6b.

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE SOUTHERN BERKSHIRE REGIONAL SCHOOL COMMITTEE
AND
THE SOUTHERN BERKSHIRE REGIONAL EDUCATION ASSOCIATION, UNIT A (TEACHERS)

This **MEMORANDUM OF UNDERSTANDING** is entered into by and between the Southern Berkshire Regional School Committee (hereinafter referred to as "the Committee") and the Southern Berkshire Regional Education Association, Unit A (hereinafter referred to as "the Association").

WHEREAS, the Committee and the Association (hereinafter "the Parties") are parties to a Collective Bargaining Agreement for the period of September 1, 2015 through and including August 31, 2018 (hereinafter "the 15-18 CBA") relative to the terms and conditions of employment, including work hours and load; and

WHEREAS, the Parties have negotiated a ratified a Memorandum of Understanding (hereinafter "MOU") for a successor agreement for the period of September 1, 2018 through and including August 31, 2021 and are in the process of integrating the terms of the MOU into a Collective Bargaining Agreement (hereinafter "the 18-21 CBA"); and

WHEREAS, since the ratification of the MOU, the U.S. Supreme Court has issued its decision in *Janus v. Am. Fed'n of State, Cty., & Mun. Employees, Council 31*, 138 S. Ct. 2448 (2018) and such decision makes certain language in the Parties CBA contrary to law; and,

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the Parties agree as follows:

1. Sections C of Article VII, Payroll Deductions of the 2018-2021 CBA is deleted in its entirety (deleted text is depicted in a ~~strikethrough~~ font):

   ~~Section C – Agency Service Fee~~

   ~~The Committee agrees to require, during the life of this Agreement, the payment of a Service Fee to the Association under the following terms and conditions:~~

   ~~1. Effective thirty (30) days after the commencement of the 2015-2016 school year or the commencement of employment, whichever comes later, each employee, in accordance with the M.G.L. c.150 E, §12, shall be required to pay the service fee to the SBREA as a condition of his /her employment in the district.~~

   ~~2. Any employee who fails to pay the agency fee in lieu of dues to the exclusive bargaining agent will be subject to legal action by the SBREA for collection of said fee. Any cost of collecting said fees will be added to the individual's total service fee due. The SBREA will be solely responsible for enforcing the provisions of this~~

~~Section. The Committee will not be responsible to enforce any provision of this Section.~~

3. ~~The SBREA will indemnify, defend and hold harmless the Committee against any and all claims, actions, or lawsuits of any kind or description, whether at law or inequity, and whether based on statute, constitution or common law, made or instituted against the Committee or its agents, employees or administrators, which may arise by reason of any action taken by the Committee, its agents, employees or administrators, pursuant to this Article. Specifically, the SBREA will have no right of action by way of contribution, counterclaim, or other basis against the Committee. Should any administrative agency or court of competent jurisdiction find the Committee liable for any damages as a result of any actions taken pursuant to this Article, the SBREA will pay any and all of those damages, including interest and charges, and will reimburse the District any and all costs incurred in such legal actions, including but not limited to attorneys fees.~~

4. ~~If any court or competent jurisdiction determines that any part of this Article is unconstitutional, in violation of statute, or otherwise unenforceable, all of the other parts of this Article will be null and void.~~

5. ~~The service fee shall be calculated in accordance with the provisions of the M.G.L. c. 150E, § 12, and applicable state and federal constitutional law. Payment of said fee will not entitle the fee payer to be a member in good standing with the SBREA. Employees may have access to payroll deduction as currently provided by the District for the purpose of paying such fee.~~

2. The changes set forth above will be integrated into the 18-21 CBA document.

This Memorandum is contingent upon ratification by the Association followed by ratification by the School Committee at its next regularly scheduled meeting. The Parties agree to use their best efforts to obtain ratification by their respective bodies.

SIGNED this day of August, 2018.

For the Southern Berkshire Regional: School Committee

_____

E. Bonnie Silvers, Chair

For the Southern Berkshire Regional Education Association:

_____

Patrick Barrett, President

6d

Lateral moves on the Unit A Salary Schedule, Effective September 1, 2018										
Teacher			**From**	**Step**	**Salary**		**To**	**Step**	**Salary**	
Barrett, Ashley			B	3	$42,025.00		M9	3	$46,590.00	
Carlson, Christina			M30	10	$60,477.00		M42	10	$63,199.00	
Clark, Chris			M30	11	$61,989.00		M42	11	$64,779.00	
DeLorenzo, Courtney			M30	7	$56,159.00		M42	7	$58,686.00	
King, Joshua			M	14	$58,497.00		M9	14	$61,130.00	
Lotz, Ashley			M	13	$57,070.00		M9	13	$59,639.00	
McDonald,Kelly			M9	7	$51,427.00		M18	7	$53,741.00	
O'Donnell, Elizabeth			M30	15	$68,425.00		M42	15	$71,504.00	
Reis, Senta			M9	20	$70,892.00		M18	20	$74,083.00	
Spitia, Angela			M18	14	$63,882.00		M30	14	$66,756.00	

8a.

Via First-Class Mail

September 14, 2018

Town of Monterey
Select Board Members
P.O. Box 308
Monterey, MA 01245

Re: Monterey School

Dear Monterey Select Board Members:

The letter dated August 8, 2018 from the Monterey Select Board was presented to the School Committee on August 16, 2018. In response to your letter, I can state the following:

1. The District is in possession of a copy of a deed from Florilla F. Tryon to the Town of Monterey, Book 153, Page 381, dated October 23, 1882, for all or a portion of the property on which the Monterey School is located. The District is not aware of any deed of this property to the "school district" as referenced in your August 8, 2018 letter. We further note that the District was not in existence prior to 1953 and, as such, could not have taken title to any property based on any deed prior to that time. To the extent you are in possession of any additional documents relevant to the ownership of the Monterey School premises, please forward those documents to my attention at your earliest convenience.

2. The District is not aware of any license, lease, deed, or other written instrument memorializing any right of the District to occupy the Monterey School premises, other than the Special Legislation which authorized the formation of the District, namely Chapter 638 of the Acts of 1951. We believe but cannot confirm that the original Regional Agreement, which dates to 1953, may also contain language similar to the language in the Special Legislation. To the extent you are in possession of any documents relevant to the occupancy of the Monterey School premises, please forward those documents to my attention at your earliest convenience.

3. We understand that M.G.L. c. 71, §14C limits the length of time of any lease or license of any school building by a member town to a regional school district to a term of twenty (20) years with an additional twenty (20) year term at the option of the regional school district, for a total of forty (40) years. As a result, the maximum term for any lease or license established under the Special Legislation or the Regional Agreement has long since expired.

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4. The District considers your May 31, 2018 letter to the School Committee to be an eviction notice terminating any possessory interest previously maintained by the District in the Monterey School premises.

5. The District is not currently operating an education program at the Monterey School premises and, as such, is neither present in, nor using or occupying the premises.

Based on the foregoing, the District does not believe any action by the School Committee is necessary with regard to the Select Board's expressed intent to move forward with the disposition of the Monterey School building. Indeed, if any action by the School Committee were required, including but not limited to a vote to declare that the property is no longer needed by the District, the School Committee could not take such action without first complying with the procedures established under Section 3 of the current Regional Agreement

Thank you for your attention to this matter. Please contact me if you wish to discuss further.

Sincerely,

Beth Regulbuto, M.Ed., SFO
Superintendent of Schools

cc: School Committee

DRAFT

8b

Via First Class Mail

September 14, 2018

Kenneth J. Gogel, Esquire
Gogel & Gogel
40 Main Street, P.O. Box 719
South Egremont, MA 01258

Re: South Egremont School – Correspondence dated September 4, 2018

Dear Attorney Gogel:

This letter is in response to your letter dated September 4, 2018 on behalf of the Town of Egremont to Beth L. Regulbuto, Superintendent of Schools for the Southern Berkshire Regional School District (the "District"), which was received by the District on Friday, September 7, 2018 along with a copy of a report from the Massachusetts Department of Public Health, Bureau of Environmental Health, Indoor Air Quality Program, which was an Indoor Air Quality Assessment of the South Egremont School at 42 Main Street, South Egremont, MA (the "Air Quality Report").

Please note that the District is in full compliance with the settlement agreement in the matter of Town of Egremont v. Southern Regional School District, Berkshire Superior Court, Civil Action No. 1776CV00098 (the "Settlement Agreement"). By its terms, the Settlement Agreement requires only that the District's School Committee either begin the process for budgeting the funding necessary to run a program in the South Egremont School for the 2018-2019 school year or begin the process for closing the school. The School Committee not only began the process for budgeting the funding necessary to run the program in the 2018-2019 school year, the School Committee's final approved budget includes funding necessary to run the program in the 2018-2019 school year. As such, the District is in compliance with its obligations under the Settlement Agreement.

The Settlement Agreement does not state a certain date during the 2018-2019 school year on which the program will be located at the South Egremont School. That date is within the discretion of the School Committee for the District. The School Committee is fully committed to moving enrolled students to the South Egremont School for the 2018-2019 school year, but the Committee must be fully satisfied of the safety of the building and grounds before moving any students to that location. The School Committee continues to have a number of concerns.

1. We note that the Air Quality Report's Conclusion and Recommendations requires that repairs be made to holes/seams in the building envelope, such as the side steps, to prevent water accumulation in the crawlspace. Because this condition is a result of the

Town's renovation of the building, the Town must be responsible for rectifying this condition.

2. The Air Quality Report's Conclusion and Recommendations further requires that downspouts be extended at least five feet from the foundation. Again, because this condition is a result of the Town's renovation of the building, the Town must be responsible for rectifying this condition.

3. Although the Town has obtained short-term Variances that may allow the opening of the school for the 2018-2019 academic year, the District will require an acknowledgement and agreement by the Town that the Town bears sole responsibility for compliance with the Massachusetts Architectural Access Board regulations, 521 CMR 1.1 *et seq.,* compliance with the requirements of Title II of the Americans with Disabilities Act, and compliance with other state and/or federal facility requirements in relation to the South Egremont School, and related statutes and regulations when those waivers and variances expire, as all such requirements were triggered by the Town's renovations to the building.

4. With respect to the Town's renovations and the lead paint issue, the School Committee is concerned about whether the renovations were conducted in compliance with applicable laws and regulations with respect to renovation, repair and painting rules applicable to child-occupied facilities which contain lead paint, and specifically whether such renovation, repair and painting was conducted in such a way as to protect both the building interior and the adjacent grounds from contamination resulting from the disturbance of lead-based paint. See, 454 CMR 22.00 *et. seq.*, which applies not only to deleading work, but also to renovation work activities in child-occupied facilities, including but not limited to window replacements. The School Committee is particularly concerned because, based on photographs that show the building elevated from its foundation during the Town's renovation work, there do not appear to be any tarps or other sheathing covering adjacent grounds which would comply with the containment requirements of the regulations. We understand that the applicable regulations require such coverings in order, among other things, to ensure that adjacent grounds are not contaminated as lead particles may be dislodged during renovations, repairs and painting. In addition, the applicable regulations generally require that a licensed "lead-safe renovation contractor" be used to perform or supervise the work or that a waiver be obtained and that, in either instance, specific work practice requirements apply. Further, at the conclusion of any renovation project, a certified "Lead-safe Renovator-Supervisor" must provide certain notifications and interior and exterior cleaning verifications pursuant to 454 CMR 22.91. Please provide us with the name and contact information of the lead-safe renovation contractor employed by the Town, along with copies of the reports, certifications and verifications or other documentation establishing that the required regulations and procedures were complied with. In the meantime, please be advised that, in the interest of moving this forward,

the District is ordering an indoor lead paint test and an outdoor soil test to confirm whether or not the premises are contaminated; however, the District believes that these expenses are rightly attributable to the Town's work and the District reserves the right to seek reimbursement such expenses from the Town.

Finally, we note that your correspondence indicated that the Town would provide the District with copies of the materials relating to the AAB and ADA variance applications. The District is still awaiting those materials.

The District continues to expect to run a successful program at the South Egremont School for the 2018-2019 school year. Nonetheless, I'm sure we all share the priority of ensuring the safety of students and employees at the South Egremont School. The District looks forward to working with the Town to resolve this matter.

Sincerely,

Peter C. Sumners

Nancy J. Campany

DRAFT

8b

RECEIVED
SEP 07 2018
By

Kenneth J. Gogel, Esq.
kgogel@gogel-gogel.com
413-528-2698

40 Main Street, P.O. Box 719
South Egremont, MA 01258

September 4, 2018

Beth L. Regulbuto, Superintendent of Schools
Southern Berkshire Regional School District
PO Box 339
Sheffield, MA 01257

Re: South Egremont School

Dear Ms. Regulbuto:

Please be advised that this office represents the Town of Egremont concerning the matter of the South Egremont Schoolhouse. I have been asked to respond to your letter of August 20, 2018 regarding the school renovations.

The conditions imposed by the School Committee are unreasonable and nothing more then an effort to interfere with the opening of the South Egremont School in violation of the settlement agreement in the matter of Town of Egremont v. Southern Regional School District, Berkshire Superior Court, Civil Action No. 1776CV00098.

On August 23, 2018 an email from Juliette Hass, Director, Town of Egremont Board of Health, advised you that she inspected the schoolhouse with an inspector from the Massachusetts Department of Public Health and that "nothing was found during this inspection that lead any of the inspectors to believe the building was unhealthy or unsafe for school children, staff, parents or aides...".

The demand that a lead inspector certify the building as safe is not required by law and not within the scope of any inspection. The inspection performed on August 23, 2018 indicated that there were no conditions in the building that constituted an unhealthy environment.

The Town of Egremont will make the Application for Variances available for inspection in response to your request but the issuance of variances that expire on August 31, 2019 have no affect on the opening of the schoolhouse for the 2018-2019 academic year.

The Town of Egremont demands that the classroom for the students registered to attend the South Egremont School for this academic year be moved to the South Egremont School immediately.

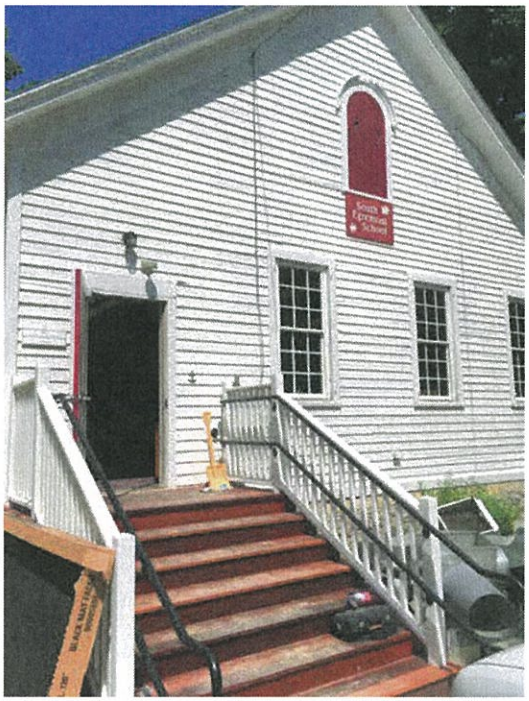
Sincerely yours,

Kenneth J. Gogel

8b

INDOOR AIR QUALITY ASSESSMENT

South Egremont School
42 Main Street
South Egremont, MA



Prepared by:
Massachusetts Department of Public Health
Bureau of Environmental Health
Indoor Air Quality Program
September 2018

BACKGROUND

Building:	South Egremont School (SES)
Address:	42 Main Street South Egremont, MA
Assessment coordinated via:	Juliette Haas, Health Director, Egremont
Reason for Request:	Assessment for general indoor air quality (IAQ) concerns and lead paint
Date of Assessment:	August 23, 2018
Massachusetts Department of Public Health/Bureau of Environmental Health (MDPH/BEH) Staff Conducting Assessment:	Michael Feeney, Director, IAQ Program
Date of Building Construction:	This building was originally constructed in 1881
Building/Site Description:	This building is a two-room schoolhouse with a peaked roof
Building Population:	This building is used by approximately 20 people, including students in pre-k/kindergarten and staff
Windows:	Openable

METHODS

Please refer to the IAQ Manual for methods, sampling procedures, and interpretation of results (MDPH, 2015). No air testing was conducted as the building was not occupied during the visit.

RESULTS and DISCUSSION

Ventilation

The SES has no installed mechanical ventilation. Both rooms have grills that appear to be connected to a forced hot air heating system. Ductwork and mechanical systems were not installed at the time of this assessment. Windows in the building open to provide fresh air.

Microbial/Moisture Concerns

A water-damaged ceiling tile was observed in one room. This water damage is likely from a leak in the chimney/roof junction and does not appear to be recent. Wall-to-wall carpeting was found to be water-stained around the entrance of the front room.

Carpets should be cleaned annually (or semi-annually in soiled/high traffic areas) in accordance with Institute of Inspection, Cleaning and Restoration Certification (IICRC) recommendations, (IICRC, 2012). The service life of carpeting is approximately 10-11 years (IICRC, 2002). As noted, carpeting was observed to be worn and stained. Carpeting of this age and condition becomes increasingly difficult to clean and maintain and may be a source of particulate matter to the indoor environment. Regular cleaning with a high efficiency particulate air (HEPA) filtered vacuum in combination with an annual cleaning will help to reduce accumulation and potential aerosolization of materials from carpeting.

Of note is the condition of the crawlspace. Cement on the western side of the crawlspace appears to be wet (Picture 1), which can be attributed to water penetration through the foundation. On the west wall of the building is a newly constructed staircase, which appears to have seams that may allow water to penetrate through the foundation. In addition, downspouts from the roof appear to empty into cement splash blocks (Picture 2). In Picture 2, the splash block appears to be tilted *towards* instead of *away* from the foundation, which would allow for water to gather along the foundation.

It is recommended that downspouts direct water at least five feet away from the base of the foundation. The ground area at the foundation should be covered with a water impermeable material (e.g., clay) that is sloped away from the foundation at a rate of 1 foot height by 5 feet in length so that rainwater shed off walls will drain away from the foundation.

Other IAQ Evaluations

As part of the assessment, concerns were raised with regard to the condition of paint that may contain lead in the building. According to test results, lead paint was found on window sills, window frames and chair rails. IAQ staff noted that window sills, window frames and chair rails were covered with a heavy coat of material and no paint chips or flaking was noted on any of these materials. The building has undergone a number of renovations since it was originally

constructed. Several layers of paneling exist over walls, which would render the original walls inaccessible. A building like the SES would be classified as a child occupied building under the current Massachusetts lead paint laws [M.G.L. c. 189A a.k.a. Lead Law). The Lead Law requires the removal or covering of lead paint hazards in residences (defined as premises) built before 1978 where any children under 6 live (MDPH, 2018). The Lead Law requires proper remediation efforts for child occupied buildings.

> The department shall also, in consultation with the director, adopt regulations specifying licensing requirements and safety procedures to be used by all persons employed in performing renovations or rehabilitation in a residential premises or child-occupied facilities in a manner that disturbs paint, plaster or other materials containing dangerous levels of lead. [M.G.L. c 197B(c)].

Pursuant to this requirement, the MA Department of Labor Standards (MDLS) promulgated the document "Operation & Maintenance Guidelines for Public Buildings with Lead-based Paint" (MDLS, 1996), which is included with this assessment as Appendix A. In this document, it is recommended that a building operator adopt the following housekeeping practices if lead-paint is present:

1. Lead-contaminated dust can be generated by the friction of painted surfaces. Windows, sills, stools and troughs are likely areas for this type of lead-contaminated dust accumulation.
2. The recommended housekeeping procedure is periodic damp wiping or wet cleaning of areas such as those mentioned above. Horizontal surfaces (e.g., floors, stairs) where children play frequently should receive special attention.
3. Increased efficiency vacuum cleaner bags are advertised by many manufacturers for use with normal vacuum cleaners. Their use is recommended as a reasonably inexpensive precaution for routine cleaning where no lead based paint (LBP) chips or dust are present, though no scientific data currently exist to verify the manufacturer's advertising claims. If HEPA vacuum equipment is available, its periodic use for normal cleaning is strongly recommended. (MDLS, 1996).

During this assessment, a cleaning contractor was observed cleaning the building interior, including wet wiping of flat surfaces, which would be consistent with recommended MDLS housekeeping practices.

CONCLUSION AND RECOMMENDATIONS

In view of the findings at the time of the visit, the following recommendations are made:

1. Continue to following the recommended MDLS practices detailed in the guideline "Operation & Maintenance Guidelines for Public Buildings with Lead-based Paint" (Appendix A).
2. Replace water-damaged wall-to-wall carpeting.
3. Repair holes/seams in the building envelope, such as in the side steps, to prevent water accumulation in the crawlspace.
4. Consider extending downspouts at least five feet from the foundation.
5. During occupied periods use openable windows for fresh air. Ensure they are tightly closed when the building is not occupied to prevent moisture and pest infiltration. Ensure openable windows have intact screens to prevent pest entry.
6. Refer to resource manual and other related indoor air quality documents located on the MDPH's website for further building-wide evaluations and advice on maintaining public buildings. These documents are available at http://mass.gov/dph/iaq.

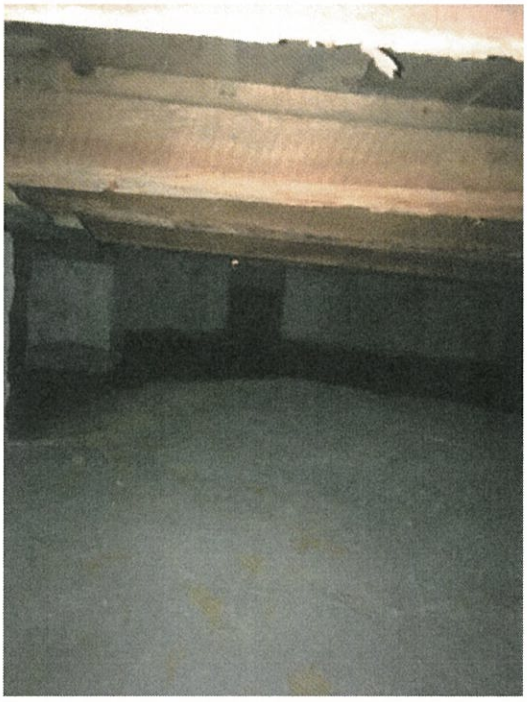
REFERENCES

MDLS. 1996. MA Department of Labor Standards (MDLS) promulgated the document "Operation & Maintenance Guidelines for Public Buildings with Lead-based Paint".

MDPH. 2015. Massachusetts Department of Public Health. Indoor Air Quality Manual: Chapters I-III. Available at: http://www.mass.gov/eohhs/gov/departments/dph/programs/environmental-health/exposure-topics/iaq/iaq-manual/.

MDPH. 2018. Massachusetts Department of Public Health Lead Paint Laws [M.G.L. c. 189A].

Picture 1



Moisture in the west side of the crawlspace

Picture 2

Downspout emptying at base of foundation onto splash block

APPENDIX A

The Official Website of the Executive Office of Labor and Workforce Development (EOLWD)

Labor and Workforce Development

Home > Labor Standards > Deleading & Lead Safety > Operations & Maintenance for Public Buildings...

Operations & Maintenance for Public Buildings with Lead-Based Paint

OPERATIONS & MAINTENANCE GUIDELINES FOR PUBLIC BUILDINGS WITH LEAD-BASED PAINT

The purpose of this pamphlet is to introduce the main components of the safe management of lead-based paint encountered during the routine maintenance of public buildings, especially schools. Examples of such activity include repair of a damaged section of a wall, installation of an electrical outlet or repair of a window.

In such a short space, however, this publication can only summarize the principal topics. It cannot provide the detailed guidance necessary to develop and implement an adequate plan for the management of lead-based paint. For further assistance, see the resource section at the end of this pamphlet.

USES OF LEAD-BASED PAINT

Before the 1970s lead-based paint was commonly used in public buildings and residences. Workers can have very high lead exposure from removing paint from surfaces previously coated with lead paint, such as in building repair, residential renovation and deleading, and demolition. In the construction field, lead is also used for roofs, tank linings, and electrical wiring.

HOW DOES LEAD AFFECT THE BODY?

Lead poisoning has been a serious health concern for centuries. Even though much is known about lead and how it can affect your health, lead poisoning is still very common today.

Workers can be exposed to lead by breathing in lead dust or fumes from work activities, by eating, drinking or smoking in work areas, or by handling contaminated objects - and accidentally swallowing lead dust. Workers in many workplaces have so much lead in their bodies that they are slowly being poisoned. The symptoms may hardly be noticeable at first. But over time, lead can damage the brain, blood, nerves, kidneys and reproductive organs. This damage can cause serious disability: memory loss, extreme tiredness, emotional problems, even kidney failure, coma or death.

Young children are especially affected by lead. Improper work practices can cause lead dust to contaminate areas beyond the immediate work area and poison young children. Lead dust can also collect on employees' work clothes during the day. When those clothes are worn home, the lead can contaminate workers' cars and homes. Young children can then be poisoned by the lead-contaminated dust.

Lead poisoning can occur when people are exposed to large or small amounts of lead over time. Lead builds up in the body and may cause temporary or permanent damage. A blood lead test can show whether your body has absorbed a dangerous amount of lead. A high blood lead level is an indication that lead is building up in the body faster than it can be eliminated.

WHAT IS AN O&M PROGRAM?

In the course of maintaining and repairing a building, workers engage in a variety of activities that may disturb lead paint or other lead products. In order to protect both employees and occupants, these activities must be managed in a manner that eliminates or minimizes lead exposure. An essential element in the in-place management of lead is a lead "operations and maintenance" (O&M) program. A lead O&M program is a set of procedures and work practices that should be followed during routine building maintenance and cleaning.

ESSENTIAL ELEMENTS OF AN O&M PROGRAM

A written O&M program describes, in detail, the procedures to be followed in minimizing lead exposures during routine maintenance and cleaning. The program should cover the following material:

1. **LEAD PROGRAM MANAGER** One person should be designated to manage the lead-based paint O&M program. This person should be trained in lead hazards and in specific requirements for operations and maintenance activities around lead-painted surfaces. The designated person's name, title, and phone number should be listed in the O&M program.

2. **SURVEY RESULTS** Testing for the presence of lead-based paint is recommended for all suspect surfaces. All lead inspection or survey results should be part of the O&M. Program. X-Ray Fluorescence (XRF) reports, laboratory analyses results, spot-testing results, field sheets, and field notes should be organized in a section of the document. Survey results should be easily accessible for reference. LBP surfaces should be visually inspected periodically depending on conditions. This section should be updated when additional lead surveys are performed.

The survey results provide a description of the location of lead-based paint. An easy way to compile these results is to mark the locations on construction (as-built) drawings. The location of LBP should be updated as new survey results are obtained and when LBP is removed. Any enclosures around LBP should also be noted on the construction drawings.

3. **GENERAL PROCEDURES AND WORK PRACTICES** The General Procedures and Work Practices which apply to the site should be included in a separate section of the O&M program. The procedures and work practices for specific tasks can be removed from the O&M program and used by maintenance workers in performing O&M activities.

4. **TRAINING** All worker training must comply with federal, state and local requirements and should be documented in the O&M program. Documentation requires placing copies of training certificates, class rosters, and course outlines in a section of the program. The section should be updated as additional training is completed.

O&M PROGRAM MANAGEMENT

In managing lead-related tasks the Lead Program Manager should assure the completion of the following:

1. **SCHEDULING** O&M work activities disturbing lead-based painted surfaces should be scheduled through the Lead Program Manager. A major scheduling issue has to do with the need to relocate building occupants. Ideally, work areas should be vacant while LBP O&M work is taking place.

2. **NOTIFICATION OF OCCUPANTS** Building occupants should be informed of the presence of lead-based paint and hazards associated with it. Occupants should understand the importance both of not disturbing lead-based paint and of reporting the presence of chipping/flaking paint or visible dust and debris.

Occupants should be notified prior to the start of lead-based paint O&M work affecting areas they use. Occupants should receive advanced notice when relocation will be necessary.

3. **TRAINING** The work practices are intended to minimize lead exposure both to workers and to building occupants. Workers should not undertake any of these tasks, however, without having a basic understanding of the hazards of lead, the measures needed to protect themselves and others from lead exposure, and at least the minimum training required by law.

In addition, state and local regulations should be consulted.

4. **RECOMMENDED HOUSEKEEPING PROCEDURES** Lead-contaminated dust can be generated by the friction of painted surfaces. Windows sills, stools and troughs are likely areas for this type of lead-contaminated dust accumulation. Exterior lead-contaminated dust may also be tracked into and accumulate on and around entryways.

The recommended housekeeping procedure is periodic damp wiping or wet cleaning of areas such as those mentioned above. Horizontal surfaces (e.g., floors, stairs) where children play frequently should receive special attention.

Increased efficiency vacuum cleaner bags are advertised by many manufacturers for use with normal vacuum cleaners. Their use is recommended as a reasonably inexpensive precaution for routine cleaning where no LBP chips or dust are present, though no scientific data currently exist to verify the manufacturer's advertising claims. If HEPA vacuum equipment is available, its periodic use for normal cleaning is strongly recommended.

5. **WORK PERMITS** The Lead Program Manager should issue a work permit before any lead-related maintenance is performed, either by building employees or outside contractors. This procedure is used to determine the presence of lead before work begins and to ensure that appropriate protection and work practices are used.

6. **WORK PRACTICES** Appropriate work practices must be used that minimize the generation of lead dust or fume and prevent the contamination of surrounding areas.

7. **PERSONAL PROTECTIVE EQUIPMENT (PPE)** Employers must ensure that service workers are provided with and trained to use appropriate PPE.

8. **EXPOSURE MONITORING** Exposure to lead should be determined in the course of work. Where possible and/or necessary, dust sampling should be performed before allowing areas to be occupied.

9. **MEDICAL SURVEILLANCE** O&M workers should be tested periodically to ensure that they are medically able to wear respirators and to measure their blood lead levels.

10. **RECORD KEEPING** Complete records, such as work performed and training, should be kept of all O&M activities.

Resources:

Organizations

Department of Labor Standards
617-626-6960 or 508-616-0461

National Institute for Occupational Safety and Health
4676 Columbia Parkway
Cincinnati, OH 45226
(800) 356-4674

Publications

Lead-Based Paint: Operations & Maintenance Work Practices Manual for Homes and Buildings. A detailed guide on development and implementation of an O&M program, available from:
The National Institute of Building Sciences
Publications Department
1201 L Street, NW, Suite 400
Washington, DC 20005
Tel. (202) 289-7800; Fax (202) 289-1092

Protecting Workers and Their Communities from Lead Hazards: A Guide for Protective Work Practices and Effective Worker Training. A book on lead in construction with chapters on O&M work practices and worker training, available from:
Society for Occupational and Environmental Health
6728 Old McLean Village Drive
McLean, VA 22101
Tel. (703) 556-9222

Portions of this document were taken from Lead-Based Paint - Operations & Maintenance Work Practices Manual for Homes and Buildings, by The National Institute of Building Sciences, May 1995. Cover graphic: Copyright © 1986 by Houghton Mifflin Company. Reproduced by permission from *The American Heritage Picture Dictionary*.

July 1996

Southern Berkshire Regional School District Curriculum Report

9.13.18

STRATEGIC

Now that faculty and staff have returned to school, the opportunity to connect and gather input has allowed me to add to the overall picture of professional development needs. These discussions have been incorporated into the yearlong professional development plan. Trainings for faculty and staff in the yearlong professional development plan, based on this input will include:

- The use of data teams to focus growth efforts.
    - Definition of formative assessment system to gauge cohort and individual progress of students and areas of focus for each.
- The use of research based Response To Intervention curriculum.
- The implementation of new MA State Standards in the classroom.
- The MCAS 2.0 versus the former PARCC high stakes assessment.

OPERATIONAL

From an operational standpoint this month revealed the opportunity for several immediate access points to offer assistance to the faculty and staff at SBRSD. This past month saw operational based trainings offered in:

- AESOP absence management training.
- Further development of content for the internal Curriculum, Instruction, and Professional Development section of the SBRSD website based on faculty and staff input.

Further, the development and streamlining of the Response To Intervention leadership structure to enhance our effectiveness. This coming month I will be looking at the best way to keep individual professional development points for each faculty member as well as publishing pathways to obtain additional points on the licensure/re-licensure cycle.

FY19 WARRANTS SIGNED
WARRANT SUB-COMMITTEE MEETING, 9-7-18

	Date	Voucher #	Total Amount:	General Fund Amount:
Manual Warrant	8/31/2018	8005	$ 179,926.96	$ 179,926.96
Health Insurance Warrant				
Health Insurance Warrant				
Vendor Warrant	9/7/2018	9002	$ 191,686.72	$ 138,074.98
Payroll Warrant	8/16/2018		$ 315,324.43	$ 295,259.21
Payroll Warrant	8/30/2018		$ 302,533.89	$ 294,685.78
			$ 989,472.00	$ 907,946.93

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