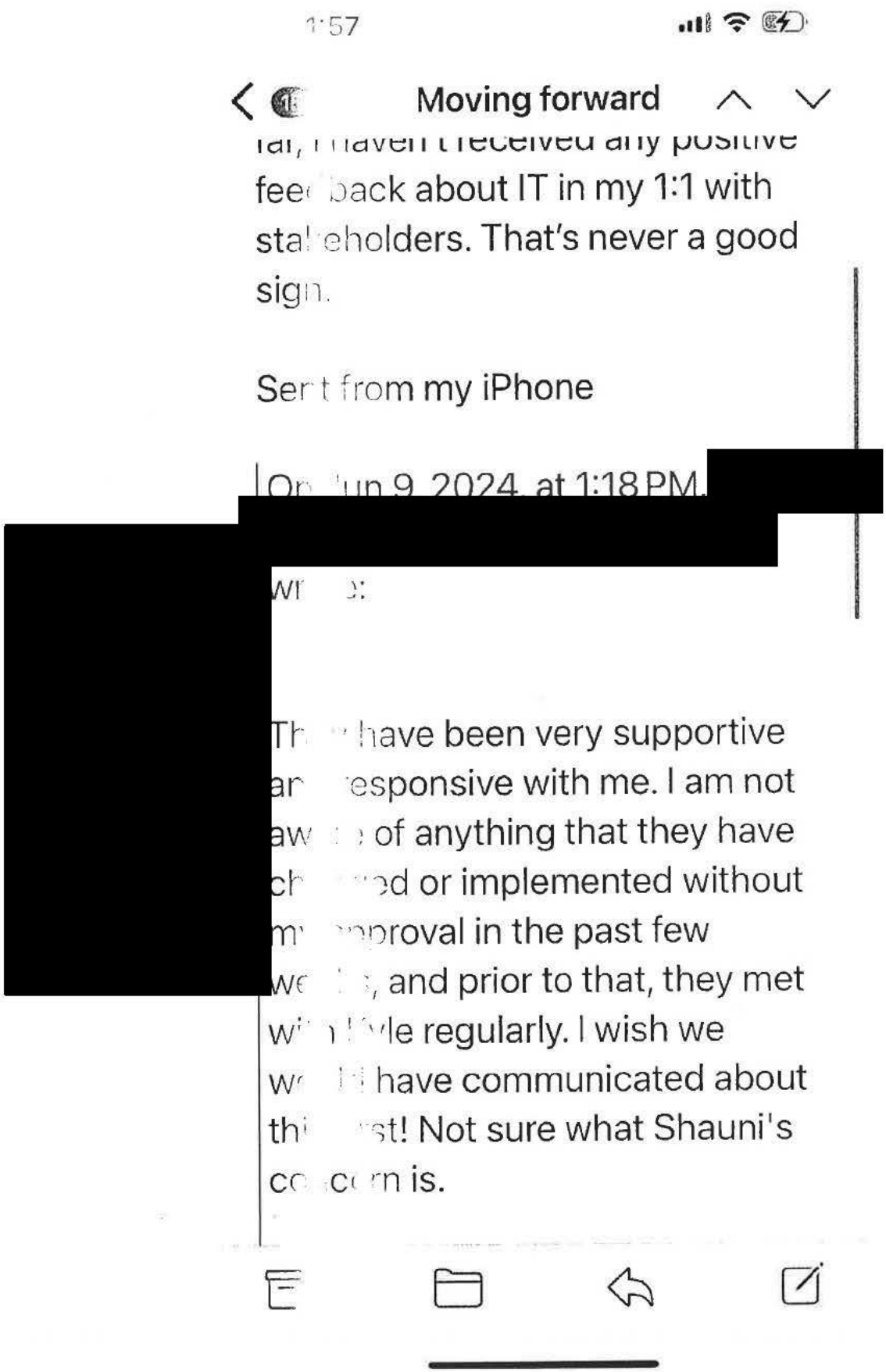
No nothing, but I don't trust them. Sh[illegible]ni had requested that we think about communicating this to them when I met with her for my 1:1 last month, and I was reminded of it when I was reviewing my notes from my 1:1 board member meetings. Hey, did we post the ed tech coach? That was another one of her questions that I need to get back to her on. Thanks!

On Sun, Jun 9, 2024 at 12:36 PM

[redacted] wrote:

Did something happen?? Call me if you want. Driving to work right n[illegible]

7


1:57
Moving forward
far, I haven't received any positive
feedback about IT in my 1:1 with
stakeholders. That's never a good
sign.
Sent from my iPhone
On Jun 9, 2024, at 1:18 PM,
wrote:
They have been very supportive
and responsive with me. I am not
aware of anything that they have
changed or implemented without
my approval in the past few
weeks, and prior to that, they met
with Kyle regularly. I wish we
would have communicated about
this first! Not sure what Shauni's
concern is.

1:57

15

To: [redacted]

[redacted]

Re: Moving forward

You're right. That's my learning. Sorry about that. I need to share my findings with you thus far on my listening and learning tour. So far, I haven't received any positive feedback about IT in my 1:1 with stakeholders. That's never a good sign.

Sent from my iPhone

> On Jun 9, 2024, at 1:18 PM, [redacted]
>
> They have been very supportive and responsive with me. I am not

9

2:15

15 [redacted]

Sent from my iPhone

On Jun 13, 2024, at 9:42 AM, [redacted] wrote:

[redacted]

Annie,

[redacted] had some important info to share about the [redacted] who currently use the office space in Central Office. Can we loop her into the conversation before making any decisions? It might make sense to keep [redacted] downstairs for now until we have a solid, thought out plan. (Actually, the timing might work well with the hiring process.)

Thanks!

[redacted]

10

2:15

15

AA **Annie Azarloza** 6/13/24

[redacted]

Re: [redacted]

[redacted]

Hi [redacted]

We won't hire the Director of Operations probably until August. It's important that cabinet members are together. It doesn't matter which office we give the Director of operations. However, he/she does need to be with us on the second floor.

Annie
Sent from my iPhone

[redacted]

2:30

15

AA **Annie Azarloza** 6/16/24 [redacted]

Shauni

[redacted]

Hi [redacted]

I'm meeting with Shauni this week for our 1:1. Do you have any information on what she requested re: science and social studies being taught in elementary schools and how often? Thanks.

Annie

12

3:03

15

AA Annie Azarloza 6/26/24

[redacted]

[redacted]

Re: Information

I also noticed that we didn't bid out this contract. Are they a single source provider?

Sent from my iPhone

> On Jun 26, 2024, at 2:54 PM, [redacted] wrote:
>
> Hi Annie,
>
> Here is the information that we talked about. On page 8 of the document it has information about termination without cause for the

13

3:05

15

AA [redacted] 6/26/24

[redacted]

Tomorrow's meeting

[redacted]

Hi [redacted]

For tomorrow's constellations meeting, we will need the following data to see how we mitigate this expense (I can't make sense of this 72 page contract and I'm hoping you can both help me out):

- What direct services are they providing to which children in which schools (sort of what you created, [redacted] for School Street, but to a much lesser degree) in order for us to be in compliance with the IEPs. We would need to know, are they

14

providing us BCBAs, registered behavior technicians, etc. and who is servicing who?

- What professional learning are they providing? I believe I saw that in the contract. Who are they providing it to? Have they provided this PD to our staff in the past? Is there a vision for this program?
- Is there any other service they are providing us not mentioned above?

Finally, for the summer [redacted] contract, I need to know how much that summer contract is because I'll need to find out tomorrow if this was budgeted. Summer school was not budgeted even though we thought it was. I need to make



15

this program?

- Is there any other service they are providing us not mentioned above?

Finally, for the summer [redacted] contract, I need to know how much that summer contract is because I'll need to find out tomorrow if this was budgeted. Summer school was not budgeted even though we thought it was. I need to make certain this was budgeted. We will also need to know what [redacted] is providing us for ESY. Is it just paras?

We'll chat more tomorrow. I'll be in early so give me a shout if you have any questions. Thanks.

Annie

16

3:10

15

AA Annie Azarloza [redacted] 6/28/24

[redacted]

Fwd: The $69k for summer school

So we definitely did not budget for ESY. Did you by any chance confirm with [redacted] if IDEA can fund it?

---------- Forwarded message ---------

From: [redacted]

Date: Fri, Jun 28, 2024 at 11:45 AM
Subject: Re: The $69k for summer school
To: Annie Azarloza <azarloza.a@sau54.org>

17

3:14

15 Contracts

HI [redacted]

I hope you are having a fantastic weekend.

[redacted]

I just want you to know of a change to contract signatories. Moving forward, only the Superintendent can sign off on any contract regardless of the amount. My understanding is that in the past there were some leaders who could sign contracts, but I'm changing that because I have to get a handle on our expenses. Therefore, if you see a contract that is being submitted without my signature, please bring it to my attention before processing. Thank you! See you tomorrow!

Annie

18

3:22

15

AA Annie Azarloza 7/1/24 [redacted]

Contracts

[redacted]

Hi [redacted]

Is there a way to pull up all of our FY25 contracts to see if there are any others that were not budgeted for this fiscal year?

Annie
Sent from my iPhone

[redacted]

19

3:16

15

Contracted personnel

Good morning and happy Monday!

[redacted]

I hope everyone had a restful weekend.

I had [redacted] that effective today, we will no longer (for the time being) bring in substitutes (most are retired personnel) who have been helping us out with projects, covering the central office, etc. until I get a handle on what the needs are. If you need assistance from these substitutes on projects, etc., please let me know before we have them come in so that I can learn your needs. The rationale behind this change is that when I learn where all the holes are I can begin filling those

20

3:17

15 Contracted perso...

I had [redacted] that effective today, we will no longer (for the time being) bring in substitutes (most are retired personnel) who have been helping us out with projects, covering the central office, etc. until I get a handle on what the needs are. If you need assistance from these substitutes on projects, etc., please let me know before we have them come in so that I can learn your needs. The rationale behind this change is that when I learn where all the holes are I can begin filling those gaps by creating a strong infrastructure to support the team. Any questions, give me a shout. Thanks.

Annie

21

3:18

15 Contracted perso...

[redacted]

Good Morning, and Happy Day One!

I am hoping to understand this better so that I can support you and the central office staff. I am thinking that this impacts [redacted] anyone else? Has anyone spoken with them about this change? I believe [redacted] is in a different scenario and should be all set to continue, but please let me know if I am incorrect! Front desk might need assistance [redacted] We try to arrange coverage for the day if a sub isn't available, but with no sub option, we will need to rethink our approach to this. (My understanding is [redacted] supervise the receptionist position, but please let me know if this is changing!) Also, [redacted] no

22

please let me know if I am incorrect! Front desk might need assistance [redacted] We try to arrange coverage for the day if a sub isn't available, but with no sub option, we will need to rethink our approach to this. (My understanding is [redacted] supervise the receptionist position, but please let me know if this is changing!) Also, [redacted] o longer available to us for HR support [redacted] continues to transition into the role?

[redacted]

On Mon, Jul 1, 2024 at 8:39 AM Annie Azarloza <azarloza.a@sau54.org> wrote:

3:18

15

[redacted]

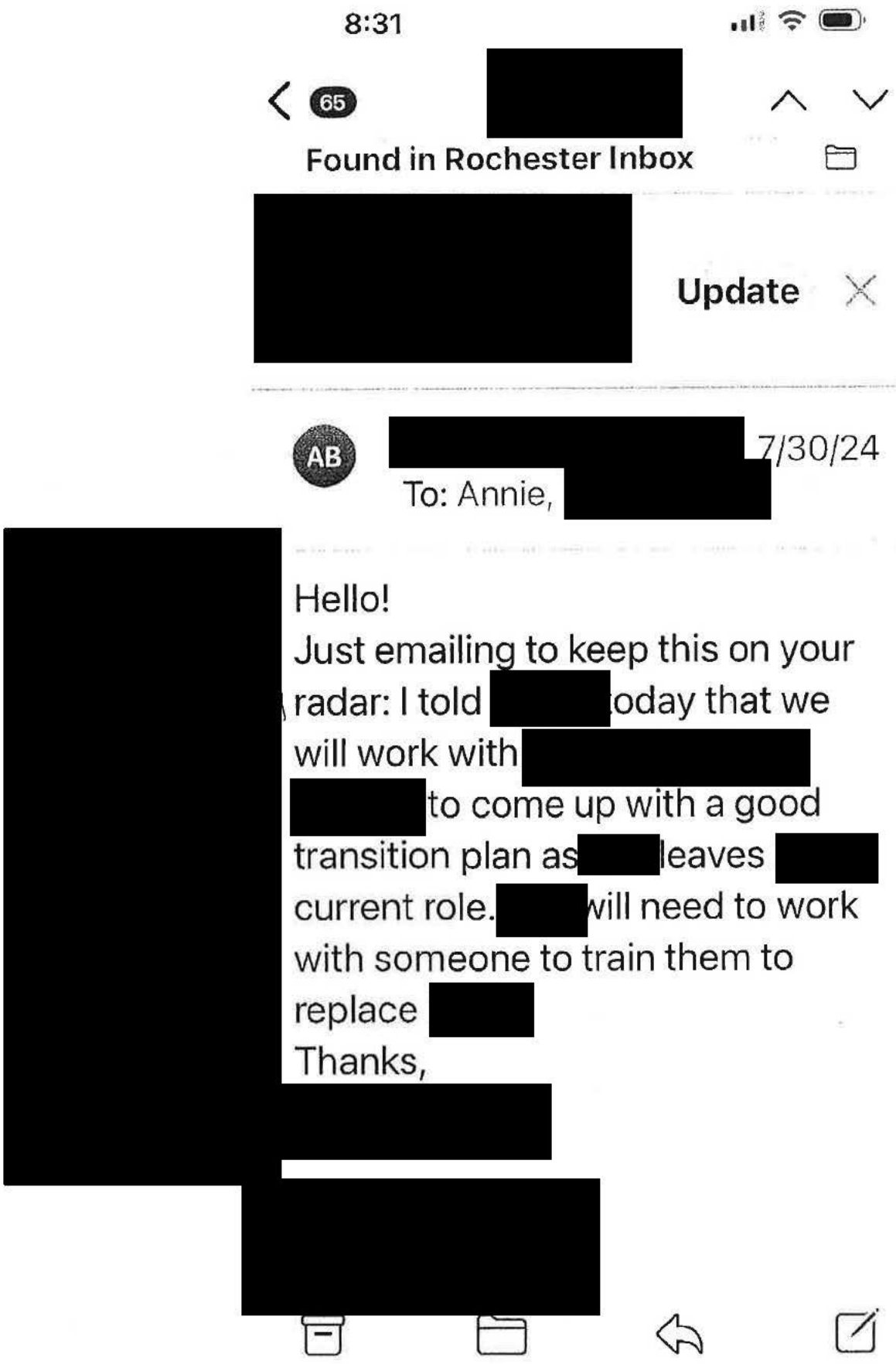
Re: Contracted personnel

Yes! I learned today [redacted] that when [redacted] out we get her a substitute. We are continuing with that practice. From my understanding, these are substitutes that have been trained for this role that get called in as needed. [redacted] didn't mention they are contracted to work for us a number of days a week. Is that accurate? You have a lot of direct reports. Would you like [redacted] to oversee [redacted] As far as [redacted] yes, she can continue to support [redacted] but I need a better understanding on what she will be helping [redacted] Is it on past practice? Process and procedures? HR laws and regulations? Software training? We

24

procedures? HR laws and regulations? Software training? We also need a timeline with an end in mind, for example, a transition period of two weeks, with a few hours a day 3 days a week. That's just an example. I want to be intentional with a clear transition plan of the role and responsibilities. Make sense? I'll meet with [redacted] next week to develop that well articulated plan of the transition so [redacted] gets what she needs and feels comfortable [redacted] new role. :)

> On Mon, Jul 1, 2024 at 9:28 AM [redacted]
> Good Morning, and Happy Day One!
> I am hoping to understand this


8:31

65

[redacted]

Found in Rochester Inbox

[redacted]

Update

AB [redacted] 7/30/24

To: Annie, [redacted]

[redacted]

Hello!

Just emailing to keep this on your radar: I told [redacted] today that we will work with [redacted] to come up with a good transition plan as [redacted] leaves [redacted] current role. [redacted] will need to work with someone to train them to replace [redacted]

Thanks,

[redacted]

[redacted]

26

8:31

65 [redacted]

KK [redacted] 7/31/24

[redacted] Cc: Annie >

[redacted]

Good morning!

I spoke with [redacted] yesterday as well and [redacted] wo specific asks were:

1) In the next few weeks [redacted] trains whoever they hire as [redacted] replacement
2) Next year (March) [redacted] spends some time with [redacted] eplacement to teach them how to build the master schedule

As long as those two things are covered, [redacted] fine with [redacted] starting [redacted] new role right away. I looped [redacted] requests yesterday afternoon and [redacted]

27



As long as those two things are covered [redacted] fine with [redacted] starting [redacted] new role right away. I looped [redacted] requests yesterday afternoon and [redacted] agreed both of [redacted] conditions were completely doable.

[redacted] does have one more meeting with [redacted] today, so I won't reach out to [redacted] unti [redacted] has had that meeting and confirmed all of [redacted] current projects are buttoned up at the high school.

Are you comfortable with this plan? I would love your feedback!

Thank [redacted]

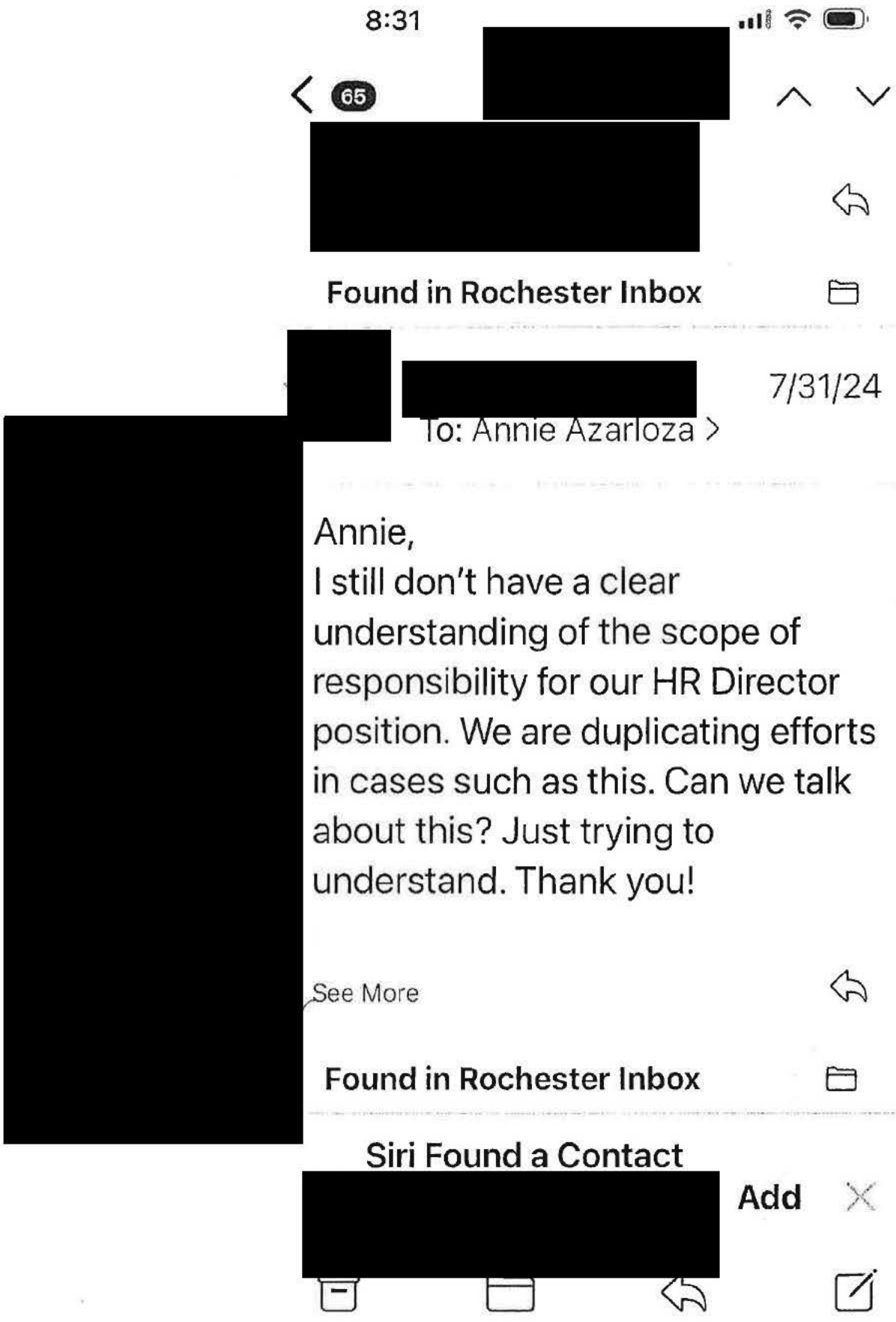
[redacted]

On Tue, Jul 30, 2024 at 3:46 PM

[redacted]



28


8:31
65
[redacted]
Found in Rochester Inbox
[redacted]
7/31/24
To: Annie Azarloza >
Annie,
I still don't have a clear understanding of the scope of responsibility for our HR Director position. We are duplicating efforts in cases such as this. Can we talk about this? Just trying to understand. Thank you!
See More
Found in Rochester Inbox
Siri Found a Contact
[redacted]
Add

8:34 [redacted]

65

AA **Annie Azarloza** 8/1/24

[redacted]

[redacted]

Hi Team,

This is the email that I'd like to send tomorrow morning to Principals. Let me know your thoughts. Thank you!

Annie

Dear Leadership Team,

I hope everyone is having a wonderful summer and doing whatever brings your heart joy.

I recognize that the human resources division is being run differently than it has run in the past. In my experience, the human

30

resources division is an integral part of a school district because the work of acquiring and retaining highly qualified talent falls on the shoulders of the Director of this division. In fact, one of our focus areas in our strategic plan is exactly that. Therefore, the Human Resources Director's role and responsibilities have changed and I've outlined them below.

Recruitment and Hiring: Leading efforts to attract, recruit, and hire qualified teachers, administrators, and support staff. This includes managing job postings, forming screening panels for SAU admin staff and building principals, and ensuring compliance with hiring procedures and policies.



31

This does not include building level hires. Building principals have full autonomy on who they choose to be part of their hiring panel and who they recommend for nomination (see AP process below). Once a nomination is submitted [redacted] then ensures that the candidate is credentialed, if applicable, and if not, is there a pathway for certification.

For assistant principals, the principal recommends them to the [redacted] sets up a final stage interview with her and [redacted]

Employee Relations: Addressing staff concerns, mediating disputes, and fostering a positive work environment is another facet of the

32

HR Director role [redacted] ensures that workplace policies are followed and handles issues related to employee discipline and grievances. This does not mean [redacted] handles building level discipline and disputes. This solely means that [redacted] an additional layer of support to principals. However, for any egregious act that could potentially put the district at risk, [redacted] be notified immediately (e.g. a staff member found drinking alcohol on campus or an alleged inappropriate relationship with a student). There are many other examples and please err on the side of caution and communicate any [redacted] if unsure.

Professional Development:



33

Professional Development:
Coordinating training and development programs for staff to enhance their skills and support their career growth. This includes our teacher mentoring and induction programs, onboarding, and orientation. Of course, input will be solicited from principals and [redacted] will work [redacted] on this, but HR is accountable for the work.

Policy Implementation:
Developing and enforcing HR policies and procedures in compliance with district, state, and federal regulations. [redacted] that the district's practices align with legal and ethical standards.

Performance Management:






34

Performance Management: Overseeing employee evaluation processes, including performance reviews and evaluations. This does not mean [redacted] has a hand in any of your evaluations. This is solely to ensure that all employees are being evaluated and that a process is being followed to instill equity in terms of professional growth of all our employees.

Compensation and Benefits: Negotiating contracts (with the Superintendent) and ensuring that employees receive appropriate pay and benefits. HR is also part of all union negotiations.

HR Administration: Maintaining accurate and confidential employee records, managing HR-related data, and ensuring

employee records, managing HR-related data, and ensuring compliance with record-keeping requirements.

Strategic Planning: Contributing to the district's strategic planning by aligning HR initiatives with the district's goals and objectives. They work on long-term planning for staffing needs and workforce development.

Compliance and Legal Issues: Ensuring that the district complies with labor laws, employment regulations, and collective bargaining agreements.

In essence, the Director of Human Resources plays a crucial role in ensuring that we have a talented,

well-supported, and motivated workforce to meet our educational goals.

In terms of internal transfers, HR does not initiate transfers. A special education teacher, for example, may need to be transferred to another school in order to be in compliance with IEP service delivery, and that would be [redacted] working with the principals on those transfers. Of course, [redacted] and [redacted] in so that they are aware.

There's a lot to unpack here. I recognize will experience growing pains, which means we may unintentionally overstep, or miss a step, such as looping in others that should be privy to the work. I apologize in advance and ask that

37

should be privy to the work. I apologize in advance and ask that you afford us grace as we iron out the kinks this coming year. We are excited about implementing these changes in the HR department and we are hopeful that this will only enhance our school district on behalf of the children and families that we serve.

I'm happy to connect individually with you or as a group if the team requests greater clarity.

As always, thank you for your hard work and dedication. Can't wait for next Monday to welcome our Maple Street Magnet School scholars on their first day of school!






8:34

7 Messages

65 HR

[redacted] 8/1/24

To: Annie Azarloza >

[redacted]

Annie,

Thank you for putting this in writing. It is very helpful to have your vision articulated in this way. Overall, I support this vision, and I believe it will greatly benefit the district.

There are two areas that I am hoping we might reconsider. One is the staff concerns part. I would think [redacted] notified immediately in the case of, for example, a staff member drinking or an inappropriate relationship with a student as ultimately you (and/or I) will be held accountable for this

39

and must take steps immediately.

The other area is professional development. I am struggling to understand how this doesn't fall to the teaching and learning division. This will be a big change for me and our CIA admin and it will pose challenges as I work to support and implement our instructional vision. I can understand the [redacted] working with [redacted] on this, but I am having trouble understanding why we would put the [redacted] at the lead.

I am hopeful that we can have further discussion about both of these areas before this is set in stone.






40


8:35
7 Messages
65
HR
[redacted]
8/1/24
To: Annie Azarloza >
One more thing - If staff concerns are going directly to the HR director, then that person needs to be the Title IX Coordinator and Human Rights Officer, or we will be violating policy. The name and position of our coordinator/officer will be listed in the policies going to the Board next week, so if I need to change this, please let me know!
See More
Found in Rochester Inbox
[redacted]
8/1/24
To: Annie Azarloza >

41

8:35

7 Messages

65 HR

[redacted] Annie Azarloza 8/1/24

[redacted]

Yes! I agree that for an egregious act they notify [redacted] and then you communicate [redacted] Totally makes sense. For the other piece, we need to get a better handle on this. I'm hearing it's not well defined and how we onboard and develop new teachers is a strategy that schools use to retain staff. I definitely think it's created collaboratively with you, the principals, curriculum coordinators, [redacted] Make sense?

Sent from my iPhone

> On Aug 1, 2024, at 9:33 PM, [redacted]

42

8:35

7 Messages

65 HR

To: Annie Azarloza >

[redacted]

Will CIA directors report [redacted] for PD planning and implementation or do they have a different role with this model? Will [redacted] report to [redacted] so that we are coordinating para and special education required trainings and trainings that she believes are important or does [redacted] determine this now? If so, I would recommend that we are very clear about this change in our communication to principals but that we talk to [redacted] first so that they understand the changes before it goes out to the whole team.

See More

Found in Rochester Sent Mail...

43

8:35

7 Messages

65

HR

AA **Annie Azarloza** [redacted] 8/2/24

[redacted]

I understand this is a new way of looking at things. This is not about PD. [redacted]deciding what PD teachers get in the induction program. She is simply making sure we have this place to grow teachers and retain them. Don't look at it like who's reporting to who. Those are reporting structures and those are constant. Look at it like everyone is working together to make sure we set up teachers for success.

The Darci model doesn't change reporting structures — it communicates who is responsible for what, who needs to be consulted on the project for input

44

consulted on the project for input, who is accountable to make sure that it gets done. If [redacted] is the A in Darci, that does not mean [redacted] the boss or that [redacted] gets to decide what is included in teacher's professional learning series when they are hired. It simply means that I will be holding [redacted] accountable to make sure it gets done because this is a retention strategy.

Does that make it a little clearer? I think we need to do a little more professional learning on DARCI because you might be thinking that there's a hierarchy built in, but there isn't. It's a group working together on a project with clear roles.

Sent from my iPhone

45

[redacted]

--

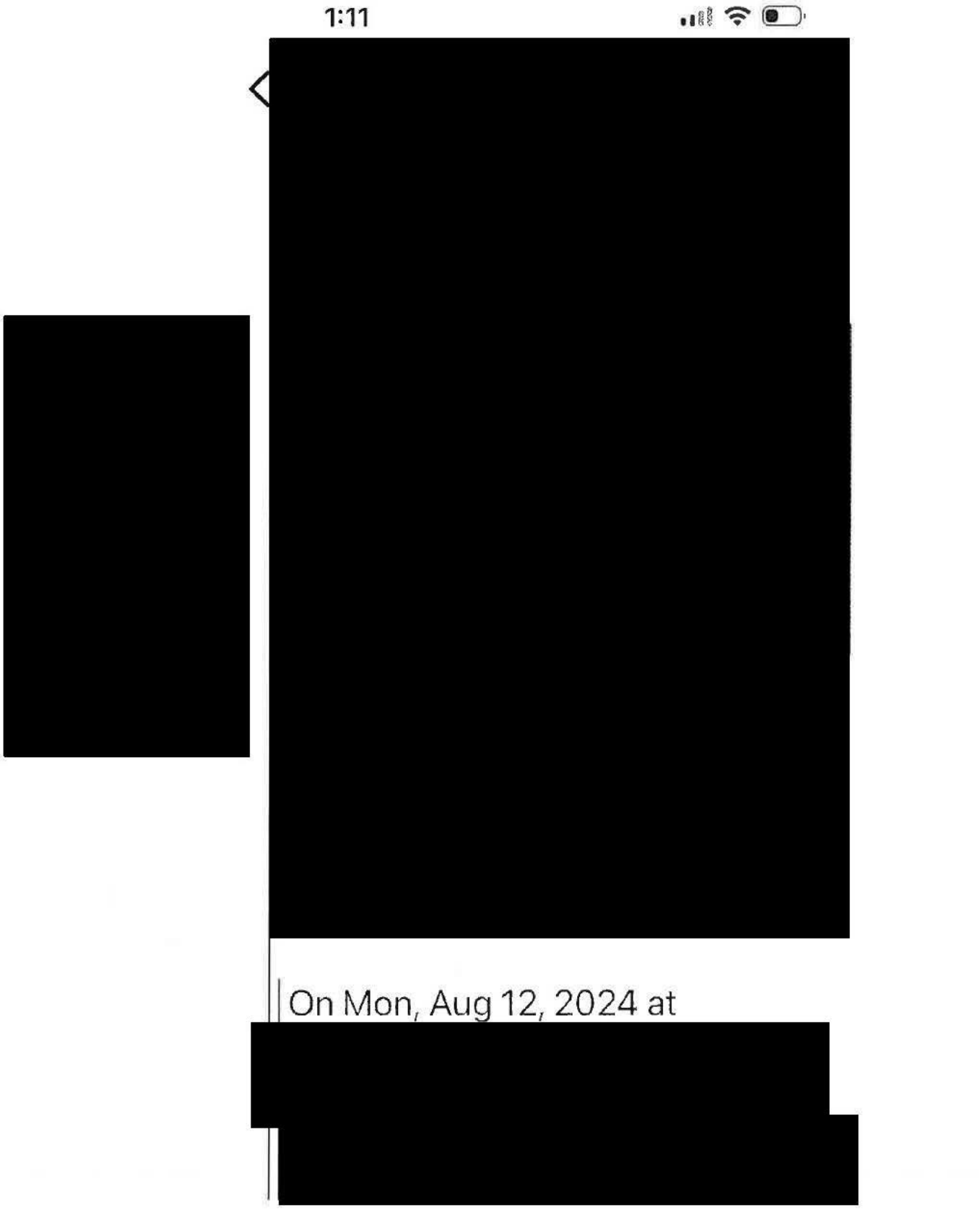
Annie Azarloza
Superintendent of Schools
Rochester School District
150 Wakefield Street, Second Floor
Rochester, New Hampshire



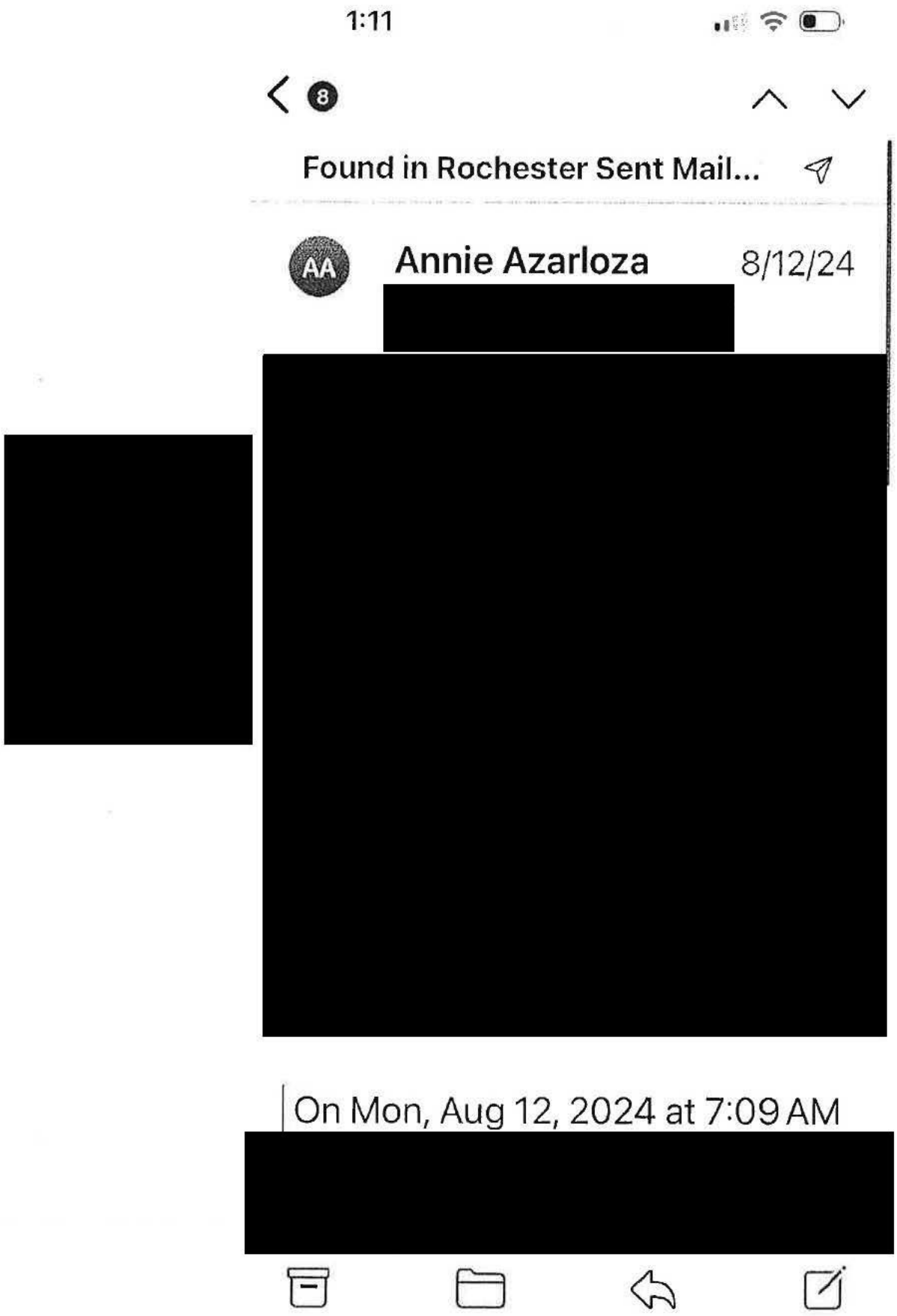
46



47



48


1:11
8
Found in Rochester Sent Mail...
AA
Annie Azarloza
8/12/24
[redacted]
[redacted]
[redacted]
[redacted]
On Mon, Aug 12, 2024 at 7:09 AM
[redacted]

49

8:44

3 Messages

65 [redacted]

Found in Rochester Sent Mail...

AA **Annie Azarloza** 8/14/24

[redacted]

[redacted]

Let's find some time today to talk about what happened [redacted]. I had more time to process last night. We're still doing it because that ship has sailed, but the way it sailed still doesn't sit well with me. [redacted] Think about the DARCI model. "I thought you were going to talk to him." "Oh no, I thought you were!" This will serve as a learning opportunity that cost us all some social capital.

[redacted]

Sent from my iPhone

50

8:44

65 3 Messages

[redacted] 8/14/24

[redacted] To: Annie Azarloza >

[redacted]

Re: [redacted]

I don't think it sits well with anyone. [redacted] Should I ask [redacted] to hold on that conversation?

See More

Found in Rochester Sent Mail...

AA **Annie Azarloza** 8/14/24

[redacted]

Let's find some time today to talk about what happened [redacted]. I had more time to process last night. We're still doing it because

51

8:44

65 3 Messages

Found in Rochester Sent Mail...

AA **Annie Azarloza** 8/14/24 [redacted]

[redacted]

Re: ACT

Yes, let's have [redacted]hold off. [redacted] [redacted] We own this. Let's chat this morning. I have a plan.

Sent from my iPhone

On Aug 14, 2024, at 5:55 AM, [redacted]

See More

Found in Rochester Inbox

52

1:12

Found in Rochester Sent Mail...

AA **Annie Azarloza** 8/17/24

[redacted]

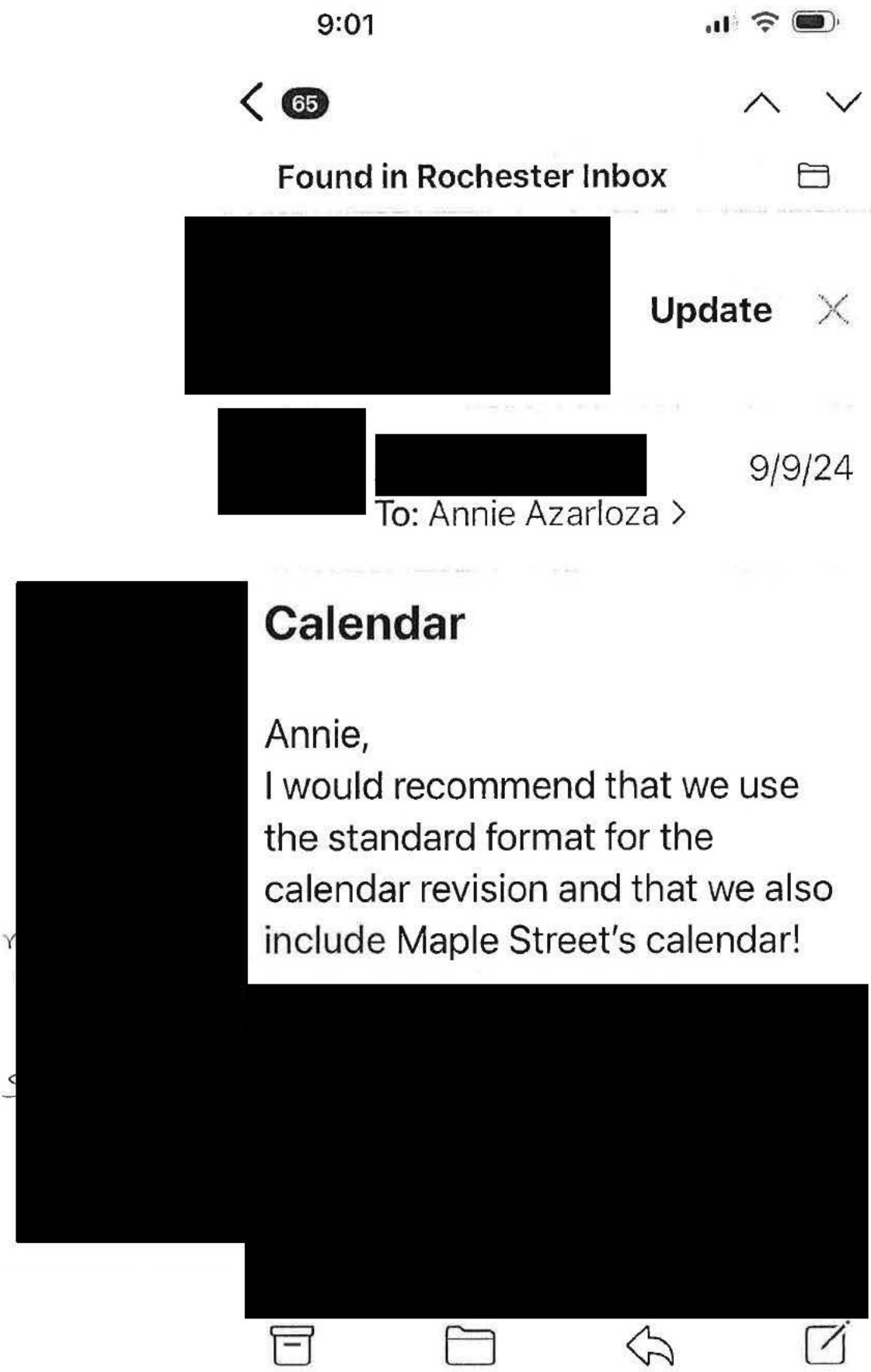
Sent from my iPhone

Begin forwarded message:

[redacted]

Date: August 17, 2024 at

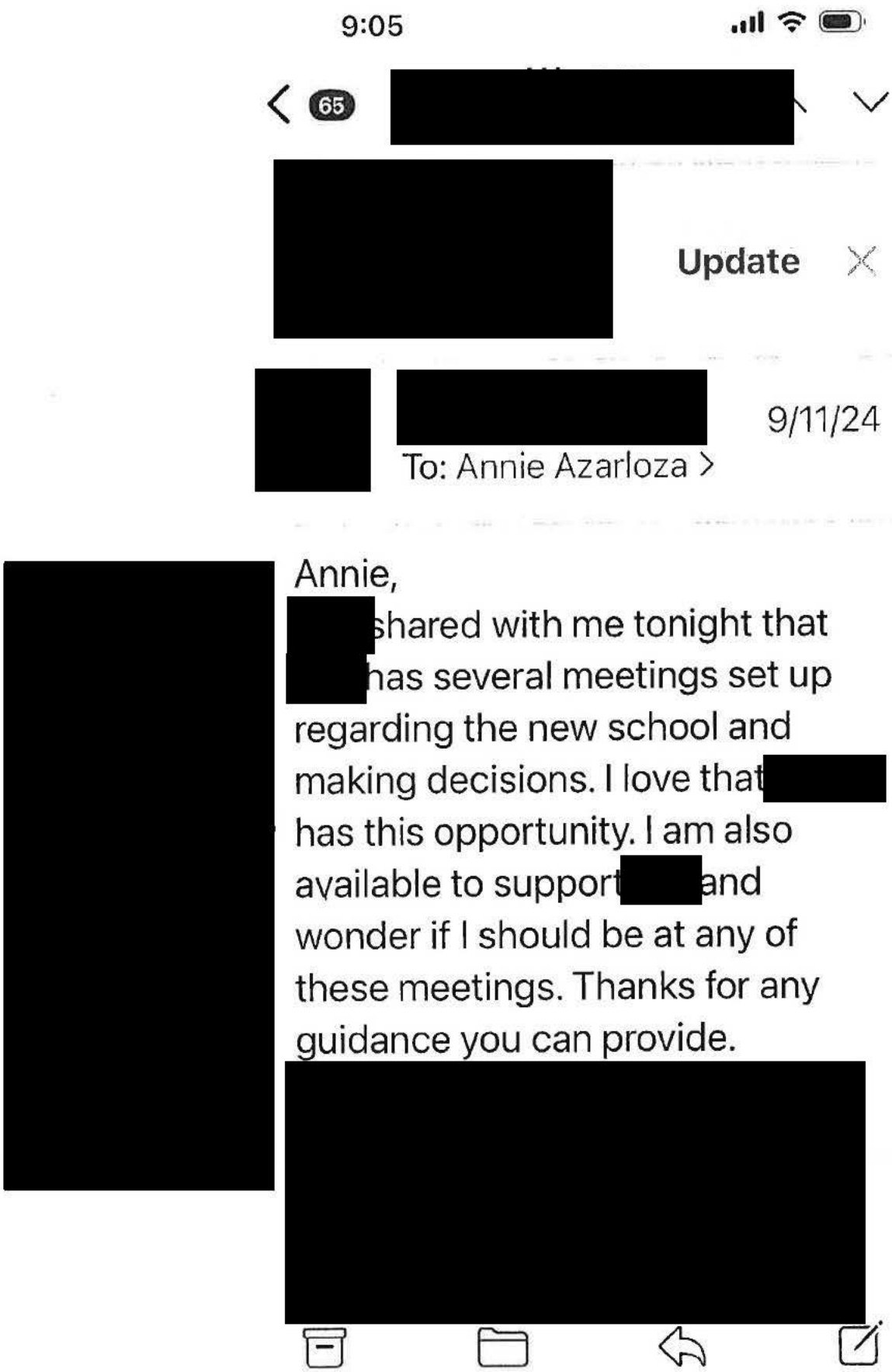
53


9:01
65
Found in Rochester Inbox
[redacted]
Update
[redacted]
[redacted]
9/9/24
To: Annie Azarloza >
[redacted]
Calendar
Annie,
I would recommend that we use the standard format for the calendar revision and that we also include Maple Street's calendar!
[redacted]

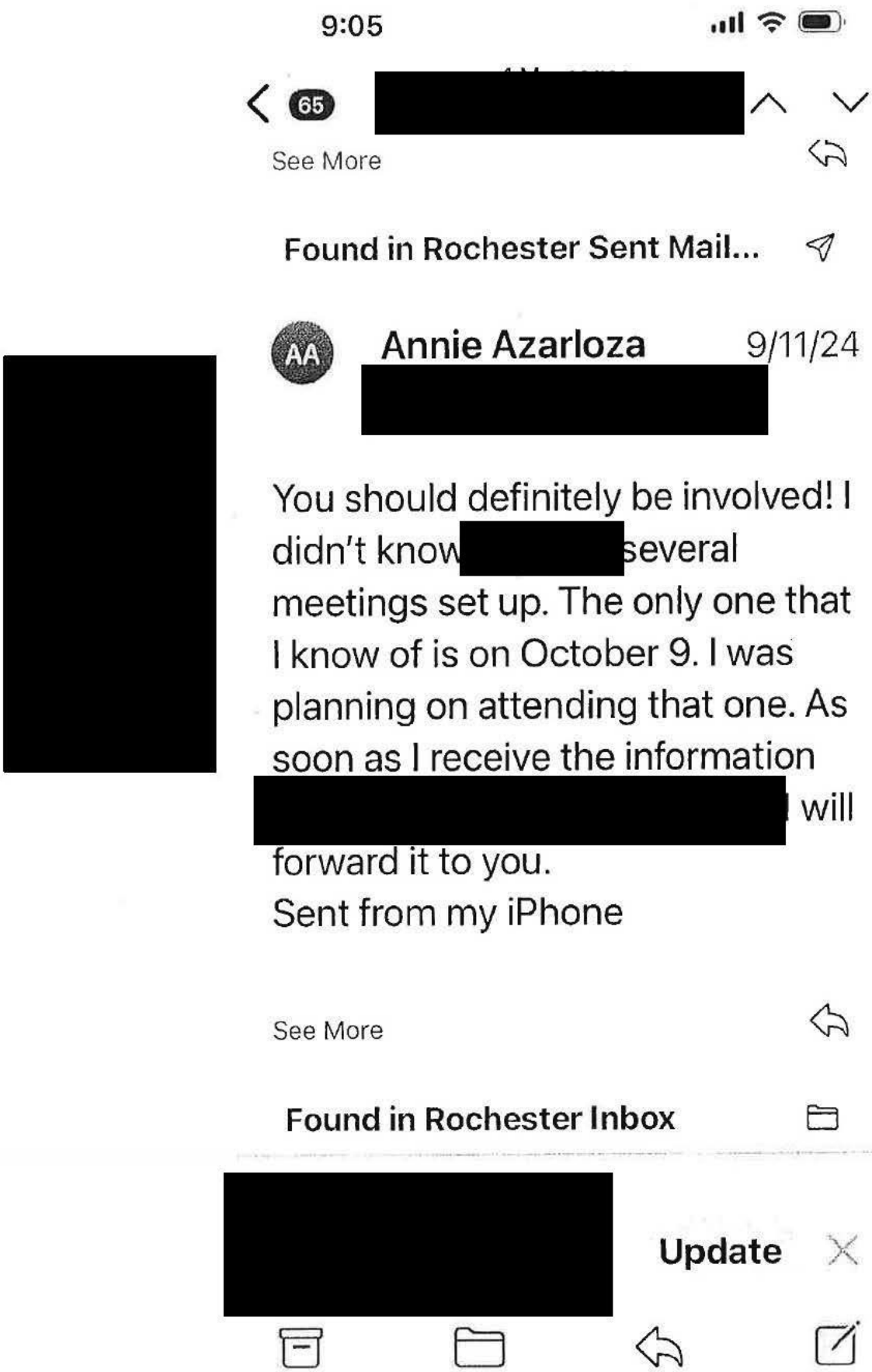
54

RSD 0228

2


9:05
65
[redacted]
Update
[redacted]
9/11/24
To: Annie Azarloza >
Annie,
shared with me tonight that
has several meetings set up regarding the new school and making decisions. I love that
has this opportunity. I am also available to support
and wonder if I should be at any of these meetings. Thanks for any guidance you can provide.
[redacted]

55


9:05

65 [redacted]

See More

Found in Rochester Sent Mail...

AA **Annie Azarloza** 9/11/24 [redacted]

[redacted]

You should definitely be involved! I didn't know [redacted] several meetings set up. The only one that I know of is on October 9. I was planning on attending that one. As soon as I receive the information [redacted] will forward it to you.
Sent from my iPhone

See More

Found in Rochester Inbox

[redacted] **Update**

56

9:11

6 Messages

65 **Snake Update**

[redacted] 9/26/24

[redacted]

Good Afternoon,

I wanted to give you both an update on the snake at [redacted] I met with [redacted] this afternoon to gather more information about the history of the snake and precautions they have in place [redacted] had reviewed our school board policy with the previous superintendent who had classified this snake as a pet and not a wild or exotic animal. The owner takes the snake to the vet prior to the school year in accordance with the policy and also has his information posted on or near the cage. The cage is apparently quite difficult to open

57

9:11

6 Messages

65 Snake Update

apparently quite difficult to open, and the plan after yesterday is to never have the snake out of the cage while students are present.

[redacted] both know that there is a possibility that the snake will need to head home after the incident yesterday. I was prepared to confirm that today, but I paused on this because I wanted to share this information with both of you first. Please let me know your thoughts and if this changes the direction that we want to go.

Thank you!

[redacted]

58

9:11

6 Messages

65 Snake Update

AA **Annie Azarloza** 9/26/24 [redacted]

[redacted]

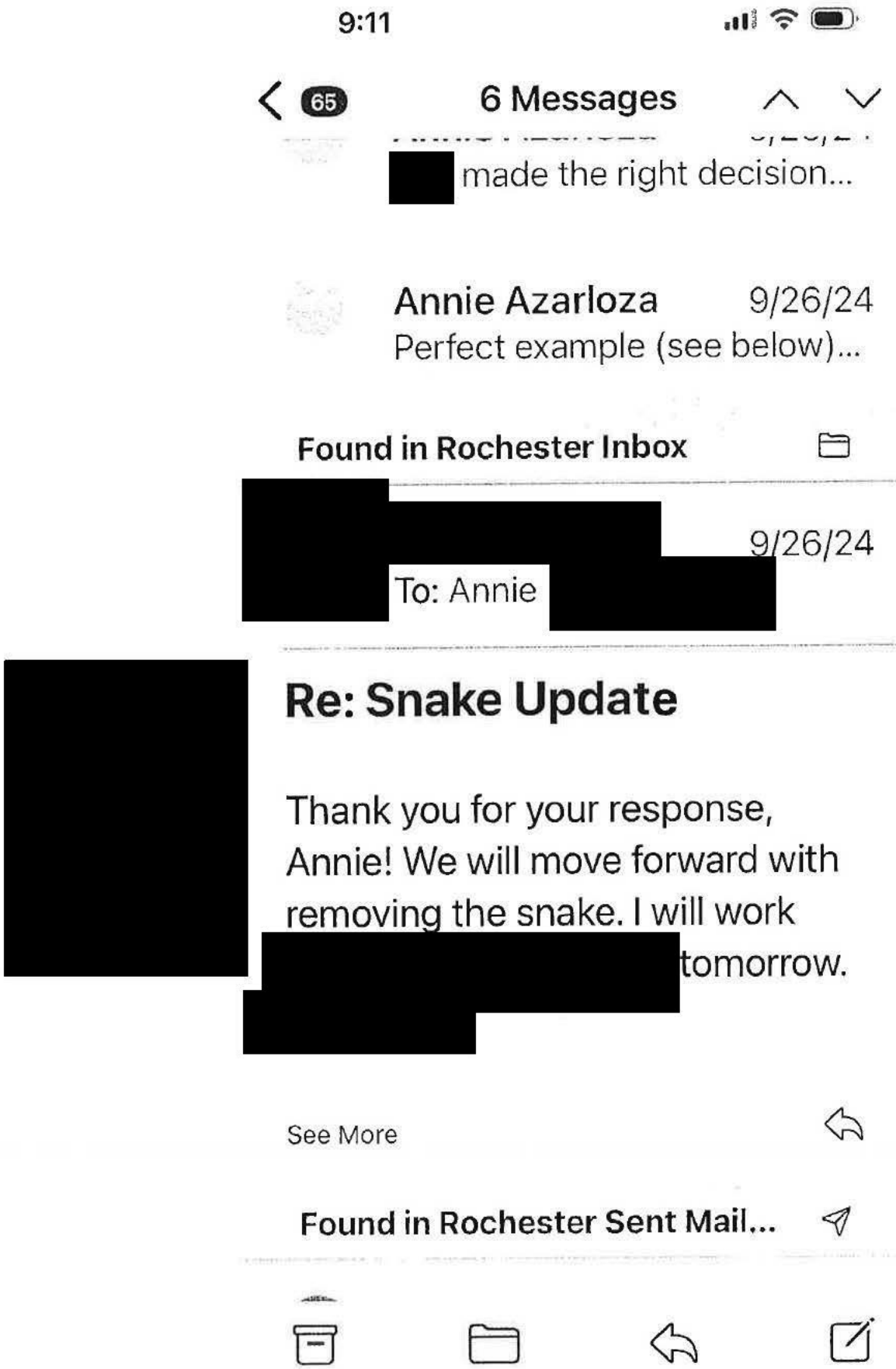
Hi [redacted]

Thanks for the update. I understand the previous superintendent allowed it and also understand how it can be considered potentially a pet as opposed to an exotic or wild animal. Given what we learned, which is that the snake bit a student, and what we spoke about today, which is, what if a worst case scenario occurs, what do you believe we should do?

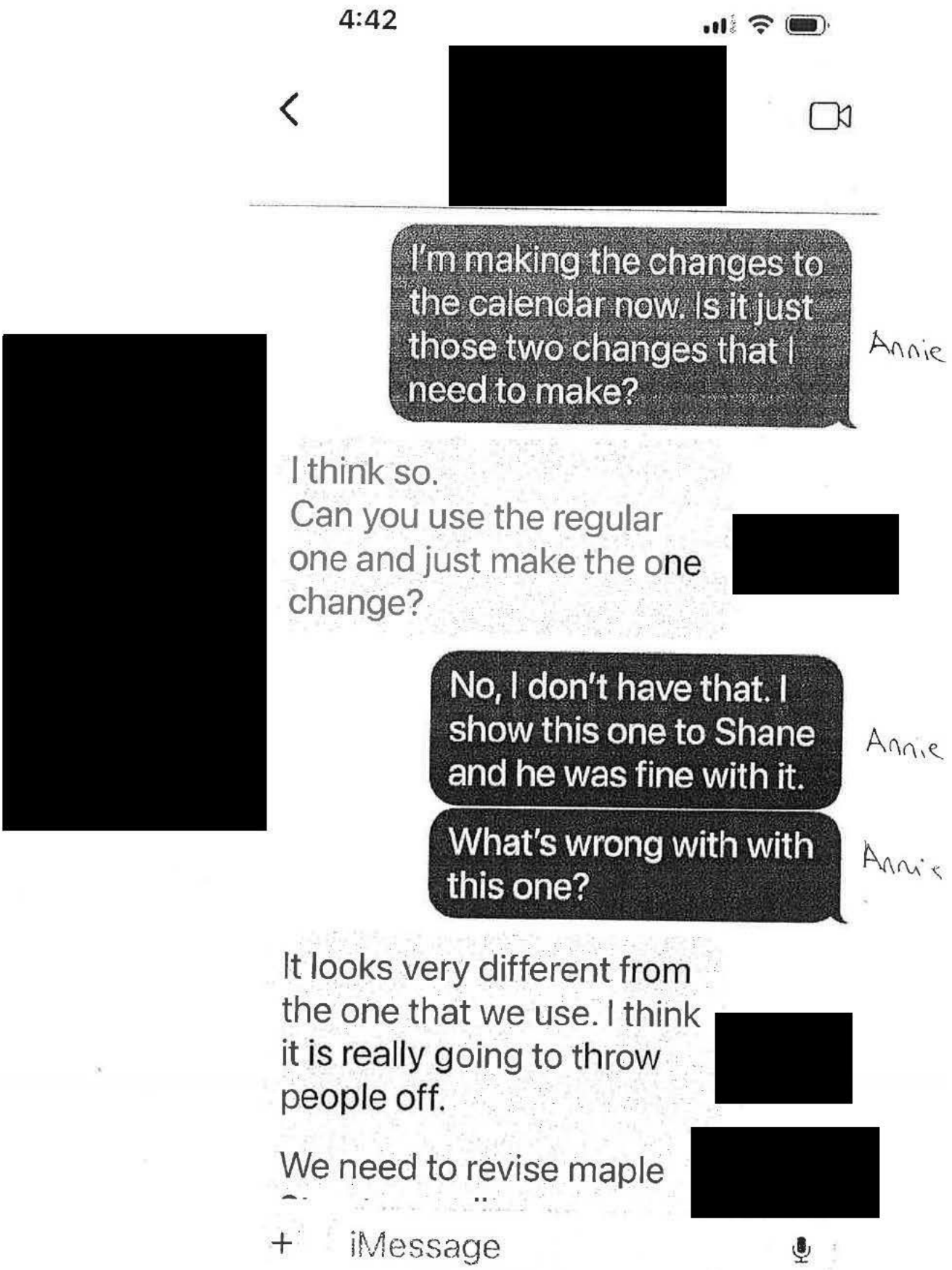
Annie

On Thu, Sep 26, 2024 at 4:22 PM [redacted]

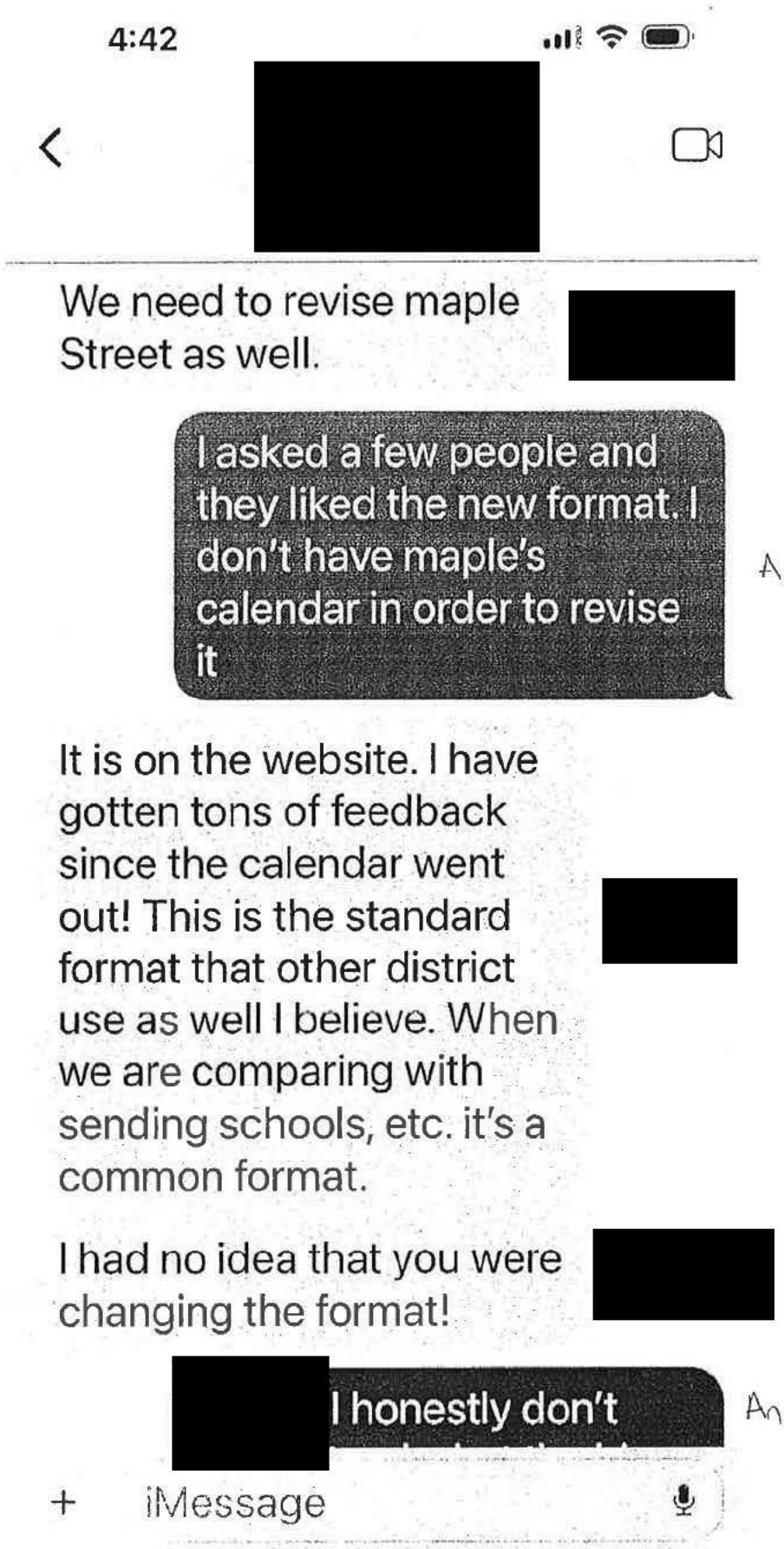
59


9:11
65
6 Messages
[redacted] made the right decision...
Annie Azarloza 9/26/24
Perfect example (see below)...
Found in Rochester Inbox
[redacted] 9/26/24
To: Annie [redacted]
[redacted]
Re: Snake Update
Thank you for your response, Annie! We will move forward with removing the snake. I will work [redacted] tomorrow.
See More
Found in Rochester Sent Mail...

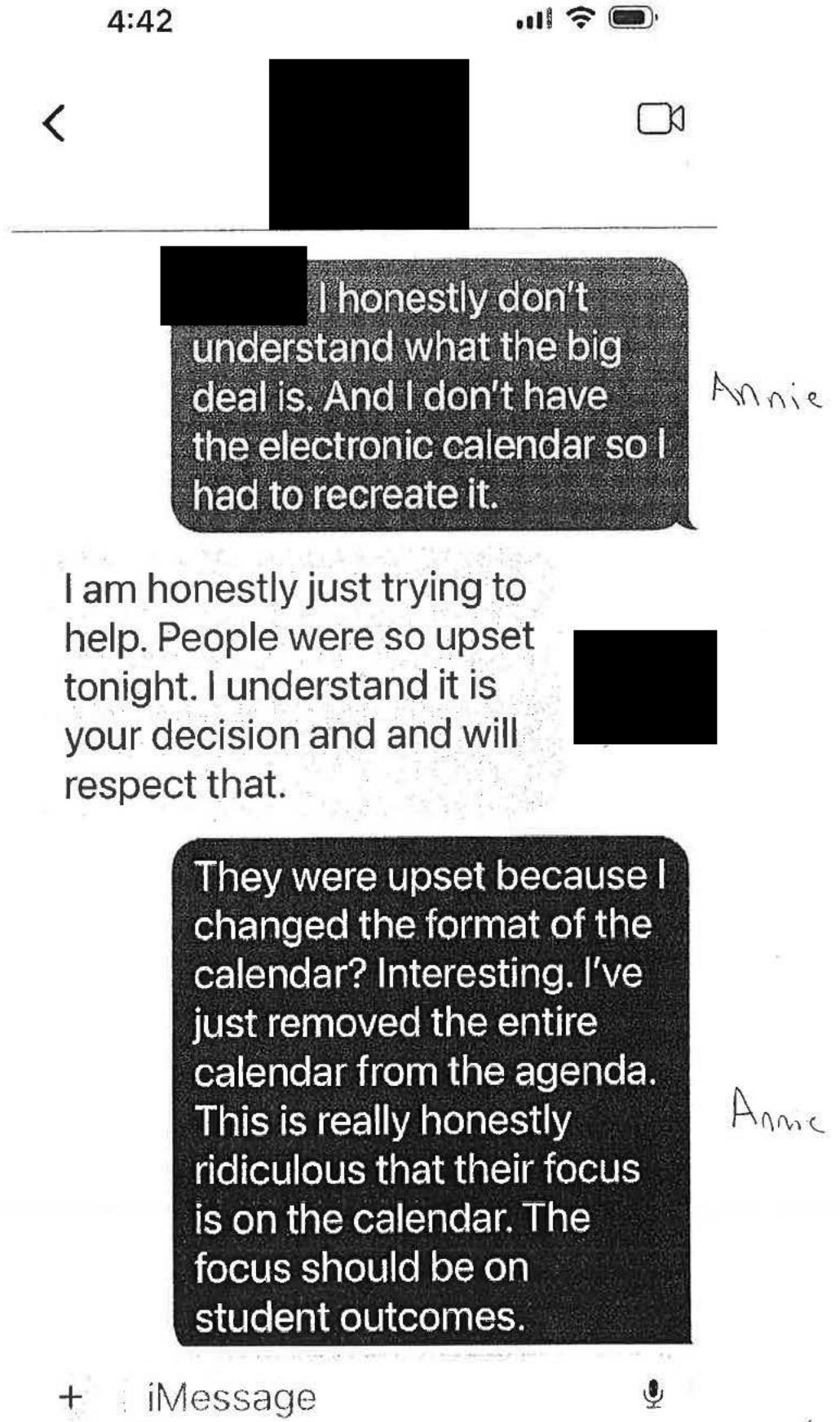
60


4:42
I'm making the changes to the calendar now. Is it just those two changes that I need to make?
Annie
I think so.
Can you use the regular one and just make the one change?
No, I don't have that. I show this one to Shane and he was fine with it.
Annie
What's wrong with with this one?
Annie
It looks very different from the one that we use. I think it is really going to throw people off.
We need to revise maple
iMessage

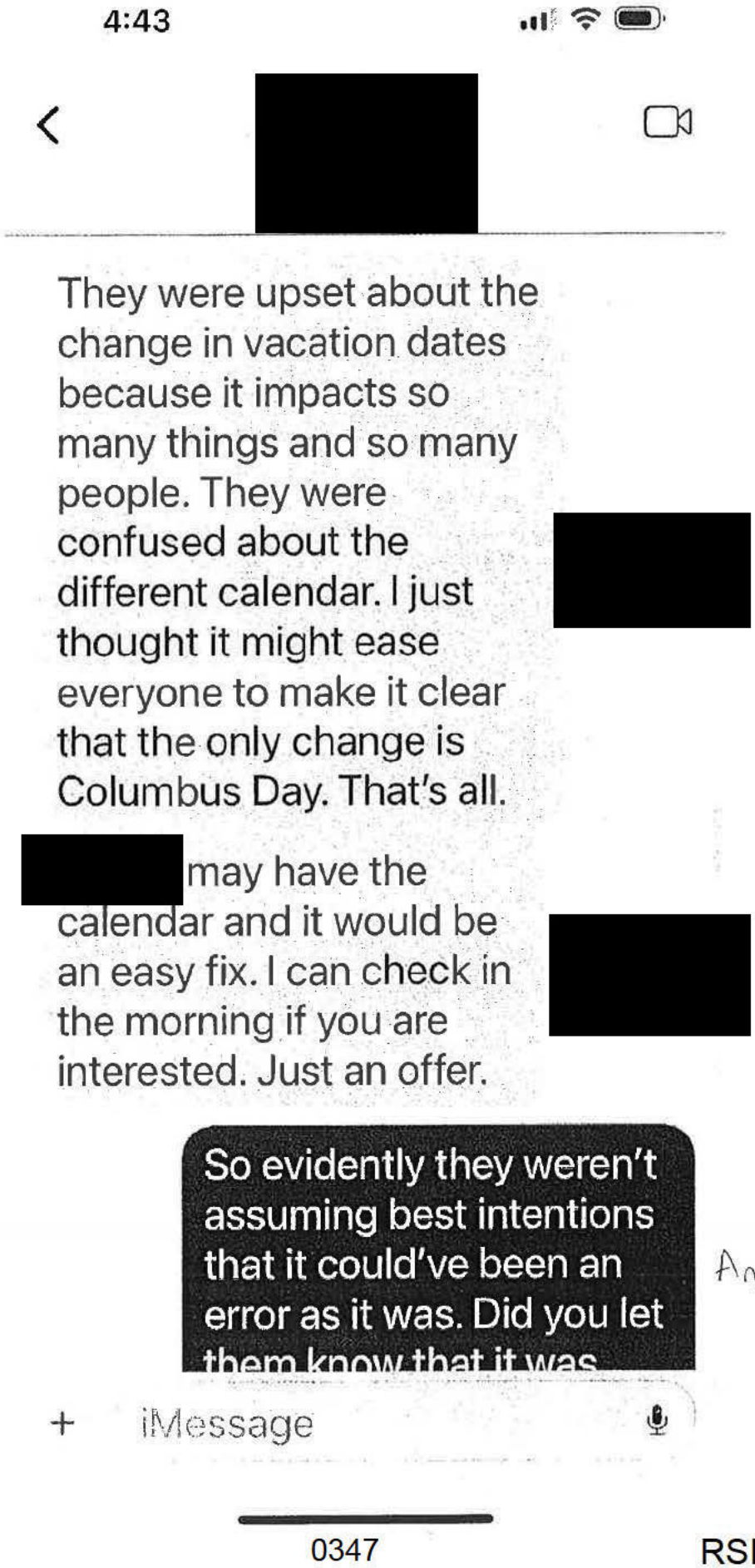
61

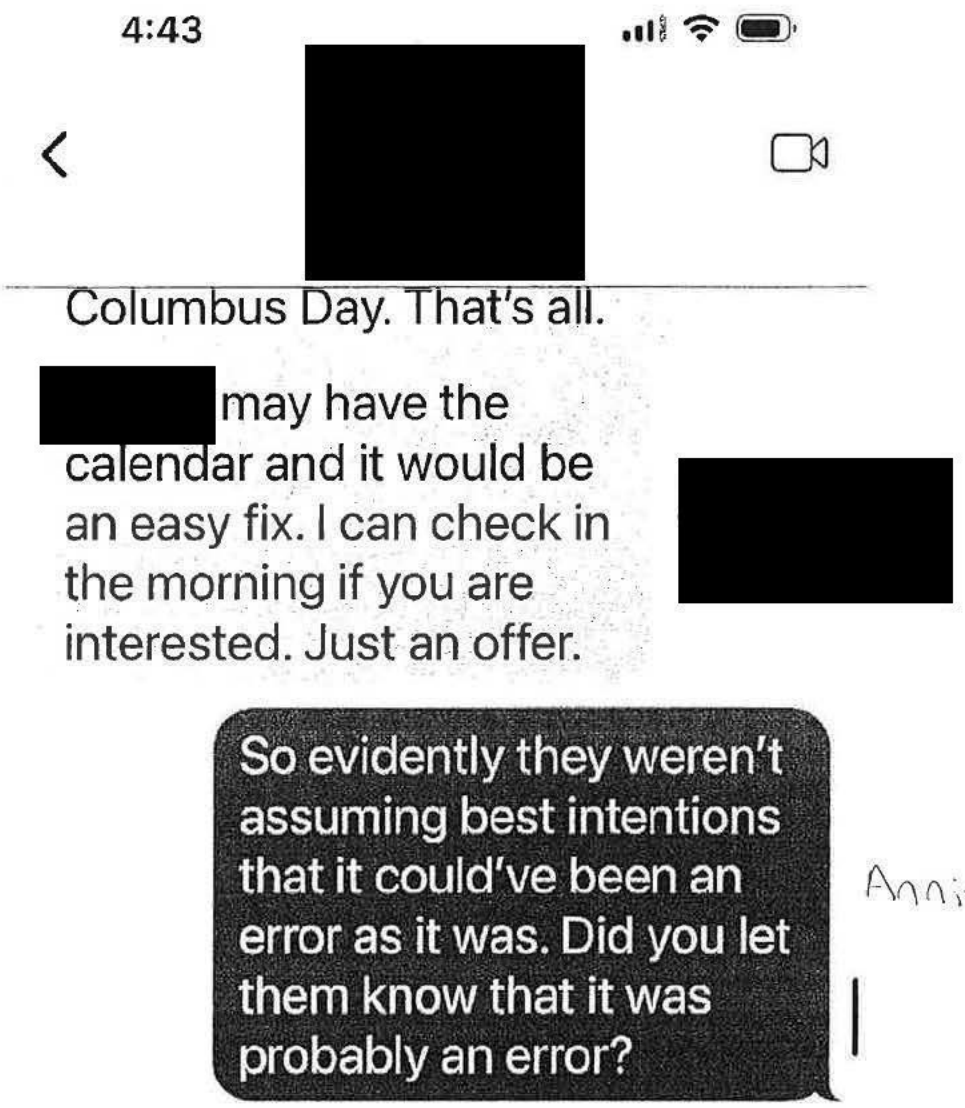

4:42
[redacted]
We need to revise maple Street as well.
[redacted]
I asked a few people and they liked the new format. I don't have maple's calendar in order to revise it
Annie
It is on the website. I have gotten tons of feedback since the calendar went out! This is the standard format that other district use as well I believe. When we are comparing with sending schools, etc. it's a common format.
[redacted]
I had no idea that you were changing the format!
[redacted]
[redacted] I honestly don't
Annie
+ iMessage

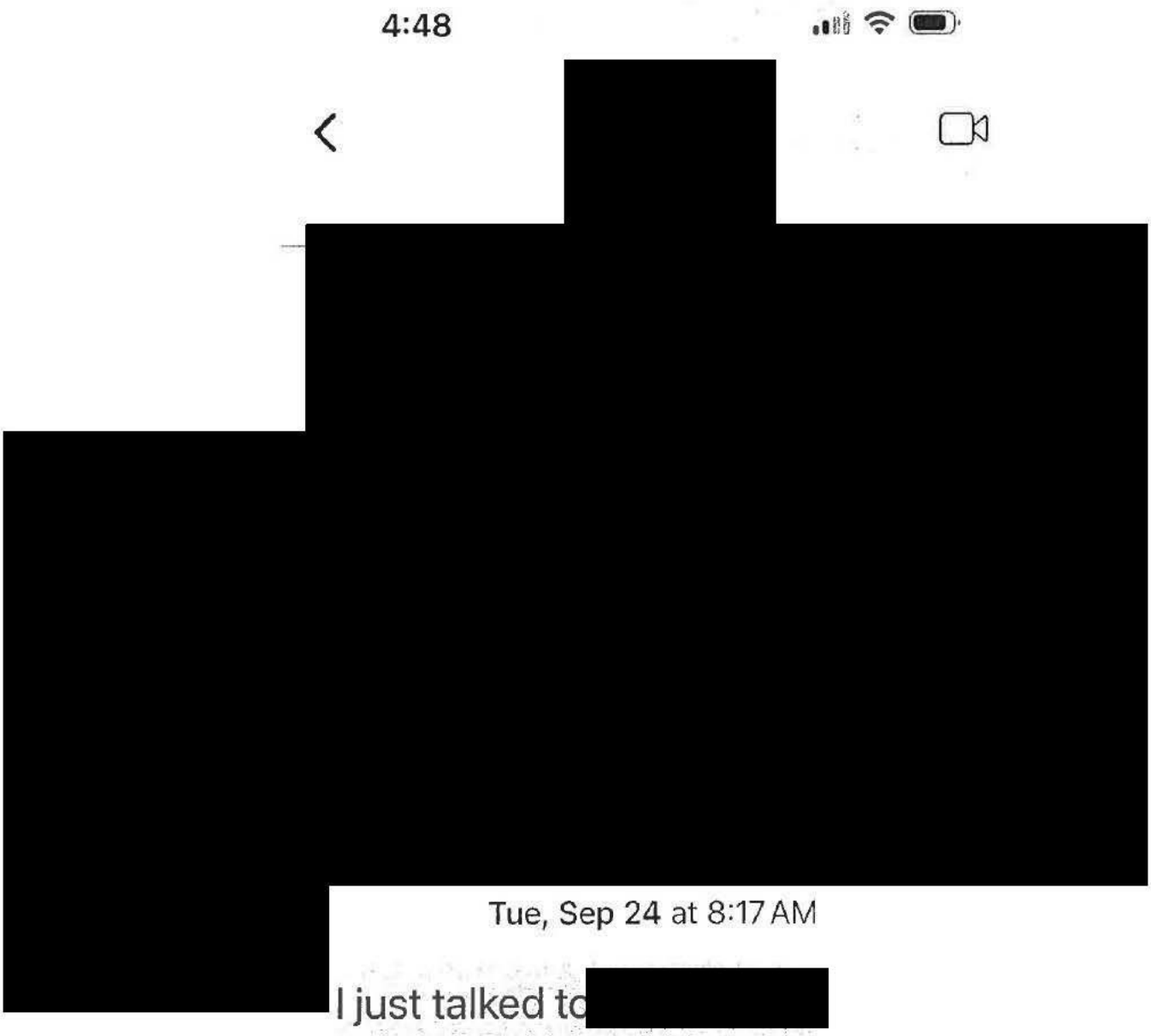
62


4:42
[redacted]
[redacted] I honestly don't understand what the big deal is. And I don't have the electronic calendar so I had to recreate it.
Annie
I am honestly just trying to help. People were so upset tonight. I understand it is your decision and and will respect that.
[redacted]
They were upset because I changed the format of the calendar? Interesting. I've just removed the entire calendar from the agenda. This is really honestly ridiculous that their focus is on the calendar. The focus should be on student outcomes.
Anne
+ iMessage

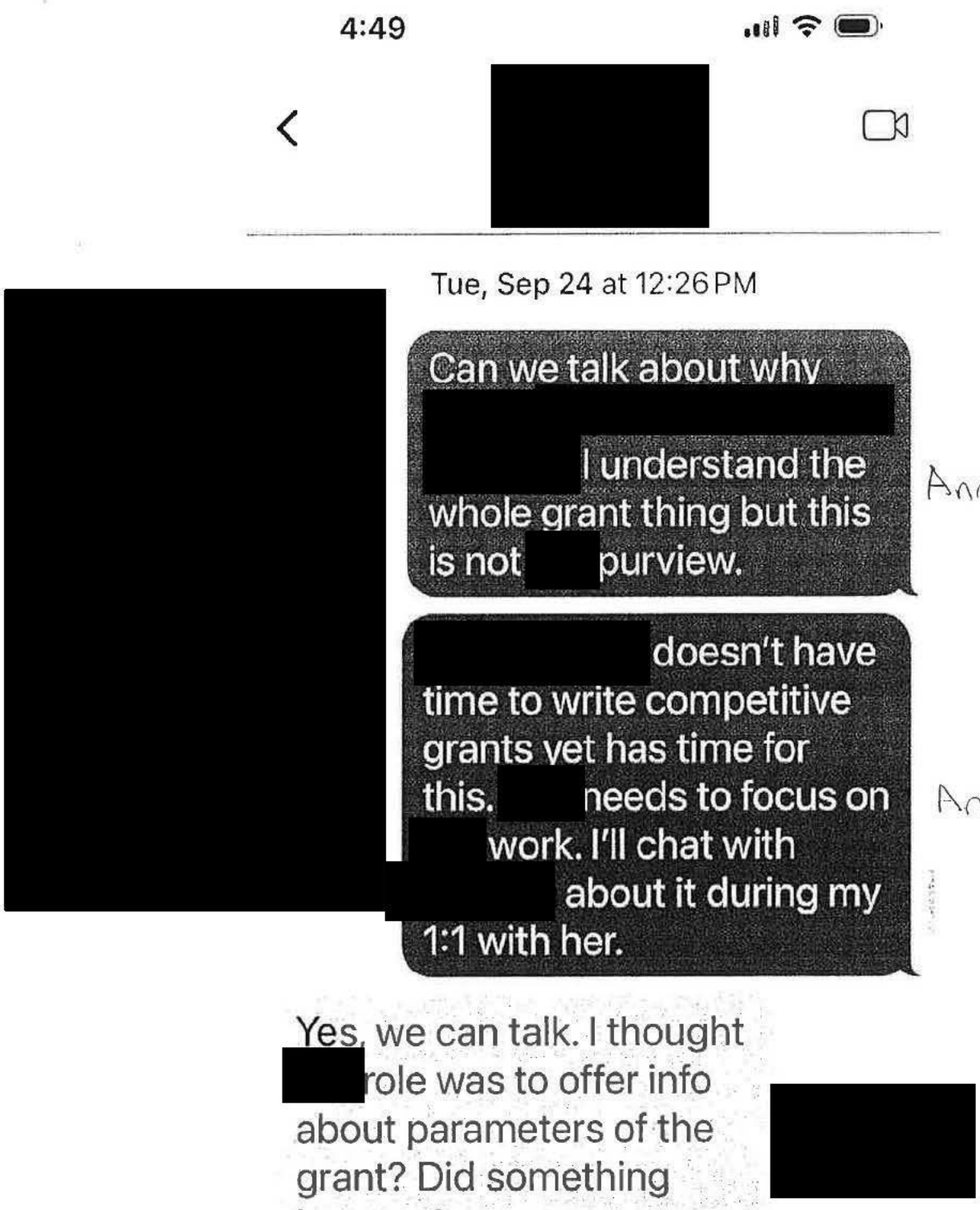
63


4:43
They were upset about the change in vacation dates because it impacts so many things and so many people. They were confused about the different calendar. I just thought it might ease everyone to make it clear that the only change is Columbus Day. That's all.
may have the calendar and it would be an easy fix. I can check in the morning if you are interested. Just an offer.
So evidently they weren't assuming best intentions that it could've been an error as it was. Did you let them know that it was
Annie
iMessage
64

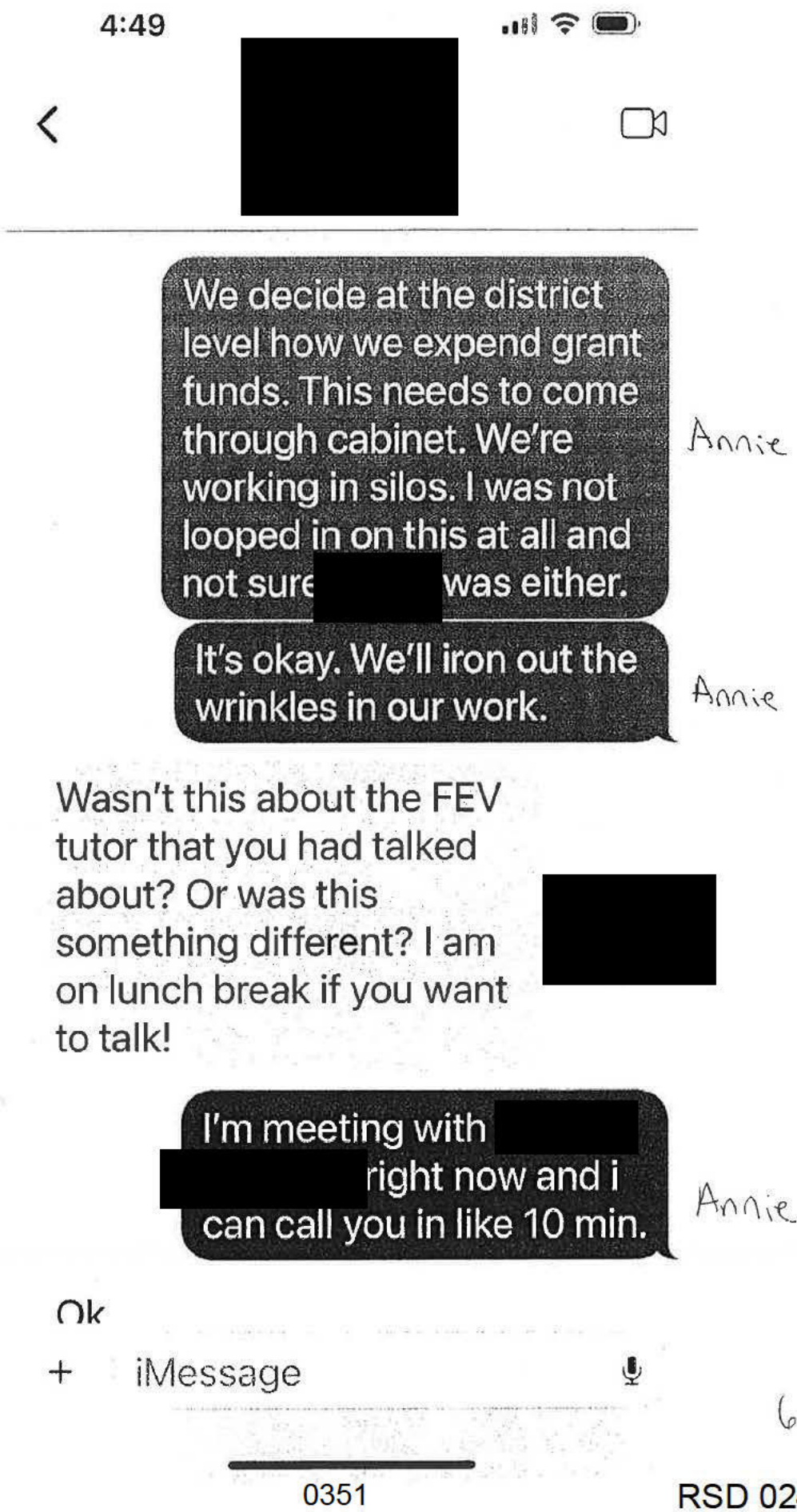

4:43
Columbus Day. That's all.
[redacted] may have the calendar and it would be an easy fix. I can check in the morning if you are interested. Just an offer.
[redacted]
So evidently they weren't assuming best intentions that it could've been an error as it was. Did you let them know that it was probably an error?
Annie
I told them that it was an error. I think they were confused because the agenda item was calendar revision or something like that
[redacted]
Tue, Sep 10 at 5:05 AM
+ iMessage


4:48
Tue, Sep 24 at 8:17 AM
I just talked to
Do you need anything from me?
No thanks.
I've notified cabinet and will notify the board.
iMessage

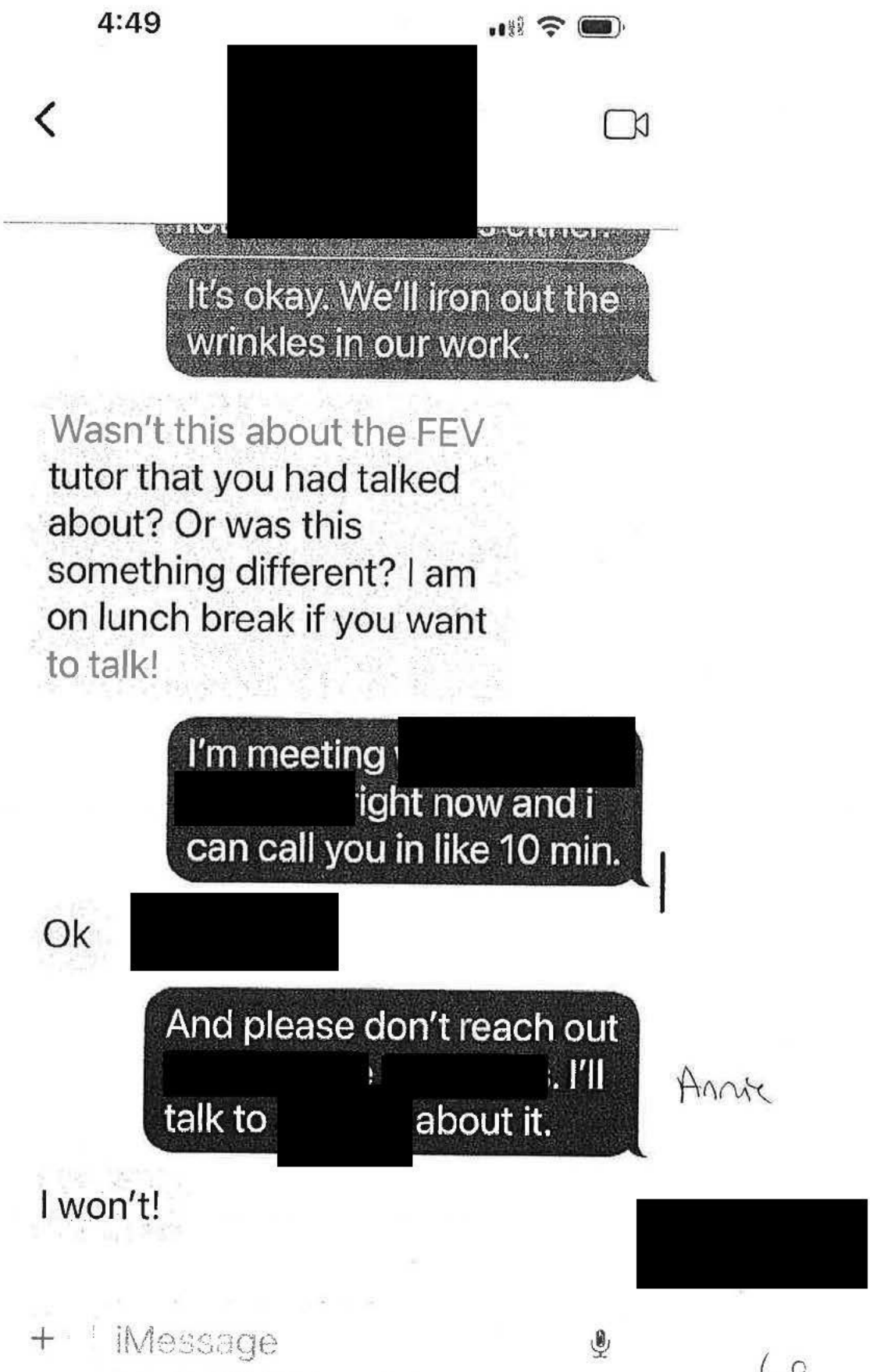
66


4:49
Tue, Sep 24 at 12:26 PM
Can we talk about why
I understand the whole grant thing but this is not purview.
Annie
doesn't have time to write competitive grants vet has time for this. needs to focus on work. I'll chat with about it during my 1:1 with her.
Annie
Yes, we can talk. I thought role was to offer info about parameters of the grant? Did something happen?
We decide at the district
+ iMessage

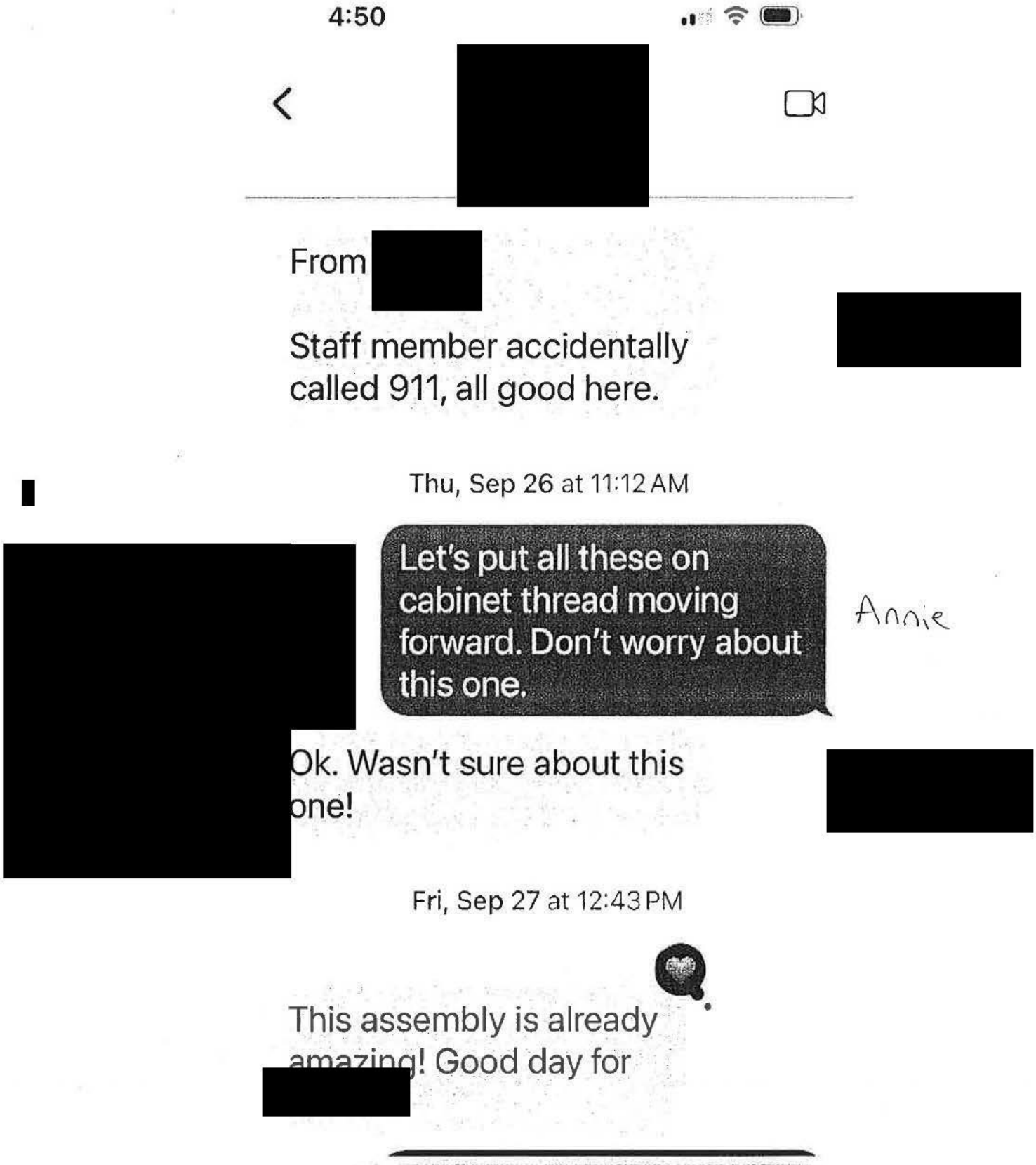
67


4:49
[redacted]
We decide at the district level how we expend grant funds. This needs to come through cabinet. We're working in silos. I was not looped in on this at all and not sure [redacted] was either.
Annie
It's okay. We'll iron out the wrinkles in our work.
Annie
Wasn't this about the FEV tutor that you had talked about? Or was this something different? I am on lunch break if you want to talk!
[redacted]
I'm meeting with [redacted] right now and i can call you in like 10 min.
Annie
Ok
+ iMessage

68


4:49
[redacted]
It's okay. We'll iron out the wrinkles in our work.
Wasn't this about the FEV tutor that you had talked about? Or was this something different? I am on lunch break if you want to talk!
I'm meeting [redacted] ight now and i can call you in like 10 min.
Ok [redacted]
And please don't reach out [redacted]. I'll talk to [redacted] about it.
Annie
I won't!
[redacted]
iMessage

69


4:50
From
Staff member accidentally called 911, all good here.
Thu, Sep 26 at 11:12 AM
Let's put all these on cabinet thread moving forward. Don't worry about this one.
Annie
Ok. Wasn't sure about this one!
Fri, Sep 27 at 12:43 PM
This assembly is already amazing! Good day for
iMessage

70

9:14

4 Messages

65 Central Office

[redacted] 9/28/24

To: Annie Azarloza >

[redacted]

Good Morning Annie,

I don't know if you heard, but it sounds like front desk coverage had some challenges yesterday. Would it be possible to reconsider using the signup method for coverage that we used last year? Maybe this is something to discuss with cabinet, but I wanted to bring it to you first.

[redacted]

Also, thank you for letting me know that staff brought concerns [redacted] about last year's central office potlucks. I would like to reach out [redacted] to learn more about what the concerns were. This was something that I initiated last year

71

[redacted]

the concerns were. This was something that I initiated last year as a way to bring the central office staff together, and [redacted] and others did the work to make them happen. We received overwhelming feedback that these were positive events that met the goal of creating community and opportunities for people to get to know each other better. They were intended to be low stress and totally optional. We never saw any indication of concern. It has really been bothering me to know that staff members have brought forward concerns [redacted] and I'm sure you can tell that it is really bothering me that I am no longer able to take the lead on this. In order to learn from this, I would like to get the feedback directly from

9:15

4 Messages

65 Central Office

able to take the lead on this. In order to learn from this, I would like to get the feedback directly from [redacted] so that I can understand better where the disconnect was and how I can do better in future endeavors.

I hope the Gonic picnic was great, and I hope you have a good weekend!

[redacted]

--

[redacted]

73

9:15

4 Messages

65 Central Office

AA **Annie Azarloza** 9/28/24 [redacted]

[redacted] Hi [redacted]

The only issue that I was made aware of yesterday was lunch coverage, which we got covered. I did [redacted] know that I would be developing that depth chart that we decided we would use. I can have it in place by Monday.

As far as the potluck, a couple of things. First, I didn't know it was something [redacted] had started last year. When [redacted] reminded me that we had talked about [redacted] taking the lead on the potluck, I immediately agreed. But then [redacted] suggested that it should come for me. So I have to say [redacted] 'm a

74

little confused.

This may be a case of intent versus impact. Don't take it personal that some may have felt pressured to make something when they didn't have to or be a part of something that they felt they didn't have time for.

While I understand that you want to connect [redacted] on this, I need you to step back from this. Let HR take the lead on this to ensure that we are not putting undue stress on our staff with a monthly event that for most is absolutely welcomed, I'm sure, but maybe for others it takes takes time, money, and energy. Intent vs. Impact. We will be okay, [redacted] rust my approach, please.






9:15

4 Messages

65 **Central Office**

[redacted] 9/28/24

To: Annie Azarloza >

[redacted]

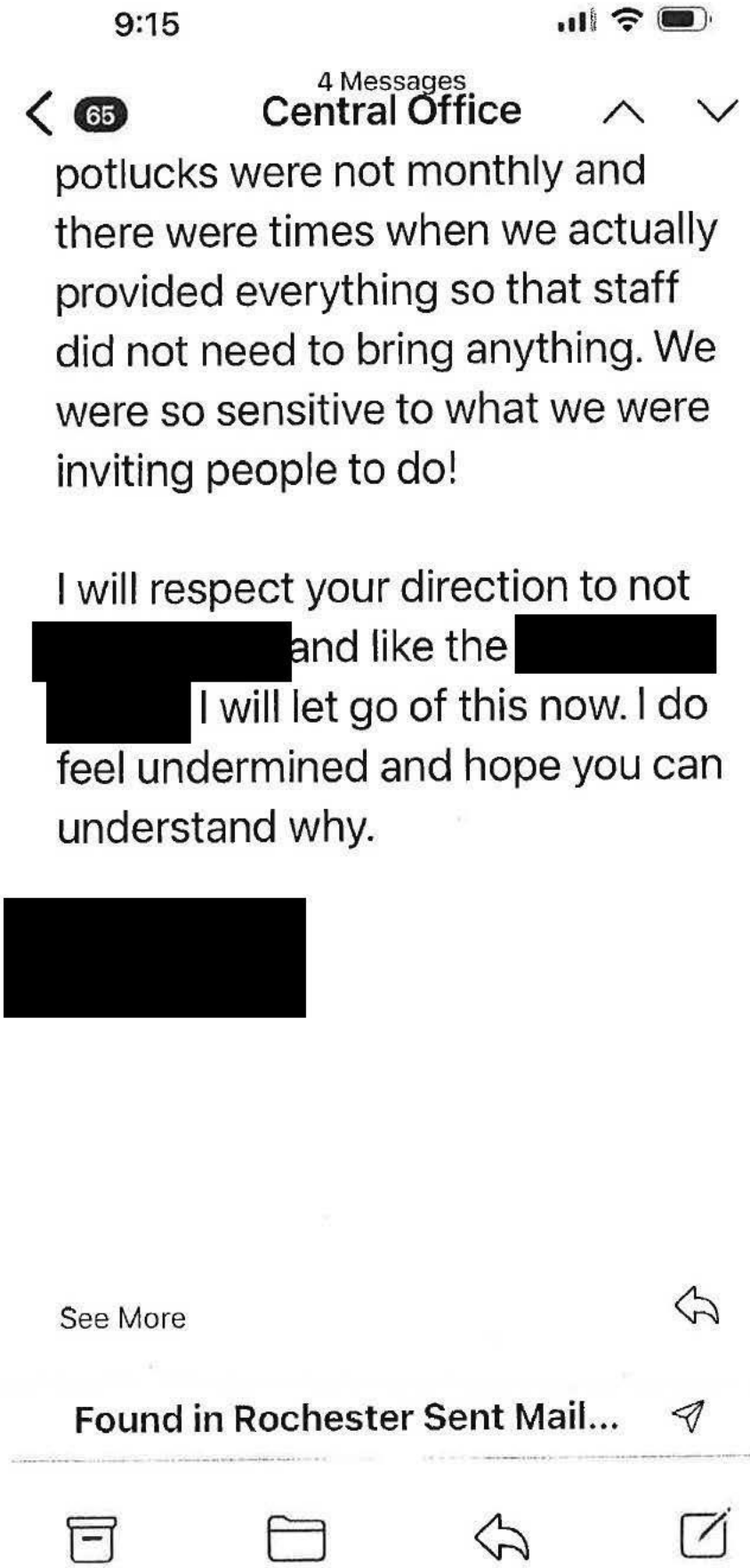
Annie,

I did see value in you sending that first email as we had talked about your goal to connect with the staff. I truly thought that it would be back to me/us after that. I apologize if that was unclear.

I also just want to clarify that the potlucks were not monthly and there were times when we actually provided everything so that staff did not need to bring anything. We were so sensitive to what we were inviting people to do!

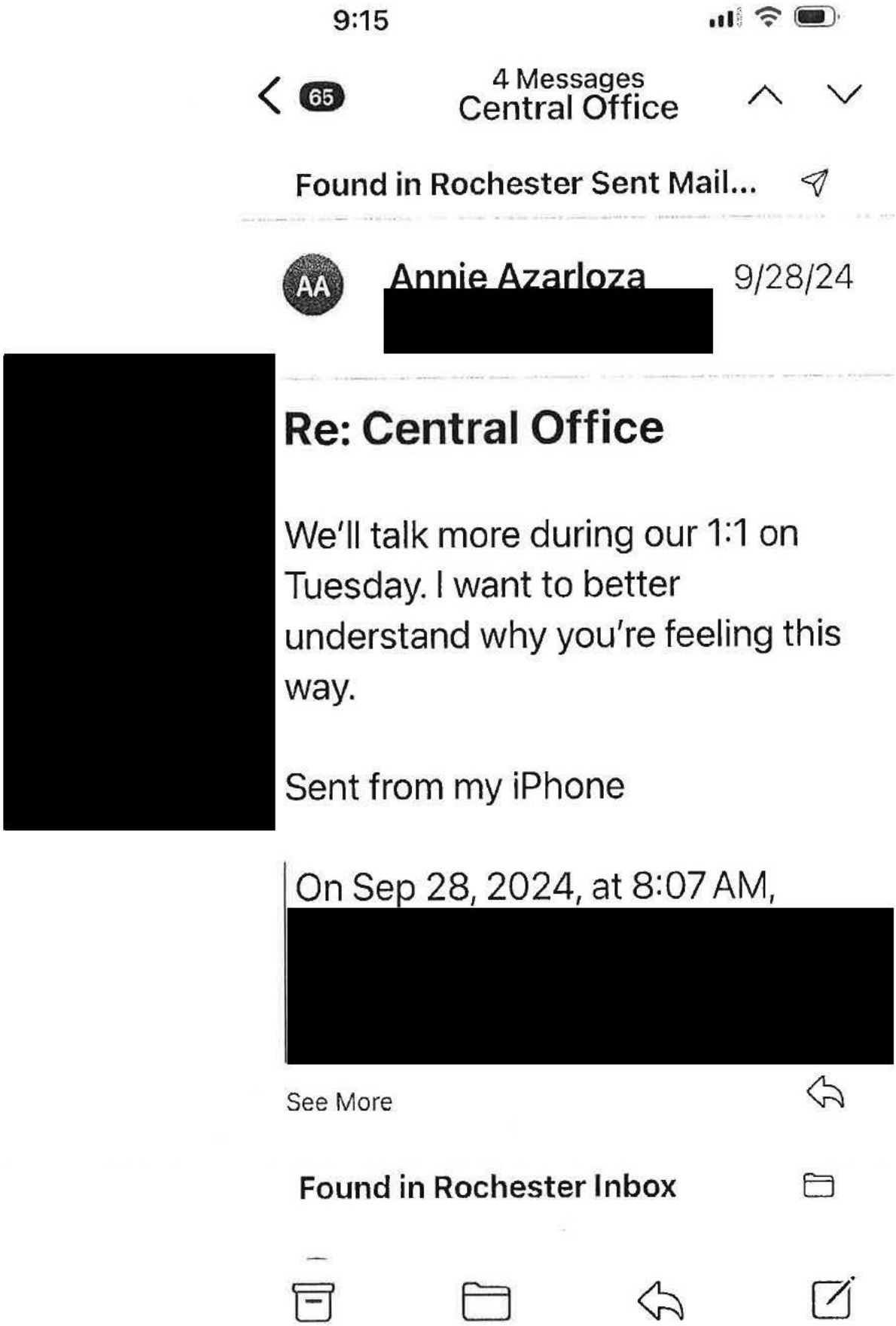
I will respect your direction to not [redacted] and like the cabinet

76


9:15
4 Messages
65
Central Office
potlucks were not monthly and there were times when we actually provided everything so that staff did not need to bring anything. We were so sensitive to what we were inviting people to do!
I will respect your direction to not [redacted] and like the [redacted] I will let go of this now. I do feel undermined and hope you can understand why.
[redacted]
See More
Found in Rochester Sent Mail...

77

RSD 0252


9:15
65
4 Messages
Central Office
Found in Rochester Sent Mail...
AA
Annie Azarloza
9/28/24
Re: Central Office
We'll talk more during our 1:1 on Tuesday. I want to better understand why you're feeling this way.
Sent from my iPhone
On Sep 28, 2024, at 8:07 AM,
See More
Found in Rochester Inbox

4:51

[redacted]

Sent with Siri

Wed, Oct 2 at 1:30 PM

From [redacted]

[redacted]

[redacted]

Thanks. That goes to Kitchen cabinet.

Annie

[redacted]

Got it

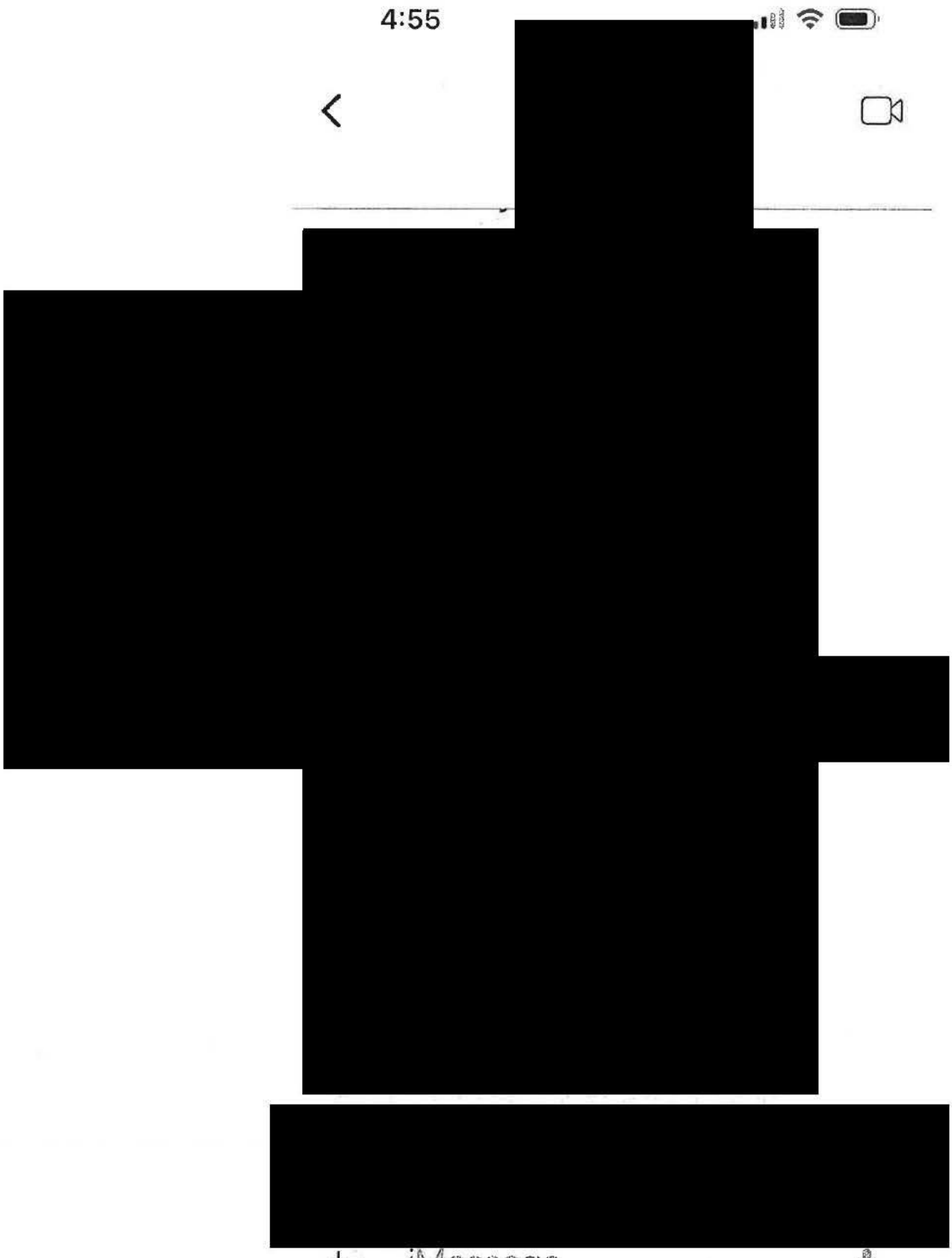
[redacted]

I have an Annie sized idea for change that I will share with you tomorrow. I think you will be all about it.

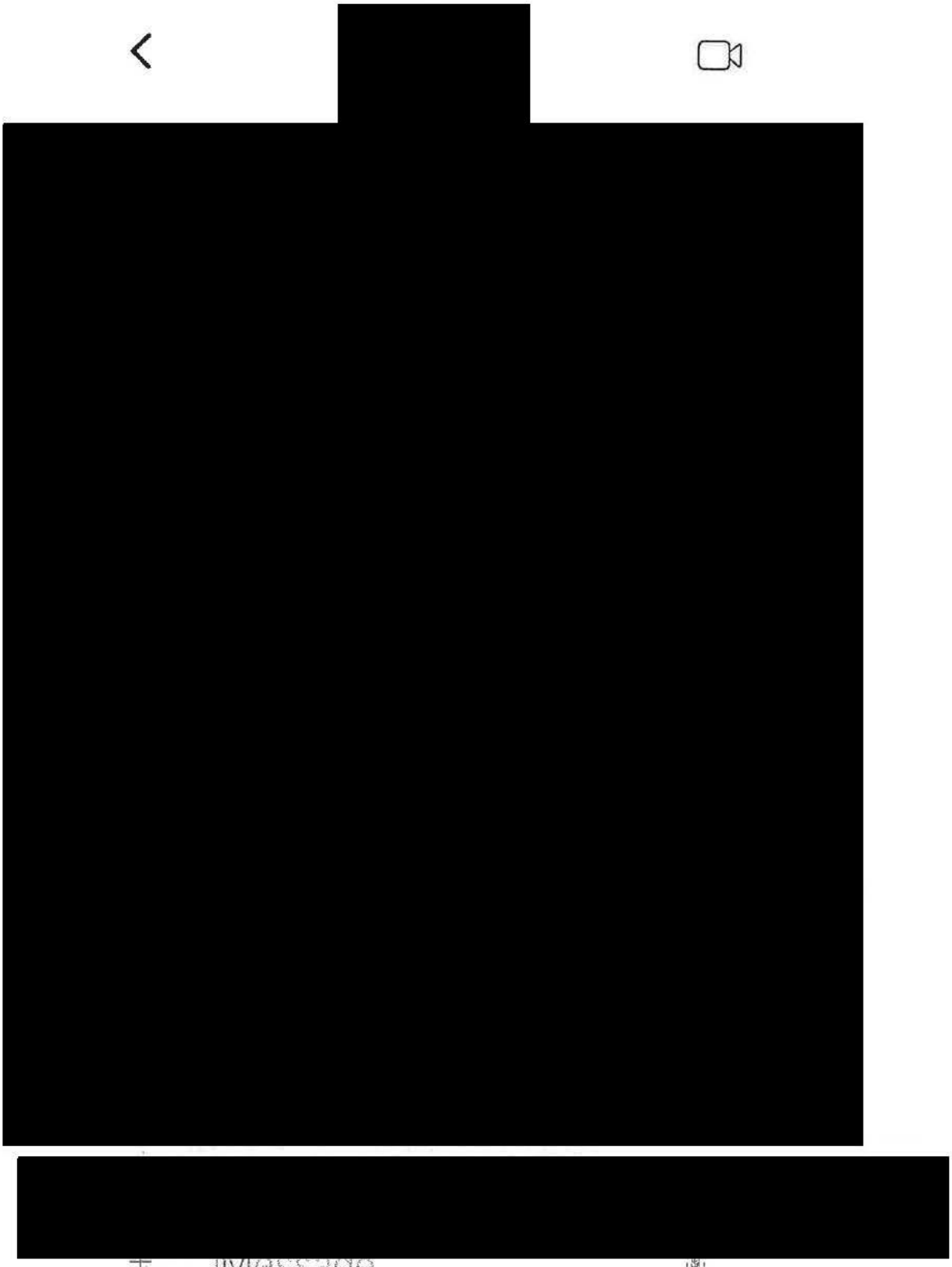
[redacted]

+ iMessage

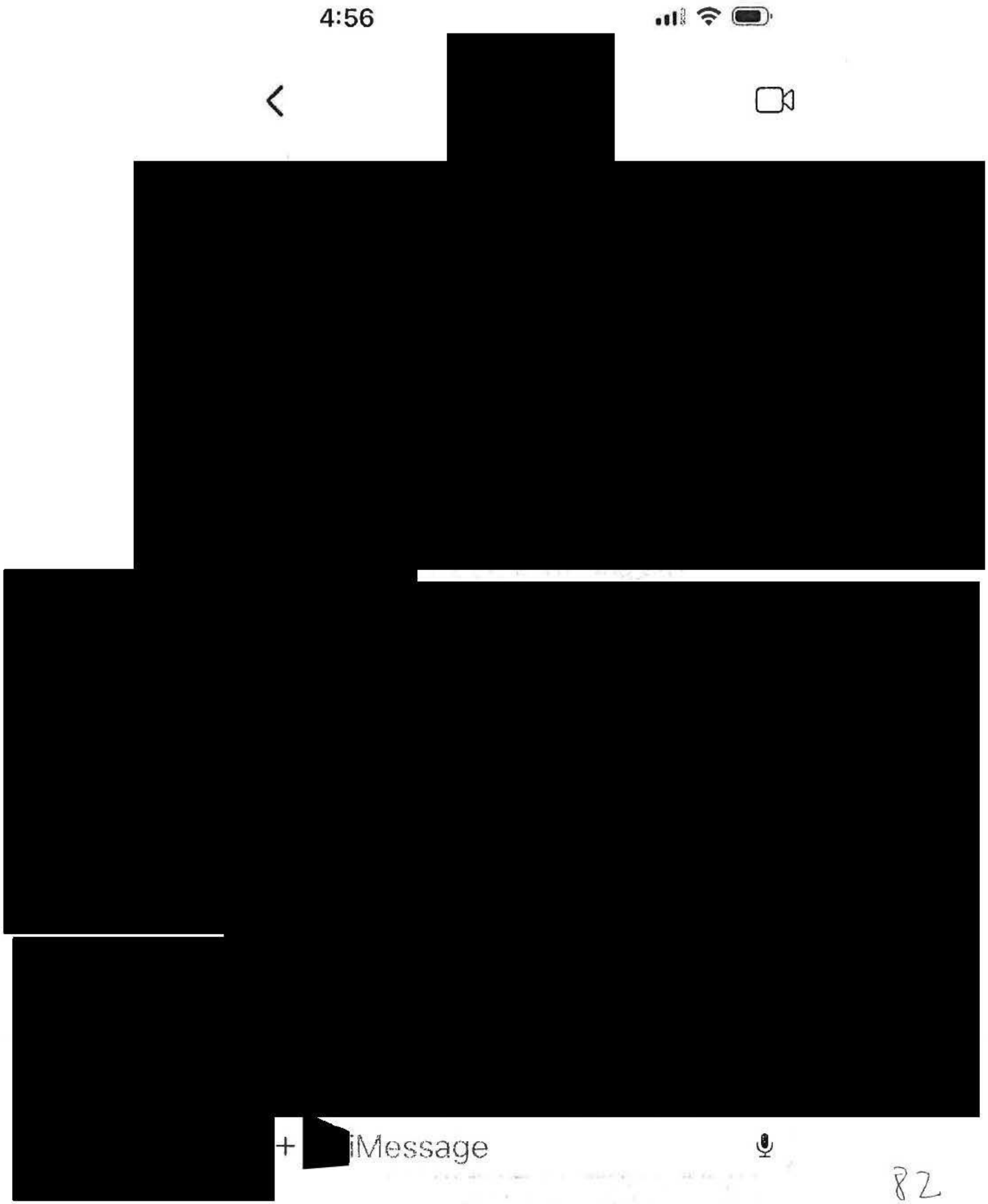
79



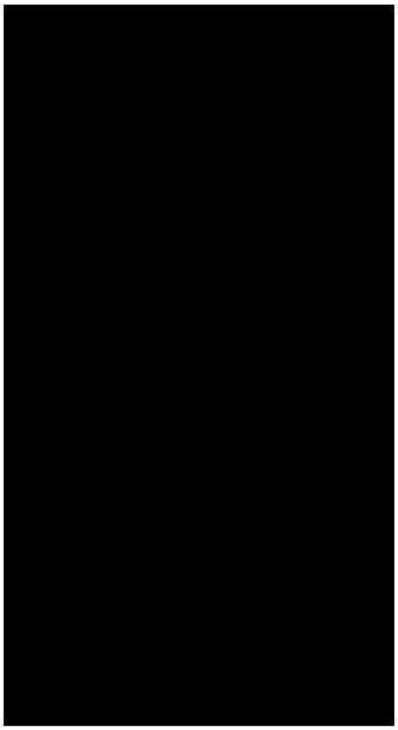
80



81



82



9:21

3 Messages

65 **Retention of Reco...**

case, I can ask Chene to double check [redacted] work based on the policy. Does that work?

Thanks,

[redacted]

See More

Found in Rochester Sent Mail...

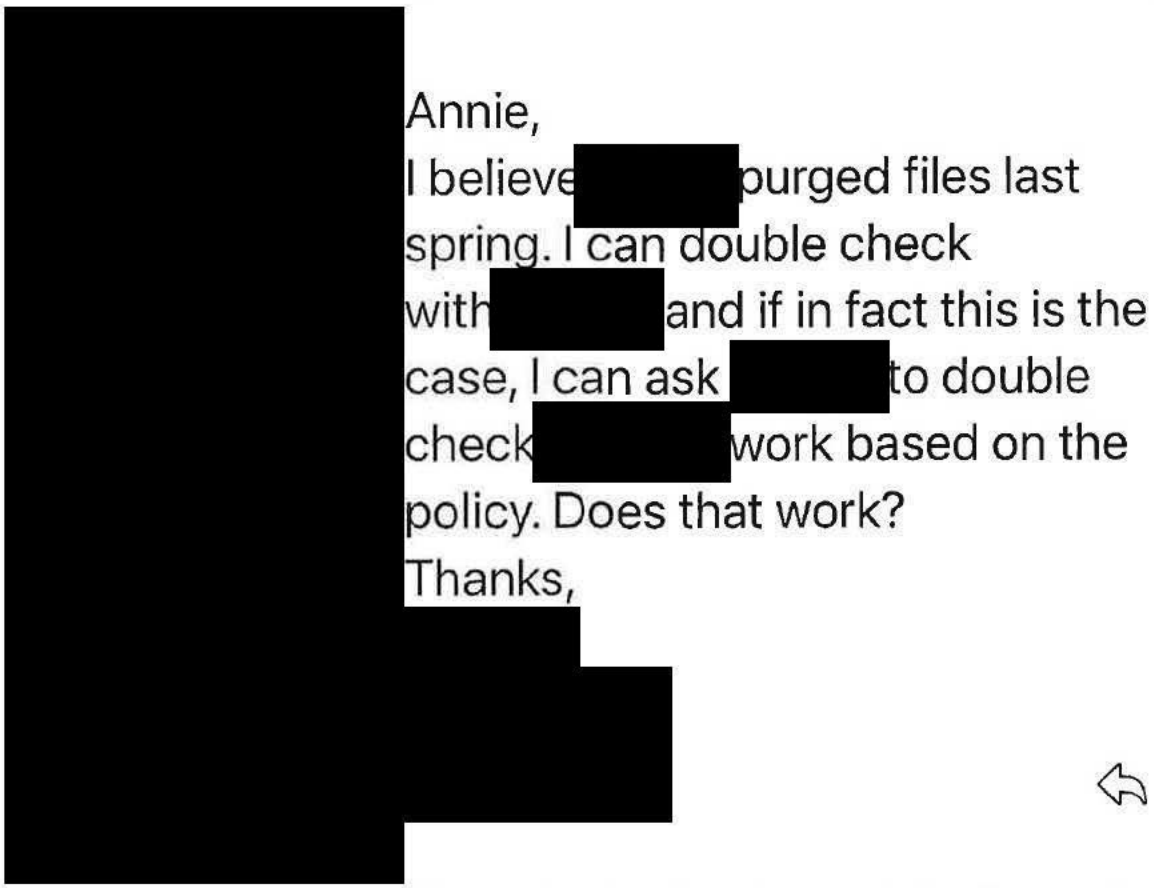
AA **Annie Azarloza** 10/16/24 [redacted]

Hi [redacted]

I was thinking perhaps [redacted] if [redacted] has time, can begin flagging files in our storage closets that can be disposed of according to our policy on retention of records. Here is our policy. Let me know. Thanks.

--

8C



9:21

65 3 Messages

Re: Retention of Records Schedule

Annie,
I believe [redacted] purged files last spring. I can double check with [redacted] and if in fact this is the case, I can ask [redacted] to double check [redacted] work based on the policy. Does that work?
Thanks,

Found in Rochester Sent Mail...

AA **Annie Azarloza** 10/16/24 [redacted]

Hi [redacted]

87

9:21

65 3 Messages

Found in Rochester Sent Mail...

AA **Annie Azarloza** [redacted] 10/16/24

Re: Retention of Records Schedule

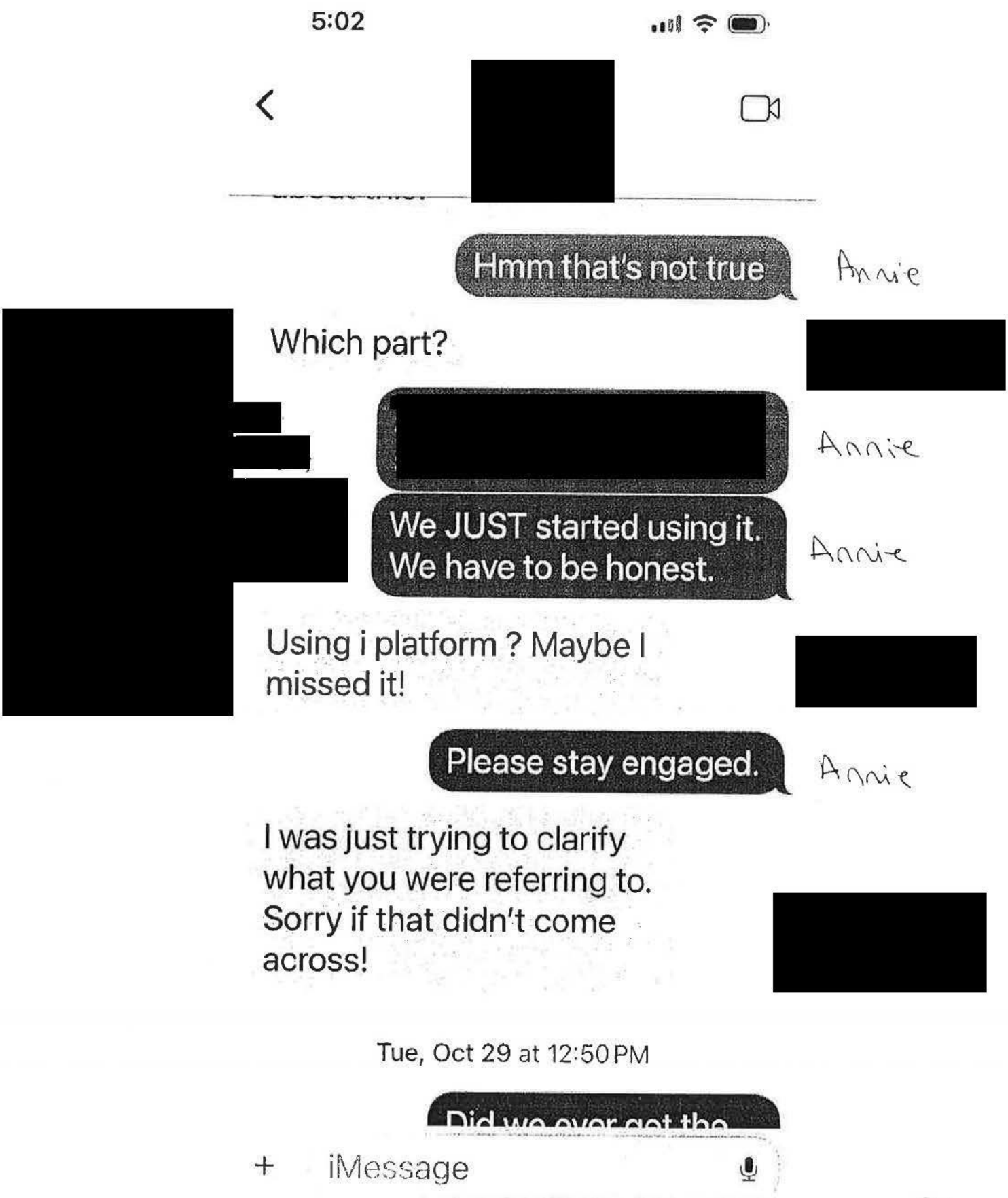
[redacted]

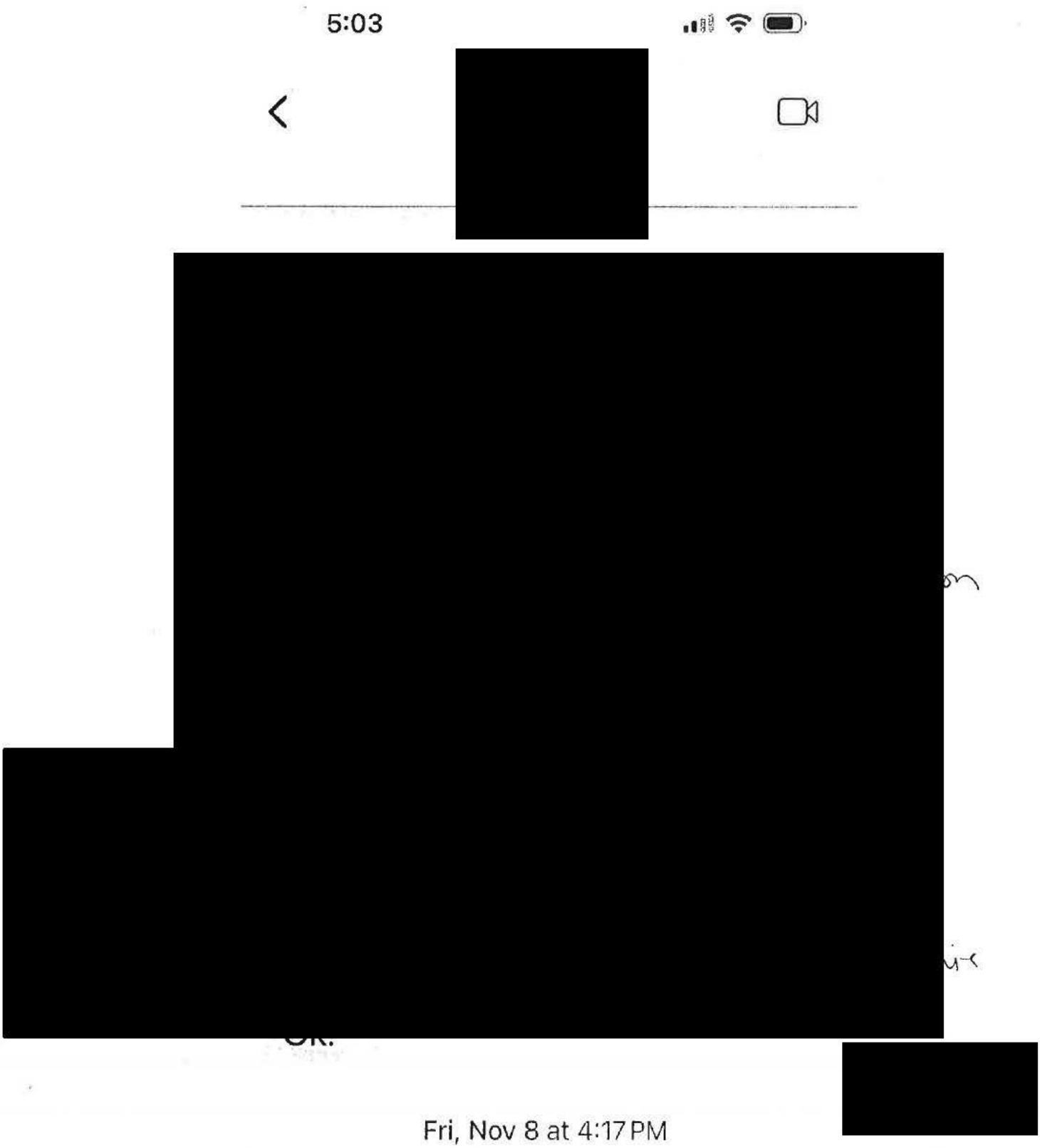
I don't think [redacted]used the retention of records schedule because [redacted] and I just found it today. It would be helpful i[redacted] could update this so that we can get rid of files that we don't need when we move to School Street. Thanks.
Sent from my iPhone

> On Oct 16, 2024, at 5:18 PM, [redacted]

88


5:01
[redacted]
Annie
[redacted]
annie
6 years in targeted status. How often does the state take over schools?
Annie
I don't think very often... but I also think that covid may have re-set the clock. Or at least two years don't count.
[redacted]
+ iMessage
89


5:02
[redacted]
Hmm that's not true
Annie
[redacted]
Which part?
[redacted]
[redacted]
Annie
We JUST started using it. We have to be honest.
Annie
Using i platform ? Maybe I missed it!
[redacted]
Please stay engaged.
Annie
I was just trying to clarify what you were referring to. Sorry if that didn't come across!
[redacted]
Tue, Oct 29 at 12:50 PM
Did we ever get the
+ iMessage


5:03
[redacted]
[redacted]
[redacted]
OK.
[redacted]
Fri, Nov 8 at 4:17 PM
+ iMessage

91

5:06

[redacted] is that what you mean?

[redacted]

It was never done for this year.

Annie



I just sent you what I have

[redacted]

We're in FY25. You sent me FY24.

Annie

It has 2025 dates on it... still the wrong one??

[redacted]

+ iMessage

92

5:06

[redacted]

Annie

Edited



[redacted]

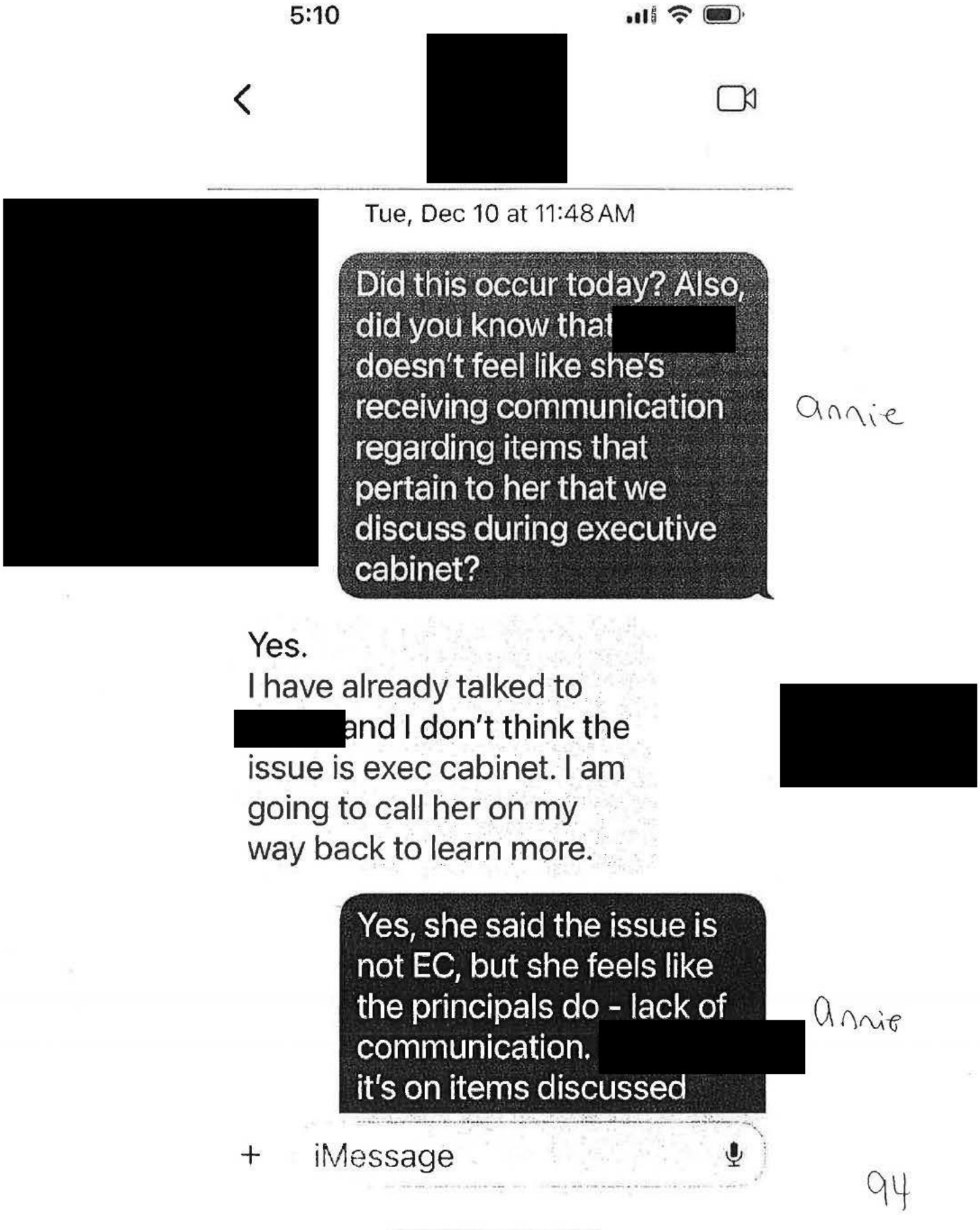
I will talk to her when I get back.

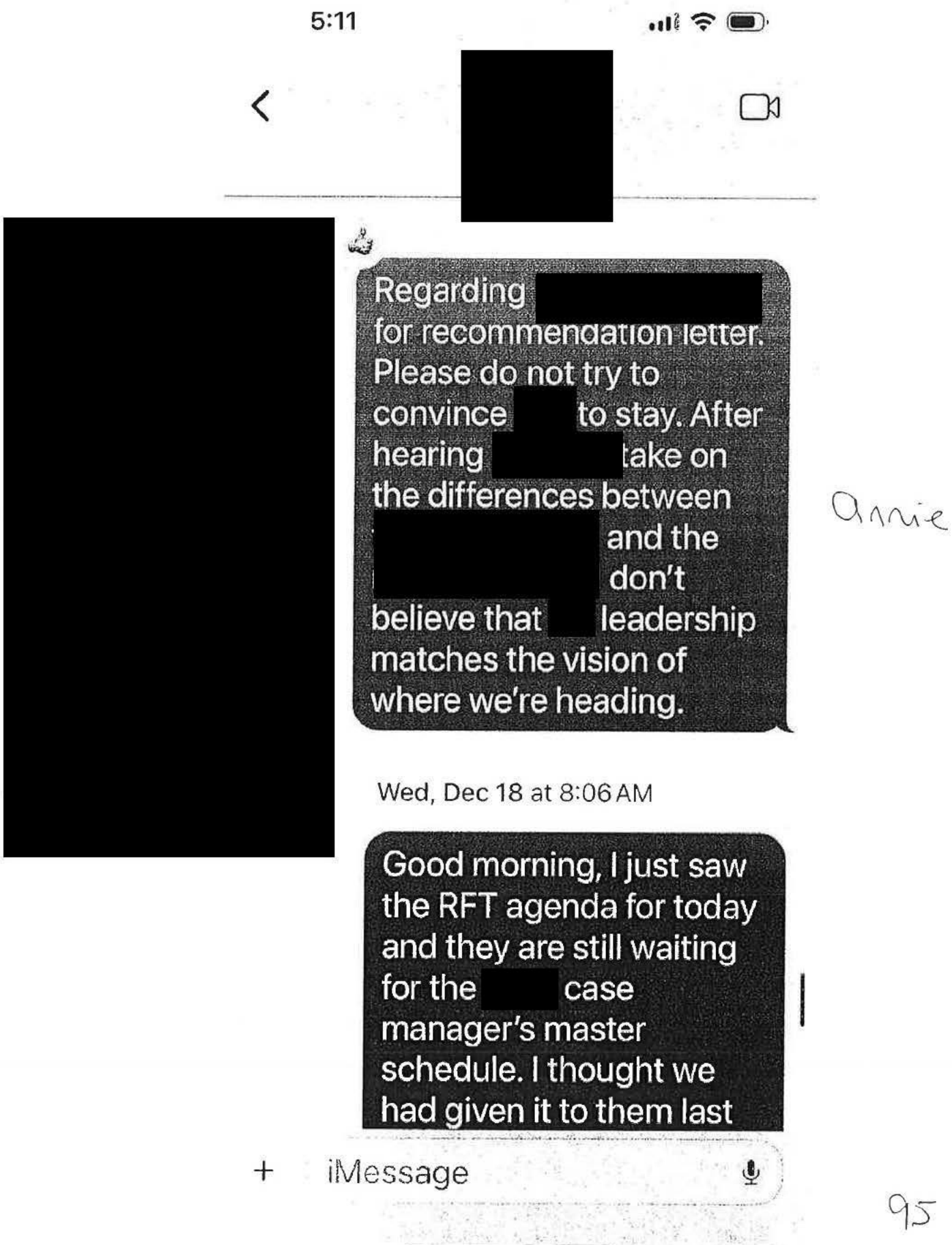
Mon, Nov 25 at 1:31 PM

[redacted] is somewhat connected to csi grant info because [redacted] met with [redacted] and the state. Can she help with

+ iMessage

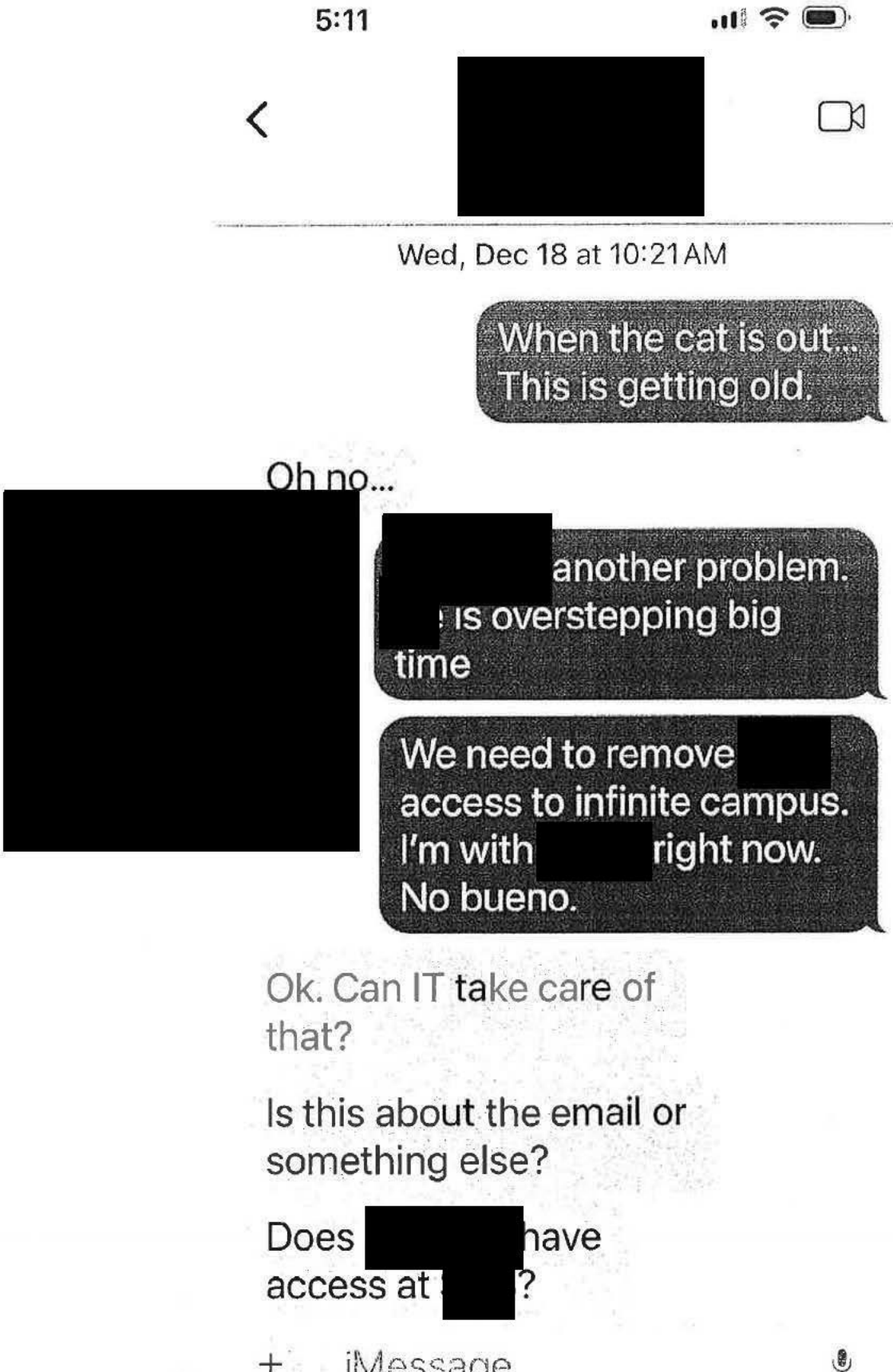
93


5:10
Tue, Dec 10 at 11:48 AM
Did this occur today? Also, did you know that doesn't feel like she's receiving communication regarding items that pertain to her that we discuss during executive cabinet?
Annie
Yes.
I have already talked to and I don't think the issue is exec cabinet. I am going to call her on my way back to learn more.
Yes, she said the issue is not EC, but she feels like the principals do - lack of communication. it's on items discussed
Annie
+ iMessage
94


5:11
Regarding
for recommendation letter. Please do not try to convince to stay. After hearing take on the differences between and the don't believe that leadership matches the vision of where we're heading.
Wed, Dec 18 at 8:06 AM
Good morning, I just saw the RFT agenda for today and they are still waiting for the case manager's master schedule. I thought we had given it to them last
iMessage

Annie

95


5:11
Wed, Dec 18 at 10:21 AM
When the cat is out... This is getting old.
Oh no...
another problem. is overstepping big time
Annie
We need to remove access to infinite campus. I'm with right now. No bueno.
Annie
Ok. Can IT take care of that?
Is this about the email or something else?
Does have access at ?
+ iMessage

96

10:13

3 Messages
This morning

63

AA **Annie Azarloza** [redacted] 1/2/25

[redacted]

Good morning!

Can you please connect with [redacted] first this morning and let him know that [redacted] cannot [redacted] another assistant principal [redacted] can only call [redacted] ifhe police were needed. In other words, if [redacted] did not have an SRO and [redacted] had to call the police that is the only time that [redacted] would call [redacted] This is important because the lines are getting blurred. Thanks.

Annie

97

10:18

2 Messages

62 Leadership Agend...

Found in Rochester Sent Mail...

AA **Annie Azarloza** 1/8/25 [redacted]

Hi [redacted]

[redacted]

We want to get away from sit and get agendas with our monthly leadership agendas. Will you let me model the facilitation of this agenda at the next principal meeting so that you understand my expectations for these?

--

Annie Azarloza
Superintendent of Schools
Rochester School District
150 Wakefield Street, Second Floor
Rochester, New Hampshire 03867

98

10:18 [redacted]

62

Done!

See More

Found in Rochester Sent Mail...

AA **Annie Azarloza** [redacted] 1/9/25

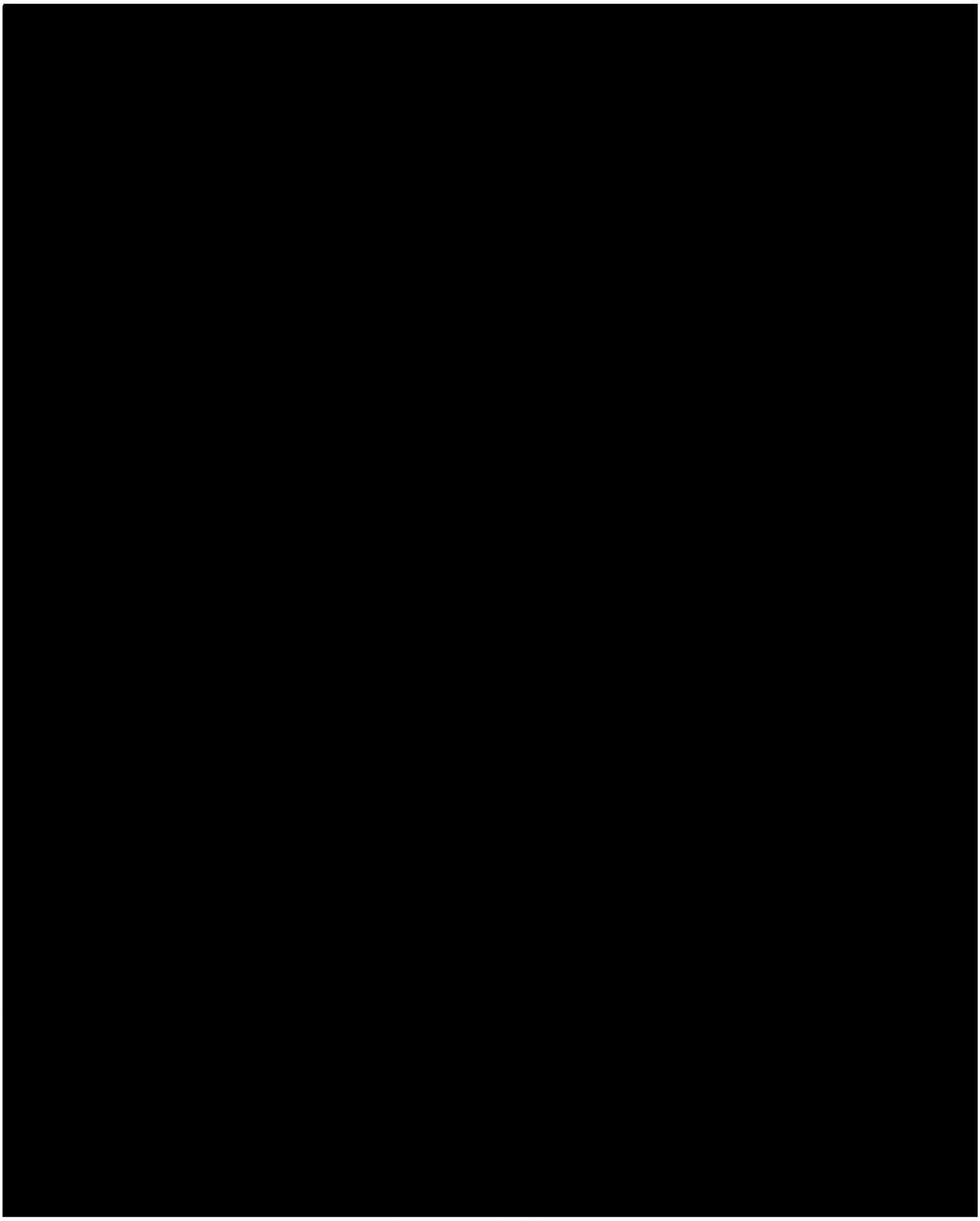
Morning!

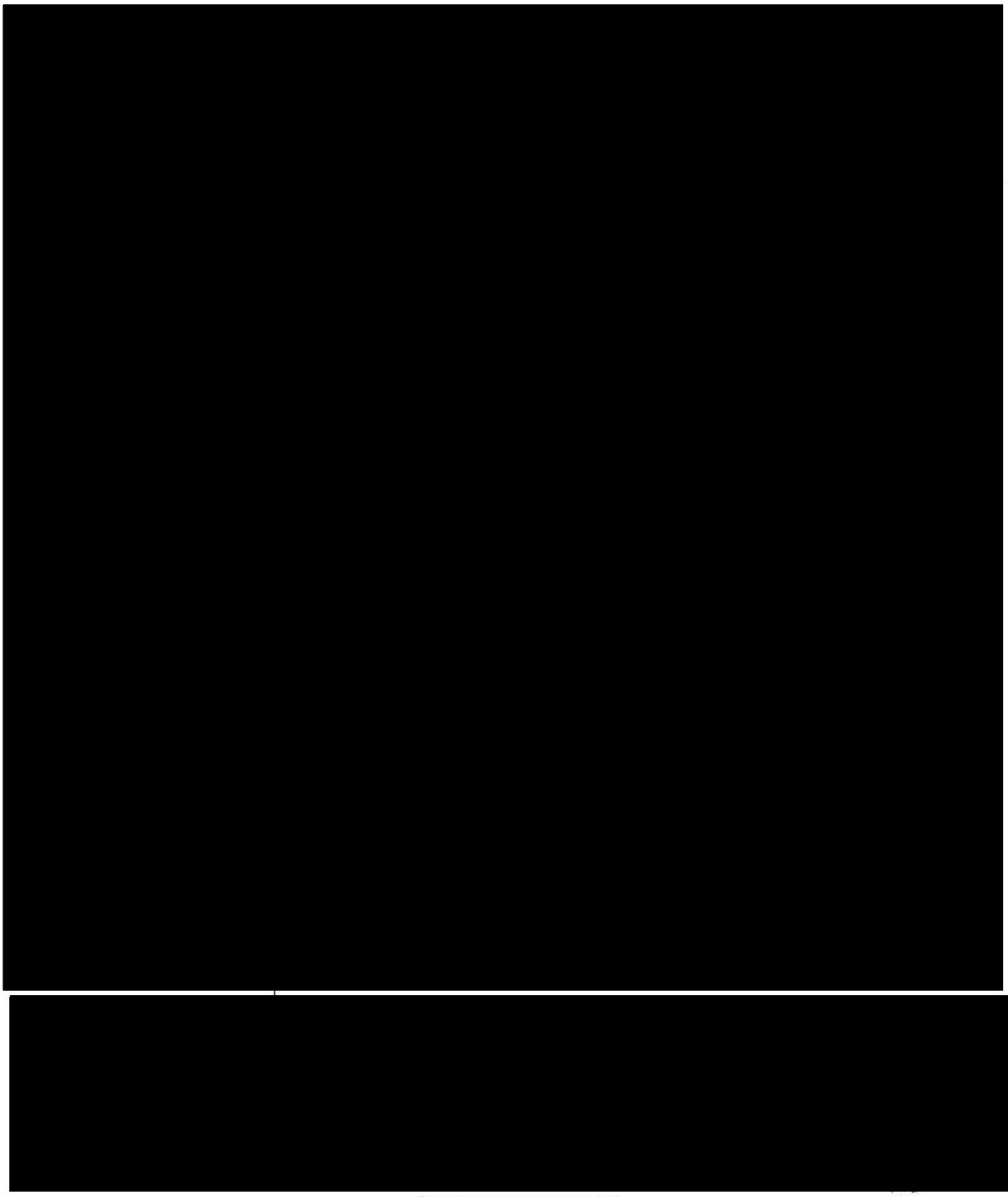
[redacted]

When you meet with [redacted] please let [redacted] know about the conversation that he missed Monday morning with the SRO's and that [redacted] should only call the SRO if it is one of the safe schools act reasons.
Thanks.

Annie

99





10:24

4 Messages

57 Follow-Up on Rec... ^ v

Found in Rochester Sent Mail...

AA [redacted] 1/23/25

[redacted]

Hi [redacted]

I wanted to follow up on our recent conversation to ensure clarity and alignment moving forward. As we discussed, there were two specific concerns I addressed with you:

Support Plan for Bud Carlson Academy:

I expressed my concern about the lack of a clear plan, including a contingency plan, to support Bud Carlson Academy, one of our most challenging schools with significant issues, during the [redacted] This is a critical time for the school, and it is



102

essential to have a structured approach to ensure continuity and support for students and staff.

Safe School Zone Form Error:
We discussed the error made in advising the middle school principal to complete a Safe School Zone form for a simple assault, which was not necessary, and also without verifying whether the student was identified under special education. This led to conflicting information being provided to the police department [redacted] was already offering accurate guidance. Unfortunately, this created confusion and caused a rift between the police department and the school district. I now need to meet with the police chief to

10:24

4 Messages

57 Follow-Up on Rec...

address and resolve the matter.



Please let me know if you have any questions or would like to schedule a follow-up conversation to discuss these points further.

Annie

104

10:24

57 4 Messages

[redacted] 1/23/25

To: Annie Azarloza >

Re: Follow-Up on Recent Concerns and Next Steps

[redacted]

Annie,

As a follow up to our meeting, I wanted to clarify a few things as well in hopes of resolving any concerns that you had.

As we discussed, we did have a plan for BCA coverage which involved [redacted] who would support BCA [redacted] We talked about the variables that made planning

coverage challenging, including not knowing the exact dates and time frame [redacted] the unique nature of BCA, and [redacted] availability, given the sensitive nature of [redacted] administrator on assignment status. Because of this, we created a general plan with room to shift primary responsibility as needed to best serve the students and staff at BCA. [redacted] took the lead on meeting [redacted] proactively and spending time at the school to assess how to best provide coverage. Although we had hoped that [redacted] could play a more primary role from the beginning of the leave, as we discussed, the nature of this coverage and the nature of [redacted] required that we temporarily shift t[redacted]

10:25

4 Messages

57 Follow-Up on Rec...

We also reached out to [redacted] to request some help from [redacted] as over the years, [redacted] has served as an additional support to BCA. I had previously spoken with [redacted] this week, we had a situation which benefited from [redacted] support, and as a proactive measure, we determined that we should discuss with [redacted] that if possible, it would be best to have additional support from [redacted] We feel good about how this first week has gone. We look forward to transitioning [redacted] a larger administrative presence/ role in the coming days. We have been working [redacted] on the schedule.

You also raised concern about my advising [redacted] to file a

107

10:25

4 Messages

57 Follow-Up on Rec...

advising [redacted] to file a safe school zones report for a simple assault. I owned that I missed the step of asking if the [redacted] As soon as [redacted] brought this to my attention, we immediately went to work to resolve this. We were in agreement that we would not ask the police department to pursue this. As we discussed, although, in your words, this situation may have been the straw that broke the camel's back, this is not the reason entirely that you are meeting with [redacted] am also happy to meet with the [redacted] about this, and I continue to recommend that we revise our safe school zones reporting form as I believe this has caused unnecessary confusion.

108

Third, I want to reiterate to you how willing I was to immediately go to School Street School yesterday when asked. In a prior meeting with me, you had suggested that I do not meet with principals enough. Therefore, I was only seeking to inform you that I did have a meeting set up, and that this might impact my ability to get to the meeting, but I was clear that I was happy to go to School Street School. At the time, we were in agreement that [redacted] made the most sense.

Finally, you have decided to take over supervision and oversight of Discipline, FACE, and Student Services. Can you please let me know how this will be communicated to the directors? I

10:25

4 Messages

57 Follow-Up on Rec...

Discipline, PACE, and Student Services. Can you please let me know how this will be communicated to the directors? I am happy to support this however I can. Thank you for clarifying that this decision was not punitive but rather in preparation for the CASO position - starting the model early!

[redacted]

[redacted]

See More

110

10:25

57 4 Messages

Re: Follow-Up on Recent Concerns and Next Steps

Hi [redacted]

After reading through your response, I believe there's a clear disconnect between your understanding of the current concerns I raised, and my expectations. I want to ensure we're aligned moving forward, so we'll revisit this conversation when I return [redacted] In the [redacted]

Annie


5:16
Thu, Jan 30 at 12:43 PM
I know you're meeting with [redacted] today for [redacted] mid year. I know you can bring [redacted] along and get [redacted] back on the train. 🙏 You got this!
Annie
I already talked to her yesterday! 😇
We are rescheduling today's meeting. I will give you the full update when you get here.
Thu, Jan 30 at 4:03 PM
Thank you for hearing my input today. And
iMessage

10:28

57 8 Messages

Found in Rochester Inbox

[redacted] 2/1/25

To: Annie Azarloza >

Re: Question

[redacted]

Thank you! My contract reads that my second year salary is negotiated between the parties, which I understand to be me and the Board. I am just looking for clarification if I am misinterpreting this line.

[redacted]

On Sat, Feb 1, 2025 at 4:15 PM Annie Azarloza <azarloza.a@sau54.org> wrote:

See More

113

10:28

57 8 Messages

Found in Rochester Sent Mail...

AA Annie Azarloza [redacted] 2/1/25

Re: Question

[redacted]

Got it. All our contracts read like [redacted] I spoke to [redacted] and the superintendent has always evaluated the [redacted]

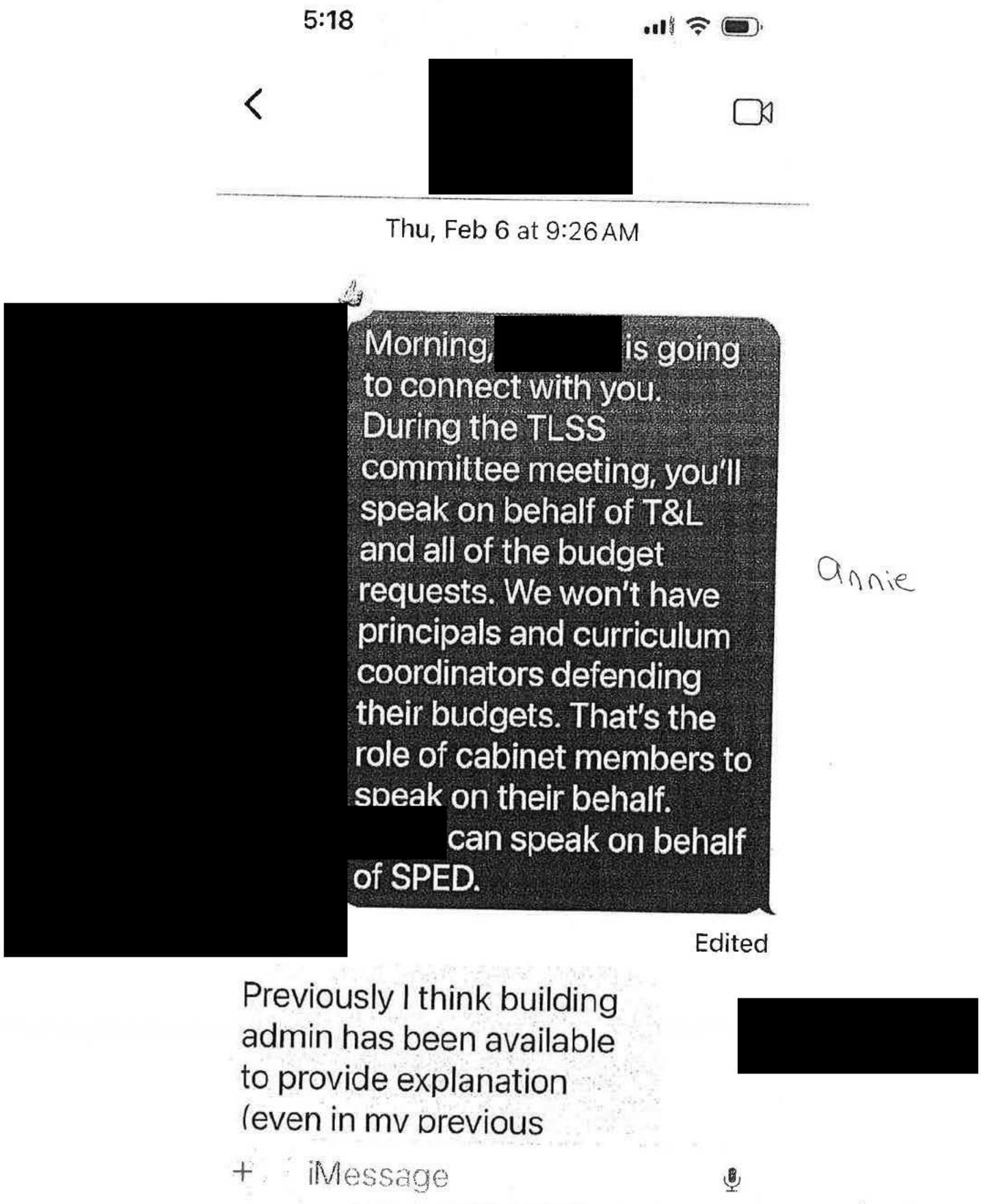
On Feb 1, 2025, at 4:20 PM, [redacted]

See More

Found in Rochester Inbox

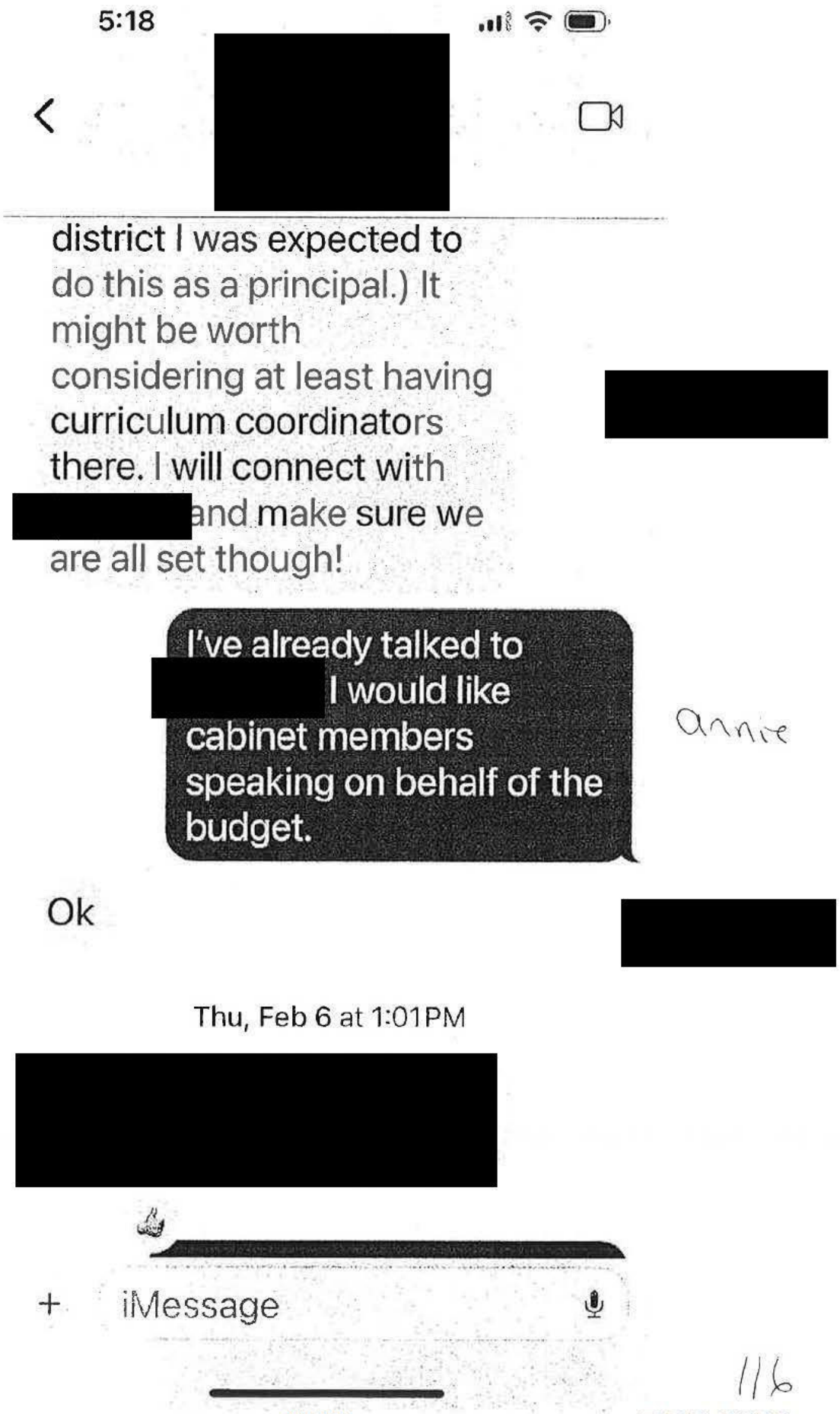
[redacted] 2/1/25

114


5:18
Thu, Feb 6 at 9:26 AM
Morning, is going to connect with you. During the TLSS committee meeting, you'll speak on behalf of T&L and all of the budget requests. We won't have principals and curriculum coordinators defending their budgets. That's the role of cabinet members to speak on their behalf. can speak on behalf of SPED.
Edited
Previously I think building admin has been available to provide explanation (even in my previous
iMessage

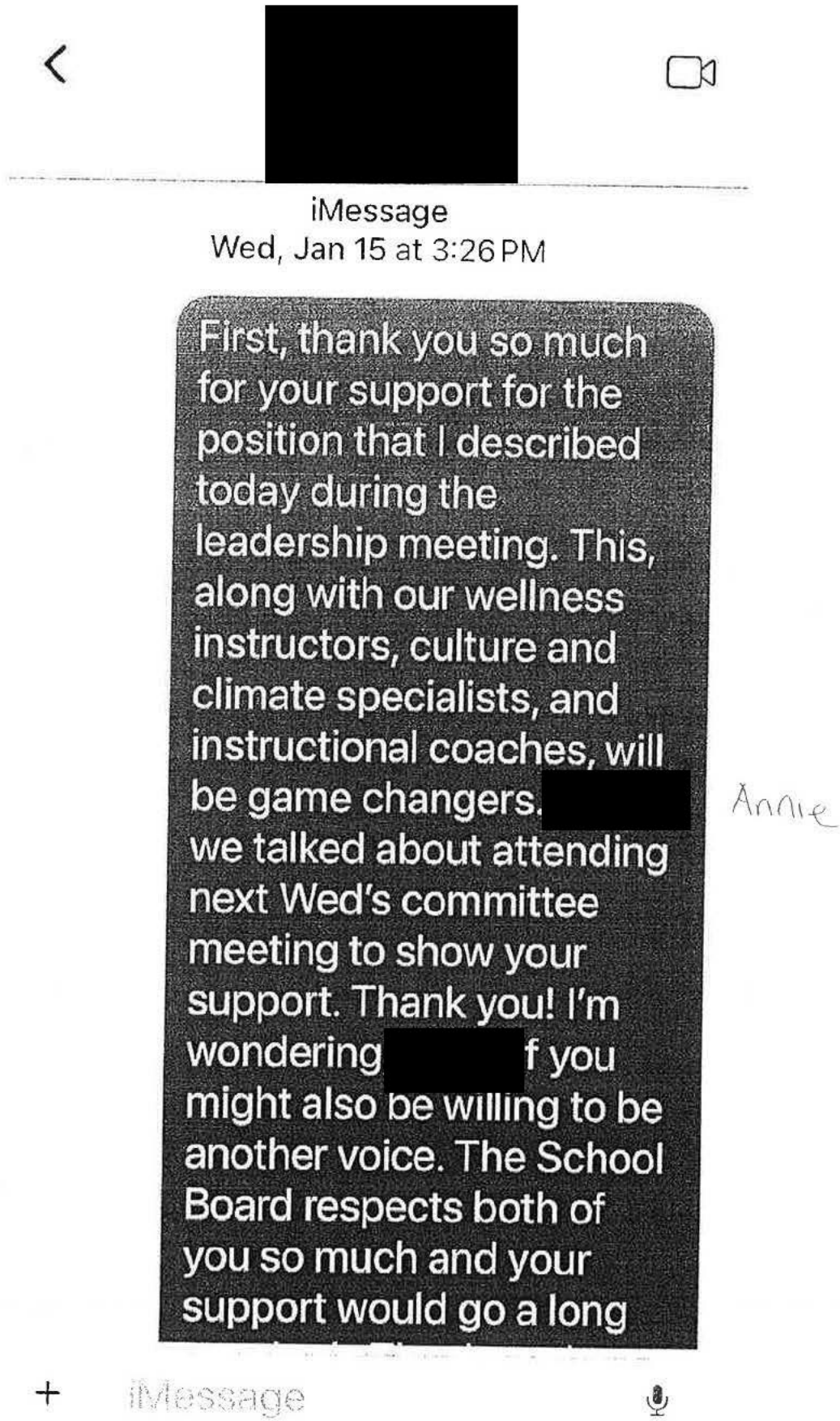
Annie

115


5:18
district I was expected to do this as a principal.) It might be worth considering at least having curriculum coordinators there. I will connect with [redacted] and make sure we are all set though!
I've already talked to [redacted] I would like cabinet members speaking on behalf of the budget.
Annie
Ok
Thu, Feb 6 at 1:01PM
iMessage

I

RSD 0290


2:22
[redacted]
iMessage
Wed, Jan 15 at 3:26 PM
First, thank you so much for your support for the position that I described today during the leadership meeting. This, along with our wellness instructors, culture and climate specialists, and instructional coaches, will be game changers. [redacted] we talked about attending next Wed's committee meeting to show your support. Thank you! I'm wondering [redacted] f you might also be willing to be another voice. The School Board respects both of you so much and your support would go a long
Annie
+
iMessage

2:22

[redacted]

next Wed's committee meeting to show your support. Thank you! I'm wondering, [redacted] if you might also be willing to be another voice. The School Board respects both of you so much and your support would go a long way. Lmk. Thank you!

[redacted]

I'm in. What time

[redacted] 6?

Yes, THANK YOU! 🙏

annie

[redacted]

I'll be there!

Thank you!!!

annie

+ Message

J

Notifying the union executive board about potential transfers is widely recognized as both a common and beneficial practice for superintendents. This approach fosters trust, enhances collaboration, and preempts potential disputes. Below are several articles and studies that support this practice:

1. **"The Three Rs of Labor Relations"** by the Association of California School Administrators (ACSA):
    - This article emphasizes the importance of **Respect, Relationships, and Responsibility** in labor relations. It highlights that proactive communication with union leadership is essential for building trust and effective collaboration. Engaging in open dialogues about staffing decisions, such as transfers, demonstrates respect and fosters positive relationships.
2. **"Strengthening Partnerships: Collaborative Relationships Between Administrators and Teachers Unions"**:
    - This study examines districts where union and administrative leaders chose to change their relationships, leading to collaborative partnerships in school improvement. It underscores that early and transparent communication with union leadership about decisions, including transfers, is a cornerstone of these successful collaborations.
3. **"The Influence of Relational Trust Between the Superintendent and Union President on Teacher Trust"**:
    - This research explores how behaviors such as consistency, integrity, concern, communication, and shared control by superintendents and union presidents impact teacher trust. It finds that when superintendents proactively communicate potential transfers to union leadership, it builds relational trust, which cascades down to positively affect teacher morale and trust.
4. **"Teachers Unions and Management Partnerships"** by the Center for American Progress:
    - This report explores the impact of school-level, union-management partnerships on teacher collaboration and student performance. It highlights that proactive communication and collaboration with union leadership on staffing decisions, including transfers, lead to improved educational outcomes and a more cohesive working environment.
5. **"Effective Board and Superintendent Collaboration"** by Hanover Research:
    - This report emphasizes the importance of clear definitions of duties and responsibilities between superintendents and school boards. It highlights that a strong, effective relationship hinges upon open communication and collaboration, which includes keeping union leadership informed about staffing decisions.
6. **"Keys to Cultivating a Positive Board/Superintendent Relationship"** by the Illinois Association of School Boards:
    - This article discusses the necessity of open, focused dialogue to reach clarity on expectations between the board and the superintendent. It suggests that engaging in transparent communication with all stakeholders, including union leadership, is vital for effective governance and operational harmony.

These articles collectively affirm that notifying the union executive board about potential transfers is not only a common practice but also a strategic approach that enhances trust, collaboration, and overall effectiveness within school districts.

K

L

12:49

2 Messages

24 RFT MOU with Su...

On Sun, Jun 2, 2024 at 10:19 AM [redacted] wrote:

[redacted]

Good Morning,

I am attaching the MOU with the suggested revisions for discussion during our call on Tuesday afternoon at 4pm.

Please let me know if you have any questions or if I missed anything.

Thank you,

[redacted]

--

[redacted]

See More

12:49

2 Messages

24 RFT MOU with Su...

See More

Found in Rochester Sent Mail...

[redacted]

AA **Annie Azarloza** 6/2/24

[redacted]

This will not repair our relationship with the union and our staff. We should give them options. Let's you and I chat briefly before the call so we are on the same page. Let's you and I talk through the contract language to ensure we are interpreting it in the same manner.

> On Sun, Jun 2, 2024 at 10:19 AM [redacted] wrote:
>
> Good Morning,
>
> I am attaching the MOU with the

because then it's out of our hands.

I learned this from [redacted]

On Sun, Jun 2, 2024 at 10:30 AM [redacted] wrote:

Annie,

These were the recommendations that the Board members asked me to include for discussion for Tuesday's call with the attorney. My understanding is that this is a contract/MOU between the Board and the RFT. I did make different suggestions initially but wanted to honor their input. Yes, let's talk!

[redacted]

On Sun, Jun 2, 2024 at 10:27 AM [redacted] wrote:

This will not repair our

12:49

24 2 Messages

Found in Rochester Sent Mail...

AA Annie Azarloza 6/2/24 [redacted]

Re: RFT MOU with Suggested Revisions

[redacted]

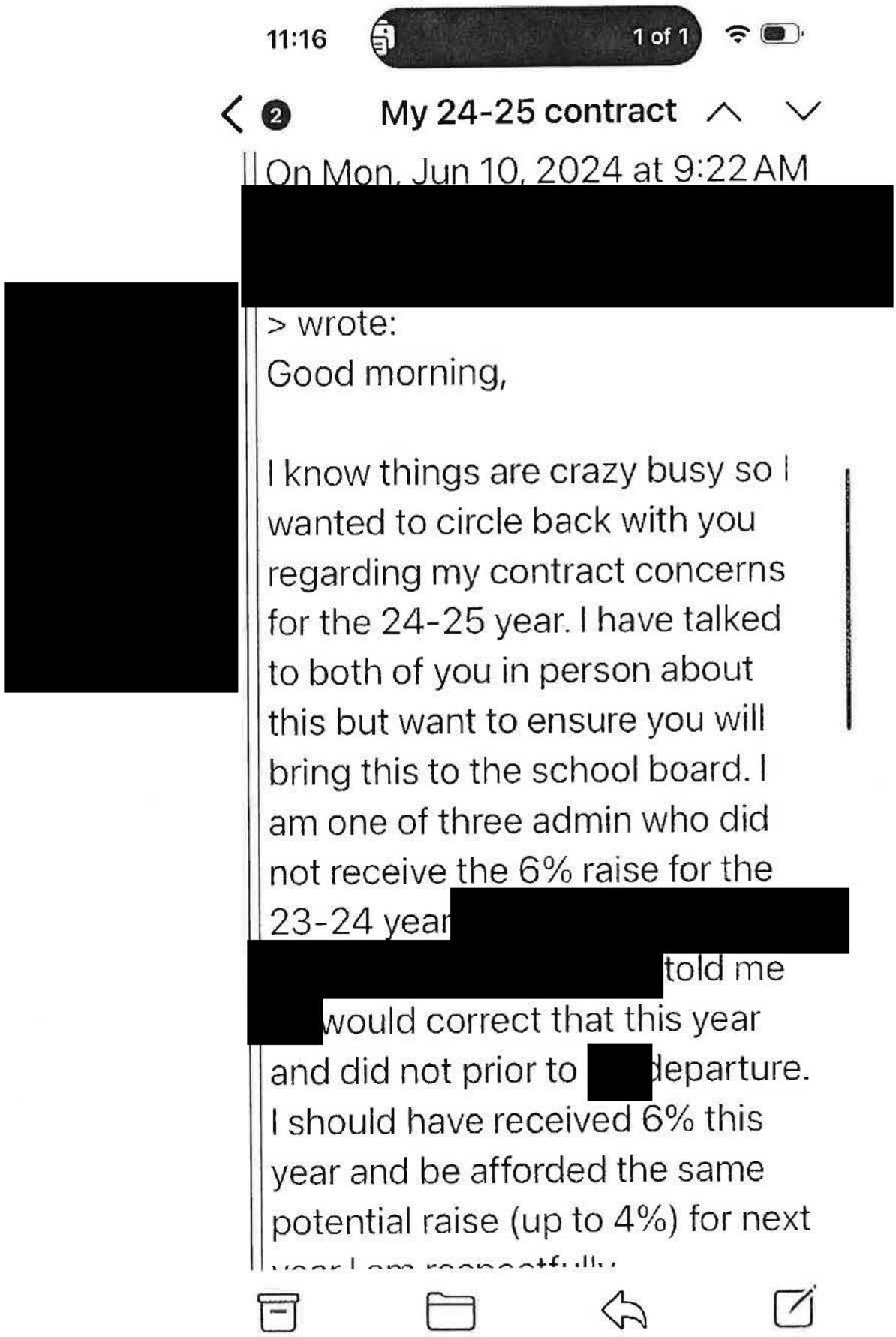
Oh yes, this is a board decision. But we advise the board and can try to manage them as best we can. In the end, it is their decision. That is why grievances should never rise to the level of the board because then it's out of our hands. I learned this from [redacted]

See More

Found in Rochester Sent Mail...

AA Annie Azarloza 6/2/24

M


11:16 1 of 1

2 My 24-25 contract

On Mon, Jun 10, 2024 at 9:22 AM [redacted] > wrote:

Good morning,

I know things are crazy busy so I wanted to circle back with you regarding my contract concerns for the 24-25 year. I have talked to both of you in person about this but want to ensure you will bring this to the school board. I am one of three admin who did not receive the 6% raise for the 23-24 year [redacted] told me [redacted] would correct that this year and did not prior to [redacted] departure. I should have received 6% this year and be afforded the same potential raise (up to 4%) for next

potential raise (up to 4%) for next year.I am respectfully requesting that I receive the 6% for next year and the up to 4% the following year.

I took this job [redacted] based on verbal conversations [redacted] where [redacted] told me that while SAU Admin were not technically in the Admin Union, that we still receive all of the same benefits/treatment and that I was expected to follow their CBA standards. It is of note that I entered this position with 16 years of experience doing this work and was offered the lowest salary that was posted in the salary range, when I should have been offered the highest. I know now that there has been a discrepancy in what women and

discrepancy in what women and men admin starting salary ranges have been under the prior leadership. This issue was a big concern of the Admin union in recent years.

To date, I have not been given a 24-25 contract and have not signed anything committing to stay for the 24-25 year. I cannot work in an environment where I am not treated equitably and equally.

I know that my concerns and feelings of being treated unfairly were heard by you when we spoke in person. My hope is that this will be brought to the next school board meeting and that I will be offered a contract for the

11:16 1 of 1

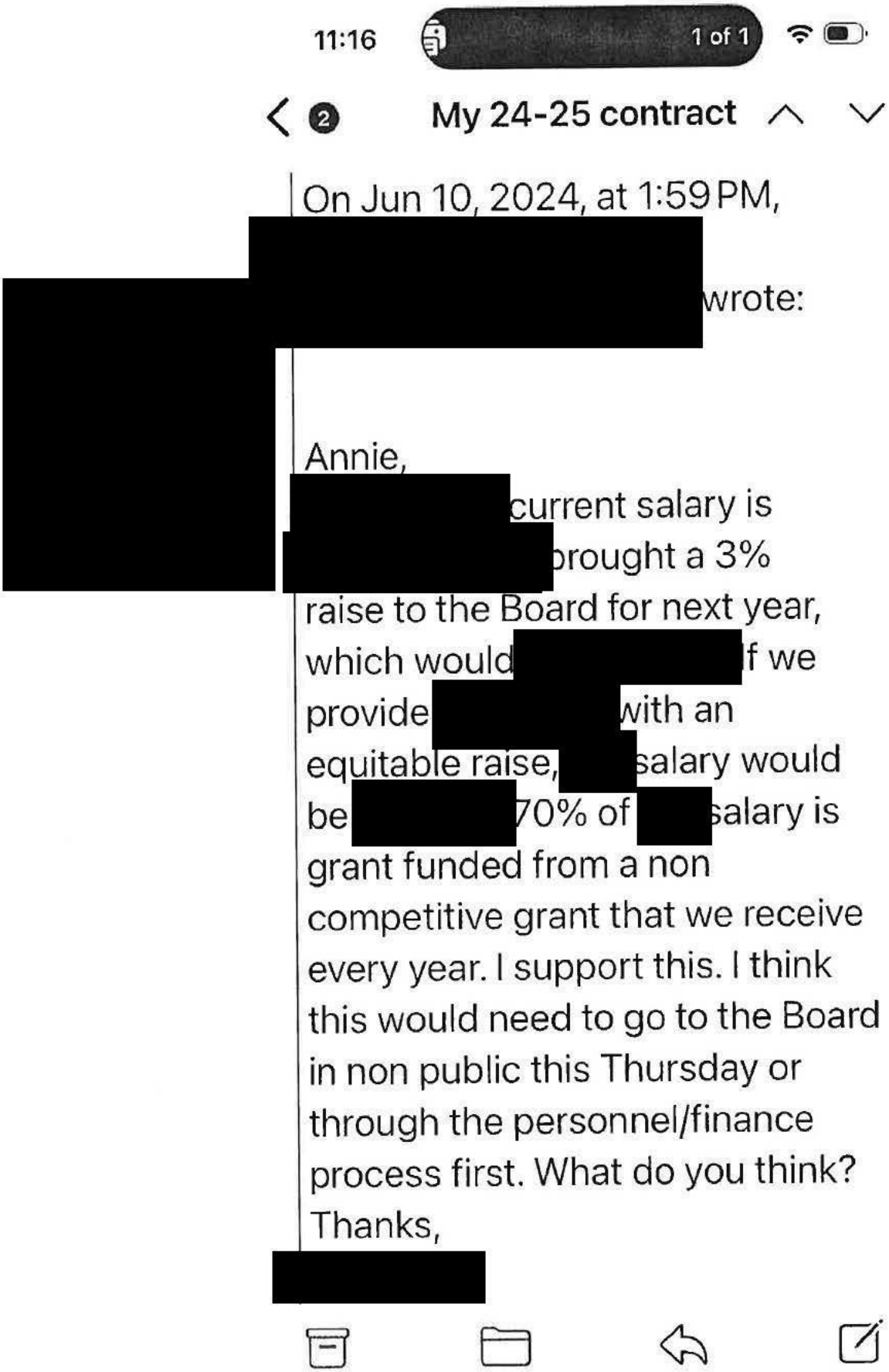
2 My 24-25 contract

I know that my concerns and feelings of being treated unfairly were heard by you when we spoke in person. My hope is that this will be brought to the next school board meeting and that I will be offered a contract for the 24-25 year that reflects the benefits/salary that all other admin have already been provided.

Thank you in advance,

[redacted]

4


11:16 1 of 1

2 My 24-25 contract

On Jun 10, 2024, at 1:59 PM, [redacted] wrote:

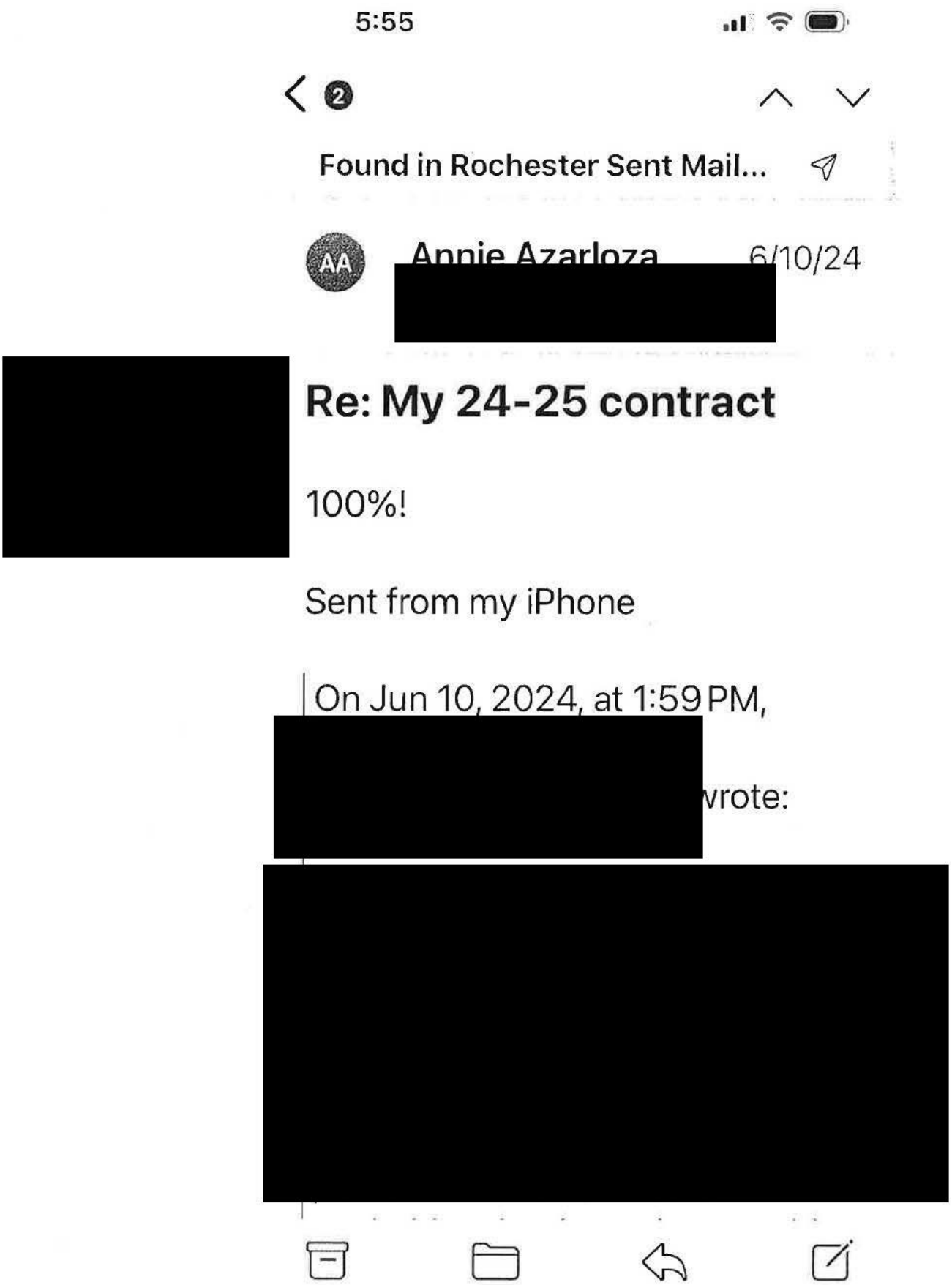
Annie,

[redacted] current salary is [redacted] brought a 3% raise to the Board for next year, which would [redacted] if we provide [redacted] with an equitable raise, [redacted] salary would be [redacted] 70% of [redacted] salary is grant funded from a non competitive grant that we receive every year. I support this. I think this would need to go to the Board in non public this Thursday or through the personnel/finance process first. What do you think?

Thanks,

[redacted]

5


5:55
2
Found in Rochester Sent Mail...
AA
Annie Azarloza
6/10/24
[redacted]
[redacted]
Re: My 24-25 contract
100%!
Sent from my iPhone
On Jun 10, 2024, at 1:59 PM,
[redacted]
wrote:
[redacted]

6

RSD 0307

6% merit pay increase

[redacted]

Hi [redacted]

I'm working on the back-up for your merit pay increase that would be effective 7/1. Can you please give me the numbers so that I can speak to it on 7/1 during the personnel committee meeting? That is, how much of your salary is grant funded and how much is coming out of the general fund, and then what is the difference in what is coming out of each (grant and general fund) from the projected 3% increase. I'll need this by tomorrow please and thank you!

Annie

7

5:52

2 Messages

5

6% merit pay incr...

On Jun 19, 2024, at 7:28 PM, [redacted]

> wrote:

[redacted]

Hi Annie,

My employment issue is bigger than just the 6% raise I didn't receive last year. To date I haven't been offered a contract for next year. I am currently [redacted] Without my knowledge the board was given and approved a 3% raise [redacted] (after I was promised this would be 6%).

70% of my salary is Title I funded and 30% is general funded. The 6% would put me [redacted] This means the difference in the

8

5:52

2 Messages

5

6% merit pay incr...

70% of my salary is Title I funded and 30% is general funded. The 6% would put me [redacted]
This means the difference in the local funded portion from 3% to 6% [redacted] for my annual salary.

3% raise:
[redacted]
Title I 70% = [redacted]
Local 30% = [redacted]

6% raise:
[redacted]
Title I 70% = [redacted]
Local 30% = [redacted]

Thank you!
[redacted]

9

5:53

5 2 Messages

Found in Rochester Sent Mail...

AA **Annie Azarloza** 6/19/24 [redacted]

[redacted]

Re: 6% merit pay increase

Perfect! Thanks. You are definitely getting a contract!

Sent from my iPhone

> On Jun 19, 2024, at 7:28 PM, [redacted] > wrote:
>
> Hi Annie,
>
> My employment issue is bigger than just the 6% raise I didn't

10

11:26

2

Found in Rochester Sent Mail...

AA **Annie Azarloza** 9/7/24 [redacted]

Conference in November

[redacted]

Hi [redacted]

I haven't approved your conference [redacted] yet because I'm looking at making some reporting changes when it comes to McKinney Vento now that we've formed a Student Supports division [redacted] is leading. It might still make sense that you attend the conference, but let's chat early next week about it. Thanks.

--

11:29

2

AA **Annie Azarloza** 10/9/24 [redacted]

Minutes

[redacted]

Hi [redacted]

I want to touch base regarding the committee minutes and your request to reflect the Title I Director role. I reviewed our records, and it appears that you're currently listed on Frontline as the [redacted] which also aligns with the personnel committee minutes from when you were hired back in 2022. If there have been any updates or changes to your role since then, please feel free to share those with me. I want to ensure our records accurately reflect your position title.

12

7:52

[redacted]

Annie Azarloza 1/29/25

[redacted]

That is correct. I was given access to the portal to make amendments late last week and will be making that amendment. We can do a journal entry once it is approved.:)

On Wed, Jan 29, 2025 at [redacted]

Good day,

[redacted] salary is currently being charged to the same accounts as [redacted] (70% grant and 30% Fiscal Services-general fund).
I thought Annie had requested it to be fully grant funded.

@Annie Azarloza -Can you

[redacted]

[redacted] [redacted] **Document Production**

Elizabeth A. Bailey

From: Beaulieu, Matt <MBeaulieu@servicecu.org>
Sent: Thursday, March 13, 2025 5:12 PM
[redacted]

Good evening,

Thanks for meeting with me to go over this. Here are my notes, if you have a question from any of the below just let me know.

Notes From Super Interview

1. Unorganized Budget Process
   - Once budget was presented to the board there were constant changes after the fact showing she could not follow policy DB - Annual Budget
     - Superintendent will be responsible for the preparing and presenting to the Board.
     - Issue found was in her counteroffer with the RFT - over budget restraints
     - Stating Grant Funding Positions of Instructional Coaches would be funded with the general budget - did not review with Financial Director
   - Policy DBD - Budget Planning
     - did not fully plan/organize and communicate to departments within district (Finance Director)
     - Efficient/Economy - not considering the Community impact with recent accessed values - not communicating with the City Level to understand where we need to be within budget restraints
     - Inconsistent presentations which have financial impact - CASO was grant funded then was not grant funded. Instructional Coaches were presented as 5 then 7
   - During budget was looking to use surplus funds and remodel an old building what is to go to the city in part of our deal to build a new school. Also, to not pay the city rent, in the process only $235K was being asked for a not close to the needs for this location. It was denied but showing improper planning and it was stated they cannot get the project done and spent before July 1 - not able to understand the budget process and time limits to how funds can be spent.
2. Unorganized Negotiation Process
   - Typically guided by the Superintendent and getting with the Board and Attorney to organize and set forward a plan for the negotiations this was not done properly until the Super Leave
   - All discussions would be considered Surface bargaining: showing up, but not making any movement or engaging in discussion.
   - The conversations were the Super with the Attorney and last minute planed - showed not able to lead through the process
3. Treatment of Staff
   - mentality of dispensable, self-select term used for those who left the district.
4. Target [redacted]
   - In the December Board meeting during non-public it was brought to our attention of the performance [redacted] In the presentation from the Super, it was a sales pitch with blame [redacted] acknowledging a need for more leadership. Inability to do all the duties which were assigned by the Super. The Super [redacted] needed a different mentor (why do we need mentors) [redacted] selected someone of a small district that cannot teach her. That [redacted] was not using the mentor the Super provided. She stated [redacted] was looking to bring in another top-level person which I voiced concern one as a leader you need to know your staff and adjust your communication and support to their needs. No response from the Super, then putting in more high level positions isn't a solution.

- After that meeting nothing more [redacted]performance was reported but this was a presentation to test the waters of our thoughts to bring in a high level positions (another Cabinet Member)

5. CASO - Owen
   - justification for the role was not presented (assuming that was the point of the December presentation and a what's happening)
   - Fiscally irresponsible to look for this high level of a position.
   - GBEA - Staff; Conduct: hiring decision for CASO was targeted as Owen from California, Ethical Behavior is in question to not fully post or have a proper review of candidates - publicly saying she has someone already in mind. Not allowing someone within the District to be considered
   - Solution for CASO was not fiscally responsible and premises was due to performance of the Asst. Sup without showing need for this position
6. Using Authority as Super
   - not valuing of employees
     - looking to move the RMS principal to Bud Carlson
     - giving pieces of information to some but not all - not transparent and finding information to be conflicting later on
     - Strong for the public image but concerns overall about legality and sustainability of all plans.
   - Qui Pro Quoe
     - Verbally committed Dean of Students - Pathways (Night School) and Head of Guidance Positions - WAS THIS OFFERED TO HS PRINCIPAL AS A BENEFIT TO HIM PROMOTING CASO
   - MOUs
     - Snow Days
     - Education Amount
     - Cell Phones? Not bargaining again in good faith.

SERVICE CREDIT UNION ★★★★★

Matt Beaulieu, CCUE
Assistant Vice President – Member Services
Service Credit Union | Corporate Offices
3003 Lafayette Road, Portsmouth, NH 03801
Phone: 603-422-8453 | mbeaulieu@servicecu.org

Please consider the environment before printing this e-mail.

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[redacted] **Document Production**

[redacted]

---------- Forwarded message ---------
From: **Annie Azarloza** <azarloza.a@sau54.org>
Date: Fri, Jan 24, 2025 at 7:09 AM
Subject: Re: Follow-Up on Recent Concerns and Next Steps
[redacted]

Hi [redacted]

After reading through your response, I believe there's a clear disconnect between your understanding of the current concerns I raised, and my expectations. I want to ensure we're aligned moving forward, so we'll revisit this conversation when I return from New York. In the meantime, I encourage you to reflect on the feedback I've shared and how we can move toward better alignment with district priorities and protocols.

Annie

> On Jan 23, 2025, at 2:59 PM [redacted]
>
> Annie,
>
> As a follow up to our meeting, I wanted to clarify a few things as well in hopes of resolving any concerns that you had.
>
> As we discussed, we did have a plan for BCA coverage which [redacted] who would support BCA while [redacted] We talked about the variables that made planning coverage challenging, including not knowing the exact dates and time frame [redacted] the unique nature of BCA, and [redacted] given the sensitive nature of her administrator on assignment status. Because of this, we created a general plan with room to shift primary responsibility as needed to best serve the students and staff at BCA. [redacted] took the lead on meeting [redacted] proactively and spending time at the school to assess how to best provide coverage. Although we had hoped that Stacey could play a more primary role from the beginning of the leave, as we discussed, the nature of this coverage and the nature of her leave required that we temporarily shift [redacted] We also reached out to [redacted] to request some help from [redacted] as over the years, [redacted] has served

as an additional support to BCA. I had previously spoken with [redacted] upcoming leave. This week, we had a situation which benefited from [redacted]upport, and as a proactive measure, we determined that we should discuss with [redacted] that if possible, it would be best to have additional support from [redacted] We feel good about how this first week has gone. We look forward to transitioning [redacted] nto a larger administrative presence/role in the coming days. We have been working with [redacted] the schedule.

You also raised concern about my advising [redacted] o file a safe school zones report for a simple assault. I owned that I missed the step [redacted] As soon as [redacted] brought this to my attention, we immediately went to work to resolve this. We were in agreement that we would not ask the police department to pursue this. As we discussed, although, in your words, this situation may have been the straw that broke the camel's back, this is not the reason entirely that you are meeting with [redacted] am also happy to meet with [redacted] about this, and I continue to recommend that we revise our safe school zones reporting form as I believe this has caused unnecessary confusion.

Third, I want to reiterate to you how willing I was to immediately go to School Street School yesterday when asked. In a prior meeting with me, you had suggested that I do not meet with principals enough. Therefore, I was only seeking to inform you that I did have a meeting set up, and that this might impact my ability to get to the meeting, but I was clear that I was happy to go to School Street School. At the time, we were in agreement that sending [redacted] the most sense.

Finally, you have decided to take over supervision and oversight of Discipline, FACE, and Student Services. Can you please let me know how this will be communicated to the directors? I am happy to support this however I can. Thank you for clarifying that this decision was not punitive but rather in preparation for the CASO position - starting the model early!

[redacted]

On Thu, Jan 23, 2025 at 1:41 PM Annie Azarloza <azarloza.a@sau54.org> wrote:

Hi [redacted]

I wanted to follow up on our recent conversation to ensure clarity and alignment moving forward. As we discussed, there were two specific concerns I addressed with you:

Support Plan for Bud Carlson Academy:
I expressed my concern about the lack of a clear plan, including a contingency plan, to support Bud Carlson Academy, one of our most challenging schools with significant issues, during the Brian's medical leave. This is a critical time for the school, and it is

essential to have a structured approach to ensure continuity and support for students and staff.

Safe School Zone Form Error:
We discussed the error made in advising the middle school principal to complete a Safe School Zone form for a simple assault, which was not necessary, and also without verifying whether the student was identified under special education. This led to conflicting information being provided to the police department [redacted] as [redacted] was already offering accurate guidance. Unfortunately, this created confusion and caused a rift between the police department and the school district. I now need to meet with the police chief to address and resolve the matter.

[redacted]

Please let me know if you have any questions or would like to schedule a follow-up conversation to discuss these points further.

Annie

--
Annie Azarloza
Superintendent of Schools
Rochester School District
150 Wakefield Street, Second Floor
Rochester, New Hampshire 03867
azarloza.a@sau54.org
Be the change you wish to see in the world. -Gandhi

Rochester Federation of Teachers and Paraprofessionals
(Teachers' Bargaining Unit),
AFT #3607, AFT-NH, AFL-CIO
and
Rochester School Board

MEMORANDUM OF UNDERSTANDING

Article VI- Compensation-Teacher Workshops and
Time Worked Beyond 185 Days, Sections G. 4 and G. 5

Whereas the parties, the Rochester Federation of Teachers and Paraprofessionals, AFT-NH #3607, AFT-NH, AFL-CIO and the Rochester School Board, negotiated new contract language which became effective August 27, 2022 in Article VI- Compensation-Teacher Workshops and Time Worked Beyond 185 Days, Sections G. 4 and G. 5;

Whereas the parties have been unable to agree on how the additional days beyond 185 days were scheduled for the summer of 2023 and will be scheduled for the summer of 2024;

Whereas the dispute has been processed through the grievance procedure and is now at the arbitration level;

Whereas the scheduled arbitration had to be postponed due to a significant winter storm and rescheduling the hearing was delayed due to the arbitrator being involved in an accident;

Whereas time is of the essence to resolve this dispute prior to the summer of 2024 and address the need for scheduling for the summer as soon as possible;

Therefore, the parties agree as follows:

1. The parties have engaged in discussions to seek a resolution.

2. The parties will begin negotiations for a successor collective bargaining agreement at the beginning of 2025.

3. Both parties maintain their positions with respect to the dispute.

4. In an effort to amicably resolve the matter, avoid costly litigation, and be prepared for the summer of 2024, the parties agree as follows:

   For the summer of 2024, subject to paragraph C below, bargaining unit employees shall not be required to work ESY under the provisions of Article, V. G 4 and 5:

   A. Bargaining unit employees subject to Article, V. G, 5 (OT, PT, Speech/Language Therapists) shall work five (5) additional days (equal to their regular work day as defined in Article VII, B, 3) consisting of professional development, completing evaluations, report writing, attending IEP meetings and other activities as shall be determined solely at the discretion of administration.

   B. Bargaining unit employees subject to Article, V. G, 4 (Nurses), through their respective building administrator/supervisor, will arrange to work the five (5) additional work days (equal to their regular work day as defined in Article VII, B, 3) during the summer of 2024 to provide adequate coverage.

C. Only in the event it is determined by administration that additional ESY coverage is necessary, will bargaining unit employees be required to work ESY under the provisions of Article, V. G 4 and 5. In the event this occurs, ESY work days will be assigned equitably and no more than two (2) days per unit employee.

D. Any ESY days presently scheduled to be worked by bargaining unit employees shall be considered voluntary and shall not count toward the five (5) work days under Article, V. G 4 and 5. However, the employees shall still be paid for the ESY work days at their per diem rate on a pro-rated basis.

E. Either party, if they so desire, may make a proposal regarding Article V, G. 4 and 5 in negotiations for the successor contract which will begin for the 2025-26 contract year.

F. The grievance is hereby withdrawn.

G. This settlement shall not set precedence or establish past practice.

IN WITNESS WHEREOF, the parties have entered into and executed this Memorandum of Understanding on this ____ day of _____, 2024 by and between the Rochester School Board and Rochester Federation of Teachers and Paraprofessionals, AFT#3607, AFT-NH, AFL-CIO.

ROCHESTER SCHOOL BOARD

_____ _____

Chairperson Date

ROCHESTER FEDERATION OF TEACHERS
AFT LOCAL #3607, AFT-NH, AFL-CIO

_____ _____

President Date

[redacted]

---------- Forwarded message ---------
From: **Annie Azarloza** <azarloza.a@sau54.org>
Date: Sun, Nov 10, 2024 at 4:18 PM
Subject: [redacted]

[redacted]

Hi Team,

[redacted] will join us next month some time either the latter part of the first week of December or second week of December. As soon as I know, I will share dates with you. Similarly as we have done in the past, each of you will meet with [redacted] for just an hour (or less), and the team will [redacted] for a meet and greet. I may have [redacted] observe a Tactical meeting if it aligns with the visit. See you Tuesday!

--
Annie Azarloza
Superintendent of Schools
Rochester School District
150 Wakefield Street, Second Floor
Rochester, New Hampshire 03867
azarloza.a@sau54.org
Be the change you wish to see in the world. -Gandhi

[redacted]

---------- Forwarded message ---------
From: **Annie Azarloza** <azarloza.a@sau54.org>
Date: Sun, Dec 8, 2024 at 5:36 PM
Subject: [redacted]

Hi Team,

[redacted] flies into Boston Wednesday afternoon. I'll be taking him to dinner Wednesday night and [redacted] be spending the day with me on Thursday. I'll be setting some time aside Thursday afternoon for you to meet [redacted] if you are free. I put a hold on my calendar from 12:30 - 3:30. [redacted] be in my office during that time and please feel free to pop in, take some time to chat with him, get to know [redacted] ask questions, and talk about your role in the district. It'll be an opportunity to get know [redacted] to get to know us. Fit is always important and [redacted] has to be the right fit for Cabinet. [redacted] plans to spend Friday with a realtor to check out properties in the event this is a mutual fit. Again, if the position of CASO is approved by the School Board, which chances are it will be, [redacted] would still have to undergo the hiring process.

Keep in mind that when we hire leaders with different perspectives, it provides us an opportunity to see things through a different lens and not the way we've always done it (even for me!). Our chief priority is always the children and families that we serve, and it's things like this that allow us to serve our community better. Innovation is the name of the game.

Annie

--
Annie Azarloza
Superintendent of Schools
Rochester School District
150 Wakefield Street, Second Floor
Rochester, New Hampshire 03867
azarloza.a@sau54.org
Be the change you wish to see in the world. -Gandhi





LEADERSHIP ASSOCIATES

SCOPE OF WORK
Rochester School District
School Board and Executive Cabinet
2024-25

The Scope of Work describes the responsibilities and commitments of
Leadership Associates and Rochester School District

These tasks will be performed from July 2024 through June 2025 at a cost not to exceed $50,400 plus expenses.

Consultant Services:

1. **Provide support and advisement for the Board and Executive Cabinet on an as needed basis, including areas such as governance protocols and policies. (***Provide support and advisement for the Board and Executive Cabinet during the 2024-25 school year. Additional topics and areas of focus will be determined by the consultant and the District for the 2024-25 school year. 4 days @ $4,200 total $16,800). Includes*

    - Serve as a thinking partner on school and classroom visits as a way to build relationships in the district, provide clarity, and strengthen the selected areas of focus for teaching and learning.
    - Be available for executive advisement and provide opportunities to think through decisions, debate options all in the spirit of increased support for students.
    - Provide advisement on issues related to budget, staffing, and negotiations.
    - Support the development of communication strategies with all principals, including the process of evaluating each principal.
    - Review and refine systems and structures to maximize the efficiency of each department.

2. **Develop professional development programs for Executive Cabinet and Leadership Team, focusing on developing healthy organizations.** *(4 days x $4,200 total $16,800). Includes: Provide two 2-day Executive Cabinet/Leadership workshops. Includes preparation, delivery, materials development, and follow-up. This includes providing support and advisement. Additional topics and areas of focus will be determined by the consultant and the District for the 2024-25 school year)*

    - Review and discuss the *Five Dysfunctions of a Team*, by Patrick Lencioni.

LEADERSHIP ASSOCIATES, LLC
449 W Foothill Blvd #427
Glendora CA 91741
Phone (760) 771-4277

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made this **May 2024** between **LEADERSHIP ASSOCIATES**, hereinafter called the Contractor, and **ROCHESTER SCHOOL DISTRICT** hereinafter called the District.

The Contractor agrees to perform services for the District as follows:

The Contractor will provide services to the Board and Executive Cabinet from July 2024 through June 2025 as delineated in the attached Scope of Work.

The District agrees to pay the Contractor for consulting services an amount **not to exceed FIFTY THOUSAND, FOUR HUNDRED DOLLARS ($50,400)** for services provided. The Contractor will submit semi-annual invoices to the District. Payments are due within 30 days of receipt of invoice.

Mail remittance to: **Leadership Associates**
449 W Foothill Blvd #427
Glendora CA 91741

Contractor agrees to hold harmless and indemnify the District, its officers, agents, and employees with respect to all damages, costs, expenses or claims, in law or in equity, arising or asserted because of injuries to or death of person or damage to, destruction, loss, or theft of property arising out of faulty performance of the services to be performed by Contractor hereunder.

It is expressly understood and agreed to by both parties hereto that the Contractor, while engaged in carrying out and complying with any of the terms and conditions of this contract, is an independent contractor and is not an officer, agent, or employee of the aforesaid District. Either party may terminate this agreement by providing the other party with ten (10) days written notice. Upon such termination, fees will be determined on a pro rata basis.

Leadership Associates does not participate in a California public pension system. Leadership Associates and the District understand that the work/services provided should not be considered creditable toward the STRS earnings limit as the work is not normally performed by employees of the District and requires less than 24 months (496 business days). REF. CA Education Code § 26135.7 (2014)

CONTRACTOR:	DISTRICT:
LEADERSHIP ASSOCIATES, LLC	ROCHESTER SCHOOL DISTRICT
Taxpayer ID#: 68-038 3653	
By Betty Hall	By
Name Betty Hall, Contracts Administrator	Name Annie Azarloza
Date May 7, 2024	Date 7/25/24

38598 PO 3892

Leadership Associates, LLC
449 W Foothill Blvd #427
Glendora, CA 91741
+1 7607714277
bhall@leadershipassociates.org
www.leadershipassociates.org

INVOICE

BILL TO
Rochester School Dept
150 Wakefield St
Suite B
Rochester, NH 03867-1348

INVOICE # 3846
DATE 12/10/2024
DUE DATE 01/09/2025

ACTIVITY	AMOUNT
Consulting Services Superintendent support and advisement.	30,000.00

Please remit your payment to:

Leadership Associates, LLC
Attn: Betty Hall
449 W Foothill Blvd #427
Glendora CA 91741

BALANCE DUE **$30,000.00**

Bill To

Rochester School Dept.

Accounts Payable
150 Wakefield Street, Suite 8
Rochester, NH 03867-1348
(603) 332-3678

FOR INTERNAL USE ONLY

Auditor Initial Here	**Purchase Order Number: 3892**		
Data Entry	Acct. Code	Amount	
Initial Here Invoice No.			

I hereby certify that the goods or services specified and enumerated above have been received or performed and that the quantities and qualities thereof are in accordance with those ordered.

Receiver _____ Date _____

Check No. _____ Date Paid _____

Vendor

LEADERSHIP ASSOCIATES LLC
449 W FOOTHILL BLVD #427
GLENDORA, CA 91741

Ship To

SUPERINTENDENTS OFFICE
ROCHESTER SCHOOL DEPARTMENT
150 WAKEFIELD STREET SUITE #8
ROCHESTER, NH 03867

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE
		4277	ANNIE AZARLOZA

DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
11/15/2024	38598			CENTRAL OFFICE BUSINESS...

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	PD SERVICES 2024-2025 SCHOOL YEAR	1.0	EACH	$30,000.00	$30,000.00

GL SUMMARY

[redacted] $30,000.00

Instructions: This copy is to be forwarded to the Business Office immediately upon receipt of the material or services ordered herein. Hold report of partial shipment until order is completed unless partial payment is to be made for incomplete order. In case material is damaged in transit or service is unsatisfactory, please make note of the extent of damage or reason for dissatisfaction on this receiving report. Use reverse side if necessary. The district provides preference for the purchase, acquisition, or use of goods, products, or material produced in the United States.

Total Ext. Price	$30,000.00
Total Sales Tax	$0.00
Total Freight	$0.00
Total Discount	$0.00
Total Credit	$0.00
Purchase Order Total	**$30,000.00**

By _____
Superintendent of Schools

RECEIVING COPY



Cabinet Tactical Ongoing Log

District leaders provide a clear vision and then work on ensuring that all the adults get the information they need to make better decisions in service of that vision. ***Decisions flow from culture, not control.***

Districts That Succeed
Chenoweth, 2021

Outcome: Coordinate our work through a team approach, problem solving, and engaging in relationship development

Rational Outcomes: Share priority areas for the week by division
Clarify areas of integration
Ensure streamlined communication with School Community

Experiential Outcomes: Develop into a high functioning leadership team to serve our schools, community, and scholars of RSD

AGENDA

Topic	Notes March 25, 2025	Action Steps
CHECK-IN - Culture eats change for breakfast. - Empty the Cup - Moment of Appreciation - Community Event Calendar - Cabinet Time Off - Cabinet 2024-2025 Goals - Cabinet Norms - Professional Learning o Pyramid of Influence - get out of the box! o Darci Model o Skill/Will Matrix - know where your team members lie o HML Characteristics - know your team's OFI o First Team o Fighting Fires o Communities of Practice o VUCA o USMC History o [redacted] o Revisiting Disagree and Commit o Ladder of Inference o If, Rudyard Kipling		[redacted]
Stop-Start-Continue		

SCHOOL BOARD PREP - Full Board Agenda - TLSS Agenda - Governance Agenda - Operations Agenda - Finance Agenda - Special Board Agenda - School Board Action Sheet - ROS Calendar	March Agenda Changes	
ITEMS NEEDING A DISCUSSION POINT *This needs to have a Cabinet Recommendation Form (CRF).*		
Lightning Round *This is where you share work you need to integrate, strategize and/or clarify with others.*	Superintendent Assistant Superintendent Director of Human Resources Director of Finance Director of Operations Director of Student Services [redacted] Director of Positive Youth Development	Superintendent Assistant Superintendent Director of Human Resources Director of Finance Director of Operations Director of Student Service Director of Positive Youth Development Director of Family and Community Engagement

	Director of Family and Community Engagement	- Available Grants | U.S. Department of Education - Relocation Plan for District

Cabinet Tactical Ongoing Log

District leaders provide a clear vision and then work on ensuring that all the adults get the information they need to make better decisions in service of that vision. ***Decisions flow from culture, not control.***

Districts That Succeed
Chenoweth, 2021

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Rational Outcomes:
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AGENDA

Topic	Notes March 18, 2025	Action Steps
CHECK-IN - Culture eats change for breakfast. - Empty the Cup - Moment of Appreciation - Community Event Calendar - Cabinet Time Off - Cabinet 2024-2025 Goals - Cabinet Norms - Professional Learning o Pyramid of Influence - get out of the box! o Darci Model o Skill/Will Matrix - know where your team members lie o HML Characteristics - know your team's OFI o First Team o Fighting Fires o Communities of Practice o VUCA o USMC History o [redacted] o Revisiting Disagree and Commit o Ladder of Inference o If, Rudyard Kipling	Make Your Mark [redacted] will be the point person for H performance during testing. RMS - 2nd/3rd week of May SHS - PSAT/SAT April 17th Posters have been created with a carnival theme. TIckets will be handed out during testing to be used at a culminating event in June. Messaging should be consistent. It is important but not to create anxiety. Redistricting Timeline for teachers to move. JBC will provide messaging to the school community to ensure one universal message. JBC will hire a moving company to move teachers from their current school to Salmon Falls. All other teachers will be moved by SAU facilities. [redacted] ill provide a list of	[redacted]

	teachers and where they are moving to [redacted] Share plan to TLSS to ensure messaging. All contracts to go out by April 15th to certified staff. Salmon Falls/ CHM to be first. Timeline plan - to be provided [redacted] will provide a draft to Tactical next week.	
Stop-Start-Continue		
SCHOOL BOARD PREP - Full Board Agenda - TLSS Agenda - Governance Agenda - Operations Agenda - Finance Agenda - Special Board Agenda - School Board Action Sheet - ROS Calendar	March Agenda Changes	
ITEMS NEEDING A DISCUSSION POINT *This needs to have a Cabinet Recommendation Form (CRF).*		

Lightning Round
This is where you share work you need to integrate, strategize and/or clarify with others.

Superintendent
- ☐

Assistant Superintendent
- ☐ Preschool/Substantially separate programs
- ☐ Prioritizing
- ☐ Elementary Library Paras - summer hours
- ☐ Nurses/LNAs - summer hours
- ☐ RMS Principal Search
- ☐ Champion for Children

Director of Human Resources
- ☐ MSMS - PE Request

Director of Finance
- ☐

Director of Operations
- ☐ COPS/FOPS

Director of Student Services

[redacted]

Director of Positive Youth Development
- ☐ MV Job Description

Director of Family and Community Engagement
- ☐

Superintendent

Assistant Superintendent
RMS principal search-[redacted] to take the lead on this.

Nursing is asking for extra hours to help with moving. IE Prep paperwork.

[redacted] would like to have two days to set up the library. - [redacted] will look at this.

[redacted]

Please be mindful of principals' time during this time of year.

Preschool - Slowing down. Gonic has a program that is in its early stages.

Potential preschool program at Salmon Falls.

transfer requests - Consistency of how they will be addressed. - [redacted] will follow up.

Director of Human Resources
PE for MSMS during the summer- Greg will potentially help with this initiative.

Director of Finance

Director of Operations

Director of Student Service

Director of Positive Youth Development

Director of Family and Community Engagement

		- Available Grants | U.S. Department of Education - Relocation Plan for District

Topic	Notes March 11, 2025	Action Steps
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Stop-Start-Continue		
SCHOOL BOARD PREP - Full Board Agenda - TLSS Agenda - Governance Agenda - Operations Agenda - Finance Agenda - Special Board Agenda - School Board Action Sheet - ROS Calendar	March Agenda Changes	

ITEMS NEEDING A DISCUSSION POINT *This needs to have a Cabinet Recommendation Form (CRF).*		
Lightning Round *This is where you share work you need to integrate, strategize and/or clarify with others.*	Superintendent ☐ Assistant Superintendent ☑ ~~Special finance and board meeting 3/24~~ ☑ ~~Leadership Meeting Agenda~~ ☑ ~~Full Board Agenda~~ ☐ RMS Principal Search ☐ Grants ☐ Monday Cabinet Meetings: Agenda Reviews ☐ Week 1: Op/Finance ☐ Week 2: Full (All) ☐ Week 3: TLSS/Gov ☐ Week 4: As needed Director of Human Resources ☐ MSMS - PE Request Director of Finance ☐ Director of Operations ☐ Director of Student Services ☐ Director of Positive Youth Development ☐ Code of Conduct ☐ Wrap Around Guide Director of Family and Community Engagement ☐ Handbook ☐ Website input ☐ Family Resource Ctr ☐ Anonymous Reporting	Superintendent Assistant Superintendent Director of Human Resources Director of Finance Director of Operations April 1st - Emergency Preparedness Director of Student Service Director of Positive Youth Development Code of Conduct - alignment happening across the district. To be applied next year. Wrap around guide to help distinguish between different job descriptions. IE Guidance, Wellness, Social Worker Director of Family and Community Engagement District wide handbook. Will give the draft to principals tomorrow at leadership. Reworking website with apptegy. Getting input from stakeholders. parents, staff, community members Family Resource Center - April 2 10:00 AM April 3 - 5:00 PM Invites to go out to community members

		- Available Grants | U.S. Department of Education - Relocation Plan for District

Cabinet Tactical Ongoing Log

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AGENDA

Topic	Notes March 4, 2025	Action Steps
CHECK-IN - Culture eats change for breakfast. - Empty the Cup - Moment of Appreciation - Community Event Calendar - Cabinet Time Off - Cabinet 2024-2025 Goals - Cabinet Norms - Professional Learning o Pyramid of Influence - get out of the box! o Darci Model o Skill/Will Matrix - know where your team members lie o HML Characteristics - know your team's OFI o First Team o Fighting Fires o Communities of Practice o VUCA	[redacted]	

o USMC History o [redacted] o Revisiting Disagree and Commit o Ladder of Inference o If, Rudyard Kipling		
Stop-Start-Continue		
SCHOOL BOARD PREP - Full Board Agenda - TLSS Agenda - Governance Agenda - Operations Agenda - Finance Agenda - Special Board Agenda - School Board Action Sheet - ROS Calendar	March Agenda Changes	
ITEMS NEEDING A DISCUSSION POINT *This needs to have a Cabinet Recommendation Form (CRF).*		

Lightning Round *This is where you share work you need to integrate, strategize and/or clarify with others.*	Superintendent ☐ Assistant Superintendent ☐ School Street School Director of Human Resources ☐ Frontline ☐ SAU Staff Director of Finance - ☐ Director of Operations ☐ Director of Student Services ☐ Director of Positive Youth Development ☐ Juul Summary ☐ YRBS Letters Director of Family and Community Engagement ☐ Press Release schedule ☐ FACE Ctr - Board notification ☐ Farm to Garden grants ☐ EdTV and TV station ☐ Grant membership ☐ Video service $64 month ☐ Website work ☐ Redistricting Comm Plan ☐ Title One mgmt	Superintendent Assistant Superintendent Plan for School St if the boiler goes down. Non school day for students. Working day for teachers. 2nd time students will transport to CHM Director of Human Resources 40 K for the new frontline suite. This suite encompasses onboarding, training, life cycle of employees, tracks benefits, etc. Versatile tool that will improve HR capabilities. Director of Finance Director of Operations Director of Student Service Director of Positive Youth Development Director of Family and Community Engagement Press release schedule coming on Monday. Share anything relative. Good communication to the public to ensure all is going well. Opening of FACE center. Potential of opening before a committee meeting Farm to Garden Grant 6K - Dianne to write. Ed TV - . The TV station for the district. Currently we have a studio at CTE however not being utilized. Grant membership to Foundations database for grants and research. $75 per month

		Website redesign - all schools have a representative. 2 Click connection. FIrst meeting next week. DIstrict will have representation. If you would like to be on the committee please see Dianne. Roll out to be in June to accompany the new district handbook. End of year closing for schools. Cabinet and school board attendance is appreciated. Salmon Falls can not be a Title 1 school immediately. However it can be a targeted school. Push for free/reduced lunch application. - Available Grants | U.S. Department of Education - Relocation Plan for District

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CHECK-IN - Culture eats change for breakfast. - Empty the Cup - Moment of Appreciation - Community Event Calendar - Cabinet Time Off - Cabinet 2024-2025 Goals - Cabinet Norms - Professional Learning o Pyramid of Influence - get out of the box! o Darci Model o Skill/Will Matrix - know where your team members lie o HML Characteristics - know your team's OFI o First Team o Fighting Fires o Communities of Practice o VUCA o USMC History o [redacted] o Revisiting Disagree and Commit o Ladder of Inference	[redacted]	
Stop-Start-Continue		
SCHOOL BOARD PREP - Full Board Agenda - TLSS Agenda		

- Governance Agenda - Operations Agenda - Finance Agenda - Special Board Agenda - School Board Action Sheet - ROS Calendar		
ITEMS NEEDING A DISCUSSION POINT *This needs to have a Cabinet Recommendation Form (CRF).*		
Lightning Round *This is where you share work you need to integrate, strategize and/or clarify with others.*	Superintendent ☐ Assistant Superintendent ☐ Current Priorities ☐ District Handbook ☐ Agendas Director of Human Resources ☐ Purchases Director of Finance - ☐ Finance handbook ☐ Budget Director of Operations ☐ Director of Student Services ☐ March 14th update ☐ Sex Offender ☐ REACH Art show ☐ Elementary School Teachers Director of Positive Youth Development ☐ Policies ☐ MV Job Description Director of Family and Community Engagement ☐ Title 1 ☐ Summer School? ☐ FACE Ctr $ ☐ Website $ ☐ Registration/Redistricting ☐ Kinder promo ☐ Pathways $	Superintendent Assistant Superintendent Director of Human Resources Wrapping up Salmon Falls process. Working on Staff Handbook Working on getting staff into compliance with vector Raptor roll out has started Making sure teachers who are on a plan are getting their PD and credentials Working on onboarding folders with new employees. Director of Finance Roll original budget to a new budget. Compiled a list of potential cuts if asked. Director of Operations Director of Student Service New policy going to governance Mckenny - Vento job description Director of Positive Youth Development Director of Family and Community Engagement [redacted] will play interim grants point person for Title 1. [redacted] will get new grants written with [redacted] Elementary summer school - would like to bring it back. Decision needs by April 1st.

		Face center - Limited openings Tuesday morning, Thursday after noon, 1st and 3rd Wednesday from 4-7 and every 3rd Saturday. Website redesign. Make sure it is OCR compliant. Letter letting parents know where students will be going to school for next year. - Available Grants | U.S. Department of Education - Relocation Plan for District

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- Professional Learning o Pyramid of Influence - get out of the box! o Darci Model o Skill/Will Matrix - know where your team members lie o HML Characteristics - know your team's OFI o First Team o Fighting Fires o Communities of Practice o VUCA o USMC History o [redacted] o Revisiting Disagree and Commit o Ladder of Inference		
Stop-Start-Continue		
SCHOOL BOARD PREP - Full Board Agenda - TLSS Agenda - Governance Agenda - Operations Agenda - Finance Agenda - School Board Action Sheet - ROS Calendar		
ITEMS NEEDING A DISCUSSION POINT *This needs to have a Cabinet Recommendation Form (CRF).*		

Lightning Round *This is where you share work you need to integrate, strategize and/or clarify with others.*	Superintendent ☐ Assistant Superintendent ☐ EOM Recognitions: April and May - full staff recognitions (April 2 breakfast or lunch) ☐ Work from Home Day Feedback ☐ 2/12 Leadership Meeting Director of Human Resources Director of Finance - ☐ Director of Operations ☐ Director of Student Services ☐ Director of Positive Youth Development ☐ Director of Family and Community Engagement ☐	Superintendent Assistant Superintendent April - SSS Breakfast May - WAS Breakfast [redacted]o work together on this. Work from home day Very positive Director of Human Resources Director of Finance Director of Operations Director of Student Service Director of Positive Youth Development Director of Family and Community Engagement - Available Grants | U.S. Department of Education - Relocation Plan for District

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Stop-Start-Continue		
SCHOOL BOARD PREP - Full Board Agenda - TLSS Agenda - Governance Agenda - Operations Agenda - Finance Agenda - School Board Action Sheet		

- ROS Calendar		
ITEMS NEEDING A DISCUSSION POINT *This needs to have a Cabinet Recommendation Form (CRF).*	Choose Love Cabinet Recommen... Peers not Fears Cabinet Recom... Bathrooms	Choose Love Recommendation Choose love would be a district wide program roll out. Supported by the city and police. This would be free to the district. Tiered programming to fit the school needs. Program workload would be shared by MTSS team, teachers and school guidance., Peers not Fears Program trains student leaders. When students finish the program students will train other students. Looking at students who need leadership opportunities. 3 month training program. Proposed [redacted] to pay for the program. Community Partners Paid by Medicaid. Mental Health professionals to be in schools.

Lightning Round *This is where you share work you need to integrate, strategize and/or clarify with others.*	Superintendent ☐ Changing mindsets ☐ Infrastructure Assistant Superintendent ☐ Champions for Children ☐ CFC Info ☐ Outstanding Service Award ☐ EOM Recognitions: WAS and SSS ☐ District Handbook Update Director of Human Resources ☐ Swag for New Hires ☐ Frontline Training ☐ Frontline v Vector? ☐ HR Mid Year Pulse Check ☐ Life Insurance Director of Finance - ☐ Director of Operations ☐ Director of Student Services ☐ Director of Positive Youth Development ☐ D.A.T. Work ☐ SEL Programs: Choose Love, Peers not Fears ☐ Training Scope and Sequences: ☐ Panorama ☐ Trauma & Resilience ☐ Restorative Director of Family and Community Engagement ☐	Superintendent Assistant Superintendent Met with team members regarding the district handbook. Draft to be coming soon. SSS and WAS celebrated at upcoming School Board meeting. Potters to be nominated for Outstanding Service. Alison - Accountable to nomination. Will collaborate with Katy Director of Human Resources New hire swag to include important information regarding specific school and district lanyard. $2000 approved! Frontline training Pulse Check HR Survey to go out to the district for baseline data. Director of Finance Director of Operations Director of Student Service Director of Positive Youth Development Director of Family and Community Engagement

		- Available Grants | U.S. Department of Education - Relocation Plan for District

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AGENDA

Topic	Notes - Jan 21, 2025	Action Steps
CHECK-IN - Culture eats change for breakfast. - Empty the Cup - Moment of Appreciation - Community Event Calendar - Cabinet Time Off - Cabinet 2024-2025 Goals - Cabinet Norms - Professional Learning o Pyramid of Influence - get out of the box! o Darci Model o Skill/Will Matrix - know where your team members lie o HML Characteristics - know your team's OFI o First Team o Fighting Fires	[redacted]	

o Communities of Practice o VUCA o USMC History o [redacted] o Revisiting Disagree and Commit		
Stop-Start-Continue		
SCHOOL BOARD PREP - Full Board Agenda - TLSS Agenda - Governance Agenda - Operations Agenda - Finance Agenda - School Board Action Sheet - ROS Calendar		
ITEMS NEEDING A DISCUSSION POINT *This needs to have a Cabinet Recommendation Form (CRF).*	Summer Hours for LNAs NELMS Conference - RMS CPI - Two additional trainers Behavior Technician Request On Call Stipend	Summer Hours for LNA's Needs a funding stream and dates to be worked. Bring back to Cabinet NELMS Conference Grant money to fund an additional 4 teachers to go to the NELMS conference. Approved with criteria being subs in place in advance of the conference and choosing 4 top performers to attend. CPI Trainers $9,000 - $10,000 needed to attend training. Training would occur over Feb Break. [redacted] as a potential trainer Behavior Tech [redacted] will connect further on this request On Call Stipend New job description needed

Lightning Round *This is where you share work you need to integrate, strategize and/or clarify with others.*	Superintendent ☐ Draft Critical Incident Checklist ☐ February ROS ☐ TLSS - Anticipate ROS questions from committee ☐ SAS ☐ Vision of a Learner/Portrait of a Learner (FACE Roundtable?) ☐ Wrestling mats, equipment, etc. Assistant Superintendent ☐ Director of Human Resources ☐ Swag for New Hires ☐ Frontline Training ☐ Frontline v Vector? ☐ HR Mid Year Pulse Check Director of Finance - 11:00AM report out ☐ Draft FY26 Budget Director of Operations ☐ School Street update ☐ COPS/FOPS ☐ On Call Facility Stipend Director of Student Services ☐ Technical Assistance Presentations ☐ FAPE ☐ UDL ☐ Understanding... Director of Positive Youth Development ☐ DAT Work ☐ SEL Programs: Choose Love, Peers not Fears Director of Family and Community Engagement ☐	Superintendent Assistant Superintendent Director of Human Resources Director of Finance Director of Operations Director of Student Service Director of Positive Youth Development Director of Family and Community Engagement - Available Grants | U.S. Department of Education - Relocation Plan for District

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AGENDA

Topic	Notes - Jan 14, 2025	Action Steps
CHECK-IN - Culture eats change for breakfast. - Empty the Cup - Moment of Appreciation - Community Event Calendar - Cabinet Time Off - Cabinet 2024-2025 Goals - Cabinet Norms - Professional Learning o Pyramid of Influence - get out of the box! o Skill/Will Matrix - know where your team members lie o HML Characteristics - know your team's OFI o First Team o Fighting Fires o Communities of Practice o VUCA o USMC History o [redacted]		[redacted]
Stop-Start-Continue		
SCHOOL BOARD PREP - Full Board Agenda - TLSS Agenda - Governance Agenda - Operations Agenda		

- Finance Agenda - School Board Action Sheet - ROS Calendar		
ITEMS NEEDING A DISCUSSION POINT *This needs to have a Cabinet Recommendation Form (CRF).*		
Lightning Round *This is where you share work you need to integrate, strategize and/or clarify with others.*	Superintendent ☑ ~~Principal's meeting~~ ☐ Draft Budget to Cabinet 1/21 ☐ VUCA Assistant Superintendent ☐ January 27 PD Day ☐ Family Information Center/Online registration ☐ BCA Redesign Team ☐ Portrait/Vision of a Graduate/Learner 2/4 ☐ Food ☐ District wide handbook update ☐ Evening Pathway Presentation ☐ Leadership Meeting Agenda Director of Human Resources ☐ DRAFT HR Team Roles ☐ DRAFT Personnel Manual ☐ DRAFT Onboarding Org Chart ☐ Integrate an HR Web Page on our Website (Dover Comp) ☐ Raptor Rollout (Raptor Info) ☐ Non Union Benefit Guide (2nd Draft) Director of Finance Director of Operations ☐ 5 Year Capital Plan ☐ Onboarding - IT input Director of Student Services ☑ ~~Department staffing updates~~ ☑ ~~Technical Assistance~~ Director of Positive Youth Development Director of Family and Community Engagement	Superintendent Rough draft to budget. NO more add ons to the budget past Friday Jan 17th. CASO- Title of position could be a problem. DIrector of Student Success and intervention https://docs.google.com/presentation/d/1uJ5vxurWLyd7UVLMXUEXa5-A60kP8YmbJKIXZyPIgk8/edit?usp=sharing Executive Director of Student Success How to fund • JUUL • Grant • General Fund • Repurposed Positions Annie will need to SHOW how the position will impact students and the need to differentiate between roles. Assistant Superintendent PD Day [redacted]are working on the new family communication center. WIll have varying hours. Redesigning/Rethinking BCA Portrait of learner Feb 4th

		Handbook Draft will go to Cabinet and TLSS in February 11th & 17th Evening Pathway All things remain the same with just a flex in evening hours. Evening pathway would start at 12:30 -2 during D block. Capping enrollment at 40 students. Students can self refer but can not just show up. One teacher volunteer will have hours flexed and be supported by the Dean of Students. Cafe would supply lunch SpEd services will be provided during D block. Classes will be held at SHS. (4 classrooms) Students can access CTE courses during the regular schedule. Evening program is an extension of SHS NOT a new school. Criteria for enrollment can not be based strictly on behavior. Program is accessible to 10-12. Freshman are excluded. The Evening Pathway is fluid. Option to transfer back to SHS. Extracurriculars - can happen however sports will not be accessible due to the schedule of the Evening school. **Questions** **Bussing? -** Legally we don't have to transport HS.

		SpED would be impacted due to IEP needs. Look for transport to be sponsored. Potential use for the 12 passenger van for door to door service for IEP and Mckinney Vento. Offer EOSL services during D Block Nursing services? NH is not required to have a nurse on premises. Teachers helped to create the Evening model. BCA students enrolling in the Evening Pathway. Additional para would help to support behavior. IE Culture and Climate Specialists **Needs** Full Time Dean of Students SpEd 4 teachers 1 para - Culture & Climate Director of Student Service Department Staffing [redacted]ill take over Mckinney -Vento job description will be revised and go to TLSS for approval. Director of Human Resources Review of Human resource documents. (see linked) Updating RSD website with human resource information

		Having clear answers around the benefit package for NON CBA members. Director of Finance Director of Operations Contractual obligations need to be prioritized before the capitol improvement plan. NO additional projects for FY25. **Current Onboarding Practices** 1. Google (etsy) Sheet is filled out goes to IT 2. How much time is needed for new hires to have login/email information to generate. 3. Next Steps Adding column to Etsy sheet. IT will connect with new hires to ensure they have access to accounts and proper technology. 4. Four days lead time is preferred by IT. If it's a critical need, reach out [redacted] Director of Student Service

		- Available Grants | U.S. Department of Education - Relocation Plan for District

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AGENDA

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CHECK-IN - Culture eats change for breakfast. - Empty the Cup - Moment of Appreciation - Community Event Calendar - Cabinet Time Off - Cabinet 2024-2025 Goals - Cabinet Norms - Professional Learning o Pyramid of Influence - get out of the box! o Skill/Will Matrix - know where your team members lie o HML Characteristics - know your team's OFI o First Team o Fighting Fires o Communities of Practice o VUCA o USMC History o [redacted]	ERS SS McClelland Chamberlain WAS Gonic RMS SHS BCA MSMS	[redacted]
Stop-Start-Continue		
SCHOOL BOARD PREP		

- Full Board Agenda - TLSS Agenda - Governance Agenda - Operations Agenda - Finance Agenda - School Board Action Sheet - ROS Calendar		
ITEMS NEEDING A DISCUSSION POINT *This needs to have a Cabinet Recommendation Form (CRF).*		
Lightning Round *This is where you share work you need to integrate, strategize and/or clarify with others.*	Superintendent Assistant Superintendent Director of Human Resources ☐ DRAFT HR Team Roles Director of Finance Director of Operations Director of Student Services	Superintendent Assistant Superintendent Director of Student Service Director of Human Resources Director of Finance Director of Operations Director of Student Service - Available Grants | U.S. Department of Education - Relocation Plan for District

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AGENDA

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Stop-Start-Continue		

SCHOOL BOARD PREP - Full Board Agenda - TLSS Agenda - Governance Agenda - Operations Agenda - Finance Agenda - School Board Action Sheet - ROS Calendar		
ITEMS NEEDING A DISCUSSION POINT *This needs to have a Cabinet Recommendation Form (CRF).*		
Lightning Round *This is where you share work you need to integrate, strategize and/or clarify with others.*	Superintendent Assistant Superintendent ☐ BCA Bathroom Renovations ☐ Discipline Alignment Team Midyear Report ☐ January 7th Tactical Cabinet Meeting Principal Attendance Director of Human Resources ☐ Letters of Resignation ☐ Exit Survey Data ☐ Finance Entry Level Pos Director of Finance Director of Operations ☐ Critical Response ☐ Media Interest protocol ☐ SSS/Central Office Relocation Director of Student Services ☐ Organization Chart	Superintendent Assistant Superintendent Director of Student Service Director of Human Resources Director of Finance Director of Operations Director of Student Service

		- Available Grants | U.S. Department of Education - Relocation Plan for District

Cabinet Tactical Ongoing Log

District leaders provide a clear vision and then work on ensuring that all the adults get the information they need to make better decisions in service of that vision. ***Decisions flow from culture, not control.***

Districts That Succeed
Chenoweth, 2021

Outcome: Coordinate our work through a team approach, problem solving, and engaging in relationship development

Rational Outcomes: Share priority areas for the week by division
Clarify areas of integration
Ensure streamlined communication with School Community

Experiential Outcomes: Develop into a high functioning leadership team to serve our schools, community, and scholars of RSD

AGENDA

Topic	Notes - December 10, 2024	Action Steps
CHECK-IN - Culture eats change for breakfast. - Empty the Cup - Moment of Appreciation - Community Event Calendar - Cabinet Time Off - Cabinet 2024-2025 Goals - Cabinet Norms - Professional Learning o Pyramid of Influence - get out of the box! o Skill/Will Matrix - know where your team members lie o HML Characteristics - know your team's OFI o First Team o Fighting Fires o Communities of Practice o VUCA o USMC History o [redacted]		[redacted]
Stop-Start-Continue		

SCHOOL BOARD PREP - Full Board Agenda - TLSS Agenda - Governance Agenda - Operations Agenda - Finance Agenda - School Board Action Sheet - ROS Calendar		
ITEMS NEEDING A DISCUSSION POINT *This needs to have a Cabinet Recommendation Form (CRF).*		
Lightning Round *This is where you share work you need to integrate, strategize and/or clarify with others.*	Superintendent ☐ 12 Days of Holidays ☑ ~~EAG~~ ☑ ~~SSAC~~ ☑ ~~Student Services (Truancy, MV, etc.)~~ ☑ ~~27.5 hour Paras~~ ☑ ~~SAU benefits~~ ☑ ~~Mascot~~ ☑ ~~Salmon Falls positions~~ Assistant Superintendent ☑ ~~Afternoon activities on inclement weather days~~ ☐ BCA Bathroom Renovations Director of Human Resources ☐ Letters of Resignation ☐ Exit Survey Data ☐ Raptor ☐ Hiring Process ☐ Teachers ☐ Stipends Director of Finance Director of Operations Critical Response Media Interest protocol SSS/Central Office Relocation Director of Student Services ☑ ~~Academic Evaluator JD~~ ☑ ~~Department updates~~ ☑ ~~Virtual Special Education Teachers~~	Superintendent Assistant Superintendent Director of Student Service Director of Human Resources Director of Finance Budget is moving. Payroll is operating much better with the help of Diane. March 25 budget goes to the city. Director of Operations Director of Student Service

		- Available Grants | U.S. Department of Education - Relocation Plan for District

Cabinet Tactical Ongoing Log

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AGENDA

Topic	Notes - December 3 2024	Action Steps
CHECK-IN - Culture eats change for breakfast. - Empty the Cup - Moment of Appreciation - Community Event Calendar - Cabinet Time Off - Cabinet 2024-2025 Goals - Cabinet Norms - Professional Learning o Pyramid of Influence - get out of the box! o Skill/Will Matrix - know where your team members lie o HML Characteristics - know your team's OFI o First Team o Fighting Fires o Communities of Practice o VUCA o USMC History o [redacted] o AAR - MSMS	Empty the cup with David: Media request MSMS AAR What Happened Call from RPD at 5:00 AM Alison - Delayed Start David - suggested cancel for the day Annie - Thrillshare on the fly RPD - called at 5:50 AM Alison called principal David called transport What are we learning No process - VUCA Every situation is different Next Steps	[redacted]
Stop-Start-Continue		
SCHOOL BOARD PREP - Full Board Agenda - TLSS Agenda		

- Governance Agenda - Operations Agenda - Finance Agenda - School Board Action Sheet - ROS Calendar		
ITEMS NEEDING A DISCUSSION POINT *This needs to have a Cabinet Recommendation Form (CRF).*	Special Education Admin. Assistant Academic Assessor • Job Description Title I PD Funds Request	SpEd paperwork is becoming unmanageable. The need for an admin assistant is being requested. Sped Assistant and Academic Assessor are being tabled for further review. 2 positions at 27.5 hours - funding source would be vacant SpEd para positions. Potential for FT next year. YES! Academic Assessor - 3 positions. Candidate would need to be a certified educator. Would repurpose SpEd teachers for funding. Needs to go to TLLS/Finance/Full Board Title 1 funds for conference - for Dianne and Andrea YES!
Lightning Round *This is where you share work you need to integrate, strategize and/or clarify with others.*	Superintendent ☑ ~~Staggered hours at the SAU~~ ☑ ~~Building Capacity~~ ☑ ~~FACE Roundtable~~ [redacted] ☑ ~~SSAC~~ [redacted] ☑ ~~Educator Advisory Council - T&L~~ ☑ ~~Handle With Care~~ ☑ ~~Native American Powwow~~ [redacted] ☑ ~~Principals~~ ☐ Culture and Climate Family and Staff Survey data Assistant Superintendent ☑ ~~New Courses~~ [redacted] ☑ ~~Policy KA-1~~ ☑ ~~Holiday Admin Event~~ ☑ ~~Radios~~ ☑ ~~Concert Crowd Managers~~ ☑ ~~CIA Website~~	Superintendent Staggered start - Survey will go out from HR. Assistant Superintendent New courses - IF we approve the courses that does not mean it will be approved through the budget. RMS - UA - YES. All courses YES! Leadership Meeting Admin holiday 3:30 - 5:30 at the Rev.12/11/24

	☑ ~~MSMS Building Sub/guidance support~~ ☑ ~~Support for teachers going through alternative paths (process and instruction/classroom management support)~~ ☑ ~~Leadership Meeting Agenda~~ Director of Human Resources ☐ [redacted] Director of Finance ☐ Director of Operations ☐ Review Updated Job Descriptions for IT Department ☐ Potential new kitchen hire for Salmon Falls School ☐ Google Implementation Specialist ☐ IT Customer Service & Support Specialist Director of Student Service ☐ [redacted]position ☐ Changes in the SAU Office	Director of Student Service

		Director of Human Resources Director of Finance Director of Operations Director of Student Service - Available Grants | U.S. Department of Education - Relocation Plan for District

Cabinet Tactical Ongoing Log

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AGENDA

Topic	Notes - November 19 2024	Action Steps
CHECK-IN - Culture eats change for breakfast. - Empty the Cup - Moment of Appreciation - Community Event Calendar - Cabinet Time Off - Cabinet 2024-2025 Goals - Cabinet Norms - Professional Learning o Pyramid of Influence - get out of the box! o Skill/Will Matrix - know where your team members lie o HML Characteristics - know your team's OFI o First Team o Fighting Fires o Communities of Practice o VUCA o USMC History o [redacted]		[redacted]
Stop-Start-Continue		
SCHOOL BOARD PREP - Full Board Agenda - TLSS Agenda - Governance Agenda		

- Operations Agenda - Finance Agenda - School Board Action Sheet - ROS Calendar		
ITEMS NEEDING A DISCUSSION POINT *This needs to have a Cabinet Recommendation Form (CRF).*	Special Education Admin. Assistant Academic Assessor CRF - Admin Assistant CIC	SpEd paperwork is becoming unmanageable. The need for an admin assistant is being requested. Sped Assistant and Academic Assessor are being tabled for further review. CIC Admin Assistant - position will enhance customer service, reduce ticket management, increase teacher support around technology. Approved
Lightning Round *This is where you share work you need to integrate, strategize and/or clarify with others.*	Superintendent ☑ ~~Monthly board meetings now start at 6PM!~~ ☑ ~~Banker email re: holiday names~~ ☑ ~~Health Incentive results~~ ☑ ~~Higher Ed results~~ ☑ ~~Quarterly Fireside Chats eventually w/ special guests - first one 1/10/25~~ ☑ ~~Walkthroughs with principals in their building re: distribution of classrooms~~ ☑ ~~Number of tracks of each grade level;~~ ☑ ~~Early intervention;~~ ☑ ~~Sub-sep program;~~ ☑ ~~Wellness space; and~~ ☑ ~~Other~~ ☑ ~~Electronic SPED files~~ Assistant Superintendent ☑ ~~TLSS Presentation~~ ☐ 25-26 Calendar: Admin Feedback ☐ Snow Day PD ☐ Assessment Schedule ☐ Admin Holiday Gathering 12/11 3-5 (replaces the leadership meeting) ☐ SHS Proposal for bathroom renovations/JUUL funds ☐ Office Holiday Cheer ☐ 12 Days Director of Human Resources ☐ Longevity ☐ [redacted]Grants ☐ Leaves Training	Superintendent • Getting SpEd Files electronically. This project will take many months especially with our move to SSS. • Thoughtexchange data - 195 responded. FAQ to answer questions • Healthcare - 48% would take 2K buyout. • Fireside chats - Starting in Jan at Revolution. • Walkthroughs with principals Assistant Superintendent • Concern around the new calendar. removing ½ days will impact teacher conferences. • Snow day plan was well received • Does this plan pertain to MSMS • Turning gang bathrooms into one stall units. • Director of Human Resources • Push candidates to the first available committee. • [redacted]ll help with Federal Grants until we hire. • Healthcare going up 14%. Entering an exploratory group with the city to review options for healthcare. • MOU for teachers and paras

	☐ MOU ☐ Healthcare Exploration ☐ Nomination Cycle Director of Finance Director of Operations ☑ ~~BID (RMS Band and Chorus)~~ ☑ ~~OPS update~~ Director of Student Service ☐	• Longevity to go out early for CBA members. Non CBA members Director of Finance Director of Operations • Bid proposal - RMS HVAC for band/chorus. 60K. Post today. Closes on Dec. 16. • Electrical panels at CHM and MCC will be upgraded. fix AC between CTE and SHS. Mini Split for MSMS. Director of Student Service - Available Grants | U.S. Department of Education - Relocation Plan for District

Cabinet Tactical Ongoing Log

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AGENDA

Topic	Notes - November 12 2024	Action Steps
CHECK-IN - Culture eats change for breakfast. - Empty the Cup - Moment of Appreciation - Community Event Calendar - Cabinet Time Off - Cabinet 2024-2025 Goals - Cabinet Norms - Available Grants | U.S. Department of Education - Relocation Plan for District - Professional Learning o Pyramid of Influence - get out of the box! o Skill/Will Matrix - know where your team members lie o HML Characteristics - know your team's OFI o First Team o Fighting Fires o Communities of Practice o VUCA o USMC History o [redacted] ▪ Coursera		[redacted]
Stop-Start-Continue		

SCHOOL BOARD PREP - Full Board Agenda - TLSS Agenda - Governance Agenda - need updated agenda - Operations Agenda - Finance Agenda - School Board Action Sheet - ROS Calendar		
ITEMS NEEDING A DISCUSSION POINT *This needs to have a Cabinet Recommendation Form (CRF).*		
Lightning Round *This is where you share work you need to integrate, strategize and/or clarify with others.*	Superintendent ☑ ~~Staff surveys~~ ☑ ~~Budget Allocation meetings~~ ☑ ~~Principal's meeting~~ ☑ ~~Strategic Plan~~ ☑ ~~Snow days (paras, teachers, etc.)~~ ☑ [redacted] ☑ ~~Staff without credentials~~ ☑ ~~Board Action WS~~ Assistant Superintendent ☑ ~~Fun TLSS Update – McC Houses~~ ☑ ~~Leadership Meeting Agenda – Draft for Cabinet Review~~ ☐ Snow Day Training for Staff (Brainstorm) Director of Human Resources Director of Finance Director of Operations ☐ Redistricting/Logistics Director of Student Services ☑ ~~Key card access for contracted staff members~~ ☑ ~~ROS~~	Superintendent • HR will send surveys on Friday • Annie will develop survey to gauge performance of SAU • Strategic plan- Annie will create a dashboard to track strategic plan. Assistant Superintendent • Snow Day training for staff on Vector. • Can staff choice their own trainings • Using Arxed - company keeps track of completion. • Vector offers multiple add ons. • Vet your SnowDay topics and BOLD them when finished Director of Human Resources How to track sub fill rate? Director of Finance Director of Operations

		Director of Student Service ☐ Key card access for contracted staff. YES!

Cabinet Tactical Ongoing Log

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AGENDA

Topic	Notes - November 5 2024	Action Steps
CHECK-IN - Culture eats change for breakfast. - Empty the Cup - Moment of Appreciation - Community Event Calendar - Cabinet Time Off - Cabinet 2024-2025 Goals - Cabinet Norms - Available Grants | U.S. Department of Education - Relocation Plan for District - Professional Learning o Pyramid of Influence - get out of the box! o Skill/Will Matrix - know where your team members lie o HML Characteristics - know your team's OFI o First Team o Fighting Fires o Communities of Practice o VUCA o USMC History		[redacted]

Stop-Start-Continue		
SCHOOL BOARD PREP - Full Board Agenda - TLSS Agenda - Governance Agenda - Operations Agenda - Finance Agenda - School Board Action Sheet - ROS Calendar		
ITEMS NEEDING A DISCUSSION POINT *This needs to have a Cabinet Recommendation Form (CRF).* ☐ Union Proposals		
Lightning Round *This is where you share work you need to integrate, strategize and/or clarify with others.*	Superintendent ☐ Staff Climate Survey (ThoughtExchange) ☐ Family Climate Survey (ThoughtExchange) ☐ Redistricting bus routes ☐ School Street/Ops/BCA Assistant Superintendent ☑ ~~ROS~~ ☑ ~~PD Committee~~ Director of Human Resources ☑ ~~Raptor Update - Recs from Dean~~ ☑ ~~Reporting Update~~ ☑ ~~Position Control Upgrade (Diane Hoyt)~~ ☐ HR Org Chart ☑ ~~New Personnel Board Stuff~~ ☑ ~~SBLP / Intern License Update~~ Director of Finance Director of Operations Director of Student Services	Superintendent Staff Climate Survey • School location • Role • Years • Provides Effective teaching and safety techniques • I feel like I belong • I can manage almost any behavior problem • I feel valued • Physical conflict at school • Inviting workspace • Provides quality social/emotional/ mental health needs • Staff recognizes positive behavior Family Survey • The staff care about my child • I feel heard at the school • Bullying is a problem • partner in my child's education • My child feels a sense of belonging at school • My student has adequate use to technology Redistricting • Proof of concept applied to all three designs.

		• Cabinet members will drive routes for new redistricting to ensure the routes work. • Calculate time on the bus. • Be looking for things that may encounter/impact route. • Routes will be done by [redacted] next Tuesday. Assistant Superintendent • Committee to enhance PD to include HR/SpEd/ • Discipline alignment continues with Jaqui • Looking at alternate pathways for SHS students with [redacted] Director of Human Resources • MOU on $500 to use workshop money to pay for license. Still be worked out. Will be reimbursed if already paid • [redacted] from the city. Working on upgrading Munis. • All state reports have been submitted. Director of Finance • Be prepared to talk about surplus Director of Operations Director of Student Service

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AGENDA

Topic	Notes - October 29 2024	Action Steps
CHECK-IN - Culture eats change for breakfast. - Empty the Cup - Moment of Appreciation - Community Event Calendar - Cabinet Time Off - Cabinet 2024-2025 Goals - Cabinet Norms - Available Grants | U.S. Department of Education - Professional Learning o Pyramid of Influence - get out of the box! o Skill/Will Matrix - know where your team members lie o HML Characteristics - know your team's OFI o First Team o Fighting Fires o Communities of Practice o VUCA		

Stop-Start-Continue		
SCHOOL BOARD PREP - Full Board Agenda - TLSS Agenda - Governance Agenda - Operations Agenda - Finance Agenda - School Board Action Sheet - ROS Calendar 2024-2025		
ITEMS NEEDING A DISCUSSION POINT *This needs to have a Cabinet Recommendation Form (CRF).*		
Lightning Round *This is where you share work you need to integrate, strategize and/or clarify with others.*	Superintendent ☑ ~~Communication intersection~~ ☑ ~~ROS - due 11/5 to Cabinet~~ ☑ ~~Grants - Subscriptions/Programs (Andrea and Kathy)~~ ☑ ~~Special Education Teachers (CBA Clause)~~ ☑ ~~Union proposals~~ ☑ ~~Budget planning/Juul Settlement/Altria~~ ☐ Dean of Students ☐ Counselors for Wellness Spaces ☐ Wraparound Coordinators ☐ Culture and Climate Specialists ☐ RJ/UABT Trainers ☐ Instructional Coaches (behavior) ☐ Research and Data Analyst ☐ Grant Writer ☐ After school stipends for RJ accountability projects ☐ Late buses Assistant Superintendent ☐ Elementary Classrooms/ Communication with Principals ☐ Assessment Schedule: Potential Revision ☐ Panorama Survey ☐ Online Student Registration Beginning in December Director of Human Resources ☐ Raptor Rollout ☐ SBLP ($500)	Superintendent • Feedback from [redacted]s positive on cabinet relationships. • Make sure when working on projects you communicate with all involved. • CBA clause- fiscally not able to do this year. • Tier1/Tier2 new positions can be covered with [redacted] • Some of these positions will be filled with para's who have extra training. • Stipends for educators who stay after school with [redacted] • Potential academy over the summer for paras to train in SEL. • Fly new positions soon. Hire but not start until July 1. This will help with promoting our own staff. Annie will develop job descriptions [redacted]

Director of Finance

Director of Operations

- ☐ Redistricting update

Director of Student Services

Assistant Superintendent

- Student assessment schedule is heavy.
- If teachers can find another way to meet Smart Goals we can drop NWEA.
- Panorama survey will be coming in by 11AM from [redacted]
- Student registrations will be online starting in December.
- Clara will train registrar at RMS/SHS
- Annie will do welcome video for registration
- Communicate with principals/admin assistants that this is happening

Director of Human Resources
DARCI Model or RAPTOR

- [redacted]
- [redacted]
- [redacted]

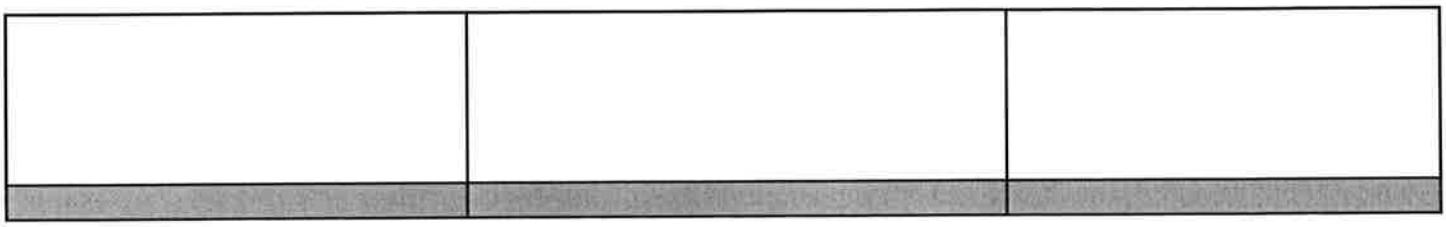
[redacted] connects with [redacted] and makes sure [redacted] are available for training on ½ day workshop. [redacted] will also work on protocol if a volunteer pops red.

- [redacted]
- [redacted]

Director of Finance
DARCI MODEL for Walkie Talkies

[redacted]

		C Update on finance admin position. Director of Operations [redacted] present 3 different redistricting plans to the board. • Special programing/Early intervention at 4 schools. Director of Student Services • Potentially moving a SPED educator to SHS. • Lawyer coming to speak to students who have disabilities on their voting rights at SHS. [redacted] will be his escort.



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AGENDA

Topic	Notes - October 22 2024		Action Steps
CHECK-IN - Culture eats change for breakfast. - Empty the Cup - Moment of Appreciation - Community Event Calendar - Cabinet Time Off - Cabinet 2024-2025 Goals - Cabinet Norms - Available Grants | U.S. Department of Education - Professional Learning o Pyramid of Influence - get out of the box! o Skill/Will Matrix - know where your team members lie o HML Characteristics - know your team's OFI o First Team o Fighting Fires o Communities of Practice o VUCA (postponed to 10/29 due to FACE interviews on 10/22)	FACE INTERVIEWS		

Stop-Start-Continue			
SCHOOL BOARD PREP - Full Board Agenda - TLSS Agenda - Governance Agenda - Operations Agenda - Finance Agenda - School Board Action Sheet - ROS Calendar 2024-2025			
ITEMS NEEDING A DISCUSSION POINT *This needs to have a Cabinet Recommendation Form (CRF).*			
Lightning Round *This is where you share work you need to integrate, strategize and/or clarify with others.*	Superintendent ☐ Assigned Board members to observe during meetings - not married to the following pairings – swap if you like! [redacted] ☐ 2025-2026 Calendar ☐ Redistricting ☐ Budget - positions; attrition ☐ Emotional Support Dog Proposed Policy ☐ Monthly Leadership Meeting (PL - Annie) ☐ Assistant Principal Academy ☐ SSAC - [redacted] ☐ EAC - (T&L Team) ☐ FACE Roundtable (FACE Director)	Superintendent • Assigning cabinet members to SB members will help with AAR. • Governance - MSMS removing the 20 extra days aligning with the rest of the district. NEEDS TO GO ON AGENDA • Calendar is tentative. Still need principal/tri-city supe review. • COA 1 (Standard) - 20 students per class • COA 2 (Ideal)- 5 specialized programs w/ 20 students per class. (20 classrooms + 1) • COA 2 (Dream) - Early intervention	Working

	Assistant Superintendent ☐ Portrait of a Graduate Steering Committee ☐ Discipline Alignment Committee/AP Professional Learning: [redacted] ☐ Assessment schedule Director of Human Resources ☐ Admin Assist Timeline/ SAU Location ☐ LNP Update ☐ Staffing Requests ☐ Raptor Update Director of Finance ☐ FY26 Budget - process Director of Operations ☐ Ops Committee/data collection for relocating District office ☐ Redistricting COAs (SPED) ☐ 5 year capital plan/Principals collaboration Director of Student Services ☐ Technical Assistance	program w/specialized programming w/ 20 students per class. (20 classrooms + 2) • Chamberlain has 17 classrooms w/ 2 tracks per grade • McC has 24 classrooms 3 tracks per grade • David will present three COAs for redistricting. • 20 • 20+1 • 20+2 Assistant Super • Updating portrait of a graduate w/ CIA coaches • Aligning the discipline committee. Looking at professional development for AP's. What are the why's around certain practices. Can ½ days be utilized for AP training. • Potentially moving NWEA to FALL-FALL • Panorama - culture and climate survey: Student, Staff and Families. Panaram provided an opt-in letter and not opt out.	

		Director of Human Resources • Long Office - [redacted] Computer, Phone, Desk, Chair. • [redacted] will transition on Monday. • LPN - No go. Too much liability. [redacted] has other ideas to help build relationships with providers and families, Can we contract out? • Staff changes change payroll code [redacted] needs to be looped in to do appropriate paperwork. • [redacted] is working on org charts for all departments and all schools. • Raptor is going forward [redacted] would like an additional pair of eyes to review policy. [redacted] will review with [redacted] • Loop in IT after [redacted] has given his recommendation. Finance • [redacted] has built templates for building principals for budget and	

		who to consult with. • 7 laptops will be needed for the finance department to work from home. • [redacted] will meet with [redacted] to discuss SpEd spending. Operations • [redacted] will meet wit[redacted] to integrate SpEd [redacted] districting. • [redacted] is spending next two weeks with [redacted] to gain better perspective on facilities. • Money has been allocated for Banwell to design office space for SSS. Director of SpEd • Working on student pull out times V. Core instruction.	

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AGENDA

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Stop-Start-Continue		
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ITEMS NEEDING A DISCUSSION POINT *This needs to have a Cabinet Recommendation Form (CRF).* ☐		
Lightning Round *This is where you share work you need to integrate, strategize and/or clarify with others.*	Superintendent ☑ ~~School Buildings - Optimizing space~~ ☑ ~~School Street - next steps~~ ☑ ~~Strategic Cabinet Discussion~~ ☐ Central Office PD ☐ Contracted Days ☐ PD Allowance Assistant Superintendent ☑ ~~TLSS~~ Director of Human Resources ☑ ~~Survey results~~ ☑ ~~FACE Director update~~ ☑ ~~Position Control Project - Consultant~~ ☑ ~~Finance/Ops Assistant/Senior Accountant Pos~~ ☑ ~~Raptor~~ ☑ ~~Addendum Discrepancy~~ Director of Finance ☑ ~~Hannaford donation check how to apply it?~~ ☑ ~~Review: Bid Waiver & Sole Source Request forms~~ https://docs.google.com/document/d/1FiqqAgAJwM9DYseb1sBFckkl4T0NHUwFP42mgg8MI3o/edit	Sup • Making sure we are auditing classrooms. What space does every school need? • Bring list/evaluation of direct reports for November Strategic Meeting. Review of rubric • Contracted time is for -CBA's • Non union handbook for reference? • Director of Human Resources • Pre screening [redacted] and Nichole. 5 candidates moving forward for Friday. Cabinet interviews next Tuesday. • Consultant from the city will help with position control. Separate meeting will be scheduled [redacted]

	https://docs.google.com/document/d/1BzQTTq_Vxb68sg4hGDI-pegcsG9AGe1NUD72BqqgnuE/edit ☑ ~~Review and provide feedback:Travel Authorization form~~ https://docs.google.com/document/d/1rfTXEgyA28IIX8DypmmF5nJkV-JgjMqHicnMJe-Zkbo/edit Director of Operations ☑ ~~Redistricting (Sarah C)~~ ☑ ~~EOPs submitted~~ ☑ ~~IT restructure~~ ☑ ~~School St renovations 7 Nov (presentation to Ops Committee)~~ ☑ ~~cleaning the CIP Budget with [redacted]~~ Director of Student Services ☑ ~~SPED in the MS/HS status~~ ☑ ~~CPI~~ Federal Grants Manager ☑ ~~USDOE Status~~	• Car[redacted]e the go between with [redacted] will revise the SR. accountant job description. • Potentially using Raptor for fingerprinting for volunteers & chaperones. This will free up resources. [redacted]s meeting with the company to clarify. • Director of Finance • Hannaford donation will be used for testing snacks. • New travel form. - One form. Needs to be finalized before going live. DIrector of Op • Director of IT - consult with IT from Sig Sauer • SSS talking with contractors/ Banwell. To design office spaces. Water leak in basement and attic. • will present to the Op committee on November 7. Director of Student Services • Candidate for HS SpEd need to pass the praxis or two SpEd classes [redacted]s vetting university to help with licensing. • CPI happening with paras tomorrow. Federal Grants Manager 2 day audit w/ dept of ED. Many departments will be involved.
Board Policy & Administrative Regulation Reviews •		
Future Items for Discussion •		

Cabinet Tactical Ongoing Log

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Districts That Succeed
Chenoweth, 2021

Outcome: Coordinate our work through a team approach, problem solving, and engaging in relationship development

Rational Outcomes: Share priority areas for the week by division
Clarify areas of integration
Ensure streamlined communication with School Community

Experiential Outcomes: Develop into a high functioning leadership team to serve our schools, community, and scholars of RSD

AGENDA

Topic	Notes - October 8 2024	Action Steps
CHECK-IN - Culture eats change for breakfast. - Empty the Cup - Moment of Appreciation - Community Event Calendar - Cabinet Time Off - Cabinet 2024-2025 Goals - Cabinet Norms - Available Grants | U.S. Department of Education - Professional Learning o Pyramid of Influence - get out of the box! o Skill/Will Matrix - know where your team members lie o HML Characteristics - know your team's OFI o First Team o Fighting Fires o Communities of Practice	Professional Learning Recap Toxic Community • Fueled by emotional overload • Sarcastic Humor • Protective stance with leaders to defend the status quo. • Passive aggressive behavior Laissez-Faire Community • Pleasant but disconnected leadership • Left alone to do their own thing Congenial Community • Warm welcoming personality could be considered "good enough" • Do not challenge each others ideas	• Remove the most negative individual or destructive ringleader from the group • Build Bridges • Adopt structures that equalize participation. • Determine when and how the group interacts well. • Establish clear norms Asses how much time is wasted on unimportant topics Use data to reframe focus from adult comfort to students losing out

Stop-Start-Continue		
SCHOOL BOARD PREP - Full Board Agenda - School Board Action Sheet - ROS Calendar 2024-2025		No action needed
ITEMS NEEDING A DISCUSSION POINT *This needs to have a Cabinet Recommendation Form (CRF). Any decision that seems too minimal for CRF needs to be simple and may not be Cabinet level HML finalized.* ☐ Nurse Practitioner		• Call to Primex to see what the implications are of having an NP? [redacted] • Data relevant to having an NP. Lowest achieving students/Attendance
Lightning Round *This is where you share work you need to integrate, strategize and/or clarify with others.*	Superintendent ☑ ~~Board 1:1s~~ ☑ ~~WAS/Survey/hiring process Salmon Falls~~ ☑ ~~School Street~~ ☑ ~~Educator Advisory Council~~ ☑ ~~Supt. Student Advisory Council~~ ☑ ~~FACE Roundtable~~ ☑ ~~Strategic Cabinet Meeting (budget discussion)~~ ☑ ~~Instructional Coaches~~ ☑ ~~MS and HS Deans~~ [redacted] ☑ ~~BCA Wraparound Coordinator~~ [redacted] ☑ ~~MS/HS Wellness spaces staffed by wellness coordinators for ISS and dysregulated students (Juul)~~ Assistant Superintendent ☑ ~~Small Wonders Proposal (Michele 11:30)~~ ☑ ~~Panorama Timeline~~ ☑ ~~Discipline Alignment Committee~~ ☑ ~~ROS~~ Director of Human Resources ☑ ~~FMLA~~	• Survey will go out. Review data within the week. • • SSS trip to review space Friday 9:15AM • All cabinet members to join FACE other councils are optional. • Potentially adding deans [redacted] • BCA needs wrap around coordinator • Great opportunity to pilot wellness spaces using [redacted] • Program will be Full time M-F 7:00 AM -2:30 • tuition increase to $350.00 per month for 16 students/ 10 months. • Revenue of 16K • Students would provide own lunch • Allow students to complete their pre apprenticeship

	☑ ~~State Reporting Update~~ ☑ ~~Volunteers~~ Director of Finance ☑ ~~FY26 Budget template update~~ ☑ ~~DOE25 update~~ ☑ ~~PD template rework~~ ☑ ~~Submit/Approve~~ Director of Operations ☑ ~~Flu Clinics (22 Oct at HS; 29 Oct at ERS, 4pm-6:30pm~~ ☑ ~~Fresh Fruits and Veggie Application submitted~~ ☑ ~~Direct certified list for National School Lunch Program submitted~~ ☑ ~~Initial Facilities Assessment is done/ reviewing notes with Principals this month~~ ☑ ~~EOPs signed by Fire and Police Depts~~ ☑ ~~Spaulding Athletic Complex review with Architect, Wed, 1230~~ ☑ ~~Spaulding Special Ed/Courtyard review with Architect, Wed 2:30pm~~ ☑ ~~Relocation of Central Office Assessment to School St~~ ☑ ~~Redistricting route recon with Transpo Dept, 16 Oct, 9am~~ Director of Student Services ☑ ~~Next Year's Calendar~~ ☑ ~~CIRT Renewal~~ ☑ ~~504 Training~~ ☑ ~~Technical Assistance~~ ☑ [redacted] ~~starts 10.15~~ ☑ ~~Pocket position~~ Federal Grants Manager ☑ ~~Vape Detector Bid~~ ☑ ~~2-way Radio~~ ~~Requests~~ ☑ ~~2-way Radio Bid??~~ ☑ ~~2-way Communications~~	• Evidence based and widely used. • This initiate would help support Rochester needs • HS students will earn 24 college credits for this course. The cost to students is zero. • Project will move forward • Discipline Alignment committee working well • Revamp FMLA to bring into compliance. Board policy and CBA. HR determines eligibility. Can Frontline be set up to automatically flag HR • Freeze on volunteers due to onboard subs and teachers. • Potentially use RAPTOR for volunteers. Forward contracts t[redacted] Panorama and Thoughtexchange Report is finished Google Doc for certs and deadlines to DOE EOP's will be signed and handed off by Thursday for Shane's signature

		Bring SSS move to Operations on November 5 Project needs to be approved by December 2024. Will hire an outside contractor to work on retrofitting. How to plan TW days to get in PD. Can use Title 2 if it's PD related. Can we amend the bid for Vape detectors? • 2-way radios - SGT [redacted] proposing a universal radio system across the district. • [redacted]ill draft a sole source letter for radios so as not to go out to bid.
Board Policy & Administrative Regulation Reviews •		
Future Items for Discussion •		

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AGENDA

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CHECK-IN - Culture eats change for breakfast. - Empty the Cup - Moment of Appreciation - Community Event Calendar - Cabinet Time Off4: - Cabinet 2024-2025 Goals - Cabinet Norms - Available Grants | U.S. Department of Education - Professional Learning o Pyramid of Influence - get out of the box! o Skill/Will Matrix - know where of of your team members lie o HML Characteristics - know your team's OFI o First Team	Empty the Cup: Annie with David on blueprints of buildings Fighting Fires What one thing stood out to you from the reading as being important? What appears to be the lessons about this reading? What it Takes to be a Great Leader	[redacted] What is keeping you from sharing with cabinet Trust - unsure of what to share because of confidentiality. or other factors. Crisis Management & unpredictability Work on systemic change 1. Sensemaking

o Fighting Fires (read for 9/10 Tactical meeting) o What it takes to be a great leader by Roselinde Torres o Great Leadership is a network, not a hierarchy by Gitte Frederiksen	What might be the impact of this on our work? Great Leadership is a Network–not a Hierarchy What do we agree are the shared changes or directions for moving forward?	2. Balancing reactive and proactive leadership - long term goals 3. collaboration & delegation 4. Adaptability & Resilience 5. Clear sense of purpose - our why - clear focus on the mission. 5 Conditions that can prevent fires (crisis) 1. Strong sense of priorities to differentiate between issues that require immediate attention those that can wait 2. clear expectations and role clarity 3. Reliable information flow 4. Trust & relationships 5. Flexibility & adaptability When we engage in past practices 1.Outdated methods 2. Changed contexts (considered unethical or even illegal, risk of compliance issues 3. Inefficiency (we must evolve with technological advancement) 4. Lack of equity 5 Innovation and progress (rigid, traditional practices hinder growth)
Stop-Start-Continue		
SCHOOL BOARD PREP - Full Board Agenda - School Board Action Sheet - ROS Calendar 2024-2025		
ITEMS NEEDING A DISCUSSION POINT *This needs to have a Cabinet Recommendation Form (CRF). Any decision that seems too minimal for CRF needs to be simple and may not be Cabinet level HML finalized.*		
Lightning Round *This is where you share work you need to integrate, strategize and/or clarify with others.*	Superintendent ☑ ~~Leading with Vision: Transforming Our School District Together~~ ☑ ~~MS Families Letter~~ ☐ Tuition-in Request Form ☑ ~~Cabinet Get Together~~ ☑ ~~October 3 Central Office Meeting~~	Shannon will send out to [redacted] and then tot families October 25 – Dover V SHS November 22- Upstairs at Rev 4:00 PM

	☑ ~~Naming of Salmon Falls~~ ☑ ~~School Street~~ ☑ ~~School visits to learn spacing for redistricting and tiered approach to budget~~ ☑ ~~November Cabinet Strategic meeting~~	Making sure the space is optimized. CRAZY IDEA —-using this matrix to discuss leadership 4X a year cabinet only. What is the goal? 1. To calibrate 2. To grow leadership 3. Informational Tool Concerns? 1. It doesn't feel transparent, worried about breaking the trust that has been built. 2. Could this matrix be grievable if principals are not aware?
	Assistant Superintendent ☑ ~~10/10 ROS~~ ☑ ~~Behavioral Threat Assessment Team~~ ☑ ~~National Principals Month~~ ☑ ~~Portrait of a Learner/Graduate~~ ☑ ~~March PD Day~~ ☑ ~~Vector Training Schedule~~ ☑ ~~Small Wonders Proposal~~ ☑ ~~RMS Tutoring Proposal~~ Director of Human Resources ☐ Salmon Falls Staff Survey Director of Finance ☐ October projections Director of Operations ☐ Ops Committee ☐ Flu Clinics Director of Student Services ☐ Federal Grants Manager ☐ Vape Detectors ☐ Altria	Behavioral Threat Assessment this work being done b[redacted] Treats & Cards for all principals at next Tactical for Principals Month Vector training [redacted] working with principals to get all staff training. SAU/ Paras can use Vector training for remote days. Survey will provide adequate staffing not just at Salmon Falls but throughout the district. Altria is a settlement the district will be receiving. Around 1 M.

Board Policy & Administrative Regulation Reviews •		
Future Items for Discussion •		

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Stop-Start-Continue		
SCHOOL BOARD PREP - Full Board Agenda - School Board Action Sheet - ROS Calendar 2024-2025		
ITEMS NEEDING A DISCUSSION POINT *This needs to have a Cabinet Recommendation Form (CRF). Any decision that seems too minimal*		

for CRF needs to be simple and may not be Cabinet level HML finalized.		
Lightning Round *This is where you share work you need to integrate, strategize and/or clarify with others.*	Superintendent ☑ ~~Calendar 2025-2026~~ ☑ [redacted] ☑ ~~Monthly projections~~ ☑ ~~Admin Asst Hires~~ ☑ ~~Union Negotiations~~ ☐ Communication protocols ☑ ~~Potluck~~ ☑ ~~Cabinet get together~~ ☑ ~~Principals/SAU invites~~ Assistant Superintendent ☑ ~~Required Trainings~~ ☑ ~~Tracking Required Trainings~~ ☑ ~~Title IX~~ ☑ ~~Behavior Threat Assessment Team~~ ☑ ~~Celebrating School Street School's final year~~ ☑ ~~Positive impact of adding LEAs to elementary schools - feedback~~ ☑ ~~Camera access at CO~~ ☑ ~~Wands for ms/hs~~ ☑ ~~Snow Days~~ ☑ ~~October 2 Leadership Meeting Agenda~~ Director of Human Resources ☑ ~~Nursing Dept Head~~ ☑ ~~Nurse Practitioner~~ ☑ ~~Safety Team Dates~~ ☑ ~~RMS Trend~~ ☑ ~~New School Proposed Hiring Timeline~~ Director of Finance ☐ Director of Operations ☐ Director of Student Services ☐ Flow chart for behavior incidents ☐ Disability Rights Center - Voting training	5 FULL PD days per school year Remove all ½ days. August -2 full PD days October - full PD day First week of November - full PD day December - Full two weeks off Jan - 19th off Feb- last week March - PD Day April - Last week May - June - last day 22nd. not including snow days. [redacted]ill present to finance on projections. If we have surplus, discuss what we can do. [redacted]n track to hire Union Negotiations- Start in October. Look at the teacher 's steps and change increments. Potluck - survey to decide on how many times we should get together. Cabinet get together- Hayrides, trivia nights, apple picking, escape room. Spouses included. First one - Friday October 18 How are we tracking staff to complete vector training and title XI. Principals need to communicate with staff. Principals can ask [redacted]or a list of staff who have completed. The HR admin assistant will print monthly reports and send them to building principals. [redacted]wants to form a behavior threat assessment team starting with SHS How can SAU support schools in their final year? Closure. Artifacts. Student services coordinator making a positive impact on schools.

	☐ Right to Know Federal Grants Manager ☑ ~~NHSAA Season Tix~~ ☑ ~~USDOE Audit~~ ☑ ~~MTSS supplies (Juul?)~~ ☑ ~~Juul & Altria Settlement~~ ☑ ~~Promising Futures Grant~~ ☑ ~~NHED emails~~ ☑ ~~RMS Tutoring~~ ☐ Available Grants | U.S. Department of Education	[redacted] having access to all school cameras. Vape/Weapon wands for SHS. Do we need permission to wand students? [redacted] will put together a bid for Vape Detectors for next tuesday. CPI training including food service. $31 pp 6 hours Joint loss report. Meet 4X a year. [redacted] will run the meeting [redacted] will take minutes until a new HR assistant is hired. [redacted] will attend as well. [redacted] wants to step down as [redacted] Can we hire NP to prescribe for families and could she take over as head as nursing? Right to Know - requested by [redacted] forward DOE emails until [redacted] is back on the DOE email list. [redacted] requesting MTSS supplies NHSAA season tix- how many do we really need to be paying for? We currently have 2 tickets. We will keep the two tickets and register additional participants as they come in. RMS tutoring - ESSER has been paying for this initiative. ESSER has run out. RMS needs additional support. RMS has been targeted as a school needing additional support. Promising Futures - 25 K grant. Requires a lot of staff out of buildings. Grant is controlled by the DOE and has strict guidelines. RSD is already doing many of the initiatives that this grant provides and the work is funded. 21 st century grant- big lift.

Board Policy & Administrative Regulation Reviews •		Notes:
Future Items for Discussion •		OT for SAU staff working past their hours Employee of the month - revise with principals

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AGENDA

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CHECK-IN - Culture eats change for breakfast. - Empty the Cup - Moment of Appreciation - Community Event Calendar - Cabinet Time Off - Cabinet 2024-2025 Goals - Cabinet Norms Jewish Holiday Calendar - Professional Learning o Pyramid of Influence - get out of the box! o Skill/Will Matrix - know where of of your team members lie o HML Characteristics - know your team's OFI o First Team o Fighting Fires (read for 9/10 Tactical meeting)		[redacted]
Stop-Start-Continue		

SCHOOL BOARD PREP - Full Board Agenda - School Board Action Sheet - ROS Calendar 2024-2025		
ITEMS NEEDING A DISCUSSION POINT *This needs to have a Cabinet Recommendation Form (CRF). Any decision that seems too minimal for CRF needs to be simple and may not be Cabinet level HML finalized.*	Behavior Technician Request CTE Secretary Request Chromebook replacement (David) 8/30/24 Windows 10 Replacement Project Flu Clinics	
Lightning Round *This is where you share work you need to integrate, strategize and/or clarify with others.*	Superintendent Assistant Superintendent ☐ Required Trainings ☐ Tracking Required Trainings ☐ Title IX ☐ ALICE ☐ Celebrating School Street School's final year ☐ Positive impact of adding LEAs to elementary schools - feedback ☐ Camera access at CO ☐ Wands & Metal Detectors ☐ Snow Days ☐ October 2 Leadership Meeting Agenda Director of Human Resources Director of Finance Director of Operations ☐ Finalizing initial schools assessments ☐ Collaborating with the PD and the Fire Dept on District EOP ☐ Adjusting EOP for the City Manager (Community Center bldg) ☐ Creating agenda for the first Ops Committee Director of Student Services ☐ Frontline for Special Education Coordinators	

	☐ Temporary increase in WAS paras. ☐ Increase in hours for 2 McClelland paras. Federal Grants Manager	
Board Policy & Administrative Regulation Reviews •		Notes:
Future Items for Discussion •		OT for SAU staff working past their hours Employee of the month - revise with principals

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AGENDA

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Stop-Start-Continue		
SCHOOL BOARD PREP - Full Board Agenda - School Board Action Sheet		

- ROS Calendar 2024-2025 - Personnel - Building - Finance		
ITEMS NEEDING A DISCUSSION POINT *This needs to have a Cabinet Recommendation Form (CRF). Any decision that seems too minimal for CRF needs to be simple and may not be Cabinet level HML finalized.*		
Lightning Round *This is where you share work you need to integrate, strategize and/or clarify with others.*	Superintendent ☐ ROS ☐ Putting out Fires ☐ Leadership meeting 9/11 ☐ Redistricting ☐ (DARCI: Annie - A; David - R) ☐ Relationships matter ☐ FACE Forums ☐ Educator Forums ☐ Student Forums ☐ EAC ☐ SSAC ☐ FACE Roundtable ☐ 9/10 District Meeting Prez (just slides 1-16) ☐ Safety Committee (who is the A and who is the R?) ☐ William Allen Closure Communication Assistant Superintendent ☐ Panorama ☐ [redacted]ew offices: facilities and IT needs ☐ Ed Elements contract ☐ Vector/Required Trainings ☐ Guidance Topics/Title IX related ☐ Disciplinary Hearing Prep (9/5) ☐ Jewish Holiday Calendar Director of Human Resources ☐ Evaluations & Supervision (Non Union) ☐ DESE District Leadership Rubric ☐ SG - Update ☐ New staff bios	Agenda for Leadership meeting. Plck a forum to attend. Build relationships with families, coworkers, and building leaders. Safety committee meets quarterly. Look at policy EB DARCI model to apply to the safety committee. Responsible [redacted] Accountable Decision Maker - Annie New Admin Assistant will help to organize. WAS community will hear about closure in person. Mackenzie will use QR code for staff wellness and have raffles. [redacted] Finding joy in work [redacted] Snowball [redacted] Rock Paper Scissors Crazy Train [redacted] Rapid Questions High Hopes - Walk Up Song

- [ ] UNE Cohort Program
- [ ] Timeline for staffing new school

[redacted] - Paper links

Director of Finance

- [ ]

Director of Operations

- [ ] Emergency Action Plan. 3 Sep, 12:30-13:30
- [ ] Traffic Flow Concerns (D/Chief Police) -
- [ ] School Reunification Mtg (Police Chief) 16 Sep
- [ ] New School Construction project 8AM, 3 Sep (MEP, BI-WEEKLY) - initial report complete by tomorrow
- [ ] SEED & Eversource (renewable energy)- Fri 11AM
- [ ] Weekly OPS Mtgs (Thur, 1-2PM)
- [ ] School assessment done by 4 Sep (before 5 Sep Bldg Committee Mtg)
- [ ] IT
- [ ] IT COMPUTER REPLACEMENT.docx
- [ ] Initial Assessment (Spaulding High School) Report.docx
- [ ] Initial Assessment (Spaulding High School) Report.docx

MIddle school and SHS office spaces for [redacted] and [redacted] need help with IT and maintenance.

Will find international calendar to attach to newsletter

[redacted] will share the court liaison position.

UNE program to be taught in house to help with retention.

Draft letter to be formed regarding new school staffing. Start in October. Projection for staff needs next meeting.

HIre admin assistant for HR

Director of Student Services

- [ ] Staffing throughout the district
  - [ ] OT (down one position)
  - [ ] Speech
  - [ ] 1:1s
- [ ] Technical Assistance

Federal Grants Manager

- [ ] Single Audit
- [ ] FY23 Closeouts (invoices/purchasing)
- [ ] US DOE Audit
- [ ] Vector Training Plans

Board Policy & Administrative Regulation Reviews •		Notes:
Future Items for Discussion •		OT for SAU staff working past their hours Employee of the month - revise with principals

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Topic	Notes - August 27, 2024	Action Steps
CHECK-IN - Culture eats change for breakfast. - Empty the Cup - Moment of Appreciation - Community Event Calendar - Cabinet Time Off - Cabinet 2024-2025 Goals - Cabinet Norms Jewish Holiday Calendar - Professional Learning o Pyramid of Influence o Skill/Will Matrix o HML Characteristics o First Team	[redacted]	[redacted]
Stop-Start-Continue		
SCHOOL BOARD PREP - Full Board Agenda - School Board Action Sheet - ROS Calendar 2024-2025		• Sept 9 educator forum 3:15 at WAS regarding closing • Sept 12 School board community will find out. Recommend to building committee •
ITEMS NEEDING A DISCUSSION POINT *This needs to have a Cabinet Recommendation Form (CRF). Any decision that seems too minimal*		

for CRF needs to be simple and may not be Cabinet level HML finalized • District Goals		
Lightning Round *This is where you share work you need to integrate, strategize and/or clarify with others.* .	Superintendent ☐ Senior Acct ☐ Clerical help ☐ Moves and Grooves Assistant Superintendent ☐ Title IX update ☐ NSLP ☐ Employee of the Month ☐ Ed Elements contract Director of Human Resources ☐ Staff Update Director of Finance ☐ Director of Operations ☐ Emergency Preparedness Committee/Emergency Action Plan. [redacted] ☐ Traffic Flow Concerns [redacted] ☐ School Reunification Mtg [redacted] ☐ New School Construction project 8AM, 28 Aug ☐ SEED & Eversource (renewable energy) ☐ Weekly OPS Mtgs (Thur, 1-2PM) ☐ School assessment done by 4 Sep (before 5 Sep Bldg Committee Mtg) ☐ OPS ☐ Richard W Creteau Tech Center.docx Director of Student Services ☐ Staffing throughout the district	• Putting Sr. Accountant on hold • Clerical help needed for [redacted] potentially using [redacted] • FInance needs desktop/ laptop - [redacted] • swag for meeting lanyards, • • Title IX training almost complete. All employees must take training. Record on Wednesday. Will roll out at a staff meeting. Para, on Sept 10. • School Lunch Application needs to be revised. [redacted] will push to principals today. • Revise Employee of the month application. Table for Principal meeting Human Resources • Cleaning up positions • [redacted] • • Who is hiring for custodians/Maintenance? [redacted] will connect with [redacted] regarding needing more positions. • [redacted] eeds CPI training. • SOE [redacted] will develop plans with educators. 60 day timeline. Can educators use PD money to pay for SOE or new teacher licenses? DIrector of Op • Emergency Plan due Oct 15, 2024

	☐ September 10th - Para Academy ☐ ND ☐ Communication Apps <u>Federal Grants Manager</u> ☐	• crosswalk needs to be repainted at WAS • Navigate update. Who is managing? • Can we partner with the fire department for fire drills? [redacted] will inquire with individual schools to see how they are run without the app. Will bring back to the cabinet for review. • IT will purchase new CB's for student testing. • [redacted] will meet with his operations team every Thursday at 1PM. • Evaluated 3 schools so far. High School this week. • Will review detailed plan on new school with transportation, staggered starts • SHS office needs to be ventilated for potential mold. [redacted] will follow up. <u>Student Services</u> • Coverage for ISS for RMS • RMS reached out to [redacted] for additional RBT. • Sept 10th - Para academy Title IX training and ESOL training. • [redacted] court liaison? Table for [redacted] • Communication Apps? SpEd does not own data and can not access it if they needed to. Potentially using parent square Putting hold on Sr. Accountant position. Admin assistant needed for Ops, HR, and Finance

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Experiential Outcomes: Develop into a high functioning leadership team to serve our schools, community, and scholars of RSD

AGENDA

Topic	Notes - August 20, 2024	Action Steps
CHECK-IN - Culture eats change for breakfast. - Empty the Cup - Moment of Appreciation - Community Event Calendar - Cabinet Time Off - Cabinet 2024-2025 Goals - Cabinet Norms - - Professional Learning o Pyramid of Influence o Skill/Will Matrix o HML Characteristics o First Team		
Stop-Start-Continue		
SCHOOL BOARD PREP - Full Board Agenda - School Board Action Sheet - ROS Calendar 2024-2025		
ITEMS NEEDING A DISCUSSION POINT *This needs to have a Cabinet Recommendation Form (CRF). Any decision that seems too minimal for CRF needs to be simple and may not be Cabinet level HML finalized*		

• District Goals		
Lightning Round *This is where you share work you need to integrate, strategize and/or clarify with others.*	Superintendent ☐ Welcome back letter to Staff ☑ ~~L&L Tour Family Forum Letter~~ ☑ ~~L&L Staff Forum Letter~~ ☑ ~~Bullying Letter to Families~~ ☑ ~~Director of Research and Accountability JD~~ ☑ ~~September board meeting~~ ☑ ~~committees structures and admin leads (responsibilities)~~ ☑ ~~Principals' time off~~ ☑ ~~Listening and Learning Tour (insights, forums, what's to come)~~ ☑ ~~Leadership Job Descriptions~~ ☑ ~~Significant/major decisions that need to be made before we open our doors on Tuesday?~~ ☑ ~~Organizational Charts in all four divisions~~ ☑ ~~Educator Advisory Council (monthly)~~ ☑ ~~Superintendent's Student Advisory Council (monthly)~~ ☑ ~~Superintendent's Family and Community Engagement Roundtable (quarterly)~~ ☑ ~~JL Request for Pay Increase~~ ☑ ~~Raiders Theme Song~~ ☑ ~~Moves and Grooves Timeline~~ ☑ [redacted] ☑ ~~SPED suspensions~~ Assistant Superintendent ☑ ~~Report out for the Dir. of Student Services~~ ☑ ~~Tech Integrationist/CIA update~~ ☑ ~~Office Spaces~~ ☑ ~~Title IX info to parents/finalize presentation details~~ ☑ ~~WAS communication before Sept Board Meeting~~ ☑ ~~"A" Policy updates~~	

	☑ ~~KH ADA Request~~ ☑ ~~District Rezoning~~ ☑ ~~Wellness Policy*~~ ☑ ~~Meal Charging Policy*~~ ☑ ~~Discipline Committee~~ ☑ ~~SMART Goals for Teachers~~ ☑ ~~Employee of the Month~~ ☑ ~~Vector Training~~ ☑ ~~Contracts for KC and AL~~ Director of Human Resources ☑ ~~JK Request for Pay Increase~~ ☑ ~~Music Coverage for MCC, Sped Coverage for RMS, French coverage for MSMS~~ ☑ ~~Gap report update~~ ☑ ~~Credentialing issues - Genie RSpec/ BCA~~ ☑ ~~Old Maintenance Office~~ ☑ ~~LD Stipend Position~~ Director of Finance ☐ Director of Operations ☐ Director of Student Services ☐ Federal Grants Manager ☐	
Board Policy & Administrative Regulation Reviews •		Notes:
Future Items for Discussion •		OT for SAU staff working past their hours

Cabinet Tactical Ongoing Log

District leaders provide a clear vision and then work on ensuring that all the adults get the information they need to make better decisions in service of that vision. ***Decisions flow from culture, not control.***

Districts That Succeed
Chenoweth, 2021

Outcome: Coordinate our work through a team approach, problem solving, and engaging in relationship development

Rational Outcomes: Share priority areas for the week by division
Clarify areas of integration
Ensure streamlined communication with School Community

Experiential Outcomes: Develop into a high functioning leadership team to serve our schools, community, and scholars of RSD

AGENDA

Topic	Notes - August 6, 2024	Action Steps
CHECK-IN - Culture eats change for breakfast. - Empty the Cup - Moment of Appreciation - Community Event Calendar - Cabinet Time Off - Cabinet 2024-2025 Goals - Cabinet Norms - - Professional Learning o Pyramid of Influence o Skill/Will Matrix o HML Characteristics o First Team	[redacted]	
Stop-Start-Continue		
SCHOOL BOARD PREP		

- Full Board Agenda - School Board Action Sheet - ROS Calendar 2024-2025		
ITEMS NEEDING A DISCUSSION POINT *This needs to have a Cabinet Recommendation Form (CRF). Any decision that seems too minimal for CRF needs to be simple and may not be Cabinet level HML finalized* • Press Release • District Goals • Instruction committee August • Vector online training modules • Steps for onboarding • Vector Contract & Assignments • Stipend policy		
Lightning Round *This is where you share work you need to integrate, strategize and/or clarify with others.*	Superintendent ☑ ~~Leaves (maternity, etc.) communication~~ ☑ ~~Cabinet Org Chart~~ ☐ Real Estate at SAU ☐ Leadership meetings ☐ Assistant Principal Academies Assistant Superintendent ☑ ~~Required Title IX Training~~ ☑ ~~NSLP~~ Director of Human Resources ☑ ~~Hiring Process Doc~~ Director of Finance Director of Operations Director of Student Services Federal Grants Manager ☑ ~~Portable Radios - Juul - Sgt Deluca~~ ☑ ~~Vape Detectors - Juul~~	
Board Policy & Administrative Regulation Reviews •		Notes:

Future Items for Discussion •		[redacted]

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AGENDA

Topic	Notes - July 31, 2024	Action Steps
CHECK-IN - Culture eats change for breakfast. - Empty the Cup - Moment of Appreciation - Community Event Calendar - Cabinet Time Off - Cabinet 2024-2025 Goals - Cabinet Norms - - Professional Learning o Pyramid of Influence o Skill/Will Matrix		
Stop-Start-Continue		
SCHOOL BOARD PREP - Full Board Agenda - School Board Action Sheet - ROS Calendar 2024-2025		
ITEMS NEEDING A DISCUSSION POINT		Follow Up:

This needs to have a Cabinet Recommendation Form (CRF). Any decision that seems too minimal for CRF needs to be simple and may not be Cabinet level HML finalized • District Goals • Instruction committee August • Vector online training modules • Steps for onboarding • Vector Contract & Assignments • Stipend policy • Resignation Letters to SB		•

Lightning Round
This is where you share work you need to integrate, strategize and/or clarify with others.
	Superintendent
	• Supt. draft letter to families
	• Discipline Model
	• Leadership meetings
	• Assistant Principal Academies
	• Pocket Positions
	
	Assistant Superintendent
	• MSMS Communication to Families re: new Principal
	• District Handbook to Principals ASAP
	• MTSS District Wide Focus & Schedule
	• Recruiting Substitute Teachers
	• Process for internal transfers/Communication to Cabinet and Building Admin
	• Title IX Required Training
	• Title IX Draft Info to Board (Cusumano request)
	• Title IX Procedures Moving Forward
	• TW/Early Release Days
	  ○ 9/10 CPI)
	  ○ Jan/March Days
	  ○ Calendar overall
	• Upcoming Principal Meeting
	• District Goals/SMART Goals/CBA
	• The Future of William Allen - Communication to Staff and Community
	• District Ref Check Form
	• Khan - July 31 deadline
	• DW Academy
	• Admin Meeting Schedule
	
	Director of Human Resources
	• List of non-negotiables before a candidate goes to board
	• Nomination process
		• Communication with WAS regarding potential school closing.
		• Develop universal Discipline Policy
		• Letter to paras regarding jumping from 27.5 to 30 hours
		
		• New principal communication. [redacted]
		
		• District handbook. - Same for this year. Revise for 25-26
		
		• MTSS meeting - Can we pull teachers out of the building? 3 elementary and 2 high school teachers. 4x a year. YES!
		
		• Create advertisements for subs. Potential referral stipend (social media)
		
		• New drafts for title IX. 9 policies.will be revised. Review wording before the SB meeting.
		
		• Jan/March - emergency planning
		
		• Principal meeting - universal behavior procedure.
		
		• Prioritize new admin for Woodsum conference. Check on the list from

	• Fingerprinting Process • Alt pathway recommendations • HR Gap Report & Plan • Hiring update - DPYD, SPED x2, Truancy, Senior Accountant Director of Finance • Director of Operations • Director of Student Services • Federal Grants Manager •	[redacted]Potentially splitting seats • Set Admin retreat dates for the following year - August 21 meeting • work with principals regarding the nominating process. IE credentialing process. Making sure they are nominating viable candidates. • integrate a new reference sheet. • Feedback on non negotiables for the next meeting. . • Personnel Files and database assignments. Need review. • lyndsey agenta coming into support HR
Board Policy & Administrative Regulation Reviews •		Notes:
Future Items for Discussion •		Juul settlement

Cabinet Tactical Ongoing Log

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Chenoweth, 2021

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AGENDA

Topic	Notes - July 16 2024	Action Steps
CHECK-IN - Culture eats change for breakfast. - Empty the Cup - Moment of Appreciation - Community Event Calendar - Cabinet Time Off - Cabinet 2024-2025 Goals - Professional Learning o Pyramid of Influence	[redacted]	We need to develop systems in the following areas: → Clarify what should go in Signal and what is the other method →
Team Norms Developed by Team - Norms Activity - Stop - Start - Continue Activity	[redacted]	Notes: trust, voice, authenticity, mutual respect, same direction, healthy productive conflict, positive engagement, assuming best intentions. shared accountability, open lines of communication, grace, transparency, balanced voices, seek clarity on roles.

	[redacted]	
SCHOOL BOARD PREP - School Board Action Sheet - ROS Calendar 2024-2025		
ITEMS NEEDING A DISCUSSION POINT *This needs to have a Cabinet Recommendation Form (CRF). Any decision that seems too minimal for CRF needs to be simple and may not be Cabinet level HML finalized* • Policy proposed revisions • District Goals • Instruction committee August • Vector online training modules • What positions should we pause?		Follow Up: •

• Steps for onboarding • Vector Contract & Assignments • Stipend policy		
Lightning Round *This is where you share work you need to integrate, strategize and/or clarify with others.*	Superintendent • Signal • Board members reaching out to Cabinet • Process for requesting PD • Cabinet contract vs CBA • Infrastructure (e.g., transportation) • Discipline Model • Leadership meetings • Assistant Principal Academies Assistant Superintendent • CIA focuses • Communication to Principals/Building Leaders • Truant Officer/Court Liaison • Director of PYD/MTSS work • Transportation • Instruction Committee changes • Case management changes Director of Human Resources • Nursing Staffing Change • Hiring update - are there positions we should pause? • Accurate posting to our community • Search Committee development on district level positions • Address food service staffing needs (not currently posted) • Board minutes for personnel • NTO/Para onboarding • Student Loan Director of Finance • Director of Operations • Director of Student Services • Federal Grants Manager • 24-25 grant development in GMS	secure messenger - inform the board of urgent matters. Annie will be first contact with the board. Annie then will ask the appropriate cabinet member to take lead. Streamline PD Process with document. Bring current documents to the next meeting for review. Cohesive contract for non union members. AASA Conference March 6-8 New Orleans AASA Conference Transportation coordinator?

	• Reconcile 23-24 grants • ESOL curriculums/CPI • Summer PD/Stipends/Time and Effort documentation • NTO • Title I Programming supplies/contracts • Equitable services • Vape Detectors & Security Cameras • Vector contract & modules assignment • UNH IOD MTSS • 24-25 stipend list to HR for board approval • 24-25 grant positions to CL/JL	
Board Policy & Administrative Regulation Reviews •		Notes:
Future Items for Discussion •		Juul settlement

[redacted]

---------- Forwarded message ---------
From: **Annie Azarloza** <azarloza.a@sau54.org>
Date: Mon, Feb 10, 2025 at 9:20 PM
Subject: Annie Azarloza has shared a calendar with you
[redacted]

Hello [redacted]

We are writing to let you know that Annie Azarloza <azarloza.a@sau54.org> has given you access to view free and busy information on the Google Calendar called "Annie Azarloza".

After adding this calendar to your other calendars, you can hide or completely remove it whenever you want.

Add this calendar.

- The Google Calendar Team

View Your Calendar.

[redacted] **Document Production**

[redacted]

---------- Forwarded message ---------

[redacted]

Date: Fri, Dec 6, 2024 at 6:24 AM
Subject: Re: Reason for leaving and question about longevity checks

[redacted]

Thank you so much for your quick response.
For exit interviews, the district's HR department now sends out a Google survey asking about your reasons for leaving. The last question in the survey asks if you would like to meet in person to discuss any issues.
I know that [redacted] based out of the SAU office, gave [redacted] notice yesterday. [redacted]s also leaving due to the working environment.

Thank you,
[redacted]

On Dec 5, 2024, at 1:38 PM, [redacted]

[redacted]

Thank you for sharing this. I have had others share sentiments with very similar underlying themes. I will have discussions with other board members. Thank you for your years of service and dedication to the Rochester School district.
Prior to your last day of Dec 2nd were you offered an exit interview?
Please feel free to reach out with any further questions or concerns.

Thank you,
Dave Camire
Ward 2 seat A

On Thu, Dec 5, 2024 at 7:40 AM Tricia Torr <tricialtorr@gmail.com> wrote:

> Members of the Board,

I wasn't sure if I should just email my ward members or the full board…as it's a more general email, I went with the board. I apologize if this is against protocol, it was only my intent to make the board aware.

The following is my resignation letter.

November 22, 2024

[redacted]

I am writing to formally resign from my position [redacted] in the Rochester School District.This will be effective two weeks from today, with my last working day being December 2, 2024. After [redacted] years with the district, including [redacted] of those in my current role, I have made the difficult decision to step away. Unfortunately, I no longer feel that [redacted] is receiving the support it needs from administration to thrive.

This decision has not come easily, as my time here has been incredibly rewarding. I have appreciated the opportunity to contribute to the district's growth [redacted] over the years.

Over the next two weeks, I will be committed to ensuring a smooth transition. I am happy to assist in any way I can, whether it be training my successor or providing guidance to ensure continuity for the department.

I wish the district success in the future and hope that [redacted] will receive the support it deserves to grow and move forward in [redacted]

Thank you for your understanding.

Sincerely,

[redacted]

To reiterate what I said in my resignation letter, I have been in the district [redacted] eight [redacted] and [redacted], with [redacted] of those years being in my current role.

The last thing I want is to sound like a disgruntled employee. I am not that. I've had to fight for what we need in our department and for the district. This isn't a complaint of - I've always been able to get what I want and now I can't. I am fine with change. [redacted] that's what we do, change and move forward and become more efficient and productive.

When I gave my resignation [redacted] my title was [redacted] though I believe that is being changed [redacted] as having two managers [redacted] was "confusing to many people", though that seems to be a recent problem.
I was never planning on leaving the district so early in my life. This was my retirement job, however the current administration made that plan more and more difficult every day.

There are too many reasons to address fully and completely all of the reasons why.
One would be the lack of appreciation for anything; requested and/or completed. (I'm using myself as all examples to avoid speaking for others, however I KNOW many feel the same way about this and other examples I will mention.) Though, that is minor in the scope of things.

I suggest the School Board have access to and read the exit interviews. I believe now they are only read by [redacted] however it is [redacted] and it's current leadership that is the root cause of at least four recent resignations that I am aware of, NOT including my own.
In speaking to many current employees about my resignation, they've all asked me to be sure I contact the School Board. They want somebody to be their voice as they all fear retaliation in their jobs and that is a valid fear. I have experienced it fully in my last two weeks in the district.

The current superintendent is petty and vindictive, which are not good traits to have in a leader, especially in a leader of an entire school district. Just one example (which is the secondary reason for this email)...after speaking to an employee regarding my [redacted] she later had to call me back to correct an item. The current superintendent denied [redacted]

[redacted] I have sent several emails - which have gone unanswered - [redacted] I'm expecting it was based upon guidance from the current Superintendent.

[redacted] the last two went unanswered:

On Mon, Nov 25, 2024 at 10:21 AM [redacted] wrote:

[redacted]

[redacted]

[redacted]

From: [redacted]
Sent: Monday, November 25, 2024 10:37 AM
To: [redacted]

[redacted]
Subject: Re: Confusing math

Hi [redacted]

[redacted]

Thank you[redacted]

From [redacted]
Date: November 25, 2024 at 10:43:23 AM EST
To: [redacted]
Cc: [redacted]
Subject: RE: Confusing math

[redacted]

[redacted]

From: [redacted]
Sent: Tuesday, November 26, 2024 4:15 AM
To: [redacted]
Cc: [redacted]

[redacted]

[redacted]

[redacted]

If the School Board could meet with staff on a singular, private level, they would hear horror stories…staff being physically sick before having to go into work, crying at night, being made to cry in the office. There are very few staff members who if given the chance to leave for a comparable job would turn it down. Current staff members are not speaking out due to fear of being fired, but I can assure you, the many I have spoken to are miserable. Morale is low and the working environment is increasingly toxic.

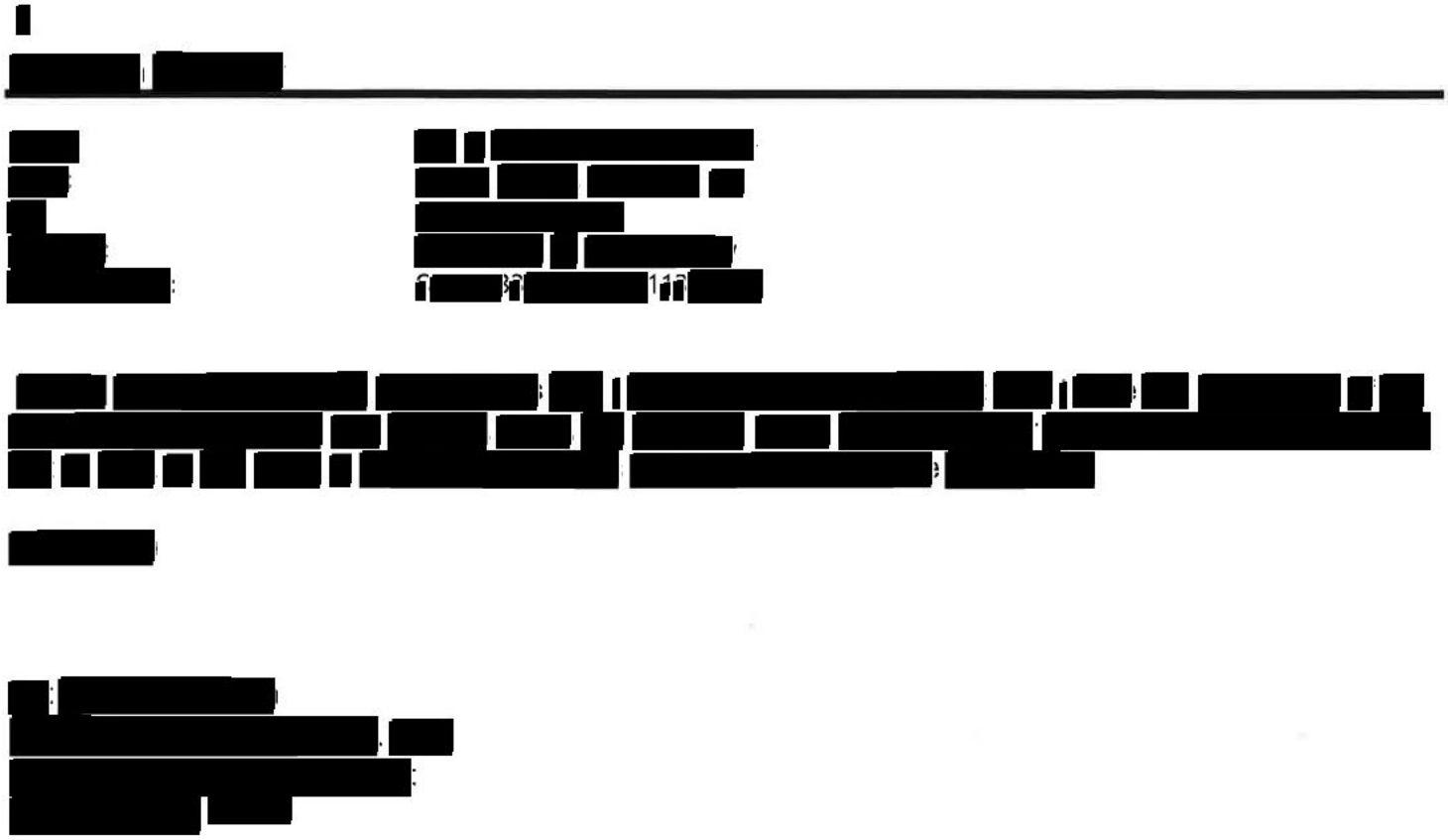
I urge you to thoroughly investigate the situation at the SAU and within the administration. It's important to understand the full extent of the issues affecting staff well-being and the overall health of the district.

I apologize for the length of this email. My original intent was to just speak about the stress the environment (and key employees) is causing staff. [redacted] I look forward to hearing a resolution on both issues.

Thank you,

[redacted]

[redacted] **Document Production**



DISTRICT DOWN LOW

EMAIL SENT TO DISTRICT AND PARENTS - November 25th, 2024

Dear Rochester School Community,

Every day, we take purposeful steps toward a brighter future for our district—a future where every child is empowered to dream big, every teacher is supported to inspire, and every family feels deeply connected to our schools. Today, I am thrilled to share how we are building that future together through innovative programs, dedicated professionals, and investments that truly transform lives. We've got some incredible momentum--let's keep this train going strong!

Welcome Our New Family and Community Engagement Director!
This week, we welcomed Dianne Chase, our new Family and Community Engagement Director, who brings a wealth of experience in fostering authentic partnerships between schools and families. Her role is to work closely with principals and staff to develop meaningful ways to engage families in their children's education. Whether through workshops, family nights, or innovative outreach initiatives, her work will help ensure that every family feels valued and heard as partners in their child's success.

Boots on the Ground: Positive Youth Development Director
Our Positive Youth Development Director, Jacqi Shirey, is already making a significant impact by being a constant presence in our schools. Her work focuses on supporting principals and staff in building capacity around discipline, anti-bullying strategies, health and wellness, and creating leadership opportunities for our scholars. This position underscores our belief that fostering positive relationships and student leadership is essential for academic and personal growth.

Specialized Instructional Programs: Embracing Every Child's Potential
We are reimagining education to break free from the "one size fits all" approach. For too long, students who struggle in traditional classroom settings have been placed in environments that simply don't meet their needs. Our specialized programs aim to change that. By providing smaller class environments, we meet these students where they are, creating spaces where they can access their learning and truly thrive. These programs are designed to address individual needs, foster growth, and ensure every child has the opportunity to succeed. This approach reflects our belief that every student is capable of greatness when given the right support. These will be launched next year--more to come on this!

New School-Based Positions for Transformational Impact
To enhance the culture and instruction in our schools, we've added three key roles:

1. **Culture and Climate Specialist** – This position is school-based and enables a consistent, district-wide approach to behavior management and student

support. With high standards of respect and accountability in every classroom, children gain a clear sense of expectations, fostering security and respect across schools. These specialists proactively address challenges, driving positive change and building a respectful, inclusive environment for all.

2. **Instructional Coach** – Supporting our teachers is a top priority, and our new instructional coach, which will also be school-based, works directly with educators to strengthen instructional practices, analyze student data, and ensure that every classroom provides rigorous and engaging learning opportunities.

3. **Wellness Instructor** – As we prioritize the whole child, this role focuses on mental health and physical wellness programming in our schools. Each Wellness Instructor will be housed in our new Wellness Spaces in each school, which are dedicated areas designed to support students' emotional and physical well-being. These spaces provide a calming environment where students can learn mindfulness strategies, develop coping skills, and participate in activities that promote overall health. Wellness rooms also ease the burden on teachers to address every emotional issue, making our district a supportive environment that values childrens' and educators' wellness.

Prioritizing Safety Across the District

We know safety is paramount, and we've made key investments to ensure our schools are secure:

- Vape Detectors – Installed in restrooms and other areas, these devices are helping us combat vaping and ensure safe, healthy environments.
- Security Cameras – Upgraded systems provide better monitoring and help us respond quickly to incidents.
- Two-Way Police-Compatible Radios – These radios enhance communication with local law enforcement to ensure rapid and efficient responses in emergencies.

Staff Climate Survey: We Want to Hear From You!

Your voice is critical in shaping the future of our schools. As we prioritize a culture of inclusivity, support, and continuous improvement, we need your input to better understand your experiences. Please take a few minutes to complete the Staff Climate Survey by December 6, 2024.

The survey is brief, and your feedback will provide invaluable insights that help us better support you and create the conditions for success across the district.

Our Vision for the Future

Finally, imagine a district where every child feels seen, supported, and capable of achieving greatness. A district where learning isn't limited to one model but is

personalized to meet the unique gifts, strengths, and challenges of every student. A district where wellness, safety, and inclusivity are not aspirations but realities we live every day.
But our vision doesn't stop with our scholars. We are equally committed to honoring and supporting our incredible staff—the heart of our schools. We are investing in professional development opportunities, providing embedded support through instructional coaches, and creating a culture where teachers and staff feel valued and empowered. We believe that when we pour into our staff, they are better equipped to pour into our students, creating a ripple effect of excellence across our district.

This is the future we are building together—a future where our schools are places of joy, discovery, and hope. Through the work we are doing now, we are laying a foundation for a brighter tomorrow, where our children are not only prepared for the world but are prepared to change it.

Thank you for walking with us on this journey. Together, we are creating something extraordinary for our children, our families, and our community.
Annie

Annie Azarloza, M.Ed.
Superintendent of Schools
azarloza.a@sau54.org

Alison Bryant, Ed.D
Assistant Superintendent
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David Rychlik, M.S.
Director of Operations
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Annie

Original MOU

KLGA-R

SCHOOL RESOURCE OFFICER/LAW ENFORCEMENT ADMINISTRATIVE MEMORANDUM OF UNDERSTANDING

The Rochester Police Department and the Rochester School District have always had an attitude of working together closely to ensure the safest environment in the local schools. Due to the presence of the police officer at the school, crime and the threat of crime will be reduced. By working with the students, parents, faculty and staff, the School Resource Officer in the school provides a culture of safety and peace so that students may realize the full benefits of their education.

The purpose of this memorandum of understanding is to ensure that introduction of School Resource Officers in the schools will continue to further that attitude of cooperation. Further, this provides guidelines for the conduct of SROs and other law enforcement authorities in the schools. These are guidelines only and may be adjusted within reasonable and lawful limits on a case-by-case basis.

This memorandum as amended is effective from the date of signature through at minimum, June 30, 2021, at which time the MOU will be reviewed and further amended if necessary.

A. Expectations Concerning the Roles of School Personnel and SROs:

1. SROs shall always conduct himself/herself in a fair and impartial manner and shall comply with all applicable federal and state laws, School Board policies and procedures, school rules, and Rochester Police Department rules in carrying out their duties and responsibilities within the grounds of the school.
2. In general, school administrators and staff are responsible for enforcing Board policies and school rules and for maintaining order in the schools. The SRO will be available to respond to and will be alert to any activity which create an unsafe atmosphere in the school. SROs who observe violations of policies and/or rules may intervene with students to stop the behavior and shall report violations to appropriate administrators.
3. School administrators and staff may consult with and request assistance from SROs in addressing student violations of policies and rules as they deem appropriate.
4. School administrators and staff shall notify the SRO if they have reason to believe that a student has committed a crime or if they obtain evidence of illegal activity (such as weapons, drugs or alcohol).
5. The SRO will consult with school officials in matters relating to criminal activity so that school officials may determine what their best course of action will be administratively. All criminal activity will be recorded and statistical information maintained to determine levels and types of activities.
6. School administrators may request the assistance of SROs in enforcing Board policies, school rules and federal/state laws with visitors and intruders on school property.
7. Unless there is a health or safety emergency, SROs shall consult with an appropriate school administrator prior to requesting additional law enforcement assistance on school grounds.
8. SROs are expected to maintain the same standards of professional conduct in their dealings with staff, students, parents and community members as other school staff.

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B. Investigations, Questioning and Searches of Students for School-Related Purposes: Some types of student conduct that are forbidden by school rules, such as assaults, bomb threats, weapons possessions, and drug offenses, are also punishable by criminal law. When a particular act is both a violation of school rules and a crime, the school disciplinary investigation by school administrators and the criminal investigation by the police and county attorney will often operate simultaneously.

1. Evidence of violation of state/federal laws will be turned over to the SRO, unless such disclosures are otherwise prohibited by Family Educational Rights and Privacy Act (FERPA) or any other applicable law.

2. Since police investigative reports and police-obtained witness statements may not always be available to school administrators, the school administrator shall prepare and maintain his/her own records and reports concerning school-related investigations.

3. School Department will make final decisions in all administrative matters.

C. Investigations, Questioning and Searches of Students for Non-School-Related Purposes:

1. In general, SROs and other law enforcement authorities are not allowed to use the schools as a venue for questioning and searching students for alleged violations of state or federal laws that are not related to the schools.

2. Exceptions will be made in the event of an emergency endangering student or staff safety or in exigent circumstances as authorized by law. Other exceptions may be made on a case-by-case basis after consultation between the Superintendent/designee and law enforcement authorities. Whenever practicable, the police should contact the school administrator before questioning or searching students.

3. If the SRO anticipates possible criminal charges, he/she should follow applicable laws and police department policies concerning questioning and searches of juvenile suspects (if the student is under 18) or adult suspects (if the student is 18 or older).

4. The Police Department will make the final decisions in all criminal matters.

5. Nothing in this Memorandum of Understanding will be construed as to preclude the Police Department from pursuing legitimate criminal investigations to their proper completion.

D. Arrests of Students at School:

1. In general, SROs and other law enforcement authorities are discouraged from arresting students at school for non-school-related activities.

2. Exceptions to the above will be made in the event of an emergency endangering student and/or staff safety or in exigent circumstances as authorized by law. Other exceptions may be made on a case-by-case basis after consultation between the Superintendent/designee and law enforcement authorities. Whenever practicable, the police should contact the school administrator before making an arrest in school.

3. The SRO (or other law enforcement official if applicable) is responsible for complying with applicable state and federal laws concerning parental notice and notification of rights prior to questioning.

4. A student may be removed from school by an SRO or other law enforcement official when there is a court order, an arrest warrant or when a warrantless arrest is authorized by law. The school

administrator shall attempt to notify the student's parent/guardian as soon as possible of the student's removal from school.

E. Confidentiality of Student Information and Records:

1. School administrators may release personally identifiable student information contained in education records to SROs and other law enforcement authorities in accordance with the requirements of the federal Family Educational Rights and Privacy Act and other applicable laws.
2. SROs are considered to be school officials with legitimate educational interests in reviewing educational records in order to perform their professional responsibilities.
3. SROs are expected to maintain confidentiality of personally identifiable student information in accordance with applicable laws, Board policies and school rules.

F. Supervision Responsibility

1. The School Resource Officer Program will be monitored by both Department and School officials. The School Resource Officer will maintain close contact with school administrators to ensure that both are working together harmoniously to ensure the safest school environment possible for all students, faculty and staff.
2. The primary responsibility to supervise the SRO will fall on the Police Department and the Chief of Police.
3. The SRO will be assigned to the Support Services Division and report to the Sergeant.
4. While at the school, however, the SRO will work closely with School Administration on matters involving students, faculty and staff. The atmosphere will be one of cooperation between the School Department and the Police Department to create the safest and most comfortable atmosphere in the school to enhance learning.

Dated this 30th day of January 2017.

Paul R. Toussaint, Chief of Police
Rochester Police Department

Michael L. Hopkins, Superintendent of Schools
Rochester School Department – SAU #54

Adopted:	November 10, 2010
Amended:	October 11, 2012
School Board Review/Approval:	February 12, 2015
Amended:	April 13, 2017

New MOU

SCHOOL RESOURCE OFFICER/LAW ENFORCEMENT ADMINISTRATIVE MEMORANDUM OF UNDERSTANDING

Between City of ROCHESTER Police and ROCHESTER School District

The Rochester Police Department and the Rochester School District work closely together to ensure the safest environment in the local schools. By working with the students, parents, faculty and staff, the School Resource Officer in the school provides a culture of safety and peace so that students may realize the full benefits of their education.

The purpose of this memorandum of understanding is to ensure that introduction of School Resource Officers in the schools will continue to further that attitude of cooperation. Further, this provides guidelines for the conduct of SROs and other law enforcement authorities in the schools. These are guidelines only and may be adjusted within reasonable and lawful limits on a case-by-case basis.

1 .0. Goals and Objectives

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

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

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

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

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

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

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

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

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

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

2. Cooperative Efforts and Expectations Concerning the Roles of School Personnel and SROs:

2.1. SROs shall always conduct themselves in a fair and impartial manner and shall comply with all applicable federal and state laws, School Board policies and procedures, school rules, and Rochester Police Department rules in carrying out their duties and responsibilities within the grounds of the school.

2.2. SROs are expected to maintain the same standards of professional conduct in their dealings with staff, students, parents and community members as other school staff.

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

2.4. School administrators and staff may consult with and request assistance from SROs in addressing student violations of policies and rules as they deem appropriate.

2.5. The SRO will be available to respond to and will be alert to any activity which creates an unsafe atmosphere in the school. SROs who observe violations of policies and/or rules may intervene with students to stop the behavior and shall report violations to appropriate administrators.

2.6. School administrators and staff shall notify the SRO if they have reason to believe that a student has committed a crime or if they obtain evidence of illegal activity (such as weapons, drugs or alcohol).

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

2.8. The SRO will consult with school officials in matters relating to criminal activity so that school officials may determine what their best course of action will be administratively. All criminal activity will be recorded and statistical information maintained to determine levels and types of activities.

2.9. School administrators may request the assistance of SROs in enforcing Board policies, school rules and federal/state laws with visitors and intruders on school property.

2.10. The existence of any school or school district policies, the student conduct code and any related disciplinary process is not intended to nor shall it usurp the mandates and responsibilities

of the SRO as directed by the policies of the ROCHESTER Police Department and/or the laws of the State of New Hampshire or Attorney General Guidelines.

2.11. Unless there is a health or safety emergency, SROs shall consult with an appropriate school administrator prior to requesting additional law enforcement assistance on school grounds.

3 .0. Responsibilities and Duties of School Resource Officers

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

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

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

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

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

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

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

3.8. SROs are required to keep the school administration apprised of criminal, to the extent allowable under the law, and non-criminal situations encountered, current crime trends, problem areas, or other areas of concern, which have potential for disruption in the school or within the community. The

SRO will work in conjunction with the school administration and/or other police departments and schools, if regional, in developing plans to prevent and counteract such activities at the school.

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

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

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

3.12. Information of any nature obtained or observed by school staff in connection with their official school duties and responsibilities as employees of the ROCHESTER School District including but not limited to digital information contained on a mobile device, displayed via any social media application or information obtained directly or indirectly from a student, or other person that constitutes a crime under NH law or that may impact life safety shall be provided to an SRO or other appropriate ROCHESTER Police Department official as soon as practical. School staff shall only obtain the minimal facts and information necessary to determine whether information regarding a crime or potential crime should be reported to an SRO or other ROCHESTER Police Department official.

3.13. School staff shall not conduct inquiries beyond minimal facts in cases that involve a crime or potential or alleged criminal acts. Once information is developed regarding a crime or possible crime or an allegation of a crime is developed by school staff no further inquiry shall be made by school staff pending an official investigation by the ROCHESTER Police Department except in exigent circumstances when it is necessary to protect a person from imminent serious bodily injury.

4 .0. Supervision of SRO

4.1. The School Resource Officer Program will be monitored by both Department and School officials. The School Resource Officer will maintain close contact with school administrators to ensure that both are working together harmoniously to ensure the safest school environment possible for all students, faculty and staff.

4.2. The primary responsibility to supervise the SRO will fall on the Police Department and the Chief of Police.

4.3. The SRO will be assigned to the Support Services Division.

4.4. While at the school, however, the SRO will work closely with School Administration on matters involving students, faculty and staff. The atmosphere will be one of cooperation between the School Department and the Police Department to create the safest and most comfortable atmosphere in the school to enhance learning.

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

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

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

5 .0 Responsibilities and Duties of School Principal

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

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

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

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

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

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

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

6.0. Investigations, Questioning and Searches of Students for School-Related Purposes:

A. Some types of student conduct that are forbidden by school rules, such as assaults, bomb threats, weapons possessions, and drug offenses, are also punishable by criminal law. When a particular act is both a violation of school rules and a crime, the school disciplinary investigation by school administrators and the criminal investigation by the police and county attorney will often operate simultaneously.

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

6.2 Evidence of violation of state/federal laws will be turned over to the SRO, unless such disclosures are otherwise prohibited by Family Educational Rights and Privacy Act (FERPA) or any other applicable law.

6.3. Since police investigative reports and police-obtained witness statements may not always be available to school administrators, the school administrator shall prepare and maintain his/her own records and reports concerning school-related investigations.

6.4. The School Department will make final decisions in all administrative matters.

B. Investigations, Questioning and Searches of Students for Non-School-Related Purposes:

1. In general, SROs and other law enforcement authorities are not allowed to use the schools as a venue for questioning and searching students for alleged violations of state or federal laws that are not related to the schools.

2. Exceptions will be made in the event of an emergency endangering student or staff safety or in exigent circumstances as authorized by law. Other exceptions may be made on a case-by-case basis after consultation between the Superintendent/designee and law enforcement authorities. Whenever practicable, the police should contact the school administrator before questioning or searching students.

3. If the SRO anticipates possible criminal charges, he/she should follow applicable laws and police department policies concerning questioning and searches of juvenile suspects (if the student is under 18) or adult suspects (if the student is 18 or older).

4. The Police Department will make the final decisions in all criminal matters.

5. Nothing in this Memorandum of Understanding will be construed as to preclude the Police Department from pursuing legitimate criminal investigations to their proper completion.

7 .0 Arrest Procedures

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

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

8.0 Arrests of Students at School:

8.1. In general, SROs and other law enforcement authorities are discouraged from arresting students at school for non-school-related activities.

8.2. Exceptions to the above will be made in the event of an emergency endangering student and/or staff safety or in exigent circumstances as authorized by law. Other exceptions may be made on a case-by-case basis after consultation between the Superintendent/designee and law enforcement authorities. Whenever practicable, the police should contact the school administrator before making an arrest in school.

8.3. The SRO (or other law enforcement official if applicable) is responsible for complying with applicable state and federal laws concerning parental notice and notification of rights prior to questioning.

8.4. A student may be removed from school by an SRO or other law enforcement official when there is a court order, an arrest warrant or when a warrantless arrest is authorized by law. The school administrator shall attempt to notify the student's parent/guardian as soon as possible of the student's removal from school.

9.0 Search and Seizure

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

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

10.0 Administrative Hearings

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

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

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

11.0 Sharing Information

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

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

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

12. Confidentiality of Student Information and Records:

12.1. School administrators may release personally identifiable student information contained in education records to SROs and other law enforcement authorities in accordance with the requirements of the federal Family Educational Rights and Privacy Act and other applicable laws.

12.2. SROs are considered to be school officials with legitimate educational interests in reviewing educational records in order to perform their professional responsibilities.

12.3. SROs are expected to maintain confidentiality of personally identifiable student information in accordance with applicable laws, Board policies and school rules.

13.0 Equipment

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

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

13.3 Whenever practicable, the School District should authorize access of video surveillance systems inside the school district to the Police Department. The access will allow the SRO to monitor activity within the school for security and investigative purposes. The SRO should be

allowed to make copies of any videos for security, investigative and for evidentiary purposes as allowed by law.

14.0 Conclusion

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

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

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

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

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

This memorandum as amended is effective from the date of signature through at minimum, June 30, 2026, at which time the MOU will be reviewed and further amended if necessary.

Dated this 4th day of March 2025.

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Gary M. Boudreau, Chief of Police
Rochester Police Department

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Dr. Alison Bryant, Assistant Superintendent of Schools
Rochester School Department - SAU #54

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Chair, Rochester School Board
SAU #54

[redacted]

Rochester's suspended school superintendent speaks out: We won't 'criminalize children'

ROCHESTER — Annie Azarloza is speaking out for the first time since she was placed on paid leave as the city's superintendent of schools two months ago.

"We will not use special education law as a tool to criminalize children," Azarloza said, shedding light on a dispute between her and the Rochester School Board, which voted Feb. 13 to suspend her with pay amid an investigation.

Azarloza provided a statement to Foster's Daily Democrat, indicating she is in conflict with the School Board over how to handle student discipline cases in the district, especially those involving students with disabilities. The city School Board is led by Chairperson Shane Downs, who is an officer with the Rochester Police Department.

Azarloza said Rochester has the highest rate of suspending students in New Hampshire, adding her insistence on following the law regarding when to hold manifestation hearings in student discipline cases is at the heart of the conflict.

Manifestation hearings are held to determine if misconduct by a student is the result of their disability.

"I've been clear from the beginning: we will not hold manifestation meetings simply to build legal cases against children," Azarloza said. "The work I've led in this district has focused squarely on creating systems that are lawful and student-centered. That includes ensuring we follow state and federal law when it comes to student discipline, particularly for children with disabilities, including conducting manifestation determination meetings only when required.

"We will follow IDEA (Individuals with Disability Education Act) as written because protecting vulnerable children is not optional; it's a legal and moral responsibility," Azarloza said. "Unfortunately, resistance from some to my efforts to ensure compliance, has contributed to my being placed on paid administrative leave — not due to misconduct, but because the direction I've taken challenges long-standing norms and forces a higher standard of accountability."

Rochester schools Superintendent Annie Azarloza was placed on leave Feb. 13, 2025.

The School Board voted in mid-February to place Azarloza on leave in the middle of her first school year in Rochester without giving a reason in public, which is standard procedure on personnel issues.

Downs did not immediately respond to a request for comment for this story.

New Hampshire Department of Education data indicates Rochester's out-of-school suspension rates were 11% in 2024, 12% in 2023 and 10% in 2022. The state average each of those years was about 4%. Rochester's in-school suspension rates in those years ranged from 9% to 12%, while the state averages were 3.2% to 3.7%.

Rochester schools get legal opinion supporting Azarloza's stance
On Monday, a Foster's Daily Democrat reporter received material related to Azarloza left anonymously at her home.

The material includes a letter from the Manchester-based law firm Drummond Woodsum, written by lawyer Luke Webster and sent to Sarah Camus, director of student services for the Rochester School District. It provides a legal opinion sought "in response to the Rochester Police Department's position that New Hampshire law compels school district to conduct a manifestation review prior to a juvenile delinquency petition being filed against a student with a disability, even when IDEA does not require it."

Webster wrote, "The bottom line is that the school district is not mandated to initiate a manifestation review unless the IDEA requires it because of a disciplinary change of placement."

The letter goes on to say Camus was concerned the Rochester Police Department intended to "file charges against a school administrator who is refusing to follow state law" by declining "to do a manifestation review."

Webster responded, "Simply put, there is no violation of state law for which a school administrator could be liable for a criminal charge under these circumstances, and such a wrongful arrest would violate the administrator's civil liberties. ... The Rochester School District has followed state and federal law related to manifestation determinations and should continue to do so."

Webster in his letter cited a 2022 New Hampshire Supreme Court ruling that he said "settled the debate" on the law regarding manifestation hearings.

In his letter, Webster wrote the law is intended to discourage the filing of juvenile petitions for misconduct at school. He said there are times when school districts and police departments may disagree on the course of action, and he recommended "an ongoing conversation about school misconduct to avoid unnecessary disagreement while ensuring the safety of the school environment."

Wright added, "A manifestation determination is simply a prerequisite for filing a delinquency petition against an IDEA-eligible student for misconduct at school. If the school district refuses to make a manifestation determination because it is not required by special education laws, it effectively blocks the filing of a delinquency petition. This implicit veto power is consistent with the legislature's intent."

School Board member says there is more to Azarloza's case

Rochester School Board member Sandy Keans acknowledged the dispute over discipline cases with Azarloza, indicating there were two incidents involving students that are central to her being placed on leave.

Keans said there were other issues, too, between the board and Azarloza leading up to the board's action against the superintendent. She cited Azarloza's hiring practices and tension between her and Rochester school administrators in some cases leading to resignations.

Azarloza responded to these comments in her statement.

"Until now, I've remained silent out of respect for the process and to protect its integrity," she said. "But now that inaccurate and misleading statements are being made publicly, I believe the community deserves the truth.

"Regarding the allegations that I have not followed set hiring practices: When I arrived, the district had no formal hiring process for leadership roles. I built one from the ground up and I've followed it with fidelity in every leadership hire I've made. To suggest otherwise is simply inaccurate," she said.

Azarloza said she has attempted to make positive changes for the good of Rochester schools and students.

"This leave doesn't mark the end of my leadership — it confirms the impact of it," she said. "Because when you push systems to change, they push back. But I didn't come to maintain the status quo. I came to lead with courage and make a positive difference in the lives of the children and families that I serve."

Next steps for Azarloza aren't clear
It is not known when the Rochester School Board will receive the result of a third-party investigation regarding Azaloza's case and make a decision on what to do next.

Azarloza was selected by the School Board for the Rochester job in April 2024 and took over as superintendent on July 1 at a salary of $170,000. Her two-year contact expires June 30, 2026. It calls for her second year salary to be increased up to 4%.

Her contract also lists "sole grounds for termination." They are for immorality, incompetence, insubordination, failure to conform to the properly adopted rules and regulations of the State Board of Education or the Rochester School Board or upon the revocation of her professional license.

It also states the contract can be terminated if it's in the interests of the SAU or the schools in the district. If these reasons were applied for termination, the decision would be subject to review by the commissioner of education, if requested by the superintendent.

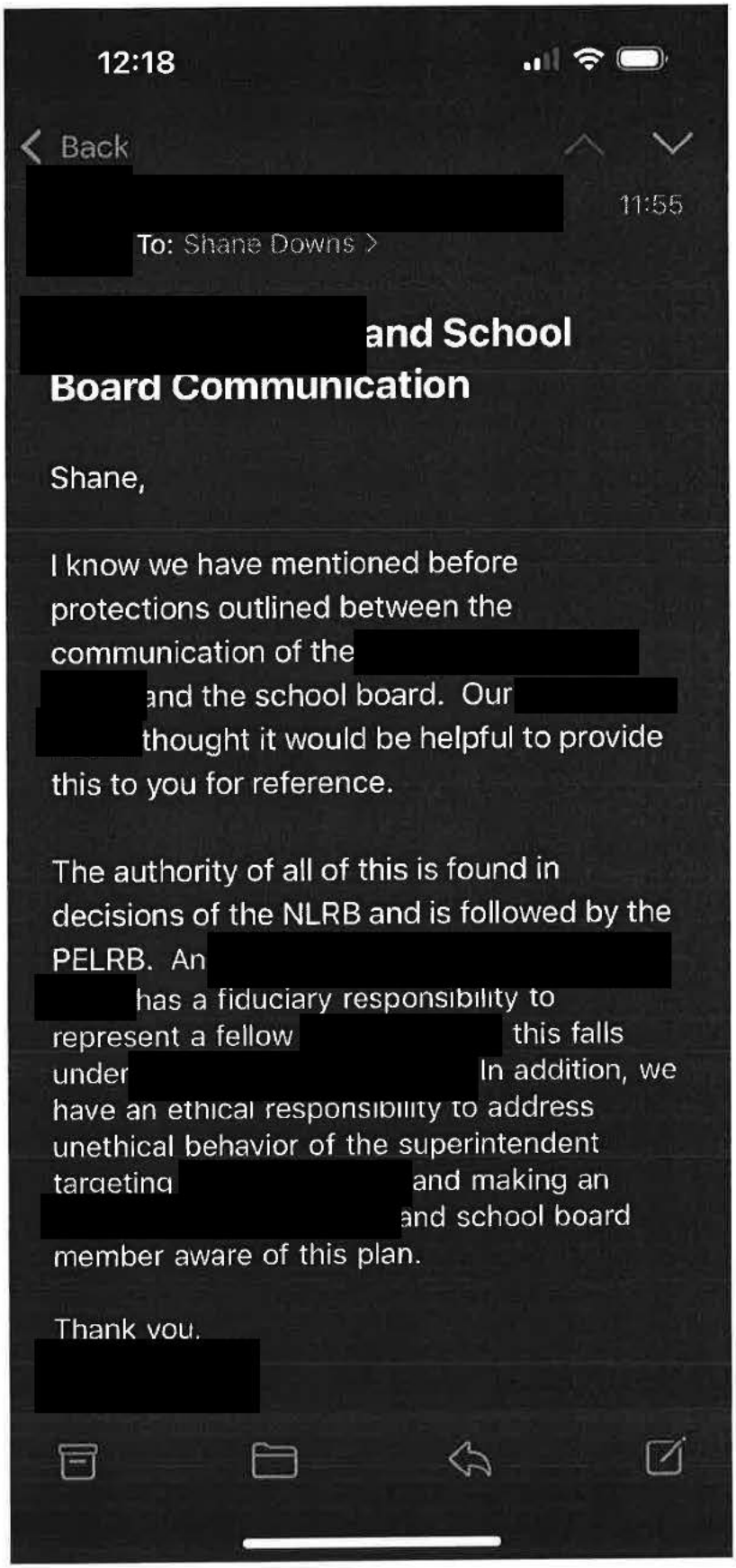
Azarloza came to Rochester from Worcester, Massachusetts, public schools, where she was the chief academic support officer for the second largest school district in New England.

Azarloza instituted a bullying prevention program in Rochester schools, responding to a long-identified problem. With the School Board, she has guided the construction process for a new elementary school on Salmon Falls Road. She also helped set up the plan for redistricting students that will be required when the new school opens as the city's elementary schools are consolidated.



[redacted] **Document Production**




12:18
Back
11:55
To: Shane Downs >
and School
Board Communication
Shane,
I know we have mentioned before
protections outlined between the
communication of the
and the school board. Our
thought it would be helpful to provide
this to you for reference.
The authority of all of this is found in
decisions of the NLRB and is followed by the
PELRB. An
has a fiduciary responsibility to
represent a fellow
this falls
under
In addition, we
have an ethical responsibility to address
unethical behavior of the superintendent
targeting
and making an
and school board
member aware of this plan.
Thank you.

[redacted]

Begin forwarded message:

From: Shane Downs <s.downs@sau54.org>
Date: February 12, 2025 at 09:30:51 EST
To: [redacted]
Cc: [redacted]
Subject: Re: Nonpublic Session Request

[redacted]

I have spoken with the board and we are able to meet with you [redacted] this Thursday. We will start the meeting at 5:30pm and go right into non public [redacted]
We will see you Thursday night.

Shane Downs
Rochester School Board
Ward 4 Seat A
603-767-5973
S.Downs@sau54.org

On Feb 10, 2025, at 18:38, [redacted] wrote:

Shane,

On behalf of the [redacted] I am requesting a nonpublic session this Thursday 2/13 to discuss a personnel matter.

Thank you,

[redacted]

[redacted]

Items Annie's done wrong

Changing name to truancy officer position without board approval and still not changing it back after I told her it needed approval by the board. 2/6/25 having the name already changed in her slide show during finance committee. I had talked to her weeks before this about this needing to be approved by the board.

MOU's being moved forward without board approval

Retaliation agains[redacted] in front of me

Told me she was going to transfer [redacted] to [redacted] Said [redacted] has good systems in place [redacted] doesn't like it [redacted] would have to self select. (If [redacted] good systems in place then why not leave [redacted] at [redacted]

Told [redacted] no with negotiating with the board on year two of [redacted] contract [redacted] requested it and told [redacted] the language in the contract allowed it.

Violated the admin leave letter when contacting [redacted] bout snow delay. Contacted [redacted] few days later letting [redacted] know she was thinking of [redacted] when we were told they don't have that kind of relationship.

Raptor Program without board knowledge or approval. Bought subscription for year and a half with out board knowledge

Blocking discipline and charges by the PD at the [redacted] level. Not following state law.

Booking a Cabinet training out of state during budget season costing over 12K. The conference is directed towards Assistant Superintendent and Superintendent's. The entire cabinet went.

Manipulating board members during 1:1's to sway votes.

Behavior after we failed CASO at finance was completely unacceptable. Not engaged with discussion on budget and on her phone.

Not keeping [redacted] up to speed on non public topics (law suits)

Attendance 250+ students with 20+ absences and not one has been referred to the police department. No accountability no consequences. Who isn't doing their job effectively?

MOU [redacted] sent over beginning of the year for SRO's Annie has never sent it back or reviewed with the board. Report was she was rewriting it? It is written by the state and their recommendations nothing just be change on it. Report of Annie moving [redacted] SRO office deep into the building. SRO office are in the front of building for a safety reason.

Shane Downs
Rochester School Board
Ward 4 Seat A
603-767-5973
S.Downs@sau54.org

[redacted]

Liz,

Attached is the other MOU that Annie approved without board authorization.

Also we are having a hard time recovering the "What's Happening" Annie deleted. The IT department is trying another option if that doesn't work we may work with Katie and Annie's attorney to see if she will release them. If not we will be filing a right to know as they would fall under that as she sent them to the full board which constitutes a full board meeting.

Our concern is there was a "What's Happening" she sent to the board abou[redacted]and sent [redacted]he same "What's Happening" with her performance information removed. I will keep you posted on this when I find out more.

Thank you

Shane Downs
Rochester School Board
Ward 4 Seat A
603-767-5973
S.Downs@sau54.org

Begin forwarded message:

[redacted]

Date: March 14, 2025 at 15:05:43 EDT
To: Shane Downs <s.downs@sau54.org>
Subject: Fwd: MOU

ROCHESTER FEDERATION OF TEACHERS, AFT #3607, AFT-NH, AFL-CIO
AND
ROCHESTER SCHOOL BOARD

MEMORANDUM OF UNDERSTANDING

USE OF WORKSHOP MONIES 2024-2025

Whereas the Rochester Federation of Teachers (RFT) and the Superintendent of Schools have consulted regarding the use of workshop monies for required New Hampshire (NH) statements of eligibility, certifications, criminal background checks and or license renewals, due to the increased cost to the staff member;

Whereas the parties mutually agree that the ability to use workshop monies to pay for NH certifications, recertifications and/or licensing is beneficial to the faculty and Rochester School District;

Whereas the collective bargaining unit contains the following provisions which would be impacted by the Teachers Collective Bargaining Agreement, Article V - Compensation, L. and Article VI. F.,

Therefore, the parties agree to the following:

1. The current Collective Bargaining Agreement Article V, Section L, states as follows: The District shall reimburse each member of the bargaining unit the cost of recertification and/or licensing fees up to a maximum of $130 once every 3 years provided, that the sum is available to the individual employee from their unused allotment for workshop reimbursement in Article VI. F.;

2. Article VI, F. Workshop Reimbursement allows for reimbursement up to $425;

3. The parties are desirous to have the new language for Article V - Compensation, Section L to read as follows:

   The District shall reimburse each member of the bargaining unit the cost of required NH Statement of Eligibility, multiple endorsements, recertification(s) and/or licensing fees, including Criminal Background checks required by the NHDOE, up to the amount of $425, provided that the sum is available to the individual employee from their unused allotment for workshop reimbursement outlined in Article VI. Section F.

This agreement shall remain in full force and effect until such time as the parties mutually agree to modify in writing.

Erin Saucier, President
Rochester Federation of Teachers, AFT #3607

12/5/2024
Dated

Annie Azarloza, Superintendent
Rochester School District

12/11/24
Dated

[redacted]

Begin forwarded message:

From: [redacted]
Date: March 16, 2025 at 18:45:36 EDT
To: Shane Downs <s.downs@sau54.org>
Subject: Re: Thoughts on Leaving

Hi Shane,

Thank you for your response. My phone number is [redacted].

Thank you,

[redacted]

On Sun, Mar 16, 2025 at 6:14 PM Shane Downs <s.downs@sau54.org> wrote:

[redacted]

> Thank you for your email as you know the board has placed the superintendent on administrative leave. You are on the list to be interviewed for the investigation. Can I get your phone number for the investigator to call you. I believe I had a wrong number given to me.

I am very sorry for what has been going on in the district. My hope is things will get better soon.

Thank you

Shane Downs
Rochester School Board
Ward 4 Seat A
603-767-5973
S.Downs@sau54.org

> On Mar 15, 2025, at 19:53, [redacted]:
>
>
> Good evening,
>
> I wanted to reach out and let you all know what a difficult decision it was to resign from my position [redacted] after [redacted] years with the district. I had always thought I would retire here. It really has been an emotional roller coaster since July of last year. It started with calling themselves the "Cabinet" and making the office feel so divided. It was tough after always feeling like a team. We tried to share our thoughts with the numerous surveys, but nothing seemed to change. We started losing so many great, knowledgeable, employees. There are so many things I wish had gone differently. Please know that many of us wouldn't have made it this far without [redacted] s an amazing and caring leader. I really do have hope that things will get better. Thank you all for what you do and for your time.
>
> Sincerely,
>
[redacted]

[redacted] **Document Production**

[redacted]

SAUSA Google Apps for Education

[redacted]

Call please!

2 messages

[redacted] Tue, Aug 27, 2024 at 10:20 AM

Hi [redacted]
I hope that day one is going great! Can you please give me a call today when you have a minute to talk? I need to chat with you about this morning's procedures [redacted]
Thank you,

[redacted]

[redacted] Tue, Aug 27, 2024 at 11:19 AM

Just wanted to follow up for future days. The next two days we have all admin outside, and I greet students in the gymnasium.

On a Normal Day, [redacted] is by the school sign, [redacted]s at the flagpole, [redacted] is at the crosswalk by the gym, I am at the main entrance, a staff member is at the gym hallway door (students enter through main entrance and gym entrance), [redacted]s by the cafe, [redacted]s moving around as students don't report to team until 7:30. We also have staff on duty around the building each morning.

[redacted]

[Quoted text hidden]

[redacted]

SAU54 Google Apps for Education

[redacted]

Board meeting

18 messages

[redacted] Sun, Dec 8, 2024 at 1:32 PM

Hi [redacted]

I hope you're having a great weekend!

For this Thursday's board meeting (now they start at 6pm!), I'm going over the strategic plan and some strides we've made. I'm reaching out to a few [redacted] to talk about the different focus areas, and I was hoping you could speak to the changes we've been implementing to enhance culture and climate in the middle school specifically that have led to less discipline referrals since last year. I think the School Board and the community really need to hear tha[redacted] is in better shape than they think and coming from [redacted] will go a long way. Let me know. I appreciate it!

--
Annie Azarloza
Superintendent of Schools
Rochester School District
150 Wakefield Street, Second Floor
Rochester, New Hampshire 03867
azarloza.a@sau54.org
Be the change you wish to see in the world. -Gandhi

[redacted] Sun, Dec 8, 2024 at 8:45 PM

To: Annie Azarloza <azarloza.a@sau54.org>
[redacted]

Annie-

Thanks for reaching out. I would love to come, but I am out on a vacation day that day that was planned. [redacted] is presenting[redacted] I would definitely appreciate time to talk about this to the board, however. Our referrals actually dropped last year from the previous year drastically, and they are continuing to drop this year. We have also dropped OSS numbers close to 400 days this year compared to last year at this time. I will be at the committee meetings next Thursday, and I can be at the January board meeting. Let me know.

[redacted]

[Quoted text hidden]

Annie Azarloza <azarloza.a@sau54.org> Mon, Dec 9, 2024 at 3:47 AM

[redacted]

Hi [redacted]

That's great to hear that referrals have been coming down since last year! Perhaps since [redacted] will be there this Thursday [redacted] can speak to that. And yes, we are asking all [redacted] to be at the full board meeting next month. Thank you!

Annie

On Dec 8, 2024, at 8:45 PM, [redacted]

[Quoted text hidden]

[redacted] Mon, Dec 9, 2024 at 8:08 AM

[redacted]

[Quoted text hidden]

[redacted] Mon, Dec 9, 2024 at 11:47 AM

[redacted]

---------- Forwarded message ---------
From: **Annie Azarloza** <azarloza.a@sau54.org>
Date: Sun, Dec 8, 2024 at 1:32 PM
Subject: Board meeting
[redacted]

[Quoted text hidden]

[redacted] Mon, Dec 9, 2024 at 11:59 AM

To: Annie Azarloza <azarloza.a@sau54.org>

[redacted]

I will connect wit[redacted]about this. Here is the information that [redacted] will refer to. Let me know if you have any questions.

Document 1: Shows what we have worked on from 2022-Present Day

Document 2: Shows two things for the last 3 years: 1) Referrals per day per month each year and 2) Referrals each month over the last 3 years

Document 3: Shows suspensions 2022 (until December 9)

Document 4: Shows suspensions 2023 (until December 9)

Document 5: Shows suspensions 2024 (until December 9)

[Quoted text hidden]

4 attachments

SWIS - Reports.pdf-Multi-Year.pdf
174K

SWIS - Reports.pdf-Suspensions 22-23.pdf
86K

SWIS - Reports.pdf-Suspensions 23-24.pdf
86K

SWIS - Reports.pdf-Suspensions 24-25.pdf
86K

Annie Azarloza <azarloza.a@sau54.org> Mon, Dec 9, 2024 at 1:30 PM

Hi

My ROS is specifically on the progress we've made on our new Strategic Plan so the focus should be on what we have done thus far since the Board adopted the new 5 year strategic plan in August; so essentially from September until now as compared to last year. Make sense?

Annie
[Quoted text hidden]

Annie Azarloza <azarloza.a@sau54.org> Mon, Dec 9, 2024 at 1:42 PM

For example, how has bullying decreased since implementing Undercover Anti-Bullying Team Approach; how has discipline incidents decreased since implementing restorative practices, etc.
[Quoted text hidden]

Mon, Dec 9, 2024 at 1:44 PM

---------- Forwarded message ---------
From: **Annie Azarloza** <azarloza.a@sau54.org>
Date: Mon, Dec 9, 2024 at 1:43 PM

Subject: Re: Board meeting

[redacted]

[Quoted text hidden]

[redacted] Mon, Dec 9, 2024 at 2:56 PM

To: Annie Azarloza <azarloza.a@sau54.org>

[redacted]

Currently we have only done [redacted] bullying investigations, and [redacted] were the Undercover Bullying Team Approach. If we truly want to show how the [redacted] is doing, I think it's important to highlight the work we have been doing over the last few years. With staff and admin, we have really made changes that impacted the climate and culture.

[redacted]

[Quoted text hidden]

Annie Azarloza <azarloza.a@sau54.org> Mon, Dec 9, 2024 at 9:12 PM

[redacted]

Thanks, [redacted] it's great to hear the progress that [redacted] has made these last few years. This report of the superintendent on Thursday is specifically on the new strategic plan that was just adopted in August with our new focus areas and strategies that we're using to arrive at our desired state. If [redacted] can't speak to that, it's okay. She can sit this one out.

On Dec 9, 2024, at 2:56 PM, [redacted]

[Quoted text hidden]

[redacted] Mon, Dec 9, 2024 at 9:54 PM

[redacted]

---------- Forwarded message ---------
From: **Annie Azarloza** <azarloza.a@sau54.org>
Date: Mon, Dec 9, 2024 at 9:12 PM
Subject: Re: Board meeting

[redacted]

[Quoted text hidden]

[redacted] Wed, Dec 11, 2024 at 8:00 AM

To: Annie Azarloza <azarloza.a@sau54.org>

[redacted]

[redacted]can focus on the climate and culture from this year.

[redacted]

[Quoted text hidden]

Annie Azarloza <azarloza.a@sau54.org> Wed, Dec 11, 2024 at 9:32 AM

[redacted]

Great, thank you! [redacted] can you please send me a brief summary of what you'll be speaking about by tomorrow morning? Thank you!

[Quoted text hidden]

[redacted] Wed, Dec 11, 2024 at 12:14 PM

To: Annie Azarloza <azarloza.a@sau54.org>

[redacted]

Good Afternoon Annie,

Here is my summary for tomorrow's school board meeting. If you have any questions happy to help.

School Board Summary

[redacted]

Annie Azarloza <azarloza.a@sau54.org> Thu, Dec 12, 2024 at 1:02 AM

[redacted]

Hi [redacted]

Thank you. Can you please provide me with the ability to add comments? There are some items we should leave out of the summary and I can add why when I comment and other I'd like you to speak to. Thanks.

Annie

On Dec 11, 2024, at 12:14 PM, [redacted]

[Quoted text hidden]

[redacted] Thu, Dec 12, 2024 at 9:50 AM

To: Annie Azarloza <azarloza.a@sau54.org>

[redacted]

Hi Annie,

Just let me know when it's ready so I can be prepared for the meeting, thank you :)

[Quoted text hidden]

[redacted] Fri, Feb 7, 2025 at 2:27 PM

[redacted]

[redacted]

[redacted]

SWIS

Suspension/Expulsion

8/1/22 - 12/9/22

Show Individual Student Data: No
Show Names: No

[redacted]

Data Table

	Days	Events	Students Contributing
In-School Suspension	93.5	91	59
Out-of-School Suspension	521.5	218	102
Expulsion	0	0	0

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SWIS Suite
www.pbisapps.org

[redacted]

SWIS

Suspension/Expulsion

8/1/23 - 12/9/23

Show Individual Student Data: No
Show Names: No

[redacted]

Data Table

	Days	Events	Students Contributing
In-School Suspension	223.5	171	102
Out-of-School Suspension	525	177	77
Expulsion	0	0	0

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[redacted]

SWIS

Suspension/Expulsion
8/1/24 - 12/9/24

Show Individual Student Data: No
Show Names: No

[redacted]

Data Table

	Days	Events	Students Contributing
In-School Suspension	177.5	164	81
Out-of-School Suspension	139	85	40
Expulsion	0	0	0

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SWIS Suite
www.pbisapps.org

[redacted]

22-23

- ☐ We established systems on team, counseling systems, discipline systems. Students getting support on team versus being removed from team.
- ☐ First year working with [redacted](SERESC behavior consultant).
- ☐ [redacted]attended the NELMS annual conference.
- ☐ NELMS Assessment in May 2023

23-24

- ☐ NELMS [redacted]TEAM(Teachers, Guidance, and Admin)-Report and Goals
- ☐ 8 Staff members attended the annual NELMS conference, and 3 attended a NELMS conference for schedules.
- ☐ Added Advisory and Advisory Committee connected to NH Pathways Team (RSD)
- ☐ Second Year with [redacted]
- ☐ Offered Monthly Assemblies to honor positivity and community building
- ☐ Offered education from counselors and admin (graduated sanctions)
- ☐ Changed Merit Club to The PACK
- ☐ SEL resources for teachers(breathing ball, fidgets, mandalas). Created a cool down space in the school.
- ☐ Interventions: CHICO, Walk-Talk Regulate, Behavior Baskets
- ☐ Review MTSS with UNH

24-25

- ☐ NELMS [redacted]TEAM-Updated Goals
- ☐ We want more staff to attend the annual NELMS conference.
- ☐ Added Advisory to the morning
- ☐ Reorganized MTSS Tier 1-3 Teams Meeting Regularly
- ☐ Tier 1 Cafeteria Roll Out
- ☐ Third Year with [redacted]
- ☐ Monthly Assemblies have Positive Office Referrals, After-School All-Stars, You Da Best (staff), Tier 1 Roll Out Winners, and monthly winners for door decorating or competitions
- ☐ The PACK-We added 80 + members. They have an updated game room used during advisory, they participated in the holiday parade, and they are going to work with McClelland students on reading.
- ☐ Added 3 Counselors: Social Worker, Restorative, and SAP. They are offering family events.
- ☐ Added grade-level fundraisers and evening events: halloween dance, winter dance, and game night.

School Board Summary
12/11/24

Here at [redacted] we began this school year by implementing a variety of resources and activities to improve our culture and climate. This year we have begun each day with morning advisory with tier 1 roll-outs for the entire student body. Term A we implemented a cafeteria roll-up to increase positive student behavior during all lunches with prizes. Our monthly assemblies showcase Positive Office Referrals, After-School All-Stars, You Da Best (staff), Tier 1 Roll Out Winners, and monthly winners for door decorating or competitions. This year, The PACK (Positive and Caring Kids), we have added 80 + members, who can go to the updated game room during advisory, they participated in the holiday parade, and they are going to work [redacted] students on reading.

We are continuing to build upon our updated goals from our NELMS work this year and we continue to partner with behavior consultant [redacted] a behavior consultant to increase restorative practices, reduce conflicts and build a sense of accountability within the school. Along with this work, we have hired three counselors: Social Worker, Restorative, and SAP. They are offering family events along with grade-level fundraisers and evening events: halloween dance, winter dance, and game night.

As we continue to combat bullying [redacted] the implementation of the UABT is our proactive approach to help address bullying.This year we have had seven bullying investigations opened at this time, two have been founded. We have completed one round of the UABT and in the process with a second round. We continue to work closely with [redacted] on educating our students about what bullying is and providing them with the tools and understanding needed to navigate and prevent bullying behavior.

SAU54 Google Apps for Education

[redacted]

Fwd: This morning

3 messages

[redacted] Thu, Jan 2, 2025 at 1:55 PM

---------- Forwarded message ---------
From: **Annie Azarloza** <azarloza.a@sau54.org>
Date: Thu, Jan 2, 2025 at 6:49 AM
Subject: This morning
[redacted]

Good morning!

Can you please connect with [redacted] first this morning and let [redacted] know that [redacted] cannot [redacted] as another assistant principal. [redacted] can only call [redacted] if the police were needed. In other words, if [redacted] did not have an SRO and [redacted] had to call the police that is the only time that [redacted] would [redacted] This is important because the lines are getting blurred. Thanks.

Annie

[redacted] Thu, Jan 2, 2025 at 2:14 PM

I will follow up [redacted] I understand the assistant principal note, and all APs know they handle school issues first. I just want to make sure that this is accurate when calling for the SRO services. What she is saying here does not match up with school board policy KLGA-R. I feel as though we should have a meeting [redacted] and the SROs if the policy is adjusted or we are following a different path. Am I wrong in thinking that that directive goes against the school board policy?

[redacted]

[Quoted text hidden]

KLGA-R (1).pdf
78K

[redacted] Thu, Jan 2, 2025 at 3:14 PM

Just to follow up from Annie: Could you also let me know the specifics of her concerns? Where is this coming from? What spearheaded it? I'm just wondering what caused the accusations.

[redacted]



SAU54 Google Apps for Education

[redacted]

Safe School

2 messages

[redacted] Wed, Jan 22, 2025 at 4:07 PM

Good Afternoon-

I was instructed today to check in with you before filing a safe school report. I just wanted to document that I called about the recent safe school report for [redacted] and confirmed before filing. I also called today about another situation [redacted] Please let me know if there is anything else I need to do.

[redacted]

[redacted] Wed, Jan 22, 2025 at 4:10 PM

[redacted]

Thank you, and yes, I can confirm that we spoke about both of these.

[redacted]

SAU54 Google Apps for Education

[redacted]

[redacted]

[redacted]

Tue, Feb 11, 2025 at 8:26 AM

Good morning,

Would you be the one that takes care of the behavior reporting?

Annie reached out to me this morning looking for the following. It really should be coming [redacted] and not me.

Can you please run a report for ISS and OSS [redacted] in the following ways:
1. Jan 1 - Feb 10 (can you include reasons?)
2. A report on total for this year in comparison to where we were last year this time.
3. Do the same for discipline referrals. Is there a way to drill down on those to see what they are for?

Are you able to pull this information? If you could send it to me and then I can forward it to Annie letting her know who pulled it.

[redacted]

[redacted]

Tue, Feb 11, 2025 at 8:36 AM

Yes, we can do that.

[redacted]

[Quoted text hidden]

[redacted]

Tue, Feb 11, 2025 at 10:26 AM

Let's look at days, events, and people for ISS/OSS. There is a huge drop in OSS and a smaller drop in ISS.

We can also look at what IC is showing outside of SWIS.

[redacted]

Rochester Middle School

[Quoted text hidden]

[redacted] Wed, Feb 12, 2025 at 7:40 AM

Checking in to see if you have the information or if you need help creating ad hocs to pull the information.

[redacted]

[Quoted text hidden]

[redacted] Wed, Feb 12, 2025 at 7:46 AM

[redacted] was out yesterday, so [redacted] working on it today. We were hoping to also show SWIS data, too. We refer to that a great deal.

[redacted]

[redacted] Wed, Feb 12, 2025 at 7:48 AM

Sounds good. I was asked about it again this morning.

[redacted]

SAU54 Google Apps for Education

[redacted]

Re: Suspension

2 messages

[redacted] Wed, Feb 12, 2025 at 7:54 AM

To: Annie Azarloza <azarloza.a@sau54.org>, [redacted]

[redacted] is the one who keeps track of this information.

[redacted]

On Wed, Feb 12, 2025 at 7:50 AM Annie Azarloza <azarloza.a@sau54.org> wrote:

> Oh, I thought you were able to run the report. Who do I ask to run the report [redacted]
>
> On Wed, Feb 12, 2025 at 7:41 AM [redacted]
>
> > Annie,
> >
> > My apologies for not replying sooner. Yes I got the request and have asked [redacted] the information.
> >
> > [redacted]

On Wed, Feb 12, 2025 at 6:17 AM Annie Azarloza <azarloza.a@sau54.org> wrote:

> Hi [redacted]
>
> Just confirming that you received my email. Thanks!
>
> Annie
>
> On Feb 11, 2025, at 6:36 AM, Annie Azarloza <azarloza.a@sau54.org> wrote:
>
> Hi [redacted]
>
> I hope you're doing well!
>
> Can you please run a report for ISS and OSS [redacted] in the following ways:
>
> 1. Jan 1 - Feb 10 (can you include reasons?)
> 2. A report on total for this year in comparison to where we were last year this time.

3. Do the same for discipline referrals. Is there a way to drill down on those to see what they are for?

Thank you!

Annie

Annie Azarloza
Superintendent of Schools
Rochester School District
150 Wakefield Street, Second Floor
Rochester, New Hampshire 03867
azarloza.a@sau54.org
Be the change you wish to see in the world. -Gandhi

--
Annie Azarloza
Superintendent of Schools
Rochester School District
150 Wakefield Street, Second Floor
Rochester, New Hampshire 03867
azarloza.a@sau54.org
Be the change you wish to see in the world. -Gandhi

[redacted]

Wed, Feb 12, 2025 at 10:29 AM

[redacted]

SAU54 Google Apps for Education

[redacted]

[redacted] Behavior Reports

6 messages

[redacted] Wed, Feb 12, 2025 at 1:28 PM

To: Annie Azarloza <azarloza.a@sau54.org>, [redacted]

Good afternoon. I have attached the behavior reports that you requested. I apologize for the delay. Unfortunately [redacted] and needed to enter behavior referrals this morning to provide accurate data.

The first attachment provides the ISS and OSS data that you requested occuring January 1st through February 10th. The second attachment is a similar report, however slightly more detailed.

The final attachment is a comparison of behavior referrals between this year and last year. The first page includes all behavior referrals, while the second two pages break the behaviors down by minor and majors.

Please let me know if you have any questions.

[redacted]

[redacted]

3 attachments

[redacted] ISS and OSS Report 2.12.25.pdf
6K

[redacted] Behavior Resolution Detail Report 1.1.25 through 2.10.25 including reasons.pdf
67K

[redacted]SWIS Data Year Comparison 2.12.25.pdf
260K

[redacted] Wed, Feb 12, 2025 at 2:11 PM
To: Annie Azarloza <azarloza.a@sau54.org>, [redacted]

I have attached one additional report, providing ISS and OSS data from August until February 10th.
[Quoted text hidden]

[redacted] Behavior Report ISS and OSS 8.1.24 through 2.10.25.pdf

Annie Azarloza <azarloza.a@sau54.org> Wed, Feb 12, 2025 at 2:29 PM
[redacted]

Thank you, [redacted]

On Wed, Feb 12, 2025 at 1:28 PM [redacted]
[Quoted text hidden]

--
Annie Azarloza
Superintendent of Schools
Rochester School District
150 Wakefield Street, Second Floor
Rochester, New Hampshire 03867
azarloza.a@sau54.org
Be the change you wish to see in the world. -Gandhi

[redacted] Wed, Feb 12, 2025 at 8:03 PM
To: Annie Azarloza <azarloza.a@sau54.org>
[redacted]

Hi, Annie-

I was wondering what this data is being used for? Thanks!

[redacted]

Annie Azarloza <azarloza.a@sau54.org> Wed, Feb 12, 2025 at 8:13 PM
[redacted]

Hi [redacted]

Thanks for asking—to support and monitor. I've provided the data [redacted] today during our 1:1. Let me know if you have any further questions.

Annie

On Feb 12, 2025, at 8:03 PM, [redacted]

[Quoted text hidden]

[redacted]

Wed, Feb 12, 2025 at 8:14 PM

SCHOOL RESOURCE OFFICER/LAW ENFORCEMENT ADMINISTRATIVE MEMORANDUM OF UNDERSTANDING

The Rochester Police Department and the Rochester School District have always had an attitude of working together closely to ensure the safest environment in the local schools. Due to the presence of the police officer at the school, crime and the threat of crime will be reduced. By working with the students, parents, faculty and staff, the School Resource Officer in the school provides a culture of safety and peace so that students may realize the full benefits of their education.

The purpose of this memorandum of understanding is to ensure that introduction of School Resource Officers in the schools will continue to further that attitude of cooperation. Further, this provides guidelines for the conduct of SROs and other law enforcement authorities in the schools. These are guidelines only and may be adjusted within reasonable and lawful limits on a case-by-case basis.

This memorandum as amended is effective from the date of signature through at minimum, June 30, 2021, at which time the MOU will be reviewed and further amended if necessary.

A. Expectations Concerning the Roles of School Personnel and SROs:

1. SROs shall always conduct himself/herself in a fair and impartial manner and shall comply with all applicable federal and state laws, School Board policies and procedures, school rules, and Rochester Police Department rules in carrying out their duties and responsibilities within the grounds of the school.
2. In general, school administrators and staff are responsible for enforcing Board policies and school rules and for maintaining order in the schools. The SRO will be available to respond to and will be alert to any activity which create an unsafe atmosphere in the school. SROs who observe violations of policies and/or rules may intervene with students to stop the behavior and shall report violations to appropriate administrators.
3. School administrators and staff may consult with and request assistance from SROs in addressing student violations of policies and rules as they deem appropriate.
4. School administrators and staff shall notify the SRO if they have reason to believe that a student has committed a crime or if they obtain evidence of illegal activity (such as weapons, drugs or alcohol).
5. The SRO will consult with school officials in matters relating to criminal activity so that school officials may determine what their best course of action will be administratively. All criminal activity will be recorded and statistical information maintained to determine levels and types of activities.
6. School administrators may request the assistance of SROs in enforcing Board policies, school rules and federal/state laws with visitors and intruders on school property.
7. Unless there is a health or safety emergency, SROs shall consult with an appropriate school administrator prior to requesting additional law enforcement assistance on school grounds.
8. SROs are expected to maintain the same standards of professional conduct in their dealings with staff, students, parents and community members as other school staff.

B. Investigations, Questioning and Searches of Students for School-Related Purposes: Some types of student conduct that are forbidden by school rules, such as assaults, bomb threats, weapons possessions, and drug offenses, are also punishable by criminal law. When a particular act is both a violation of school rules and a crime, the school disciplinary investigation by school administrators and the criminal investigation by the police and county attorney will often operate simultaneously.

1. Evidence of violation of state/federal laws will be turned over to the SRO, unless such disclosures are otherwise prohibited by Family Educational Rights and Privacy Act (FERPA) or any other applicable law.
2. Since police investigative reports and police-obtained witness statements may not always be available to school administrators, the school administrator shall prepare and maintain his/her own records and reports concerning school-related investigations.
3. School Department will make final decisions in all administrative matters.

C. Investigations, Questioning and Searches of Students for Non-School-Related Purposes:

1. In general, SROs and other law enforcement authorities are not allowed to use the schools as a venue for questioning and searching students for alleged violations of state or federal laws that are not related to the schools.
2. Exceptions will be made in the event of an emergency endangering student or staff safety or in exigent circumstances as authorized by law. Other exceptions may be made on a case-by-case basis after consultation between the Superintendent/designee and law enforcement authorities. Whenever practicable, the police should contact the school administrator before questioning or searching students.
3. If the SRO anticipates possible criminal charges, he/she should follow applicable laws and police department policies concerning questioning and searches of juvenile suspects (if the student is under 18) or adult suspects (if the student is 18 or older).
4. The Police Department will make the final decisions in all criminal matters.
5. Nothing in this Memorandum of Understanding will be construed as to preclude the Police Department from pursuing legitimate criminal investigations to their proper completion.

D. Arrests of Students at School:

1. In general, SROs and other law enforcement authorities are discouraged from arresting students at school for non-school-related activities.
2. Exceptions to the above will be made in the event of an emergency endangering student and/or staff safety or in exigent circumstances as authorized by law. Other exceptions may be made on a case-by-case basis after consultation between the Superintendent/designee and law enforcement authorities. Whenever practicable, the police should contact the school administrator before making an arrest in school.
3. The SRO (or other law enforcement official if applicable) is responsible for complying with applicable state and federal laws concerning parental notice and notification of rights prior to questioning.
4. A student may be removed from school by an SRO or other law enforcement official when there is a court order, an arrest warrant or when a warrantless arrest is authorized by law. The school

administrator shall attempt to notify the student's parent/guardian as soon as possible of the student's removal from school.

E. Confidentiality of Student Information and Records:

1. School administrators may release personally identifiable student information contained in education records to SROs and other law enforcement authorities in accordance with the requirements of the federal Family Educational Rights and Privacy Act and other applicable laws.
2. SROs are considered to be school officials with legitimate educational interests in reviewing educational records in order to perform their professional responsibilities.
3. SROs are expected to maintain confidentiality of personally identifiable student information in accordance with applicable laws, Board policies and school rules.

F. Supervision Responsibility

1. The School Resource Officer Program will be monitored by both Department and School officials. The School Resource Officer will maintain close contact with school administrators to ensure that both are working together harmoniously to ensure the safest school environment possible for all students, faculty and staff.
2. The primary responsibility to supervise the SRO will fall on the Police Department and the Chief of Police.
3. The SRO will be assigned to the Support Services Division and report to the Sergeant.
4. While at the school, however, the SRO will work closely with School Administration on matters involving students, faculty and staff. The atmosphere will be one of cooperation between the School Department and the Police Department to create the safest and most comfortable atmosphere in the school to enhance learning.

Dated this 30th day of January 2017.

_____
Paul R. Toussaint, Chief of Police
Rochester Police Department

_____
Michael L. Hopkins, Superintendent of Schools
Rochester School Department – SAU #54

Adopted:	November 10, 2010
Amended:	October 11, 2012
School Board Review/Approval:	February 12, 2015
Amended:	April 13, 2017

JGD-R1

MEMORANDUM OF UNDERSTANDING
REGARDING REPORTING OF ACTS OF THEFT, DESTRUCTION OR VIOLENCE

It is the intention of the Rochester Police Department and the Rochester School Department to work in a joint cooperative effort to provide a safe and healthy school environment for students, staffs, and visitors. We intend to do this in compliance with New Hampshire R.S.A. 193-D, Safe School Zones, as amended.

Communication and sharing of information is the initiation of any cooperative effort. As required by law, it is agreed that every school employee who has witnessed, or who has information from the victim of an act of theft, destruction, or violence in a safe school zone shall report such act in writing immediately to a supervisor. A supervisor receiving such report shall immediately forward such information to the school principal who shall file it with the local law enforcement authority. Such report shall be made by the Principal to the local law enforcement authority immediately, by telephone or otherwise, and shall be followed within 48 hours by a report in writing.

As a result of New Hampshire R.S.A. 193-D:7, school employees are relieved of concerns regarding confidentiality. It states:

> Notwithstanding any other provision of law, it shall be permissible for any law enforcement officer and any school administrator to exchange information relating only to acts of theft, destruction, or violence in a safe school zone regarding the identity of any juvenile, police records relating to a juvenile, or other relevant information when such information reasonably relates to delinquency or criminal conduct, suspected delinquency or suspected criminal conduct, or any conduct which would classify a pupil as a child in need of services under RSA 169-D or a child in need of protection under RSA 169-C.

The report required above shall be on a standard form and shall include:

a. Identification of the act of theft, destruction, or violence as defined in RSA 193-D:I that was allegedly committed.

b. The name and address, if known, of any witness to the act of theft, destruction, or violence in a safe school zone.

c. The name and home address, if known, of any person suspected of committing an act of theft, destruction, or violence in a safe school zone.

The written report required above shall be waived by law enforcement officials when there is a law enforcement response at the time of the incident which results in a written police report.

Acts of theft, destruction, or violence mean acts set forth in the following, regardless of the age of perpetrator and shall be reported as required above:

a. Homicide under RSA 630.

   Any death shall be immediately reported to law enforcement officials, regardless of suspected cause.

b. Any first or second degree assault under RSA 631.

This will include any injury to a person caused by another person. Investigation may reveal that not all of these incidents constitute an actual crime. Reporting will allow an investigation to be conducted.

c. Any felonious or aggravated felonious sexual assault under RSA 632-A.

Although going beyond the legal requirement, all acts of sexual penetration occurring within safe school zones will be reported.

Any sexual contact with a person who is under 13 years of age will be reported.

d. Unlawful possession or sale of a firearm or other dangerous weapon under RSA 159.

Due to the tremendous potential for serious injury or death when firearms are present, any person in possession of a firearm within Safe School Zones will be reported. The exception will be recognized Law Enforcement personnel. Some of those reported may not be in violation of the law, but should be reported.

e. Arson under RSA 634:1.

Any person who knowingly starts any fire or causes any explosion which results in injury, damage to the property of another, or is done with intentional disregard for the safety of others, is included in this section.

f. Burglary under RSA 635.

Any person who enters a building or separately secured section of a building, with a purpose to commit a crime inside.

g. Robbery under RSA 636.

This includes any theft that is accomplished by the use of physical force or the threat of imminent use of force.

h. Illegal sale or possession of a controlled drug under RSA 318-B.

Although going beyond the legal requirement, reports will be made on any substance, other than a food that affects the way your mind and body work, excepting legally prescribed medications, which should be recorded with the appropriate administrative school personnel.

Additionally, an act of theft, destruction or violence may mean the items set forth below when, in the opinion of the reporting individual, it is of serious proportion:

a. Simple assault under RSA 631:2-a

Simple assaults may result in some injuries. Simple assault also includes knowingly having unprivileged physical contact with another person. Recognize that this can be very minor contact and that Principals will consider the District Disciplinary Policy when making a determination about whether or not to file a Safe School Zone Offense Report. We agree to err in the direction of filing a report when there is any question. Law enforcement and school officials can then jointly determine the best action to be taken.

b. Criminal mischief under RSA 634:2.
This includes purposely or recklessly damaging the property of another. This includes school property.

c. Theft under RSA 637.

This is the obtaining or exercising of unauthorized control over the property of another.

Memorandum of Understanding

The following terms, as defined in RSA 193-D:1 apply to this memorandum:

Safe School Zone means an area inclusive of any school property or school buses.

School means any public or private elementary, secondary, or secondary vocational-technical school in New Hampshire. It shall not include home schools under RSA 193-A.

School Employee means any school administrator, teacher, or other employee of any public or private school, school district, school department, or school administrative unit, or any person providing or performing continuing contract services for any public or private school, school district, school department, or school administrative unit.

School property means all real property, physical plan and equipment used for school purposes, including but not limited to school playgrounds and buses, whether public or private.

School purposes means school-sponsored programs, including but not limited to educational or extra-curricular activities.

Nothing contained in this memorandum is intended to limit the events that may be reported to the police department or to limit school employees from requesting police assistance on matters not referred to in this memorandum.

The local Police Department and the local School District, agree to provide their employees with training relative to this memorandum of understanding, its purpose and anticipated results. The parties further agree to maintain regular and open communication to evaluate the effect of this memorandum and suggest improvements and adjustments that may be necessary.

/s/
Chief of Police

/s/
Superintendent of Schools

Adopted: January 14, 1997
Board Review/Approved: October 14, 2010
Board Review/Approved: January 9, 2014

RESPONSE PLAN FOR CRIMINAL INCIDENTS

CONTROLLED DRUGS AND SUBSTANCES

Possession/Use/Sale (Including Paraphernalia):

This includes all illegal and controlled substances such as marijuana, cocaine, opiates, and related substances. Drug paraphernalia is any instrument used in the packaging, processing, weighing or ingesting of any controlled substance. This includes such things as syringes, smoking pipes, and scales.

Response Guidelines: Any student observed possessing, using or selling any of the above described substances shall be immediately brought to the principal. Any substance observed shall be immediately seized and put into a clean envelope, signed and dated, and immediately turned over to the police. The principal shall call the police in every instance where drugs or paraphernalia are discovered. NOTE: No school employee has the lawful authority to destroy any seized substance. Even the police will eventually need to obtain a court order in order to destroy the drugs.

Odor Of Marijuana:

This would include a situation where a school employee detects an obvious odor of marijuana from the clothing or person of a specific individual student. In this instance, the student is to be immediately segregated and monitored while being brought to the attention of the principal or assistant principal. The principal shall question the student and search the student within legal limits. The police and parents shall be called.

Student Appears To Be Under The Influence Of Drugs Or Alcohol:

Response Guidelines: The student shall be brought to the attention of the principal. The principal shall question the student and direct that medical attention be sought as appropriate. Parents shall be called if there is any suspicion of drug or alcohol use. The police shall be called at the discretion of the principal.

THEFT OF PROPERTY/RELATED ISSUES

Robbery:

Under New Hampshire law, robbery is a theft by force or by threat of force. It is a serious crime and is always a felony when committed.

Response Guidelines: The principal shall be immediately notified and a police response shall be requested as soon as possible.

Theft:

Under New Hampshire law, theft is the unauthorized taking of someone's property "with a purpose to deprive the owner."

Response Guidelines: Theft shall be reported to the principal. Technically, any theft committed on school property is reportable to the police. For practical purposes, however, thefts involving an insignificant value or theft involving extremely young children should be handled by school personnel. As a general rule, thefts will not be reported to the Police Department in the following situations.

- The value of the property is less than $50 and there is no suspect- or
- The students are in third grade or lower.

Burglary:

Burglary is the unlawful entry of a business or home to commit any crime. Most burglaries involving the School Department will result from the entry of a school building for the purpose of committing theft or vandalism.

Response Guidelines: Burglary shall always be reported to the Principal immediately after being discovered. School personnel shall take care not to clean or otherwise disturb the scene of the crime prior to the arrival of the police. The Principal shall call the Police Department immediately upon being notified of a burglary.

VANDALISM (aka CRIMINAL MISCHIEF)

Vandalism:

Vandalism is the intentional damaging or destruction of school property or the property of another. Vandalism can be considered to have occurred if there is a cost incurred in cleaning or repairing an item. For example, if the walls of the building are marked with spray paint or a marker and require special cleaning or repainting, then the property is considered damaged under the law.

Response Guidelines: Technically, all criminal mischief that occurs in a safe school zone is reportable to the police. In practice, some discretion must be used for extremely petty cases. For example, it would not be appropriate to contact the police in the case of a student writing an initial in ink on his or her desk.

In general, any damage in excess of $50 shall be reported to the police by requesting a police response and investigation, or by filing a written report within 48 hours. The method of reporting will be at the discretion of the principal. However, in any case where a suspect is identified, the police shall be called to handle the case after a preliminary inquiry by school administrators.

Arson:

A person has committed arson if he/she intentionally starts a fire or causes an explosion which damaged someone's property.

Response Guideline: Any employee discovering a fire shall immediately take steps to protect life and property and contact the Fire Department as appropriate. In cases where arson is a possibility, the Police Department shall be notified by a school administrator if the police are not already involved.

False Fire Alarms:

This would include such things as a student pulling an alarm station or otherwise causing a false report.

Response Guidelines: The Police and Fire Departments shall be contacted by the principal if they have not already arrived to conduct an investigation.

WEAPONS RELATED INCIDENTS

Firearms/Dangerous Weapons:

Under the law, a firearm is a weapon capable of discharging a projectile as a result of an explosion. A BB gun is not a firearm. A dangerous weapon would be considered any blackjack, stiletto, switch knife (spring loaded blade), dagger (blade sharpened on both sides), sling shot, metallic knuckles or dirk knife or any other object when used as such.

Response Guidelines: Any student possessing any of the above items shall be brought immediately to the principal and the weapon shall immediately be seized. The principal shall request a police response in every situation. Possession of any of the above weapons is a misdemeanor under New Hampshire law without the proper authorization or permit.

BB Guns/Air Guns/Representation of a Firearm/Non-functioning Firearm:

Under New Hampshire law, a BB gun cannot be possessed by a person under the age of 18 except in his/her own home or under parental supervision.

Response Guidelines: The student shall be brought to the attention of the principal and the item described above shall be seized. The school administrator shall call the police at his or her discretion.

Use or Possession of Fireworks:

Response Guidelines: Absent any injury or extenuating circumstance, administrative action should be conducted at the discretion of the school administration and no police response need be requested unless actually used. Any use shall be reported to the Police Department.

ASSAULT AND RELATED OFFENSES

Sexual Assault or Physical Abuse:

Under New Hampshire law, it is a serious offense for any school employee to fail to report any suspected case of physical or sexual abuse of a child.

Response Guidelines: Suspected incidents of sexual abuse or physical abuse, or any disclosure thereof, shall immediately be reported to the school administration. The administrator shall insure that the School Department Policy for handling these types of cases is followed.

Assault:

Assault is any unprivileged physical contact of another. Assault is a misdemeanor unless serious physical injury results. The New Hampshire courts have considered an assault a felony when an individual has received a scratched eyeball that caused blurred vision. Distinguishing when an assault becomes a felony is important for school personnel because any felony assault shall be reported to the Police Department by state law.

Response Guidelines: Any case of assault shall be brought to the attention of the school administration. If the assault results in a victim requiring any degree of medical attention (to include stitches and transport to the hospital), then the Police Department shall always be contacted by the school administration.

Misdemeanor assaults (no serious injury) committed by high school or junior high school students shall be reported to the administration. The administrator shall conduct an initial inquiry and contact the police immediately in cases where the assault involved one or more of the following:

- The assault was very aggressive or violent in nature (as in driving someone into lockers or slamming the victim to the floor)
- A strike to the head or groin or other sensitive area.
- Repeated punches or kicks.
- Offender with a past record of violence or aggressive behavior.

Misdemeanor assaults committed at the elementary level shall be reported based on the discretion of the school administrator. The administrator will take into account such factors as the age of the students, past problems, and the level of aggressiveness involved in the accident.

Fight By Mutual Consent:

A fight that is undertaken by the mutual consent of both parties involved is a violation of the assault statutes in New Hampshire.

Response Guidelines: School employees shall notify the administration of any fight that occurs between two or more students, two or more school employees, or a combination of school employees and students. The school administration shall request a police response in any case where a participant in the fight received serious injury or was transported to the hospital.

Threatening:

Threatening includes any behavior which purposely places or attempts to place another in fear of imminent bodily injury or physical contact.

Response Guidelines: Any case of threatening shall be brought to the attention of the school administration. When threatening behavior which is of such seriousness that another student's continued presence in school is jeopardized, then the Police Department shall be contacted by the school administration.

Date Adopted: January 14, 1997
School Board Review/Approved: February 13, 2014

JGD-R5

REPORT OF THEFT, DESTRUCTION, OR VIOLENCE IN A SAFE SCHOOL ZONE TO LOCAL LAW ENFORCEMENT AGENCY

CONFIDENTIAL **Form Ed317**

Incident Code: _____

INSTRUCTIONS: This report shall be completed by a public or private school employee jointly with his/her supervisor immediately after awareness of an incident of a criminal nature. Not all information will be available at that time, but missing data shall be filled in within 48 hours by the principal. This report shall be filed with the local law enforcement agency by the principal within 48 hours of the incident.

School Name: _____ Principal's Name: _____

Address: _____ _____ School Telephone: _____

INCIDENT DATE	TIME OF INCIDENT	LOCATION OF INCIDENT
_____ mo day year	_____ (specify AM or PM)	_____

ALLEGED OFFENSES

- ☐ Drug/Alcohol Offense
- ☐ Firearm or other Weapon
  Please circle type of Weapon: Handgun – Rifle/Shotgun - Other
- ☐ Homicide
- ☐ Sexual Offense
- ☐ Robbery, Burglary, Theft
- ☐ Arson
- ☐ CriminalMischief/Vandalism
- ☐ Assault/Threatening

DESCRIPTION OF INCIDENT (Include the names and addresses of any witnesses if appropriate)

_____

_____

Circle one: SUSPECT/VICTIM/WITNESS	Circle one: SUSPECT/VICTIM/WITNESS
Name _____	Name _____
Address _____ _____	Address _____ _____
Gender _____ Birthdate _____ mo day year	Gender _____ Birthdate _____ mo day year
Grade _____	Grade _____
Parents name and # _____	Parents name and # _____
Circle one: SUSPECT/VICTIM/WITNESS	**Circle one: SUSPECT/VICTIM/WITNESS**
Name _____	Name _____
Address _____ _____	Address _____ _____
Gender _____ Birthdate _____ mo day year	Gender _____ Birthdate _____ mo day year
Grade _____	Grade _____
Parents name and # _____	Parents name and # _____

EMPLOYEE REPORTING INCIDENT	DATE REPORT COMPLETED BY EMPLOYEE	DATE REPORT FILED BY PRINCIPAL
Name _____	_____ mo day year	_____ mo day year

☐ I am requesting that this case be investigated by the Rochester Police Department

☐ I am not requesting this case be investigated further by the Rochester Police Department

(School will handle)

SRO_____

RECEIVED DATE_____

FILED DATE_____

Adoption Date: January 14, 1997 School Board Review/Approval: February 13, 2014

[redacted] **Document Production**



[redacted]

From: [redacted]
Sent: Monday, December 30, 2024 12:10 PM
To: Annie Azarloza
Subject: RE: [redacted]

I am sure our City Attorney will more than interpret the state law correctly as well.

From: Annie Azarloza <azarloza.a@sau54.org>
Sent: Thursday, December 26, 2024 3:11 PM
To: [redacted]
Cc: [redacted]
Subject: Re: [redacted]

Caution: External email.

Hi [redacted]

I hope you had a nice holiday.

I just want to let you know that we sought legal counsel on the interpretation of the state law that you referenced in your email regarding manifestations of a child with a disability.

You should receive a letter from Drummond & Woodsum this week on the correct interpretation of the law. There was a decision that was rendered by the Supreme Court in December of 2022 clarifying it because it recognized that it was ambiguous. Please let me know if you have any questions once you receive the letter.

As I stated in my previous email, we look forward to a strong and positive partnership with you on behalf of the children and families that we serve.

Have a wonderful new year!

Annie

> On Dec 19, 2024, at 1:54 PM, Annie Azarloza <azarloza.a@sau54.org> wrote:
>
> Hi [redacted]
>
> [redacted]
> However, I have several concerns that do not have to do with the manifestation, which is why I'd like to meet with you. Let me know when you're available. Thanks.
>
> Annie

On Dec 19, 2024, at 1:00 PM [redacted] wrote:

[redacted]

So, if I am correct from reading the email... because the school chose to ignore the State Law [redacted] now the manifestation review cannot be done? Well, if that is correct, that is concerning.

[redacted]

From: Annie Azarloza <azarloza.a@sau54.org>
Sent: Thursday, December 19, 2024 12:02 PM
To: [redacted]
Subject: Re: [redacted]

Caution: External email.

Hi [redacted]

[redacted]. Also, it was January 10 at 3:30 that I'm available. Let me know if that works. Thank you!

Annie

On Thu, Dec 19, 2024 at 7:32 AM [redacted]

I can meet the 9th at 330. B[redacted] the 9th at 330 is now confirmed and if the two reviews will be completed.

Thank you [redacted]

From: Annie Azarloza <azarloza.a@sau54.org>
Sent: Wednesday, December 18, 2024 8:21 PM
[redacted]
Subject: Re: [redacted]

Caution: External email.

Hi [redacted]

We're unavailable on Jan 7. Are you free Jan 9 at 1pm or Jan 10 at noon or 3:30?

Annie

On Dec 18, 2024, at 1:23 PM, [redacted]

I think this will be helpful for any questions you may have regarding the State Law and the requirements of the Legally Liable School District to perform a Manifestation Review for all cases where juvenile petitions have been filed.

I know we will be discussing the issue at the meeting, but it is confusing as to why something that has been State Law for years, and the school district abiding by the State Law for years and now all of a sudden the police department is receiving pushback and a refusal of the school district to follow the mandates of the RSA's.

Hope this Supreme Court Decision helps everyone involved.

Also, let me know if 1/7/25 is a good date.

Thanks [redacted]

From: [redacted]
Sent: Wednesday, December 18, 2024 12:29 PM
To: Annie Azarloza <azarloza.a@sau54.org>
Subject: RE: Manifestation Review

I am sorry, but this Friday I am prepping for a major [redacted] on 12/24. Sadly, it will have to be after the first of the year. How about Tue Jan 7th any time, my day is wide open. [redacted]

From: Annie Azarloza <azarloza.a@sau54.org>
Sent: Wednesday, December 18, 2024 12:27 PM
[redacted]
Subject: Re: Manifestation Review

Caution: External email.

Hi [redacted]

Thanks for your prompt response. [redacted] and I are vacationing during the holidays this month. I invited [redacted] to meet with [redacted] and me this Friday at 7:45 AM if you're available. Otherwise, we can meet after the New Year.

Annie

On Wed, Dec 18, 2024 at 12:21 PM [redacted]

Sounds like a plan, I am available on Thursday 12/26 from 130pm on. Or 12/31 any time.

Let me know which day works. Thank[redacted]

From: Annie Azarloza <azarloza.a@sau54.org>
Sent: Wednesday, December 18, 2024 12:19 PM
[redacted]
Subject: [redacted]

Caution: External email.

Hi [redacted]

I hope this message finds you doing well.

[redacted] forwarded me your message regarding your request for a manifestation review. I appreciate your detailed email regarding the requirements for Manifestation Reviews and the legal framework outlined in RSA 169-B and RSA 186-C. I understand the importance of ensuring compliance with these laws and appreciate your dedication to upholding the standards that protect our students' rights.

I'd like to suggest that we approach this matter with a spirit of partnership. While I understand the importance of following the law, I believe we can achieve this most effectively through open communication and collaboration. It's essential that we engage with one another assuming best intentions and focusing on our shared goal: serving the children and families in our community.

To that end, I propose we schedule a meeting to clarify any points of confusion and work together to ensure alignment

with legal requirements. I believe this will help us resolve any concerns amicably and reinforce the strong working relationship needed to support our children.

Please let me know your availability, and I'll be happy to coordinate to make this happen. I look forward to resolving this matter collaboratively.

Annie

--

Annie Azarloza

Superintendent of Schools

Rochester School District

150 Wakefield Street, Second Floor

Rochester, New Hampshire 03867

azarloza.a@sau54.org

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1. *Petition of State of N.H., 175 N.H. 547*
   Client/Matter: -None-
   Search Terms: manifestation review
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Petition of State of N.H.

Supreme Court of New Hampshire

October 4, 2022, Argued; December 16, 2022, Opinion Issued

No. 2022-0124

Reporter
175 N.H. 547 *; 294 A.3d 243 **; 2022 N.H. LEXIS 145 ***; 2022 WL 17725477

Order affirmed.

PETITION OF THE STATE OF NEW HAMPSHIRE

Notice: THIS OPINION IS SUBJECT TO MOTIONS FOR REHEARING UNDER NEW HAMPSHIRE PROCEDURAL RULES AS WELL AS FORMAL REVISION BEFORE PUBLICATION IN THE NEW HAMPSHIRE REPORTS.

Prior History: [***1] 10th Circuit Court-Derry Family Division

Disposition: Affirmed.

Core Terms

manifestation, disability, school district, delinquency petition, incorporates, exemption, federal statute, school day, assurance, juvenile, prior to filing, ten days, misconduct, suspension, suspended, parties, juvenile delinquency, legally liable, federal law, trial court, ambiguous

Case Summary

Overview

HOLDINGS: [1]-Consistent with the broader purpose of *RSA ch. 169-B*, whenever a delinquency petition resulting from conduct in a school setting was to be filed pursuant to *RSA 169-B:6, IV(b)* and the legally liable school district had determined that the child was a child with a disability according to *RSA 186-C:2, I*, then a ***manifestation review*** had to be performed prior to the filing of the delinquency petition; thus, the trial court properly dismissed a juvenile delinquency petition because no ***manifestation review*** had occurred prior to the filing of the petition.

Outcome

LexisNexis® Headnotes

Education Law > ... > Disabled Students > Individualized Education Programs > IEP Plans

Family Law > Delinquency & Dependency > Delinquency Proceedings

HN1[] **Individualized Education Programs, IEP Plans**

The term "***manifestation review***," *RSA 169-B:6, IV(b)*, in the context of a juvenile delinquency petition resulting from conduct in a school setting by a student with a disability, refers to a process whereby a school, the student's parents, and other parties ***review*** the student's individualized education plan (IEP) and other relevant information to determine whether the alleged misconduct stemmed from the student's disability or the school's failure to implement the student's IEP. *20 U.S.C.S. § 1415(k)(1)(E)*.

Education Law > Students > Disabled Students > Discipline

Governments > Legislation > Interpretation

Family Law > Delinquency & Dependency > Delinquency Proceedings

HN2[] **Disabled Students, Discipline**

RSA 169-B:6, IV(b) is ambiguous, but the broader purpose of *RSA ch. 169-B* supports the interpretation

Terence O'Rourke

that RSA 169-B:6, IV(b) requires a ***manifestation review*** in all instances prior to the filing of a delinquency petition. Therefore, the phrase "a ***manifestation review*** pursuant to 20 U.S.C.S. section 1415(k)(1)(E)," RSA 169-B:6, IV(b), incorporates only the procedural requirements set forth in 20 U.S.C.S. § 1415(k)(1)(E) regarding what constitutes a ***manifestation review*** and not the exemption provision.

Criminal Law & Procedure > Juvenile Offenders > Criminal Offenses > Delinquency

Family Law > Delinquency & Dependency > Delinquency Proceedings

Education Law > Students > Disabled Students > Discipline

HN3 **Criminal Offenses, Delinquency**

RSA 169-B:6, IV requires the State to obtain assurance from the school district that, prior to the filing of a juvenile delinquency petition resulting from conduct in a school setting, if the child has a disability, a ***manifestation review*** pursuant to 20 U.S.C.S. § 1415(k)(1)(E) occurred.

Governments > Legislation > Interpretation

HN4 **Legislation, Interpretation**

The interpretation of a statute presents a question of law that is ***reviewed*** de novo. In matters of statutory interpretation, the intent of the legislature is expressed in the words of the statute considered as a whole. The court first looks to the language of the statute itself, and, if possible, construes that language according to its plain and ordinary meaning. The court interprets legislative intent from the statute as written and will not consider what the legislature might have said or add language the legislature did not see fit to include. The court interprets statutes in the context of the overall statutory scheme and not in isolation. Moreover, the court construes all parts of a statute together to effectuate its overall purpose and to avoid an absurd or unjust result. This ***review*** enables the court to interpret statutory language in light of the policy or purpose sought to be advanced by the statutory scheme. If a statute is ambiguous, however, the court considers legislative history to aid its analysis.

Education Law > ... > Disabled Students > Discipline > Alternative Educational Settings

Education Law > ... > Student Discipline > Methods of Discipline > Suspensions of Students

Education Law > ... > Disabled Students > Discipline > Expulsions & Suspensions

HN5 **Discipline, Alternative Educational Settings**

20 U.S.C.S. § 1415(k)(1)(B) authorizes a school to remove a child with a disability who violates a code of student conduct from their current placement to an appropriate interim alternative educational setting, another setting, or suspension, for not more than 10 school days. As a result, when 1415(k)(1)(E) is read in tandem with § 1415(k)(1)(B), the federal statute does not require a ***manifestation review*** for situations described in § 1415(k)(1)(B), including suspensions for ten days or fewer.

Education Law > Students > Disabled Students > Assessment & Identification

Family Law > Delinquency & Dependency > Delinquency Proceedings

Education Law > ... > Disabled Students > Individualized Education Programs > IEP Plans

Education Law > Students > Disabled Students > Discipline

HN6 **Disabled Students, Assessment & Identification**

RSA 169-B:6, IV requires the legally liable school district to assure the court that prior to the filing of a delinquency petition, a ***manifestation review*** pursuant to 20 U.S.C.S. § 1415(k)(1)(E) occurred. As set forth in 20 U.S.C.S. § 1415(k)(1)(E), a ***manifestation review*** determines whether a student's misconduct stemmed from the student's disability. The ***review*** process engages the school, parents, and members of the student's individualized education plan (IEP) team to ***review*** the student's IEP and other relevant information and determine whether the student's disability or the school's failure to implement the student's IEP caused

the student's misconduct. § 1415(k)(1)(E). If either one of these determinations is made, then the student's conduct is considered to be a ***manifestation*** of his or her disability. If the conduct is a ***manifestation*** of the student's disability, then, depending on the student and the conduct at issue, the school may conduct a behavioral assessment, utilize a behavioral intervention plan, and return the student to his or her original educational setting. § 1415(k)(1)(F). RSA 169-B:6, IV(c) provides that schools should follow the process articulated in 20 U.S.C.S. § 1415(k)(1)(F) if the conduct was a ***manifestation*** of the child's disability.

Education Law > Students > Disabled Students > Discipline

Family Law > Delinquency & Dependency > Delinquency Proceedings

HN7 **Disabled Students, Discipline**

When considered in light of the purpose of RSA ch. 169-B as articulated in RSA 169-B:1, RSA 169-B:6, IV(b) requires the legally liable school district to conduct a ***manifestation review*** prior to the filing of the delinquency petition, regardless of the length of time that the school suspended the student. Accordingly, the incorporation of 20 U.S.C.S. § 1415(k)(1)(E) into RSA 169-B:6, IV(b) is limited to the definition of what constitutes a ***manifestation review*** and does not include the provision exempting situations described in 20 U.S.C.S. § 1415(k)(1)(B).

Education Law > Students > Disabled Students > Discipline

Family Law > Delinquency & Dependency > Delinquency Proceedings

HN8 **Disabled Students, Discipline**

RSA 169-B:1 articulates the purpose of RSA ch. 169-B, which governs delinquent children. It provides that RSA ch. 169-B shall be liberally interpreted to effectuate the articulated purposes and policies. RSA 169-B:1. These purposes and policies include, inter alia: (1) encouraging the minor's moral, mental, emotional, and physical development by providing the minor with necessary protection, care, treatment, counselling, supervision, and rehabilitative resources; (2) consistent with the protection of public interest, promoting the minor's acceptance of personal responsibility and appreciation of the consequences of the minor's delinquent actions; (3) keeping the minor, when possible, in contact with the home community and in a family environment and only separating the minor and parents when clearly necessary for the minor's welfare or the interests of public safety; and (4) providing effective judicial procedures and ensuring parties have a fair hearing. RSA 169-B:1, I-IV.

Family Law > Delinquency & Dependency > Delinquency Proceedings

HN9 **Delinquency & Dependency, Delinquency Proceedings**

RSA ch. 169-B is part of a comprehensive juvenile justice system that has as its primary concern the welfare of the child. It guarantees children their constitutional rights, and encourages the use of rehabilitative and treatment resources whenever possible. The legislative purpose of the juvenile laws is not penal, but protective; that the child shall not be punished for breach of law or regulation, but to provide the child with an opportunity to become a worthy citizen. The primary goal of the law is to treat and not to punish.

Education Law > Students > Disabled Students > Discipline

Governments > Legislation > Interpretation

Family Law > Delinquency & Dependency > Delinquency Proceedings

HN10 **Disabled Students, Discipline**

Consistent with the legislative mandate, the New Hampshire Supreme Court construes the statute liberally and interprets RSA 169-B:6, IV(b) to require a ***manifestation review*** in all instances, which effectuates the statute's purpose in several ways. The ***manifestation review*** prioritizes resolving a disabled student's misconduct within the educational setting by engaging parents, teachers, and the school and utilizing alternative behavioral strategies, thus providing treatment, counselling, supervision, and rehabilitative resources to encourage the student's wholesome development. RSA 169-B:1, I; 20 U.S.C.S. § 1415(k)(1)(E)-(F). If the ***manifestation review*** determines that the student's conduct was a

manifestation of the student's disability, the student, absent special circumstances, is returned to his or her original educational setting, thus keeping a minor in contact with the home community and in a family environment. ***RSA 169-B:1, III***; *20 U.S.C.S. § 1415(k)(1)(F)(iii)*.

Education Law > Students > Disabled Students > Discipline

Family Law > Delinquency & Dependency > Delinquency Proceedings

HN11 **Disabled Students, Discipline**

Requiring a ***manifestation review*** in all instances under *RSA 169-B:6, IV(b)* achieves a principal goal of the juvenile delinquency statute: to create procedural safeguards sufficient to protect individual rights against the vicissitudes of unlimited discretion. Because the school unilaterally decides the duration of the student's suspension, to interpret the statute otherwise would essentially allow a school unlimited discretion to determine the amount of process that a student with a disability receives in those cases in which a delinquency petition is filed. If the school removes the student from the student's educational setting for ten days or fewer, then the student would not receive a ***manifestation review***, but if the school removes the student for more than ten days, then the student would receive one. *20 U.S.C.S. § 1415(k)(1)(B), (E)*. The legislature did not intend to grant school districts that degree of discretion.

Criminal Law & Procedure > Juvenile Offenders > Criminal Offenses > Delinquency

Family Law > Delinquency & Dependency > Delinquency Proceedings

Education Law > Students > Disabled Students > Discipline

HN12 **Criminal Offenses, Delinquency**

Whenever a delinquency petition is to be filed pursuant to ***RSA 169-B:6, IV(b)*** and the legally liable school district has determined that the child is a child with a disability according to *RSA 186-C:2, I*, then a ***manifestation review*** must be performed prior to the filing of the delinquency petition.

Headnotes/Summary

Headnotes

NEW HAMPSHIRE OFFICIAL REPORTS HEADNOTES

NH1 1.

Minors > Crimes and Delinquency > Proceedings

The term "***manifestation review***," in the context of a juvenile delinquency petition resulting from conduct in a school setting by a student with a disability, refers to a process whereby a school, the student's parents, and other parties ***review*** the student's individualized education plan (IEP) and other relevant information to determine whether the alleged misconduct stemmed from the student's disability or the school's failure to implement the student's IEP. ***RSA 169-B:6, IV(b)***; *20 U.S.C. § 1415(k)(1)(E)*.

NH2 2.

Minors > Crimes and Delinquency > Proceedings

Paragraph IV(b) of the statute governing juvenile delinquency petitions is ambiguous, but the broader purpose of the chapter governing delinquent children supports the interpretation that paragraph IV(b) requires a ***manifestation review*** in all instances prior to the filing of a delinquency petition. Therefore, the phrase "a ***manifestation review*** pursuant to ***20 U.S.C.S. section 1415(k)(1)(E)***" incorporates only the procedural requirements set forth in the federal statute regarding what constitutes a ***manifestation review*** and not the exemption provision. ***RSA 169-B:6, IV(b)***; *20 U.S.C. § 1415(k)(1)(E)*.

NH3 3.

Minors > Crimes and Delinquency > Proceedings

When considered in light of the purpose of the chapter governing delinquent children, paragraph IV(b) of the statute governing petitions requires the legally liable school district to conduct a ***manifestation review*** prior to the filing of the delinquency petition, regardless of the length of time that the school suspended the student. Accordingly, the incorporation [*548] of the federal statute governing procedural safeguards into the state

statute is limited to the definition of what constitutes a ***manifestation review*** and does not include the provision exempting situations described in the federal statute. *RSA 169-B:1, :6, IV(b); 20 U.S.C. § 1415(k)(1)(E).*

NH4. 4.

Minors > Crimes and Delinquency > Generally

The chapter governing delinquent children is part of a comprehensive juvenile justice system that has as its primary concern the welfare of the child. It guarantees children their constitutional rights, and encourages the use of rehabilitative and treatment resources whenever possible. The legislative purpose of the juvenile laws is not penal, but protective; that the child shall not be punished for breach of law or regulation, but to provide the child with an opportunity to become a worthy citizen. The primary goal of the law is to treat and not to punish. *RSA ch. 169-B.*

NH5. 5.

Minors > Crimes and Delinquency > Proceedings

Consistent with the legislative mandate, the court construes the statute liberally and interprets paragraph IV(b) of the statute governing delinquency petitions to require a ***manifestation review*** in all instances, which effectuates the statute's purpose in several ways. The ***manifestation review*** prioritizes resolving a disabled student's misconduct within the educational setting by engaging parents, teachers, and the school and utilizing alternative behavioral strategies, thus providing treatment, counselling, supervision, and rehabilitative resources to encourage the student's wholesome development. If the ***manifestation review*** determines that the student's conduct was a ***manifestation*** of the student's disability, the student, absent special circumstances, is returned to his or her original educational setting, thus keeping a minor in contact with the home community and in a family environment. *RSA 169-B:1, I*, III; :6, IV(b); *20 U.S.C. § 1415(k)(1)(F)(iii).*

NH6. 6.

Minors > Crimes and Delinquency > Proceedings

Requiring a ***manifestation review*** in all instances under paragraph IV(b) of the statute governing delinquency petitions achieves a principal goal of the juvenile delinquency statute: to create procedural safeguards sufficient to protect individual rights against the vicissitudes of unlimited discretion. Because the school unilaterally decides the duration of the student's suspension, to interpret the statute otherwise would essentially allow a school unlimited discretion to determine the amount of process that a student with a disability receives in those cases in which a delinquency petition is filed. If the school removes the student from the student's educational setting for ten days or fewer, then the student would not receive a ***manifestation review***, but if the school removes the student for more than ten days, then the student would receive one. The legislature did not intend to grant school districts that degree of discretion. *RSA 169-B:6, IV(b); 20 U.S.C. § 1415(k)(1)(B), (E).*

NH7. 7.

Minors > Crimes and Delinquency > Proceedings

Whenever a delinquency petition is to be filed pursuant to paragraph IV(b) of the statute governing such petitions and the legally liable school district has determined that the child is a child with a disability, then a ***manifestation review*** must be performed prior to the filing of the delinquency petition. Thus, the trial court properly dismissed a juvenile delinquency petition because no ***manifestation review*** had occurred prior to the filing of the petition. *RSA 169-B:6, IV(b)*; 186-C:2, I.

Counsel: *John M. Formella*, attorney general, and *Anthony J. Galdieri*, solicitor general (*Sam M. Gonyea*, attorney, on the brief and orally), for the State.

Thomas Barnard, senior assistant appellate defender, of Concord, on the brief and orally, for the respondent.

Judges: DONOVAN, J. HICKS and BASSETT, JJ., concurred; MACDONALD, C.J., and HANTZ MARCONI, J., dissented.

Opinion by: DONOVAN

Opinion

[*549] [**245] ***NH1.*** [1] DONOVAN, J. The State filed a petition for original jurisdiction challenging an order of the Circuit Court (*Zaino*, J.) granting the

respondent's motion to dismiss a juvenile delinquency petition. The trial court ruled that the State failed to comply with RSA 169-B:6, IV(b) (2022) because no "**manifestation review**" had occurred prior to the filing of the delinquency petition. HN1[↑] As we explain in greater detail in this opinion, the term "**manifestation review**," RSA 169-B:6, IV(b), in the context of a juvenile delinquency petition resulting from conduct in a school setting by a student with a disability, refers to a process whereby a school, the student's parents, and other parties **review** the student's individualized education plan (IEP) and other relevant information to determine whether the alleged misconduct stemmed from the [***2] student's disability or the school's failure to implement the student's IEP. *See* 20 U.S.C. § 1415(k)(1)(E).

NH[2][↑] [2] In support of its petition, the State argues that RSA 169-B:6, IV(b) incorporates 20 U.S.C. § 1415(k)(1)(E) in its entirety, including the provision exempting a **manifestation review** in circumstances described in 20 U.S.C. § 1415(k)(1)(B). HN2[↑] We conclude that the trial court correctly determined that RSA 169-B:6, IV(b) is ambiguous, but the broader purpose of RSA chapter 169-B supports the interpretation that RSA 169-B:6, IV(b) requires a **manifestation review** in all instances prior to the filing of a delinquency petition. We therefore hold that the phrase "a **manifestation review** pursuant to 20 U.S.C. section 1415(k)(1)(E)," RSA 169-B:6, IV(b), incorporates only the procedural requirements set forth in 20 U.S.C. § 1415(k)(1)(E) regarding what constitutes a **manifestation review** and not the exemption provision. Accordingly, we affirm.

I. Facts

The following facts are agreed upon by the parties or are otherwise supported by the record. In October 2021, the respondent, at the time a student at a New Hampshire school, allegedly struck a fellow student on the back of the head during the school day. Consequently, the school suspended the respondent for no more than ten days.

[**246] Approximately two weeks later, the State filed a delinquency petition charging the respondent with simple assault. HN3[↑] RSA 169-B:6, IV requires the State [***3] to obtain assurance from the school district that, prior to the filing of the petition, if the child has a disability, "a **manifestation review** pursuant to 20 U.S.C. section 1415(k)(1)(E) occurred." The school confirmed that it had suspended the respondent after the incident and identified the respondent "as a child with a disability according to RSA 186-C:2, I," but stated that "[a] **manifestation review** [had] not been warranted."

[*550] In January 2022, the court held an adjudicatory hearing on the delinquency petition. At that hearing, the respondent moved to dismiss the petition based upon the school's failure to hold a **manifestation review**, as required under RSA 169-B:6. The State countered that a **manifestation review** was unnecessary because RSA 169-B:6, IV(b) only requires a **manifestation review** when 20 U.S.C. § 1415(k)(1)(E) requires one, and the federal statute exempts such **reviews** when a student is suspended for ten days or fewer as described in 20 U.S.C. § 1415(k)(1)(B).

Thereafter, the trial court granted the motion without prejudice. It ruled that "RSA 169-B:6, IV(b) require[s] a **manifestation review** as procedurally described in 20 U.S.C. 1415(k)(1)(E) regardless of the duration of the suspension or other exclusions potentially available under 20 U.S.C. 1415(k)(1)(B)." In reaching this conclusion, the court first determined that the term "pursuant to" as it appears [***4] in RSA 169-B:6, IV(b) is ambiguous. Next, the court considered the purpose of the statute as stated in RSA 169-B:1 and our decision in *In re Russell C.*, 120 N.H. 260, 266-67, 414 A.2d 934 (1980), and ruled that the statute's purpose supported the respondent's interpretation that RSA 169-B:6, IV(b) requires a **manifestation review** in all circumstances. Subsequently, the State moved for reconsideration, which the court denied. This petition seeking **review** followed.

II. Analysis

This case raises a question of statutory interpretation. At issue is the extent to which RSA 169-B:6, IV(b) incorporates 20 U.S.C. § 1415(k)(1)(E). The State contends that RSA 169-B:6, IV(b) incorporates subparagraph (E) of the federal statute in its entirety, including the exemption provision in the first clause of the statute. In contrast, the respondent contends that the reference to subparagraph (E) in RSA 169-B:6, IV(b) is limited to the definition of what constitutes a **manifestation review** and excludes the exemption provision.

HN4[↑] The interpretation of a statute presents a question of law that we **review** *de novo*. *See* State v. Pinault, 168 N.H. 28, 31, 120 A.3d 913 (2015). In matters of statutory interpretation, the intent of the

legislature is expressed in the words of the statute considered as a whole. *See id.* We first look to the language of the statute itself, and, if possible, construe that language according to its plain and ordinary meaning. *Id.* We interpret legislative intent **[***5]** from the statute as written and will not consider what the legislature might have said or add language the legislature did not see fit to include. *Id.* We interpret statutes in the context of the overall statutory scheme and not in isolation. *Id.* Moreover, we construe all parts of a statute together to effectuate its overall purpose and to avoid an absurd or unjust result. *Petition of Carrier, 165 N.H. 719, 721, 82 A.3d 917 (2013)*. This ***review*** enables us to interpret statutory **[*551]** language in light of the policy or purpose sought to be advanced by the statutory scheme. *Id.* If a statute is ambiguous, however, we consider legislative history to aid our analysis. *Id.*

[247]** We begin our analysis by setting forth the relevant statutory framework. *RSA 169-B:6, IV* describes the information that a school district must provide to a court prior to the juvenile's initial appearance in cases of delinquency petitions. It provides:

> When a school official, including a school resource officer assigned to a school district pursuant to a contract agreement with the local police department, or a local police department as a result of a report made by a school official or school resource officer, files a petition involving a minor with a disability pursuant to *RSA 186-C*, upon submission of a juvenile **[***6]** petition, but prior to the child's initial appearance, *the legally liable school district shall provide assurance that prior to its filing*:
>
> ...
>
> (b) If the school district has determined that the child is a child with a disability, a ***manifestation review*** pursuant to *20 U.S.C. section 1415(k)(1)(E)* occurred.

RSA 169-B:6, IV(b) (emphases added).

20 U.S.C. § 1415(k)(1)(E), titled "***Manifestation*** determination," provides the federal requirements for when and how to conduct a ***manifestation review***. This federal statute provides, in relevant part:

> *Except as provided in subparagraph (B)*, within 10 school days of any decision to change the placement of a child with a disability because of a violation of a code of student conduct, the local educational agency, the parent, and relevant members of the IEP Team (as determined by the parent and the local educational agency) shall ***review*** all relevant information in the student's file, including the child's IEP, any teacher observations, and any relevant information provided by the parents to determine —
>
> (I) if the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or
>
> (II) if the conduct in question was the direct result of the local educational agency's failure to implement **[***7]** the IEP.

20 U.S.C. § 1415(k)(1)(E)(i) (emphasis added). *HN5* In turn, *20 U.S.C. § 1415(k)(1)(B)* authorizes a school to "remove a child with a disability who **[*552]** violates a code of student conduct from their current placement to an appropriate interim alternative educational setting, another setting, or suspension, for not more than 10 school days." As a result, when *subparagraph (E)* is read in tandem with *subparagraph (B)*, the federal statute does not require a ***manifestation review*** for situations described in *subparagraph (B)*, including suspensions for ten days or fewer.

HN6 *RSA 169-B:6, IV* requires the "legally liable school district" to assure the court that prior to the filing of a delinquency petition, "a ***manifestation review*** pursuant to *20 U.S.C. section 1415(k)(1)(E)* occurred." As set forth in *20 U.S.C. § 1415(k)(1)(E)*, a ***manifestation review*** determines whether a student's misconduct stemmed from the student's disability. The ***review*** process engages the school, parents, and members of the student's IEP team to ***review*** the student's IEP and other relevant information and determine whether the student's disability or the school's failure to implement the student's IEP caused the student's misconduct. *20 U.S.C. § 1415(k)(1)(E)*. If either one of these determinations is made, then the student's conduct is considered to be a ***manifestation*** of his or her disability. *Id.* If the conduct is a ***manifestation*** **[***8]** of the student's disability, then, depending on the student and the conduct at issue, the school may conduct a behavioral assessment, utilize a behavioral intervention plan, and return the student to his or her original educational setting. *20 U.S.C. § 1415(k)(1)(F)*; **[**248]** *see RSA 169-B:6, IV(c)* (providing that schools should follow the process articulated in *20 U.S.C. § 1415(k)(1)(F)* if the conduct

was a ***manifestation*** of the child's disability).

Turning to the merits, both parties assert that the language of *RSA 169-B:6, IV* is unambiguous and that a plain and ordinary reading of the statute supports their respective interpretations. The parties disagree, however, as to the extent that the state statute incorporates the federal law. Thus, the only issue before us is whether *RSA 169-B:6, IV* incorporates *20 U.S.C. § 1415(k)(1)(E)* in its entirety, including the exemption set forth in *subparagraph (B)*, or whether the statute incorporates just the ***manifestation review*** procedures set forth in *subparagraph (E)*.

The State observes that, as we ruled in *Contoocook Valley School District v. State of New Hampshire, 174 N.H. 154, 164, 261 A.3d 270 (2021)*, "[t]he legislature's intent to incorporate by reference must be clear." It then posits that "if the legislature intends to incorporate a provision by reference to a limited extent only, it must [also] make the extent to which it intends to limit the incorporation clear." Because the legislature unambiguously **[***9]** chose to incorporate the federal statute, without limitation, the State maintains that the legislature intended to incorporate *20 U.S.C. § 1415(k)(1)(E)* in its entirety, including its reference to the exemption in *subparagraph (B)*, into *RSA 169-B:6, IV(b)*.

[*553] The respondent counters that the plain language of *RSA 169-B:6, IV* requires assurances that a ***manifestation review*** occurred whenever a school official or school resource officer files or initiates the filing of a juvenile delinquency petition alleging misconduct by a minor student with a disability. With respect to the statute's reference to the federal law, the respondent maintains that this reference is limited to *20 U.S.C. § 1415(k)(1)(E)*'s description of a ***manifestation review*** and the consequences of a ***manifestation*** determination. The respondent observes that the question before us is not whether the federal law requires assurances that a ***manifestation review*** occurred, but whether *RSA 169-B:6, IV* required such assurances.

Furthermore, the respondent argues that had the legislature intended to require school districts to merely assure a court that schools had complied with any federal obligation to conduct a ***manifestation review***, then *RSA 169-B:6, IV(b)* would have been phrased differently — to require that the school districts comply with the *process* set forth **[***10]** in the federal law. In support of this argument, the respondent observes that the language set forth in the very next provision of *RSA 169-B:6, IV* includes language requiring assurance that, "[i]f the child's conduct was determined to be a ***manifestation*** of the child's disability, the school district followed the process set forth in *20 U.S.C. section 1415(k)(1)(F)*." ***RSA 169-B:6, IV(c)***.

We conclude that both parties' respective constructions of *RSA 169-B:6, IV* are reasonable and consistent with the statutory language. Similarly, reasonable minds may disagree with our colleagues' conclusion that the statute unambiguously incorporates the federal exemption to the ***manifestation review*** requirement. Accordingly, we rule that the statute is ambiguous as to the extent that it incorporates the federal statute. *See State v. Folds, 172 N.H. 513, 524, 216 A.3d 58 (2019)*.

NH[3][↑] [3] ***HN7***[↑] We agree with the trial court that, when considered in light of the purpose of *RSA chapter 169-B* as articulated in *RSA 169-B:1*, *RSA 169-B:6, IV(b)* requires the legally liable school district to conduct a ***manifestation review*** prior to the filing of the delinquency petition, regardless **[**249]** of the length of time that the school suspended the student. Accordingly, we conclude that the incorporation of *20 U.S.C. § 1415(k)(1)(E)* into *RSA 169-B:6, IV(b)* is limited to the definition of what constitutes a ***manifestation review*** and does not include the provision **[***11]** exempting situations described in *20 U.S.C. § 1415(k)(1)(B)*.

HN8[↑] *RSA 169-B:1* articulates the purpose of *RSA chapter 169-B*, which governs delinquent children. It provides that *RSA chapter 169-B* "shall be liberally interpreted" to effectuate the articulated purposes and policies. *RSA 169-B:1*. These purposes and policies include, *inter alia*: (1) encouraging **[*554]** the minor's "moral, mental, emotional, and physical development" by providing the minor with necessary "protection, care, treatment, counselling, supervision, and rehabilitative resources"; (2) "[c]onsistent with the protection of public interest," promoting the minor's acceptance of personal responsibility and appreciation of the consequences of the minor's delinquent actions; (3) keeping the minor, when possible, "in contact with the home community and in a family environment" and only separating the minor and parents when "clearly necessary for the minor's welfare or the interests of public safety"; and (4) providing "effective judicial procedures" and ensuring parties have a fair hearing. *RSA 169-B:1, I-IV*.

NH[4][↑] [4] ***HN9***[↑] *RSA chapter 169-B* is part of a comprehensive juvenile justice system that has as its

primary concern the welfare of the child. In re Trevor G., 166 N.H. 52, 54, 88 A.3d 181 (2014). It guarantees children their constitutional rights, and encourages the use of rehabilitative and treatment resources [***12] whenever possible. Id.; see also In re Russell C., 120 N.H. at 266. We have stated that the legislative purpose of the juvenile laws is not penal, but protective; that the child shall not be punished for breach of law or regulation, but to provide the child with an opportunity to become a worthy citizen. State v. Smagula, 117 N.H. 663, 666, 377 A.2d 608 (1977). The primary goal of the law is to treat and not to punish. In re Russell C., 120 N.H. at 266.

NH[5] [5] HN10 Consistent with the legislative mandate, we construe the statute liberally and interpret RSA 169-B:6, IV(b) to require a **manifestation review** in all instances, which effectuates the statute's purpose in several ways. See RSA 169-B:1; see also, e.g., Petition of State of N.H. (Disclosure of Juvenile Records), 172 N.H. 493, 499 (2019) (construing RSA chapter 169-B "liberally to effect its purpose of rehabilitating delinquent minors"); State v. Smith, 124 N.H. 509, 514, 474 A.2d 987 (1984) (considering the purposes and policies in RSA 169-B:1 as well as the mandate to liberally interpret RSA chapter 169-B). The **manifestation review** prioritizes resolving a disabled student's misconduct within the educational setting by engaging parents, teachers, and the school and utilizing alternative behavioral strategies, thus providing "treatment, counselling, supervision, and rehabilitative resources" to encourage the student's "wholesome" development. See RSA 169-B:1, I; see also 20 U.S.C. § 1415(k)(1)(E)-(F). If the **manifestation review** determines that the student's conduct was a **manifestation** of the student's disability, [***13] the student, absent special circumstances, is returned to his or her original educational setting, thus "keeping a minor in contact with the home community and in a family environment." See RSA 169-B:1, III; see also 20 U.S.C. § 1415(k)(1)(F)(iii).

[*555] NH[6] [6] HN11 Moreover, requiring a **manifestation review** in all instances under RSA 169-B:6, IV(b) achieves another principal goal of the juvenile delinquency statute: "to create procedural safeguards sufficient to protect [**250] individual rights against the vicissitudes of unlimited discretion." In re Trevor G., 166 N.H. at 54; see also RSA 169-B:1, IV; In re Russell C., 120 N.H. at 266-67 (interpreting the juvenile delinquency statute to impose a mandatory time limit that favors the juvenile based on the legislature's concern for procedural due process). Because the school unilaterally decides the duration of the student's suspension, to interpret the statute otherwise would essentially allow a school unlimited discretion to determine the amount of process that a student with a disability receives in those cases in which a delinquency petition is filed. If the school removes the student from the student's educational setting for ten days or fewer, then the student would not receive a **manifestation review**, but if the school removes the student for more than ten days, then the student would receive one. [***14] See 20 U.S.C. § 1415(k)(1)(B), (E). We conclude that the legislature did not intend to grant school districts that degree of discretion.

Our interpretation is further supported by the fact that, as both parties agree, the legislature enacted RSA 169-B:6, IV at a time when school districts frequently referred disabled students to the juvenile justice system for discipline rather than internally addressing the student's misconduct. Denying a student with a disability a **manifestation review** if he or she is removed from his or her education setting for ten days or fewer would encourage school districts to limit the duration of suspensions rather than address the problem that the legislature sought to remedy in enacting RSA 169-B:6, IV.

III. Conclusion

NH[7] [7] HN12 For the foregoing reasons, we affirm and hold that whenever a delinquency petition is to be filed pursuant to RSA 169-B:6, IV(b) and the legally liable school district has determined that the child is a child with a disability according to RSA 186-C:2, I, then a **manifestation review** must be performed prior to the filing of the delinquency petition. Of course, if the legislature disagrees with our construction of RSA 169-B:6, IV, it is free, within constitutional limits, to amend the statute accordingly.

Affirmed.

HICKS and BASSETT, JJ., concurred; [***15] MACDONALD, C.J., and HANTZ MARCONI, J., dissented.

Dissent by: MacDonald; Hantz Marconi

Dissent

MACDONALD, C.J., and HANTZ MARCONI, J., dissenting.

Because we disagree with the majority that RSA 169-B:6, IV(b) (2022) is ambiguous, we respectfully dissent.

[*556] RSA 169-B:6, IV sets forth the information that a school district is required to provide to the trial court before a juvenile's initial appearance in a case involving a delinquency petition. Under the statute, "the legally liable school district shall provide assurance that prior to its filing" of the delinquency petition, "[i]f the school district has determined that the child is a child with a disability, a ***manifestation review*** pursuant to 20 U.S.C. section 1415(k)(1)(E) occurred." RSA 169-B:6, IV(b) (emphasis added). The ordinary meaning of "pursuant to" is "[f]ollowing upon, consequent and in conformance to; in accordance with." OXFORD ENGLISH DICTIONARY, https://www.oed.com/view/Entry/155073?redirectedFrom=pursuant#eid (last visited Nov. 18, 2022).

In accordance with section 1415(k)(1)(E) of the federal law, "[e]xcept as provided in subparagraph (B)," a ***manifestation review*** is required to take place "within 10 school days of any decision to change the placement of a child with a disability because of a violation of a code of student conduct." [**251] 20 U.S.C. § 1415(k)(1)(E). Subparagraph (B) creates an exception [***16] to the ***manifestation review*** requirement when a school has removed "a child with a disability who violates a code of student conduct from their current placement to an appropriate interim alternative educational setting, another setting, or suspension, for not more than 10 school days." 20 U.S.C. § 1415(k)(1)(B). Accordingly, under RSA 169-B:6, IV(b), "a ***manifestation review*** pursuant to 20 U.S.C. section 1415(k)(1)(E)" need not occur if a child with a disability is suspended for "not more than 10 school days." ***RSA 169-B:6, IV(b)***; 20 U.S.C. § 1415(k)(1)(B), (E).

The majority's determination that "the phrase 'a ***manifestation review*** pursuant to 20 U.S.C. section 1415(k)(1)(E)'" in ***RSA 169-B:6, IV(b)*** "incorporates only the procedural requirements set forth in 20 U.S.C. § 1415(k)(1)(E) regarding what constitutes a ***manifestation review*** and not the exemption provision" misapplies our rules of statutory construction. Under such rules, we "give effect to every word of a statute whenever possible ... and will not consider what the legislature might have said or add language that the legislature did not see fit to include." In re J.P., 173 N.H. 453, 460, 242 A.3d 823 (2020) (citations omitted). In ***RSA 169-B:6, IV(b)***, the legislature plainly directed without limitation that a ***manifestation review*** occur in accordance with federal law. Nonetheless, the majority reads out of the federal statute the phrase "[e]xcept as provided in subparagraph (B)." Although the legislature [***17] could have said that only the procedural requirements set forth in the federal statute apply, it did not do so. As the majority suggests, there may be worthy policy rationales for so limiting the application of section 1415(k)(1)(E). But, we are constrained to apply the words the legislature actually used.

[*557] Given that the language of ***RSA 169-B:6, IV(b)*** unambiguously expresses the legislature's directive to incorporate the federal exemption to the ***manifestation review*** requirement and that the respondent in this case was suspended for not more than ten school days, we would reverse the trial court's order granting the respondent's motion to dismiss. Accordingly, we respectfully dissent.

End of Document

[redacted] **Document Production**



New Hampshire
Department of Education

Spending Handbook

Title I, Part A
Title II, Part A
Title III, Part A
Title IV, Part A, Subpart 1
Title V

2022 - 2023

Table of Contents

Introduction to Spending Handbook 6
General Spending Considerations 6
Spending Title I, Part A Funds to Support Student Achievement 7
Purpose of Title I 8
How Title I Funds May Be Used 9
Using Title I Funds at the LEA Level: Required and Discretionary Reservation 10
A Deeper Look at LEA-Level Title I Initiatives 11
Using Title I Funds in Schools that Operate Schoolwide Programs 12
Spending Options in a Schoolwide Program 12
The Schoolwide Plan and Its Relationship to the Use of Title I Funds 13
Schoolwide Plan Elements 13
Other Schoolwide Plan Requirements 14
Using Title I Funds in Schools that Operate Targeted Assistance Programs 14
Identifying Title I Students 14
Spending Options in a Targeted Assistance Program 15
Other Spending Rules 16
Maintenance of Effort 16
Supplement, not Supplant 16
Comparability 16
Equitable Services 16
Spending Title II, Part A Funds to Support Effective Instruction 17
Purpose of the Title II Program 17
How Title II Funds May Be Used 17
Overview and General Requirements 17
Changes to the Title II Formula That Might Affect the Amount of Funds an LEA Receives 18
Requirement for Stakeholder Consultation When Deciding How to Use Local Title II Funds 18
Allowable Uses of Local Title II Funds 19
Evaluation and Support Systems 19
Recruiting, Hiring, and Retaining Effective Teachers Implementing Supports for Principals and Other School Leaders 20
Example: Teacher Residency Program 20
Example: Supporting Educator Diversity 21
Recruiting from Other Fields 21
Class Size Reduction 22

Personalized Professional Development 22
Examples: Personalized Professional Development 22
Increasing Teacher Effectiveness for Students with Disabilities and English Learners 23
Supporting Early Education 23
Supporting Effective Use of Assessments 24
Supporting Awareness and Treatment of Trauma and Mental Illness, and School Conditions for Student Learning 24
Supporting Gifted and Talented Students 24
School Library Programs 24
Preventing and Recognizing Child Sexual Abuse 25
Supporting Science, Technology, Engineering, and Mathematics (STEM) 25
Feedback Mechanisms to Improve School Working Conditions 25
Supporting Postsecondary and Workforce Readiness 25
Other Activities 25
Other Spending Rules 25
LEA-Level Administrative Costs 25
Maintenance of Effort 25
Supplement, not Supplant 26
Equitable Services 26
Spending Title III, Part A, Funds to Support English Learners and Immigrant Children and Youth 26
Purpose of Title III Subgrants to LEAs 26
Definition of English Learner and IY Students under ESSA 27
Clarification on the Definition of Immigrant Children and Youth (IY) 27
Title III and the Supplement, not Supplant, Requirement 28
Example of Presumed Supplanting Violation 29
Impermissible Title III Spending on Civil Rights Obligations 30
Permissible Title III Supplemental Spending 30
Required and Authorized Uses of Title III Funds 31
Required Uses of Title III EL Funds at the LEA-Level 31
Authorized Uses of Title III Funds at the LEA-Level 32
Title III IY Funds 33
Other Spending Considerations and Rules 33
LEA-Level Administrative Costs 33
Maintenance of Effort 33
Equitable Services 34
Spending Title IV, Part A, Funds for Student Support and Academic Enrichment 34

Purpose of the SSAE Program 34
How SSAE Funds May Be Used 34
Use of Funds Overview 34
Local Needs Assessment 35
Prioritizing High-Need Schools 36
Objectives and Outcomes 36
Stakeholder Engagement 36
Funding Requirements and Limitations 36
Required activities 36
Cap on Technology Infrastructure 37
Cap on Administrative Costs 37
Local SSAE Spending Options 37
Activities to Support a Well-Rounded Education 37
College and Career Guidance 37
Music and Arts to Support Student Success 38
Science, Technology, Engineering, and Mathematics (STEM) 38
Accelerated Learning 38
Other Instructional Opportunities 38
Volunteerism and Community Involvement 39
Integrating Multiple Disciplines 39
Other Activities 39
Activities to Support Safe and Healthy Students 39
Evidence-Based Drug and Violence Prevention 39
School-Based Mental Health Services 40
Health and Safety Activities or Programs 41
Addressing Trauma and Violence 41
Addressing Sexual Abuse 42
Reducing Exclusionary Discipline Practices 42
Positive Behavioral Interventions and Supports 42
Resource Coordinator 42
Pay for Success 42
Activities to Support the Effective Use of Technology 43
Professional Learning 43
Technological Capacity and Infrastructure 43
Delivering Courses through Technology 43

Blended Learning 43
Professional Development on Use of Technology in STEM Areas 44
Access to Digital Learning Experiences 44
Other Spending Rules 44
Maintenance of Effort 44
Supplement not Supplant 44
Equitable Services 45
Spending Title V—Part B, Rural Education Achievement Program (REAP) 45
Subpart 1, Small Rural School Achievement (SRSA) 45
Subpart 2, Rural and Low-Income Schools (RLIS) 45
Purpose of REAP 45
Subpart 1, Small Rural School Achievement (SRSA) 45
Subpart 2, Rural and Low-Income Schools (RLIS) 46
Allowable Uses of Funds 46

Introduction to Spending Handbook

This New Hampshire Department of Education (NHED) document provides general guidance on how local educational agencies (LEAs) may spend funds under the *Every Student Succeeds Act of 2015* (ESSA). ESSA is the most recent version of the Elementary and Secondary Education Act (ESEA) which was signed into law on December 10, 2015 and replaces the *No Child Left Behind Act of 2001* (NCLB). More information about ESSA, and the transition from NCLB, is available on the United States Department of Education (USED) website.

This spending guidance addresses the following four formula programs:

- Title I, Part A (Improving Basic Programs);
- Title II, Part A (Supporting Effective Instruction);
- Title III, Part A (Language Instruction for English Learners and Immigrant Students); and
- Title IV, Part A, Subpart 1 (Student Support and Academic Enrichment Grants).
- Title V, Rural and Low-Income Schools (RLIS), Subpart 2

It is important to note that this handbook only provides an overview of each of these programs' spending rules and is not all-inclusive regarding all compliance requirements that apply to these programs. There are several hyperlinks embedded in this document providing direct electronic access to other resources.

General Spending Considerations

There are three general issues that affect LEA spending under all of the programs discussed in this handbook. First, all costs charged must be **necessary and reasonable** considering the amount of money being spent and the needs of the program. [1]This requirement comes from a set of federal regulations known as the Uniform Grant Guidance (UGG).[2] The UGG affects grant spending in a number of ways. It:

- Lists costs that may never be paid for with federal funds.[3] For example, federal funds can never pay for alcohol[4] and typically cannot pay for lobbying.[5]
- Lists general criteria all costs supported with federal funds must satisfy.[6] For example, federal funds can only pay for costs that are allocable to the relevant grant.[7]
- Sets additional requirements for certain costs supported with federal funds.[8] For example, LEAs that use federal funds for employee salaries and benefits must keep records documenting how much time the employees spent on grant activities.[9]

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[1] 2 CFR 200.403(a).
[2] The Uniform Grant Guidance (UGG) is contained in Part 200 of Title 2 of the Code of Federal Regulations.
[3] See 2 CFR Part 200, Subpart E.
[4] 2 CFR § 200.423.
[5] 2 CFR § 200.450.
[6] See 2 CFR § 200.403.
[7] 2 CFR § 200.403(a).
[8] See 2 CFR §§ 200.420-200.475.
[9] 2 CFR § 200.430.

- Sets rules for how LEAs procure goods and services with federal funds,[10] how they track items paid for with federal funds,[11] and the kinds of records they must keep about their grant spending.[12]

Second, activities supported by the programs discussed in this handbook must be **consistent with the LEA's application** for funds approved by the SEA.[13]

Third, as discussed throughout this document, some ESSA programs require LEAs to use funds for activities that are supported by evidence, are demonstrated to be effective, or that are consistent with a formal needs assessment. Even where this is not required, grant spending has the **most impact** when LEAs spend federal funds on **effective activities** designed to meet program goals. To do this, LEAs are encouraged to:

- Carefully consider the needs of students, educators, and other relevant stakeholders;
- Determine which activities are most likely to effectively address those needs; and
- Prioritize those activities when deciding what costs to support with ESSA funds (unless those activities are being paid for by other funding sources.

Spending Title I, Part A Funds to Support Student Achievement

This section provides information about how local educational agencies (LEAs) and schools can spend Title I, Part A, funds, including:

- an overview of the Title I, Part A, program;
- use of Title I, Part A, funds by LEAs;
- use of Title I, Part A, funds by schools operating "schoolwide programs;"
- use of Title I, Part A, funds by schools operating "targeted assistance programs;" and
- key fiscal tests LEAs must meet as a condition of receiving Title I, Part A funds.

Title I, Part A, is the U.S. Department of Education's (USED) largest K-12 grant program.[14] The grant provides supplemental funding to help low-income schools improve the academic achievement of educationally disadvantaged students. USED awards Title I funds to state educational agencies (SEAs), which then subgrant funds

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[10] 2 CFR §§ 200.317-200.326.
[11] 2 CFR §§ 200.313-200.314.
[12] See, for example, 2 CFR § 200.318(h)(i) for procurement records or 2 CFR § 200.302(b)(3) for financial records.
[13] 34 CFR § 76.700.

[14] Title I is a title of the Elementary and Secondary Education Act (ESEA). ESEA was most recently amended by the Every Student Succeeds Act (ESSA). For simplicity, the rest of this document will use the abbreviation "ESSA" when citing to the most recent version of the Elementary and Secondary Education Act. This document will use the abbreviation "NCLB" when citing to the prior version of ESEA, the No Child Left Behind Act. Title I, Part A is the focus of this section of the spending handbook. Please note the following sections of Title I that are technically not included in Part A, but are also relevant to spending:

- Section 1001 describes the purpose of Title I;
- Section 1002 sets authorized appropriation levels (that is, the maximum Congress can appropriate for each of the Title I programs);
- Section 1003 is the School Improvement Program;
- Section 1003A is the Direct Student Services Program (a new program option under ESSA); and
- Section 1004 authorizes SEAs to reserve some funds to administer Title I programs.

to LEAs. LEAs retain some money to carry out certain activities, and then must allocate the rest to eligible schools.

For convenience, this section will refer to the program as "Title I." For more information about Title I please contact your New Hampshire Department of Education Title I consultants: Ashlee Fye - Ashlee.fye@doe.nh.gov or (603) 217-7382, Christina Dotson - christina.dotson@doe.nh.gov or (603) 271-3840. More information can also be found on the Office of ESEA Programs NHED website – Title I, Part A

Purpose of Title I

The purpose of Title I is to provide all children "significant opportunity to receive a fair, equitable, and high-quality education, and to close educational achievement gaps."[15] Under ESSA, states must develop accountability systems to identify and support schools with academically struggling students, and LEAs and schools must use their Title I funds to improve student outcomes, including academic achievement.

The state accountability system is central to Title I. It includes:

- State-adopted challenging academic standards in mathematics, reading/language arts, and science;[16]
- High-quality academic assessments that measure how well students are mastering state standards in mathematics, reading/language arts, and science;[17]
- A system that differentiates school performance based on multiple indicators;[18]
- A system to identify and support low-performing schools; and
- Reporting student achievement and other data to USED and the public.[19]

LEAs that receive Title I funds must carry out a variety of activities as a condition of participating in the program including, but not limited to:

- Developing and implementing plans to support and improve student outcomes in low-performing schools identified by the state through its accountability system;[20]
- Reporting student achievement and other data to the SEA and the public;[21]
- Notifying parents about issues such as teacher qualifications, assessments, and identification of students as English learners;[22]
- Collaborating with child welfare agencies to ensure the educational stability of children in foster care;[23]
- Providing services to homeless children;[24]
- Providing services to children in local institutions for neglected children, and if appropriate, to children in local institutions for delinquent children, and neglected or delinquent children in community day

[15] ESSA, Section 1001.
[16] ESSA, Section 1111(b)(1).
[17] ESSA, Section 1111(b)(2).
[18] ESSA, Section 1111(c)(4)(B).
[19] ESSA, Section 1111(h).
[20] ESSA, Section 1111(d)(1)&(2).
[21] ESSA, Section 1111(h).
[22] ESSA, Section 1112(e).
[23] ESSA, Section 1112(c)(5)(B).
[24] ESSA, Section 1113(c)(3)(A)(i). Please see footnote 49 for more information.

programs;[25]

- Allocating Title I funds to eligible schools through a poverty-based procedure known as "ranking and serving;"[26]
- Developing policies and providing services to engage parents and families;[27]
- Providing services to eligible private school students;[28] and
- Overseeing Title I activities in Title I schools.[29]

Schools that receive Title I funds must design and implement programs to support eligible students using one of two models:

- A **schoolwide model**, available to any school with at least forty percent poverty (or to schools below forty percent poverty with a waiver, which, under ESSA, can be issued by the SEA).[30]
    - Schools operating a schoolwide model can use Title I funds to upgrade their entire educational program;[31]
    - All students are considered eligible for Title I services;[32] and
    - Schoolwide schools must develop a schoolwide plan describing the services they will provide based on a comprehensive assessment of the school's needs.[33] This needs assessment must take into account the academic achievement of all students, particularly the needs of those of students struggling to meet state academic standards, and any other factors as determined by the LEA.[34]
- A **targeted assistance model**, available to any Title I school that does not operate a schoolwide program.[35]
    - Schools operating a targeted assistance model must use Title I funds to help students who are educationally disadvantaged meet state standards; and[36]
    - Students are eligible for Title I if they: (1) are failing, or at risk of failing, to meet state standards, (2) participated in certain federally funded preschool programs, (3) received services under the Migrant Education Program, (4) are in a local institution for neglected or delinquent children or are attending a community day program, or (5) are homeless.[37]

How Title I Funds May Be Used

[25] ESSA, Section 1113(c)(3)(A)(ii)&(iii).
[26] ESSA, Section 1113.
[27] ESSA, Section 1116.
[28] ESSA, Section 1117.
[29] 2 CFR § 200.328(a).
[30] ESSA, Section 1114(a)(1).
[31] ESSA, Section 1114(a)(1)(A).
[32] ESSA, Section 1114(a)(2).
[33] ESSA, Section 1114(b).
[34] ESSA, Section 1114(b)(6).
[35] ESSA, Section 1115.
[36] ESSA, Section 1115(b)(2)(A).
[37] ESSA, Section 1115(c).

Title I, Part A funds can support a wide range of activities to help Title I students meet state academic standards. This includes:

- Providing eligible students with a well-rounded education;[38]
- Instructional supports;
- Non-instructional supports like behavior and mentoring supports, and social and emotional learning; and
- Improving school quality.

Using Title I Funds at the LEA Level: Required and Discretionary Reservation

Before allocating Title I funds to schools, LEAs ***must*** reserve some Title I funds for the following required activities:

- Services for **students experiencing homelessness**, which can include funding for the homeless liaison and transportation required under the McKinney Vento Homeless Education Act.[39] *LEAs must reserve "such funds as are necessary," based on an assessment of homeless children's needs and consultation with the district homeless liaison; ESSA does not specify an amount.*[40]
- Services for children in local institutions for neglected children, and if appropriate, services for children in local institutions for delinquent children, and **neglected or delinquent children** in community day programs. *LEAs must reserve "such funds as are necessary;" ESSA does not specify an amount.*[41]
- **Parent and family engagement**. *LEAs that receive $500,000 or more of Title I funds must reserve at least one percent of their total award,*[42] *ninety percent of which must be distributed to schools.*[43]
- **Equitable services** for eligible private school students. *LEAs must reserve a proportional amount based on the number of eligible private school students in the LEA.*[44]

LEAs ***may*** also reserve funds for the following discretionary activities:

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[38] Please see ESSA, Section 8101(52) defining a "well-rounded education" as:
[Courses, activities, and programming in subjects such as English, reading or language arts, writing, science, technology, engineering, mathematics, foreign languages, civics and government, economics, arts, history, geography, computer science, music, career and technical education, health, physical education, and any other subject, as determined by the SEA or LEA, with the purpose of providing all students access to an enriched curriculum and educational experience.]

[39] Please note ESSA amended the set-aside for homeless children. Under NCLB, the set-aside was limited to homeless children "who do not attend participating schools," meaning homeless children who do not attend Title I schools. This limitation was removed from ESSA.

[40] ESSA, Section 1113(c)(3)(C).

[41] ESSA, Section 1113(c)(3).

[42] ESSA, Section 1116(a)(3)(A). ESSA clarifies LEAs can reserve more than one percent at their discretion.

[43] Please note ninety percent is a change from NCLB which required LEAs to distribute ninety-five percent of the reserved funds to schools.

[44] ESSA, Section 1117(a)(4). Please note ESSA now requires the equitable services be calculated based on an LEA's total Title I, Part A allocation. Under NCLB, certain parts of an LEA's Title I, Part A allocation were excluded from the calculation, such as funds reserved for school improvement. For more information about the equitable services calculation please see U.S. Department of Education, *Fiscal Changes and Equitable Services Requirements Under the Elementary and Secondary Education Act of 1965 (ESEA), as Amended by the Every Student Succeeds Act (ESSA)* (2016).

- Transportation for students in comprehensive support and improvement (CSI) schools if the LEA offers these students the option to transfer to another school. *LEAs may reserve up to five percent.*[45]
- Financial incentives and rewards to teachers in CSI or targeted support and improvement (TSI) schools for the purpose of attracting and retaining qualified and effective teachers. *LEAs may reserve up to five percent.*[46]
- Early childhood education programs for eligible children. *LEAs have discretion over how much, if any, to reserve; ESSA does not specify an amount.*[47]
- The additional costs needed to transport children in foster care to their school of origin consistent with Section 1112(c)(5). *LEAs have discretion over how much, if any, to reserve; ESSA does not specify an amount.*[48]
- Administering the Title I program. *LEAs may reserve a reasonable and necessary amount.*[49]
- LEA-level initiatives in Title I schools. *See below.*[50]

A Deeper Look at LEA-Level Title I Initiatives

LEAs have the option to reserve Title I funds to implement LEA-level Title I initiatives. These initiatives are managed at the central level (rather than the school level) and are designed to improve the achievement of students eligible for Title I services. LEA-level initiatives benefit all, or a group, of Title I schools. Guidance from USED permits LEAs to use Title I funds for the following types of LEA-level initiatives for all, or a subset of, an LEA's Title I schools:[51]

- Summer school courses, or after-school tutoring, to prepare low-achieving students to participate successfully in advanced coursework;
- Supplemental instructional materials to improve the academic achievement of low-achieving students, including students with disabilities and English language learners;
- Hiring an outside expert to work with the staff in low-achieving Title I schools to build their capacity to analyze student data and identify promising interventions;
- Piloting a data dashboard to help teachers in Title I schools identify, track, and analyze data to help them better target interventions to low-achieving students;
- Paying for extended time for teachers in Title I schools to review data for at-risk students and identify interventions to better meet the needs of those students; and
- Extending learning time in Title I schools (before- and after-school programs, Saturday school and summer school, extending half-day kindergarten to a full day, extending the school year, extended learning opportunities during the school day, adding time during the day for teachers to plan collaboratively).

The examples above illustrate possible uses of Title I funds for a LEA-level Title I initiative and are not

[45] ESSA, Section 1111(d)(1)(D)(v).
[46] ESSA, Section 1113(c)(4).
[47] ESSA, Section 1113(c)(5).
[48] 34 CFR § 200.77.
[49] 34 CFR § 200.77.
[50] 34 CFR § 200.77.
[51] *ED 2009 Title I Reform Guidance*, Q&A

meant to limit the use of funds. Other uses of funds that are consistent with Title I rules are also permissible.

IMPORTANT NOTE: While there is no specific cap on the amount of money an LEA can reserve for LEA-level initiatives, **the bulk of Title I funds generally should be allocated to schools** because Title I is designed to be a school-based program.

Using Title I Funds in Schools that Operate Schoolwide Programs

Schools with at least forty percent poverty, as well as any school with a waiver of this poverty rate (which the state can issue),[52] may operate a schoolwide program as long as the school conducts a comprehensive needs assessment and develops a schoolwide plan for meeting its needs.[53]

The premise of the schoolwide model is that high poverty schools should have the flexibility to implement comprehensive school improvement strategies, and not be limited only to narrow add-on services for certain students.

In a schoolwide program all students and staff may participate in Title I-funded activities, and the school may use Title I to support any reasonable activity designed to improve the school's educational program so long as it is consistent with the school's needs and plan.

Spending Options in a Schoolwide Program

Depending on its needs, a schoolwide program school could use Title I to support:

- High-quality preschool or full-day kindergarten and services to facilitate the transition from early learning to elementary education programs;
- Recruitment and retention of effective teachers, particularly in high-need subjects;
- Instructional coaches to provide high-quality, school-based professional development;
- Increased learning time;
- Evidence-based strategies to accelerate the acquisition of content knowledge for English learners;
- Activities designed to increase access and prepare students for success in high-quality advanced coursework to earn postsecondary credit while in high school (e.g., Advanced Placement, International Baccalaureate, early college high schools, and dual or concurrent enrollment programs);
- Career and technical education programs to prepare students for postsecondary education and the workforce;
- Counseling, school-based mental health programs, mentoring services, and other strategies to improve students' nonacademic skills;
- School climate interventions (e.g., anti-bullying strategies, positive behavior interventions and supports);
- Equipment, materials, and training needed to compile and analyze student achievement data to monitor progress, alert the school to struggling students, and drive decision making;

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[52] Under ESSA, SEAs have the discretion to waive the forty percent poverty threshold if the SEA believes it will best serve student needs. ESSA, Section 1114(a)(1)(B).
[53] ESSA, Section 1114(b).

- Response-to-intervention strategies intended to allow for early identification of students with learning or behavioral needs and to provide a tiered response based on those needs;
- Activities that have been shown to be effective at increasing family and community engagement in the school, including family literacy programs;
- Devices and software for students to access digital learning materials and collaborate with peers, and related training for educators; and
- Two-generation approaches that consider the needs of both vulnerable children and parents, together, in the design and delivery of services and programs to support improved economic, educational, health, safety, and other outcomes that address the issues of intergenerational poverty.[54]

For more information about using Title I funds in a schoolwide setting under ESSA, please see USED's guidance *Supporting School Reform by Leveraging Federal Funds in a Schoolwide Program*.

The Schoolwide Plan and Its Relationship to the Use of Title I Funds

The schoolwide plan is a strategic tool that identifies the school's needs and explains which improvement strategies it will use to address those needs. In general, the school may then spend Title I funds to support the strategies identified in its plan.

Schoolwide Plan Elements

A schoolwide plan must be based on a **comprehensive needs assessment** of the entire school that takes into account information on the academic achievement of children, particularly the needs of those children who are failing, or are at-risk of failing, to meet state standards, and any other factors as determined by the LEA.[55]

Using the information from the comprehensive needs assessment, the schoolwide plan must describe the strategies the school will implement to address its needs, including a description of how the strategies will:

- Provide opportunities for all children, including each subgroup of students, to meet state standards;
- Use methods and instructional strategies that strengthen the academic program in the school, increase the amount and quality of learning time, and help provide an enriched and accelerated curriculum, which may include programs, activities, and courses necessary to provide a well-rounded education; and
- Address the needs of all children in the school, but particularly the needs of those at risk of not meeting state standards, through activities which may include:
    - Counseling, school-based mental health programs, specialized instructional support services, mentoring services, and other strategies to improve students' skills outside the academic subject areas;
    - Preparation for and awareness of opportunities for postsecondary education and the workforce, which may include career and technical education programs and broadening secondary school students' access to coursework to earn postsecondary credit while still in high school (such as Advanced Placement, International Baccalaureate, dual or concurrent enrollment, or early college high schools);

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[54] U.S. Department of Education, *Supporting School Reform by Leveraging Federal Funds in a Schoolwide Program*, pp. 4-5 (2016). This guidance will be referred to as "*ED 2016 Schoolwide Guidance*" for the rest of this document.
[55] ESSA, Section 1114(b)(6).

- Implementation of a schoolwide tiered model to prevent and address problem behavior, and early intervening services, coordinated with similar activities and services carried out under the Individuals with Disabilities Education Act;
- Professional development and other activities for teachers, paraprofessionals, and other school personnel to improve instruction and use of data from academic assessments, and to recruit and retain effective teachers, particularly in high-need subjects; and
- Strategies for assisting preschool children in the transition from early childhood education programs to local elementary school programs.[56]

Other Schoolwide Plan Requirements

The schoolwide plan must be developed:

- During a 1-year period, for schools not already operating schoolwide programs, unless the LEA determines, in consultation with the school, that less time is needed to develop and implement the schoolwide program;[57]
- With the involvement of key stakeholders;[58] and
- In coordination and integration with other federal, state, and local services, resources, and programs, if appropriate, such as programs supported under ESSA, violence prevention programs, nutrition programs, housing programs, Head Start programs, adult education programs, career and technical education programs, and schools implementing comprehensive support and improvement activities or targeted support and improvement activities.[59]

ESSA clarifies that schoolwide plans:

- Remain in effect for the duration of the school's participation in Title I, except that schools must regularly monitor and revise their plan and implementation as necessary based on student needs to ensure that all students are provided opportunities to meet state standards;[60] and
- Must be available to the LEA, parents, and the public, and the information contained in the plan should be understandable to the extent practical.[61]

Using Title I Funds in Schools that Operate Targeted Assistance Programs

Any Title I school that does not operate a schoolwide program must operate a targeted assistance program. In a targeted assistance school, the school uses Title I funds to provide additional supports to specifically identified students struggling to meet state standards.

Identifying Title I Students

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[56] ESSA, Section 1114(b)(7)(A).
[57] ESSA, Section 1114(b)(1).
[58] ESSA, Section 1114(b)(2). ESSA specifies parents and other members of the community and individuals who will carry out such plan, including teachers, principals, other school leaders, paraprofessionals, administrators, the LEA, tribes and tribal organizations (to the extent feasible), and, if appropriate, specialized instructional support personnel, technical assistance providers, school staff, if the plan relates to a secondary school, students, and other individuals determined by the school.
[59] ESSA, Section 1114(b)(5).
[60] ESSA, Section 1114(b)(3).
[61] ESSA, Section 1114(b)(4).

Targeted assistance schools must determine which students they will serve by identifying the students with the greatest need for assistance from among the following eligible groups:

- Students identified as failing, or most at risk of failing, to meet state standards;
- Students who participated in Head Start, or certain ESSA-funded preschool programs or literacy programs for young children, within the past two years (including Title I supported preschool);
- Migrant students;
- Neglected and delinquent students; and
- Homeless children.[62]

Spending Options in a Targeted Assistance Program

Targeted assistance schools must use Title I funds to help identified students meet state standards, which can include programs, activities, and academic courses necessary to provide a well-rounded education.[63] Targeted assistance schools may use Title I funds to serve their eligible students by:

- Expanding learning time for eligible students, including before- and afterschool programs, and summer programs and opportunities;
- Providing early intervening services to eligible students, including services coordinated with similar activities and services carried out under IDEA;
- Providing eligible students with extra supports aligned to the school's regular education program, which may include services to assist preschool children in the transition from early childhood education programs to elementary school programs;
- Providing professional development to teachers, principals, other school leaders, paraprofessionals, and, if appropriate, specialized instructional support personnel, and other school personnel who work with eligible students; and
- Implementing strategies to increase the involvement of parents of eligible students.[64]

Targeted assistance schools can also use Title I funds to provide eligible students with health, nutrition, and other social services[65] that are not otherwise available to them if:

- The school has engaged in a comprehensive needs assessment and established a collaborative partnership with local service providers, if appropriate; and
- Funds are not reasonably available from other public or private sources.[66]

A secondary school operating a targeted assistance program may use Title I funds to provide dual or concurrent enrollment program services to eligible children.[67]

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[62] ESSA, Section 1115(c).
[63] ESSA, Section 1115(b)(2)(A).
[64] ESSA, Section 1115(b)(2).
[65] Examples of such services include basic medical equipment such as eyeglasses and hearing aids, compensation of a coordinator, family support and engagement services, integrated student supports, and professional development necessary to assist teachers, specialized instructional support personnel, other staff, and parents in identifying and meeting the comprehensive needs of eligible children. ESSA, Section 1115(e)(2)(B).
[66] ESSA, Section 1115(e)(2).
[67] ESSA, Section 1115(f).

Targeted assistance schools must:

- Help provide an accelerated, high-quality curriculum;
- Minimize the removal of children from the regular classroom during regular school hours for instruction provided by Title I; and
- Review the progress of eligible students on an ongoing basis and revise the targeted assistance program, if necessary, to provide students additional assistance to meet state standards.[68]

Other Spending Rules

Maintenance of Effort

LEAs that receive Title I funds must comply with a maintenance of effort requirement.[69] In short, maintenance of effort requires LEAs to spend at least 90 percent of the combined fiscal effort (state and local funds) per student or aggregate expenditures for the second preceding fiscal year. If an LEA fails to maintain effort by falling below 90 percent of both the combined fiscal effort per student and aggregate expenditures (using the measure most favorable to the LEA), the NHED must reduce the LEA's allocation under the covered programs in the exact proportion by which the LEA failed to maintain effort.

Supplement, not Supplant

Title I has a supplement, not supplant requirement. Title I funds must add to (supplement) and not replace (supplant) state and local funds. Prior to ESSA, supplement, not supplant was typically tested by analyzing an individual Title I cost's compliance with "three presumptions of supplanting."[70] This test still applies to the other Title programs. However, for under ESSA, Title I, Part A, compliance with supplement, not supplant will no longer be tested through individual Title I costs,[71]so these three presumptions no longer apply. Instead, LEAs must demonstrate that the methodology they use to allocate state and local funds to schools provides each Title I school with all of the state and local money it would receive if it did not participate in the Title I program.[72] *Every Title I cost must still be allowable and must still support eligible students.*

Comparability

As a condition of receiving Title I, LEAs must ensure that state and local funds are used to provide services that taken as a whole, are comparable between Title I and non-Title I schools.[73] Annually, LEAs are required to verify comparability by completing a web-based Title I, Part A, Comparability Report.

Equitable Services

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[68] ESSA, Section 1115(b)(2)(G).
[69] ESSA, Sections 1118(a) and 8521.
[70] Under NCLB and previous versions of ESEA, a Title I supplanting violation was presumed if Title I, Part A paid for:
1) An activity required by federal, state, or local law,
2) An activity that was paid for with state or local funds in the prior year, or
3) The same services for Title I students that state and local funds support for non-Title I students.
[71] ESSA, Section 1118(b)(3)(A).
[72] ESSA, Section 1118(b)(2).
[73] ESSA, Section 1118(c).

Title I funds are subject to an equitable services requirement.[74] LEAs must reserve funds to provide Title I services to eligible private school students, teachers and other educational personnel, and families. ESSA makes important changes and clarifications to the way LEAs must reserve Title I funds for equitable services. ESSA requires an LEA to determine the amount of funds available for providing equitable services under Title I *prior* to any expenditures or transfers of funds.[75] This includes all reservations previously taken "off the top" of an LEA's Title I allocation, including reservations for administration, parental involvement, and district-wide initiatives.[76]

Spending Title II, Part A Funds to Support Effective Instruction

This section provides information about how LEAs can spend Title II, Part A, funds. Title II, Part A, is a USED grant program that provides supplemental funding to help support effective instruction. USED awards Title II, Part A funds to SEAs, which then subgrant funds to LEAs.

For convenience, this section will refer to the program as "Title II." For more information about Title II please contact Kathryn "Joey" Nichol, Title II Consultant at (603) 271-6087 or Kathryn.nichol@doe.nh.gov. Additional resources can be found on the New Hampshire Department of Education's website: Title II resources.

Purpose of the Title II Program

In general, Title II funds can be used to provide supplemental activities that strengthen the quality and effectiveness of teachers, principals,, and other school leaders.[77] The purpose of Title II is to:

- Increase student achievement consistent with state standards;
- Improve the quality and effectiveness of teachers, principals, and other school leaders;
- Increase the number of teachers, principals, and other school leaders who are effective in improving student academic achievement in schools; and
- Provide low-income and minority students greater access to effective teachers, principals, and other school leaders.[78]

How Title II Funds May Be Used

Overview and General Requirements

LEAs can use Title II funds for a wide range of activities to support the quality and effectiveness of teachers, principals and other school staff. Activities supported with Title II funds must:

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[74] ESSA, Section 1117.
[75] ESSA, Section 1117(a)(4).
[76] See U.S. Department of Education, *Non-Regulatory Guidance: Fiscal Changes and Equitable Services Requirements under the Elementary and Secondary Education Act of 1965 (ESEA), as amended by the Every Student Succeeds Act (ESSA)* (November 2016), Q&A O-1. This guidance will be referred to as "*ED 2016 Fiscal Changes Guidance*" for the rest of this document.
[77] For federal non-regulatory guidance on the Title II program, please see U.S. Department of Education, *Non-Regulatory Guidance for Title II, Part A: Building Systems of Support for Excellent Teaching and Learning* (September 2016). This guidance will be referred to as ED 2016 Title II, Part A Guidance for the rest of this document.
[78] ESSA, Section 2001.

- Be consistent with Title II's purpose (see above); and
- Address the learning needs of all students, including children with disabilities, English learners, and gifted and talented students.[79]

LEAs must prioritize Title II funds to schools that:

- Are implementing comprehensive support and improvement (CSI) activities or targeted support and improvement (TSI) activities; **and**
- Have the highest percentage of children counted under section 1124(c)[80] (these are primarily low-income children).[81]

ESSA implementation affords LEAs an opportunity to examine current uses of Title II funds and consider modifications to ensure effective and efficient uses of these resources.

Changes to the Title II Formula That Might Affect the Amount of Funds an LEA Receives

ESSA made two changes to the Title II formula that might affect how much money an LEA receives:

- First, ESSA changed the formula USED uses to distribute Title II money to states.[82] This change will be phased in over time between 2017 and 2023.

- Second, ESSA changed the formula SEAs use to distribute Title II money to LEAs. Under prior law, LEAs were (with some caveats) guaranteed to receive a minimum amount of money regardless of how their student population changed over time.[83] This was known as a hold harmless. ESSA eliminated the hold harmless, and LEAs will now generate money based only on their number of 5–17-year-olds (twenty percent of the allocation), and their number of low-income 5–17-year-olds (eighty percent of the allocation) as indicated by the most recently available Census figures posted by the United States Census Bureau.[84]

Requirement for Stakeholder Consultation When Deciding How to Use Local Title II Funds

Title II requires LEAs to consult meaningfully with a wide array of stakeholders on the LEA's plan for carrying out Title II activities.[85] LEAs must also conduct ongoing consultation with those stakeholders to update and improve

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[79] ESSA, Section 2103(b)(1)-(2).
[80] ESSA, Section 2102(b)(2)(C).
[81] ESSA, Section 1124(c) is located in Title I of ESSA, and describes the children that should be counted.
[82] ESSA, Section 2102(b)(3). Stakeholders include teachers, principals, other school leaders, paraprofessionals (including organizations representing such individuals), specialized instructional support personnel, charter school leaders (in a LEA that has charter schools), parents, community partners, and other organizations or partners with relevant and demonstrated expertise in programs and activities designed to meet Title II purposes. ESSA, Section 2102(b)(3)(A).
[83] NCLB, Section 2121(a)(2).
[84] ESSA, Section 2102(a).
[85] ESSA, Section 2102(b)(3). Stakeholders include teachers, principals, other school leaders, paraprofessionals (including organizations representing such individuals), specialized instructional support personnel, charter school leaders (in a LEA that has charter schools), parents, community partners, and other organizations or partners with relevant and demonstrated expertise in programs and activities designed to meet Title II purposes. ESSA, Section 2102(b)(3)(A).

activities supported with Title II funds.[86] In carrying out consultation, USED suggests LEAs consider the following activities:

- Conduct outreach to, and solicit input from, relevant stakeholders during the design and development of plans for Title II funds ensuring there is a diverse representation of educators from across LEA, especially those who work in high-need schools and in early education.
- Be flexible when consulting with stakeholders, especially educators, by holding meetings or conferences outside the hours of the school day or by using a variety of communications tools, such as electronic surveys.
- Seek out diverse perspectives within stakeholder groups, when possible, and ensure that consultation is representative of the LEA as much as possible.
- Make stakeholders aware of past and current uses of Title II funds, and research or analysis of the effectiveness of those uses, if available, as well as research or analysis of proposed new uses of funds, in order to consider the best uses for schools and districts to support teacher and school leader development.
- Consider the concerns identified during consultation, and revise uses of Title II funds when appropriate.[87]

Allowable Uses of Local Title II Funds

LEAs are encouraged to prioritize activities that will have the highest impact on teaching and learning. When determining which of the allowable Title II strategies and activities will have the highest impact, USED guidance suggests LEAs undertake a five-step framework:

1. Choose interventions aligned with identified local needs;[88]
2. Consider the evidence base and the local capacity when selecting a strategy;
3. Develop a robust implementation plan;
4. Provide adequate resources so the implementation is well-supported; and
5. Gather information regularly to examine the strategy and to reflect on and inform next steps.[89]

LEAs must use data and ongoing stakeholder consultation to continually update and improve Title II-supported activities.[90]

SAUs are encouraged to align activities with state priorities outlined in the New Hampshire Department of Education's Consolidated State Plan.

Evaluation and Support Systems

LEAs may use Title II funds to develop or improve evaluation and support systems for teachers, principals, or

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[86] ESSA, Section 2102(b)(2)(D).

[87] ED 2016 Title II, Part A Guidance, p. 28.
[88] LEAs were required to conduct a formal needs assessment under NCLB. ESSA eliminated that requirement.
[89] *ED 2016 Title II, Part A Guidance,* p. 30. Pages 30-34 of ED's guidance contain more information about these five steps.
[90] ESSA, Section 2102(b)(2)(D).

other school leaders that are (1) based in part on student achievement, (2) include multiple measures of performance, and (3) provide clear, timely, and useful feedback.[91]

Recruiting, Hiring, and Retaining Effective Teachers
Implementing Supports for Principals and Other School Leaders

LEAs may use Title II funds to develop and implement initiatives to recruit, hire, and retain effective teachers to improve the equitable distribution of teachers, particularly in low-income schools with high percentages of ineffective teachers and high percentages of students who do not meet state standards.[92] LEAs may also use Title II funds to implement supports for principals and other school leaders. This can include:

- Expert help in screening candidates and enabling early hiring;[93]
- Differential and incentive pay for teachers, principals, or other school leaders in high-need academic subject areas and specialty areas, which may include performance-based pay systems;[94]
- Teacher, paraprofessional, principal, or other school leader advancement and professional growth,[95] which, according to USED guidance can include creating hybrid roles that allow teachers to provide instructional coaching to colleagues while remaining in the classroom, as well as other responsibilities such as collaborating with administrators to develop and implement distributive leadership models and leading decision-making groups;[96]
- New teacher, principal, or other school leader induction and mentoring programs[97] (USED Non-Regulatory Guidance for Title II, Part A) includes resources and considerations for induction and mentoring programs);
- Development and provision of training for school leaders, coaches, mentors, and evaluators on how accurately to differentiate performance, provide useful feedback, and use evaluation results to inform decision-making about professional development, improvement strategies, and personnel decisions;[98] and
- A system for auditing the quality of evaluation and support systems.[99]

Example: Teacher Residency Program

According to USED guidance,[100] LEAs may use Title II funds to establish, improve, or support school-based residency programs for teachers in which prospective teachers, for at least one academic year:

- Teach alongside an effective teacher who is the teacher of record for the classroom; and

[91] ESSA, Section 2103(b)(3)(A).
[92] ESSA, Section 2103(b)(3)(B).
[93] ESSA, Section 2103(b)(3)(B)(i).
[94] ESSA, Section 2103(b)(3)(B)(ii).
[95] ESSA, Section 2103(b)(3)(B)(iii).
[96] *ED 2016 Title II, Part A Guidance*, p. 14.
[97] ESSA, Section 2103(b)(3)(B)(iv).
[98] ESSA, Section 2103(b)(3)(B)(v).
[99] ESSA, Section 2103(b)(3)(B)(vi).
[100] *ED 2016 Title II, Part A Guidance*, p. 8.

- Receive concurrent instruction – from either the LEA or the teacher preparation program – in the teaching of the content area in which the teacher will become certified or licensed; and
- Acquire effective teaching skills, as demonstrated through completion of a residency program, or other measure determined by the state.[101]

Example: Supporting Educator Diversity

According to USED guidance, LEAs may use Title II funds for:

- Providing financial support to educator recruitment programs within the community to improve hiring and retention of a diverse workforce;
- Offering career advancement opportunities for current staff members, such as paraprofessionals, who have worked in the community for an extended period of time, to support their efforts to gain the requisite credentials to become classroom instructors;
- Partnering with preparation providers including local community colleges, Institutions of Higher Education (IHEs), Minority Serving Institutions, and alternative route providers, to build a pipeline of diverse candidates;
- Providing ongoing professional development aimed at cultural competency and responsiveness and equity coaching, designed to improve conditions for all educators and students, including educators and students from underrepresented minority groups, diverse national origins, English language competencies, and varying genders and sexual orientations;
- Providing time and space for differentiated support for all teachers, including affinity group support;
- Supporting leadership and advancement programs aimed to improve career and retention outcomes for all educators, including educators from underrepresented minority groups; and
- Developing and implementing other innovative strategies and systemic interventions designed to better attract, place, support, and retain culturally competent and culturally responsive effective educators, especially educators from underrepresented minority groups, such as having personnel or staff-time dedicated to recruiting diverse candidates of high-quality who can best teach to the diversity of the student population.[102]

Recruiting from Other Fields

LEAs may use Title II funds to recruit qualified individuals from other fields to become teachers, principals, or other school leaders. Qualified individuals from other fields include mid-career professionals from other occupations, former military personnel, and recent graduates of institutions of higher education with records of academic distinction who demonstrate the potential to become effective teachers, principals or other school leaders. [103]

[101] ESSA, Section 2002(5).
[102] *ED 2016 Title II, Part A Guidance*, p. 19.
[103] ESSA, Section 2103(b)(3)(C).

Class Size Reduction

LEAs may use Title II funds to reduce class size to a level that is evidence-based, to the extent the SEA (in consultation with LEAs) determines such evidence is reasonably available.[104] According to USED guidance, LEAs may consider reducing class size as one strategy to attract and retain effective educators in high-need schools.[105] LEAs wishing to utilize Title II funds for class-size reduction are expected to ensure that the conditions are present that research indicates are most likely to produce positive results. Potential resources include:

- Class-size Reduction in Grades K-3
- Class Size and Academic Results, with a Focus on Children from Culturally, Linguistically, and Economically Disenfranchised Communities

Personalized Professional Development

LEAs may use Title II funds to provide high-quality, personalized professional development[106] for teachers, instructional leadership teams, principals, or other school leaders.[107] The professional development must be evidence-based, to the extent the SEA (in consultation with LEAs) determines such evidence is reasonably available. The professional development must also focus on improving teaching and student learning and achievement, including supporting efforts to train teachers, principals, or other school leaders to:

- Effectively integrate technology into curricula and instruction (including education about the harms of copyright piracy);
- Use data to improve student achievement and understand how to ensure individual student privacy is protected;
- Effectively engage parents, families, and community partners, and coordinate services between school and community;
- Help all students develop the skills essential for learning readiness and academic success;
- Develop policy with school, LEA, community, or state leaders; and
- Participate in opportunities for experiential learning through observation.[108]

Examples: Personalized Professional Development

According to USED guidance, among other activities, LEAs may use Title II funds for:

- Peer-led, evidence-based professional development in LEAs and schools;[109]
- Community of learning opportunities and other professional development opportunities with diverse stakeholder groups such as parents, civil rights groups, and

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[104] ESSA, Section 2013(b)(3)(D).
[105] *ED 2016 Title II, Part A Guidance*, p. 24.
[106] *ED 2016 Title II, Part A Guidance*, p. 11.
USED's guidance describes ESSA's definition of "professional development" in the following way:
> Section 8101(42) defines "professional development," specifically noting that the professional development activities are sustained (not stand-alone, 1-day, or short-term workshops), intensive, collaborative, job-embedded, data-driven, and classroom-focused. For the full definition of professional development, please see ESSA, Section 8101(42).

[107] ESSA, Section 2103(b)(3)(E).
[108] ESSA, Section 2103(b)(3)(E)(i)-(vi).
[109] *ED 2016 Title II, Part A Guidance*, p. 14.

administrators, to positively impact student outcomes; for example, through a forum to discuss the implications of a policy or practice on a school community, or organizing a community-wide service-learning project, where teachers work together afterwards to incorporate lessons learned into their teaching;[110]

- Community of learning opportunities where principals and other school leaders engage with their school teams to fully develop broad curriculum models;[111]
- Opportunities for principals and other school leaders to collaborate, problem-solve, and share best practices;[112]
- "Teacher time banks" to allow effective teachers and school leaders in high-need schools to work together to identify and implement meaningful activities to support teaching and learning (for example, when implementing teacher time banks, Title II funds may be used to pay the costs of additional responsibilities for teacher leaders, use of common planning time, use of teacher-led developmental experiences for other educators based on educators' assessment of the highest leverage activities, and other professional learning opportunities);[113] and
- Ongoing cultural proficiency training to support stronger school climate for educators and students.[114]

Increasing Teacher Effectiveness for Students with Disabilities and English Learners

LEAs may use Title II to develop programs and activities that increase teachers' ability to effectively teach children with disabilities and English learners, which may include the use of multi-tiered systems of support and positive behavioral intervention and supports.[115]

LEAs are encouraged to coordinate IDEA and Title II initiatives to support teachers (including general education teachers) who teach students with disabilities.

Supporting Early Education

LEAs may use Title II funds to provide programs and activities to increase the knowledge base of teachers, principals, or other school leaders on instruction in the early grades and on strategies to measure whether young children are progressing.[116]

LEAs may also use Title II funds to provide programs and activities to increase the ability of principals or other school leaders to support teachers, teacher leaders, early childhood educators, and other professionals to meet the needs of students through age eight, which may include providing joint professional learning and planning activities for school staff and educators in preschool programs that address the transition to elementary school.[117]

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[110] *ED 2016 Title II, Part A Guidance*, p. 14.
[111] *ED 2016 Title II, Part A Guidance*, p. 15.
[112] *ED 2016 Title II, Part A Guidance*, p. 15.
[113] *ED 2016 Title II, Part A Guidance*, p. 24
[114] *ED 2016 Title II, Part A Guidance*, p. 24
[115] ESSA, Section 2103(b)(3)(F).
[116] ESSA, Section 2103(b)(3)(G)(i).
[117] ESSA, Section 2013(b)(3)(G)(ii).

Additional resources are available on the NHED Early Childhood webpage.

Supporting Effective Use of Assessments

LEAs may use Title II funds to provide training, technical assistance, and capacity-building to assist teachers, principals, or other school leaders with selecting and implementing formative assessments, designing classroom-based assessments, and using data from such assessments to improve instruction and student academic achievement, which may include providing additional time for teachers to review student data and respond, as appropriate.[118]

Supporting Awareness and Treatment of Trauma and Mental Illness, and School Conditions for Student Learning

LEAs may use Title II funds to carry out in-service training for school personnel in:

- The techniques and supports needed to help educators understand when and how to refer students affected by trauma, and children with, or at risk of, mental illness;
- The use of referral mechanisms that effectively link such children to appropriate treatment and intervention services in the school and in the community, where appropriate;
- Forming partnerships between school-based mental health programs and public or private mental health organizations; and
- Addressing issues related to school conditions for student learning, such as safety, peer interaction, drug and alcohol abuse, and chronic absenteeism.[119]

Supporting Gifted and Talented Students

LEAs may use Title II funds to provide training to support the identification of students who are gifted and talented, including high-ability students who have not been formally identified for gifted education services, and implementing instructional practices that support the education of such students, such as:

- Early entrance to kindergarten;
- Enrichment, acceleration, and curriculum compacting activities (techniques relating to differentiated instruction); and
- Dual or concurrent enrollment programs in secondary school and postsecondary education.[120]

School Library Programs

LEAs may use Title II funds to support the instructional services provided by effective school library programs.[121]

[118] ESSA, Section 2103(b)(3)(H).
[119] ESSA, Section 2103(b)(3)(I).
[120] ESSA, Section 2103(b)(3)(J).
[121] ESSA, Section 2103(b)(3)(K).

Preventing and Recognizing Child Sexual Abuse

LEAs may use Title II funds to provide training for all school personnel, including teachers, principals, other school leaders, specialized instructional support personnel, and paraprofessionals, regarding how to prevent and recognize child sexual abuse.[122]

Supporting Science, Technology, Engineering, and Mathematics (STEM)

LEAs may use Title II funds to develop and provide professional development and other comprehensive systems of support for teachers, principals, or other school leaders to promote high-quality instruction and instructional leadership in science, technology, engineering, and mathematics subjects, including computer science.[123]

Feedback Mechanisms to Improve School Working Conditions

LEAs may use Title II funds to develop feedback mechanisms to improve working conditions in school. This can include periodically and publicly reporting feedback on educator support and working conditions.[124]

Supporting Postsecondary and Workforce Readiness

LEAs may spend Title II funds to provide high-quality professional development for teachers, principals, or other school leaders on effective strategies to integrate rigorous academic content, career and technical education, and work-based learning (if appropriate), which may include providing common planning time, to help prepare students for postsecondary education and the workforce.[125]

Other Activities

LEAs may also spend Title II funds on other activities that meet Title II purposes (see "Purpose of the Title II Program" above) and are evidence-based to the extent the SEA (in consultation with LEAs) determines that such evidence is reasonably available.[126]

Other Spending Rules

LEA-Level Administrative Costs

The Title II statute is silent on how much money LEAs may use for administrative costs. Generally, USED has advised LEAs may use a necessary and reasonable amount.

Maintenance of Effort

LEAs that receive Title II funds must comply with a maintenance of effort requirement.[127] LEAs to spend at least 90 percent of the combined fiscal effort (state and local funds) per student or aggregate expenditures for the

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[122] ESSA, Section 2103(b)(3)(L).
[123] ESSA, Section 2103(b)(3)(M).
[124] ESSA, Section 2103(b)(3)(N).
[125] ESSA, Section 2103(b)(3)(O).
[126] ESSA, Section 2103(b)(3)(P).
[127] ESSA, Section 8521.

second preceding fiscal year. If an LEA fails to maintain effort by falling below 90 percent of both the combined fiscal effort per student and aggregate expenditures (using the measure most favorable to the LEA), the NHED must reduce the LEA's allocation under the covered programs in the exact proportion by which the LEA failed to maintain effort.

Supplement, not Supplant

LEAs that receive Title II funds must comply with a supplement, not supplant requirement.[128] Title II funds should add to (supplement) and not replace (supplant) state and local funds.

Please note ESSA made a change to the way supplement/not supplant is tested in Title I. This change *does not* affect how supplement/not supplant is tested in Title II. In Title II supplanting is presumed when:

- An LEA uses Title II funds to pay for an activity that is required by federal, state or local law; or
- An LEA uses Title II funds to pay for an activity it supported with state or local funds the prior year.

An LEA may be able to overcome a presumption of supplanting if it has written documentation (for example, state or local legislative action, budget information, or other materials) that it does not have the funds necessary to implement the activity and that the activity would not be carried out in the absence of the Title II funds.

Equitable Services

Title II funds are subject to an equitable services requirement.[129] LEAs must reserve funds to provide Title II services to eligible private school teachers and other educational personnel. Under NCLB, an LEA only had to reserve a share of the Title II money it spent on professional development. Under ESSA, the reservation is now based on an LEA's entire Title II allocation.[130]

Spending Title III, Part A, Funds to Support English Learners and Immigrant Children and Youth

This section provides information about how LEAs can spend Title III, Part A funds.

Title III, Part A is a USED grant program that provides supplemental funding to help support English learners (ELs) and immigrant children and youth (IY) students. USED awards Title III, Part A funds to SEAs, which then subgrant funds to LEAs.

For convenience this section will refer to the program as "Title III." For more information about Title III please contact Wendy Perron, Title III Consultant, at wendy.perron@doe.nh.gov or 603-271-3514.

Purpose of Title III Subgrants to LEAs

[128] ESSA, Section 2301.
[129] ESSA, Section 8501(b)(1)(B).
[130] ESSA, Section 8501(b). See also *ED 2016 Fiscal Changes Guidance,* Q&A P-1 & P-2.

LEAs must use Title III funds for effective approaches and methodologies for teaching ELs and IY students for the following:

1. Developing and implementing new language instruction educational programs and academic content instructional programs for ELs and IY students, including early childhood education programs, elementary school programs, and secondary school programs.
2. Carrying out highly focused, innovative, locally designed activities to expand or enhance existing language instruction educational programs and academic content instructional programs for ELs and IY students.
3. Implementing schoolwide programs for restructuring, reforming, and upgrading all relevant programs, activities, and operations relating to language instruction educational programs and academic content instruction for ELs and IY students.
4. Implementing LEA-wide programs for restructuring, reforming, and upgrading all relevant programs, activities, and operations relating to language instruction educational programs and academic content instruction for ELs and IY students.[131]

Definition of English Learner and IY Students under ESSA

Under ESSA, an "English learner," when used with respect to an individual, means an individual —

(A) who is aged 3 through 21;

(B) who is enrolled or preparing to enroll in an elementary school or secondary school;

(C)(i) who was not born in the United States or whose native language is a language other than English;

(ii)(I) who is a Native American or Alaska Native, or a native resident of the outlying areas; and

(II) who comes from an environment where a language other than English has had a significant impact on the individual's level of English language proficiency; or

(iii) who is migratory, whose native language is a language other than English, and who comes from an environment where a language other than English is dominant; and

(D) whose difficulties in speaking, reading, writing, or understanding the English language may be sufficient to deny the individual —

(i) the ability to meet the challenging State academic standards;

(ii) the ability to successfully achieve in classrooms where the language of instruction is English; or

(iii) the opportunity to participate fully in society.[132]

Clarification on the Definition of Immigrant Children and Youth (IY)

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[131] ESSA, Section 3115(a). For federal non-regulatory guidance on the Title III program, please see U.S. Department of Education, *English Learners and Title III of the Elementary and Secondary Education Act (ESEA), as amended by the Every Student Succeeds Act (ESSA)* (September 2016). This guidance will be referred to as ED 2016 Title III, Part A Guidance for the rest of this document.

[132] ESSA, Section 8501(b). See also *ED 2016 Fiscal Changes Guidance*, Q&A P-1 & P-2.

Under ESSA, the term "immigrant children and youth" means individuals who--

(A) are aged 3 through 21;
(B) were not born in any State; and
(C) have not been attending one or more schools in any one or more States for more than 3 full academic years.[133]

An IY Student may or may not be also identified as an EL. Under Section 3101(14) of ESSA, the term "state" means each of the 50 states, the District of Columbia, and the Commonwealth of Puerto Rico. Therefore, students born in Puerto Rico are not considered IY students. However, students born in U.S. territories other than Puerto Rico, such as Guam, American Samoa, or the U.S. Virgin Islands, may be considered as IY students.

LEAs must apply the "three full academic years" requirement on a cumulative basis.

- The following students may be considered as IY if they meet all of the criteria in the federal definition of immigrant children and youth:
  - Children of U.S. military personnel;
  - Children of NATO families;
  - Children of visiting faculty;
  - Children who are temporarily residing in the U.S. because of parental employment; and
  - Students on Exchange Visitor (J-1) visas or Exchange High School Student (F-1) visas.

  Please see this federal resource for more information about identifying English Learners.

Title III and the Supplement, not Supplant, Requirement

Title III is subject to a strict supplement, not supplant requirement that affects how Title III funds are spent.[134] Because supplement, not supplant operates differently in Title III than other federal programs this section addresses supplement, not supplant before addressing other Title III spending issues.

Supplement, not supplant requires Title III funds to add to (supplement) and not replace (supplant) other federal, state, and local funds. Whether a cost complies with supplement, not supplant is situation-specific, but in general there are three issues to consider:

1. Compliance with supplement, not supplant is tested using two "presumptions;"
2. An LEA may not use Title III funds to meet its civil rights obligations to EL students; and
3. In some circumstances, an LEA may use Title III funds to pay for EL-related activities under Title I, Part A.

Issue 1: Compliance with Supplement, not Supplant is tested using two "presumptions"

The federal government presumes Title III supplanting in the following two situations:

1. An LEA uses Title III funds to provide services the LEA is required to make available under other laws; or
2. An LEA uses Title III funds to provide services the LEA paid for with state or local funds the prior year.[135]

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[133] ESSA, Section 3201(5). Also, *ED 2016 Title III, Part A Guidance*, p. 43
[134] ESSA, Section 3115(g).
[135] *ED 2016 Title III, Part A Guidance*, Question A-2.

These presumptions can be "rebutted" (disputed with evidence) and possibly overcome if the LEA can show it could not have provided the services in question with state or local funds.[136]

Example of Presumed Supplanting Violation

> Paying for an interventionist that provides intensive small-group interventions to EL students with Title III funds would violate the second presumption of supplanting if the LEA paid for this interventionist with local funds the prior year. The LEA may be able to rebut this presumption of supplanting if it can show it did not have local funds available to pay for the interventionist.

Issue 2: An LEA may not use Title III funds to meet its civil rights obligations to ELs

Under the first presumption of supplanting an LEA may not use Title III funds to meet the requirements of federal, state, or local law. Under federal law, specifically Title VI of the Civil Rights Act of 1964 and the Equal Educational Opportunities Act (EEOA), LEAs have legal obligations to ensure that ELs can meaningfully and equally participate in educational programs and services.[137] USED guidance explains that to meet these civil rights obligations to ELs LEAs must:

- Identify and assess all potential ELs in a timely, valid, and reliable manner;
- Provide ELs with a language assistance program that is educationally sound and proven successful, consistent with *Castañeda v. Pickard* and the U.S. Supreme Court decision in *Lau v. Nichol;*
- Provide sufficiently well prepared and trained staff and support the language assistance programs for ELs;
- Ensure that ELs have equal opportunities to meaningfully participate in all curricular and extracurricular activities;
- Avoid unnecessary segregation of ELs;
- Ensure that ELs who have or are suspected of having a disability under the Individuals with Disabilities Education Act (IDEA) or Section 504 of the Rehabilitation Act of 1973 are identified, located, and evaluated in a timely manner and that the language needs of students who need special education and disability related services because of their disability are considered in evaluations and delivery of services;
- Meet the needs of ELs who opt out of language assistance programs;
- Monitor and evaluate ELs in language assistance programs to ensure their progress with respect to acquiring English proficiency and grade level content knowledge, exit ELs from language assistance programs when they are proficient in English, and monitor exited students to ensure they were not prematurely exited and that any academic deficits incurred in the language assistance program have been remedied;
- Evaluate the effectiveness of a school district's language assistance program(s) to ensure that ELs in each program acquire English proficiency and that each program is reasonably calculated to allow EL students to attain parity of participation in the standard instructional program within a reasonable period of time; and

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[136] *ED 2016 Title III, Part A Guidance*, Question A-2.
[137] *ED 2016 Title III, Part A Guidance*, Question A-2 and A-3.

- Ensure meaningful communication with limited English proficient (LEP) parents.[138]

Because Title III funds may not be used to meet legal obligations, including civil rights obligations, Title III may not be used to meet obligations in the above list.

Impermissible Title III Spending on Civil Rights Obligations

An LEA may not use Title III funds to identify ELs. Identifying ELs is a civil rights obligation under Title VI and the EEOA.[139]

Permissible Title III Supplemental Spending

An LEA that meets its civil rights obligations on staffing may use Title III funds to hire extra staff under certain circumstances. For example, an LEA could use Title III funds to hire staff that would provide *supplemental* instructional support to teachers of ELs. USED guidance notes that determinations about the supplement, not supplant requirement in Title III are always situationally specific.[140]

Issue 3: In some circumstances, an LEA may use Title III funds to pay for EL-related activities under Title I

Under the first presumption of supplanting, an LEA may not use Title III funds to meet the requirements of federal, state, or local law. Under NCLB, this meant LEAs could not use Title III funds to pay for EL-related requirements under Title I, Part A. Under ESSA, however, certain requirements that were previously part of the Title III program have moved to Title I. Because of this, USED guidance permits LEAs to use Title III funds to pay for activities that were in Title III under NCLB, but are now part of Title I in ESSA such as:

- LEP parental notification regarding language instruction educational programs (LIEPs) and related information (ESEA Section 1112(e)(3));
- Parental participation (e.g., regular LEP parent meetings) (ESEA Section 1116(f); and
- Reporting to the state on the number and percentage of ELs achieving English language proficiency (ESEA Section 1111(h)(2)).[141]

USED guidance states that LEAs may only use Title III funds for activities that moved from Title III to Title I if they ensure that:

1. The activity being supported is consistent with the purposes of Title III (English language acquisition) and meets federal guidelines for "reasonable and necessary costs;"[142]
2. The activity being supported is supplemental to the LEA's civil rights obligations to ELs under Title VI of the Civil Rights Act and the EEOA; and

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[138] *ED 2016 Title III, Part A Guidance*, Question A-3. Additional information about the civil rights obligations to EL students is available in a joint U.S. Department of Education and U.S. Department of Justice Dear Colleague Letter (2015).
[139] *ED 2016 Title III, Part A Guidance*, Question A-8.
[140] *ED 2016 Title III, Part A Guidance*, Question D-7.
[141] *ED 2016 Title III, Part A Guidance*, Question A-4.

[142] The concept of "reasonable and necessary" costs comes from federal regulations known as the Uniform Grant Guidance (UGG). See, for example, the discussion in *Basic Considerations* of the UGG, available here.

3. The LEA can demonstrate it is also using Title III funds to conduct activities required under Title III.[143] (See below for more information about required Title III EL activities).

Please note LEAs may not use Title III funds for Title I, Part A activities that are also used to meet civil rights obligations. For example, under Title VI of the Civil Rights Act of 1964 and the EEOA, LEAs must track EL student progress in achieving English language proficiency. LEAs often use an annual English language proficiency (ELP) assessment, which is now required under Title I,144 for this purpose. If an LEA uses an annual ELP assessment to track EL student progress, Title III funds could not be used to pay for costs related to administering the ELP assessment.145

Required and Authorized Uses of Title III Funds

Title III includes two types of subgrants to LEAs.

1. Formula subgrants of at least $10,000, determined on a per pupil basis, are awarded to LEAs or a consortium of LEAs. These subgrants must be used to support ELs in achieving English proficiency and meeting the same state academic standards as all students. LEAs that would receive an award of less than $10,000 may participate in an LEA consortium so that the $10,000 threshold is met. (See Section I below – these funds will be referred to as "Title III EL funds.")
2. Targeted subgrants are awarded to LEAs that experience a significant increase in IY students as compared to the average of the two preceding fiscal years. IY funds should provide IY students with enhanced instructional opportunities and may be used only to support programs and services for IY students and/or their families.[146]

Required Uses of Title III EL Funds at the LEA-Level

LEAs must use Title III EL funds to assist ELs in achieving English proficiency and meeting the same state academic standards as all students.[147] LEAs must use Title III EL funds for three activities:

1. Providing **effective language instruction educational programs (LIEPs)** that meet the needs of ELs and demonstrate success in increasing English language proficiency and student academic achievement.[148]
2. Providing **effective professional development** to classroom teachers (including teachers in classroom settings that are not the settings of LIEPs), principals and other school leaders, administrators, and other school or community-based organizational personnel, that is:
    - Designed to improve the instruction and assessment of ELs;
    - Designed to enhance the ability to understand and implement curricula, assessment practices and measures, and instructional strategies for ELs;
    - Effective in increasing children's English language proficiency or substantially increasing the subject matter knowledge, teaching knowledge, and teaching skills of such teachers; and

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[143] *ED 2016 Title III, Part A Guidance*, Question A-4.
[144] ESSA, Section 1111(b)(2)(G).
[145] *ED 2016 Title III, Part A Guidance*, Question A-7.
[146] *ED 2016 Title III, Part A Guidance*, Question G-3.
[147] ESSA, Section 3115(a).
[148] ESSA, Section 3115(c)(1). For federal guidance about LIEPs, please see *ED 2016 Title III, Part A Guidance*, Section C.

- Of sufficient intensity and duration (which shall not include activities such as 1-day or short-term workshops and conferences) to have a positive and lasting impact on the teachers' performance in the classroom.[149]

3. Providing and implementing other effective activities and strategies that enhance or supplement language instruction educational programs for ELs, which must include **parent, family, and community engagement activities**, and may include strategies that serve to coordinate and align related programs.[150]

As with all Title III costs, these three required Title III EL activities – effective LIEPs, effective professional development, and effective parent, family, and community engagement activities – **must be supplemental to state and locally funded programming** the LEA is delivering to meet its civil rights obligations to ELs.

Authorized Uses of Title III Funds at the LEA-Level

In addition to spending on the required three activities above, LEAs may spend their Title III EL funds on other supplemental activities, including:

- Upgrading program objectives and effective instructional strategies;[151]
- Improving the instructional program for ELs by identifying, acquiring, and upgrading curricula, instructional materials, educational software, and assessment procedures;[152]
- Providing to ELs tutorials and academic or career and technical education, and intensified instruction to ELs, which may include materials in a language that the student can understand, interpreters, and translators;[153]
- Developing and implementing effective preschool,[154] elementary school, or secondary school language instruction educational programs that are coordinated with other relevant programs and services,[155]
- Improving the English language proficiency and academic achievement of ELs;[156]
- Providing community participation programs, family literacy services, and parent and family outreach and training activities to ELs and their families to improve the English language skills of ELs, and to assist parents and families in helping their children to improve their academic achievement and becoming active participants in the education of their children;[157]
- Improving the instruction of ELs, which may include ELs with a disability, by providing for: the acquisition or development of educational technology or instructional materials; access to, and participation in, electronic networks for materials, training, and communication; and incorporation of these resources into curricula and programs;[158]

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[149] ESSA, Section 3115(c)(2). For federal guidance on educators of English Learners, including professional development, please see *ED 2016 Title III, Part A Guidance*, Section D.
[150] ESSA, Section 3115(c)(3). For federal guidance on parent, family, and community engagement, please see *ED 2016 Title III, Part A Guidance*, Section E.
[151] ESSA, Section 3115(d)(1).
[152] ESSA, Section 3115(d)(2).
[153] ESSA, Section 3115(d)(3).
[154] For more information on Title III and Early Learning, please see *ED 2016 Title III, Part A Guidance*, Section F.
[155] ESSA, Section 3115(d)(4).
[156] ESSA, Section 3115(d)(5).
[157] ESSA, Section 3115(d)(6).
[158] ESSA, Section 3115(d)(7).

- Offering early college high school or dual or concurrent enrollment programs or courses designed to help ELs achieve success in postsecondary education;[159] and
- Carrying out other activities that are consistent with the purposes of Title III subgrants.[160]

If an LEA uses its Title III EL funds for one of the above authorized activities, it must ensure the funds are supplemental, including the requirement that the funds not be used to meet its civil rights obligations under Title VI of the Civil Rights Act and the EEOA.

Title III IY Funds

LEAs that experience a significant increase in IY students as compared to the average of the two preceding fiscal years are offered Title III IY funds. IY funds must be spent on programs and services for IY students and/or their families. Activities should enhance instructional opportunities for IY students, and may include:

- Family literacy, parent and family outreach, and training activities designed to assist parents and families to become active participants in the education of their children;
- Recruitment of and support for personnel, including teachers and paraprofessionals who have been specifically trained, or are being trained, to provide services to IY students;
- Provision of tutorials, mentoring, and academic or career counseling for IY students;
- Identification, development, and acquisition of curricular materials, educational software, and technologies to be used in the program;
- Basic instruction services that are directly attributable to the presence of IY students in the LEA, including the payment of costs of providing additional classroom supplies, costs of transportation, or such other costs as are directly attributable to such additional basic instruction services;
- Other instruction services that are designed to assist IY students to achieve in elementary and secondary schools in the U.S., such as programs of introduction to the educational system and civics education; and
- Activities, coordinated with community-based organizations, institutions of higher education, private sector entities, or other entities with expertise in working with immigrants, to assist parents and families of IY students by offering comprehensive community services.[161]

Other Spending Considerations and Rules

LEA-Level Administrative Costs

LEAs may use up to two percent of their Title III funds for direct administrative costs.[162] Indirect costs are not part of the two percent cap.[163]

Maintenance of Effort

LEAs that receive Title III funds must comply with a maintenance of effort requirement.[164] In short, maintenance of effort requires LEAs to spend at least 90 percent of the combined fiscal effort (state and local funds) per student or

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[159] ESSA, Section 3115(d)(8).
[160] ESSA, Section 3115(d)(9).
[161] ESSA, Section 3115(e). See also *ED 2016 Title III, Part A Guidance*, Question G-4.
[162] ESSA, Section 3115(b) and 20 U.S.C. §6825(b).
[163] *ED 2016 Title III, Part A Guidance*, Question A-10.
[164] ESSA, Section 8521.

aggregate expenditures for the second preceding fiscal year. If an LEA fails to maintain effort by falling below 90 percent of both the combined fiscal effort per student and aggregate expenditures (using the measure most favorable to the LEA), the NHED must reduce the LEA's allocation under the covered programs in the exact proportion by which the LEA failed to maintain effort.

Equitable Services

Title III funds are subject to an equitable services requirement.[165] LEAs must ensure that eligible private school students, their teachers, and other educational personnel are served by Title III.[166] For more information, please visit the Title III page on the NHED's website.

Spending Title IV, Part A, Funds for Student Support and Academic Enrichment

This section provides information about how LEAs can spend funds under the Student Support and Academic Enrichment (SSAE) grant program - Title IV, Part A, Subpart 1.[167] SSAE is a USED grant program that provides supplemental funding to help provide students with a well-rounded education, improve school conditions, and improve the use of technology. USED awards SSAE funds to SEAs, which then subgrant funds to LEAs.

For more information about the SSAE program, contact Stan Freeda – Stanley.J.Freeda@doe.nh.gov or (603)271-5132. Information about the SSAE grant program is also provided on the New Hampshire Department of Education's Title IV, Part A, website. There is also a Title IV-A Toolkit available at www.nheon.org.titleiva.

Purpose of the SSAE Program

The purpose of the SSAE program is to improve students' academic achievement by increasing the capacity of states, LEAs, schools, and local communities to:

1. Provide all students with access to a well-rounded education;
2. Improve school conditions for student learning; and
3. Improve the use of technology in order to improve the academic achievement and digital literacy of all students.[168]

How SSAE Funds May Be Used

Use of Funds Overview

SSAE funds can be used for a wide range of activities to support well-rounded educational opportunities, safe and

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[165] ESSA, Section 8501(b)(1)(C).
[166] *ED 2016 Title III, Part A Guidance*, Question C-6. See also *ED 2016 Fiscal Changes Guidance*, Section P.
[167] Title IV of ESSA is divided into different "parts" and "subparts," each of which contains one or more grant programs. Title IV, Part A, Subpart 1, which is the focus of this handbook, is known as Student Support and Academic Enrichment (SSAE) Grants.
[168] ESSA, Section 4101. For federal non-regulatory guidance on the SSAE program, please see U.S. Department of Education, *Non-Regulatory Guidance: Student Support and Academic Enrichment Grants* (October 2016). This guidance will be referred to as *ED 2016 SSAE Guidance* for the rest of this document.

healthy students, and the effective use of technology. LEA spending options are listed in the section below, but there are several things to consider when deciding which activities to support, including:

- LEA needs;
- School needs;
- The LEA's objectives and intended outcomes;
- Stakeholder input; and
- Funding requirements and limitations on certain activities.

Local Needs Assessment

LEAs that receive $30,000 or more in SSAE funds must, at least once every three years or more frequently as determined by the SEA,[169] conduct a comprehensive needs assessment of the following:

- Access to and opportunities for, a well-rounded education for all students;
- School conditions for student learning to create a healthy and safe school environment;
- Access to personalized learning experiences supported by technology and professional development for the effective use of data and technology.[170]

LEAs that receive less than $30,000 in SSAE funds do not have to conduct a formal needs assessment,[171] but are encouraged to consider the needs above when deciding how to spend SSAE funds.[172]

Conducting a needs assessment is an important and required aspect of the SSAE program. LEAs must engage in timely and meaningful consultation with a broad range of stakeholders (ESEA section 4106(c)) and should examine relevant data to understand students' and schools' most pressing needs, including the potential root causes of such needs. If the LEA has recently conducted a needs assessment that corresponds to the SSAE requirements, the LEA may want to consider how best to incorporate the information from the completed needs assessment into the comprehensive needs assessment for the SSAE program.

Questions to consider:

- Which stakeholders can help identify local needs and/or root causes? How can they be engaged early and in a meaningfully way throughout the process?
- What data are needed to best understand local needs?
- Do the LEA's current systems fully capture the needs of the hardest to serve students, including those who might experience adversity that might not be revealed in a survey or other data tools (e.g. trauma experienced by a recent influx of refugee students)?
- Are there inequities inherent in the system that influence local needs?
- How should the identified needs be prioritized when several significant needs are identified?

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[169] ESSA, Section 4106(d)(3).
[170] ESSA, Section 4106(d).
[171] ESSA, Section 4106(d)(2).
[172] *ED 2016 SSAE Guidance*, p. 16 at footnote 14.

Prioritizing High-Need Schools

LEAs must prioritize SSAE funds to schools that:

- Have the greatest needs as determined by the LEA;
- Have the highest percentages or numbers of low-income children;
- Are identified for comprehensive support and improvement (CSI) under Title I;
- Are implementing targeted support and improvement (TSI) plans under Title I; or
- Are identified as a persistently dangerous school under Section 8532.[173]

Objectives and Outcomes

LEAs must develop objectives for their SSAE programs and intended outcomes for SSAE-funded activities.[174] LEAs must use these objectives and outcomes to periodically evaluate the effectiveness of SSAE-funded activities.[175] LEAs must also provide SEAs with information about their progress towards their objectives and outcomes so SEAs can satisfy their reporting requirements.[176]

Stakeholder Engagement

LEAs must meaningfully consult with a wide array of stakeholders when designing their SSAE programs.[177] They must also engage in continuing consultation with stakeholders to improve SSAE activities and to coordinate SSAE activities with other activities conducted in the community.[178]

Funding Requirements and Limitations

Required activities

Under ESSA, LEAs that receive $30,000 or more in SSAE funds must spend:

- At least twenty percent on activities to support a well-rounded education,
- At least twenty percent to activities to support safe and healthy students, and

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[173] ESSA, Section 4106(e)(2)(A). ESSA requires LEAs to prioritize the distribution of funds to high-need schools. USED's SSAE guidance clarifies that an LEA can provide district-wide services with SSAE funds, but must prioritize activities for high-need schools (pp.14-15).
[174] ESSA, Section 4106(e)(1)(E).
[175] ESSA, Section 4106(e)(1)(E).
[176] ESSA, Section 4104(a)(2); see also ESSA, Section 4106(e)(2)(F).
[177] Stakeholders include parents, teachers, principals, other school leaders, specialized instructional support personnel, students, community-based organizations, local government representatives (which may include a local law enforcement agency, local juvenile court, local child welfare agency, or local public housing agency), Indian tribes or tribal organizations that may be located in the region served by the local educational agency (where applicable), charter school teachers, principals, and other school leaders (if such agency or consortium of such agencies supports charter schools), and others with relevant and demonstrated expertise in programs and activities designed to meet SSAE purposes. Section 4106(c)(1).
[178] ESSA, Section 4106(c)(2).

- At least some funds for activities to support the effective use of technology. [179] (Please note the cap on technology infrastructure below.)

A single activity can satisfy more than one category of required costs.[180]
LEAs that receive *less* than $30,000 in SSAE funds must meet at least one of the above requirements (that is, spend at least twenty percent on activities to support a well-rounded education or at least twenty percent on activities to support safe and healthy students or at least some funds for activities to support the effective use of technology).[181]

Cap on Technology Infrastructure

Of the SSAE funds spent on technology, LEAs may not spend more than fifteen percent of those technology funds to purchase technology infrastructure.[182] Specifically, this means that LEAs may not spend more than fifteen percent of its SSAE technology funds on devices, equipment, software applications, platforms, digital instructional resources and/or other one-time IT purchases.[183]

Cap on Administrative Costs

LEAs may not spend more than two percent of their SSAE funds on direct administrative costs.[184]

Local SSAE Spending Options

An overview of all LEA SSAE spending options under the law is provided below. Spending in a specific LEA should be aligned to the spending requirements and limitations, the LEA's needs assessment (if applicable), and stakeholder input. Additional information on SSAE uses of funds is available in the USED non-regulatory guidance.

Activities to Support a Well-Rounded Education

LEAs may (and in some cases must)[185] spend SSAE funds to develop and implement programs and activities that support access to a well-rounded education.[186] Activities should be coordinated with other schools and community-based services and programs.[187] They can also be conducted in partnership with an institution of higher education, business, nonprofit organization, community-based organization, or other public or private entity with a demonstrated record of success.[188] Examples of allowable activities are listed below.[189]

College and Career Guidance

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[179] ESSA, Section 4106(e)(2)(C)-(E).
[180] *ED 2016 SSAE Guidance*, p. 13.
[181] ESSA, Section 4106(f).
[182] ESSA, Section 4109(b).
[183] *ED 2016 SSAE Guidance*, p. 32.
[184] ESSA, Section 4105(c).
[185] LEAs that receive $30,000 or more in SSAE funds must spend at least twenty percent of funds on activities to support a well-rounded education. Section 4106(e)(2)(C).
[186] ESSA, Section 4107(a).
[187] ESSA, Section 4107(a)(1).
[188] ESSA, Section 4107(a)(2).
[189] For additional resources and tools to support LEAs in implementing these activities, see *ED 2016 SSAE Guidance*, pp. 39- 43.

LEAs may use SSAE funds for college and career guidance and counseling programs like postsecondary education and career awareness and exploration activities, training counselors to effectively use labor market information in assisting students with postsecondary education and career planning, and financial literacy and Federal financial aid awareness activities.[190]

Music and Arts to Support Student Success

LEAs may use SSAE funds for programs and activities that use music and the arts as tools to support student success through the promotion of constructive student engagement, problem solving, and conflict resolution.[191]

Science, Technology, Engineering, and Mathematics (STEM)

LEAs may use SSAE funds for programs and activities to improve instruction and student engagement in STEM, including computer science.[192] Examples include:

- Increasing access to high-quality courses for underrepresented student groups such as female students, minority students, English learners, children with disabilities, and economically disadvantaged students;
- Supporting low-income students to participate in nonprofit competitions related to STEM subjects;
- Providing hands-on learning and exposure to STEM and supporting the use of field-based or service learning to enhance student understanding;
- Supporting the creation and enhancement of STEM-focused specialty school;
- Facilitating collaboration among school, afterschool program, and informal program personnel to improve the integration of programming and instruction; and
- Integrating other academic subjects, including the arts, into STEM subject programs to increase participation in STEM subjects, improve attainment of skills related to STEM subjects, and promote well-rounded education.[193]

Accelerated Learning

LEAs may use SSAE funds to raise student academic achievement through accelerated learning programs that provide courses or instruction accepted for credit at institutions of higher education (like dual or concurrent enrollment courses, early college high school courses, AP and IB).[194] This may include reimbursing low-income students for part or all of the costs of accelerated learning examination fees, if the low-income students are enrolled in accelerated learning courses and plan to take accelerated learning exams.[195] It may also include increasing the availability of, and enrollment in, accelerated learning courses, accelerated learning examinations, dual or concurrent enrollment programs, and early college high school courses.[196]

Other Instructional Opportunities

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[190] ESSA, Section 4107(a)(3)(A).
[191] ESSA, Section 4107(a)(3)(B).
[192] ESSA, Section 4107(a)(3)(C).
[193] ESSA, Section 4107(a)(3)(C)(i)-(vi).
[194] ESSA, Section 4107(a)(3)(D). See also ESSA, Section 4104(b)(3)(A)(i)(IV).
[195] ESSA, Section 4107(a)(3)(D)(i).
[196] ESSA, Section 4107(a)(3)(D)(ii).

LEAs may use SSAE funds for:

- Activities to promote the development, implementation, and strengthening of programs to teach traditional American history, civics, economics, geography, or government education;[197]
- Foreign language instruction;[198] and
- Environmental education.[199]

Volunteerism and Community Involvement

LEAs may use SSAE funds for programs and activities that promote volunteerism and community involvement.[200]

Integrating Multiple Disciplines

LEAs may use SSAE funds to support educational programs that integrate multiple disciplines, such as programs that combine arts and mathematics.[201]

Other Activities

LEAs may use SSAE for other activities and programs to support student access to, and success in, a variety of well-rounded education experiences.[202]

Activities to Support Safe and Healthy Students

LEAs may (and in some cases must[203]) use SSAE funds to develop, implement and evaluate comprehensive programs and activities that:

- Are coordinated with other schools and community-based services and programs;
- Foster safe, healthy, supportive, and drug-free environments that support academic achievement; and
- Promote parent involvement in activities or programs.[204]

LEAs may conduct activities in partnership with an institution of higher education, business, nonprofit organization, community-based organization, or other public or private entity with a demonstrated record of success.[205] Allowable activities are listed below.[206] Resources are also available through New Hampshire's Bureau of Student Wellness.

Evidence-Based Drug and Violence Prevention

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[197] ESSA, Section 4107(a)(3)(E).
[198] ESSA, Section 4107(a)(3)(F).
[199] ESSA, Section 4107(a)(3)(G).
[200] ESSA, Section 4107(a)(3)(H).
[201] ESSA, Section 4107(a)(3)(I).
[202] ESSA, Section 4107(a)(3)(J).
[203] LEAs that receive $30,000 or more in SSAE funds must spend at least twenty percent of funds on activities to support safe and healthy students. Section 4106(e)(2)(D).
[204] ESSA, Section 4108(1)-(3).
[205] ESSA, Section 4108(4).
[206] For additional resources and tools to support LEAs in implementing these activities, see *ED 2016 SSAE Guidance*, pp. 43- 45.

LEAs may spend SSAE funds on drug and violence prevention activities and programs that are evidence-based, to the extent the state, in consultation with LEAs, determines that such evidence is reasonably available.[207] Activities may include:

- Programs to educate students against the use of alcohol, tobacco, marijuana, smokeless tobacco products, and electronic cigarettes; and
- Professional development and training for school and specialized instructional support personnel and interested community members in prevention, education, early identification, intervention mentoring, recovery support services and, where appropriate, rehabilitation referral, as related to drug and violence prevention.[208]

School-Based Mental Health Services

LEAs may use SSAE funds for school-based mental health services, including early identification of mental health symptoms, drug use, and violence, and appropriate referrals to direct individual or group counseling services, which may be provided by school-based mental health services providers.[209]

LEAs may also use SSAE funds for school-based mental health services partnership programs that are conducted in partnership with a public or private mental health entity or health care entity, and provide comprehensive school-based mental health services and supports and staff development for school and community personnel working in the school that are:

- Based on trauma-informed practices that are evidence-based (to the extent the state, in consultation with LEAs, determines that such evidence is reasonably available);
- Coordinated (where appropriate) with early intervening services provided under the Individuals with Disabilities Education Act (IDEA); and
- Provided by qualified mental and behavioral health professionals who are certified or licensed by the state and practicing within their area of expertise.[210]

LEAs must obtain prior written consent from the parent of each child under the age of 18 to participate in any mental-health assessment or service funded with SSAE and conducted in connection with school.[211] Before obtaining consent, the LEA must provide the parent with written notice describing in detail:

- The mental health assessment or service;
- The purpose for the assessment or service;
- The provider of such assessment or service;
- When the assessment or service will begin; and

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[207] ESSA, Section 4108(5)(A).
[208] ESSA, Section 4108(5)(A)(i)-(ii).
[209] ESSA, Section 4108(5)(A)(B)(i).
[210] ESSA, Section 4108(5)(A)(B)(ii).
[211] ESSA, Section 4001(a)(1)(A). Please note informed written consent is not required in an emergency where it is necessary to protect the immediate health and safety of the child, other children, or LEA personnel. Informed written consent is also not required when the LEA actively seeks parental consent but cannot reasonably obtain it, including when a parent does respond to notice from the LEA, or the child is at least 14 years old and is considered an "unaccompanied youth" under Section 725 of the McKinney Vento Homeless Education Act. Section 4001(a)(2).

- How long such assessment or service may last.[212]

Providing this consent does not waive any rights or protections under Family Educational Rights and Privacy Act (FERPA).[213]

Health and Safety Activities or Programs

LEAs may use SSAE funds for programs or activities that:

- Integrate health and safety practices into school or athletic programs;
- Support a healthy, active lifestyle, including nutritional education and regular, structured physical education activities and programs, that may address chronic disease management with instruction led by school nurses, nurse practitioners, or other appropriate specialists or professionals to help maintain the well-being of students;
- Help prevent bullying and harassment;
- Improve instructional practices for developing relationship-building skills, such as effective communication, and improve safety through the recognition and prevention of coercion, violence, or abuse, including teen and dating violence, stalking, domestic abuse, and sexual violence and harassment;
- Provide mentoring and school counseling to all students, including children who are at risk of academic failure, dropping out of school, involvement in criminal or delinquent activities, or drug use and abuse,
- Establish or improve school dropout and reentry programs; and
- Establish learning environments and enhance students' effective learning skills that are essential for school readiness and academic success, such as by providing integrated systems of student and family supports.[214]

Addressing Trauma and Violence

LEAs may use SSAE funds for high-quality training for school personnel, including specialized instructional support personnel, related to:

- Suicide prevention;
- Effective and trauma-informed practices in classroom management;
- Crisis management and conflict resolution techniques;
- Human trafficking;[215]
- School-based violence prevention strategies;,
- Drug abuse prevention, including educating children facing substance abuse at home; and
- Bullying and harassment prevention.[216]

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[212] ESSA, Section 4001(a)(1)(B).
[213] ESSA, Section 4001(a)(1)(C).
[214] ESSA, Section 4108(5)(C).
[215] Defined as an act or practice described in paragraph (9) or (10) of section 103 of the Trafficking Victims Protection Act of 2000 (22 U.S.C. 7102).
[216] ESSA, Section 4108(5)(D).

Addressing Sexual Abuse

LEAs may use SSAE funds for child sexual abuse awareness and prevention programs or activities, such as programs or activities designed to provide:

- Age-appropriate and developmentally appropriate instruction for students in child sexual abuse awareness and prevention, including how to recognize child sexual abuse and how to safely report child sexual abuse; and
- Information to parents and guardians of students about child sexual abuse awareness and prevention, including how to recognize child sexual abuse and how to discuss child sexual abuse with a child.[217]

Reducing Exclusionary Discipline Practices

LEAs may use SSAE funds for designing and implementing a locally tailored plan to reduce exclusionary discipline practices in elementary and secondary schools that:

- Is consistent with best practices;
- Includes strategies that are evidence-based (to the extent the state, in consultation with LEAs, determines that such evidence is reasonably available); and
- Is aligned with the long-term goal of prison reduction through opportunities, mentoring, intervention, support, and other education services.[218]

Positive Behavioral Interventions and Supports

LEAs may use SSAE funds to implement schoolwide positive behavioral interventions and supports.[219] This may include coordinating with similar IDEA activities to improve academic outcomes and school conditions for student learning.

Resource Coordinator

LEAs may use SSAE funds to designate a site resource coordinator to provide a variety of services like:

- Establishing partnerships within the community to provide resources and support for schools;
- Ensuring that all service and community partners are aligned with the academic expectations of a community school in order to improve student success; and
- Strengthening relationships between schools and communities.[220]

Pay for Success

LEAs may use pay for success initiatives aligned with the goal of supporting safe and healthy students.[221] A pay for success initiative is a performance-based grant, contract, or cooperative agreement awarded by a public entity in which a commitment is made to pay for improved outcomes that result in social benefit and direct cost

[217] ESSA, Section 4108(5)(E).
[218] ESSA, Section 4108(5)(F).
[219] ESSA, Section 4108(5)(G).
[220] ESSA, Section 4108(5)(H).
[221] ESSA, Section 4108(5)(I).

savings or cost avoidance to the public sector.[222]

Activities to Support the Effective Use of Technology

LEAs may (and in some cases must[223]) use SSAE funds to improve the use of technology to improve the academic achievement, academic growth and digital literacy of all students.[224] Of the amount an LEA chooses to spend on technology, only fifteen percent may be used for technology infrastructure.
Activities may include:[225]

Professional Learning

LEAs may use SSAE funds to provide educators, school leaders, and administrators with the professional learning tools, devices, content, and resources to:

- Personalize learning to improve student academic achievement;
- Discover, adapt, and share relevant high-quality educational resources;
- Use technology effectively in the classroom, including by administering computer-based assessments and blended learning strategies; and
- Implement and support school- and district-wide approaches for using technology to inform instruction, support teacher collaboration, and personalize learning.[226]

Technological Capacity and Infrastructure

LEAs may use SSAE funds to build technological capacity and infrastructure, which may include:

- Procuring content and ensuring content quality; and
- Purchasing devices, equipment, and software applications in order to address readiness shortfalls.[227]

LEAs may not spend more than fifteen percent of the SSAE funds used for technology on technological infrastructure.[228]

Delivering Courses through Technology

LEAs may use SSAE funds to develop or use effective or innovative strategies for the delivery of specialized or rigorous academic courses and curricula through the use of technology, including digital learning technologies and assistive technology.[229]

Blended Learning

LEAs may use SSAE funds to carry out blended learning projects, which must include:

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[222] ESSA, Section 8101(40).
[223] LEAs that receive $30,000 or more in SSAE funds must spend some SSAE funds on activities that support the effective use of technology. Section 4106(e)(2)(E).
[224] ESSA, Section 4109(a).
[225] For additional resources and tools to support LEAs in implementing these activities, see *ED 2016 SSAE Guidance*, pp. 46- 47.
[226] ESSA, Section 4109(a)(1).
[227] ESSA, Section 4109(a)(2).
[228] ESSA, Section 4109(b).
[229] ESSA, Section 4109(a)(3).

- Planning activities like developing new instructional models (including blended learning technology software and platforms), the purchase of digital instructional resources, initial professional development activities, and one-time information technology purchases (that do not include significant construction or renovation of facilities) (please note all technology infrastructure costs count towards the fifteen percent cap noted above); or
- Ongoing professional development for teachers, principals, other school leaders, or other personnel involved in the project that is designed to support the implementation and academic success of the project.[230]

Professional Development on Use of Technology in STEM Areas

LEAs may use SSAE funds to provide professional development in the use of technology (which may be provided through partnerships with outside organizations) to enable teachers and instructional leaders to increase student achievement in STEM areas.[231]

Access to Digital Learning Experiences

LEAs may use SSAE funds to provide students in rural, remote, and underserved areas with the resources to take advantage of high-quality digital learning experiences, digital resources, and access to online courses taught by effective educators.[232]

Other Spending Rules

Maintenance of Effort

LEAs that receive SSAE funds must comply with a maintenance of effort requirement.[233] LEAs to spend at least 90 percent of the combined fiscal effort (state and local funds) per student or aggregate expenditures for the second preceding fiscal year. If an LEA fails to maintain effort by falling below 90 percent of both the combined fiscal effort per student and aggregate expenditures (using the measure most favorable to the LEA), the NHED must reduce the LEA's allocation under the covered programs in the exact proportion by which the LEA failed to maintain effort.

Supplement not Supplant

LEAs that receive SSAE funds must comply with the supplement, not supplant requirement.[234] SSAE funds should add to (supplement) and not replace (supplant) state and local funds.

For the SSAE program, supplanting is presumed when:

- An LEA uses SSAE funds to pay for an activity that is required by federal, state or local law, or
- An LEA uses SSAE funds to pay for an activity that was supported using state or local funds the previous

[230] ESSA, Section 4109(a)(4).
[231] ESSA, Section 4109(a)(5).
[232] ESSA, Section 4109(a)(6).
[233] ESSA, Section 8521.
[234] ESSA, Section 4110.

year.[235]

An LEA may overcome the presumption of supplanting if it has written documentation (e.g., state or local legislative action, budget information, or other materials) to document that it does not have the funds necessary to implement the activity and that the activity would not be carried out in the absence of the SSAE program funds.[236]

Equitable Services

SSAE funds are subject to an equitable services requirement.[237] LEAs must reserve funds to provide SSAE services to eligible private school children, teachers, and other educational personnel in private schools.[238]

Spending Title V—Part B, Rural Education Achievement Program (REAP)
Subpart 1, Small Rural School Achievement (SRSA)
Subpart 2, Rural and Low-Income Schools (RLIS)

REAP is a USED grant program that contains two separate but similar initiatives. This section provides information about how LEAs can spend funds under Title V – Part B, Rural Education Achievement Program (REAP), Subpart 1 Small Rural School Achievement (SRSA) and Subpart 2, Rural and Low-Income Schools.

For more information about the REAP program, contact Marcia McCaffrey at marcia.mccaffrey@doe.nh.gov or (603) 271-3193. Information about this grant program is also on the New Hampshire Department of Education's website here.

Purpose of REAP

SEC. 6202 5202. PURPOSE. (20 U.S.C. 7341a)
It is the purpose of this part to address the unique needs of rural school districts that frequently—
(1) lack the personnel and resources needed to compete effectively for Federal competitive grants; and
(2) receive formula grant allocations in amounts too small to be effective in meeting their intended purposes.

> Small school districts may meet eligibility requirements for one or both SRSA and/or RLIS. If eligible for both (dual), the LEA must select one of the two programs in which to participate. Commitment to the SRSA program typically occurs in the spring, prior to the end of the school year that precedes the grant year. The US ED manages this part of the grant process directly with LEAs.

Subpart 1, Small Rural School Achievement (SRSA)

SRSA is not a state flow-through program. Eligible districts work directly with the US Department of Education to request access to funds, approval of activities for funding, and release of funds to the district. The NH Department of Education provides support to districts for establishing communication with the US DOE to

[235] *ED 2016 SSAE Guidance*, p. 14.
[236] *ED 2016 SSAE Guidance*, p. 14
[237] ESSA, Section 4106(e)(2)(b); ESSA, Section 8501(b)(1)(D).
[238] ESSA, Section 4106(e)(2)(b); ESSA, Section 8501(b)(1)(D).

initiate grant access. To learn more about this grant and find districts eligible for SRSA funding, go here.

Alternative Uses of Funds Authority:

The *Alternative Uses of Funds Authority* allows SRSA-eligible LEAs greater flexibility in spending the funds they receive under Title II, Part A and Title IV, Part A, to best address the LEA's particular needs. Under the *Alternative Uses of Funds Authority*, LEAs are able to use their Title II, Part A and Title IV, Part A, funds to pay for activities under any of the allowable uses for SRSA grant funds. (See Section 5211(a) of the ESEA, as amended, for more information.)

Subpart 2, Rural and Low-Income Schools (RLIS)

The Rural Education Initiative supports states and districts in meeting the unique needs of rural school districts that frequently lack the personnel and resources needed to compete effectively for federal competitive grants and receive formula funds in amounts too small to be effective in meeting their intended purposes.

Districts should consider the needs of their schools and district overall before completing the online application in the New Hampshire Grants Management System (GMS). Full consideration to the needs of schools and identifying the most effective activities to meet the needs of students is of primary concern. Consideration for "needs" over "wants" is critical. Category, priority, activity performance measures, and outcomes should align.

The New Hampshire Department of Education follows a two-step process for notifying school districts of their eligibility for RLIS funding on an annual basis. The first step is to alert schools that have dual eligibility for SRSA and RLIS once the US ED releases the master eligibility spreadsheet for the upcoming fiscal year. This allows dual eligible LEAs the opportunity to select which grant program best meets their needs for the upcoming fiscal year. This level of communication happens in support of the US ED emails that go out to each district from a no-reply email. Repetitive contact occurs for districts that have not yet committed to either program as the deadline approaches.

SEC. 5225. CHOICE OF PARTICIPATION. (20 U.S.C. 7351d)
(a) IN GENERAL. If a local educational agency is eligible for funding under both this subpart and subpart 1, such local educational agency may receive funds under either this subpart or subpart 1 for a fiscal year, but may not receive funds under both subparts for such fiscal year.
(b) NOTIFICATION. A local educational agency eligible for funding under both this subpart and subpart 1 shall notify the Secretary and the State educational agency under which of such subparts the local educational agency intends to receive funds for a fiscal year by a date that is established by the Secretary for the notification.

The second step occurs once the US ED issues the GAN letter for RLIS. Once the GAN letter is recieved, the NH DOE determines the allocation for each district based on the amount allocated to the state and after the state sets aside 5%. Next, all eligible LEAs receive an email that includes their allocation for that year along with information about how to apply for funding (see below). Then, the information is posted on our NH DOE website.

Allowable Uses of Funds

SEC. *5222*. USES OF FUNDS. (20 U.S.C. 7351a)

Grant funds awarded to local educational agencies under this subpart shall be used for any of the following:

(1) Activities authorized under part A of title I.
(2) Activities authorized under part A of title II.

(3) Activities authorized under title III.
(4) Activities authorized under part A of title IV.
(5) Parental involvement activities.

SEC. 6232 *5232*. SUPPLEMENT, NOT SUPPLANT. (20 U.S.C. 7355a)

Funds made available under subpart 1 or subpart 2 shall be used to supplement, and not supplant, any other Federal, State, or local education funds.

SEC. 6233 5223. RULE OF CONSTRUCTION. (20 U.S.C. 7355b)

Nothing in this part shall be construed to prohibit a local educational agency that enters into cooperative arrangements with other local educational agencies for the provision of special, compensatory, or other education services, pursuant to State law or a written agreement, from entering into similar arrangements for the use, or the coordination of the use, of the funds made available under this part.

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Multi-Year Master Agreement

Between

Rochester Administrative Unit

and the

Rochester School Board

July 1, 2023
to
June 30, 2026

Table of Contents

Article		*Page*
Preamble		
I.	Recognition, Jurisdiction, Definitions	1
II.	Duration	3
III.	Paid Days	3
IV.	Vacation Days	4
V.	Leaves	4
VI.	Compensation	8
VII.	Fringe Benefits	10
VIII.	Saving Clause	13
IX.	Management Rights	13
X.	Grievance Procedure	13
XI.	Negotiation Procedure	16
	Appendix A – Annual Increases/Merit Increase Schedule	18
	Appendix B – Pay Range/Salary Schedule	20

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Preamble

To encourage and increase effective and harmonious working relationships between the School Board of the City of Rochester (hereinafter the *Board*) and the Administrative Unit (hereinafter the *Administration*), so that the cause of public education may best be served.

Whereas, the Board and the Administration recognize and declare that providing a quality education for the children of Rochester is their mutual aim and that the character of such education depends in part upon the quality and morale of the administrational service, and

Whereas, the parties have reached certain understandings which they desire to confirm in the Agreement.

It is hereby agreed as follows:

Article I - Recognition, Jurisdiction, Definitions

A. *Recognition*

1. For purposes of collective negotiations, the Board recognizes the School Administrators' Association, Affiliated with Teamsters Local 633 of New Hampshire as the representative for the following full-time positions named below:

   High School Principal
   Deputy Principal
   High School Assistant Principals
   Middle School Principal
   Middle School Assistant Principal
   Elementary Principals
   Elementary Assistant Principals
   Special Education Coordinator
   Director of Vocational Education
   Bud Carlson Academy Director
   Athletic Director
   CTE Director

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Curriculum Coordinators

2. Part-time employees shall not be covered by this Agreement.

3. The Board and the Administration agree that there will be no discrimination because of race, creed, color, religion, national origin, political activities, age, sex, sexual orientation, domicile, marital status, or participation in any organization activities.

B. *Jurisdiction*

The jurisdiction of the Administration shall include those persons now or hereafter who perform the duties or functions of the categories of employees named above. However, any employee whose administrative position is subsequently made part-time by the Board shall, after such reclassification, and ninety (90) days' notice to the affected employee, be excluded from the Administrative Unit and the provisions of this Agreement.

C. *Definitions*

1. The term *Board* as used in this Agreement shall mean the Rochester, New Hampshire School Board.

2. The terms *professional, administrator, person,* or *member* as used in this Agreement refer to an individual of either sex employed full-time in an educational administrative capacity by the Board in the categories listed in Article I-A above unless otherwise specified.

3. The term *Administrator* as used in this Agreement shall mean the Rochester Administrative Unit.

4. The term *bargaining unit* as used in this Agreement shall mean all the persons employed full-time in the categories listed in Article I-A.

5. The term *parties* shall mean the Board and the Administration as participants in this Agreement.

6. Whenever the singular is used in this Agreement, it is to include the plural.

7. Whenever in this Agreement a personal pronoun is used, such pronouns shall apply equally to both male and female.

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Article II - Duration

A. The provision of this Agreement shall be effective as of July 1, 2023, and shall continue and remain in full force and effect as binding on the parties until and including June 30, 2026.

B. The provisions of this Agreement shall remain in effect until a successor agreement is negotiated.

Article III - Paid Days

A. All administrators are entitled to be paid for the following days, and such other days as may be designated by the School Board from time to time:

Fourth of July
Labor Day
Columbus Day
Veterans' Day
Day before Thanksgiving Day
(if school is not in session)
Thanksgiving Day
Day after Thanksgiving Day
Day before Christmas
(if school is not in session)
Christmas
Day after Christmas
Day before New Year's Day
New Year's Day
Martin Luther King Day
Washington's Birthday
Memorial Day

B. If an official holiday falls on a Saturday or Sunday, and it is observed by the School Department on the preceding Friday or the following Monday, respectively, the administrator will be eligible to have it off, subject to the Superintendent's requiring that said day be worked pursuant to the last paragraph hereof.

C. If an official holiday falls on a Saturday or Sunday, and it is not observed by the School Department on the preceding Friday or the following Monday, the Superintendent will grant each administrator another day off when school is not in session or time mutually agreed upon by the Superintendent and administrator in lieu of the designated day.

D. Some situations require that administrators be on the job during designated paid days in order to maintain the proper operation of the School Department. The Superintendent may require any administrator to work on any of the official days. In that event, the Superintendent will grant each administrator another day

off when school is not in session or time mutually agreed upon by the Superintendent and administrator in lieu of the designated day.

Article IV - Vacation Days

Each full time administrator will receive twenty-five (25) vacation days each year under the following procedure:

1. If an administrator is hired during June, July or August he/she is eligible for twenty-five (25) vacation days during that school year.

2. Administrators' contracts start on July 1 of each year and end on June 30 of the following year. Vacation days will be given on July 1 of each year and will be usable until September 1 of the following year (14 calendar months). Administrators may accrue up to fifty (50) days of unused vacation.

3. If an administrator is hired at some time during the year, his/her vacation time will accrue on a pro-rated basis according to the number of months he/she has worked (2 days per month).

4. It is permissible and suggested (so that all administrators will not be out at the same time during the summer months) that some of the administrators' vacation time be taken during the school year, at a time convenient for both the administrator and the school system.

5. The Superintendent or his/her designee's prior written approval is required for the scheduling and taking of any vacation days.

Article V - Leaves

A. *Sick Leave*

1. Each covered individual employed by the District as an administrator as of October 31, 1994 shall be entitled to fifteen (15) sick days per year with the right to accumulate this sick leave to a maximum of 150 days.

2. Each covered individual appointed to a covered administrative position in the District after October 31, 1994 shall be entitled to fifteen (15) sick days per year with the right to accumulate this sick leave to a maximum of 110 days.

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3. Each covered individual appointed to a covered administrative position in the District after October 31, 2017 shall be entitled to fifteen (15) sick days per year with the right to accumulate this sick leave up to a maximum of fifty (50) days.

4. Up to ten (10) sick days per school year may be used by an employee for the purpose of caring for a sick child, or, upon approval of the Superintendent, for a different member of the employee's family who is sick.

5. The Superintendent upon request shall notify each administrator of his or her accumulated sick leave by October 1 of each year.

B. *Bereavement Leave*

Each administrator is eligible for bereavement leave each year with full pay as set forth below.

1. Ten (10) work days for the death of spouse, domestic partner or child.

2. Three (3) work days, for the death of Father, Mother, Father-in-law, Mother-in-law, Son-in-law, Daughter in-law, Grandchild, Sister, Brother or Relative domiciled in the employee's household.

3. One (1) work day for purpose of attending funeral for death of Grandmother, Grandfather, Aunt, Uncle, Sister-in-law, Brother-in-law,

4. Under extenuating circumstances as determined by the Superintendent, two (2) additional work days with pay may be granted under Section 1, 2, or 3, with the written approval of the Superintendent.

C. *Personal Leave*

1. Each administrator is eligible for up to three (3) non-accumulative days for leaves of absence with full pay each school year.

2. Leaves taken pursuant to this section shall be in addition to any sick leave to which an administrator is entitled.

3. Administrators' requests for leave will be as far in advance as is reasonably possible, however, requests for such leaves shall be in writing at least three (3) days prior to the day requested except in the case of emergency. In this event, the Superintendent shall be notified as soon as possible.

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4. Replies to all requests for personal leave shall be made in writing prior to the day requested.

5. Under extenuating circumstances as determined by the Superintendent, in his sole discretion, one (1) additional consecutive work day with pay may be granted under Sections 1, 2, or 3 with the prior written approval of the Superintendent.

D. *Jury or Witness Leave*

Upon approval of the Superintendent, an administrator who is subpœnaed as a witness in a civil or criminal case, or who is called for service on a jury, will be granted paid leave for the period of time he/she is unable to report to work for this reason. Application for the leave will be made in advance and submitted with a copy of the subpœna or notice of jury duty. The covered administrator shall pay over to the Rochester School Board and City of Rochester any money paid for such witness or jury service, except that portion of the money identified as expense reimbursement.

E. *Professional Leave*

With the prior approval of the Superintendent or his designee, the covered administrator shall be entitled to ten (10) days per year leave of absence with full pay for attendance at professional meetings, conferences, conventions, for the purpose of school visitation, and for the purpose of receiving a higher degree. Except under extenuating circumstances, written notice of professional leave shall be received in the Superintendent's office at least three (3) days prior to such leave. The Superintendent may extend professional leave upon a covered administrator's request and the approval of the Personnel Committee of the Board.

F. *Maternity Leave*

Maternity leave shall be treated as sick leave with the following conditions:

1. Sick leave shall be granted with a physician's statement that the covered employee is no longer able to conduct her administrative duties without damaging the health of the mother or future child.

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2. A temporary leave of absence, without pay, shall be granted earlier than sick leave by mutual agreement of the individual covered administrator and the Superintendent.

3. After delivery, sick leave shall continue for one week or until such time as her physician states the mother is no longer ill and she is able to resume her duties.

4. Any additional temporary leave, without pay, shall be granted by mutual agreement of the individual covered administrator and the Superintendent.

5. In the case of extended leave, benefits such as raises that would normally accrue to her shall not be withheld.

G. *Extended Leaves of Absence*

1. Military leave without pay shall be granted to any administrator who is inducted in any branch of the Armed Forces of the United States for the period of said induction and/or serving active duty.

2. Two weeks leave with pay shall be granted for any administrator whose spouse is placed on active duty in any branch of the United States Armed Forces, to be taken during the course of the spouse's active duty.

3. Additional leave may be granted to any administrator for the purpose of caring for a sick member of the administrator's family.

4. Other requests for leaves of absence for special reasons may be granted by the Board upon recommendation of the Superintendent of Schools.

H. *Additional Leave Provisions*

1. All benefits to which a covered employee is entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, shall be restored to him/her upon his/her return, and he/she shall then be assigned within the scope of his/her certifications.

2. All extensions, renewals, or modifications of leaves shall be applied for in writing and, if granted, be in writing. Such extensions or renewals shall be acted upon by the Board upon recommendation of the Superintendent of Schools.

3. If an individual is requested by the Superintendent of Schools to attend a function on behalf of the Board or system, such time will not be charged to the individual's professional leave.

4. The Superintendent of Schools may make recommendations for the extension of any of the above leaves and upon approval of the Board, grant such extensions.

I. *School Closing*

When school is closed due to inclement weather, with the approval of the Superintendent, administrators will be allowed to work from home.

Article VI - Compensation

A. *Method and Time of Salary Payment*

1. Members of the bargaining unit shall receive their pay on Fridays and salaries shall be prorated over 52 weeks with 26 equal payments.

2. Members of the bargaining unit shall have their salary increases determined as described in Appendix A. No unit member shall be paid less than the salary range established for their position in Appendix B. Any unit member whose 2022-2023 annual salary rate is below the range established for his/her position in 2023-2024, shall have it increased to the minimum salary for the position as set forth in Appendix B before calculating the 2023-2024 salary increases.

3. Salaries of individuals appointed to administrative positions after the date this Agreement is approved shall have their salaries set by the School Board for the Fiscal Year in which they are appointed per Appendix B. Increases after the year of appointment shall be calculated according to paragraph 2, above.

4. The District may place newly hired employees at a salary rate that is commensurate with their training and experience, except that in no case shall training and experience be used to place such new hires at a salary greater than a current and continuing employee with similar training and experience within the same category.

B. Mileage Allowance

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Traveling administrator shall mean an administrator who is required to travel to more than one school each day because of his/her assigned duties. Traveling administrators shall be paid twice a year based on the following formula:

Traveling administrators shall be paid $300.00 on or before December 31 and $300.00 on or before the close of the school year.

The Board agrees to pay the costs of administrators' workshops that are arranged or required by the Superintendent or Assistant Superintendent.

D. *Severance Pay*

An administrator shall receive severance pay equal to **1.)** fifty percent of the administrator's total accumulated sick leave, and **2.)** unused vacation days up to a limit of forty-eight (48) vacation days, both calculated at the per diem rate which the administrator last earned, when leaving the Rochester School System or upon applying for service retirement through the New Hampshire Retirement System.

E. *Itemized Payroll Deductions*

A statement of payroll deductions shall be provided with each salary payment.

F. *Longevity Stipend*

Administrators shall receive longevity payments for the total years of service to the district. The longevity stipend shall be paid in December.

a. 10-14 years $800
b. 15-19 years $1,250
c. 20-24 years $1,500
d. 25-29 years $1,750
e. 30 or more years $2,250

G. *Advanced Degree*

Any administrator who has attained an advanced degree, beyond that which is required for their administrative certification will be compensated annually as follows:

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Ph.D or Ed. D	$1,000
CAGS or Ed. S	$ 500

H. *Extra Workload*

An administrator assuming an extra workload of another administrator will be compensated at 10% of his or her per diem pay if the period exceeds 14 consecutive working days.

Article VII - Fringe Benefits

A. Health Insurance

All covered employees shall be eligible for health insurance coverage provided through the Health Trust.

For FY 2024, FY 2025, and FY 2026, the Board agrees to pay 80% of the premium for the HMO-ABSOS 20/40 plan.

Available coverage and claims procedures shall be reported annually to the covered employees.

The parties agree that the health insurance offered by the Board shall comply in all respects with the Patient Protection and Affordable Care Act of 2010, Pub. L. 111-148 (the "ACA"), as it may be amended, so as to avoid the imposition of any penalty or fine or other material adverse financial impact to the District. Accordingly, upon any material change to the ACA, or to the regulations implementing and interpreting it, or to the offered plan or plans so as to subject the District to the imposition of any penalty or fine or other adverse impact from the operation of the ACA, either party to this Agreement may reopen bargaining upon the cost and impact of such change.

Any covered employee currently enrolled in the foregoing health insurance may in any subsequent enrollment period elect to opt-out of participation upon legally sufficient proof of coverage. In December such employees will receive $2,400 if opting out of a family plan; $1,600 if opting out of a two-person plan; and $1,000 if opting out of a single plan. If an employee experiences a qualifying event between open enrollment periods, the employee may opt-out and receive a pro-rated portion of the applicable payment.

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B. *Dental Insurance*

All covered employees shall be eligible to receive single person coverage in the Northeast Delta Maintenance Program (Plan V) as provided through the New Hampshire Municipal Association, and in effect at the time of ratification of this Agreement, or its equivalent. Two person or family coverage will be made available to the covered employee upon his or her agreeing to pay the increase in premium above the single person rate. Additional or expanded dental benefits will be provided as plan options with the employee paying the increased cost in premiums above the 100% single person (Plan V) District-paid benefit.

C. *Workers' Compensation*

All covered employees shall be provided Workers' Compensation Insurance.

D. *Tax-Free Annuity*

The Board agrees to continue to allow covered employees to take advantage of the Federal law concerning tax-free annuities. The Board will not deduct life insurance premiums.

E. *Course Reimbursements*

1. The Board will pay the cost of tuition for in-service courses or courses at accredited colleges, universities, or professional training schools and workshops (hereinafter referred to collectively as *approved courses*) which are taken by covered employees in accordance with the following procedure: The District shall reimburse covered employees 100%, or the employee may elect to have the District pay the vendor in advance, the cost per credit up to a maximum of seven (7) credits in any one school year at up to the graduate course rate currently in effect at the University of New Hampshire for in state students. Qualifying credits are college or university courses in the area of the employee's certification or courses initiated and approved by the Superintendent of Schools that is equal to college credit program.

2. To be entitled to reimbursement, a covered employee must make his/her application within ninety (90) days of course completion. Covered employees earning credit shall be reimbursed within thirty (30) days of submission of evidence of satisfactory completion by attaining the equivalent of a *B* or better grade of such courses to the Superintendent. A *P* is an acceptable grade where the covered employee is enrolled in a

mandatory pass/fail grade course. A *P* shall not be accepted for a course where pass/fail is offered as an elective, but rather the covered employee must use the grade alternative. Covered employees earning credit after July 1 shall be reimbursed in September only if they continue in the employ of the District. In the event a covered employee elects to have the District pay the vendor in advance, written request for payment and a valid enrollment form indicating course, cost and expected grade must be submitted for payment a minimum of 15 business days prior to the payment due date. Grades must be submitted to the Superintendent no more than 15 days after the end of the grading period. If a less than satisfactory grade is received the covered employee agrees to reimburse within the District the full amount of the course within 25 business days after the end of the grading period.

3. With prior approval of the Superintendent of Schools, a covered employee may elect to attend conventions or conferences. In such event, the District shall reimburse or pay the vendor in advance the covered employee for costs incurred (i.e., registration, meals, accommodations and travel) up to a yearly maximum amount equal to the cost of seven (7) credits at the graduate course rate for in-state students. To the extent a covered employee is reimbursed for attending approved conventions and conferences, there will be an equal reduction in the number of credits for approved courses for which reimbursement will be made by the District.

F. *Professional Dues*

Professional dues for each administrators membership in one professional organization of his/her choice will, with the prior approval of the Superintendent of Schools, be paid for by the District up to a yearly maximum amount not to exceed the combined cost of individual annual dues for the state and national principal's associations.

G. *Group Term Life Insurance*

The Board agrees to pay 100% of the cost of a group term life insurance policy equal to $50,000.

H. *Pre-Tax Flexible Spending Plan*

The Board shall allow administrators to use the Federal Section 125 benefits for a pre-tax spending plan for health and child care provisions. This plan may

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be administered by a vendor hired by the Board, and shall follow all applicable federal and state rules and regulations.

Article VIII - Saving Clause

If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced.

In the event that any provision of this Agreement is or shall be contrary to law, all other provisions of this Agreement shall continue in effect.

Article IX – Management Rights

The Board shall retain the sole right and authority to operate and direct the affairs of the School District in all its various aspects. Among the rights retained, is the Board's right to determine the School District's mission and set standards and service offered to the children, parents and the public and consistent with the role of the Superintendent established by statute or charter; to direct the working forces, to plan, direct, control and determine the operations or services to be conducted in and by the School District or by employees of the School District; to assign and transfer employees; to hire, promote, or demote employees and to suspend, discipline or discharge employees; to relieve employees due to lack of work or for other legitimate reasons; to make and enforce rules and regulations subject to RSA 273-A; and to change methods, equipment or facilities. Without limiting the preceding and solely as illustration, matters regarding the policies and practices of the School District and the Superintendent of Schools as established by statute, ordinance or regulations relating to merit/incentive systems, recruitment, examination, appointment, advancement, or organization, under the conditions of political neutrality and based upon principles of merit and competence, shall not be subjects of bargaining under this Agreement. All rights, which ordinarily vest in and are exercised by public employers, except as such are specifically relinquished herein, are reserved to and remain vested in the Rochester School Board.

Article X – Grievance Procedure

A. Definition: A "grievance" is defined as a claim by any member or members of the bargaining unit that there has been a misinterpretation or violation of any provision of this Agreement.

B. General Provisions

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1. All time limits specified in this article shall mean Monday through Friday, excluding holidays and school vacation weeks. Time limits indicated hereunder are maximum unless extended by mutual agreement.

2. All such agreements to extensions must be in writing.

3. The individual grievant shall have the right to representation of his or her own choosing excluding representation by a member, an agent or an employee of any other employee organization.

4. All documents, communications and records dealing with the processing of the grievance shall be filed separately from the regular personnel files.

5. Failure at any grievance level to communicate the decision within the specified time limits shall permit the grievant(s) or the Union to proceed to the next level.

6. A grievance may be submitted directly to the level having adequate authority to resolve the issue being grieved.

C. *Informal Level*

Before beginning the grievance procedure at Level 1, the grievant shall discuss the problem with the individual concerned and try to resolve the conflict.

In order to encourage and allow for the resolution of grievances at the informal stage, a grievant will be granted 15 days from the date of the action or from when the grievant's first knew or should have known of the action or condition on which the grievance is based to present the formal grievance at Level 1.

D. *Level 1 - Assistant Superintendent*

A grievant shall present the grievance to the Assistant Superintendent who shall respond to said grievance and provide the rationale for his/her decision in writing within 5 days.

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E. *Level 2 – Superintendent*

If the grievance has not been resolved to the satisfaction of the grievant(s) and the Union, the covered employee or the Union may within 10 days of receipt of the decision at Level 1 present it in writing to the Superintendent of Schools. Within five (5) days after receiving a grievance, the Superintendent shall meet to resolve and respond to the grievance with the grievant and the Union's representative(s). The Superintendent shall respond to said grievance and provide the rationale for his/her decision within 10 days following the submission at Level 2.

F. Level 3 – School Board

If the grievance has not been resolved to the satisfaction of the grievant(s) and the Union, the covered employee or the Union may within 10 days of receipt of the decision at Level 2 present it in writing to the School Board. Within thirty (30) days after receiving a grievance, the School Board, or a committee thereof, shall meet with the grievant and the Union's representative(s). The School Board shall respond to said grievance and provide the rationale for its decision within 30 days following the Level 3 meeting on the grievance.

If the grievance is not resolved to the satisfaction of the Union at Level #3, the Union may, within 15 days of receipt of the decision, submit the grievance to arbitration by written notification to the Superintendent.

G. Level 4 – Arbitration

1. Arbitration shall be conducted by an impartial arbitrator mutually chosen by the Board and the Union. Representatives of the Board and the Union shall request a list of arbitrators from the Public Employee Labor Relations Board ("PELRB"). Selection shall be made in accordance with the Rules of the PELRB, but in any event no later than 30 calendar days following receipt of the list. The arbitrator shall have the authority to fashion remedies and appropriate awards.

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2. Either party may, if it so desires, be represented by counsel.

3. Hearings and post-hearing activities shall be conducted in accordance with the procedures, if any, established by the PELRB.

4. A request for arbitration shall state in reasonable detail the specific nature of the dispute and the remedy requested. The dispute as stated in the request for arbitration shall constitute the sole and entire subject matter to be heard by the arbitrator.

5. The arbitrator shall issue his/her decision not later than 30 days from the date of the close of the hearing, or, if oral closings have been waived, then from the date of transmitting the final statements and/or post-hearing briefs to the arbitrator. The decision shall be in writing and shall set forth the arbitrator's opinion and conclusion on the issue submitted.

6. Both parties agree that the arbitrator shall be prohibited from modifying, adding to or subtracting from this agreement.

7. The Board and the Union shall each pay one-half (50%) of the costs of the arbitrator.

8. The decision of the arbitrator shall be final and binding, subject to the provisions of RSA 542.

Article XI - Negotiations Procedure

A. On or about February 1 of the expiration year of the then current contract, the parties agree to enter into negotiations for a successor agreement. This Agreement constitutes notice to the Rochester School Board of the Administrator's intent to negotiate for a successor Agreement.

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The Board agrees to provide the PELRB with a copy of this Agreement within fourteen (14) days of its execution in accordance with PUB 207.02(b).

In Witness Whereof, the parties have hereto executed this Agreement this **day of June ___, 2023.**

Rochester Administrative Unit

DocuSigned by:
JR6
Justin Roy – President
Rochester Administrative Unit

DocuSigned by:
Dr. Erin Mahoney
Erin Mahoney - Steward
Rochester Administrative Unit

DocuSigned by:
William R. Cahill, Jr., Esq.
William B. Cahill, Esq. Business Agent
Teamsters Local 633

DocuSigned by:
Jeffrey Padellaro
Jeffrey Padellaro, Secretary/Treasurer
Teamsters Local 633

Rochester School Board

7/7/2023
Paul Lynch, Chairman

Appendix A
Annual Increases / Merit Increase Schedule

2023-2024	Up to 3% merit, plus 3.0%
2024-2025	Up to 4% merit*
2025-2026	Up to 4% merit*

The 4.0% merit adjustment is conditional upon the parties negotiating a new evaluation model during the 2023-2024 contract year by December 15, 2023. A joint committee consisting of two representatives from both parties is hereby formed for the purpose of developing a new evaluation system. The committee shall commence meeting after ratification of the new agreement with the goal of establishing a new evaluation system that would be effective for the 2024-2025 school year.

In the event no agreement is reached by December 15, 2023, the merit adjustment shall remain 3.0% for the 2024-2025 contract year and until both parties agree on a new evaluation system. If no agreement is reached by December 15, 2024, the merit adjustment shall be 3.0% for the remainder of the agreement.

Merit will be calculated using the Evaluation Rubrics as follows:

	Plus **.2%** Highly Effective	1.80% Effective	Less **.2%** Improvement Necessary
1 Student Growth		X	
2 Local District Goals		X	
3 Educational Leadership		X	
4 School Culture, Inst. Prog.		X	
5 School Management		X	
6 School & Community		X	
7 Integrity and Ethics		X	
8 Social and Cultural Contexts		X	

An administrator rated **effective** in every category will receive a 1.8% merit increase. The administrator will receive an additional .2% for each category rated **highly effective,** up to a maximum of 3.0% in 2023-2024, and 4.0% in 2024-2025

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and 2025-2026. Each category of **improvement necessary** will reduce the increase by .2%

APPENDIX B

The following hiring pay ranges will adjust by the percentage change in the CPI index for Boston-Cambridge-Newton, MA-NH (from November to November of the year preceding the effective date of the pay range adjustment).

2023-2024

	Low	High
Position		
Elementary Principal	$ 91,287	$ 118,335
Elementary Assistant Principal	$ 74,382	$ 96,922
Middle School Principal	$ 112,700	$ 125,097
Middle School Assistant Principal	$ 83,398	$ 112,700
High School Principal	$ 116,081	$ 128,478
High School Assistant Principal	$ 83,398	$ 114,132
Deputy Principal	$ 99,176	$ 117,619
Special Education Coordinator	$ 76,636	$ 104,811
Athletic Director	$ 89,033	$ 105,938
CTE Director	$ 87,906	$ 118,335
Curriculum Coordinator	$ 71,564	$ 111,573

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INDEX

Advanced Degree 9
Administrative Categories 8
  Salary Range 17
Compensation 8
  Method and Time of Payment 8
Contrary to law 12
Course Reimbursements 11
Definitions 2
Discrimination 2
Duration 3
Extra Workload 9
Flexible Spending Plan, Pre-Tax 12
Fringe Benefits 10
Grievance Procedure 13
Holidays 3
Insurance
  Dental 10
  Health 10
  Life, Group Term 12
  Workers' Compensation 10
Jurisdiction 1
Leaves 4
  Additional Leave Provisions 7
  Bereavement Leave 5
  Extended Leaves 7
  Family Sick Leave 5
  Funeral Leave 5
  Jury/Witness Leave 6
  Maternity Leave 6
  Military Leave 7
  Personal Leave 5
  Professional Leave 6
  School Closing 8
  Sick Leave 4
Longevity 9
Management Rights 12
Mileage Allowance 8
Negotiations Procedure 14
Paid Days 3
Payroll Deductions 9
Professional Dues 12
Recognition 1
Salary Range 17
Saving Clause 12
Severance Pay 8
Tax-Free Annuity 11
Vacation Days 4
Workshops 8

BIDDING REQUIREMENTS

All purchase requests must be submitted to Purchasing for approval before the order is placed. Once the request has been verified for available funds it is approved as a Purchase Order. Exceptions: monthly utility bills, heating fuels, and benefits payments do not need payment requests or purchase orders. Stipends should be submitted on a Payroll Stipend Payment Request Form. Special Education contracted service agreements should be submitted using a Service Agreement form.

Any purchase order greater than $5,000 but less than $15,000 shall require a minimum of three written vendor quotes and must include written justification if the lowest competitive quote is not selected. Any purchase order over $15,000 shall follow the formal sealed bid process. The Superintendent may waive the bidding requirements in an emergency. An emergency would include an event that could delay school, close school, or create a safety hazard or potential safety hazard. The School Board Chair and/or Vice-Chair shall be notified immediately; the Finance Committee shall be notified of emergency purchases at the next regularly scheduled meeting.

The Superintendent or the Business Administrator may authorize purchases outside of the bidding process (a) to take advantage of temporary pricing opportunities which are well below anticipated bid prices or (b) when only one source for a particular product exists. When these options are used, the Finance Committee will be informed.

All formal bid documents should be maintained by the School Department for a minimum of seven years or for the life of the item or project, whichever is longer. The formal bid documents should include the bid specifications, documentation of how prospective bidders were notified, the bids submitted, a summary of bid results, the award recommendation letter, documentation of approval by the School Board, the award notice to the successful bidder, and the contract as awarded.

Formal bids shall be advertised in a newspaper of general circulation. Suppliers shall be invited to have their names placed on mailing lists to receive invitations to bid. When specifications are prepared, they will be mailed to all merchants and firms who have indicated an interest in bidding.

All formal bids must be submitted in sealed envelopes, addressed to the Superintendent of Schools, and plainly marked with the name of the bid. Bids shall be opened at the time specified and all bidders and other persons shall be invited to be present.

When a Certificate of Occupancy is required, bids shall state that it is the sole responsibility of the vendor; and no less than 10% of the full contract price shall be withheld pending issuance of a Certificate of Occupancy or Code Enforcement final approval. No less than 3% of the full contract price shall be withheld until all punch list items have been approved by the School Department.

The Board reserves the right to reject any or all bids and to accept that bid which appears to be in the best interest of the District. The Board reserves the right to waive any formalities

in, or reject any or all bids, or any part of any bid when it is in the best interest of the District. Any bid may be withdrawn prior to the scheduled time for the opening of bids. Any bid received after the time and date specified shall not be considered. The Board also reserves the right to negotiate with a bidder when all bids exceed the budgeted appropriation. The bidder to whom the award is made may be required to enter into a written contract with the district.

It is the intent of the School Board, at a minimum, to comply with the City of Rochester purchasing policies.

Adopted: April 8, 1993
Board Review/Approved: December 12, 2019

POLICY DJC, BIDDING REQUIREMENTS PROCEDURES

1. Any **purchase order** greater than $5,000 but less than $15,000 requires three quotes. These quotes should be summarized and submitted to the purchasing agent when the Purchase Order process begins. This document will be saved as part of the purchase order process.
2. Any purchase order greater than $15,000 shall follow the formal sealed bid process.
3. The Purchasing Agent will be responsible to ensure that all bid processes and procedures are followed; this includes not separating purchase orders to avoid the single item minimum and maximum quote requirements and District approved purchase order form.

Formal Sealed Bid Process

1. Request for proposals (bids) are prepared and reviewed prior to posting. The bid date is approved by the District Purchasing Agent and Superintendent. Bids are normally due at noon time, opened and read aloud at that time.
2. If a walk-through for a project is warranted, the bid should state if it is mandatory or optional. A walk-through should be scheduled approximately two-weeks prior the bid opening date.
3. If the bid provides for addendums, a requirement that final questions be submitted at least one week prior to the bid opening date. The bid should also provide a means to provide the addendum to all parties. All addendums should be completed five days prior to bid submission. A web based posting of the addendum is recommended.
4. All bids shall state that permit sign offs shall be consistent with the Rochester Code Enforcement Office. It shall also state that permits will be obtained at no cost to the vendor.
5. All bid proposals shall be on file in the Superintendent's or Facilities Director's office.
6. Bids submitted by vendors are retained in the Central Office Business Office.

[redacted]

[redacted]

Topics for today:
Title I - misuse of funding/repayment to NHED, denial of student/staff support, transportation, delinquent comparability report, planned supplanting/misuse of funds/misinformation to School Board
Title IV-A - non-compliant on reporting, planned supplanting
Title III - attempted supplanting
All grants - no activity since [redacted]

[redacted]

City of Rochester School Department

Mr. Kyle M. Repucci
Superintendent of Schools
e-mail: repucci.k@sau54.org

Dr. Sandie MacDonald
Assistant Superintendent of Schools
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Office of the Superintendent
150 Wakefield Street
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Rochester, NH 03867-1348
(603) 332-3678
FAX: (603) 335-7367

Federal Grant Manager Benefits

Sick Leave:

1. Each covered employee shall be entitled to fifteen (15) sick days per year with the right to accumulate this sick leave up to a maximum of fifty (50) sick days.

2. Up to six (6) sick days per year may be used by an employee for the purpose of caring for a sick child, or, upon approval of the Superintendent, for a different member of the employee's family who is sick.

3. An employee shall receive severance pay equal to 1.) Fifty percent of their total accumulated sick leave, and 2.) Unused vacation days up to a limit of forty-eight (48) vacation days, both calculated at the per diem rate which the employee last earned, when leaving the Rochester School System or upon applying for service retirement through the New Hampshire Retirement System.

Professional Leave:

With prior approval of the Superintendent or his designee, the covered employee shall be entitled to ten (10) days per year of leave of absence with full pay for attendance at professional meetings, conferences, conventions, school visitations, receiving a higher degree, or other approved purposes. Except under extenuating circumstances, written notice of professional leave shall be received in the Superintendent's Office at least three (3) days prior to such leave.

Personal Leave:

Each employee is eligible for up to three (3) non-accumulative days for leaves of absence with full pay each school year. Personal leave days will be allowed for personal affairs provided that the leave will be taken for purposes which could not reasonable be accomplished on other than a school day. Approval of the Superintendent is required and shall not be unreasonably withheld. Said leave shall not be used to extend holidays or vacations except for extreme emergency situations. Leaves taken pursuant to this section shall be in addition to any sick leave to which an employee is entitled.

Employees' requests for leave will be as far in advance as is reasonably possible, however, requests for such leave shall be in writing at least three (3) days prior to the day requested except in the case of an emergency. In this event, the Superintendent or designee shall be notified as soon as possible. Replies to all requests for personal leave shall be made in writing prior to the day requested.

Under extenuating circumstances, as determined by the Superintendent, in his sole discretion, one (1) additional consecutive work day with pay may be granted with prior written approval.

Bereavement Leaves:

Each employee is eligible for funeral leave each year with full pay as set forth below.

1. Ten (10) consecutive work days from date of death of spouse or child.

2. Three (3) consecutive work days, from date of death of Father, Mother, Father-in-law, Mother-in-law, Sister, brother or relative domiciled in the employee's household.

3. One (1) day for purpose of attending funeral for death of Grandmother, Grandfather, Aunt, Uncle, Grandchild, Sister/Brother-in-law, Son/Daughter-in-law.

4. Under extenuating circumstances as determined by the Superintendent, two (2) additional consecutive days with pay may be granted under the sections 1, 2, 3 with written approval of the Superintendent.

Holidays:

Fourth of July	Day before Christmas
Labor Day	(If school is not in session)
Columbus Day	Christmas
Veteran's Day	Day after Christmas
Day before Thanksgiving Day	Day before New Year's Day
(If school is not in session)	New Year's Day
Thanksgiving Day	Martin Luther King Day
Day after Thanksgiving Day	Washington's Birthday
	Memorial Day

If a holiday falls on a Saturday or Sunday, and it is observed by the School Department on the preceding Friday, or Monday, the employee is eligible to have it off, subject to the Superintendent's requiring attendance for proper operation of the District. If attendance is required, each employee is granted another day off, when school is not in session, to replace the holiday that the employee worked.

Vacation Days:

Each employee will receive twenty-five (25) vacation days under the following procedure:

If an employee is hired during June, July or August, he/she is eligible for twenty-five (25) vacation days during that school year. Vacation days will be given July 1 of each year and will be usable until September 1 of the following year. The Superintendent may allow use of vacation days beyond the fourteen (14) month time frame, under extenuating circumstances.

Longevity:

Employee shall receive annual longevity pay for ten to fourteen years of service of seven hundred and fifty dollars ($750.00) and for fifteen or more years of service fifteen hundred dollars ($1500.00).

Longevity will be paid in a separate check on the first payday in December. Upon termination of employment, an employee shall receive longevity pro-rated by the number of days longevity in that year calculated from the first day of January to the day the employee terminates. The amount of longevity pay due an employee is based on the year in which said longevity is accrued/earned.

Health Insurance:

Employees shall be eligible to receive single, two person, or full family coverage in the following plan administered through HealthTrust: Access Blue site of service plan.

Dental Insurance:

All employees shall be eligible to receive single person coverage through HealthTrust, or its equivalent. Additional or expanded coverage, two person or family coverage is available with the employee paying the increase cost of the premiums above the 100% single person plan.

Life Insurance:

Employees shall be provided at no cost to the employee with a $5,000 life insurance policy effective on the same date health insurance coverage becomes effective.

Pre-Tax Flexible Spending Plan

The District shall allow employees to enroll in a so-called Section 125 flexible pre-tax spending benefits plan. This plan may be administered by a vendor hired by the District, and shall follow all applicable Federal and State rules and regulations. The District shall pay the administrative fees.

Workshop and Course Reimbursement:

The Board will pay the cost of tuition for approved courses which are taken by the employee in accordance with the following procedure:

1. Reimbursement at 100% of the cost per credit up to 8 credits in one school year at the graduate course rate currently in effect at the University of New Hampshire.

2. A grade of B- or better is required for reimbursement.

3. A covered employee may attend conventions or conferences. The District shall reimburse, with prior approval, the covered employee for costs incurred, up to 3 credits at the graduate course rate. (Registration, meals, accommodations, travel, etc.)

4. The District may request that an employee attend a convention, conference or workshop and pay the expenses incurred.

5. The District's Conference Approval Procedures shall be followed for all conferences.

Rev. 06/02/2021

Travel Authorization Request Form

Please complete the information below and submit, along with conference details attached, to the Superintendent's Office (Attn: Annie Azarloza) at least **2 MONTHS PRIOR** to the workshop/conference. If not received 2 months prior, you will be responsible for registering and making your own travel arrangements, as well as submitting your expenses for reimbursement upon completion of travel. Contact Katy Dorfman for your available reimbursement funds balance prior to making your own arrangements.

Requestor Name: _____

Workshop/Conference Title: _____

Location: _____

Workshop/Conference: **Start Date:** _____ **End Date:** _____

Requested Leave Dates: **From:** _____ **To:** _____

Purpose/Professional Development (How does it align with the Rochester School District's strategic goals?):

_____

_____

_____

Flight $_____ **Hotel $**_____ **Registration $**_____ **Other $**_____ **Total Cost $**_____

I will complete my own registration and travel arrangements and submit for reimbursement: _____ **Please initial**

I understand and agree that if I cancel my attendance at this workshop/conference after the reservations have been made, all costs will be my responsibility and payment to the Rochester School District for the entire amount will be expected, inclusive of cancellation and/or re-booking fees. In addition, if a change is made after reservations have been made, any additional charges will be my responsibility.

Non-Administrators require both the Principal and Superintendent's signature.

Requestor Signature: _____ **Date:** _____

Principal's Signature: _____ **Date:** _____

Superintendent's Signature: _____ **Date:** _____

If approved, please complete the following and forward to Laura Scott:

1. **Copy of Driver's License:**
   - A. This is needed for airport security purposes. Upon completion of reservation, this document will be shredded.
2. **Air Transportation (if required):**
   - A. **Please attach a copy of your preferred flight choices.**
   - B. Every effort will be made to accommodate your attached preferences.
3. **Hotel Accommodations:**
   - A. Hotel Name: _____ Check In Date: _____ Check Out Date: _____
   - B. NOTE: If you do not return your hotel receipt to Laura Scott, you may be held responsible for the cost of your hotel.
4. **Requestor Contact Phone Number (on travel days):** _____
5. **Emergency Contact (on travel days): Name** _____ **Phone #**_____

****

FOR OFFICE USE ONLY (Order of Routing):

1. Grants Signature: _____
2. H/R Signature: _____
3. Purchasing Signature: _____

Funding Used: _____ _____

Contracted PD Funds Remaining: _____

Date Returned to Requestor: _____

SAU54 Google Apps for Education

[redacted]

22-23 Title IV-A Program Public Reporting requirements

3 messages

[redacted] Thu, Apr 10, 2025 at 8:54 AM

Good morning [redacted]

I just submitted Rochester's 22-23 Title IV-A Survey. Our one activity for Effective Use of Technology did not occur due to an inability to fill the position (it was posted and remained vacant until the 24-25 year). For this reason, we had zero activities funded in the area of effective use of technology. I just wanted to make the clarification because the survey didn't provide a place to do so. We know that we have to use Title IV-A funding in that category, and we certainly tried to. Please let me know if you have any questions.

Thank you

[redacted]

[redacted] Thu, Apr 10, 2025 at 9:20 AM

Thanks, [redacted]

I will get this posted. There is nothing you can do about it now since the grant is closed. You'll be reported as not compliant with this budget spending requirement.

For future grants, building the budget early on and paying attention to those requirements from the start can ensure that you easily meet those responsibilities.

Hope that helps.

Cheerful regards,

[redacted]

Office of ESEA Programs

New Hampshire Department of Education

Phone: 603-271-5132 **Mobile:**

25 Hall St., Concord NH 03301

Email: Stanley.J.Freeda@doe.nh.gov

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Department of Education

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[redacted]

EXTERNAL EMAIL WARNING! This email originated outside of the New Hampshire Executive Branch network. Do not open attachments or click on links unless you recognize the sender and are expecting the email. Do not enter your username and password on sites that you have reached through an email link. Forward suspicious and unexpected messages by clicking the Phish Alert button in your Outlook and if you did click or enter credentials by mistake, report it immediately to helpdesk@doit.nh.gov!

[Quoted text hidden]

[redacted] Fri, Apr 11, 2025 at 11:36 AM

Hi [redacted]

Unfortunately, this happened after [redacted] in Rochester. [redacted] Thank you for including [redacted] on this email so we can ensure the School Board is aware of the situation. I also appreciate your prompt response!

Take care,

[redacted]

[Quoted text hidden]

SAU54 Google Apps for Education

[redacted]

Fwd: Rochester is non-compliant with Title IV-A Program Public Reporting requirements.

3 messages

[redacted] Mon, Mar 31, 2025 at 10:45 AM

FYI - Interested in your thoughts on this.
Thank you,
[redacted]

---------- Forwarded message ---------
[redacted]
Date: Mon, Mar 31, 2025 at 9:50 AM
Subject: Rochester is non-compliant with Title IV-A Program Public Reporting requirements.
[redacted]

Hi [redacted]

This is a reminder that **Rochester** has not submitted the request for **2022-2023** Title IV-A program impact data that was due on **January 30, 2025**. The second request was due on February 18th. This is the ***fifth request for data***, and it will be due on **April 11, 2025**. **Rochester** is currently non-compliant with Title IV-A Program requirements.

You may remember, one of the assurances agreed upon accepting Title IV-A Program funds is that the LEA shall annually report to the State Department of Education when asked. The Title IV-A federal program requires public reporting of two main pieces of information:

1. how the LEA uses their funds, and
2. the degree to which their activities met their expected outcomes and objectives.

This request is for **2022-2023** Title IV-A Federal public reporting purposes. Please only consider your **2022-2023** Title IV-A grant program, which closed on September 30, 2024, when answering the questions included on the survey.

The data collected here will be made available to the public, so it is imperative that every LEA who accepted and used 2022-2023 Title IV-A funds, submits their data. Reporting to the state when asked is one of the Title IV-A Program Assurances.

2022-2023 Title IV, Part A Activity Outcome Public Report

This data report was due on or before January 30, 2025.

The Due Date for the Second Request was February 18, 2025.

The Due Date for the Third Request was February 28, 2025.

The Due Date for the Fourth Request was March 15, 2025.

The Due Date for the Third Request is April 11, 2025.

Please report your objective data findings for **2022-2023 Title IV, Part A** funded programs and activities.

Important Notes:

1. *This notification is being sent to all your Title IV, Part A Contacts listed in GMS. Only one response is necessary for each LEA, please select a Title IV, Part A Public Report contact for communication purposes and provide their name and contact info when completing the report form.*
2. *The objective collection report form shared and discussed in previous Office Hours will not be collected. However, you can download and use it to organize your own data for reporting. The optional objective report form is available in the Public Report subfolder of the toolkit.*

A Quick Guide to the Reporting Process:

We are asking that you use your evaluation data for your **2022-2023 Title IV, Part A** activities to report the number of activities that were funded in each content area; the number of outcomes/objectives associated with each activity; and the extent to which each of those objective was achieved. Data will be collected for each of the three Title IV-A program content areas separately through the *2022-2023 Title IV, Part A Activity Objective Reporting Survey*.

1. Decide which of your Title IV-A grant administrators will report back to the state via this survey.
2. Gather together all your **2022-2023 Title IV, Part A** program evaluation data.
3. Determine the **number of activities** your did in each of the three main program content areas.
4. Determine the **number of objectives** you expected would be achieved through each activity.
5. Review the evaluation data collected for each of the activity objectives.
6. For **each of the three Title IV, Part A program content areas**, look at your evaluation data for each activity in each category. Determine the degree to which each activity objectives in the category were met based on your expected outcomes for each activity. Make sure your **data supports the choice** you make on the rating rubric.
7. Use this Reporting Scale for rating the individual outcomes/objectives for each activity in each category:
    - Our Outcome/objective **never** met our expectations for achievement.
    - Our Outcome/objective **partially** met our expectations for achievement.
    - Our Outcome/objective **substantially** met our expectations for achievement.
    - Our Outcome/objective **completely** met our expectations for achievement.
    - Our Outcome/objective **exceeded** our expectations for achievement.
8. For each Title IV-A program content areas, count the number of objectives that scores in each of the 5 rating areas.
9. Take the **2022-2023 Title IV, Part A Activity Objective Reporting Survey** to report your results and submit your data.

Please submit your survey answers by **March 15, 2025**. This data will be processed and included on the Public Reporting page in the Title IV-A Toolkit. http://www.nheon.org/titleiva/reporting.html

Submit your 2022-2023 LEA Title IV, Part A Activity Objective Reporting Survey

(data submission is due by January 30, 2025)

2022-2023 Title IV, Part A Outcome/Objective reporting survey link:

https://docs.google.com/forms/d/e/1FAIpQLSetX5oDmsPyEP0Nq2zdBVXqFqQy6xDbPViEvSRhY9FLPAvpZg/viewform

If you have any questions, please let me know.

Cheerful regards,

[redacted]

Office of ESEA Programs

New Hampshire Department of Education

Phone: 603-271-5132 **Mobile**:

25 Hall St., Concord NH 03301

Email: Stanley.J.Freeda@doe.nh.gov

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[redacted] Mon, Mar 31, 2025 at 1:29 PM

Geez. I can do this. Yes, we have to respond to all of their requests like this. It's very normal and it's a requirement of every district. This is another example of why this work needs to be done by an education person, not an accountant. It's a survey, I'm very familiar with it [redacted] and let him know I will compete this asap and cc all of you, unless you don't want me to do this.

[redacted]

[Quoted text hidden]

[redacted] Mon, Mar 31, 2025 at 1:31 PM

That would be great. Thank you.
Is this priority over Friday's deadline?
[Quoted text hidden]

Bud Carlson CSI 2023-2024

Overview

- **Total Grant Amount:** $55,817.72
- **Paid to Date:** $34,820.81
- **Remaining to Spend:** $20,996.91

Allocations and Rationale

1. Partnership with Rochester Public Library - What is our metric to learn if we are meeting our intended outcome [redacted] is he ordering the rest?) As of 12/9 A PO for 341.53 was used for 2 of the books recently but that may not be reflected in grant budget yet. Should have 983.19 remaining (I bought the first book with BCA budget because the grant wasn't set up yet to encumber this)

- **Allocated:** $1,324.72
- **Paid to Date:** $341.53
- **Remaining:** $1,324.72
- **What It's Being Used For:**
  - Purchase of **12 copies each of five books** from the ALA's GreatStories reading list.
    - 10 copies are for students; 2 are for the teacher and librarian.
  - **Supplemental materials** for the program, including:
    - Audiobooks for accessibility.
    - Journals for reflective learning.
    - Art and display supplies to support creative student projects.
- **Rationale:** This allocation supports continuing a successful partnership with the Rochester Public Library, which uses the American Library Association's GreatStories curriculum. This program engages underserved students in literature-based learning, promoting personal exploration, critical thinking, and social-emotional development. Funds are used for books, supplies, and programming costs to deepen student engagement and improve literacy skills.
- **Outcome Goal:** Students will connect literature to real-world issues, earn English credits, and improve their ability to think critically and reflectively.

2. Mental Health Clinician Services - How are we progress monitoring the impact of this? [redacted] - follow up with [redacted] to encumber the full amount and make sure it will be used fully? By now we should have received bills for Oct, Nov, and Dec.

- **Allocated:** $9,976.86
- **Paid to Date:** $1,070.02
- **Remaining:** $8,906.84
- **What It's Being Used For:**
  - Funds **up to 387 hours of counseling services** provided by a mental health clinician.
  - Covers:
    - **Individual therapy** for students needing one-on-one support.
    - **Group therapy sessions** to address shared challenges among students.
    - **Staff consultation** to equip teachers with tools to address mental health challenges in the classroom.
    - Provision of materials and interventions aligned with trauma-informed strategies.
- **Rationale:** This funding provides school-based access to a mental health clinician from Community Partners of Strafford County. Services include individual and group counseling, staff support, and RENEW (Rehabilitation for Empowerment, Natural Supports, Education, and Work). By removing logistical barriers, this allocation supports trauma-informed strategies to foster a safe learning environment and improve student well-being.
- **Outcome Goal:** Increase the four-year and five-year graduation rate from 7.21% (SY 21/22) to 20% or more by June 2025.

3. Instructional Coach Services and Professional Learning - Who is providing this service? How are we measuring progress? Have we used these stipends yet, or do you still intend to? [redacted] Approximately $17000 should be earmarked for summer PD.

- **Allocated:** $22,636.83
- **Paid to Date:** $5,400.00
- **Remaining:** $17,236.83
- **What It's Being Used For:**
  - **Contracting an instructional coach** to provide targeted support to teachers.
    - Focuses on:
      - Effective use of **learning targets** and success criteria.
      - Development of **quality formative and summative assessments**.
      - Building reflective teaching practices.
  - Covers costs for:
    - **16 coaching days (or 32 half-days)** at $1,200 per day.
    - **Stipends for six teachers** attending summer professional development ($150 per day, per teacher).
    - Benefits associated with teacher stipends (Social Security and retirement contributions).
  - **Professional development workshops** for the whole staff on strategies to improve learning outcomes.
- **Rationale:** This funding supports job-embedded professional learning, focusing on high-leverage instructional strategies such as learning targets, formative assessments, and reflective teaching practices. An instructional coach provides workshops, one-on-one coaching, and modeling to improve teaching quality and responsiveness to student needs. Additionally, stipends for teachers are included for participation in summer professional development.
- **Outcome Goal:** Strengthen teaching quality, which directly impacts student engagement and academic success.

4. Indirect Costs - Hold until end of year (overspend on line that paid [redacted] with all indirect costs for 2023-2024 grants)

- **Allocated:** $882.40
- **Paid to Date:** $168.21
- **Remaining:** $714.19
- **What It's Being Used For:**
  - Covers overhead and administrative expenses related to managing the grant.
  - Includes:
    - Time spent on compliance monitoring and reporting.
    - Ensuring funds are appropriately allocated and spent according to grant requirements.
- **Rationale:** Indirect costs ensure proper grant management and compliance with state and federal guidelines. This allocation covers administrative overhead necessary to manage the grant effectively.
- **Outcome Goal:** Ensure grant funds are utilized appropriately and in alignment with program goals.

IDEA - 2023-2024

Overview

- **IDEA Total Grant Amount:** $1,215,072.74
- **Paid to Date:** $943,957.23
- **Remaining:** $271,115.51
- **Preschool Total Grant Amount:** $37,867.66
- **Paid to Date:** $36,295.27
- **Remaining:** $1,572.39

Allocations and Rationale

1. Specialized Instruction Supplies - [redacted]pend it!

- **Allocated:** $6,994.08 (IDEA)
- **Paid to Date:** $0
- **Remaining:** $6,994.08
- **What It's Being Used For:**
  - Purchase of **specialized materials** to support students' Individualized Education Plans (IEPs), such as:
    - Communication devices.
    - Educational software programs.
    - Teaching supplies tailored to the needs of students with disabilities.
- **Rationale:** Funding supports specialized instruction materials, communication devices, and software tailored for students with Individualized Education Plans (IEPs) to ensure equitable access to the general curriculum.
- **Outcome Goal:** Increase the number of students educated with non-disabled peers in the least restrictive environment.

2. ESY Services - To be used to cover summer 2025 ESY

- **Allocated:** $95,957.53 (IDEA)
- **Paid to Date:** $0
- **Remaining:** $95,957.53
- **What It's Being Used For:**
  - Funding a **5-week summer program** for approximately 80 students with IEPs in grades Pre-K through age 22. Covers:
    - Salaries for 16 teachers, 16 paraprofessionals, 6 service providers, and 2 contracted paraprofessionals.
    - Social Security (FICA) and retirement contributions for staff.
- **Rationale:** Supports a 5-week ESY program for approximately 80 students with IEPs, addressing summer learning loss and ensuring continuity of services. Funds cover salaries for teachers, paraprofessionals, and service providers.
- **Outcome Goal:** Provide consistent educational support aligned with IEPs during the summer.

3. Contracted School Psychologist - This will be spent.

- **Allocated:** $275,000 (IDEA)
- **Paid to Date:** $113,706.50
- **Remaining:** $161,293.50
- **What It's Being Used For:**

    - Contract with Boothby Therapy Services for a full-time school psychologist for two years, including summer services.
    - Services include:
        - Student evaluations.
        - Therapy sessions.
        - Development and documentation of IEP goals.
        - Consultation with staff, parents, and students.
- **Rationale:** Contract with Boothby Therapy Services for a full-time school psychologist to conduct evaluations, therapy, and IEP support. Services are critical for compliance and to provide evidence-based interventions.
- **Outcome Goal:** Improve access to psychological services and support IEP goals.

4. Preschool General Supplies - [redacted] will order.

- **Allocated:** $1,572.39 (Preschool)
- **Paid to Date:** $0
- **Remaining:** $1,572.39
- **What It's Being Used For:**
    - Purchase of **learning materials** for preschool-aged students, including:
        - Manipulatives, games, and activities to promote social-emotional, cognitive, and motor skill development.
        - Supplies for staff organization and communication with parents (e.g., binders, envelopes, printer toner).
- **Rationale:** Purchase educational materials for preschool-aged students with disabilities to support cognitive, social-emotional, and motor skill development. Includes supplies for staff organization and parent communication.
- **Outcome Goal:** Improve outcomes in early language, social skills, and appropriate behaviors.

5. Indirect Costs - (overspend on line that paid [redacted] with all indirect costs for 2023-2024 grants)

- **Allocated:** $30,791.32 (IDEA)
- **Paid to Date:** $23,920.93
- **Remaining:** $6,870.39
- **What It's Being Used For:** Covers administrative costs related to grant management, including compliance monitoring and reporting.
- **Rationale:** Covers administrative costs for managing the grant in compliance with state and federal requirements.
- **Outcome Goal:** Ensure proper oversight and use of grant funds.

Title II Grant Summary - 2023-2024

Grant Overview:

- **Total Grant Amount:** $330,196.53
- **Paid to Date:** $242,899.34
- **Remaining Balance:** $87,297.19

Spending Details with Rationale

1. Project-Based Learning Training - Is there a contract with this organization? How are we measuring impact? [redacted] will check this. Yes- PBLWorks.

- **Allocated:** $15,650.00
- **Paid to Date:** $5,150.00
- **Remaining Balance:** $10,500.00
- **What It's Being Used For:** This activity supports the provision of the Buck Institute's (1) Teacher Online Consultancy package for the 24-25 school year, which consists of 20 hours of individualized professional development for staff targeted to meet their individual needs for PBL design/work in the classroom ($5,150.00) and (2) PBL Classroom Walkthroughs conducted during an onsite visit ($10,500).
- **Rationale:** Enhances innovative teaching methods to engage students actively.
- **Outcome Goal:** Improved instructional practices and deeper student understanding.

2. Mentorship for Principals and Assistant Principals - Amendment made (Arx Ed $7350)

- **Allocated:** $17,500.00
- **Paid to Date:** $7,500.00
- **Remaining Balance:** $10,000.00
- **What It's Being Used For:**
  - Mentor fees through the New Hampshire Association of School Principals (NHASP).
  - Coaching sessions designed to build leadership capacity.
- **Rationale:** Strengthen leadership capacity through mentorship.
- **Outcome Goal:** Enhanced school leadership and culture.

3. Monarch School Equitable Services - Can't touch this.

- **Allocated Amount:** $5,087.35
- **Paid Amount:** $4,499.00
- **Remaining Balance:** $588.35
- **What It's Being Used For:** Certification program costs for two staff members to become Non-Violent Crisis Prevention Intervention (CPI) instructors.
- **Rationale:** Train staff in non-violent crisis intervention techniques.
- **Outcome:** Reduced physical altercations and increased staff expertise.

4. Annual National Dropout Prevention Conference - How are we measuring impact? Amendment needed: Annie.

- **Allocated Amount:** $10,880.00
- **Paid Amount:** $9,011.01
- **Remaining Balance:** $1,868.99
- **Use of Funds:**

- Registration fees for four staff members to attend the National Dropout Prevention Conference ($4,480).
- Travel expenses, including airfare, hotel, meals, and ground transportation for four participants ($6,400 estimated, $4,531.01 paid).
- Certification in Trauma-Skilled Specialist Program for all attendees ($1,500).

- **Rationale:** To increase staff expertise in trauma-informed practices and dropout prevention strategies.
- **Outcome:** Enhanced capacity to implement social-emotional supports and interventions, with improved tiered support systems for the 2024-2025 school year.

5. **Critical Incident Response Team (CIRT) - Will be fully expended by May.**

- **Allocated Amount:** $10,183.20
- **Paid Amount:** $5,091.60
- **Remaining Balance:** $5,091.60
- **Use of Funds:**
  - Annual stipends for the Lead Coach ($2,500/year for 2 years) and Assistant Lead Coach ($1,500/year for 2 years).
  - Social security contributions and state retirement costs for stipends.
- **Rationale:** Develop and maintain a team of mental health service providers to respond to traumatic events in the district.
- **Outcome:** Adequately trained team to minimize disruptions to learning caused by crises and ensure a supportive school climate.

6. **Multi-Tiered System of Supports (MTSS) District Team - What is our measure to determine impact? Fully expended by May.**

- **Allocated Amount:** $10,183.20
- **Paid Amount:** $5,091.60
- **Remaining Balance:** $5,091.60
- **Use of Funds:**
  - Stipends for two MTSS coaches ($2,000/year for two years).
  - Social security contributions and state retirement costs for stipends.
- **Rationale:** Ensure the MTSS District Team has adequately trained coaches to support Tier I, II, and III interventions.
- **Outcome:** Effective implementation of MTSS, leading to improved academic and behavioral interventions across the district.

7. **New Teacher Mentoring - How are we measuring impact? Fully expended by May. [redacted] will confirm amount. $9000 is available.**

- **Allocated Amount:** $49,006.65
- **Paid Amount:** $0
- **Remaining Balance:** $49,006.65
- **Use of Funds:**
  - Stipends for a Lead Mentor Coordinator ($2,500) and four Assistant Mentor Coordinators ($1,500 each).
  - $500/year stipends for 60 mentors.
  - Social security contributions and state retirement costs for stipends.
- **Rationale:** Support new teachers through year-long mentorship to improve instructional effectiveness and teacher retention.
- **Outcome:** Enhanced teacher capacity, classroom management, and district alignment for new educators.

Title III Grant Summary 2023-2024

Grant Overview:

- **Total Grant Amount:** $17,097.14
- **Paid to Date:** $6,331.26
- **Remaining Balance:** $10,765.88

Spending Details with Rationale

1. Language Instruction Educational Supplies - How are we measuring impact? Will be fully expended by [redacted]

- **Allocated:** $2,000.00
- **Paid to Date:** $75.12
- **Remaining Balance:** $1,924.88
- **What It's Being Used For:**
  - Purchase of *English 3D Curriculum* ($1,157.10).
  - Three collapsible rolling carts for ESOL devices ($89.97 each).
  - Two laptops with accessories ($752.93 total).
- **Rationale:**
  - Provides supplemental instructional resources to support ESOL students in developing their English language skills.
  - Ensures access to modern, portable resources for better engagement and learning outcomes.
- **Outcome Goal:** 20% of students receiving these resources will show an increase in WIDA ACCESS scores for the 2024-25 school year.

2. Temporary ESOL Instructor - How are we measuring impact? Make an amendment. AMENDMENT DONE. TRANSLATIONS/INTERPRETATIONS

- **Allocated:** $6,011.38
- **Paid to Date:** $0.00
- **Remaining Balance:** $6,011.38
- **What It's Being Used For:**
  - Hiring a temporary ESOL instructor for 12 weeks (November 2024–March 2025).
  - Covers salary ($5,584.19) and Social Security contributions ($427.19).
- **Rationale:**
  - Provides targeted, supplemental language instruction for students identified as needing additional support.
  - Focuses on McClelland and William Allen Elementary Schools, where WIDA scores indicate higher needs.
- **Outcome Goal:** Increase language proficiency and WIDA scores for at least 20% of the students receiving additional instruction.

3. Professional Development for ESOL Staff - How are we measuring impact? Amendment AnnieAMENDMENT DONE. TRANSLATIONS/INTERPRETATIONS

- **Allocated:** $8,152.50
- **Paid to Date:** $6,095.71
- **Remaining Balance:** $2,056.79
- **What It's Being Used For:**
  - Sending two ESOL teachers and one administrator to the 2024 TESOL International Conference in Tampa, FL.

- Includes registration ($1,185), TESOL membership ($315), lodging ($3,528), flights ($1,950), per diem meals ($724.50), and travel-related expenses ($450).
- **Rationale:**
  - Provides exposure to the latest research and best practices in ESOL instruction.
  - Enhances teaching strategies and curriculum implementation in the district.
- **Outcome Goal:** Improved instructional practices, resulting in higher student achievement and better classroom engagement.

4. Family Engagement Event [redacted] will organize before this school year concludes.

- **Allocated:** $500.00
- **Paid to Date:** $0.00
- **Remaining Balance:** $500.00
- **What It's Being Used For:**
  - Organizing a family event to promote English language learning through literacy activities.
  - Includes purchasing content-appropriate books and educational supplies for families.
- **Rationale:**
  - Engages families in supporting their children's language development.
  - Strengthens the home-school connection for ESOL families.
- **Outcome Goal:** 20% of parents at each school attend the event, fostering increased family engagement.

5. Indirect Costs - (overspend on line that paid [redacted] with all indirect costs for 2023-2024 grants)

- **Allocated:** $433.26
- **Paid to Date:** $160.43
- **Remaining Balance:** $272.83
- **What It's Being Used For:** Administrative costs for managing and reporting grant activities.
- **Rationale:** Ensures proper oversight and compliance with grant guidelines.
- **Outcome Goal:** Effective and compliant grant management.

Title IV Grant Summary 2023-2024

Grant Overview:

- **Total Grant Amount:** $192,231.87
- **Paid to Date:** $23,147.45
- **Remaining Balance:** $169,084.42

Spending Details with Rationale

1. Rochester Middle School (RMS) Academic Support Programs - Will this be expended by the end of the year? How are we measuring impact? [redacted] FEV tutoring has dissolved. The rest is on schedule.

- **Allocated:** $40,194.37
- **Paid to Date:** $0.00
- **Remaining Balance:** $40,194.37
- **What It's Being Used For:**
  - **Saturday Academic Instruction:** Four Saturdays of academic support for up to 30 students per session, with teachers and paraprofessionals providing focused help in math, science, ELA, and other subjects.
  - **Afterschool Academic Support:** Biweekly sessions with four rotating teachers supporting up to 30 students per session.
  - **FEV Tutoring Contract:** Virtual tutoring tailored to individual student needs, integrated with school assessments, and accessible 24/7.
- **Rationale:** Addresses learning gaps among RMS students, particularly underrepresented subgroups, by offering additional academic opportunities.
- **Outcome Goal:** Increase student achievement in math and ELA by 10% for students who regularly attend.

2. Bud Carlson Academy Acadia Field Ecology Course - Are we still using the funds as intended? How are we measuring impact? [redacted] spring)

- **Allocated:** $4,564.05
- **Paid to Date:** $0.00
- **Remaining Balance:** $4,564.05
- **What It's Being Used For:**
  - A four-day experiential learning program at Acadia National Park for 12 students, including pre-trip readings, data collection, and ecological lessons.
  - Covers travel, lodging, park fees, and teacher stipends.
- **Rationale:** Provides hands-on science education to deepen understanding of ecological systems and promote student engagement.
- **Outcome Goal:** Increase student proficiency in state science assessments by 10%.

3. Spaulding High School Raider Pathway Program - Make an amendment

- **Allocated:** $2,600.00
- **Paid to Date:** $0.00
- **Remaining Balance:** $2,600.00
- **What It's Being Used For:** One-day ropes course at UNH's Brown Center to enhance confidence, conflict resolution, and social skills for at-risk students.
- **Rationale:** Addresses social-emotional needs and builds teamwork and resilience in students struggling academically or socially.

- **Outcome Goal:** 75% of participants self-report increased confidence and social skills.

4. McClelland Kindergarten Transition Program - Is this for summer of 2025? What's our metric? [redacted] Yes - for this summer. Working on the metric.

- **Allocated:** $2,621.83
- **Paid to Date:** $0.00
- **Remaining Balance:** $2,621.83
- **What It's Being Used For:** A one-day summer program to support incoming kindergarten students and their families, including teacher and paraeducator salaries and supplies.
- **Rationale:** Reduces anxiety and ensures readiness for the school year by identifying and addressing student needs early.
- **Outcome Goal:** 100% of participating students and families feel prepared for kindergarten.

5. Spaulding High School Jumpstart Program - Why wasn't this allocated this past summer or did we not run it or are we running it the summer of 2025? [redacted] - will be expended by July 2025

- **Allocated:** $15,144.62
- **Paid to Date:** $0.00
- **Remaining Balance:** $15,144.62
- **What It's Being Used For:**
  - Four-week summer program offering math and ELA interventions for incoming freshmen, as well as social-emotional learning activities.
  - Includes teacher and paraeducator salaries, a teacher leader stipend, supplies, and a field trip to Seacoast Science Center.
- **Rationale:** Prepares at-risk students for high school by strengthening academic skills and fostering a sense of belonging.
- **Outcome Goal:** Improve math and ELA scores by 10% for participants.

6. CTE Exploratory Summer Camp - Why wasn't this allocated this past summer or did we not run it? [redacted] will run summer of 2025.

- **Allocated:** $5,811.56
- **Paid to Date:** $0.00
- **Remaining Balance:** $5,811.56
- **What It's Being Used For:** A summer camp for career exploration in six career and technical education (CTE) programs, providing hands-on activities for students.
- **Rationale:** Helps students explore potential career pathways and increases awareness of CTE options.
- **Outcome Goal:** 20% increase in enrollment in CTE programs among participants.

7. Rochester Middle School Social Worker - Are these funds being used as intended? Who is it? [redacted]

- **Allocated:** $56,354.65
- **Paid to Date:** $11,232.03
- **Remaining Balance:** $45,122.62
- **What It's Being Used For:** Full-time social worker position to support students and families, addressing barriers like attendance, trauma, and mental health.
- **Rationale:** Provides critical social-emotional support and connects families with community resources.
- **Outcome Goal:** 50% reduction in disciplinary infractions for students receiving support.

8. MTSS/PBIS Support for Rochester Middle School - Are these funds being used as intended? Who/how are we progress monitoring this? [redacted] will see if it was charged to another account.

- **Allocated:** $18,400.00
- **Paid to Date:** $0.00
- **Remaining Balance:** $18,400.00
- **What It's Being Used For:** Consultation services for implementing Tier I and II SEL supports and PBIS frameworks, including visual aids for behavioral expectations.
- **Rationale:** Promotes a positive school climate and reduces disciplinary referrals.
- **Outcome Goal:** 10% reduction in office discipline referrals.

9. Technology Integration Program - Are these funds being used as intended? Is this Beth? Will we use it all? Make an amendment for the entire salary.

- **Allocated:** $39,907.02
- **Paid to Date:** $9,079.85
- **Remaining Balance:** $30,827.17
- **What It's Being Used For:** Education Technology Coach position to support students and staff in using digital tools effectively for learning.
- **Rationale:** Enhances student engagement and learning through better integration of technology.
- **Outcome Goal:** Increased academic scores for students receiving support.

10. Indirect Costs - How are these funds being utilized? (overspend on line that paid Robert Half with all indirect costs for 2023-2024 grants)

- **Allocated:** $4,384.77
- **Paid to Date:** $586.57
- **Remaining Balance:** $3,798.20
- **What It's Being Used For:** Administrative costs for managing the grant.
- **Rationale:** Ensures compliance and effective use of funds.
- **Outcome Goal:** Proper management and reporting of grant activities.

Bud Carlson Academy CSI Grant 2024-2025

TARGET ALLOCATION:	$45,022.55
INDIRECT COST RATE:	2.60 %
MAX ALLOWED INDIRECT COSTS:	$1,140.92

Title I Grant Summary 2024-2025

Grant Overview:

- **Total Grant Amount:** $1,645,364.25
- **Paid to Date:** $249,949.93
- **Remaining Balance:** $1,395,414.32

Spending Details with Rationale

1. William Allen School Title I Program - WILL THESE FUNDS BE EXPENDED AS OUTLINED BY AUGUST 2025 NOT INCLUDING ITEMS OUTSIDE OF PERSONNEL? How are we measuring impact?
INTENT IS TO USE FOR NEXT SCHOOL YEAR - DO NO EXPEND ANY FURTHER

- **Allocated:** $387,422.44
- **Paid to Date:** $65,576.96
- **Remaining Balance:** $321,845.48
- **What It's Being Used For:**
  - Salaries for 3.0 FTE Title I teachers, 1.0 FTE social worker, and 1.0 FTE school counselor.
  - SEL curriculum and instructional supplies, including Project Wayfinder SEL materials, reading and math intervention materials, and web-based tools like *Investigation in Number, Data & Space*.
- **Rationale:** Supports targeted instruction and social-emotional learning to improve academic outcomes for underserved students.
- **Outcome Goal:** Over 50% of students achieve their target growth in math and reading as measured by NWEA and DIBELS.

2. Gonic School Title I Program - WILL THESE FUNDS BE EXPENDED AS OUTLINED BY AUGUST 2025? How are we measuring impact? INTENT IS TO USE FOR NEXT SCHOOL YEAR - DO NO EXPEND ANY FURTHER

- **Allocated:** $192,312.95
- **Paid to Date:** $6,500.00
- **Remaining Balance:** $185,812.95
- **What It's Being Used For:**
  - Salaries for 1.0 FTE Title I teacher and 1.0 FTE social worker.
  - Instructional materials, books, and SEL curriculum through Project Wayfinder.
- **Rationale:** Provides instructional and social-emotional support for students to meet academic benchmarks.
- **Outcome Goal:** 50% of students will exceed predicted growth in math and reading.

3. School Street School Title I Program - WILL THESE FUNDS BE EXPENDED AS OUTLINED BY AUGUST 2025 NOT INCLUDING ITEMS OUTSIDE OF PERSONNEL? How are we measuring impact?
INTENT IS TO USE FOR NEXT SCHOOL YEAR - DO NO EXPEND ANY FURTHER

- **Allocated:** $130,193.56
- **Paid to Date:** $33,304.65
- **Remaining Balance:** $96,888.91
- **What It's Being Used For:**
  - Salaries for 0.50 FTE school counselor and 1.0 FTE math teacher.
  - SEL curriculum and instructional resources such as math manipulatives and reading interventions.
- **Rationale:** Strengthens math instruction and SEL support for students requiring additional academic assistance.
- **Outcome Goal:** Over 50% of students meet their NWEA math and reading targets.

4. Chamberlain Street School Title I Program - WILL THESE FUNDS BE EXPENDED AS OUTLINED BY AUGUST 2025 NOT INCLUDING ITEMS OUTSIDE OF PERSONNEL? How are we measuring impact?
INTENT IS TO USE FOR NEXT SCHOOL YEAR - DO NO EXPEND ANY FURTHER

- **Allocated:** $271,234.30
- **Paid to Date:** $47,501.40
- **Remaining Balance:** $223,732.90
- **What It's Being Used For:**
  - Salaries for 1.5 FTE Title I teachers, 1.0 FTE social worker, and 0.8 FTE paraeducator.
  - SEL and instructional materials, including books and intervention resources.
- **Rationale:** Provides intensive instructional and SEL support to Title I students.
- **Outcome Goal:** Over 50% of students achieve their NWEA math and reading growth goals.

5. East Rochester School Title I Program - WILL THESE FUNDS BE EXPENDED AS OUTLINED BY AUGUST 2025? How are we measuring impact?
INTENT IS TO USE FOR NEXT SCHOOL YEAR - DO NO EXPEND ANY FURTHER

- **Allocated:** $193,234.59
- **Paid to Date:** $46,290.46
- **Remaining Balance:** $146,944.13
- **What It's Being Used For:**
  - Salaries for 2.0 FTE Title I teachers.
  - SEL and instructional supplies, including Project Wayfinder materials and intervention tools.
- **Rationale:** Supports targeted instructional services for underserved students.
- **Outcome Goal:** Over 50% of students meet their NWEA math and reading targets.

6. Administrative Set-Aside for Federal Grant Management - NEED AN AMENDMENT; OUR NEW ACCOUNTING AND GRANTS MANAGER WILL BE 100% FUNDED THROUGH TITLE I. INTENT IS TO USE FOR NEXT SCHOOL YEAR - DO NO EXPEND ANY FURTHER

- **Allocated:** $112,071.17
- **Paid to Date:** $23,847.23
- **Remaining Balance:** $88,223.94
- **What It's Being Used For:** Salaries and benefits for the Title I Director (0.7 FTE), tuition reimbursement, travel, and general supplies.
- **Rationale:** Ensures effective management, oversight, and compliance with Title I funding requirements.
- **Outcome Goal:** Maintain compliance with funding regulations and support schools in achieving academic targets.

7. Family Engagement Activities - LET'S JOURNAL ENTRY OUR FAMILY ENGAGEMENT ROUNDTABLE EXPENDITURES AND FUTURE ONES; ARE THERE ANY OTHER FACE EVENTS IN ANY OF OUR 5 TITLE I SCHOOLS THAT WE CAN JOURNAL ENTRY?

- **Allocated:** $16,453.64
- **Paid to Date:** $222.22
- **Remaining Balance:** $16,231.42
- **What It's Being Used For:** Family engagement events, including supplies, books, childcare, and teacher stipends for activities outside regular hours.
- **Rationale:** Increases parent involvement to support children's learning at home.
- **Outcome Goal:** Strengthen family-school partnerships and improve student learning outcomes.

8. McKinney-Vento Homeless Program Set-Aside - WE WILL MAKE AN AMENDMENT; WE WILL NOT BE BACKFILLING [redacted] POSITION; WE'LL FUND OUR INSTRUCTIONAL COACHES THROUGH TITLE I.

INTENT IS TO USE FOR NEXT SCHOOL YEAR - DO NO EXPEND ANY FURTHER

- **Allocated:** $116,916.84
- **Paid to Date:** $20,404.08
- **Remaining Balance:** $96,512.76
- **What It's Being Used For:**
  - Salaries for the McKinney-Vento liaison (0.87 FTE) and assistant (part-time).
  - Office supplies, student materials, and transportation costs for homeless students.
- **Rationale:** Ensures homeless students receive transportation and resources for educational stability.
- **Outcome Goal:** Homeless students achieve comparable academic growth to their housed peers.

9. Transportation for McKinney-Vento Students - ARE WE UTILIZING THESE FUNDS FOR MCKINNEY VENTO?
INTENT IS TO USE FOR NEXT SCHOOL YEAR - DO NO EXPEND ANY FURTHER, IF POSSIBLE

- **Allocated:** $185,749.51
- **Paid to Date:** $0.00
- **Remaining Balance:** $185,749.51
- **What It's Being Used For:** Supplementary transportation costs for homeless students in compliance with the McKinney-Vento Act.
- **Rationale:** Supports attendance and access to education for students experiencing homelessness.
- **Outcome Goal:** Ensure all McKinney-Vento students attend school consistently.

10. Professional Development for McKinney-Vento Implementation - DID THIS PAY FOR [redacted] FLORIDA PD?

- **Allocated:** $4,600.00
- **Paid to Date:** $1,401.96
- **Remaining Balance:** $3,198.04
- **What It's Being Used For:** Registration and travel for the McKinney-Vento liaison and Title I Director to attend the Annual National Association for the Education of Homeless Children and Youth Conference.
- **Rationale:** Enhances knowledge of McKinney-Vento regulations and effective practices for supporting homeless students.
- **Outcome Goal:** Improved district-level expertise to better support homeless children and families.

11. Equitable Services for Non-Public Schools - IS THIS STAFF BEING PAID TO SERVICE [redacted] How are we measuring impact?

- **Allocated:** $2,913.21
- **Paid to Date:** $0.00
- **Remaining Balance:** $2,913.21
- **What It's Being Used For:** Tutoring services and instructional supplies for one eligible student attending a non-public school.
- **Rationale:** Provides equitable academic support in compliance with Title I requirements.
- **Outcome Goal:** Academic growth and success for the eligible student.

12. Indirect Costs - WHAT IS THIS BEING USED FOR?

- **Allocated:** $32,262.04
- **Paid to Date:** $4,900.97
- **Remaining Balance:** $27,361.07
- **What It's Being Used For:** Administrative costs associated with grant management.
- **Rationale:** Ensures effective use and compliance of Title I funds.
- **Outcome Goal:** Maintain proper oversight of grant activities.

Title II Grant Summary 2024-2025

Grant Overview:

- **Total Grant Amount:** $366,841.85
- **Paid to Date:** $174,778.51
- **Remaining Balance:** $192,063.34

Spending Details with Rationale

1. Multi-Tiered Systems of Support (MTSS) Coaching - ARE STIPENDS BEING PAID? UNH? How are we measuring impact?

INTENT IS TO USE FOR NEXT SCHOOL YEAR - DO NO EXPEND ANY FURTHER

- **Allocated:** $26,472.50
- **Paid to Date:** $0.00
- **Remaining Balance:** $26,472.50
- **What It's Being Used For:** Contracting with the University of New Hampshire's Institute on Disability to provide ongoing coaching for MTSS teams, including monthly district coaching and quarterly meetings for Tier I, II, and III teams.
- **Rationale:** Ensures consistent, evidence-based academic and behavioral interventions across all schools.
- **Outcome Goal:** Achieve 60% fidelity on Tier I implementation and 40% on Tier II and III as measured by the Tiered Fidelity Inventory (TFI). Reduce discipline referrals and improve school culture.

2. Panorama Student Success and Stakeholder Surveys - WHY DIDN'T WE EXPEND THIS ENTIRELY? The balance will be used for the FY26 invoice.

- **Allocated:** $32,653.33
- **Paid to Date:** $16,326.67
- **Remaining Balance:** $16,326.66
- **What It's Being Used For:**
    - Implementation of Panorama's SEL and stakeholder surveys, data tracking, and progress monitoring for teachers and administrators.
    - Includes training for teachers on data-driven decision-making and SEL integration.
- **Rationale:** Provides a data platform to enhance teacher capacity and retention while improving student outcomes.
- **Outcome Goal:** Increased teacher retention rates and improved student NWEA results and SEL engagement.

3. Personalized Learning Professional Development: Portrait of a Learner - ED ELEMENTS - We need to have a measure to determine impact.

- **Allocated:** $92,123.00
- **Paid to Date:** $46,061.00
- **Remaining Balance:** $46,062.00
- **What It's Being Used For:**
    - Contract with Education Elements to refine personalized learning strategies through the "Portrait of a Learner" initiative.
    - Includes consultation and training for leadership and staff to align instruction with strategic goals.
- **Rationale:** Enhances personalized learning strategies to ensure a cohesive, future-focused approach to student success.
- **Outcome Goal:** Improved student outcomes on NWEA and state assessments, with enhanced teacher capacity and satisfaction.

4. Teacher Leadership for Competency-Based Learning - WHO IS BEING PAID FOR THIS? How are we measuring impact?

INTENT IS TO USE FOR NEXT SCHOOL YEAR - DO NO EXPEND ANY FURTHER

- **Allocated:** $7,637.40
- **Paid to Date:** $0.00
- **Remaining Balance:** $7,637.40
- **What It's Being Used For:** Stipends for 12 teacher leaders (two per grade level, K-5) to support their peers in implementing competency-based learning.
- **Rationale:** Provides teacher leadership to ensure rigorous and relevant curricula, fostering collaboration and improving instructional strategies.
- **Outcome Goal:** Increase student engagement and performance by embedding effective instructional practices district-wide.

5. Teacher Leadership in Literacy and Mathematics - WHO IS BEING PAID FOR THIS? How are we measuring impact?

INTENT IS TO USE FOR NEXT SCHOOL YEAR - DO NO EXPEND ANY FURTHER

- **Allocated:** $2,545.75
- **Paid to Date:** $0.00
- **Remaining Balance:** $2,545.75
- **What It's Being Used For:** Two stipends for teacher leaders in elementary-level literacy and mathematics to collaborate with the Curriculum, Instruction, and Assessment Coach.
- **Rationale:** Strengthens core instruction in literacy and math through targeted teacher leadership.
- **Outcome Goal:** Improved student achievement in math and literacy as measured by district assessments.

6. Indirect Costs - WHAT IS THIS BEING USED FOR?

- **Allocated:** $3,427.03
- **Paid to Date:** $1,446.13
- **Remaining Balance:** $1,980.90
- **What It's Being Used For:** Administrative costs to ensure effective management and compliance with grant requirements.
- **Rationale:** Supports oversight and reporting of all grant activities.
- **Outcome Goal:** Effective fiscal and programmatic management of grant funds.

Title III Grant Summary 2024-2025 - RETURNED - LET'S FUND A % OF FACE DIRECTOR

Grant Overview:

- **Total Grant Amount:** $16,031.76
- **Paid to Date:** $1,530.00
- **Remaining Balance:** $14,501.76

Spending Details with Rationale

1. Language Instruction Educational Supplies - DELETE

- **Allocated:** $1,000.00
- **Paid to Date:** $0.00
- **Remaining Balance:** $1,000.00
- **What It's Being Used For:** Purchase of instructional supplies such as College Approved Word-to-Word Glossaries, updated headphones, and bilingual reading materials to support ESOL students.
- **Rationale:**Enhances access to learning tools for ESOL students, enabling better comprehension and engagement in language acquisition.
- **Outcome Goal:**Increased student engagement and improvement in WIDA scores as a measure of language proficiency.

2. Family and Community Engagement Event - DELETE?

- **Allocated:** $500.00
- **Paid to Date:** $0.00
- **Remaining Balance:** $500.00
- **What It's Being Used For:**
  - Hosting a family literacy event to promote English language learning through community engagement.
  - Families will receive at least one content-appropriate book and educational supplies to extend learning at home.
- **Rationale:** Strengthens family engagement by providing resources and strategies to support students outside of school.
- **Outcome Goal:** 20% of EL parents at each school will attend, fostering stronger school-family relationships.

3. Indirect Costs

- **Allocated:** $30.00
- **Paid to Date:** $0.00
- **Remaining Balance:** $30.00
- **What It's Being Used For:** Administrative expenses for effective grant management and compliance with federal regulations.
- **Rationale:** Ensures proper oversight and reporting of grant activities.
- **Outcome Goal:** Effective and compliant management of the grant.

Title IV Grant Summary 2024-2025 - RETURNED - LET'S FUND C&C SPECIALISTS

Grant Overview:

- **Total Grant Amount:** $201,998.46
- **Paid to Date:** $0.00
- **Remaining Balance:** $201,998.46

1. Rochester Middle School (RMS) Social Worker - DID WE HIRE THIS POSITION? There is one earmarked with 2023-2024 grant funds. How are we measuring impact?

- **Allocated:** $57,748.27
- **Paid to Date:** $0.00
- **Remaining Balance:** $57,748.27
- **What It's Being Used For:**
  - Salary and benefits for a full-time Social Worker during the 2025-26 school year.
  - Supports students and families by addressing barriers such as school attendance, homelessness, trauma, and disciplinary issues.
  - Conducts home visits, provides individual and group counseling, and connects families with community resources.
- **Rationale:** Improves academic outcomes and school culture by addressing personal and psychological challenges impacting student success.
- **Outcome Goal:**
  - 70% of students and families working with the Social Worker will report increased access to resources.
  - 50% of participating students will show reduced disciplinary infractions and improved academic performance.

2. Education Technology Coach - [redacted] being paid out of this? This is also being paid out of a 2023-2024 grant. How are we measuring impact?

- **Allocated:** $40,572.03
- **Paid to Date:** $0.00
- **Remaining Balance:** $40,572.03
- **What It's Being Used For:**
  - Funds 0.65 FTE of a district-wide Education Technology Coach.
  - Provides 1:1 support to students and teachers in effectively using online tools and digital curriculum platforms.
  - Enhances engagement and accessibility for programs such as Google Classroom, IXL, Amplify, and iReady.
- **Rationale:** Addresses technology-related barriers to learning by providing direct support to staff and students.
- **Outcome Goal:**
  - 100% of supported students will demonstrate effective use of online tools.
  - Increased academic assessment scores across K-12 grades as students improve their use of digital resources.

3. Indirect Costs

- **Allocated:** $1,966.41
- **Paid to Date:** $0.00
- **Remaining Balance:** $1,966.41
- **What It's Being Used For:** Administrative costs associated with managing the Title IV grant.
- **Rationale:** Ensures compliance with grant requirements and effective program implementation.
- **Outcome Goal:** Proper fiscal management and reporting of all grant activities.

IDEA/Preschool Grant Summary 2024-2025 - RETURNED

Grant Overview:

- **Total IDEA Grant Amount:** $1,185,012.32
- **Paid to Date:** $255,753.96
- **Remaining Balance:** $929,258.36
- **Total Preschool Grant Amount:** $37,805.54
- **Paid to Date:** $10,917.12
- **Remaining Balance:** $26,888.42

Spending Details with Rationale

1. Mainstream Liaison and Special Education Teachers - WHO ARE THESE TEACHERS AND WILL THIS BE EXPENDED BY AUGUST 2025? How are we measuring impact?

- **Allocated:** $657,152.10
- **Paid to Date:** $127,522.90
- **Remaining Balance:** $529,629.20
- **What It's Being Used For:**
  - Salaries and benefits for:
    - 1 full-time Mainstream Liaison ($80,830.14 salary + benefits).
    - 4 full-time special education teachers at elementary and high school levels ($345,477.14 salaries + benefits).
  - Supports transition of students from out-of-district placements to least restrictive settings.
- **Rationale:** Addresses the need for specialized support for students with IEPs in transitioning and providing direct instruction.
- **Outcome Goal:** Increase in the percentage of students successfully reintegrated into public schools.

2. Preschool Special Education Teacher - WHO IS THIS? WILL THIS BE EXPENDED BY AUGUST 2025? How are we measuring impact?

- **Allocated:** $36,655.67
- **Paid to Date:** $10,917.12
- **Remaining Balance:** $25,738.55
- **What It's Being Used For:** Salaries and benefits for a part-time (0.31 FTE) preschool special education teacher.
- **Rationale:** Provides early intervention and supports families navigating the special education process for the first time.
- **Outcome Goal:** Improved readiness and outcomes for preschool students with IEPs.

3. Preschool General Supplies - ARE WE PURCHASING THIS?

- **Allocated:** $1,149.87
- **Paid to Date:** $0.00
- **Remaining Balance:** $1,149.87
- **What It's Being Used For:** Purchase of educational materials such as manipulatives, workbooks, and art supplies for preschool students with IEPs.
- **Rationale:** Enhances engagement and learning outcomes for preschool students.
- **Outcome Goal:** Demonstrated improvement in preschool learning outcomes and developmental milestones.

4. Special Education Court Liaison - STIPEND FOR [redacted] OR ROLL INTO A POSITION TO TAKE THIS OVER? Determine metric to measure impact.

- **Allocated:** $13,802.80
- **Paid to Date:** $3,677.10
- **Remaining Balance:** $10,125.70
- **What It's Being Used For:** Salary and benefits for a part-time (0.13 FTE) Court Liaison to manage court-related IEP compliance for students.
- **Rationale:** Ensures compliance with legal requirements and reduces barriers for students with IEPs involved in court orders.
- **Outcome Goal:** Reduced dropout rates and improved academic compliance for students with court-ordered IEPs.

5. Contracted School Psychologist Services - Are we not using this for as intended?

- **Allocated:** $264,310.87
- **Paid to Date:** $0.00
- **Remaining Balance:** $264,310.87
- **What It's Being Used For:**
  - Contract with Boothby Therapy Services for up to 10 days/week of psychological services.
  - Includes evaluations, therapy, and consultation for teachers, staff, and parents.
- **Rationale:** Addresses critical shortages in school psychology services and ensures timely evaluations and support.
- **Outcome Goal:** Improved IEP compliance and outcomes for students requiring psychological services.

6. Special Education Facilitator/Coordinator - IS THIS [redacted] WILL FUNDS BE EXPENDED BY AUGUST, 2025?

- **Allocated:** $128,318.62
- **Paid to Date:** $26,361.57
- **Remaining Balance:** $101,957.05
- **What It's Being Used For:** Full-time (1.0 FTE) position to support IEP teams year-round and manage transitions between school levels.
- **Rationale:** Provides continuity and expertise in developing and monitoring IEPs.
- **Outcome Goal:** Improved post-secondary transition planning and increased parent satisfaction with IEP services.

7. Extended School Year (ESY) Services - Why did we use 2024-2025 funds for this past summer's ESY? The dates were July-August 2024, which were FY25.

- **Allocated:** $98,192.39
- **Paid to Date:** $98,192.39
- **Remaining Balance:** $0.00
- **What It's Being Used For:**
  - Salaries and benefits for ESY teachers, paraprofessionals, and service providers.
  - Includes contracted services with Bill White Consulting for autism and behavioral support specialists.
- **Rationale:** Prevents regression of skills during the summer for students with IEPs.
- **Outcome Goal:** Maintenance or improvement of IEP goals for students receiving ESY services.

8. Indirect Costs - WHAT IS THIS BEING USED FOR?

- **Allocated:** $23,235.54
- **Paid to Date:** $0.00
- **Remaining Balance:** $23,235.54
- **What It's Being Used For:** Administrative costs for managing and reporting grant activities.
- **Rationale:** Ensures compliance and proper fiscal oversight of IDEA/Preschool funds

- **Outcome Goal:** Effective and compliant grant administration.

SAU54 Google Apps for Education

Mckenzie Harrington-Bacote <harringtonbacote.m@sau54.org>

Fwd: 2024-2025 Title I, Part A Comparability Reporting

2 messages

[redacted]

---------- Forwarded message ---------
From: **Annie Azarloza** <azarloza.a@sau54.org>
Date: Fri, Nov 1, 2024 at 3:18 PM
Subject: Fwd: 2024-2025 Title I, Part A Comparability Reporting
[redacted]

I'll work on this. I just wanted you to know that this came in (forgot to send it your way!).

[redacted]
Date: Tue, Oct 15, 2024 at 2:46 PM
Subject: 2024-2025 Title I, Part A Comparability Reporting
To:
[redacted]

Good afternoon, Superintendents, Business Administrators, Title I Coordinators -

Demonstrating comparability of services is an annual requirement for each school district receiving federal Title I, Part A funds. In accordance with Elementary and Secondary Education Act (ESEA), a school district may only receive Title I, Part A funds if it uses state and local funds to provide services in Title I, Part A schools that, taken as a whole, are at least comparable to the services provided in schools that do not receive Title I, Part A funds.

Demonstrating comparability is a prerequisite for receiving Title I, Part A funds. Since Title I, Part A allocations are made annually, comparability is an ANNUAL requirement. Districts must demonstrate comparability in student to staff ratios by completing comparability forms provided by the New Hampshire Department of Education (NHED). The applicable forms can be found attached to this email, as well as on the NHED Title I, Part A website: Title I Part A | Department of Education (nh.gov). **All required documentation is due: December 1, 2024.**

Please note **-** even if your district is exempt from demonstrating comparability, you must still submit the Comparability Certification signed, indicating your reason for exemption.

Please review the instructions thoroughly prior to completing the required documentation. To better assist you in this process, we have scheduled two office hours to provide an overview of the process, requirements, required forms and provide time to ask any clarifying questions regarding comparability reporting. Please find the office hour details below.

The Office of ESEA Title Programs will continue to work towards providing guidance related to ESEA Title programs and their related requirements. We hope you find this helpful as we work towards streamlining our processes at NHED to meet and align with federal

law.

If you have any questions, please reach out myself or your Title I contact.

Thank you!

[redacted]

Thursday October 24, 2024, from 2:00pm – 3:00pm

Microsoft Teams Need help?

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[redacted]

Dial in by phone

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Tenant key: nhgov@m.webex.com

Video ID: 118 576 655 9

More info

For organizers: Meeting options | Reset dial-in PIN

Tuesday October 29, 2024, from 9:00am – 10:00am

Microsoft Teams Need help?

Join the meeting now

[redacted]

[redacted]

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+1 603-931-4944,,117237829# United States, Concord

Find a local number

Phone conference ID: 117 237 829#

Join on a video conferencing device

Tenant key: nhgov@m.webex.com

Video ID: 119 702 717 3

More info

For organizers: Meeting options | Reset dial-in PIN

[redacted] **| Administrator**

Office of ESEA Title Programs

New Hampshire Department of Education

Mobile: 603-931-9471

25 Hall St., Concord NH 03301

Email: Emily.A.Fabian@doe.nh.gov

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--
Annie Azarloza
Superintendent of Schools
Rochester School District
150 Wakefield Street, Second Floor
Rochester, New Hampshire 03867
azarloza.a@sau54.org
Be the change you wish to see in the world. -Gandhi

--
Adriana Komst

[redacted]

3 attachments

24_25 ESEA Title I Part A Comparability Reporting Instructions FINAL.pdf
323K

24_25 ESEA Title I Part A Comparability Reporting Guidance_FINAL.pdf
329K

Copy of Comparability Certification Workbook _FINAL .xlsx
9163K

[redacted]

Wed, Mar 26, 2025 at 12:33 PM

I would literally read them what NHED says about the requirement of completing the Title I Comparability report annually and let them know that Annie told [redacted] in November that she would complete it and it didn't happen. Regardless of the issues with onsite compliance monitoring, if Rochester doesn't get this submitted, NHED will continue to withhold all Title I funding.

[redacted]

[Quoted text hidden]

3 attachments

24_25 ESEA Title I Part A Comparability Reporting Instructions FINAL.pdf
323K

24_25 ESEA Title I Part A Comparability Reporting Guidance_FINAL.pdf
329K

Copy of Comparability Certification Workbook _FINAL .xlsx
9163K

Subject: 2024-2025 Title I, Part A Comparability Reporting

? [redacted]

Tue, Oct 15, 2024, 2:19 PM

Good afternoon, Superintendents, Business Administrators, Title I Coordinators -

Demonstrating comparability of services is an annual requirement for each school district receiving federal Title I, Part A funds. In accordance with Elementary and Secondary Education Act (ESEA), a school district may only receive Title I, Part A funds if it uses state and local funds to provide services in Title I, Part A schools that, taken as a whole, are at least comparable to the services provided in schools that do not receive Title I, Part A funds.

Demonstrating comparability is a prerequisite for receiving Title I, Part A funds. Since Title I, Part A allocations are made annually, comparability is an ANNUAL requirement. Districts must demonstrate comparability in student to staff ratios by completing comparability forms provided by the New Hampshire Department of Education (NHED). The applicable forms can be found attached to this email, as well as on the NHED Title I, Part A website: Title I Part A | Department of Education (nh.gov). **All required documentation is due: December 1, 2024.**

Please note - even if your district is exempt from demonstrating comparability, you must still submit the Comparability Certification signed, indicating your reason for exemption.

Please review the instructions thoroughly prior to completing the required documentation. To better assist you in this process, we have scheduled two office hours to provide an overview of the process, requirements, required forms and provide time to ask any clarifying questions regarding comparability reporting. Please find the office hour details below.

The Office of ESEA Title Programs will continue to work towards providing guidance related to ESEA Title programs and their related requirements. We hope you find this helpful as we work towards streamlining our processes at NHED to meet and align with federal law.

If you have any questions, please reach out myself or your Title I contact.

Thank you!

[redacted]

Thursday October 24, 2024, from 2:00pm – 3:00pm

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[redacted]

SAU54 Google Apps for Education

[redacted]

24-25 Title I comparability

5 messages

[redacted] Tue, Mar 25, 2025 at 1:25 PM

Good afternoon [redacted]

I am working [redacted] for the Rochester School District for the remainder of the year to support with federal grant wor[redacted] Can you let us know if Rochester submitted the required Title I comparability report for this year? If so, can you forward that to us [redacted] for our records?

Thank you in advance,

[redacted]

[redacted] Tue, Mar 25, 2025 at 2:43 PM

Good afternoon, [redacted]

Rochester has not submitted the comparability reporting this year. Please see the attached original email with information. Please reach out with any questions!

Best,

[redacted] **Title I Program Coordinator**

Division of Learner Support

New Hampshire Department of Education

Phone: 603-271-3610

25 Hall St., Concord NH 03301

Email: Melinda.M.Pfaff@doe.nh.gov

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Division of Learner Support Website

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[redacted]

Sent: Tuesday, March 25, 2025 1:25 PM

[redacted]

Subject: 24-25 Title I comparability

EXTERNAL EMAIL WARNING! This email originated outside of the New Hampshire Executive Branch network. Do not open attachments or click on links unless you recognize the sender and are expecting the email. Do not enter your username and password on sites that you have reached through an email link. Forward suspicious and unexpected messages by clicking the Phish Alert button in your Outlook and if you did click or enter credentials by mistake, report it immediately to helpdesk@doit.nh.gov!

[Quoted text hidden]

---------- Forwarded message ----------

[redacted]

Bcc:
Date: Tue, 15 Oct 2024 18:19:34 +0000
Subject: 2024-2025 Title I, Part A Comparability Reporting

Good afternoon, Superintendents, Business Administrators, Title I Coordinators -

Demonstrating comparability of services is an annual requirement for each school district receiving federal Title I, Part A funds. In accordance with Elementary and Secondary Education Act (ESEA), a school district may only receive Title I, Part A funds if it uses state and local funds to provide services in Title I, Part A schools that, taken as a whole, are at least comparable to the services provided in schools that do not receive Title I, Part A funds.

Demonstrating comparability is a prerequisite for receiving Title I, Part A funds. Since Title I, Part A allocations are made annually, comparability is an ANNUAL requirement. Districts must demonstrate comparability in student to staff ratios by completing comparability forms provided by the New Hampshire Department of Education (NHED). The applicable forms can be found attached to this email, as well as on the NHED Title I, Part A website: Title I Part A | Department of Education (nh.gov). **All required documentation is due: December 1, 2024.**

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The Office of ESEA Title Programs will continue to work towards providing guidance related to ESEA Title programs and their related requirements. We hope you find this helpful as we work towards streamlining our processes at NHED to meet and align with federal law.

If you have any questions, please reach out myself or your Title I contact.

Thank you!

[redacted]

Thursday October 24, 2024, from 2:00pm – 3:00pm

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Tenant key: nhgov@m.webex.com

Video ID: 118 576 655 9

More info

For organizers: Meeting options | Reset dial-in PIN

Tuesday October 29, 2024, from 9:00am – 10:00am

Microsoft Teams Need help?

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[redacted]

Dial in by phone

+1 603-931-4944,,117237829# United States, Concord

Find a local number

Phone conference ID: 117 237 829#

Join on a video conferencing device

Tenant key: nhgov@m.webex.com

Video ID: 119 702 717 3

More info

For organizers: Meeting options | Reset dial-in PIN

[redacted] **Administrator**

Office of ESEA Title Programs

New Hampshire Department of Education

Mobile: 603-931-9471

25 Hall St., Concord NH 03301

Email: Emily.A.Fabian@doe.nh.gov

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4 attachments

24_25 ESEA Title I Part A Comparability Reporting Instructions FINAL.pdf
323K

24_25 ESEA Title I Part A Comparability Reporting Guidance_FINAL.pdf
329K

Copy of Comparability Certification Workbook _FINAL .xlsx
9163K

2024-2025 Title I, Part A Comparability Reporting.eml
13485K

[redacted] Wed, Mar 26, 2025 at 12:52 PM

Hi [redacted]

Thank you for getting back to me so quickly. When I select Rochester in the dropdown box on the detailed school data sheet, it lists all Rochester schools as Title I and has an error for East Rochester (see attached). For 24-25, there are only 5 Title I schools in Rochester: East Rochester, William Allen, School Street, Chamberlain, and Gonic. All are schoolwide except Gonic, which is targeted. It also says "NO" for use as comparison school for all of them.

Can you provide assistance in how to get the populated information corrected and which schools we should be using as our comparison schools?

Thank you in advance for any guidance you can provide.

Sincerely,

[redacted]

[Quoted text hidden]

Rochester Comparability Certification Workbook _FINAL.xlsx
9224K

[redacted] Thu, Mar 27, 2025 at 12:50 PM

Hi [redacted]

If my memory serves me right, there was an issue with the original excel sheet that was sent out in the email. Please try the sheet that is available on the website under Comparability here: Title I, Part A | Department of Education. If the error is still occurring, I can help troubleshoot.

[Quoted text hidden]

[redacted] Fri, Mar 28, 2025 at 7:23 AM

Thank you [redacted]

[redacted]

[Quoted text hidden]

SAU54 Google Apps for Education

[redacted]

FY25 Title I Cost Transfer - McKinney-Vento Transportation for Aug 2024 - March 26, 2025

10 messages

[redacted] Wed, Mar 26, 2025 at 6:35 PM

Hi [redacted]

Please transfer $173,641.90 from the FY25 Title I Grant McKinney-Vento Transportation line [redacted] to the District's Student Transportation line [redacted]

The figure represents the reimbursement amount through Title I for the transportation costs of McKinney-Vento (MV) students to and from school who are housed in locations not served by district busing. Title I allows reimbursement for MV transportation costs above the cost of transporting students serviced by our regular buses. The amount being transferred covers the current reimbursement amount accumulated for the period of August 2024 - March 26, 2025 (based on invoices received and processed to date).

Attached please find the breakdown by vendor, LEA cost-share, and parent mileage reimbursement totals for August 2024 - March 26, 2025.

Please note the last internal cost transfer (dated October 7, 2024) reflects costs incurred during the last school year and invoices recieved from summer school services during the months of July - Sept 2024. There is no invoice overlap with this current cost transfer request.

Th[redacted]

August 2024 - March 26, 2025 M-V Transportation.xlsx
50K

[redacted] Wed, Mar 26, 2025 at 6:46 PM

Hi all,

Sorry, I meant to include [redacted] here.

Thanks!

[redacted]

[Quoted text hidden]

[redacted] Thu, Mar 27, 2025 at 8:28 AM

[redacted]

Thank you so much, [redacted]

I have a few questions:
1. Is this a spreadsheet that should be updated monthly? Was it something you were doing? [redacted]

2. By "transfer", do you mean debit FY25 Title I Grant McKinney-Vento Transportation line [redacted] and credit the District's Student Transportation line [redacted]

3. Can you please explain the intent of the formulas in cells C227-C235 on Tab "FY 24-25? I see that there are formula errors and I'd like to fix them.

Budgeted	#REF!
Expensed	#REF!
Available	#REF!
check	#REF!
Expensed	#REF!
Reimbursed	#REF!
Favorable(Unfavorable)	#REF!

4. Would you be able to either train [redacted] on this function or document the process so we do not lose sight of this going forward?

[redacted]

[redacted] Thu, Mar 27, 2025 at 9:24 AM [redacted]

[redacted]

In your questions to [redacted] item 3 is from [redacted]s transportation file if I am not mistaken, correct? If so, I had added those formulas after sitting with [redacted] it was just some generic calculations to get a feel for what was in the file as there were/are no totals in the file [redacted] haintains. Hence putting it below the line so it did not mess her up, since she has added rows the formulas have not been updated and probably got ref errored out. I think you can disregard those for the moment as they truly do not have any impact on the process that has or was occurring previously.

Thanks,
[redacted]
[Quoted text hidden]

[redacted] hu, Mar 27, 2025 at 10:16 AM [redacted]

Thank you,

[redacted]

[redacted] Thu, Mar 27, 2025 at 11:17 AM

[redacted] Fri, Mar 28, 2025 at 7:30 AM

Hi [redacted]

This spreadsheet is updated weekly as [redacted] receives and processes transportation invoices. This is how we track all transportation for students experiencing homelessness and deduct the avg daily rider cost to get the reimbursement amount.

#2- yes, debit Title I and credit district. This is significant annual funding that comes back to the district. Last year it was $300k or $350k. The spreadsheet and all invoices have to be retained for NHED fiscal monitoring.

#3- [redacted] answered.

#4- [redacted] can train whoever is hired [redacted] I honestly didn't have any part of this [redacted] ensuring it was happening, making sure we had accurate formula info, and doing the internal cost transfers. [redacted] both spent hours helping me pull everything we needed last year from this for NHED.

Please let me know if you have any other questions b/c it's def important funding back to the operating budget.

Happy Friday!

[redacted]

On Thu, Mar 27, 2025 at 8:28 AM [redacted]
[Quoted text hidden]

[redacted] Fri, Mar 28, 2025 at 8:16 AM

TGIF!
Thank you for the detailed response.

[redacted]-I believe [redacted] to sit with her again to document these functions).
Can you please work with [redacted] o ensure this j/e is done on a monthly basis going forward? We can all meet to discuss the process flow if you feel that would be best. Thank you.

[redacted]

[redacted] Fri, Mar 28, 2025 at 12:59 PM

There is $12,107.61 left in account [redacted] to be used for transfers.

Thank you

[redacted]

[redacted] Sun, Mar 30, 2025 at 6:49 PM

Good call [redacted] it's a HUGE asset to the operating budget to get that funding reimburse[redacted] has done it for years [redacted] Let me know if you need anything from me on this - I keep in touch [redacted] ope you are having a great weekend!

[redacted]

[Quoted text hidden]

Fwd: New Position

Inbox ×

[redacted]

Sun, Mar 23, 6:48 PM

---------- Forwarded message ----------
From: **Annie Azarloza** <azarloza.a@sau54.org>
Date: Friday, November 15, 2024
Subject: New Position
[redacted]

Hi [redacted]

This position will be 100% title I funded.

Annie

JOB TITLE: Accounting and Grants Manager

REPORTS TO: Director of Finance

LOCATION:

Rochester School District
Rochester, New Hampshire

POSITION PURPOSE:

Under the direction of the Director of Finance, the Accounting and Grant Manager will be responsible for maintaining accurate financial records, ensuring compliance, and providing financial analysis to support decision-making within the Rochester School District. This position will be responsible for the collection, analysis, and reporting of data related to K-12 educational programs within the school district. Additionally, this individual will oversee the organization's grant-seeking efforts, ensuring compliance with funding requirements, managing grant applications, and fostering relationships with funders. The ideal candidate will be passionate about improving educational outcomes through data collection and dissemination.

SPECIFIC RESPONSIBILITIES:

- Prepares, submits and maintains compliance in all grants for the Rochester School District.
- Prepares the MOE (Maintenance of Effort and Maintenance of Equity) and Excess Cost submissions.
- Compiles financial reports for the school district, City of Rochester, Department of Revenue, Department of Education, and the state of New Hampshire.
- Reconciles the district's Student Activity bank accounts.

- Assists the Finance Director in the preparation of the district's annual budget and forecast.
- Assists the Finance Director in audits.
- Works closely with Human Resources to ensure position control activity aligns with the budget.
- Performs related duties and responsibilities as directed.

GENERAL EXPECTATIONS:

- Federal, state, and local laws and regulations applicable to school/governmental accounting and budgeting.
- Accounting theory and generally accepted accounting/budget principles and practices.
- Financial analysis and research procedures.
- Principles and practices of complex financial record keeping and reporting.
- Ability to analyze, interpret, and evaluate accounting and budget variances.
- Current budgeting and accounting software and tools.
- Modern office procedures, methods, and computer equipment.
- Ability to interpret and apply governmental law and regulations relating to fiscal functions.
- Examine and verify routine financial and budget documents and reports.
- Communicate clearly and concisely, both verbal and in writing.
- Provide technical assistance to lower level accounting staff and other school district employees.
- Demonstrate flexibility and respond to changing requirements and job assignments.
- Establish and maintain cooperative and working relationships with all the contacts at work.
- Work effectively and independently.

MINIMUM QUALIFICATIONS:

- Bachelor's degree from an accredited college with major course work in accounting, finance or a closely related field.
- Three years of increasingly responsible technical experience in accounting or related fields, preferably in a school district.
- Demonstrated resourcefulness in setting priorities and guiding investment in people and systems
- Excellent people skills, with an ability to partner with a dynamic leadership team
- Possess personal qualities of integrity, credibility, and commitment to RSD's mission
- Current authorization to work in the United States - Candidates must have such authorization by their first day of employment.

PREFERRED QUALIFICATIONS:

- Master's degree in finance or accounting.

WORK YEAR: FULL-TIME

SALARY: $90k-$99k

Title III Grant Application for 461 - Rochester

Project Status History for Rochester Project No: 20250841

Status Date	Status	Username
2/5/2025 1:32:16 PM	Returned	[redacted]

To: [redacted]
Cc:

Message:
The 2024-2025 Title III grant application status for 54 - Rochester SAU Office - 461 - Rochester has been updated to 'Returned'.

The grant application is available for review at https://my.doe.nh.gov/myNHDOE/.

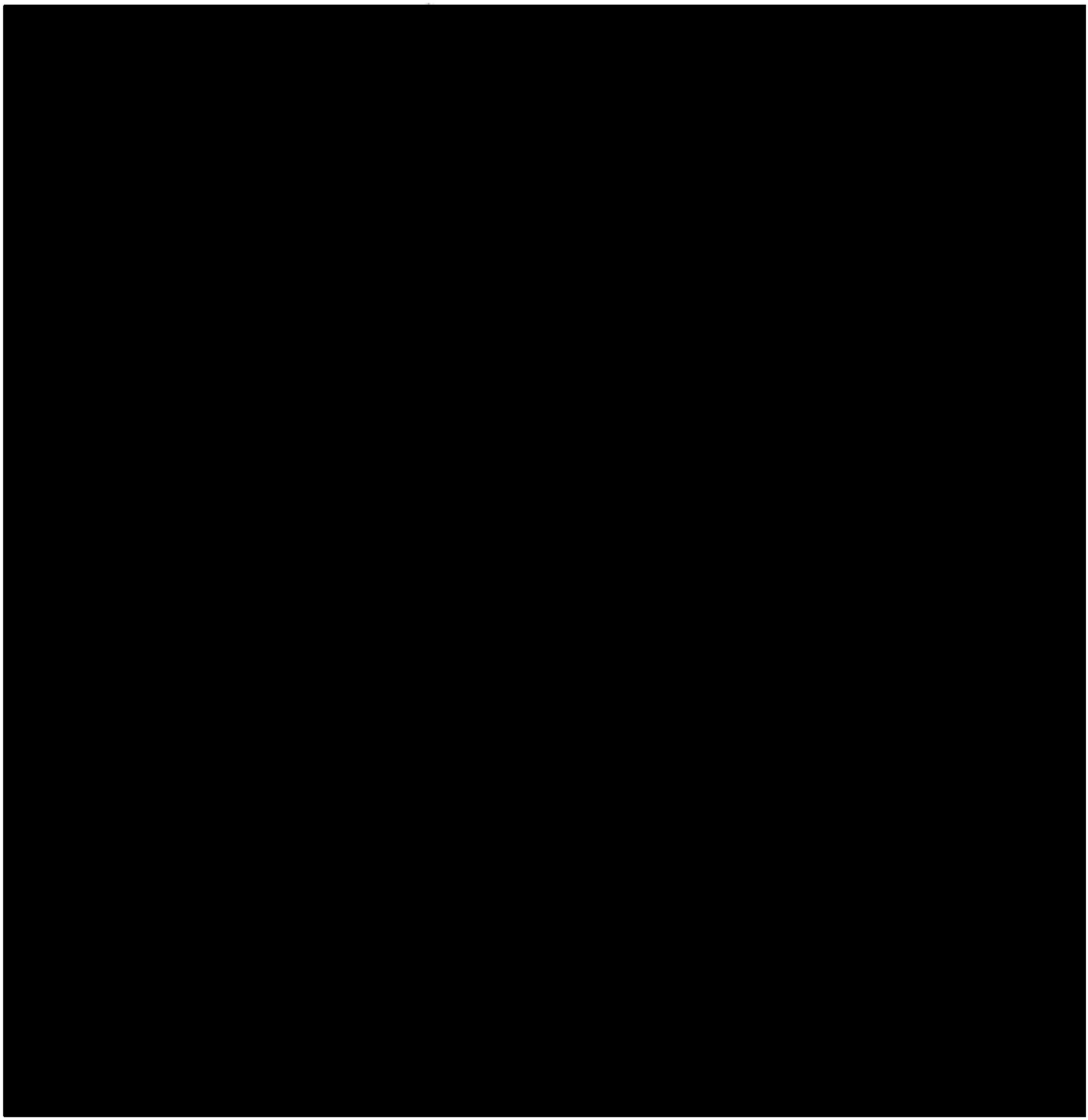
Custom Message:
You are missing a REQUIRED activity, Professional Development. Your budget must include an activity and funds set aside for professional development.
ACTIVITY ID: 168788 is NOT allowable.
Most instances for translation listed are required to be covered by local funds.
Please review the following:
https://www.education.nh.gov/sites/g/files/ehbemt326/files/inline-documents/sonh/dci-factsheet-iep-parents-201501.pdf
Title III Funds can only be used for supplemental purposes, and as such, the provision of translation and interpretation must only be additional, supplemental services, not what you are required by law to provide. You have put most of your funding in this activity, which makes me doubt you have a local budget in place for translation and interpretation.
ACTIVITY ID: 166550
You must itemize costs. What amount of texts are you purchasing? What identified needs are you purchasing them in response to?
Your performance measurement and outcomes are too broad and vague to be acceptable.
ACTIVITY ID: 161028
You must itemize costs. What types of supplies do you plan to purchase?

Please do not reply to this email. It is an automated notification email.

2/5/2025 11:58:30 AM	Submitted	Azarloza

To: [redacted]
Cc:

Message:
The 2024-2025 Title III grant application status for 54 - Rochester SAU Office - 461 - Rochester has been updated to 'Submitted'.



SAU54 Google Apps for Education

[redacted]

Fwd: Response Requested - ESEA Programmatic Monitoring FY24 - Rochester

1 message

[redacted]

---------- Forwarded message ---------

[redacted]

Subject: Response Requested - ESEA Programmatic Monitoring FY24 - Rochester

[redacted]

We are reaching out again in regards to the March 6, 2025, Fiscal Year 2024 ESEA Federal Programmatic Consolidated Monitoring of Rochester School District. On Monday, March 10, we sent a summary of our monitoring review, which includes a list of any outstanding items, further clarification needed, or no action items with comments. The District was provided two business days to furnish documents to the New Hampshire Department of Education (NHED), submitted **via email to** ESEA@doe.nh.gov as part of our regular monitoring protocol. However, no additional information nor any response was provided.

Attached you will find a copy of that summary. In the summary, you will find that for 22, or 42%, of the monitored indicators, a complete lack of evidence was provided. This lack of evidence is non-compliant with 2 CFR § 200.337, to which NHED may, as a remedy of non-compliance, withhold Federal funding.

However, due to the substantial turnover in key personnel the District has experienced within the past year, we are granting a one week extension for the District to provide the required evidence. **If the District fails to provide a sufficient response to this communication by close of business on Friday, March 28, 2025, NHED will move forward with the withholding of <u>all</u> Federal funding, including Federal grants outside of ESEA Title programs.**

We consider this a partnership, and are here to provide assistance. Please let me know if you have any questions or require additional information.

Best,

[redacted]
Bureau of Instructional Support, Division of Learner Support
New Hampshire Department of Education
Mobile: 603-731-6314
25 Hall St., Concord NH 03301
Email: esea@doe.nh.gov

New Hampshire | LIVE FREE AND LEARN
Department of Education

Bureau of Instructional Support | Department of Education (nh.gov)

From: DOE: ESEA Programs
Sent: Monday, March 10, 2025 3:13 PM
[redacted]
Subject: Summary - ESEA Programmatic Monitoring FY24 - Rochester

[redacted]

We greatly appreciate all the time and hard work you and your team put in to ensure last week's monitoring went smoothly. Attached, please find a summary of our review. In the summary, you will find a list of any outstanding items, further clarification needed, or no action items with comments. Please note for any outstanding items, the LEA has two business days to furnish documents to the New Hampshire Department of Education (NHED). Any additional evidence or information must be submitted **via email to ESEA@doe.nh.gov**. If any of the outstanding items are not provided by the LEA by close of business on Wednesday March 12, NHED will proceed with the draft report as-is. We thank you again for your ongoing cooperation in helping us meet this Federal requirement. I have included a brief outline of next steps below. These are also provided in more detail in the NHED ESEA Monitoring Toolkit. Please let me know if you have any questions.

Next Steps:

- Rochester School District (LEA) reviews monitoring summary and provides any previously existing documentation and/or information that may have inadvertently been left out or that provides additional clarification for indicators labeled as having Outstanding Items or Further Clarification Needed (deadline COB 3/12)
- NHED writes a draft report – this will be sent to the LEA approximately three weeks from visit
- LEA will read, review and respond to the draft report within one week of issuance
    - No comments →Final Report Issued
    - Comments →NHED will reissue draft report within two days
        - Additional Comments →Process repeats
        - No Comments →Final Report issued

Best,

[redacted] | Administrator I
Bureau of Instructional Support, Division of Learner Support

New Hampshire Department of Education

Mobile: 603-731-6314

25 Hall St., Concord NH 03301

Email: esea@doe.nh.gov

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Department of Education

Bureau of Instructional Support | Department of Education (nh.gov)

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2 attachments

Summary - ESEA Programmatic Monitoring FY24 - Rochester.pdf
209K

Checklist - ESEA Programmatic Monitoring of 23-24 - 2e.pdf
627K



SAU54 Google Apps for Education

[redacted]

Additional Support - SAU54 Rochester Consolidated Monitoring

DOE: ESEA Programs <esea@doe.nh.gov> Fri, Apr 4, 2025 at 4:19 PM

[redacted]

Thank you, [redacted]

I'll be sending out an official notification on Monday, which will include the school board. However, I just wanted to send a quick note to confirm that there's nothing outstanding at this point, so hopefully, you can have a bit more peace of mind this weekend. The official notification will state that we've received evidence or an explanation for each indicator, meaning funds will not be withheld at this time, and it will outline the next steps. I also want to express my thanks to you [redacted] or getting all the necessary information over to us.

Best,

[redacted] **Administrator I**

Bureau of Instructional Support, Division of Learner Support

Mobile [redacted]

From [redacted]
Sent: Friday, April 4, 2025 3:29 PM
To: DOE: ESEA Programs <esea@doe.nh.gov>; [redacted]
Subject: Additional Support - SAU54 Rochester Consolidated Monitoring

EXTERNAL EMAIL WARNING! This email originated outside of the New Hampshire Executive Branch network. Do not open attachments or click on links unless you recognize the sender and are expecting the email. Do not enter your username and password on sites that you have reached through an email link. Forward suspicious and unexpected messages by clicking the Phish Alert button in your Outlook and if you did click or enter credentials by mistake, report it immediately to helpdesk@doit.nh.gov!

Title III, Part A-

- LEI 5a EL Annual Assessment Agenda & email

Indicator Exceptions

SAU54 Google Apps for Education

[redacted]

Fwd: Summary Update 04.14.25 - ESEA Programmatic Monitoring FY24 - Rochester

[redacted]

Mon, Apr 14, 2025 at 1:26 PM

---------- Forwarded message ---------
From: **DOE: ESEA Programs** <esea@doe.nh.gov>
Date: Mon, Apr 14, 2025 at 1:23 PM
Subject: Summary Update 04.14.25 - ESEA Programmatic Monitoring FY24 - Rochester

[redacted]

[redacted]

Again, we greatly appreciate the additional effort you and your team put in to ensure evidence or explanation was provided for all indicators. Attached, please find an updated summary of our review, which includes the additional documentation provided by the LEA on April 4, 2025.

Although the LEA is unable to provide further evidence at this time, NHED is providing this summary to give the LEA an update on the status of each indicator and a general understanding of the changes needed to achieve compliance. A full report, which will outline specific required actions, will be provided in the near future. However, this summary is intended to allow the LEA to begin implementing necessary changes in advance, ensuring no delay in moving forward with required actions.

Best,

[redacted] **Administrator I**

Bureau of Instructional Support, Division of Learner Support

New Hampshire Department of Education

Mobile [redacted]

25 Hall St., Concord NH 03301

Email: esea@doe.nh.gov

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Department of Education

Bureau of Instructional Support | Department of Education (nh.gov)

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Summary Update 04.14.25 - ESEA Programmatic Monitoring FY24 - Rochester.pdf
185K

[redacted]

Document Production

[redacted]

---------- Forwarded message ---------
From: **Annie Azarloza** <azarloza.a@sau54.org>
Date: Wed, Feb 12, 2025 at 6:37 PM
Subject: Work From Home Days
To:

Hello Everyone,

Tomorrow might just be a pajama-friendly, coffee-refill-every-five-minutes kind of day. 🌨️ (hint hint: 7pm call coming up!). A reminder that the first four snow days (this would be our second) are work from home days for all except our fabulous maintenance and custodial crew. We appreciate them so much!!!

Please see the linked playlist and the MOU on Snow Day Work from Home for your reference. SAU staff, you should have projects to work on from home. Please make sure to connect with your supervisor.

Stay safe, stay cozy, and may your Wi-Fi be strong!

WFH Snow Day MOU
Admin Assistants
Paraeducator
Library Paraeducator
Food Service

Annie

--
Annie Azarloza
Superintendent of Schools
Rochester School District
150 Wakefield Street, Second Floor
Rochester, New Hampshire 03867
azarloza.a@sau54.org
Be the change you wish to see in the world. -Gandhi

ROCHESTER FEDERATION OF TEACHERS, AFT #3607, AFT-NH, AFL-CIO
AND
ROCHESTER SCHOOL BOARD
MEMORANDUM OF UNDERSTANDING

WORK FROM HOME SNOW DAYS 2024-2025

Whereas the Rochester Federation of Teachers (RFT) and the Superintendent of schools have consulted regarding the implementation of Work from Home Snow Days for each of the bargaining units; **Teachers, Paraeducators, Secretaries and Food Service, (Staff);**

Whereas the parties mutually agree that implementation of a Staff Work from Home Snow Day for days that school is canceled due to weather or other circumstances, is beneficial not only to the staff and faculty but also to the students;

Whereas the various collective bargaining units contain the following provisions which would be impacted by the implementation of theWork from Home Snow Day, Teachers (Article VII, A.,B.); Paraeducators/Secretaries (Article VII) and Food Service (Article XXVIIII; Section 6, 14);

Therefore, the parties agree to the following:

1. The purpose of Work from Home Snow Days is to allow students to have a snow day with no remote learning, and allow staff to be able to be productive and Work from Home during the snow day. This will allow Staff not to replace a day of school and not add a school day in June. The Staff members are available during the Work from Home Snow Day, and would equal a day during the school year.

3. At the Superintendent's discretion, the Superintendent's office will announce a Work from Home Snow Day as part of the school cancellation process. If power issues may be widespread, a Work from Home Snow Day may not be declared.

4. Staff that chooses not to be available during the above times on a Work from Home snow day, will be able to use a personal day or sick day in accordance with their respective bargaining unit agreements.

5. The day for all Staff will be structured as follows: 50% of time for administrative directed activities and 50% for self directed activities related to their professional position. Administrative activities shall be equitable between school buildings. Administrative activities will occur in the first 50% of the day. Staff will work Teacher Workshop hours from 8:00 - 3:00.

6. Paraeducators, Secretaries and Food Service will work with Building Administrators to determine work that will be completed. Their time is also structured as follows: 50% of time for administrative directed activities and 50% for self directed activities related to their professional position. They will work their normally scheduled amount of time within the hours of 8:00 -3:00.

This agreement shall expire on June 15, 2025 unless the parties agree in writing to extend beyond that date or rescind the agreement prior to.

Erin Saucier, President
Rochester Federation of Teachers, AFT #3607
2/3/2025
Dated

Annie Azarloza, Superintendent
Rochester School District
2/5/24
Dated

Rochester School District

Administrative Assistant
Snow Day - Work from Home Playlist
2024-2025 School Year

Directions: Please use your typical work hours to engage with the following playlist. While there are many activities to choose from, it is not expected that you complete them all. Keep in mind that the reflection activity following each task will require additional time for thoughtful completion.

Engaging in the **Rochester School District Administrative Assistant Snow Day Work-from-Home Playlist** offers a valuable opportunity for administrative assistants to grow professionally while enhancing their ability to support the school effectively.

Key benefits include:

- **Skill Enhancement**: Online training and instructional videos build expertise in areas such as Frontline, Munis, Infinite Campus and Raptor (a new program coming to your school soon) enabling administrative assistants to hone their skills.
- **Professional Growth**: Reflective exercises and goal-setting promote continuous learning, allowing paraeducators to identify areas for development and create actionable plans for improvement.
- **Resilience and Well-Being**: Incorporating self-care and stress management practices ensures paraeducators maintain focus, resilience, and a positive mindset, benefiting both themselves and the students they serve.

Please complete the Google Form questionnaire after each activity. Reflection is a critical component of professional growth and learning. By engaging in a structured reflection after completing an activity, administrative assistants have the opportunity to deepen their understanding of the concepts they've explored and consider how these new insights apply to their daily work. This process encourages self-awareness, promotes critical thinking, and helps bridge the gap between theory and practice.

Professional Learning Resources

- Google
- Google Classroom Trainings
- Frontline
- Infinite Campus Log In
- Campus Community Account Creation Video · Infinite Campus
- Accessing On-demand Training Content Video · Infinite Campus
- Munis (coming soon!)
- Raptor (Schools will be getting visitor and volunteer safe)

Reflection - Take a moment to reflect on the activity you just completed: What did you learn from this experience, and how might you apply it to your role or future challenges?

Professional Reflection/ Goal Setting

- Write a reflection on recent challenges and successes in your role. Identify areas for growth and strategies for improvement.
    - Create a personal professional development plan for the rest of the school year.
- Reflect on personal goals for supporting students and identify areas where you'd like to improve.
    - Create an action plan for achieving these goals.

Reflection - Take a moment to reflect on the activity you just completed: What did you learn from this experience, and how might you apply it to your role or future challenges?

Please spend up to an hour or less on the following activities.

Self-Care and Stress Management

- Engage in activities that promote well-being, such as mindfulness exercises or stress management techniques, to enhance your ability to support students effectively. Below are some examples:
    - **Yoga Session:** Follow a beginner-friendly yoga video to stretch and relax.
        - Example: Yoga with Adriene: Yoga for Beginners
    - **Take a Nature Walk** (if safe to go outside): Bundle up and enjoy a quiet, mindful walk in the snow to recharge.
    - **Guided Meditation:** Spend 10 minutes meditating to center your thoughts.
        - Example: Headspace Meditation for Stress
    - **Journaling Activity:** Write about what you're grateful for, a recent accomplishment, or your goals for supporting students.
        - Prompt: "What is one thing I can do to bring more positivity to my role as a paraeducator?"
    - **Practice Gratitude:** Write or voice-record three things you're thankful for today.

Reflection - Take a moment to reflect on the activity you just completed: What did you learn from this experience, and how might you apply it to your role or future challenges?

Rochester School District

Paraeducator

Snow Day - Work from Home Playlist

2024-2025 School Year

Directions: Please use your typical work hours to engage with the following playlist. While there are many activities to choose from, it is not expected that you complete them all. Keep in mind that the reflection activity following each task will require additional time for thoughtful completion.

Engaging in the **Rochester School District Paraeducator Snow Day Work-from-Home Playlist** offers a valuable opportunity for paraeducators to grow professionally while enhancing their ability to support students effectively.

Key benefits include:

- **Skill Enhancement**: Online training and instructional videos build expertise in areas such as behavior management, special education, and trauma-informed practices, enabling paraeducators to address diverse student needs confidently.
- **Technological Proficiency**: Training in educational technology and assistive tools equips paraeducators with the knowledge to better support students using modern learning resources.
- **Deeper Understanding**: Learning about specific disabilities, evidence-based interventions, and strategies for equity and inclusion fosters a more empathetic and supportive learning environment for all students.
- **Improved Preparedness**: Practical activities, such as exploring classroom strategies and participating in simulated practice, help paraeducators gain confidence and readiness for real-world scenarios.
- **Professional Growth**: Reflective exercises and goal-setting promote continuous learning, allowing paraeducators to identify areas for development and create actionable plans for improvement.
- **Resilience and Well-Being**: Incorporating self-care and stress management practices ensures paraeducators maintain focus, resilience, and a positive mindset, benefiting both themselves and the students they serve.

Please complete the Google Form questionnaire after each activity. Reflection is a critical component of professional growth and learning. By engaging in a structured reflection after completing an activity, paraeducators have the opportunity to deepen their understanding of the concepts they've explored and consider how these new insights apply to their daily work. This process encourages self-awareness, promotes critical thinking, and helps bridge the gap between theory and practice.

Educational Reading

- Understood.org
  - How to read an IEP: 5 things teachers should look for
  - IEP and Special Education Terms
  - What is an IEP?
  - The differences between IEPs and 504 Plans
  - The differences between accommodations and modifications
  - 9 reasons why kids may refuse to use accommodations
  - ADHD and emotions
  - Other amazing articles from Understood.org
- Autism Speaks
  - Tips for Using Assistive Technology Devices
  - Other wonderful articles from Autism Speaks.
- IRIS Center: this website is full of presentations, articles, and videos!

Reflection - Take a moment to reflect on the activity you just completed: What did you learn from this experience, and how might you apply it to your role or future challenges?

Educational Technology Training

- Google Classroom Trainings
- Explore how to incorporate assistive technology tools such as text-to-speech or visual supports.

Reflection - Take a moment to reflect on the activity you just completed: What did you learn from this experience, and how might you apply it to your role or future challenges?

Instructional Videos

- Academic Success for All Students: A Multi-tiered Approach
- Disability, the Truth
- Ask an Autistic Videos
- A Day Through a Deaf Person's Eyes
- TedTalk
  - Every Kid Needs a Champion (7 minutes 34 seconds)
  - Grit: The Power of Passion and Perseverance (5 minutes, 59 seconds)
  - My story, from gangland daughter to star teacher (7 minutes, 50 seconds)

Reflection - Take a moment to reflect on the activity you just completed: What did you learn from this experience, and how might you apply it to your role or future challenges?

Podcasts

- Understood Explains Season 1
- Understood Explains Season 2
- Understood Explains Season 3
- ADHD Aha!
- In It

Reflection - Take a moment to reflect on the activity you just completed: What did you learn from this experience, and how might you apply it to your role or future challenges?

Learn About Disabilities

- The 13 Disability Categories - video
- Categories of Disability under Part B of IDEA - article

Reflection - Take a moment to reflect on the activity you just completed: What did you learn from this experience, and how might you apply it to your role or future challenges?

Professional Reflection/ Goal Setting

- Write a reflection on recent challenges and successes in your role. Identify areas for growth and strategies for improvement.
    - Create a personal professional development plan for the rest of the school year.
- Reflect on personal goals for supporting students and identify areas where you'd like to improve.
    - Create an action plan for achieving these goals.

Reflection - Take a moment to reflect on the activity you just completed: What did you learn from this experience, and how might you apply it to your role or future challenges?

Please spend up to an hour or less on the following activities.

Self-Care and Stress Management

- Engage in activities that promote well-being, such as mindfulness exercises or stress management techniques, to enhance your ability to support students effectively. Below are some examples:
    - **Yoga Session**: Follow a beginner-friendly yoga video to stretch and relax.
        - Example: Yoga with Adriene: Yoga for Beginners
    - **Take a Nature Walk** (if safe to go outside): Bundle up and enjoy a quiet, mindful walk in the snow to recharge.
    - **Guided Meditation:** Spend 10 minutes meditating to center your thoughts.
        - Example: Headspace Meditation for Stress
    - **Journaling Activity**: Write about what you're grateful for, a recent accomplishment, or your goals for supporting students.
        - Prompt: "What is one thing I can do to bring more positivity to my role as a paraeducator?"
    - **Practice Gratitude:** Write or voice-record three things you're thankful for today.

Reflection - Take a moment to reflect on the activity you just completed: What did you learn from this experience, and how might you apply it to your role or future challenges?

Rochester School District
Library Paraeducator
Snow Day - Work from Home Playlist
2024-2025 School Year

Directions: Please use your typical work hours to engage with the following playlist. While there are many activities to choose from, it is not expected that you complete them all. Keep in mind that the reflection activity following each task will require additional time for thoughtful completion.

Engaging in the **Rochester School District Library Paraeducator Snow Day Work-from-Home Playlist** offers a valuable opportunity for Library paraeducators to grow professionally while enhancing their ability to support students effectively.

Key benefits include:

- **Skill Enhancement**: Online training and instructional videos build expertise in relevant areas.
- **Technological Proficiency**: Training in educational technology equips paraeducators with the knowledge to better support students using modern learning resources.
- **Deeper Understanding**: Learning about relevant and timely topics fosters a more engaging and supportive learning environment for all students.
- **Improved Preparedness**: Practical activities, such as exploring classroom strategies and participating in simulated practice, help paraeducators gain confidence and readiness for real-world scenarios.
- **Professional Growth**: Reflective exercises and goal-setting promote continuous learning, allowing paraeducators to identify areas for development and create actionable plans for improvement.
- **Resilience and Well-Being**: Incorporating self-care and stress management practices ensures paraeducators maintain focus, resilience, and a positive mindset, benefiting both themselves and the students they serve.

Please complete the Google Form questionnaire after each activity. Reflection is a critical component of professional growth and learning. By engaging in a structured reflection after completing an activity, paraeducators have the opportunity to deepen their understanding of the concepts they've explored and consider how these new insights apply to their daily work. This process encourages self-awareness, promotes critical thinking, and helps bridge the gap between theory and practice.

Educational Reading

- Boosting Students' Literacy Skills and other relevant articles at Edutopia
- The Trapped Librarian
- Don't You Shush Me Blog
- The Adventures of Library Girl
- Why Kids Aren't Falling in Love with Reading
- The Importance of SEL in the School Library
- Social-Emotional Learning in the School Library
- Padlet with SEL Book Ideas
- Activities to build an SEL Culture in the Library
- Navigating Challenging Times: The Power of School Libraries and Hope | AASL Knowledge Quest

Reflection - Take a moment to reflect on the activity you just completed: What did you learn from this experience, and how might you apply it to your role or future challenges?

Educational Technology Training

- Google Classroom Trainings
- Basic Use of Google Workspace
- Intermediate Use of Google Workspace
- Premium Teaching & Learning Features : Google
- Generative AI for Educators : Google
- Explore how to incorporate assistive technology tools such as text-to-speech or visual supports.

  Ex. Read&Write for Google Chrome extension
- Cataloging with OPALS 101
- Editing Your OPALS Homepage Part 1
- Editing Your OPALS Homepage part 2
- OPALS

Reflection - Take a moment to reflect on the activity you just completed: What did you learn from this experience, and how might you apply it to your role or future challenges?

RSD 0727

Instructional Videos

- Professional Development for School Librarians
- #BossLibrarian 2024 PD Day 1
- #BossLibrarian 2024 PD Day 2
- #BossLibrarian 2024 PD Day 3
- #BossLibrarian 2024 PD Day 4

Reflection - Take a moment to reflect on the activity you just completed: What did you learn from this experience, and how might you apply it to your role or future challenges?

Podcasts

- Leading from the Library Podcast
- How I Library Podcast
- OVERDUE: Conversations from the Library Podcast
- Call Number with American Libraries Podcast
- School Librarians United with Amy Hermon
- Library Exchange Podcast

Reflection - Take a moment to reflect on the activity you just completed: What did you learn from this experience, and how might you apply it to your role or future challenges?

Professional Reflection/ Goal Setting

- Write a reflection on recent challenges and successes in your role. Identify areas for growth and strategies for improvement.
    - Create a personal professional development plan for the rest of the school year.
- Reflect on personal goals for supporting students and identify areas where you'd like to improve.
    - Create an action plan for achieving these goals.

Reflection - Take a moment to reflect on the activity you just completed: What did you learn from this experience, and how might you apply it to your role or future challenges?

Please spend up to an hour or less on the following activities.

Self-Care and Stress Management

- Engage in activities that promote well-being, such as mindfulness exercises or stress management techniques, to enhance your ability to support students effectively. Below are some examples:
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        - Example: Headspace Meditation for Stress
    - **Journaling Activity:** Write about what you're grateful for, a recent accomplishment, or your goals for supporting students.
        - Prompt: "What is one thing I can do to bring more positivity to my role as a paraeducator?"
    - **Practice Gratitude:** Write or voice-record three things you're thankful for today.
    - Being a Buffalo: Better Living Through Selective Engagement | AASL Knowledge Quest
    - Taking Care of Each Other – and Ourselves | AASL Knowledge Quest

Reflection - Take a moment to reflect on the activity you just completed: What did you learn from this experience, and how might you apply it to your role or future challenges?

Rochester School District

Food Department
Snow Day - Work from Home Playlist
2024-2025 School Year

Directions: Please use your typical work hours to engage with the following playlist. While there are many activities to choose from, it is not expected that you complete them all. Keep in mind that the reflection activity following each task will require additional time for thoughtful completion.

Engaging in the Rochester School District School Food Department Snow Day Work-from-Home Playlist offers a valuable opportunity for food service staff to grow professionally while enhancing their ability to support student nutrition and safety effectively.

Key benefits include:

- **Skill Enhancement:** Online training and instructional videos build expertise in areas such as food safety, nutrition standards, meal planning, and food waste reduction, enabling food service staff to manage school meals confidently and efficiently.
- **Operational Proficiency:** Training in inventory management, meal distribution systems, and special dietary accommodations equips staff with the tools to streamline operations and ensure high-quality service.
- **Health and Safety Awareness:** Learn about food allergies, nutritional guidelines, and safety protocols to keep students safe while promoting healthy eating habits.
- **Customer Service Excellence:** Develop better communication and problem-solving skills to improve service interactions with students, staff, and parents.
- **Professional Growth:** Reflective exercises and goal-setting promote continuous learning, allowing food service employees to identify areas for development and create actionable plans for improvement.
- **Resilience and Well-Being:** Incorporating self-care and stress management practices ensures food service staff maintain focus and well-being, benefiting both themselves and the students they serve.

Please complete the Google Form questionnaire after each activity. Reflection is a critical component of professional growth. By engaging in structured reflection, food service staff can deepen their understanding of the concepts explored and consider how these insights apply to their daily work. This process encourages self-awareness, promotes critical thinking, and helps bridge the gap between theory and practice.

Educational Reading

- **Food Safety**:
- USDA Food Safety Tips for Schools https://www.usda.gov;
- Proper Handwashing and Hygiene Protocols for Food Handlers https://www.cdc.gov/handwashing
- Understanding Cross-Contamination and Prevention Methods https://www.foodsafety.gov
- The Importance of Temperature Control in Meal Preparation https://www.fsis.usda.gov/wps/portal/fsis/topics/food-safety-education
- **Nutrition Standards**:
- USDA Guidelines for School Meal Programs https://www.fns.usda.gov
- The Role of School Meals in Student Nutrition

RSD 0730

- Special Dietary Needs and Accommodations in Schools
  https://www.cdc.gov/healthyschools/nutrition.htm
- **Sustainable Practices**:
- Reducing Food Waste in School Meal Programs https://www.usda.gov/foodwaste
- Sustainable Sourcing of Ingredients for School Meals
  https://www.cdc.gov/healthyschools/nutrition.htm

Reflection - Take a moment to reflect on the activity you just completed: What did you learn from this experience, and how might you apply it to your role or future challenges?

Educational Technology Training

- **Meal Tracking Systems**:
  Explore how to use software for meal tracking, inventory management, and reporting.
  https://www.nutrikids.com
- **Nutrition Apps**:
  Explore tools for planning and calculating nutritional values in meals served to students.
  https://www.myplate.gov; https://schoolnutrition.org; https://kidshealth.org;
  https://www.cdc.gov/ncbddd/disabilityandhealth/;

Reflection - Take a moment to reflect on the activity you just completed: What did you learn from this experience, and how might you apply it to your role or future challenges?

Instructional Videos (many can be found online by typing the below topics)

- **Food Safety Training for Food Service Workers** https://www.servsafe.com
- **Allergen Awareness and Meal Planning for Students with Food Allergies**
  https://www.foodallergy.org
- **The Impact of Proper Meal Planning on Student Health**
- **How School Nutrition Affects Academic Performance** https://www.schoolnutrition.org
- **Healthy Eating Habits for Students**

Reflection - Take a moment to reflect on the activity you just completed: What did you learn from this experience, and how might you apply it to your role or future challenges?

Podcasts

- **School Food Service Innovation** https://schoolnutrition.org/podcast/
- **The Importance of Healthy School Meals** https://ed.ted.com
- **Nutrition and Health in the Classroom** https://nfsmi.org
- **Sustainable Practices in School Cafeterias**

Reflection - Take a moment to reflect on the activity you just completed: What did you learn from this experience, and how might you apply it to your role or future challenges?

Learn About Dietary Accommodations

- **Special Diets in Schools:**

- Managing and preparing meals for students with allergies (gluten-free, nut-free, dairy-free, etc.). https://www.foodallergy.org
- The importance of cultural sensitivity in food service.
- Understanding and meeting the nutritional needs of students with chronic health conditions (e.g., diabetes, celiac disease). https://www.servsafe.com

Reflection - Take a moment to reflect on the activity you just completed: What did you learn from this experience, and how might you apply it to your role or future challenges?

Professional Reflection/ Goal Setting

- Write a reflection on recent challenges and successes in your role. Identify areas for growth and strategies for improvement in meal planning and service.
- Create a personal professional development plan for the rest of the school year.
- Reflect on personal goals for improving food service quality and identify areas where you'd like to improve.
- Create an action plan for achieving these goals.

Reflection - Take a moment to reflect on the activity you just completed: What did you learn from this experience, and how might you apply it to your role or future challenges?

Please spend up to an hour or less on the following activities.

Self-Care and Stress Management

- Engage in activities that promote well-being, such as mindfulness exercises or stress management techniques, to enhance your ability to support students effectively. Below are some examples:
  - **Yoga Session:** Follow a beginner-friendly yoga video to stretch and relax.
    - Example: Yoga with Adriene: Yoga for Beginners
  - **Take a Nature Walk** (if safe to go outside): Bundle up and enjoy a quiet, mindful walk in the snow to recharge.
  - **Guided Meditation:** Spend 10 minutes meditating to center your thoughts.
    - Example: Headspace Meditation for Stress
  - **Journaling Activity:** Write about what you're grateful for, a recent accomplishment, or your goals for supporting students.
    - Prompt: "What is one thing I can do to bring more positivity to my role as a paraeducator?"
  - **Practice Gratitude:** Write or voice-record three things you're thankful for today.

Reflection - Take a moment to reflect on the activity you just completed: What did you learn from this experience, and how might you apply it to your role or future challenges?





0846

RSD 0735

[redacted]

[redacted]

[redacted]

Here is the link for the Rochester School Board committee meetings and special board meetings:
https://www.rochesterschools.com/page/school-board-videos

Here is the link for the Rochester School Board Regular meetings:
https://videoplayer.telvue.com/player/dQtoDvlZYDOtqaf7eRn9z2lb1Nb6EZzu/playlists/10732/media/853615?autostart=false&showtabssearch=true&fullscreen=false&show_title_description_summary=true

[redacted]

[redacted] **Document Production**

RSD Nomination & Hiring Process

Building Level Hires (Teachers, Paras, Nursing, Administrative Assistants)

Building Admin Team
- Screen Applicants
- Interview
- Complete Reference Checks*

Principal
- Submit Nomination to HR Team

HR Director
- Create Employee File
- Confirm Certification
- Verify Reference Checks
- Determines Salary based on appropriate CBA

HR Quality Assurance Specialist
- Schedule Onboarding Appointment
- Complete Fingerprinting
- Complete Payroll Forms
- Complete Mandatory District Forms
- Notifies principal that onboarding has occurred
- Provides NTO information and facilitate sign ups

Benefits Coordinator
- Explains Benefit Package
- Complete Benefits Selections/ Forms

HR Director
- Nominations Candidate to Superintendent Review
- Candidate name added to School Board Agenda

School Board
- Considers nominations and hires when appropriate

HR Quality Assurance Specialist
- Helps approved candidates set up email/ Frontline Access

HR Director
- Creates employee contract
- Tracks contract to ensure it is signed
- Alerts principal if employee does/ does not sign contract

**Reference Checks MUST have 2-3 references with at least one being the most recent supervisor*

Assistant Principal Hires

Principal
- Screens Initial Applicants
- Creates a Representative Interview Panel
- Facilitates Initial Interviews
- Completes Reference Checks*
- Alerts Assistant Superintendent when finalist(s) are selected

Assistant Superintendent
- Facilitates final interview(s) with Director of Student Services

Principal
- If approved by the Assistant Superintendent, submits nomination to HR

HR Director
- Create Employee File
- Confirm Certification
- Verify Reference Checks
- Determines Salary via Collaboration with Superintendent/ CBA

HR Quality Assurance Specialist
- Schedule Onboarding Appointment
- Complete Fingerprinting
- Complete Payroll Forms
- Complete Mandatory District Forms
- Notifies principal that onboarding has occurred

Benefits Coordinator
- Explains Benefit Package
- Complete Benefits Selections/ Forms

HR Director
- Nominations Candidate to Superintendent Review
- Candidate name added to School Board Agenda

School Board
- Considers nominations and hires when appropriate

HR Quality Assurance Specialist
- Helps approved candidates set up email/ Frontline Access

HR Director
- Creates employee contract
- Tracks contract to ensure it is signed
- Alerts principal if employee does/ does not sign contract

**Reference Checks MUST have 2-3 references with at least one being the most recent supervisor*

Principal Hires

HR Director
- Screens Initial Applicants
- Creates a Representative Screening Panel
- Schedules Initial Interviews with Panel and Candidates
- Completes Reference Checks for finalist(s)
- Confirm Certification
- Schedules Cabinet Level Interviews

Cabinet
- Completes Interviews with Semifinalists
- Selects One or Two Finalists

Superintendent
- Interviews Finalists
- Chooses Candidate(s) to Nominate to Board

HR Director
- Create Employee File
- Determines Salary via Collaboration with Superintendent/ CBA
- Works with Superintendent to Schedule Board Interview

School Board
- Interviews Candidate(s) and makes selection

HR Quality Assurance Specialist
- Schedule Onboarding Appointment
- Complete Fingerprinting
- Complete Payroll Forms
- Complete Mandatory District Forms
- Helps approved candidates set up email/ Frontline Access
- Notifies Superintendent that onboarding has occurred

Benefits Coordinator
- Explains Benefit Package
- Complete Benefits Selections/ Forms

HR Director
- Creates employee contract
- Tracks contract to ensure it is signed
- Alerts Superintendent if employee does/ does not sign contract

**Reference Checks MUST have 2-3 references with at least one being a previous supervisor*

District Level (non-director) Hires

HR Director/Cabinet Supervisor
- Screens Initial Applicants
- Creates a Representative Screening Panel
- Schedules Initial Interviews with Panel and Candidates

Cabinet Level Supervisor
- Completes Interviews with Semifinalists
- Selects Finalist
- Checks References*
- Sends Nomination to HR

HR Director
- Create Employee File
- Confirm Certification
- Verify Reference Checks
- Determines Salary

HR Quality Assurance Specialist
- Schedule Onboarding Appointment
- Complete Fingerprinting
- Complete Payroll Forms
- Complete Mandatory District Forms
- Notifies principal that onboarding has occurred
- Provides NTO information and facilitate sign ups

Benefits Coordinator
- Explains Benefit Package
- Complete Benefits Selections/ Forms

HR Director
- Nominations Candidate to Superintendent Review
- Candidate name added to School Board Agenda

School Board
- Considers nominations and hires when appropriate

HR Quality Assurance Specialist
- Helps approved candidates set up email/ Frontline Access

HR Director
- Creates employee contract
- Tracks contract to ensure it is singed
- Alerts principal if employee does/ does not sign contract

**Reference Checks MUST have 2-3 references with at least one being a previous supervisor*

Director Level Hires

HR Director

- Screens Initial Applicants
- Creates a Representative Screening Panel
- Schedules Initial Interviews with Panel and Candidates
- Completes Reference Checks for finalist(s)
- Confirm Certification
- Schedules Cabinet Level Interviews

Cabinet

- Completes Interviews with Semifinalists
- Selects One or Two Finalists

Superintendent

- Interviews Finalists
- Chooses Candidate(s) to Nominate to Board
- Alerts HR Director

HR Director

- Creates Employee File
- Determines Salary via Collaboration with Superintendent

HR Quality Assurance Specialist

- Schedule Onboarding Appointment
- Complete Fingerprinting
- Complete Payroll Forms
- Complete Mandatory District Forms
- Helps approved candidates set up email/ Frontline Access
- Notifies Superintendent that onboarding has occurred

Benefits Coordinator

- Explains Benefit Package
- Complete Benefits Selections/ Forms

HR Director

- Creates employee contract
- Tracks contract to ensure it is singed
- Alerts Superintendent if employee does/ does not sign contract

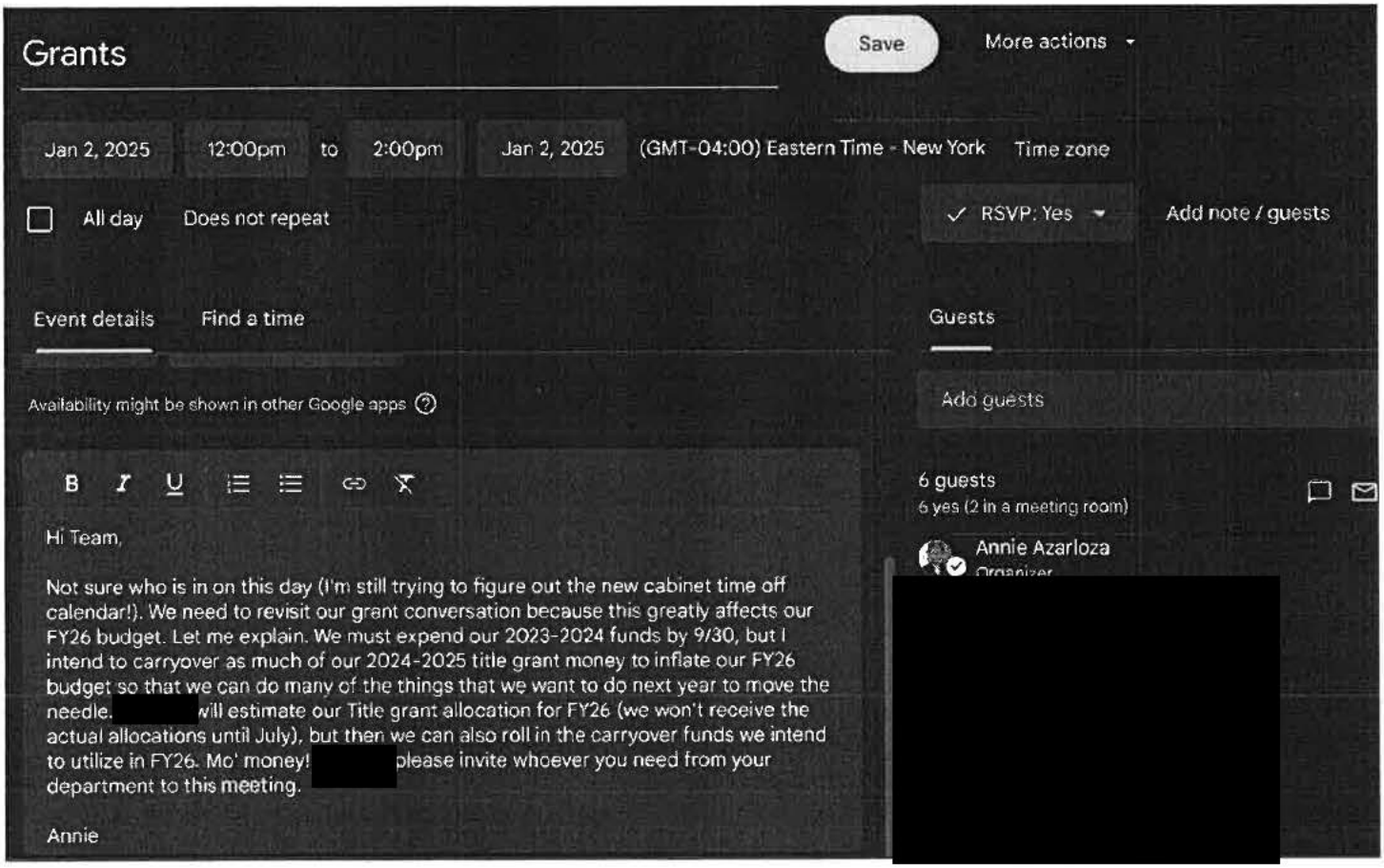
**Reference Checks MUST have 2-3 references with at least one being a previous supervisor*

Hiring Process Timeline
New Elementary School

- **October - Determine Staff Composition**, Staff Interest Survey
- **November** - Convene Advisory Committee to Establish Hiring Norms/ Process
- **December** - Create Appropriate Job Postings
- **January** - Hire AP, Job Postings Go Live
- **February** - Interview/ Hire - Emphasis on Internal Transfers
- **March** - Interview/ Hire - Emphasis on External Hires
- **April** - Interview/ Hire w/ Goal of 95% Fill Rate at New School, Shift to gaps at other schools
- **May** - Begin typical hiring process

[redacted] **Document Production**

[redacted]



[redacted]

[redacted]

Please let me know if you have any questions.

[redacted]

[redacted]

Bud Carlson CSI 2023-2024

Overview

- **Total Grant Amount:** $55,817.72
- **Paid to Date:** $34,820.81
- **Remaining to Spend:** $20,996.91

Allocations and Rationale

1. Partnership with Rochester Public Library - What is our metric to learn if we are meeting our intended outcome? [redacted] (is he ordering the rest?) As of 12/9 A PO for 341.53 was used for 2 of the books recently but that may not be reflected in grant budget yet. Should have 983.19 remaining (I bought the first book with BCA budget because the grant wasn't set up yet to encumber this)

- **Allocated:** $1,324.72
- **Paid to Date:** $341.53
- **Remaining:** $1,324.72
- **What It's Being Used For:**
  - Purchase of **12 copies each of five books** from the ALA's GreatStories reading list.
    - 10 copies are for students; 2 are for the teacher and librarian.
  - **Supplemental materials** for the program, including:
    - Audiobooks for accessibility.
    - Journals for reflective learning.
    - Art and display supplies to support creative student projects.
- **Rationale:** This allocation supports continuing a successful partnership with the Rochester Public Library, which uses the American Library Association's GreatStories curriculum. This program engages underserved students in literature-based learning, promoting personal exploration, critical thinking, and social-emotional development. Funds are used for books, supplies, and programming costs to deepen student engagement and improve literacy skills.
- **Outcome Goal:** Students will connect literature to real-world issues, earn English credits, and improve their ability to think critically and reflectively.

2. Mental Health Clinician Services - How are we progress monitoring the impact of this? [redacted] ollow up with [redacted] to encumber the full amount and make sure it will be used fully? By now we should have received bills for Oct, Nov, and Dec.

- **Allocated:** $9,976.86
- **Paid to Date:** $1,070.02
- **Remaining:** $8,906.84
- **What It's Being Used For:**
  - Funds **up to 387 hours of counseling services** provided by a mental health clinician.
  - Covers:
    - **Individual therapy** for students needing one-on-one support.
    - **Group therapy sessions** to address shared challenges among students.
    - **Staff consultation** to equip teachers with tools to address mental health challenges in the classroom.
    - Provision of materials and interventions aligned with trauma-informed strategies.
- **Rationale:** This funding provides school-based access to a mental health clinician from Community Partners of Strafford County. Services include individual and group counseling, staff support, and RENEW (Rehabilitation for Empowerment, Natural Supports, Education, and Work). By removing logistical barriers, this allocation supports trauma-informed strategies to foster a safe learning environment and improve student well-being.
- **Outcome Goal:** Increase the four-year and five-year graduation rate from 7.21% (SY 21/22) to 20% or more by June 2025.

3. Instructional Coach Services and Professional Learning - Who is providing this service? How are we measuring progress? Have we used these stipends yet, or do you still intend to? [redacted] Approximately $17000 should be earmarked for summer PD.

- **Allocated:** $22,636.83
- **Paid to Date:** $5,400.00
- **Remaining:** $17,236.83
- **What It's Being Used For:**
  - **Contracting an instructional coach** to provide targeted support to teachers.
    - Focuses on:
      - Effective use of **learning targets** and success criteria.
      - Development of **quality formative and summative assessments**.
      - Building reflective teaching practices.
  - Covers costs for:
    - **16 coaching days (or 32 half-days)** at $1,200 per day.
    - **Stipends for six teachers** attending summer professional development ($150 per day, per teacher).
    - Benefits associated with teacher stipends (Social Security and retirement contributions).
  - **Professional development workshops** for the whole staff on strategies to improve learning outcomes.
- **Rationale:** This funding supports job-embedded professional learning, focusing on high-leverage instructional strategies such as learning targets, formative assessments, and reflective teaching practices. An instructional coach provides workshops, one-on-one coaching, and modeling to improve teaching quality and responsiveness to student needs. Additionally, stipends for teachers are included for participation in summer professional development.
- **Outcome Goal:** Strengthen teaching quality, which directly impacts student engagement and academic success.

4. Indirect Costs - Hold until end of year (overspend on line that paid [redacted] with all indirect costs for 2023-2024 grants)

- **Allocated:** $882.40
- **Paid to Date:** $168.21
- **Remaining:** $714.19
- **What It's Being Used For:**
  - Covers overhead and administrative expenses related to managing the grant.
  - Includes:
    - Time spent on compliance monitoring and reporting.
    - Ensuring funds are appropriately allocated and spent according to grant requirements.
- **Rationale:** Indirect costs ensure proper grant management and compliance with state and federal guidelines. This allocation covers administrative overhead necessary to manage the grant effectively.
- **Outcome Goal:** Ensure grant funds are utilized appropriately and in alignment with program goals.

IDEA - 2023-2024

Overview

- **IDEA Total Grant Amount:** $1,215,072.74
- **Paid to Date:** $943,957.23
- **Remaining:** $271,115.51
- **Preschool Total Grant Amount:** $37,867.66
- **Paid to Date:** $36,295.27
- **Remaining:** $1,572.39

Allocations and Rationale

1. Specialized Instruction Supplies - [redacted] spend it!

- **Allocated:** $6,994.08 (IDEA)
- **Paid to Date:** $0
- **Remaining:** $6,994.08
- **What It's Being Used For:**
  - Purchase of **specialized materials** to support students' Individualized Education Plans (IEPs), such as:
    - Communication devices.
    - Educational software programs.
    - Teaching supplies tailored to the needs of students with disabilities.
- **Rationale:** Funding supports specialized instruction materials, communication devices, and software tailored for students with Individualized Education Plans (IEPs) to ensure equitable access to the general curriculum.
- **Outcome Goal:** Increase the number of students educated with non-disabled peers in the least restrictive environment.

2. ESY Services - To be used to cover summer 2025 ESY

- **Allocated:** $95,957.53 (IDEA)
- **Paid to Date:** $0
- **Remaining:** $95,957.53
- **What It's Being Used For:**
  - Funding a **5-week summer program** for approximately 80 students with IEPs in grades Pre-K through age 22. Covers:
    - Salaries for 16 teachers, 16 paraprofessionals, 6 service providers, and 2 contracted paraprofessionals.
    - Social Security (FICA) and retirement contributions for staff.
- **Rationale:** Supports a 5-week ESY program for approximately 80 students with IEPs, addressing summer learning loss and ensuring continuity of services. Funds cover salaries for teachers, paraprofessionals, and service providers.
- **Outcome Goal:** Provide consistent educational support aligned with IEPs during the summer.

3. Contracted School Psychologist - This will be spent.

- **Allocated:** $275,000 (IDEA)
- **Paid to Date:** $113,706.50
- **Remaining:** $161,293.50
- **What It's Being Used For:**
  - Contract with Boothby Therapy Services for a full-time school psychologist for two years, including summer services.

    - Services include:
        - Student evaluations.
        - Therapy sessions.
        - Development and documentation of IEP goals.
        - Consultation with staff, parents, and students.
- **Rationale:** Contract with Boothby Therapy Services for a full-time school psychologist to conduct evaluations, therapy, and IEP support. Services are critical for compliance and to provide evidence-based interventions.
- **Outcome Goal:** Improve access to psychological services and support IEP goals.

4. Preschool General Supplies [redacted] will order.

- **Allocated:** $1,572.39 (Preschool)
- **Paid to Date:** $0
- **Remaining:** $1,572.39
- **What It's Being Used For:**
    - Purchase of **learning materials** for preschool-aged students, including:
        - Manipulatives, games, and activities to promote social-emotional, cognitive, and motor skill development.
        - Supplies for staff organization and communication with parents (e.g., binders, envelopes, printer toner).
- **Rationale:** Purchase educational materials for preschool-aged students with disabilities to support cognitive, social-emotional, and motor skill development. Includes supplies for staff organization and parent communication.
- **Outcome Goal:** Improve outcomes in early language, social skills, and appropriate behaviors.

5. Indirect Costs - (overspend on line that paid [redacted] with all indirect costs for 2023-2024 grants)

- **Allocated:** $30,791.32 (IDEA)
- **Paid to Date:** $23,920.93
- **Remaining:** $6,870.39
- **What It's Being Used For:** Covers administrative costs related to grant management, including compliance monitoring and reporting.
- **Rationale:** Covers administrative costs for managing the grant in compliance with state and federal requirements.
- **Outcome Goal:** Ensure proper oversight and use of grant funds.

Title II Grant Summary - 2023-2024

Grant Overview:

- **Total Grant Amount:** $330,196.53
- **Paid to Date:** $242,899.34
- **Remaining Balance:** $87,297.19

Spending Details with Rationale

1. Project-Based Learning Training - Is there a contract with this organization? How are we measuring impact? [redacted] will check this. Yes- PBLWorks.

- **Allocated:** $15,650.00
- **Paid to Date:** $5,150.00
- **Remaining Balance:** $10,500.00
- **What It's Being Used For:** This activity supports the provision of the Buck Institute's (1) Teacher Online Consultancy package for the 24-25 school year, which consists of 20 hours of individualized professional development for staff targeted to meet their individual needs for PBL design/work in the classroom ($5,150.00) and (2) PBL Classroom Walkthroughs conducted during an onsite visit ($10,500).
- **Rationale:** Enhances innovative teaching methods to engage students actively.
- **Outcome Goal:** Improved instructional practices and deeper student understanding.

2. Mentorship for Principals and Assistant Principals - Amendment made (Arx Ed $7350)

- **Allocated:** $17,500.00
- **Paid to Date:** $7,500.00
- **Remaining Balance:** $10,000.00
- **What It's Being Used For:**
  - Mentor fees through the New Hampshire Association of School Principals (NHASP).
  - Coaching sessions designed to build leadership capacity.
- **Rationale:** Strengthen leadership capacity through mentorship.
- **Outcome Goal:** Enhanced school leadership and culture.

3. Monarch School Equitable Services - Can't touch this.

- **Allocated Amount:** $5,087.35
- **Paid Amount:** $4,499.00
- **Remaining Balance:** $588.35
- **What It's Being Used For:** Certification program costs for two staff members to become Non-Violent Crisis Prevention Intervention (CPI) instructors.
- **Rationale:** Train staff in non-violent crisis intervention techniques.
- **Outcome:** Reduced physical altercations and increased staff expertise.

4. Annual National Dropout Prevention Conference - How are we measuring impact? Amendment needed: Annie.

- **Allocated Amount:** $10,880.00
- **Paid Amount:** $9,011.01
- **Remaining Balance:** $1,868.99
- **Use of Funds:**
  - Registration fees for four staff members to attend the National Dropout Prevention Conference ($4,480).

- Travel expenses, including airfare, hotel, meals, and ground transportation for four participants ($6,400 estimated, $4,531.01 paid).
- Certification in Trauma-Skilled Specialist Program for all attendees ($1,500).

- **Rationale:** To increase staff expertise in trauma-informed practices and dropout prevention strategies.
- **Outcome:** Enhanced capacity to implement social-emotional supports and interventions, with improved tiered support systems for the 2024-2025 school year.

5. **Critical Incident Response Team (CIRT) - Will be fully expended by May.**

- **Allocated Amount:** $10,183.20
- **Paid Amount:** $5,091.60
- **Remaining Balance:** $5,091.60
- **Use of Funds:**
  - Annual stipends for the Lead Coach ($2,500/year for 2 years) and Assistant Lead Coach ($1,500/year for 2 years).
  - Social security contributions and state retirement costs for stipends.
- **Rationale:** Develop and maintain a team of mental health service providers to respond to traumatic events in the district.
- **Outcome:** Adequately trained team to minimize disruptions to learning caused by crises and ensure a supportive school climate.

6. **Multi-Tiered System of Supports (MTSS) District Team - What is our measure to determine impact? Fully expended by May.**

- **Allocated Amount:** $10,183.20
- **Paid Amount:** $5,091.60
- **Remaining Balance:** $5,091.60
- **Use of Funds:**
  - Stipends for two MTSS coaches ($2,000/year for two years).
  - Social security contributions and state retirement costs for stipends.
- **Rationale:** Ensure the MTSS District Team has adequately trained coaches to support Tier I, II, and III interventions.
- **Outcome:** Effective implementation of MTSS, leading to improved academic and behavioral interventions across the district.

7. **New Teacher Mentoring - How are we measuring impact? Fully expended by May. [redacted] will confirm amount. $9000 is available.**

- **Allocated Amount:** $49,006.65
- **Paid Amount:** $0
- **Remaining Balance:** $49,006.65
- **Use of Funds:**
  - Stipends for a Lead Mentor Coordinator ($2,500) and four Assistant Mentor Coordinators ($1,500 each).
  - $500/year stipends for 60 mentors.
  - Social security contributions and state retirement costs for stipends.
- **Rationale:** Support new teachers through year-long mentorship to improve instructional effectiveness and teacher retention.
- **Outcome:** Enhanced teacher capacity, classroom management, and district alignment for new educators.

Title III Grant Summary 2023-2024

Grant Overview:

- **Total Grant Amount:** $17,097.14
- **Paid to Date:** $6,331.26
- **Remaining Balance:** $10,765.88

Spending Details with Rationale

1. Language Instruction Educational Supplies - How are we measuring impact? Will be fully expended by [redacted]

- **Allocated:** $2,000.00
- **Paid to Date:** $75.12
- **Remaining Balance:** $1,924.88
- **What It's Being Used For:**
  - Purchase of *English 3D Curriculum* ($1,157.10).
  - Three collapsible rolling carts for ESOL devices ($89.97 each).
  - Two laptops with accessories ($752.93 total).
- **Rationale:**
  - Provides supplemental instructional resources to support ESOL students in developing their English language skills.
  - Ensures access to modern, portable resources for better engagement and learning outcomes.
- **Outcome Goal:** 20% of students receiving these resources will show an increase in WIDA ACCESS scores for the 2024-25 school year.

2. Temporary ESOL Instructor - How are we measuring impact? Make an amendment. AMENDMENT DONE. TRANSLATIONS/INTERPRETATIONS

- **Allocated:** $6,011.38
- **Paid to Date:** $0.00
- **Remaining Balance:** $6,011.38
- **What It's Being Used For:**
  - Hiring a temporary ESOL instructor for 12 weeks (November 2024–March 2025).
  - Covers salary ($5,584.19) and Social Security contributions ($427.19).
- **Rationale:**
  - Provides targeted, supplemental language instruction for students identified as needing additional support.
  - Focuses on McClelland and William Allen Elementary Schools, where WIDA scores indicate higher needs.
- **Outcome Goal:** Increase language proficiency and WIDA scores for at least 20% of the students receiving additional instruction.

3. Professional Development for ESOL Staff - How are we measuring impact? Amendment AnnieAMENDMENT DONE. TRANSLATIONS/INTERPRETATIONS

- **Allocated:** $8,152.50
- **Paid to Date:** $6,095.71
- **Remaining Balance:** $2,056.79
- **What It's Being Used For:**
  - Sending two ESOL teachers and one administrator to the 2024 TESOL International Conference in Tampa, FL.

- Includes registration ($1,185), TESOL membership ($315), lodging ($3,528), flights ($1,950), per diem meals ($724.50), and travel-related expenses ($450).
- **Rationale:**
  - Provides exposure to the latest research and best practices in ESOL instruction.
  - Enhances teaching strategies and curriculum implementation in the district.
- **Outcome Goal:** Improved instructional practices, resulting in higher student achievement and better classroom engagement.

4. Family Engagement Event - [redacted] will organize before this school year concludes.

- **Allocated:** $500.00
- **Paid to Date:** $0.00
- **Remaining Balance:** $500.00
- **What It's Being Used For:**
  - Organizing a family event to promote English language learning through literacy activities.
  - Includes purchasing content-appropriate books and educational supplies for families.
- **Rationale:**
  - Engages families in supporting their children's language development.
  - Strengthens the home-school connection for ESOL families.
- **Outcome Goal:** 20% of parents at each school attend the event, fostering increased family engagement.

5. Indirect Costs - (overspend on line that paid [redacted] with all indirect costs for 2023-2024 grants)

- **Allocated:** $433.26
- **Paid to Date:** $160.43
- **Remaining Balance:** $272.83
- **What It's Being Used For:** Administrative costs for managing and reporting grant activities.
- **Rationale:** Ensures proper oversight and compliance with grant guidelines.
- **Outcome Goal:** Effective and compliant grant management.

Title IV Grant Summary 2023-2024

Grant Overview:

- **Total Grant Amount:** $192,231.87
- **Paid to Date:** $23,147.45
- **Remaining Balance:** $169,084.42

Spending Details with Rationale

1. Rochester Middle School (RMS) Academic Support Programs - Will this be expended by the end of the year? How are we measuring impact? [redacted] FEV tutoring has dissolved. The rest is on schedule.

- **Allocated:** $40,194.37
- **Paid to Date:** $0.00
- **Remaining Balance:** $40,194.37
- **What It's Being Used For:**
  - **Saturday Academic Instruction:** Four Saturdays of academic support for up to 30 students per session, with teachers and paraprofessionals providing focused help in math, science, ELA, and other subjects.
  - **Afterschool Academic Support:** Biweekly sessions with four rotating teachers supporting up to 30 students per session.
  - **FEV Tutoring Contract:** Virtual tutoring tailored to individual student needs, integrated with school assessments, and accessible 24/7.
- **Rationale:** Addresses learning gaps among RMS students, particularly underrepresented subgroups, by offering additional academic opportunities.
- **Outcome Goal:** Increase student achievement in math and ELA by 10% for students who regularly attend.

2. Bud Carlson Academy Acadia Field Ecology Course - Are we still using the funds as intended? How are we measuring impact? [redacted] (spring)

- **Allocated:** $4,564.05
- **Paid to Date:** $0.00
- **Remaining Balance:** $4,564.05
- **What It's Being Used For:**
  - A four-day experiential learning program at Acadia National Park for 12 students, including pre-trip readings, data collection, and ecological lessons.
  - Covers travel, lodging, park fees, and teacher stipends.
- **Rationale:** Provides hands-on science education to deepen understanding of ecological systems and promote student engagement.
- **Outcome Goal:** Increase student proficiency in state science assessments by 10%.

3. Spaulding High School Raider Pathway Program - Make an amendment

- **Allocated:** $2,600.00
- **Paid to Date:** $0.00
- **Remaining Balance:** $2,600.00
- **What It's Being Used For:** One-day ropes course at UNH's Brown Center to enhance confidence, conflict resolution, and social skills for at-risk students.
- **Rationale:** Addresses social-emotional needs and builds teamwork and resilience in students struggling academically or socially.
- **Outcome Goal:** 75% of participants self-report increased confidence and social skills.

4. McClelland Kindergarten Transition Program - Is this for summer of 2025? What's our metric? [redacted] Yes - for this summer. Working on the metric.

- **Allocated:** $2,621.83
- **Paid to Date:** $0.00
- **Remaining Balance:** $2,621.83
- **What It's Being Used For:** A one-day summer program to support incoming kindergarten students and their families, including teacher and paraeducator salaries and supplies.
- **Rationale:** Reduces anxiety and ensures readiness for the school year by identifying and addressing student needs early.
- **Outcome Goal:** 100% of participating students and families feel prepared for kindergarten.

5. Spaulding High School Jumpstart Program - Why wasn't this allocated this past summer or did we not run it or are we running it the summer of 2025? [redacted] - will be expended by July 2025

- **Allocated:** $15,144.62
- **Paid to Date:** $0.00
- **Remaining Balance:** $15,144.62
- **What It's Being Used For:**
  - Four-week summer program offering math and ELA interventions for incoming freshmen, as well as social-emotional learning activities.
  - Includes teacher and paraeducator salaries, a teacher leader stipend, supplies, and a field trip to Seacoast Science Center.
- **Rationale:** Prepares at-risk students for high school by strengthening academic skills and fostering a sense of belonging.
- **Outcome Goal:** Improve math and ELA scores by 10% for participants.

6. CTE Exploratory Summer Camp - Why wasn't this allocated this past summer or did we not run it? [redacted] will run summer of 2025.

- **Allocated:** $5,811.56
- **Paid to Date:** $0.00
- **Remaining Balance:** $5,811.56
- **What It's Being Used For:** A summer camp for career exploration in six career and technical education (CTE) programs, providing hands-on activities for students.
- **Rationale:** Helps students explore potential career pathways and increases awareness of CTE options.
- **Outcome Goal:** 20% increase in enrollment in CTE programs among participants.

7. Rochester Middle School Social Worker - Are these funds being used as intended? Who is it? [redacted]

- **Allocated:** $56,354.65
- **Paid to Date:** $11,232.03
- **Remaining Balance:** $45,122.62
- **What It's Being Used For:** Full-time social worker position to support students and families, addressing barriers like attendance, trauma, and mental health.
- **Rationale:** Provides critical social-emotional support and connects families with community resources.
- **Outcome Goal:** 50% reduction in disciplinary infractions for students receiving support.

8. MTSS/PBIS Support for Rochester Middle School - Are these funds being used as intended? Who/how are we progress monitoring this? [redacted] will see if it was charged to another account.

- **Allocated:** $18,400.00

- **Paid to Date:** $0.00
- **Remaining Balance:** $18,400.00
- **What It's Being Used For:** Consultation services for implementing Tier I and II SEL supports and PBIS frameworks, including visual aids for behavioral expectations.
- **Rationale:** Promotes a positive school climate and reduces disciplinary referrals.
- **Outcome Goal:** 10% reduction in office discipline referrals.

9. Technology Integration Program - Are these funds being used as intended? Is this [redacted] Will we use it all? Make an amendment for the entire salary.

- **Allocated:** $39,907.02
- **Paid to Date:** $9,079.85
- **Remaining Balance:** $30,827.17
- **What It's Being Used For:** Education Technology Coach position to support students and staff in using digital tools effectively for learning.
- **Rationale:** Enhances student engagement and learning through better integration of technology.
- **Outcome Goal:** Increased academic scores for students receiving support.

10. Indirect Costs - How are these funds being utilized? (overspend on line that paid [redacted] with all indirect costs for 2023-2024 grants)

- **Allocated:** $4,384.77
- **Paid to Date:** $586.57
- **Remaining Balance:** $3,798.20
- **What It's Being Used For:** Administrative costs for managing the grant.
- **Rationale:** Ensures compliance and effective use of funds.
- **Outcome Goal:** Proper management and reporting of grant activities.

Bud Carlson Academy CSI Grant 2024-2025

TARGET ALLOCATION:	$45,022.55
INDIRECT COST RATE:	2.60 %
MAX ALLOWED INDIRECT COSTS:	$1,140.92

Title I Grant Summary 2024-2025

Grant Overview:

- **Total Grant Amount:** $1,645,364.25
- **Paid to Date:** $249,949.93
- **Remaining Balance:** $1,395,414.32

Spending Details with Rationale

1. William Allen School Title I Program - WILL THESE FUNDS BE EXPENDED AS OUTLINED BY AUGUST 2025 NOT INCLUDING ITEMS OUTSIDE OF PERSONNEL? How are we measuring impact?
INTENT IS TO USE FOR NEXT SCHOOL YEAR - DO NO EXPEND ANY FURTHER

- **Allocated:** $387,422.44
- **Paid to Date:** $65,576.96
- **Remaining Balance:** $321,845.48
- **What It's Being Used For:**
  - Salaries for 3.0 FTE Title I teachers, 1.0 FTE social worker, and 1.0 FTE school counselor.
  - SEL curriculum and instructional supplies, including Project Wayfinder SEL materials, reading and math intervention materials, and web-based tools like *Investigation in Number, Data & Space*.
- **Rationale:** Supports targeted instruction and social-emotional learning to improve academic outcomes for underserved students.
- **Outcome Goal:** Over 50% of students achieve their target growth in math and reading as measured by NWEA and DIBELS.

2. Gonic School Title I Program - WILL THESE FUNDS BE EXPENDED AS OUTLINED BY AUGUST 2025? How are we measuring impact? INTENT IS TO USE FOR NEXT SCHOOL YEAR - DO NO EXPEND ANY FURTHER

- **Allocated:** $192,312.95
- **Paid to Date:** $6,500.00
- **Remaining Balance:** $185,812.95
- **What It's Being Used For:**
  - Salaries for 1.0 FTE Title I teacher and 1.0 FTE social worker.
  - Instructional materials, books, and SEL curriculum through Project Wayfinder.
- **Rationale:** Provides instructional and social-emotional support for students to meet academic benchmarks.
- **Outcome Goal:** 50% of students will exceed predicted growth in math and reading.

3. School Street School Title I Program - WILL THESE FUNDS BE EXPENDED AS OUTLINED BY AUGUST 2025 NOT INCLUDING ITEMS OUTSIDE OF PERSONNEL? How are we measuring impact?
INTENT IS TO USE FOR NEXT SCHOOL YEAR - DO NO EXPEND ANY FURTHER

- **Allocated:** $130,193.56
- **Paid to Date:** $33,304.65
- **Remaining Balance:** $96,888.91
- **What It's Being Used For:**
  - Salaries for 0.50 FTE school counselor and 1.0 FTE math teacher.
  - SEL curriculum and instructional resources such as math manipulatives and reading interventions.
- **Rationale:** Strengthens math instruction and SEL support for students requiring additional academic assistance.
- **Outcome Goal:** Over 50% of students meet their NWEA math and reading targets.

4. Chamberlain Street School Title I Program - WILL THESE FUNDS BE EXPENDED AS OUTLINED BY AUGUST 2025 NOT INCLUDING ITEMS OUTSIDE OF PERSONNEL? How are we measuring impact?
INTENT IS TO USE FOR NEXT SCHOOL YEAR - DO NO EXPEND ANY FURTHER

- **Allocated:** $271,234.30
- **Paid to Date:** $47,501.40
- **Remaining Balance:** $223,732.90
- **What It's Being Used For:**
  - Salaries for 1.5 FTE Title I teachers, 1.0 FTE social worker, and 0.8 FTE paraeducator.
  - SEL and instructional materials, including books and intervention resources.
- **Rationale:** Provides intensive instructional and SEL support to Title I students.
- **Outcome Goal:** Over 50% of students achieve their NWEA math and reading growth goals.

5. East Rochester School Title I Program - WILL THESE FUNDS BE EXPENDED AS OUTLINED BY AUGUST 2025? How are we measuring impact?
INTENT IS TO USE FOR NEXT SCHOOL YEAR - DO NO EXPEND ANY FURTHER

- **Allocated:** $193,234.59
- **Paid to Date:** $46,290.46
- **Remaining Balance:** $146,944.13
- **What It's Being Used For:**
  - Salaries for 2.0 FTE Title I teachers.
  - SEL and instructional supplies, including Project Wayfinder materials and intervention tools.
- **Rationale:** Supports targeted instructional services for underserved students.
- **Outcome Goal:** Over 50% of students meet their NWEA math and reading targets.

6. Administrative Set-Aside for Federal Grant Management - NEED AN AMENDMENT; OUR NEW ACCOUNTING AND GRANTS MANAGER WILL BE 100% FUNDED THROUGH TITLE I. INTENT IS TO USE FOR NEXT SCHOOL YEAR - DO NO EXPEND ANY FURTHER

- **Allocated:** $112,071.17
- **Paid to Date:** $23,847.23
- **Remaining Balance:** $88,223.94
- **What It's Being Used For:** Salaries and benefits for the Title I Director (0.7 FTE), tuition reimbursement, travel, and general supplies.
- **Rationale:** Ensures effective management, oversight, and compliance with Title I funding requirements.
- **Outcome Goal:** Maintain compliance with funding regulations and support schools in achieving academic targets.

7. Family Engagement Activities - LET'S JOURNAL ENTRY OUR FAMILY ENGAGEMENT ROUNDTABLE EXPENDITURES AND FUTURE ONES; ARE THERE ANY OTHER FACE EVENTS IN ANY OF OUR 5 TITLE I SCHOOLS THAT WE CAN JOURNAL ENTRY?

- **Allocated:** $16,453.64
- **Paid to Date:** $222.22
- **Remaining Balance:** $16,231.42
- **What It's Being Used For:** Family engagement events, including supplies, books, childcare, and teacher stipends for activities outside regular hours.
- **Rationale:** Increases parent involvement to support children's learning at home.
- **Outcome Goal:** Strengthen family-school partnerships and improve student learning outcomes.

8. McKinney-Vento Homeless Program Set-Aside - WE WILL MAKE AN AMENDMENT; WE WILL NOT BE BACKFILLING JENN'S POSITION; WE'LL FUND OUR INSTRUCTIONAL COACHES THROUGH TITLE I.

INTENT IS TO USE FOR NEXT SCHOOL YEAR - DO NO EXPEND ANY FURTHER

- **Allocated:** $116,916.84
- **Paid to Date:** $20,404.08
- **Remaining Balance:** $96,512.76
- **What It's Being Used For:**
  - Salaries for the McKinney-Vento liaison (0.87 FTE) and assistant (part-time).
  - Office supplies, student materials, and transportation costs for homeless students.
- **Rationale:** Ensures homeless students receive transportation and resources for educational stability.
- **Outcome Goal:** Homeless students achieve comparable academic growth to their housed peers.

9. Transportation for McKinney-Vento Students - ARE WE UTILIZING THESE FUNDS FOR MCKINNEY VENTO?
INTENT IS TO USE FOR NEXT SCHOOL YEAR - DO NO EXPEND ANY FURTHER, IF POSSIBLE

- **Allocated:** $185,749.51
- **Paid to Date:** $0.00
- **Remaining Balance:** $185,749.51
- **What It's Being Used For:** Supplementary transportation costs for homeless students in compliance with the McKinney-Vento Act.
- **Rationale:** Supports attendance and access to education for students experiencing homelessness.
- **Outcome Goal:** Ensure all McKinney-Vento students attend school consistently.

10. Professional Development for McKinney-Vento Implementation - DID THIS PAY FOR [redacted] FLORIDA PD?

- **Allocated:** $4,600.00
- **Paid to Date:** $1,401.96
- **Remaining Balance:** $3,198.04
- **What It's Being Used For:** Registration and travel for the McKinney-Vento liaison and Title I Director to attend the Annual National Association for the Education of Homeless Children and Youth Conference.
- **Rationale:** Enhances knowledge of McKinney-Vento regulations and effective practices for supporting homeless students.
- **Outcome Goal:** Improved district-level expertise to better support homeless children and families.

11. Equitable Services for Non-Public Schools - IS THIS STAFF BEING PAID TO SERVICE [redacted] How are we measuring impact?

- **Allocated:** $2,913.21
- **Paid to Date:** $0.00
- **Remaining Balance:** $2,913.21
- **What It's Being Used For:** Tutoring services and instructional supplies for one eligible student attending a non-public school.
- **Rationale:** Provides equitable academic support in compliance with Title I requirements.
- **Outcome Goal:** Academic growth and success for the eligible student.

12. Indirect Costs - WHAT IS THIS BEING USED FOR?

- **Allocated:** $32,262.04
- **Paid to Date:** $4,900.97
- **Remaining Balance:** $27,361.07
- **What It's Being Used For:** Administrative costs associated with grant management.
- **Rationale:** Ensures effective use and compliance of Title I funds.
- **Outcome Goal:** Maintain proper oversight of grant activities.

Title II Grant Summary 2024-2025

Grant Overview:

- **Total Grant Amount:** $366,841.85
- **Paid to Date:** $174,778.51
- **Remaining Balance:** $192,063.34

Spending Details with Rationale

1. Multi-Tiered Systems of Support (MTSS) Coaching - ARE STIPENDS BEING PAID? UNH? How are we measuring impact?

INTENT IS TO USE FOR NEXT SCHOOL YEAR - DO NO EXPEND ANY FURTHER

- **Allocated:** $26,472.50
- **Paid to Date:** $0.00
- **Remaining Balance:** $26,472.50
- **What It's Being Used For:** Contracting with the University of New Hampshire's Institute on Disability to provide ongoing coaching for MTSS teams, including monthly district coaching and quarterly meetings for Tier I, II, and III teams.
- **Rationale:** Ensures consistent, evidence-based academic and behavioral interventions across all schools.
- **Outcome Goal:** Achieve 60% fidelity on Tier I implementation and 40% on Tier II and III as measured by the Tiered Fidelity Inventory (TFI). Reduce discipline referrals and improve school culture.

2. Panorama Student Success and Stakeholder Surveys - WHY DIDN'T WE EXPEND THIS ENTIRELY? The balance will be used for the FY26 invoice.

- **Allocated:** $32,653.33
- **Paid to Date:** $16,326.67
- **Remaining Balance:** $16,326.66
- **What It's Being Used For:**
    - Implementation of Panorama's SEL and stakeholder surveys, data tracking, and progress monitoring for teachers and administrators.
    - Includes training for teachers on data-driven decision-making and SEL integration.
- **Rationale:** Provides a data platform to enhance teacher capacity and retention while improving student outcomes.
- **Outcome Goal:** Increased teacher retention rates and improved student NWEA results and SEL engagement.

3. Personalized Learning Professional Development: Portrait of a Learner - ED ELEMENTS - We need to have a measure to determine impact.

- **Allocated:** $92,123.00
- **Paid to Date:** $46,061.00
- **Remaining Balance:** $46,062.00
- **What It's Being Used For:**
    - Contract with Education Elements to refine personalized learning strategies through the "Portrait of a Learner" initiative.
    - Includes consultation and training for leadership and staff to align instruction with strategic goals.
- **Rationale:** Enhances personalized learning strategies to ensure a cohesive, future-focused approach to student success.
- **Outcome Goal:** Improved student outcomes on NWEA and state assessments, with enhanced teacher capacity and satisfaction.

4. Teacher Leadership for Competency-Based Learning - WHO IS BEING PAID FOR THIS? How are we measuring impact?

INTENT IS TO USE FOR NEXT SCHOOL YEAR - DO NO EXPEND ANY FURTHER

- **Allocated:** $7,637.40
- **Paid to Date:** $0.00
- **Remaining Balance:** $7,637.40
- **What It's Being Used For:** Stipends for 12 teacher leaders (two per grade level, K-5) to support their peers in implementing competency-based learning.
- **Rationale:** Provides teacher leadership to ensure rigorous and relevant curricula, fostering collaboration and improving instructional strategies.
- **Outcome Goal:** Increase student engagement and performance by embedding effective instructional practices district-wide.

5. Teacher Leadership in Literacy and Mathematics - WHO IS BEING PAID FOR THIS? How are we measuring impact?

INTENT IS TO USE FOR NEXT SCHOOL YEAR - DO NO EXPEND ANY FURTHER

- **Allocated:** $2,545.75
- **Paid to Date:** $0.00
- **Remaining Balance:** $2,545.75
- **What It's Being Used For:** Two stipends for teacher leaders in elementary-level literacy and mathematics to collaborate with the Curriculum, Instruction, and Assessment Coach.
- **Rationale:** Strengthens core instruction in literacy and math through targeted teacher leadership.
- **Outcome Goal:** Improved student achievement in math and literacy as measured by district assessments.

6. Indirect Costs - WHAT IS THIS BEING USED FOR?

- **Allocated:** $3,427.03
- **Paid to Date:** $1,446.13
- **Remaining Balance:** $1,980.90
- **What It's Being Used For:** Administrative costs to ensure effective management and compliance with grant requirements.
- **Rationale:** Supports oversight and reporting of all grant activities.
- **Outcome Goal:** Effective fiscal and programmatic management of grant funds.

Title III Grant Summary 2024-2025 - RETURNED - LET'S FUND A % OF FACE DIRECTOR

Grant Overview:

- **Total Grant Amount:** $16,031.76
- **Paid to Date:** $1,530.00
- **Remaining Balance:** $14,501.76

Spending Details with Rationale

1. Language Instruction Educational Supplies - DELETE

- **Allocated:** $1,000.00
- **Paid to Date:** $0.00
- **Remaining Balance:** $1,000.00
- **What It's Being Used For:** Purchase of instructional supplies such as College Approved Word-to-Word Glossaries, updated headphones, and bilingual reading materials to support ESOL students.
- **Rationale:**Enhances access to learning tools for ESOL students, enabling better comprehension and engagement in language acquisition.
- **Outcome Goal:**Increased student engagement and improvement in WIDA scores as a measure of language proficiency.

2. Family and Community Engagement Event - DELETE?

- **Allocated:** $500.00
- **Paid to Date:** $0.00
- **Remaining Balance:** $500.00
- **What It's Being Used For:**
  - Hosting a family literacy event to promote English language learning through community engagement.
  - Families will receive at least one content-appropriate book and educational supplies to extend learning at home.
- **Rationale:** Strengthens family engagement by providing resources and strategies to support students outside of school.
- **Outcome Goal:** 20% of EL parents at each school will attend, fostering stronger school-family relationships.

3. Indirect Costs

- **Allocated:** $30.00
- **Paid to Date:** $0.00
- **Remaining Balance:** $30.00
- **What It's Being Used For:** Administrative expenses for effective grant management and compliance with federal regulations.
- **Rationale:** Ensures proper oversight and reporting of grant activities.
- **Outcome Goal:** Effective and compliant management of the grant.

Title IV Grant Summary 2024-2025 - RETURNED - LET'S FUND C&C SPECIALISTS

Grant Overview:

- **Total Grant Amount:** $201,998.46
- **Paid to Date:** $0.00
- **Remaining Balance:** $201,998.46

1. Rochester Middle School (RMS) Social Worker - DID WE HIRE THIS POSITION? There is one earmarked with 2023-2024 grant funds. How are we measuring impact?

- **Allocated:** $57,748.27
- **Paid to Date:** $0.00
- **Remaining Balance:** $57,748.27
- **What It's Being Used For:**
  - Salary and benefits for a full-time Social Worker during the 2025-26 school year.
  - Supports students and families by addressing barriers such as school attendance, homelessness, trauma, and disciplinary issues.
  - Conducts home visits, provides individual and group counseling, and connects families with community resources.
- **Rationale:** Improves academic outcomes and school culture by addressing personal and psychological challenges impacting student success.
- **Outcome Goal:**
  - 70% of students and families working with the Social Worker will report increased access to resources.
  - 50% of participating students will show reduced disciplinary infractions and improved academic performance.

2. Education Technology Coach - Is Beth being paid out of this? This is also being paid out of a 2023-2024 grant. How are we measuring impact?

- **Allocated:** $40,572.03
- **Paid to Date:** $0.00
- **Remaining Balance:** $40,572.03
- **What It's Being Used For:**
  - Funds 0.65 FTE of a district-wide Education Technology Coach.
  - Provides 1:1 support to students and teachers in effectively using online tools and digital curriculum platforms.
  - Enhances engagement and accessibility for programs such as Google Classroom, IXL, Amplify, and iReady.
- **Rationale:** Addresses technology-related barriers to learning by providing direct support to staff and students.
- **Outcome Goal:**
  - 100% of supported students will demonstrate effective use of online tools.
  - Increased academic assessment scores across K-12 grades as students improve their use of digital resources.

3. Indirect Costs

- **Allocated:** $1,966.41
- **Paid to Date:** $0.00
- **Remaining Balance:** $1,966.41
- **What It's Being Used For:** Administrative costs associated with managing the Title IV grant.
- **Rationale:** Ensures compliance with grant requirements and effective program implementation.
- **Outcome Goal:** Proper fiscal management and reporting of all grant activities.

IDEA/Preschool Grant Summary 2024-2025 - RETURNED

Grant Overview:

- **Total IDEA Grant Amount:** $1,185,012.32
- **Paid to Date:** $255,753.96
- **Remaining Balance:** $929,258.36
- **Total Preschool Grant Amount:** $37,805.54
- **Paid to Date:** $10,917.12
- **Remaining Balance:** $26,888.42

Spending Details with Rationale

1. Mainstream Liaison and Special Education Teachers - WHO ARE THESE TEACHERS AND WILL THIS BE EXPENDED BY AUGUST 2025? How are we measuring impact?

- **Allocated:** $657,152.10
- **Paid to Date:** $127,522.90
- **Remaining Balance:** $529,629.20
- **What It's Being Used For:**
  - Salaries and benefits for:
    - 1 full-time Mainstream Liaison ($80,830.14 salary + benefits).
    - 4 full-time special education teachers at elementary and high school levels ($345,477.14 salaries + benefits).
  - Supports transition of students from out-of-district placements to least restrictive settings.
- **Rationale:** Addresses the need for specialized support for students with IEPs in transitioning and providing direct instruction.
- **Outcome Goal:** Increase in the percentage of students successfully reintegrated into public schools.

2. Preschool Special Education Teacher - WHO IS THIS? WILL THIS BE EXPENDED BY AUGUST 2025? How are we measuring impact?

- **Allocated:** $36,655.67
- **Paid to Date:** $10,917.12
- **Remaining Balance:** $25,738.55
- **What It's Being Used For:** Salaries and benefits for a part-time (0.31 FTE) preschool special education teacher.
- **Rationale:** Provides early intervention and supports families navigating the special education process for the first time.
- **Outcome Goal:** Improved readiness and outcomes for preschool students with IEPs.

3. Preschool General Supplies - ARE WE PURCHASING THIS?

- **Allocated:** $1,149.87
- **Paid to Date:** $0.00
- **Remaining Balance:** $1,149.87
- **What It's Being Used For:** Purchase of educational materials such as manipulatives, workbooks, and art supplies for preschool students with IEPs.
- **Rationale:** Enhances engagement and learning outcomes for preschool students.
- **Outcome Goal:** Demonstrated improvement in preschool learning outcomes and developmental milestones.

4. Special Education Court Liaison - STIPEND FOR [redacted] OR ROLL INTO A POSITION TO TAKE THIS OVER? Determine metric to measure impact.

- **Allocated:** $13,802.80
- **Paid to Date:** $3,677.10
- **Remaining Balance:** $10,125.70
- **What It's Being Used For:** Salary and benefits for a part-time (0.13 FTE) Court Liaison to manage court-related IEP compliance for students.
- **Rationale:** Ensures compliance with legal requirements and reduces barriers for students with IEPs involved in court orders.
- **Outcome Goal:** Reduced dropout rates and improved academic compliance for students with court-ordered IEPs.

5. Contracted School Psychologist Services - Are we not using this for as intended?

- **Allocated:** $264,310.87
- **Paid to Date:** $0.00
- **Remaining Balance:** $264,310.87
- **What It's Being Used For:**
  - Contract with Boothby Therapy Services for up to 10 days/week of psychological services.
  - Includes evaluations, therapy, and consultation for teachers, staff, and parents.
- **Rationale:** Addresses critical shortages in school psychology services and ensures timely evaluations and support.
- **Outcome Goal:** Improved IEP compliance and outcomes for students requiring psychological services.

6. Special Education Facilitator/Coordinator - IS THIS [redacted] WILL FUNDS BE EXPENDED BY AUGUST, 2025?

- **Allocated:** $128,318.62
- **Paid to Date:** $26,361.57
- **Remaining Balance:** $101,957.05
- **What It's Being Used For:** Full-time (1.0 FTE) position to support IEP teams year-round and manage transitions between school levels.
- **Rationale:** Provides continuity and expertise in developing and monitoring IEPs.
- **Outcome Goal:** Improved post-secondary transition planning and increased parent satisfaction with IEP services.

7. Extended School Year (ESY) Services - Why did we use 2024-2025 funds for this past summer's ESY? The dates were July-August 2024, which were FY25.

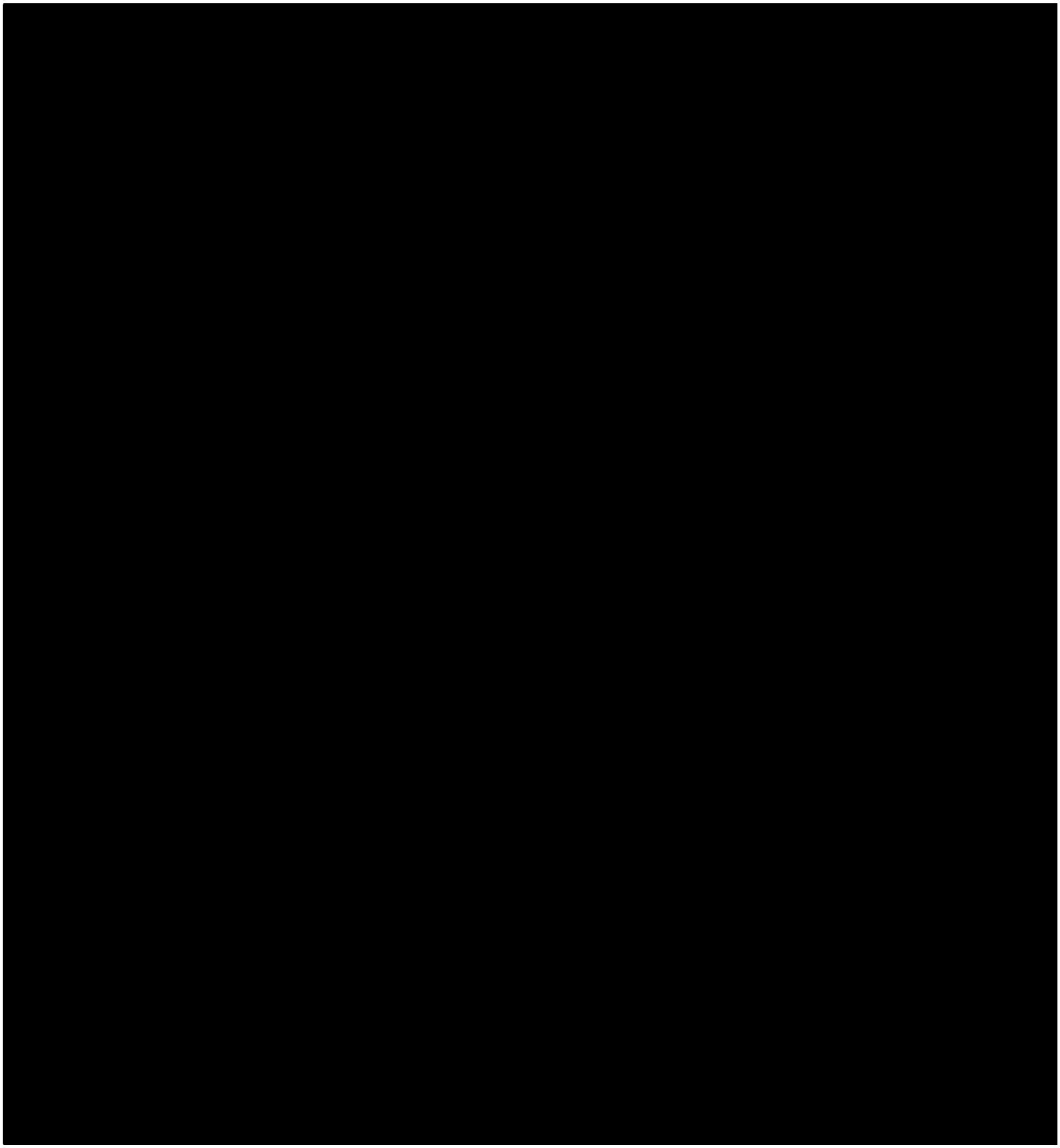
- **Allocated:** $98,192.39
- **Paid to Date:** $98,192.39
- **Remaining Balance:** $0.00
- **What It's Being Used For:**
  - Salaries and benefits for ESY teachers, paraprofessionals, and service providers.
  - Includes contracted services with Bill White Consulting for autism and behavioral support specialists.
- **Rationale:** Prevents regression of skills during the summer for students with IEPs.
- **Outcome Goal:** Maintenance or improvement of IEP goals for students receiving ESY services.

8. Indirect Costs - WHAT IS THIS BEING USED FOR?

- **Allocated:** $23,235.54
- **Paid to Date:** $0.00
- **Remaining Balance:** $23,235.54
- **What It's Being Used For:** Administrative costs for managing and reporting grant activities.
- **Rationale:** Ensures compliance and proper fiscal oversight of IDEA/Preschool funds

- **Outcome Goal:** Effective and compliant grant administration.

[redacted] **Document Production**



SAU54 Google Apps for Education

[redacted]

[redacted] **Update**

[redacted] Mon, Jan 27, 2025 at 6:35 PM

Good evening everyone,
I just spoke with [redacted] and wanted to follow up with everyone to make sure we are on the same page in terms of a communication plan when announcing administration changes.
I want to make sure the communication plan is mindful of our community members who are currently experiencing and have experienced a lot of change and turnover over the course of 9 years.

Annie, is your intention to announce the administration changes [redacted] at the same time administration shifts have been finalized for the elementary schools?
I ask only because of the concern for increased anxiety for our current and incoming staff for next year and to ensure a seamless and smooth transition for the new administration.
I feel as though a common message from the SAU office regarding this important transition is needed to maintain positive community trust and relationships.
I will continue to assist in this transition to make sure the community and staff are supported as best as possible.

[redacted]

SAU54 Google Apps for Education

[redacted]

Invitation: [redacted] Weekly 1:1 @ Weekly from 7:15am to 7:45am on Monday (EST)

1 message

Annie Azarloza <azarloza.a@sau54.org> Mon, Jan 27, 2025 at 2:24 PM

[redacted]

When

Weekly from 7:15am to 7:45am on Monday (Eastern Time - New York)

[redacted]

[redacted]

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invite.ics
2K

[redacted]

Mon, Jan 27, 2025 at 2:14 PM

To: Annie Azarloza <azarloza.a@sau54.org>

Hi Annie,

[redacted]

Looking at what I have coming [redacted] mornings will soon be going back to [redacted] finally getting a firmer understanding of district operations.

Respectfully,

[redacted]

SAU54 Google Apps for Education

[redacted]

Re: Administration Update

Annie Azarloza <azarloza.a@sau54.org> Mon, Jan 27, 2025 at 6:44 PM

[redacted]

Hi [redacted]

[redacted] When I'm back in the office tomorrow I'll connect with [redacted] and get back to you. Literally on the runway about to take off back to Boston!

Annie

On Jan 27, 2025, at 6:35 PM [redacted]

Good evening everyone,
I just spoke [redacted] and wanted to follow up with everyone to make sure we are on the same page in terms of a communication plan when announcing administration changes.
I want to make sure the communication plan is mindful of our community members who are currently experiencing and have experienced a lot of change and turnover over the course of 9 years.

Annie, is your intention to announce the administration changes [redacted] at the same time administration shifts have been finalized for the elementary schools?
I ask only because of the concern for increased anxiety for our current and incoming staff for next year and to ensure a seamless and smooth transition for the new administration.
I feel as though a common message from the SAU office regarding this important transition is needed to maintain positive community trust and relationships.
I will continue to assist in this transition to make sure the community and staff are supported as best as possible.
Thank you

[redacted]

SAU54 Google Apps for Education

[redacted]

Re: Mentoring

Annie Azarloza <azarloza.a@sau54.org> Mon, Jan 27, 2025 at 6:38 PM

[redacted]

Hey [redacted]

I'm here for whatever you need. Let me know how I can be of help.

Annie

On Jan 27, 2025, at 2:14 PM [redacted]

[redacted]

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[redacted]

Follow Up

1 message

[redacted] Tue, Jan 28, 2025 at 4:01 PM

To: Annie Azarloza <azarloza.a@sau54.org>

[redacted]

Hi Annie,

Thank you for taking the time to meet with me on Thursday last week.

There is one thing I feel the need to address [redacted] based on our conversation that afternoon. You expressed at one point, because I was on the [redacted] and that you have shared with [redacted] these concerns, you could then share with me a personnel concern [redacted]

Reflecting on this conversation and, after conferring [redacted] garding the concern, I feel I have a responsibility [redacted] to ensure the evaluation process for all [redacted] continues to be followed and appropriate plans are put in place to support [redacted] when there are concerns.

In an effort to be transparent, I want you to be aware that because [redacted] have reached out to [redacted] and included [redacted] n this email to inform [redacted] of this concern, [redacted] and to ensure the evaluation process continues to be followed [redacted]

Respectfully,

[redacted]

SAU54 Google Apps for Education

[redacted]

Re: Follow Up

Annie Azarloza <azarloza.a@sau54.org> Tue, Jan 28, 2025 at 10:48 PM

[redacted]

Hi [redacted]

It's unfortunate that you did not assume best intentions. [redacted] was the one that made me aware of what was shared.

Moving forward, I will not disclose any further information as it appears such discussions are not being used in the best interest of children.

I'm happy to meet to further discuss, but we will not engage in an email debate about this matter.

Annie

On Jan 28, 2025, at 4:02 PM [redacted]

[redacted]

SAU54 Google Apps for Education

[redacted]

[redacted]

Annie Azarloza <azarloza.a@sau54.org> Mon, Feb 3, 2025 at 5:25 AM

[redacted]>

Morning!

Thanks again for coming out again last night!

Did you want to make the announcement [redacted] has been selected [redacted] or did you want this to come from our office? Rumor has it most people already know so we should send out a communication confirming it. Thanks.

Annie

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[redacted]

Annie Azarloza <azarloza.a@sau54.org> Mon, Feb 3, 2025 at 6:46 AM

[redacted]

Thanks! I was confirming because I received another email [redacted] this morning but this time on how [redacted] is a [redacted] and is wondering [redacted] The response [redacted] will get from me is that [redacted] needs to direct all inquiries to you [redacted] I will copy you on that email.

On Feb 3, 2025, at 6:40 AM, [redacted]

Thank you! I believe [redacted] may have already started working on this after we spoke Friday. I know there's been a lot going on. The update from central office is appreciated though, it will help manage staff morale on our end in building.
Thank you again

[redacted]

On Mon, Feb 3, 2025 at 6:34 AM Annie Azarloza <azarloza.a@sau54.org> wrote:
Thanks! We will do that by the end of the day!

On Mon, Feb 3, 2025 at 6:19 AM [redacted]
Good morning,
I had asked that this come from central office with the additional update added on when staff could anticipate hearing news on the new administration.

[redacted]

[redacted]

0901 RSD 0782

--

Annie Azarloza
Superintendent of Schools
Rochester School District
150 Wakefield Street, Second Floor
Rochester, New Hampshire 03867
azarloza.a@sau54.org
Be the change you wish to see in the world. -Gandhi

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[redacted]

Meeting w/S.Downs

1 message

[redacted] Tue, Feb 4, 2025 at 12:54 PM

To: Annie Azarloza <azarloza.a@sau54.org>

Hi Annie,
I wanted to follow up and see if there was a confirmed date/time for your request to meet with Shane Thursday evening prior to the committee meeting?
In addition, as [redacted] I will be requesting an additional [redacted] to join me for this meeting.
Thank you

[redacted]

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[redacted]

Re: Meeting w/S.Downs

1 message

Annie Azarloza <azarloza.a@sau54.org> Wed, Feb 5, 2025 at 8:31 AM

[redacted]

I had mentioned to Shane that we could meet before the committee meetings--maybe around 5:30. I don't anticipate the meeting taking longer than 15 minutes. I like your idea about inviting [redacted] See you tomorrow!

Annie

[redacted]

--

Annie Azarloza
Superintendent of Schools
Rochester School District
150 Wakefield Street, Second Floor
Rochester, New Hampshire 03867
azarloza.a@sau54.org
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[redacted]

Re: DRAFT Email for Admin Announcement

1 message

Annie Azarloza <azarloza.a@sau54.org> Tue, Feb 4, 2025 at 8:18 PM

[redacted]

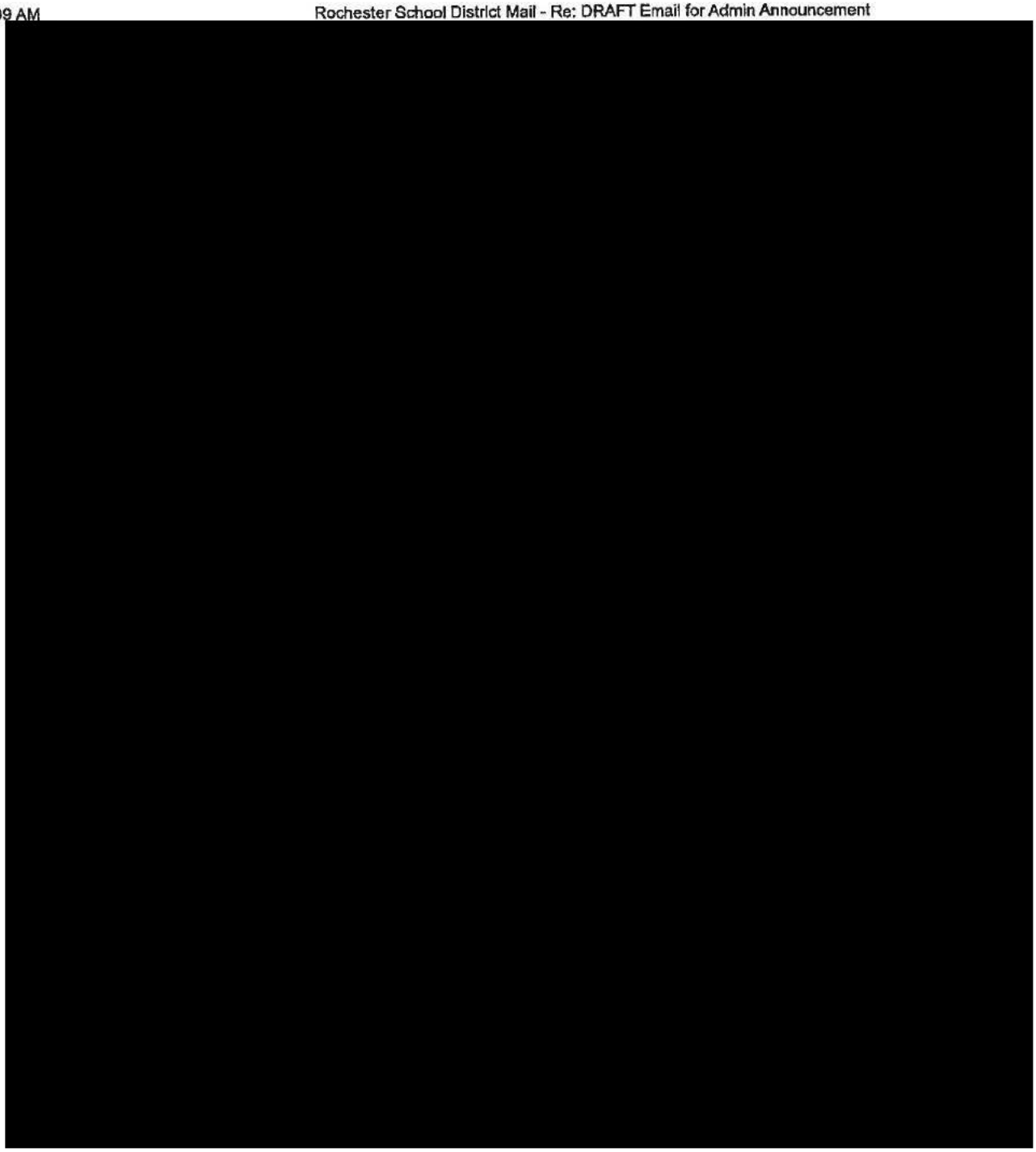
Gotcha. Then perhaps it should be a joint email. [redacted] please work on a joint email and let's have it go out from both parties. That will also show a united front.

On Feb 4, 2025, at 6:02 PM [redacted]

Hello,
That makes sense too. The only difference in this case that we may want to consider is the change from [redacted] which we had previously announced.
Thanks!
[redacted]

On Tue, Feb 4, 2025 at 3:36 PM Annie Azarloza <azarloza.a@sau54.org> wrote:

> Hi Team,
>
> After thinking about this more clearly, does it make sense for the central office to make this announcement when we have not made these types of announcements in the past? Traditionally, the [redacted] Is there a reason why we are deviating from the norm? For example, we would announce w[redacted] oversees that selection process.
>
> Annie
>
> On Mon, Feb 3, 2025 at 3:34 PM [redacted]
>
> > Hello,
> >
> > Here is a draft announcement to send to [redacted] community. Please let me know what you think!
> >
> > [redacted]



SAU54 Google Apps for Education

[redacted]

Re: DRAFT Email for Admin Announcement

Annie Azarloza <azarloza.a@sau54.org> Mon, Feb 3, 2025 at 8:09 PM

[redacted]

Looks good to me, thanks!

On Feb 3, 2025, at 3:44 PM, [redacted]

Hi [redacted]
I think this is fine, but will defer to Annie [redacted] for final thoughts.
Thank you,

[redacted]

[redacted]



SAU54 Google Apps for Education

[redacted]

Re: Monday

1 message

Annie Azarloza <azarloza.a@sau54.org> Thu, Feb 6, 2025 at 9:29 AM

[redacted]

Great, thank you!

On Thu, Feb 6, 2025 at 9:00 AM [redacted]

Thank you for the flexibility. 8:15 on Monday will work.

Hope today is a slower pace for you guys. I'll email shortly some of the updates from my meeting [redacted] and then send another email updating you on where we stand [redacted] after our meeting last night.

Thank you again

[redacted]

On Thu, Feb 6, 2025 at 8:48 AM Annie Azarloza <azarloza.a@sau54.org> wrote:

Hi [redacted]

No worries. 3:45 probably wouldn't work for Shane because he'll be sleeping! But I have a standing meeting with him in the morning when he gets off shift at 8:15 in my office to review the full board agenda for next week. Do you want to meet then?

Annie

On Thu, Feb 6, 2025 at 8:34 AM [redacted]

Good morning Annie,

I apologize for this, but when I got home last night and looked at my home calendar, I realized [redacted] Monday evening at 5pm and won't be able to meet at that time with you and Shane.

Would it be possible to have this meeting at 3:45 on Monday instead?

Thank you,

[redacted]

--

Annie Azarloza
Superintendent of Schools
Rochester School District
150 Wakefield Street, Second Floor
Rochester, New Hampshire 03867
azarloza.a@sau54.org

Be the change you wish to see in the world. -Gandhi

—
Annie Azarloza
Superintendent of Schools
Rochester School District
150 Wakefield Street, Second Floor
Rochester, New Hampshire 03867
azarloza.a@sau54.org
Be the change you wish to see in the world. -Gandhi

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[redacted]

Appreciating your Dedication

1 message

Annie Azarloza <azarloza.a@sau54.org> Thu, Feb 13, 2025 at 8:11 AM
Bcc: _everyone@sau54.org

Good morning Rochester School Community!

Happy Friday Eve!

From the moment I stepped into this role, I have felt an incredible sense of positivity, openness, and a shared commitment to progress across our district. So many of you have embraced the positive changes, welcomed me with open arms, and leaned into the work we are doing together. That energy is contagious—it's spreading through our schools, into our community, and most importantly, to our scholars. When adults show up with optimism, collaboration, and a solutions-oriented mindset, our children feel it too, and that is something truly special.

As we continue this important work together, I want to take a moment to remind everyone about the high standards of ethical behavior we uphold in our district. Policy GBEA guides us in ensuring our conduct remains professional, honest, and student-centered. The way we interact with children, families, and colleagues shapes not only our school culture but also how our community views us as educators and role models.

Additionally, I want to emphasize the importance of open communication. If you ever have concerns—whether about workplace matters, ethical dilemmas, or any other professional issues—please bring them to your direct supervisor or Human Resources so that we can work through challenges at the appropriate level. At the same time, please know that my door is always open to listen, support, and understand the experiences of those who make our district thrive. I deeply value hearing from you, and I trust that by working through the proper channels, we can continue fostering a culture where every voice is heard and every concern is addressed in the best interest of our children.

Thank you for all that you do, every single day. If you have any questions about the policy or need guidance, please don't hesitate to reach out. Your dedication is what makes this district so special, and I'm grateful to work alongside you.

Annie

--
Annie Azarloza
Superintendent of Schools
Rochester School District
150 Wakefield Street, Second Floor
Rochester, New Hampshire 03867
azarloza.a@sau54.org
Be the change you wish to see in the world. -Gandhi

Policy GBEA.pdf
321K

SAU54 Google Apps for Education

[redacted]

Canceled event: Issue clarification @ Mon Feb 3, 2025 9am - 9:45am (EST)

[redacted]

Annie Azarloza <azarloza.a@sau54.org> Mon, Feb 3, 2025 at 8:16 AM

[redacted]

This event has been canceled and removed from your calendar.

When

Monday Feb 3, 2025 · 9am – 9:45am (Eastern Time - New York)

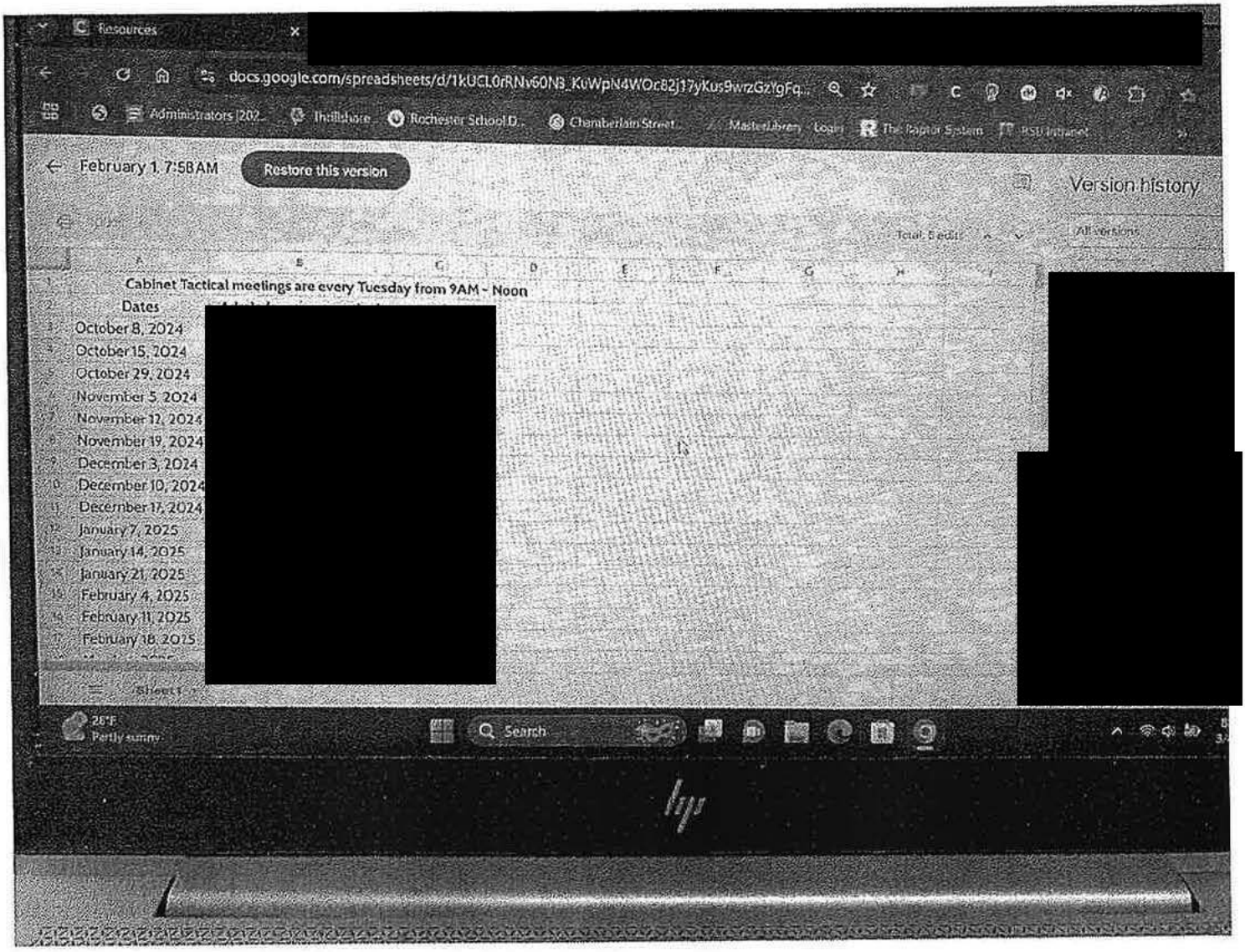
[redacted]

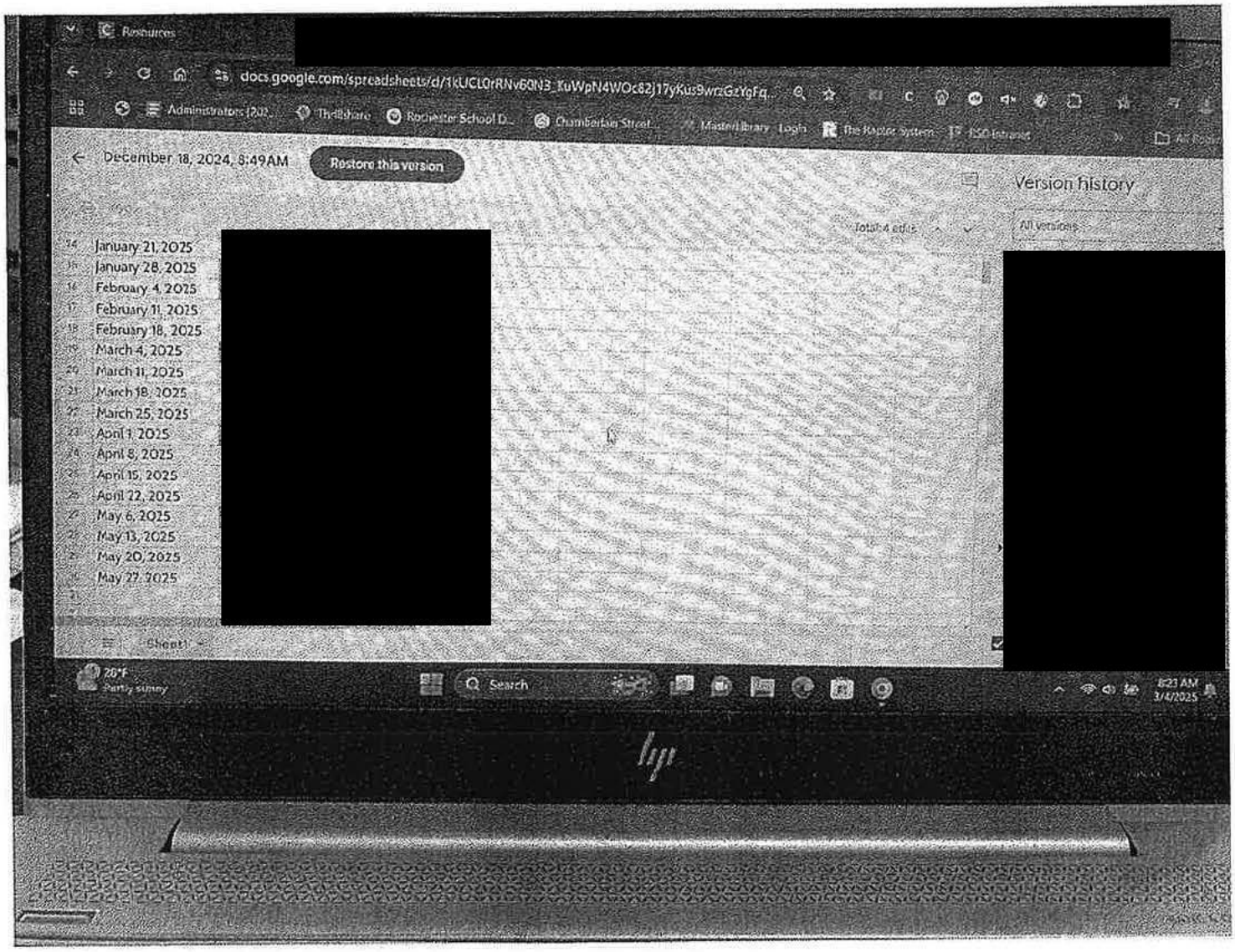
Invitation from Google Calendar

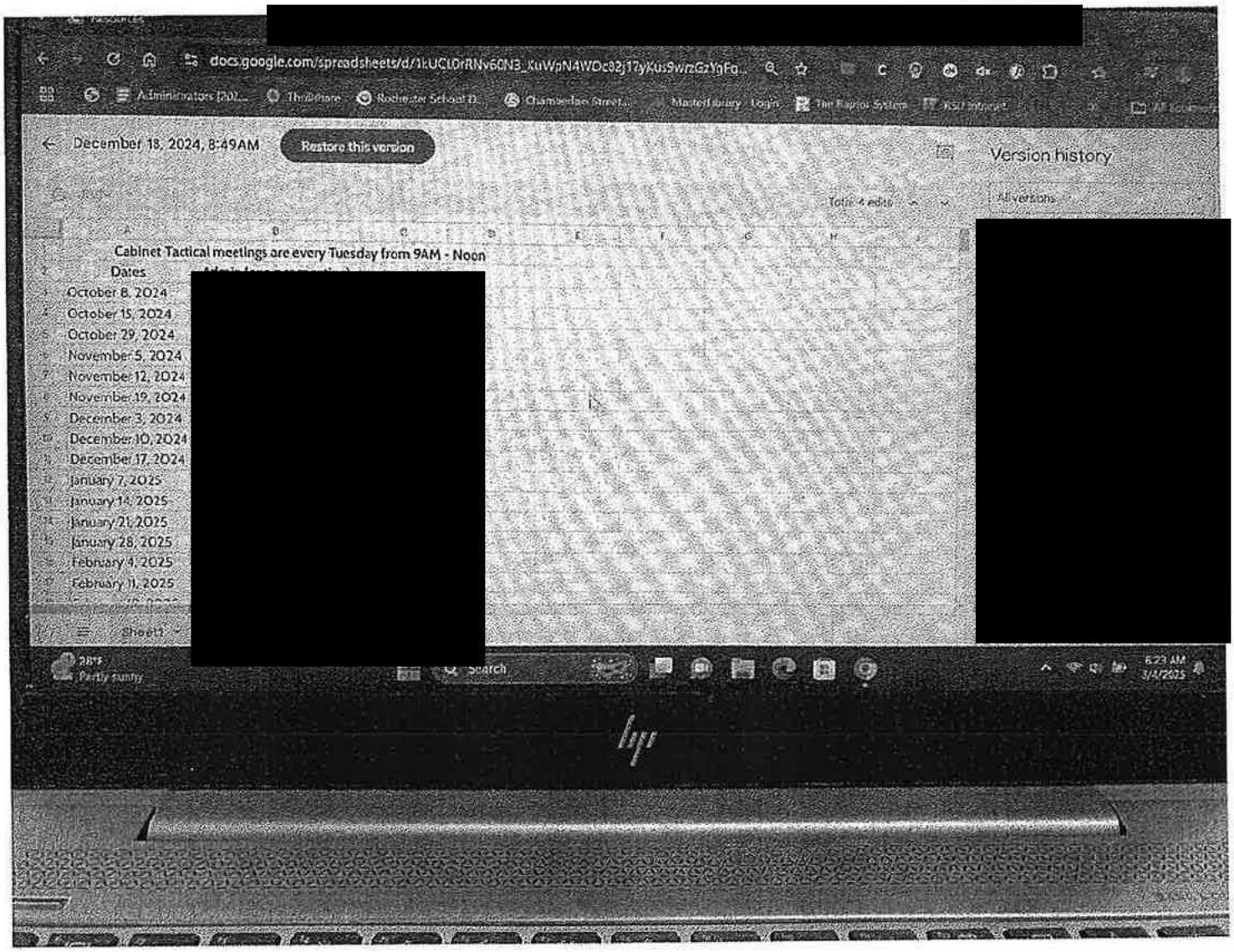
You are receiving this email because you are subscribed to calendar notifications. To stop receiving these emails, go to Calendar settings, select this calendar, and change "Other notifications".

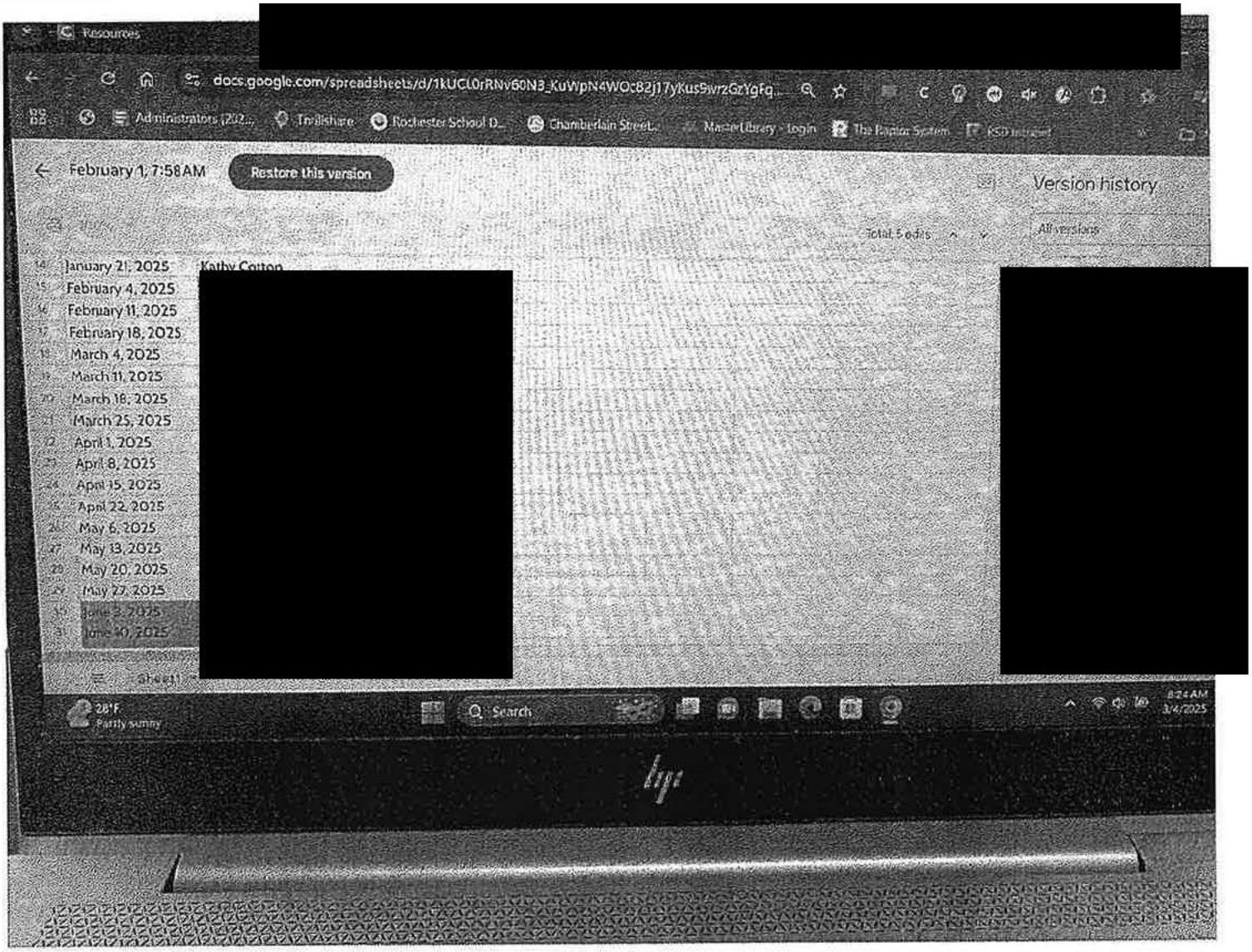
Forwarding this invitation could allow any recipient to send a response to the organizer, be added to the guest list, invite others regardless of their own invitation status, or modify your RSVP. Learn more

invite.ics
1K


docs.google.com/spreadsheets/d/1kUCL0rRNv60N3_KuWpN4WOc82j17yKus9wrzGzYgFq...
February 1, 7:58 AM
Restore this version
Version history
Cabinet Tactical meetings are every Tuesday from 9AM - Noon
Dates
October 8, 2024
October 15, 2024
October 29, 2024
November 5, 2024
November 12, 2024
November 19, 2024
December 3, 2024
December 10, 2024
December 17, 2024
January 7, 2025
January 14, 2025
January 21, 2025
February 4, 2025
February 11, 2025
February 18, 2025
Search


docs.google.com/spreadsheets/d/1kUCL0rRNv60N3_KuWpN4WOc82J17yKus9wrzGzYgFq...
December 18, 2024, 8:49 AM
Restore this version
Version history
January 21, 2025
January 28, 2025
February 4, 2025
February 11, 2025
February 18, 2025
March 4, 2025
March 11, 2025
March 18, 2025
March 25, 2025
April 1, 2025
April 8, 2025
April 15, 2025
April 22, 2025
May 6, 2025
May 13, 2025
May 20, 2025
May 27, 2025
Sheet1
Search


docs.google.com/spreadsheets/d/1kUCL0rRNv6CN3_KuWpN4WOc82j17yKus9wrzGzYgEo...
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December 3, 2024
December 10, 2024
December 17, 2024
January 7, 2025
January 14, 2025
January 21, 2025
January 28, 2025
February 4, 2025
February 11, 2025
Sheet1
28°F
Partly sunny
Search
6:23 AM
3/4/2025


docs.google.com/spreadsheets/d/1kUCL0rRNv60N3_KuWpN4WOc82j17yKus9wrzGzYgFq...
February 1, 7:58 AM
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Version history
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April 1, 2025
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April 15, 2025
April 22, 2025
May 6, 2025
May 13, 2025
May 20, 2025
May 27, 2025
June 3, 2025
June 10, 2025
Search

SAU54 Google Apps for Education

[redacted]

Fwd: Spreadsheet shared with you: "Cabinet Tactical Meetings"

1 message

[redacted] Mon, Mar 3, 2025 at 4:05 PM

[redacted]

[redacted]

Date: Tue, Oct 29, 2024 at 2:19 PM
Subject: Spreadsheet shared with you: "Cabinet Tactical Meetings"

[redacted]

[redacted] shared a spreadsheet

[redacted] has invited you to **edit** the following spreadsheet:

Good Afternoon!

If you haven't done so already, please sign up to attend a cabinet meeting. We know that there still some questions about how the tactical cabinet meetings work, and we want to make sure to demystify what occurs behind closed doors in the spirit of transparency. You don't have to stay for the full three hours, but you are welcome to stay for the whole time if you would like. Please let me know if you have any questions.

Thanks,

[redacted]

Cabinet Tactical Meetings

Open

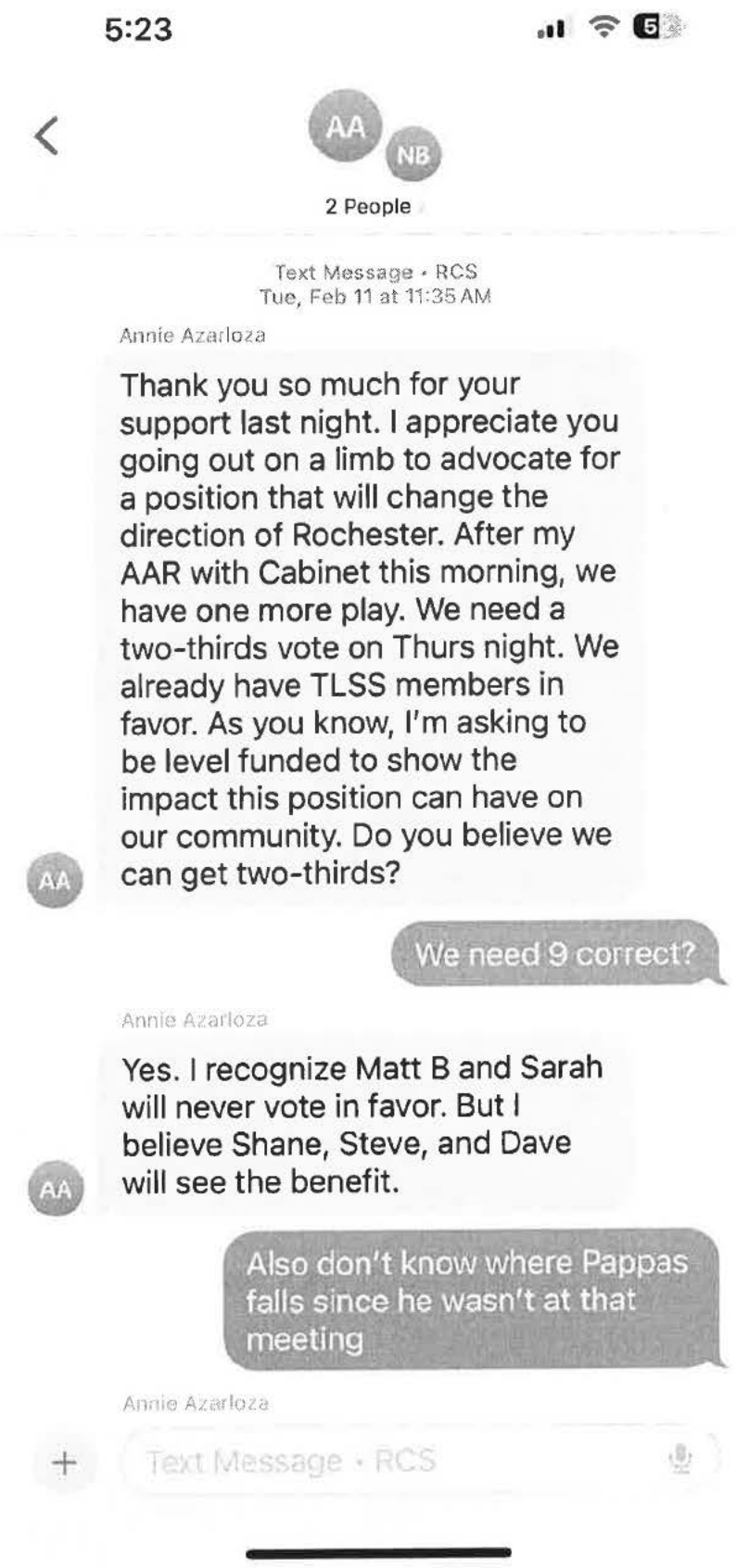
Google LLC, 1600 Amphitheatre Parkway, Mountain View, CA 94043, USA
You have received this email because bryant.a@sau54.org shared a spreadsheet with you from Google Sheets.

Google™

0922 RSD-0903

[redacted] [redacted] **Document Production**




5:23
AA
NB
2 People
Text Message • RCS
Tue, Feb 11 at 11:35 AM
Annie Azarloza
Thank you so much for your support last night. I appreciate you going out on a limb to advocate for a position that will change the direction of Rochester. After my AAR with Cabinet this morning, we have one more play. We need a two-thirds vote on Thurs night. We already have TLSS members in favor. As you know, I'm asking to be level funded to show the impact this position can have on our community. Do you believe we can get two-thirds?
AA
We need 9 correct?
Annie Azarloza
Yes. I recognize Matt B and Sarah will never vote in favor. But I believe Shane, Steve, and Dave will see the benefit.
AA
Also don't know where Pappas falls since he wasn't at that meeting
Annie Azarloza
Text Message • RCS

5:23

AA NB

2 People

Annie Azarloza

AA I believe he's in favor after listening to his comments last night.

AA I'm putting everything out on the table. I know it's a Hail Mary, but I need to know I've done everything I can for our children.

I'm going to make some calls

Annie Azarloza

AA 

Tue, Feb 11 at 4:56 PM

Erik is a no now

Nick Bellows

NB I'm still in favor of the position. I'll ask Matt P. where he's at.

Annie Azarloza

AA Thank you. I think Karen can get Erik back. I have my 1:1 with Karen tomorrow.

+ Text Message • RCS

5:23

AA NB

2 People

AA 

Tue, Feb 11 at 4:56 PM

Erik is a no now

Nick Bellows

NB I'm still in favor of the position. I'll ask Matt P. where he's at.

Annie Azarloza

AA Thank you. I think Karen can get Erik back. I have my 1:1 with Karen tomorrow.

Tue, Feb 11 at 8:40 PM

Annie Azarloza

AA I was reading the Robert Rules of Order, and it doesn't say that we need a 2/3 vote. We just need a simple majority. I will confirm tomorrow.

Tue, Feb 11 at 9:48 PM

Ok. We won't have 2/3 as of right now

+ Text Message • RCS

[redacted] [redacted] Document Production

[redacted] **Document Production**



[redacted] **Document Production**

CONTRACT FOR Professional Employee

Agreement made this first day of July, 2024, by and between the School Board of School Administrative Unit #54, hereinafter called the 'Unit', and Annie Azarloza, hereinafter called the "Professional Employee".

I. The Unit agrees to employ the Professional Employee as the Superintendent for School Administrative Unit #54 for the period from July 1, 2024, to June 30, 2026, at an annual salary of $170,000 for the first year, with the second year salary to be negotiated by the parties with an up to 4% raise.

II. The Professional Employee agrees to administer and supervise the schools of the school administrative unit in accordance with the laws of the State of New Hampshire, the rules and regulations of the State Board of Education and of the School Administrative Unit Board.

III. It is mutually agreed:

A. That the Professional Employee's school year shall be twelve months.

B. That the Professional Employee is entitled twenty-five (25) days of annual vacation leave or that proportional part of twenty-four days that their employment is of the twelve-month period. Annual vacation leave is cumulative to a maximum of 50 days and not transferable. Annually, should vacation days be unused and the Professional Employee has reached the fifty (50) day maximum the Professional Employee is entitled to 100% of compensation for up to seven vacation days that remain unused paid in June's last payroll.

C. The Professional Employee is entitled to fifteen holidays.

D. The Professional Employee is entitled to Health Insurance offering a site of service. The Board shall pay 80% and employee 20% of the premium.

E. That the Professional Employee is entitled to one and two-fifths working days of sick leave per month cumulative to one hundred and ten (110) working days.

F. That the Professional Employee is entitled to severance pay equal to 50% of the cumulative sick leave, at the current per diem rate, when leaving the Rochester School District or making an application for retirement in the New Hampshire Retirement System.

G. That the Professional Employee is entitled to in-district mileage payment of $2,000 per year and an out of district mileage reimbursement equal to the current federal rate per mile.

H. That the Professional Employee is entitled to term life insurance in an amount equal to his/her current yearly salary.

I. The School agrees to pay the Professional Employee for services rendered pursuant hereto an annual salary of $170,000, for Fiscal Year 2024, payable in twenty-six (26) equal installments. Additionally, the School agrees to contribute 5% of the Professional Employee's current salary into a qualifying 403b or similar account on the Professional Employee's behalf.

J. That the Professional Employee is entitled to a district contribution of 50% toward long term disability insurance provided by the district.

K. That in the event any term or provision of this contract is declared to be unenforceable by a court of competent jurisdiction or by action of the New Hampshire State Legislature, that provision shall be renegotiated but all other terms and provisions shall remain in full force and effect.

L. The sole grounds for termination are:

1. By the Unit:

(a.) For immorality, incompetence, insubordination, failure to conform to the properly adopted rules and regulations of the State Board of Education or the School Administrative Unit Board or upon revocation of the Professional Employee's license.

(b.)When the interests of the school administrative unit and the schools in the school administrative unit require removal.Provided, however, that termination by the Unit pursuant to this paragraph shall be subject to the review and approval of the Commissioner of Education upon request by the employee.

2. By mutual agreement of the Professional Employee and the School Administrative Unit Board.

M. If the Professional Employee breaches this contract by unilaterally terminating the employment relationship at any time during the term of this agreement, he/she shall forfeit fifty percent (50%) of any rights to accrued vacation or sick leave.

N. Nothing set forth above shall be construed to deprive the Professional Employee of any rights he may have under state or federal law with respect to hearing and review of said termination.

IN WITNESS WHEREOF the parties have hereunto set their hands.

School Administrative Unit #54

By: _____

Chair, School Administrative Unit #54

STATE OF NEW HAMPSHIRE
COUNTY OF STRAFFORD

On this the 25 day of April, 2024, before me, the undersigned officer, personally appeared Shane Downs on behalf of School Administrative Unit #54, known to me or satisfactorily proven to be the person whose name is subscribed to the within, and acknowledged that he executed the same for the purposes therein contained.

Witness my hand and seal.



By: Catherine A. Dorfman

Notary Public

Superintendent of Schools

_____

(name)

STATE OF NEW HAMPSHIRE
COUNTY OF STRAFFORD

On this the before me, the undersigned officer, personally appeared Annie Azarloza known to me or satisfactorily proven to be the person whose name is subscribed to the within contract, and acknowledged that he executed the same for the purposes therein contained.

Witness my hand and seal.



By: Catherine A. Dorfman

Notary Public

[redacted] Document Production

ROCHESTER FEDERATION OF TEACHERS, AFT #3607, AFT-NH, AFL-CIO
AND
ROCHESTER SCHOOL BOARD

MEMORANDUM OF UNDERSTANDING
ROCHESTER SCHOOL DISTRICT TEACHER BY THE MINUTE

Whereas the Rochester Federation of Teachers (RFT) and the Superintendent of Schools have consulted regarding the implementation of Teacher by the Minute (TBM) for each of the members of the Teachers collective bargaining unit;

Whereas the parties mutually agree that implementation of Teacher by the Minute is beneficial to the operation of the schools, the students, and compensation of the teachers for their volunteered time;

In the Matter of Arbitration between Rochester Federation of Teachers and Rochester School Board: Case Number: 1139-0707-88. The holding of the case states that when a teacher uses their prep/planning time, they are to be compensated at a pro rata hourly rate based on the teacher's annual salary.

This has since been adjusted to a pro rata minute rate based on the teacher's annual salary. The following mathematical formula is utilized when calculating the compensation for the teacher.

Hourly rate (Salary (contractual step) times .00001287001 times the minutes worked = the amount to be paid)

Therefore, the parties agree to the following:

1. The purpose of TBM is to compensate teachers for their time when they voluntarily work during their contractual prep/planning time.

2. Teacher by the Minute shall be implemented in instances of anything that encumbers the teachers prep/planning time.

TBM examples including but not limited to:

Elementary focused:

- A teacher voluntarily loses planning time due to no substitute provided or available;
- Staff volunteers for directed work by Administration during prep time;
- Elementary no sub during planning time;
- Elementary -specialist covering and doubling up;
- When IEP meetings are scheduled and a staff member loses prep time;
- Counselors or other staff who have to attend multiple Open Houses/evening events beyond the three required due to their job requirements/assignments. This to include elementary traveling teachers;
- On Teacher Workshop Days if staff are required to attend meetings over the percentage allowed by admin - this time lost from Individual planning and prep percentage is TBM;

RMS focused:

- A teacher voluntarily loses planning time due to no substitute provided or available;
- Staff volunteers for directed work by Administration during prep time;
- RMS when a team absorbs another team member's class- they get ⅓ of the time as they take ⅓ of the kids it equals 110 minutes of TBM;
- UA Teachers at RMS - earn the full amount if they double up on classes;
- When IEP meetings are scheduled and a staff member loses prep time;
- Counselors or other staff who have to attend multiple Open Houses/evening events beyond the three required due to their job requirements/assignments;
- On Teacher Workshop Days if staff are required to attend meetings over the percentage allowed by admin - this time lost from Individual planning and prep percentage is TBM;

SHS Focused:

- A teacher voluntarily loses planning time due to no substitute provided or available;
- Staff volunteers for directed work by Administration during prep time;
- A teacher volunteers to the administration to cover a class during planning time;
- When IEP meetings are scheduled and a staff member loses prep time;
- Counselors or other staff who have to attend multiple Open Houses/evening events beyond the three required due to their job requirements/assignments;
- On Teacher Workshop Days if staff are required to attend meetings over the percentage allowed by admin - this time lost from Individual planning and prep percentage is TBM;

4. Teachers who voluntarily engage in TBM will complete the TBM for and submit it to their building Principal for signature, who will then forward the form to Central Office. See Attachment A.

This agreement shall remain in full force and effect until such time as the parties mutually agree to modify in writing.

Marie Bahlert, President **Rochester Federation of Teachers, AFT #3607**	**Michael Hopkins, Superintendent** **Rochester School District**
Dated	**Dated**

Attachment A

ROCHESTER SCHOOL DEPARTMENT
Payment for Increased Load Due to Lack of Substitute Teacher
Submit to Superintendent's Office After Substitution

School: _____

Date: _____

Absent Teacher _____

Fill-In Teacher _____

Employee Number _____

Length of Fill-In (to nearest 5 minutes) _____

Explanation of Increased Load _____

Principal's Signature

_____

Superintendent's Signature

_____

For Office Use Only
Hourly rate (Salary (contractual step) times .00001287001 times minutes worked)

_____

Total _____

ROCHESTER FEDERATION OF TEACHERS, AFT #3607, AFT-NH, AFL-CIO
AND
ROCHESTER SCHOOL BOARD

MEMORANDUM OF UNDERSTANDING

USE OF WORKSHOP MONIES 2024-2025

Whereas the Rochester Federation of Teachers (RFT) and the Superintendent of Schools have consulted regarding the use of workshop monies for required New Hampshire (NH) statements of eligibility, certifications, criminal background checks and or license renewals, due to the increased cost to the staff member;

Whereas the parties mutually agree that the ability to use workshop monies to pay for NH certifications, recertifications and/or licensing is beneficial to the faculty and Rochester School District;

Whereas the collective bargaining unit contains the following provisions which would be impacted by the Teachers Collective Bargaining Agreement, Article V - Compensation, L. and Article VI. F.,

Therefore, the parties agree to the following:

1. The current Collective Bargaining Agreement Article V, Section L, states as follows: The District shall reimburse each member of the bargaining unit the cost of recertification and/or licensing fees up to a maximum of $130 once every 3 years provided, that the sum is available to the individual employee from their unused allotment for workshop reimbursement in Article VI. F.;

2. Article VI, F. Workshop Reimbursement allows for reimbursement up to $425;

3. The parties are desirous to have the new language for Article V - Compensation, Section L to read as follows:

   The District shall reimburse each member of the bargaining unit the cost of required NH Statement of Eligibility, multiple endorsements, recertification(s) and/or licensing fees, including Criminal Background checks required by the NHDOE, up to the amount of $425, provided that the sum is available to the individual employee from their unused allotment for workshop reimbursement outlined in Article VI. Section F.

This agreement shall remain in full force and effect until such time as the parties mutually agree to modify in writing.

Erin Saucier, President
Rochester Federation of Teachers, AFT #3607

12/5/2024
Dated

Annie Azarloza, Superintendent
Rochester School District

12/11/24
Dated

MEMORANDUM OF AGREEMENT
Dover Adult Learning Center, Inc. and
School Administrative Unit #54

Memorandum of Understanding between Dover Adult Learning Center, Inc., 61 Locust Street, Dover, NH 03820 (DALC), a New Hampshire non-profit corporation and 501(c)3 organization and School Administrative Unit #54, 150 Wakefield St., Rochester NH (SAU).

This agreement is established to:

Encourage mutual efforts in providing adult education services to Rochester students operated under and funded by the New Hampshire Department of Education, Bureau of Adult Education's Adult Diploma and Adult Education and Literacy programs.

Foster the achievement of both DALC and SAU missions and goals through a collaborative working relationship between the two organizations; and

Facilitate operational efficiencies by promoting economies of scale and avoiding duplications of effort; and

Promote and improve adult education programs in Rochester and all of Strafford County.

The space used according to the agreements outlined in this MOU will remain the property of the city of Rochester, leased by the SAU. Full oversight of the shared use of the space shall remain with the SAU.

Adult Education services will be provided to eligible students onsite at 150 Wakefield Street, Suite 267, Rochester, NH to encourage collaboration between school staff and DALCSC providers and to improve educational outcomes for youth and adults.

A. RESPONSIBILITIES OF THE PARTIES

SERVICES: The Adult Education services provided will include data entry, program support, program coordination, alternative credit coordination, F Prep instruction, and administration. Services will be provided by the following part-time positions: Data Entry Specialist, Director, Counselor Aide, Alternative Credit Coordinator, a High School Equivalency (HSE) Prep Teacher during the day, and a HSE Prep Teacher during the evenings. Onsite instruction will be provided on Mondays and

Wednesday days and evenings for the duration of the school year. Summer programming may be offered as needed and as funding and staff are available. Monitoring of online student instruction will take place on an ongoing basis as needed. The Counselor and Program Coordinator will see individual students by appointment.

LOCATION: DALC will occupy classrooms and office space (Rooms 201, 202, 203, 204 & 205) adjacent to Bud Carlson Academy (BCA) on floor 2 of the Rochester Community Center with an entrance at suite 267. Total of 1397.5 sq ft of space is provided with no rental fee. Additional rooms may be scheduled for DALC's use by mutual agreement and arrangement with BCA (i.e., monthly HSE testing).

USE: DALC plans to use the space for adult education, literacy instruction, intake assessment, advising, tutoring, counseling and HSE testing. Changes to intended use must be negotiated with SAU.

RENOVATION: Any modifications to the current physical structure must be submitted to the Building Committee of the SAU for approval prior to implementation by any party.

ACCESS: Necessary keys allowing internal and external access be provided for DALC staff and the existing air phone will remain in place to monitor and control access to interior space. Public access to the community center is available 7:00 AM-8:30PM.

FURNITURE & EQUIPMENT: DALC will provide and maintain all phones, phone service, computers, tables, and other furniture and equipment necessary for its work. All DALC equipment shall be covered by DALC's insurance. The SAU will remove any and all furniture and equipment prior to DALC taking occupancy of the space.

INTERNET: Wired and wireless internet access will be maintained and managed by the SAU. Cost of internet services to be the responsibility of the SAU. DALC will have access to the wireless network via password and DALC staff and clientele will adhere to the terms of the SAU Acceptable Use Policy (see attached).

FACILITIES: Janitorial services and building repair and maintenance will be the responsibility of the SAU.

LIABILITY/DAMAGES: DALC shall be responsible for any and all liability claims and property damages resulting from its use of the SAU space.

DATA PRIVACY AGREEMENT: The Adult High School Diploma Program is designed to improve educational outcomes for Rochester youth and adults. As part of their participation in the Rochester Adult High School Diploma Program and to support coordination of care and supports to youth and adults, Rochester School District and Dover Adult Learning Center of Strafford County will be sharing individual-level student referral, intake, and access data related to high school services provided to students on school grounds. These data include demographics, assessments, transcripts, and accommodations where applicable.

The student-level data referenced above will be entered and shared within a cloud-based data platform called LACES. LACES is developed and maintained by LiteracyPro in compliance with WIOA and under contract with the New Hampshire Bureau of Adult Education (NH BAE). All New Hampshire Adult Education programs are required to use it in accordance with NH BAE data and assessment policy. It is a cloud-based data entry, storage, and reporting platform with extensive encryption protections specifically designed to comply with HIPAA, FERPA, and other privacy standards. The data system adheres to the National Institute of Standards and Technology's cybersecurity recommendations. Additionally, student demographic information is entered and stored in DRC, a student assessment (TABE) system, Jotforms, for students' intake and Pearson Vue (GED)/PSI's HiSET testing portal which also integrates with LACES.DALCSC will be able to enter and view data for all students receiving services within the Adult High School Diploma Program in the district in which they work/are assigned permissions. Users access LACES by logging in with their personally assigned username and password. All users are automatically logged out after a period of inactivity, regardless of role/permissions. Users are temporarily prevented from logging in after several consecutive failed login attempts.

GOVERNING LAW: The laws of the State of New Hampshire shall govern this Agreement.

Issues not covered in this memorandum will be negotiated in good faith by Principal of BCA and the DALC Site Coordinator and brought to the Executive Director of DALC and/or SAU Superintendent as needed. Significant changes to this agreement should be made in consultation with the Rochester School Board and DALC Board of Directors.

B. Assignment

This Memorandum shall inure to the benefit of, and be binding upon, each of the parties hereto and their respective successors and assigns. Notwithstanding the preceding sentence, neither DALC nor the SAU shall be permitted to transfer or assign

its responsibilities under this Memorandum to any other person or organization without the prior written consent of the other party, which either party may grant or withhold in its sole and absolute discretion.

C. Mutual Indemnity & Hold Harmless

The SAU shall defend and indemnify DALC for claims caused solely by the SAU's negligence that are within the scope of the SAU's liability insurance/risk pool coverage.

DALC shall defend and indemnify the SAU for claims caused solely by the DALC's negligence that are within the scope of DALC's liability insurance coverage. THEREFORE under the terms of this Agreement and sufficiency of which is hereby acknowledged, the Parties do hereby release and forever discharge the Releasee including their agents, employees, successors and assigns, and their respective heirs, personal representatives, affiliates, successors and assigns, and any and all persons, firms or corporations liable or who might be claimed to be liable, whether or not herein named, none of whom admit any liability to the undersigned, but all expressly denying liability, from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature whatsoever, which now have or may hereafter have, arising out of or in any way relating to any and all injuries and damages of any and every kind, to both person and property, and also any and all injuries and damages that may develop in the future, as a result of or in any way relating to the Liability.

The provisions of this section shall survive any termination or expiration of this Memorandum.

E. Miscellaneous

1. This Memorandum may be modified only by a written agreement executed by all of the parties hereto, with all of the formalities of this Memorandum.
2. This Memorandum shall be governed, construed, and enforced in accordance with the laws of New Hampshire and all actions brought in connection with this Memorandum shall be maintained only in a state or federal court of competent jurisdiction in New Hampshire.
3. The failure of any party to insist upon strict compliance with any of the terms, conditions or covenants contained herein shall not be deemed a waiver of any such terms, conditions, or covenants; nor shall any waiver at any one or more times be deemed a waiver at any other time or times.

4. If any provisions of this Memorandum are determined to be unlawful or unenforceable, it shall not invalidate the remainder of the Memorandum provided the unlawful or unenforceable provision does not affect the essence of this Memorandum.

F. Terms of Memorandum of Agreement

This Memorandum shall be in effect for a one-year term and is renewable/renegotiable every year. It shall be effective on the 1st day of July 2024 and shall remain in effect until June 30, 2025. Either party may sooner terminate it by delivering to the other party written notice of their intent to terminate the Memorandum, in which case, this Memorandum shall terminate and be null and void on the 180th day following the recipient's receipt of said written notice.

Date 10/8/24

(Name)
Rochester School Department

Date 10/8/24

Deanna Strand
Executive Director
Dover Adult Learning Center of Strafford County

ROCHESTER FEDERATION OF TEACHERS, AFT #3607, AFT-NH, AFL-CIO
AND
ROCHESTER SCHOOL BOARD

MEMORANDUM OF UNDERSTANDING
ROCHESTER SCHOOL DISTRICT TEACHER BY THE MINUTE

Whereas the Rochester Federation of Teachers (RFT) and the Superintendent of Schools have consulted regarding the implementation of Teacher by the Minute (TBM) for each of the members of the Teachers collective bargaining unit;

Whereas the parties mutually agree that implementation of Teacher by the Minute is beneficial to the operation of the schools, the students, and compensation of the teachers for their volunteered time;

In the Matter of Arbitration between Rochester Federation of Teachers and Rochester School Board: Case Number: 1139-0707-88. The holding of the case states that when a teacher uses their prep/planning time, they are to be compensated at a pro rata hourly rate based on the teacher's annual salary.

This has since been adjusted to a pro rata minute rate based on the teacher's annual salary. The following mathematical formula is utilized when calculating the compensation for the teacher.

Hourly rate (Salary (contractual step) times .00001287001 times the minutes worked = the amount to be paid)

Therefore, the parties agree to the following:

1. The purpose of TBM is to compensate teachers for their time when they voluntarily work during their contractual prep/planning time.

2. Teacher by the Minute shall be implemented in instances of anything that encumbers the teachers prep/planning time.

TBM examples including but not limited to:

Elementary focused:

- A teacher voluntarily loses planning time due to no substitute provided or available;
- Staff volunteers for directed work by Administration during prep time;
- Elementary no sub during planning time;
- Elementary -specialist covering and doubling up;
- When IEP meetings are scheduled and a staff member loses prep time;
- Counselors or other staff who have to attend multiple Open Houses/evening events beyond the three required due to their job requirements/assignments. This to include elementary traveling teachers;
- On Teacher Workshop Days if staff are required to attend meetings over the percentage allowed by admin - this time lost from Individual planning and prep percentage is TBM;

RMS focused:

Attachment A

ROCHESTER SCHOOL DEPARTMENT
Payment for Increased Load Due to Lack of Substitute Teacher
Submit to Superintendent's Office After Substitution

School: _____

Date: _____

Absent Teacher _____

Fill-In Teacher _____

Employee Number _____

Length of Fill-In (to nearest 5 minutes) _____

Explanation of Increased Load _____

Principal's Signature

_____

Superintendent's Signature

_____

For Office Use Only
Hourly rate (Salary (contractual step) times .00001287001 times minutes worked)

_____

Total _____

MEMORANDUM OF AGREEMENT BETWEEN the Department of the Air Force
(Military Service)

AND Rochester School District
(Name of School District)

TO ESTABLISH AND OPERATE A JUNIOR RESERVE OFFICERS' TRAINING CORPS UNIT

Form Approved
OMB Number 0704-0680
Expires 02/28/2027

The public reporting burden for this collection of information is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Director of Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to the above address. Send your form to the appropriate Service Representative

Privacy Advisory

Disclosure of this information is voluntary and will be used to provide notice and communication related to this Memorandum of Agreement. When completed, this form contains personally identifiable information and is protected by the Privacy Act of 1974, as amended

This Memorandum of Agreement (MOA) is hereby entered into by and between the Department of the Air Force *(Military Service Name)* acting through the Holm Center Commander *(first General/Flag Officer Command above JROTC Program Office)*, and Rochester School District *(School District Name)* *(collectively the Parties)* for the establishment of a Junior Reserve Officers' Training Corps (JROTC) Unit at [redacted] *(Name of School Hosting the Unit)*, pursuant to United States Code, Title 10, Subtitle A, Part III, Chapter 102, §§ 2031-2036 and reference I.2. herein.

The purpose of the JROTC program is to instill in students in United States secondary educational institutions the values of citizenship, service to the United States (including an introduction to service opportunities in military, national, and public service), personal responsibility and a sense of accomplishment. Upon execution by the Department of the Air Force *(Military Service Name)* on the date of signature below, a JROTC unit is established at Spaulding High School *(Host School)* consisting of students voluntarily enrolled. This MOA together with the Military Service Addendum herein (reference I.6) contain the Parties' entire agreement and outlines terms and responsibilities for both the Military Service and the School District.

I. REFERENCES. The following references are incorporated herein and apply to both Parties:

1. 10 U.S.C. §§ 2031-2036
2. Department of Defense (DoD) Instruction 1205.13 "Junior Reserve Officers' Training Corps Program"
3. Department of Defense Education Activity (DODEA) Administrative Instruction 1443.02 "Prohibited Sexual, Sex-Based, and Other Related Abusive Misconduct Reporting and Response"
4. DD Form 3200, Junior Reserve Officers' Training Corps Instructor Prohibited Activities Acknowledgment
5. DD Form 3203, Junior Reserve Officers' Training Corps Student/Parent/Guardian Acknowledgment of Expected Standards Of Conduct And Participation
6. AFJROTC MOA Addendum (March 2024)
(Name of Military Service-specific Addendum)

II. STATEMENT OF NON-DISCRIMINATION. The DoD is committed to creating and maintaining a safe and trusted learning and work environment free from discrimination and harassment (including sexual harassment as defined by the US Department of Education in Sexual Harassment Guidance 2020). The DoD does not condone and will not tolerate hostile environments, including any created by sexual harassment, sexual assault, problematic sexual behavior in children and youth (PSB-CY) as defined in DoD Instruction 6400.01, or other related abusive misconduct of, or by, employees, students, other beneficiaries (to include and when applicable, volunteers, students, support personnel, student teachers, contractors, and parents/guardians), or anyone within the School District jurisdiction in JROTC-conducted or sponsored education and training programs and activities, committed both on and off school premises.

The following School District and Host School office handles inquiries regarding the non-discrimination policies: 150 Wakefield St Ste 8 Rochester, NH 03867 *(Address)*. The following School District and Host School office handles Title IX inquiries and complaints: [redacted] *(Host School District's Title IX Coordinator/ Office Address/Contact Information)*. Any JROTC student, instructor, or other beneficiary who reports that they, or someone they know, has been subjected to a violation of this MOA, including reference I.6, has the right to prompt response and intervention by an appropriate DoD/JROTC official or School District official to ensure the safety and welfare of those individuals involved. [Refer to Sections III.5 and IV below]

III. UNDERSTANDINGS OF THE PARTIES.

1. **Nondiscrimination.** Neither party shall discriminate in conducting a JROTC program. This includes denying participation in or the benefits derived from the JROTC program (e.g., admission of students, hiring of JROTC instructors who meet statutory requirements, or subsequent participation of students and instructors) on the basis of race, color, religion, sex (including pregnancy and gender identity), national origin, political affiliation, sexual orientation, marital status, disability, genetic information, age, membership in an employee organization, retaliation, parental status, military service, or other non-merit factor in its employment, programs and activities.

2. **Retaliation Prohibited.** Retaliation against an individual/individuals reporting, either verbally or in writing, an allegation or suspicion of violation of this MOA or reference I.6, or who participates in or cooperates with an investigation of such report or suspicion, is strictly prohibited.

3. **Partnership/Certification Relationship and Background Checks.** JROTC instructors serve two chains of authority and shall be responsible to both the Military Service (their certifier) and the School District (their employer) for properly operating the JROTC program and for their own professional conduct. In addition to the School District's requirements, JROTC instructors have mandatory responsibilities levied upon them by their Military Service as described in reference I.6.

   a) Both parties shall provide JROTC instructors with relevant training and their policy prohibiting harassment and abuse (e.g., annual instructor/ teacher anti-harassment training, DD Form 3200, "JROTC Instructor Prohibited Activities Acknowledgment") and inform each other on all significant personnel matters (such as suspensions or terminations concerning instructor certification and employment. The Host School shall maintain the signed DD Form 3200 and signed DD Form 3203 and make available for review per paragraph 6.b.

b) Although the Military Service is not a party to the instructor's employment contract, the Military Service is the certifying authority for JROTC instructors and maintains an inherent need-to-know regarding any information related to performance, conduct, and employment status. As such, the Military Service shall:

(1) Conduct and fund initial and on-going background checks on JROTC instructor for certification purposes.

(2) Childcare National Agency Check with Inquiries (CNACI) investigation (re-verified every 5 years, or when triggered by an instructor's adverse credit check, any adverse instructor information identified, or a break in instructor service of more than 24 months)

(3) JROTC instructors will complete JROTC Initial Qualification Training (JIQT) prior to certification.

(4) Require all JROTC instructors to authorize the release to the Military Service of any information the School District determines is necessary to ensure compliance with the terms of this MOA related to the JROTC instructor's employment and/or conduct.

(5) Immediately suspend the certification of JROTC instructors and/or begin decertification procedures based on any violation of this MOA by the instructor, adverse investigation findings, or reference I.6.

c) The School District shall:

(1) Interview and employ only approved JROTC instructors as required by reference I.6.

(2) Perform state and local background checks at their own expense in accordance with applicable federal, state, and local requirements.

(3) Provide JROTC instructors a contract of employment with the School District as the employing agency and in accordance with reference I.6.

(4) Provide a copy of this certified MOA to JROTC instructors.

(5) Provide JROTC students and parents/guardians at the beginning of each academic year, and upon request, JROTC promotional and pertinent administrative materials to ensure they are aware of their rights under this MOA. This must include both parties' contact information in Section IV and the proper procedures for reporting and responding to allegations of violations.

4. **Monitoring Instructor Performance.** The Military Service holds the certification of all JROTC instructors, and therefore maintains an inherent right to monitor instructor behavior and performance. They must receive any necessary information from the School District regarding instructor performance, professional conduct, and employment status.

a) The Military Service shall:

(1) Ensure instructors receive performance counseling and/or professional development within thirty (30) days of the effective date of employment with the School District, and then annually, usually at the beginning of each school semester.

(2) Mentor, monitor and counsel all instructors concerning their educational requirements under this MOA and reference I.6.

(3) Assess the instructional performance of at least one instructor per school.

b) The School District shall:

(1) Communicate with the Military Service on all matters concerning instructor performance, conduct, and employment as permitted by state law. School districts wishing to transfer or reassign a JROTC instructor between JROTC host schools may do so in accordance with district policies and reference I.6., with consent of the JROTC instructor and with prior written approval from the Military Service.

(2) Conduct annual JROTC instructor evaluations/assessments and provide them, by electronic copy, to the Military Service point of contact in Section IV.

(3) Notify the Military Service in writing of any instructor evaluation that does not meet School District requirements within three (3) business days.

(4) Include the Senior Military Service instructors in meetings where policies, recommendations, or decisions affecting the JROTC Program are made, including the employment or discharge of JROTC instructors.

(5) Have effective and timely procedures in place to ensure the Military Service AFJROTC Chief of Instructor Management *(POC)* is advised of any disciplinary or administrative action levied upon a JROTC instructor (i.e., administrative leave, suspensions, letters of admonishment), the initiation of any investigation into alleged JROTC instructor misconduct (school, civil, or criminal), or any changes in the employment status of an JROTC instructor. If any of the aforementioned items occur, the School District shall notify the Military Service in writing within one (1) business day. The Host School shall include enough information to provide the Military Service a comprehensive understanding of the nature and scope of any allegations, investigation, or complaint.

5. **Preventive, Corrective, and Disciplinary Actions.** Both parties shall take all necessary and appropriate action needed to prevent, correct, and, if necessary, discipline behavior which violates this MOA concurrent with or independent of any outside investigations and action that may be taken by appropriate external enforcement entities, where applicable. The host institution will address any violation by Instructor, Trainer, or participating student in accordance with their school district's student and personnel policies. Violations may not be ignored or dismissed by either party. JROTC instructors, or program volunteers, especially if a student is being sexually harassed, sexually assaulted, or subjected to other related misconduct by any adult (welcome or unwelcome), or if anyone is touching or trying to touch a juvenile in a sexual way against their will or without lawful consent.

a) **Mandatory Reporting.** Child abuse, neglect, sexual assault and sexual harassment must be reported by JROTC instructors and program volunteers. Minor incidents of sexual harassment and other related abusive misconduct, even if it has been successfully resolved in the moment by addressing the harasser directly, must still be reported to the appropriate School District, Host School, and Military Service personnel to create a record in case the misconduct occurs again. The Military Service cannot take action to stop harassing, assaultive, problematic, and abusive misconduct if they are unaware it is happening.

b) **Response.** School District and Host School shall report preventative, corrective, and disciplinary actions in accordance with state, local, School District, and Host School policy.

6. **Program Evaluations.** The parties shall perform program evaluations for trend analysis and to monitor the effectiveness of response and resolution and facilitate ongoing recommendations for improvements to the JROTC program.

a) The Military Service shall:

(1) Make annual visits to the Host School, either announced or unannounced, per reference I.2, to evaluate the operation, administration, and effectiveness of the JROTC program and ensure continued compliance with this MOA and Military Service standards in reference I.6.

(2) Evaluate compliance with this MOA (e.g., the number, nature, and resolution of reported violations) periodically throughout the fiscal year.

(3) Include the JROTC Program in its Management and Internal Controls Program to review, assess, and report on the effectiveness of internal control.

b) The School District shall maintain and make available for review all JROTC instructor evaluations and program records during program visits and for a period of ten (10) years following the expiration or termination of this MOA. Failure to adhere to this requirement may result in decertification of the instructor, placement of the JROTC Program in a probationary status, or Program disestablishment.

7. **Minimum Number of Enrolled Students.** The School District and Host School shall ensure that each unit maintains a minimum student enrollment of at least (A) 10 percent of the Host School's student population (grades 8-12 or 9-12, whichever is applicable), or (B) 100 students, whichever is less, as required by 10 U.S.C. § 2031(b)(1). Actual enrollment shall only be determined by counting those students who voluntarily meet, and subsequently maintain acceptable standards of academic achievement and conduct, as prescribed by the Secretary of the military department concerned, as required by 10 U.S.C. § 2031(b)(4). The JROTC unit shall be placed on probation if these requirements are not met.

8. **Voluntary Student Enrollment.** The School District and Host School shall only permit voluntary student enrollment in the JROTC program. The School District shall fully inform prospective JROTC students that the program is voluntary and of all mandatory JROTC enrollment requirements before authorizing enrollment into the JROTC program. Only students who voluntarily choose to meet and maintain acceptable JROTC standards in reference I.6 shall be enrolled into, and permitted to remain in, the JROTC program. The Host School shall ensure all enrollments of students into the JROTC program are conducted with the prior knowledge and endorsement of the Military Service per reference I.6. If a JROTC instructor senses a student has been involuntarily enrolled, they must inform both the Senior Military Service instructor and Host School Principal.

9. **JROTC Cadet Health/Wellness Participation Waiver.**

a) The Host School will:

(1) Collect and maintain a medical release and Parent/Guardian acknowledgement of the risk(s) associated with all physical activity sessions (e.g., walking, running, calisthenics, drills) and acknowledging any risk associated with any physical activity.

(2) Inform its JROTC faculty of anything that should keep a student from participating in the JROTC Cadet Health/Wellness Program. The JROTC Senior Instructor shall make the enrollment decision for any student who has a permanent disability that inhibits full participation in physical activity sessions. Only students who complete and submit the required JROTC Cadet Health/Wellness Program release and acknowledgement shall be enrolled into, and permitted to remain in, the JROTC program. The JROTC Cadet Health/Wellness Program is designed to improve physical fitness.

b) The Military Service shall:

(1) Ensure that all physical activity sessions shall be supervised and monitored by at least one JROTC instructor.

(2) Identify any Health/Wellness training requirements (refer to reference I.6).

10. **Prohibitions on Fundraising.** The School District shall not permit any fundraising for external entities while using government equipment or while in uniform. Fundraising and grants in support of the JROTC unit are authorized as governed by state and local policies. The acceptance of any grants and/or funds by the School District and/or Host School does not reflect an endorsement by the Department of Defense.

11. **Information Technology (IT) support.** The School District and Host School shall provide the appropriate IT support to include access to third-party websites that are required for instructors, other school employees and district employees to perform routine tasks. Third party-websites include any website in support of administrative, budgetary, and curriculum delivery and support, and testing services. Required websites shall be provided by JROTC headquarters staff to the School District and Host School upon request.

12. **Facilities.** The Host School shall provide the partner Military Service with adequate facilities for classroom instruction, storage of non-lethal arms and other equipment which may be furnished in support of the unit, and adequate drill areas at or in the immediate vicinity of the institution, as determined by the Secretary of the military department concerned, as required by 10 U.S.C. § 2031(b)(2). Additionally, the Host School shall provide administrative office(s), office equipment, including telephone service capable of electronic data transmission, instructional supplies (other than those provided by the Service), and utilities. The Host School shall pay for the cost and maintenance of these facilities thereof.

13. **Military Instruction.** The School District and Host School shall provide a course of military instruction of not less than three academic years' duration and which may include instruction or activities in the fields of science, technology, engineering, and mathematics, as prescribed by the Secretary of the military department concerned, as required by 10 U.S.C. § 2031(b)(3).

14. **Storage and Safekeeping of Government Property.** The Host School shall provide secure and adequate storage areas for the protection and security of Government Furnished Property and comply with all applicable regulations relating to the issue, care, use, safekeeping, turn-in, and accounting for such property. The School District shall promptly replace, or repair at its cost and to the satisfaction of the Military Department any such item that is lost or sustains damage directly or indirectly attributable to the conduct of the School District or Host School. The School District shall furnish to the Military Departments a bond or insurance policy from a financial institution satisfactory to the Military Department in an amount equal to the replacement value of Government-furnished Property. The School District shall ensure that the bond or insurance remains in effect for the requisite amount at all times during the term of this Agreement and, thereafter, so long as any Government-Furnished Property remains in the School District's custody. If the School District elects to provide an insurance policy, it shall name the United States as an additional insured and provide a certificate to that effect to the Military Department.

IV. POINTS OF CONTACT. The following points of contact will be used by the Parties to provide any notice required under this MOA. Each Party may change its point of contact in writing upon 10 business days' notice to the other Party.

1. For the School District

Primary:
Title: Superintendent
Address: 150 Wakefield ST. Suite 200, Rochester, NH 03867
Email: azarloza.aw5au54.org
Telephone Number: 603 332-3678

Alternate:
Title: [redacted]
Address:
Email:
Telephone Number:

2. For the Military Service

Primary:
Title: AFJROTC Headquarters Support Division
Address: 60 West Maxwell Blvd, Maxwell AFB, AL 36112
Email: jrotc.jrs.support@au.af.edu
Telephone Number: 334-953-1597

Alternate:
Title: AFJROTC Chief of Instructor Management
Address: 60 West Maxwell Blvd, Maxwell AFB, AL 36112
Email: jrotc.jri@au.af.edu
Telephone Number: 334-953-7742

V. GOVERNING LAW. This MOA is governed by and shall be construed under all applicable Federal, state, and local Laws. However, compliance with state and local laws by the military service is voluntary.

VI. MODIFICATION OF MOA. This MOA may only be modified by written agreement of both Parties, and duly signed by their authorized representatives. This MOA shall be reviewed for currency in accordance with the Military Service's policy, who reserves the right to require renewal of this MOA by both parties if significant program changes occur.

VII. NO WAIVER. Unless expressly stated in writing, signed by the Military Service, the waiver by the Military Service of any act, duty, or obligation required of the institution hereunder shall not be construed as a waiver of any other, or of any future act, duty, or obligation to be performed by the School District or Host School.

VIII. ENTIRE AGREEMENT. It is expressly understood and agreed that this MOA together with reference I.6. constitutes the entire agreement between the Parties and supersedes and replaces any prior agreement, understandings, or representations between the parties. Regardless of changes to the employment status of the original signatories, this MOA shall remain in effect until officially terminated.

IX. CONFLICTS. In the event of any conflict between this MOA and reference I.6, this MOA takes precedence.

X. REPRESENTATIVE AUTHORITY. Each undersigned representative of the parties to this MOA certifies he or she is fully authorized to enter into the terms and conditions of this MOA and to execute the same so as to effectively bind each party to its terms.

XI. SEVERABILITY. If any term, provision, or condition of this MOA is held to be invalid, void, or unenforceable by a governmental authority and such holding is not or cannot be appealed further, then such invalid, void, or unenforceable term, provision, or condition shall be deemed severed from this MOA and all remaining terms, provisions, and conditions of this MOA shall continue in full force and effect. The Parties shall endeavor in good faith to replace such invalid, void, or unenforceable term, provision, or condition with valid and enforceable terms, provisions, or conditions which achieve the purpose intended by the Parties to the greatest extent permitted by law.

XII. TERMINATION. This MOA may be terminated by either Party by giving at least 30 days' written notice to the other Party. This MOA shall remain in effect throughout the semester/trimester, and the termination date of this agreement may only occur during non-instruction periods in the academic calendar year.

XIII. TRANSFERABILITY. This MOA is not transferable.

XIV. ANTI-DEFICIENCY ACT. Nothing in this MOA shall be construed as obligating the Military Service, its officers, employees, or agents to expend any funds in excess of appropriations authorized for such purposes in violation of the Federal Anti-Deficiency Act (31 U.S.C. § 1341).

XV. EFFECTIVE DATE. This MOA takes effect as of the date on which is has been certified by the Military Service.

XVI. CANCELLATION OF PREVIOUS MOA. This MOA cancels and supersedes any prior agreement by the Parties.

FOR THE SCHOOL		
TYPED NAME *(Last, First, Middle Initial)* AND TITLE Azarloza, Annie, Superintendent	SIGNATURE	DATE SIGNED *(YYYYMMDD)* 1-2-25
FOR THE MILITARY SERVICE		
TYPED NAME *(Last, First, Middle Initial)* AND TITLE Tipton, Matthew E., Colonel, Director, AFJROTC	SIGNATURE	DATE SIGNED *(YYYYMMDD)*

THE FOLLOWING AGREEMENT AND INFORMATION IS TO BE CONSIDERED AS PART OF THIS CONTRACT

DATA PERTAINING TO HOST SCHOOL

a. NAME OF HOST SCHOOL *(No abbreviations)* Spaulding High School	b. HOST SCHOOL'S COMPLETE MAILING ADDRESS *(Include ZIP code)* *(If P.O. Box must also provide street address for shipping purposes)* 130 Wakefield St Rochester, NH 03867-1398
c. TYPE OF SCHOOL *(Check appropriate box)* ☒ Public ☐ Private ☐ Military Academy	
d. PRINCIPAL'S NAME Mr. Justin Roy	
e. TELEPHONE NUMBER 603/332-0757	
f. FAX NUMBER 603/330-0251	
g. EMAIL ADDRESS Roy.j@sau54.org	

PERTAINING TO SCHOOL DISTRICT

a. NAME OF SCHOOL DISTRICT *(No abbreviations)* Rochester School District	b. SCHOOL DISTRICT'S COMPLETE MAILING ADDRESS *(Include ZIP code)* 150 Wakefield St Ste 8 Rochester, NH 03867
c. SUPERINTENDENT'S NAME Ms. Annie Azarloza	
d. TELEPHONE NUMBER 603/332-3678	
e. FAX NUMBER 603/335-7367	
f. EMAIL ADDRESS Azarloza.a@sau54.org	

LIST ACCREDITING AGENCY

a. REGIONAL	b. STATE	c. OTHER

TOTAL ENROLLMENT OF HOST SCHOOL	ESTIMATED NO. OF QUALIFIED STUDENTS WHO WILL ENROLL IN THE JROTC PROGRAM

Cabinet Tactical Ongoing Log

District leaders provide a clear vision and then work on ensuring that all the adults get the information they need to make better decisions in service of that vision. ***Decisions flow from culture, not control.***

Districts That Succeed
Chenoweth, 2021

Outcome: Coordinate our work through a team approach, problem solving, and engaging in relationship development

Rational Outcomes: Share priority areas for the week by division
Clarify areas of integration
Ensure streamlined communication with School Community

Experiential Outcomes: Develop into a high functioning leadership team to serve our schools, community, and scholars of RSD

AGENDA

Topic	Notes April 8, 2025	[redacted]
CHECK-IN - Culture eats change for breakfast. - Empty the Cup - Moment of Appreciation - Community Event Calendar - Cabinet Time Off - Cabinet 2024-2025 Goals - Cabinet Norms - Professional Learning o Pyramid of Influence - get out of the box! o Darci Model o Skill/Will Matrix - know where your team members lie o HML Characteristics - know your team's OFI o First Team o Fighting Fires o Communities of Practice o VUCA o USMC History o [redacted] o Revisiting Disagree and Commit o Ladder of Inference		

o If, Rudyard Kipling		
Stop-Start-Continue		
SCHOOL BOARD PREP - Full Board Agenda - TLSS Agenda - Governance Agenda - Operations Agenda - Finance Agenda - Special Board Agenda - School Board Action Sheet - ROS Calendar	March Agenda Changes	
ITEMS NEEDING A DISCUSSION POINT *This needs to have a Cabinet Recommendation Form (CRF).*		

Lightning Round *This is where you share work you need to integrate, strategize and/or clarify with others.*	Superintendent Assistant Superintendent Director of Human Resources Director of Finance Director of Operations Director of Student Services Director of Positive Youth Development Director of Family and Community Engagement	Superintendent Assistant Superintendent Director of Human Resources Director of Finance Director of Operations Director of Student Service Director of Positive Youth Development - Available Grants | U.S. Department of Educatior - Relocation Plan for Distr