

# Acton Public and Acton-Boxborough Regional School Committees

# May 2, 2013

7:15 p.m. Acton Public School Committee meeting followed by 7:30 p.m. ABRSC Meeting followed by Joint ABRSC/APSC Meeting

at the R.J. Grey Junior High Library

# ACTON PUBLIC AND ACTON-BOXBOROUGH REGIONAL SCHOOL COMMITTEE MEETING

Library May 2, 2013

R.J. Grey Junior High School 7:15 p.m. Acton Public School Committee School Choice Hearing 7:30 p.m. Acton-Boxborough Regional School Committee School Choice Hearing 7:40 Joint APS/AB/Boxborough School Committee Meeting

### **AGENDA**

# 1.0 **APSC CALL TO ORDER** (7:15)

# 2.0 APS BUSINESS

# 2.1 SCHOOL CHOICE PUBLIC HEARING DISCUSSION and VOTE

Participation in School Choice 2013-2014 - <u>VOTE</u> - Steve Mills

Motion: To approve the administration's recommendation that the Acton Public Schools will not accept any School Choice students in academic year 2013-2014 due to a shortage of space for additional students.

Acton Public School Committee is suspended. ABRSC meeting begins.

# 3.0 **ABRSC CALL TO ORDER** (7:30)

# 4.0 **ABRSC BUSINESS**

# 4.1 SCHOOL CHOICE PUBLIC HEARING DISCUSSION and VOTE

Participation in School Choice 2013-2014 – **VOTE** – *Steve Mills* 

Motion: To approve the administration's recommendation that the Acton-Boxborough Regional Schools participate in the state's School Choice program in academic year 2013-2014 by only accepting siblings of existing Acton-Boxborough Regional High School Choice students, and current 6<sup>th</sup> grade Choice students from the Blanchard School in Boxborough who will be entering R.J. Grey Junior High School in grade 7.

APSC reconvenes. APSC/ABRSC Joint meeting begins.

# 5.0 **JOINT SCHOOL COMMITTEE MEETING** (7:40)

# 6.0 **CHAIRMEN'S INTRODUCTION** (7:40)

- 6.1 Recognition of Mae Shoemaker, ABRHS Field Hockey Coach, 2012 Dita/NFHCA High School National Coach of the Year
- 6.2 Thank you to ABRHS School Committee student representatives: Coco DeFrancesco, Jennie He, Jacob Johnson, Tess Little, Nikhil Manocha
- 6.3 "Leadership in Sustainability" JD Head, Kate Crosby (7:50)
  - 6.3.1 US Dept of Education Green Ribbon School District Sustainability Award letter from Secretary of Education, Arne Duncan
  - 6.3.2 Agenda for Visit by Assistant Secretary, U.S. Dept of Education and others, 5/2/13
- 6.4 Special Education Parent Advisory (Sped PAC) Presentation (8:00) (addendum)

# 7.0 APPROVAL of MINUTES and STATEMENT of WARRANT (8:15)

- 7.1 Minutes of 3/7/13 Joint/AB/APS School Committee meeting (next meeting)
- 7.2 Minutes of 4/4/13 Joint/AB SC Meeting (next meeting)
- 7.3 Minutes of 4/25/13 ABRSC Meeting (posted late, next meeting)

# 8.0 **PUBLIC PARTICIPATION**

# 9.0 **JOINT SCHOOL COMMITTEE BUSINESS** (8:20)

- 9.1 Food Services Presentation (APS and AB) Kirsten Nelson
  - 9.1.1 Presentation slides
  - 9.1.2 Direct Loss of Revenue chart and price comparisons
  - 9.1.3 Recommendation to approve ABRSD School Lunch Price Increase for FY14 **VOTE** *Kirsten Nelson*

Boxborough School Committee called to order for Joint Meeting.

- 9.2 Regionalization Report Maria Neyland (8:30)
  - 9.2.1 Proposed PreK-Grade 12 Regional Agreement, marked changes/clean copy, revised 4/29/13 (addendum)
  - 9.2.2 Draft Motion (Warrant Language 5/2/13) and Summary for 6/3/13 Town Meeting
  - 9.2.3 Acton-Boxborough Regional School Committee: Recommendation to Approve Proposed PreK-Grade 12 Regional Agreement <u>VOTE</u> *Maria Neyland*
  - 9.2.4 Acton Public School Committee: Recommendation to Support Proposed PreK-Grade 12 Regional Agreement <u>VOTE</u> *Dennis Bruce*
  - 9.2.5 Boxborough School Committee: Recommendation to Support Proposed PreK-Grade 12 Regional Agreement <u>VOTE</u> *Maria Neyland*
  - 9.2.6 Upcoming Forums see <u>www.ab.mec.edu</u>
  - 9.2.7 FYI Presentation slides
  - 9.2.8 Handout flyer (addendum)

Boxborough School Committee adjourns. APS/ABRSC Joint Meeting continues.

- 9.3 School Committee Member Reports (*oral*) (9:00)
  - 9.3.1 Acton Leadership Group (ALG) Report –*Kim McOsker* 9.3.1.1 Minutes of 2/28/13 and 3/28/13
  - 9.3.2 Boxborough Leadership Forum (BLF) Report Maria Neyland
  - 9.3.3 Health Insurance Trust (HIT) Report Kim McOsker
  - 9.3.4 OPEB Task Force Update Dennis Bruce
  - 9.3.5 Acton FinCom Report Dennis Bruce
  - 9.3.6 Acton BOS Report Paul Murphy
- 9.4 Policy Subcommittee Update *Brigid Bieber* (9:10)
  - 9.4.1 Employee Acceptable Use of Technology, File: GBEE **SECOND READING <u>VOTE</u>** *Brigid Bieber*
  - 9.4.2 Security Camera Systems, File: EEAEB FIRST READING JD Head
- 9.5 SMART Goals Update *Steve Mills* (9:30)
- 9.6 FY13 Superintendent's Evaluation Process-*Kim McOsker, Maria Neyland* 9.6.1 Request for public input by May 10, 2013
- 9.7 SC Summer Workshop (July) and Business Meeting (August) Maria Neyland (oral)
- 9.8 Recommendation to Approve FY13 TEC Bid **VOTE** *Don Aicardi (addendum)*

APSC adjourns. ABRSC Meeting continues.

# 10.0 **ABRSC BUSINESS (continued)** (9:40)

10.1 FY13 Budget – 3<sup>rd</sup> Quarter Report – *Don Aicardi* 

- 10.2 Recommendation to approve ABRHS Handbook FY14 changes <u>VOTE</u> *Steve Mills* (9:50)
- 10.3 Recommendation to approve gift to ABRHS from Intel <u>VOTE</u> *Steve Mills* (9:55)
- 10.4 Recommendation to approve gift to ABRHS from ABRHS Track & Cross Country Teams **VOTE** *Steve Mills*
- 10.5 Recommendation to approve field trip to Quebec 12/26/13-12/31/13 **VOTE** Steve Mills

# 11.0 **FOR YOUR INFORMATION** (10:00)

- 11.1 AB Regional High School
  - 11.1.1 Discipline Report April 2013 (next meeting)
  - 11.1.2 Gifts
- 11.2 RJ Grey Junior High School
  - 11.2.1 Discipline Report –April 2013 (next meeting)
- 11.3 Pupil Services
  - 11.3.1 ELL Student Population, May 1, 2013 (next meeting)
  - 11.3.2 Early Childhood Student Population Report, May 1, 2013 (next meeting)
  - 11.3.3 Youth Risk Behavior Survey (YRBS) 2012 Flyer
- 11.4 Enrollment Report April 1, 2013
- 11.5 EDCO Third Quarter Report, 3/31/13
- 11.6 Boxborough Town Election is May 20, 2013
- 11.7 Response from U.S. Senators Elizabeth Warren and William Cowan re Gun Control Letter
- 11.8 All-Staff Retirement Party June 13, 3:00-5:00, Wedgewood Pines Country Club, Stow
- 11.9 Dismissal Times for Last Day of School June 24, 2013 (addendum)
- 11.10 Gun Control Letter from Brookline School Committee
- 11.11 Community Correspondence
  - 11.11.1 A Better Way to Evaluate Teachers
  - 11.11.2 Ongoing Regionalization Savings
  - 11.11.3 Increasing Transparency (addendum)

### 12.0 **NEXT MEETINGS**

- May 13, 7:00 pm, Boxborough Town Meeting begins
- May 16, 7:00 pm, APSC Meeting at RJGJHS Library (Education Report D. Sugrue)
- May 22, 7:00 pm, Youth Risk Behavior Study Presentation, RJGJHS Library
- June 3, 7:00 pm, Acton and Boxborough Special Town Meetings on Regionalization
- June 6, 7:30 pm, ABRSC Meeting, RJGJHS Library

### **ADJOURN** (10:10)

# NOTE: New email address to contact School Committee members!

For the Acton Public School Committee email <a href="mailto:apsc@abschools.org">apsc@abschools.org</a>

For the Acton-Boxborough Regional School Committee email abrsc@abschools.org

# **School Choice**

 Funding for School Choice has stabilized with the number of choice students funding the staff.

	FY '09	FY '10	FY '11	FY '12	FY '13	FY '14
Choice Students	66	47	34	33	37	34
FTE Funded By Choice	7.2	7.2	7.0	3.8	2.8	2.8

Acton-Boxborough Regional School District	gh Regional S	School Distri	ct				
School (	School Choice Projections	tions					
	FY08-FY13						
	FY08	FY09	FY10	FY11	FY12	FY13	FY14
# of Students *	70						
Grade 12		27	21	-	9	9	ო
Grade 11		22	7	7	9	က	7
Grade 10		-	7	9	က	7	12
Grade 9 ** Sibling Projections of present Choice		9	9	2	7	12	5
Total ABRHS Choice		99	45	26	22	28	27
Boxborough Choice Grade 8			0	2	9	5	4
Boxborough Choice Grade 7			2	9	5	4	ო
Total Choice 7-12			47	34	33	37	34
(*) Per DOE Rept							
(**) Sibling Choice Projection Report							
(****) Choice:Boxborough							
							A CONTRACTOR OF THE PROPERTY O
Beginning Balance	\$ 205,578	\$ 363,802	\$ 340,733	\$ 207,018	\$ 44,442	\$5,967	\$35,609
Budget (^) Expenses	\$(243,960)	\$ (368,249)	\$ (385,437)	\$ (380,036)	\$ (225,721)	(\$174,345)	(\$182,255)
Income from Choice	\$ 402,183	\$ 345,180	\$ 251,722	\$ 217,460	187,246	\$203,987	\$188,869
Proj Balance 6/30	\$ 363,801	\$ 340,733	\$ 207,018	\$ 44,442	\$ 5,967	\$35,609	\$42,223

# 2012 Dita / NFHCA High School National Coach of the Year

# Mae Shoemaker

Acton Boxborough Regional High School Acton, MA

The NFHCA Office is pleased to announce that Mae Shoemaker from Acton Boxborough Regional High School (Acton, MA) has been selected as the 2012 Dita / NFHCA High School National Coach of the Year.

Shoemaker led Acton Boxborough to a 21-1-1 overall record and the 2012 Massachusetts Division I State Championship. The Colonials scored 97 goals while allowing only 1 during the 2012 season. Acton Boxborough captured the 2012 Dual County League Championship as well as the 2012 Division I North Sectional Championship.

A copy of the official press release is attached and has been posted to the NFHCA Honors & Awards page of the NFHCA website at <a href="https://www.nfhca.org">www.nfhca.org</a>.

Questions regarding the 2012 Dita / NFHCA High School National Coach of the Year should be directed to the NFHCA Office at <a href="mailto:executivedirector@nfhca.org">executivedirector@nfhca.org</a>.

# Leadership in Sustainability ABRSD-APS



# **US EPA Energy Star Awards**

- 1-100 percentile "score" adjusted for weather & geography
- 51,000 K-12 schools
- Moving target



4 school buildings have earned Energy Star award





2 to go!

# US Dep't of Education GREEN RIBBON SCHOOLS District-wide award



Pillar I: Reduced Environmental Impact and Costs

Pillar II: Improved Health and Wellness

Pillar III: Effective Environmental & Sustainability Education



# Pillar I: Reduced Environmental Impact & Costs

- 22% reduction in energy use over three years
- Solar generation on site
- Clean energy purchase
- Recycling increasing
- Compostables
- Buses: ultra-low sulfur diesel, clean-burning technology
- Water conservation





# Pillar II: Improved Health and Wellness

- Nutrition USDA awards
- Farm to School
- Gardens
- Physical education & outdoor time
- EPEAT standard EdTech
- IAQ, IPM, chemical mgt.







# Pillar III: Effective Environmental & Sustainability Education

 Interdisciplinary learning about dynamic environmental, energy and human systems

 Use of the environment & sustainability to develop STEM content knowledge and thinking skills

 Development of civic engagement, knowledge and skills







Teamwork at AB!

3



# THE SECRETARY OF EDUCATION WASHINGTON, DC 20202

April 22, 2013

Dr. Stephen Mills Acton Public Schools & Acton-Boxborough Regional School District 16 Charter Road Acton, MA 01720

Dear Dr. Mills:

Congratulations on being recognized as a 2013 U.S. Department of Education Green Ribbon School District Sustainability Awardee. This award acknowledges your district's achievements in taking a comprehensive approach to sustainability.

Your status as a 2013 District Sustainability Awardee affirms the commitment your district has made to environmental stewardship, student and staff health, and sustainability education. You are using your achievements in these areas to cut your district's costs, improve student health and productivity, and teach your students STEM subjects, civic engagement, and skills for the careers of the future. You have demonstrated that students, parents, staff, and community partners working together can build a school of the future, where all students have the opportunity to reach their full potential. You remind us that with resourcefulness, creativity, and community collaboration, anything is possible.

President Barack Obama and I believe that every child in this country deserves a world-class education. We are investing unprecedented resources in realizing a vision of education that supports students from cradle to career. Our plan begins with high-quality early childhood programs, continues with world-class K-12 systems, and culminates in accessible and affordable college and career options in order to support pathways to fulfilling green careers, engaged citizenship, and lifelong wellness. As you know, to succeed in an increasingly competitive, high-skill global economy, we must provide education geared toward the needs of the future, and your district is doing precisely that.

I commend you for your commitment to environmental stewardship, health, and sustainability and for inspiring your entire district to aim high. You are representative of best practices that improve achievement and equity, not only for aspiring "green" districts but for all districts. I look forward to celebrating your accomplishments during the U.S. Department of Education Green Ribbon Schools recognition events on June 3, 2013, and to sharing your innovations with the country all year long.

Thank you for all that you do.

Sincerely,

Arne Duncan



# ACTON PUBLIC SCHOOLS & ACTON-BOXBOROUGH REGIONAL SCHOOL DISTRICT

16 Charter Road Acton, MA 01720-2995 Phone: 978-264-4700 x3206 Fax: 978-264-3340 Email: smills@abschools.org

Stephen E. Mills, Ed.D. Superintendent of Schools

# Agenda for District Visit - U.S. Department of Education

# GREEN RIBBON SCHOOLS: DISTRICT SUSTAINABILITY AWARD VISIT

Confirmed Guest: Michael Yudin, Assistant Secretary, U.S. Department of Education

Additional Guest (pending confirm): <u>Lisa Capone</u>, Deputy Director, Green Communities Division,

Massachusetts Department of Energy Resources

May 2, 2013

2:00 - 3:30 p.m.

# **AGENDA**

2:00	Arrive Acton-Boxborough Regional High School (36 Charter Road)
2:05	Observe Advanced Placement Environmental Science class, Fred Hohn (10 minutes)
2:20	Meet Resource Force students and Recycling Club students in HS cafeteria - tour ABRHS (35 minutes)
2:55	Depart ABRHS, walk to Colebrook High School garden (5 minutes)
3:00	Colebrook High School garden (10 minutes)
3:10	Reception in Outdoor Classroom at Parker Damon Building (20 minutes)
3:30	Departure







# 2012 MCAS Highlights for AB & APS Districts

Presented May 2, 2013 by N. Sherburne & B. Guthlein

# Introduction

- Acton and AB are high performing school districts who do very well on MCAS
- We want all students to receive a quality education
- When the data shows groups of students not achieving at the same level, it draws attention to those groups not on target
- Our presentation tonight focuses on those groups of students whom MCAS has highlighted as underperforming

# MCAS Target & End Goal

- Initial Target: Close student proficiency gap 50% by the year 2017
- End Goal: Bring all students to basic proficiency in English, Math and Science
- PAC Priorities:
  - Improved academic outcomes for students with special needs
  - School Committee support of Pupil Services' efforts to address student needs

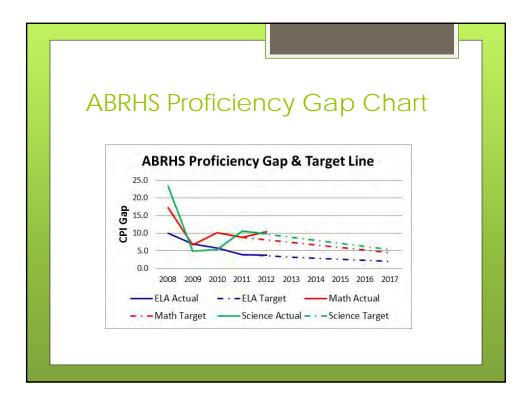
# AB Regional School District

2012 MCAS Highlights for Special Education Students

# New Progress & Performance Index Data

- PPI is a combined score including narrowing proficiency gaps, SGP and bonus points in Math, Science and English. Cumulative PPI is a 4 year average that gives greater weight to more recent years' performance. Need 75+ to be Level 1.
- ABRHS Cumulative PPI was 84 so school classified as Level 1 among top 32% of schools in the state.
- RJG students Cumulative PPI was only 69 so school classified as Level 2 with 47% of state schools.
- We all agree AB schools should be Level 1.

# RJG Proficiency Gap and Target Line 40.0 20.0 20.0 20.0 20.08 2009 2010 2011 2012 2013 2014 2015 2016 2017 ELA Actual - - ELA Target Math Actual - - Math Target Science Actual - - Science Target



# New Proficiency Gap Data

- The proficiency gap is based on CPI and shows how far students have to go to be proficient (100).
- RJG achieved "met target" for English, Math & Science. In English & Math this was only due to an exemption while proficiency gaps increased.
- ABRHS "met target" in English & Science only due to an exemption but did not meet target for the special ed. subgroup in Math – proficiency gaps increased in ELA & Math.
- Would like the SC to review and actively discuss the district's plan to close the proficiency gap for students 50% by 2017.

# ELA Summary - AB

- ELA student growth at all grades is not in the 51-59 target range recommended by DOE.
- 7<sup>th</sup> gr. special ed. SGP is below the state median and dropping while all students SGP is rising.
- Heavy caseloads for ELA teachers at the high school may be limiting learning – hope new staff will ameliorate.
- Recommend: Analyzing ELA MCAS strands to identify special ed. student weaknesses so can improve performance for this group.

# Math SGP Summary - AB

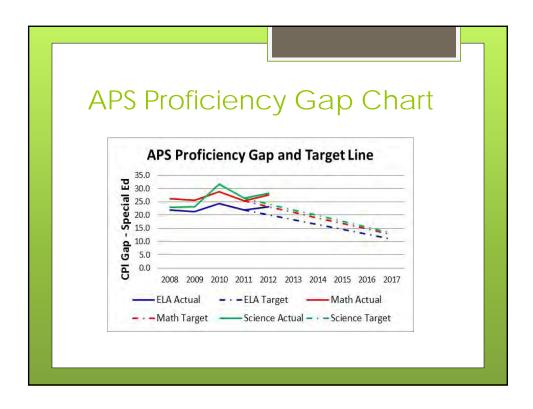
- Math student growth is not in the 51-59 target range for all grades recommended by DOE.
- AB special ed. students had exceptional 10<sup>th</sup> gr. Math SGP.
- 8th grade special ed. SGP was below state median and way below peer districts.
- As 7<sup>th</sup> graders this class of students benefited from Dr. Mills intervention their 2011 SGP scores were the best ever recorded at APS or AB.
- Recommend: Exploring and understanding 40-point student growth decline in one year.

# Acton Public School District

2012 MCAS Performance of Special Education Students

# **APS MCAS Performance**

- All students in APS ranked 73<sup>rd</sup> in English Language Arts across state and 92<sup>nd</sup> in Math.
- Special ed. students ranked 75<sup>th</sup> in English and 92<sup>nd</sup> in math across the state.
- Our 4<sup>th</sup> grade special ed. students are really struggling compared to others across the state.



# New Proficiency Gap Data

- The proficiency gap is based on CPI and shows how far students have to go to be proficient (100).
- APS "met target" in Math only as result of an exemption.
- APS special ed. subgroup did not meet target in English or Science and the proficiency gap widened for students in all three subject areas tested.
- Would like the SC to review and actively discuss the district's plan to close the proficiency gap for students 50% by 2017.

# Sharp SGP Decline at Douglas

# Douglas - Special Education ELA Student Growth Percentile

Test Year	2008	2009	2010	2011	2012 A	verage
Douglas	49	56	42	53.5	25	45.1
District	54	48	47.5	47	51	49.5
State	39	40	41	42	43	41.0
B (W) than						
District	-5	8	-5.5	6.5	-26	-4.4
State	10	16	1	11.5	-18	41

# Douglas - Special Education Math Student Growth Percentile

2008	2009	2010	2011	2012	Average
57	67	39	70	39	54.4
53.5	56.5	52	59	52	54.6
40	43	43	43	43	42.4
3.5	10.5	-13	11	-13	-0.2
17	24	-4	27	-4	12
	57 53.5 40 3.5	57 67 53.5 56.5 40 43 3.5 10.5	57 67 39 53.5 56.5 52 40 43 43 3.5 10.5 -13	57 67 39 70 53.5 56.5 52 59 40 43 43 43 3.5 10.5 -13 11	57         67         39         70         39           53.5         56.5         52         59         52           40         43         43         43         43           3.5         10.5         -13         11         -13

# **APS Summary**

- Student growth is not in the 51-59 target range recommended by the DOE.
- 4<sup>th</sup> grade special ed. student Math and ELA SGPs are below the state median and unacceptable for a district of this caliber.
- Recommend:
  - Analyzing ELA MCAS strands to identify special ed. student weaknesses so can improve performance for this group.
  - Exploring and understanding dramatic student growth declines at Douglas.

# Wrap Up

- We ask the School Committee to understand and publicly discuss the district's plan to close the proficiency gap for special ed. students 50% by 2017.
- Is special ed. student underperformance a problem that requires a unified systemwide solution?



# Addendum - Supporting Slides

# Changes to Student Growth & Achievement Standards

- New "proficiency gap" metric Continues to use CPI as key measure – CPI of 100 indicates proficiency. Proficiency gap is the difference between a group's 2011 CPI score and 100 (proficiency).
- New Student Growth Percentile test requires a minimum SGP of 51-59 to be on target to close proficiency gap 50% by 2017.
- New "high needs" category includes students with disabilities, English Language Learners and low income students.
- New "progress & performance index" metric combined score based on narrowing proficiency gaps, SGP & bonus points. Cumulative PPI is a 4-year average with greater weight given to recent years.

# **Exemptions to New Standards**

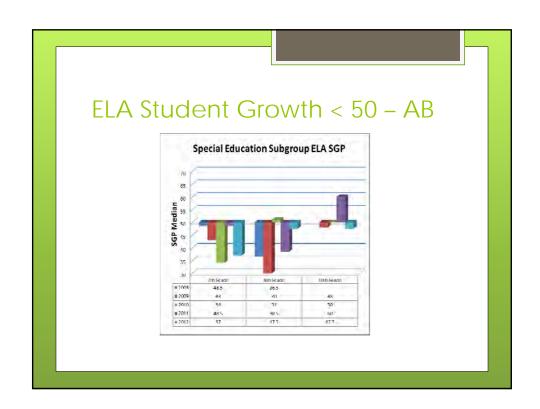
- Meet proficiency gap target if within1.25-points of target.
- Meet proficiency gap target if the CPI is 90<sup>th</sup> percentile for state. Don't have to exhibit improvement if in top 10% of schools.
- Meet proficiency gap target if a group is 80<sup>th</sup> percentile or better of all students in grade.
- Meet student growth requirement if reduce nonproficient students by 10% or more.
- Get bonus points if increase % of students scoring Advanced or reduce % of students in Warning/Failing category.

# 2012 ELA SGP Summary-AB

- SGP needs to be in 51-59 range to meet 2017 target.
- 7<sup>th</sup> grade subgroup SGP of 37 is 16 points below All Students and 4 points below State median for this subgroup.
- All Students 7<sup>th</sup> gr. SGP rose by 8 points while special ed. group fell by 11.5 points.
- Peer districts Concord, Lexington and Westford all have higher SGP in each class and higher % of Advanced students.

# 2012 Math SGP Summary – AB

- AB special ed. students had exceptional 10<sup>th</sup> gr. Math SGP of 74.
- 8<sup>th</sup> grade special ed. SGP only 38.5. 8.5 points below state median and 19 to 26.5 points below peer districts.
- As 7<sup>th</sup> graders this class benefited from Dr. Mills intervention SGP for these students was 79, the best growth ever recorded at APS and AB.
- A 40-point student growth decline in one year is extraordinary. Do we understand why?



# Impact of Continuous High Student Growth on Achievement

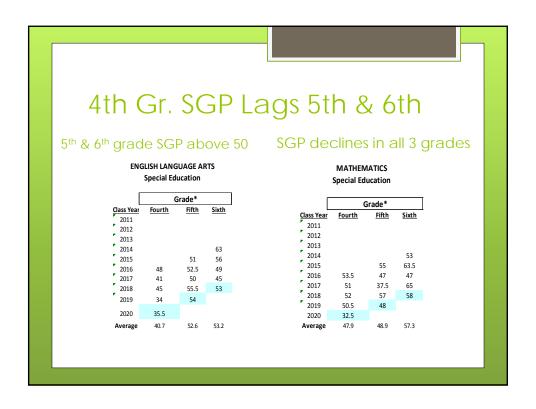
# **English Language Arts**

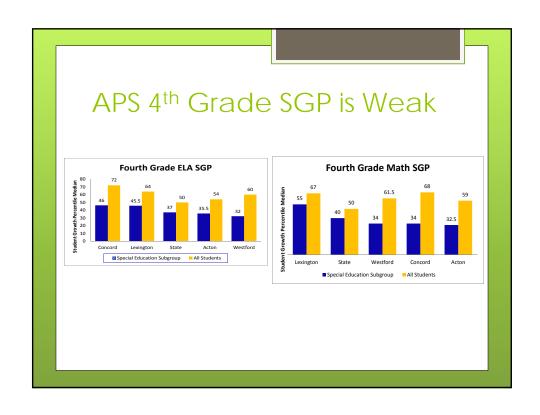
# Class of 2014 - Special Education Subgroup

Test Year: Grade:		2008 <u>Sixth</u>	2009 <u>Seventh</u>	2010 <u>Eighth</u>	2012 <u>Tenth</u>
West	ford				
	SGP	46	69	61	62.5
	% Advanced	2%	4%	6%	29%
	% Proficient	48%	67%	68%	89%
А-В					
	SGP	63	43	51	47.5
	% Advanced	10%	4%	3%	15%
	% Proficient	68%	53%	69%	78%

# **APS SGP Highlights**

- 4<sup>th</sup> gr. Subgroup ELA SGP of only 35.5 below state median and peer districts.
- 4<sup>th</sup> gr. Subgroup Math SGP of only 32.5 well below state median. This is an 18-point drop from recent year. Has been mid-30s last 2 yrs.
- Math decline may be due in part to 31-point SGP decline at Douglas.
- Gr. 4-6 ELA SGP at Douglas dropped 28.5 points to an abysmal 25 and math dropped 31 points to 39.





# ACTON-BOXBOROUGH REGIONAL SCHOOL COMMITTEE MEETING Draft Minutes

**Library R.J. Grey Junior High School** 

April 25, 2013 7:30 p.m.

Members Present: Brigid Bieber, Mary Brolin, Dennis Bruce, Michael Coppolino, Paul

Murphy, Kim McOsker, Maria Neyland, Deanne O'Sullivan, Kristina

Rychlik

Members Absent: none

Others: Steve Mills, Beth Petr

The Acton-Boxborough Regional School Committee was called to order at 7:30 p.m. by Maria Neyland, Vice-Chairperson.

# 2.0 **PreK – Grade 12 REGIONALIZATION AGREEMENT**

- 2.1 Draft Regional Agreement with Appendix A dated 4/8/13, changes tracked
- 2.2 Draft Regional Agreement with Appendix A dated 4/8/13, "clean" copy
- 2.3 Revised Financial Model dated 4/7/13 (#7.1.3 from 4/10/13 SC meeting)

The Committee focused on the revised Draft Regional Agreement dated 4/8/13, which was the same version they discussed at the 4/10/13 School Committee meeting.

### 2.4 Addition of Intermunicipal Agreement

Maria Neyland explained that the Intermunicipal Agreement came up this week as something that needed to be added. The Committee had no questions and agreed that the sentence drafted by Attorney Lennox should be inserted into Section 4.B of the Proposed Agreement.

- 2.5 Need to revise Acton Town Charter due to change in number of School Committee members per new Draft Regional Agreement
- 2.5.1 Possible Draft from Town of Acton Attorney Stephen Anderson dated 4/23/13 The Acton Town Charter needs to be revised because it specifies six School Committee members and the proposed Agreement increases that number to nine members. Acton Town Counsel prepared Charter Amendment language in the packet. Peter Ashton suggested that this item be considered after the Regionalization vote at the meeting on June 3. This also must go to a ballot vote at the next annual town election in March. Attorney Lenox assured Peter that this would not hold up the timing of any aspect of full regionalization. If the Charter amendment does not pass at Town Meeting on June 3, but Regionalization does pass, it could be considered at another Town Meeting. If it does not pass a second time, regionalization could not move forward as proposed. Paul Murphy asked if the number of School Committee members should stay at six to avoid this situation, but there was consensus that the number of School Committee members was an important decision and had involved much serious discussion by the Regional School District Study Committee (RSDSC). Kim McOsker felt that adding more members would be valuable given all the subcommittee and other work required of members of the Committee. Maria asked Dennis Bruce (APSC Chair) to talk to Acton Town Hall.

Chairperson Janet Adachi stated that the Acton Board of Selectmen had been informed of this issue.

2.6 Assessment of Potential Reductions to Blanchard Budget with Full Regionalization Mary Brolin walked the Committee through her assessment of potential reductions to the Blanchard budget, focusing on "efficiency reductions". Special educations costs are difficult because they are so variable. Her analysis does not pull out any special education costs. She described it as a broad cut. Retirements are based on an informed estimate. Deanne O'Sullivan asked about the reduction of five classrooms on Mary's chart. She expressed concern that if an effort is made to try to equal out the schools and reduce class size over time, some families made be forced to move to a school during the 5 year time period. The point was made that there is no intention of closing a school.

In response to a question from Mike Coppolino, Peter referred to slide 14 from the 4/10/13 SC meeting presentation:

# FINANCIAL BENEFITS

Additional transportation aid = +\$535KReduced increase in ch. 70 aid = -\$156KPersonnel cost savings = +\$466KBonus regional aid (declines over time) = +\$139KContract savings = + \$21K**NET TOTAL BENEFITS** = +\$1 Million = +\$943KAverage over 5 years ADDITIONAL POTENTIAL BENEFITS = +\$300K to \$1M

Dr. Mills explained that some items could definitely be cut given full regionalization, like one of the two superintendents, however other positions are more complicated. The certified librarian that Boxborough has but Acton does not, is an example. Some may not consider this a saving in Boxborough when the position is shifted to the District. It is a budgetary issue to be decided, if a certified librarian will be available at all for the six elementary schools in a PreK-12 Regional School District. Dennis Bruce asked about Extended Day funding in Boxborough. Mary Brolin said that it has been used to reduce facilities and overhead. She was not sure how Acton used it.

Charlie Kadlec spoke from the audience. He asked what the difference would be if the number of full time equivalent employees (FTEs) in Acton and Boxborough schools were combined and compared to what that number would be with full regionalization. Peter said regionalization would lower the number of FTEs by 4 or 5, translating to approximately \$466,000 in savings. (Slide 14 above).

Mike Coppolino stressed the need for some type of ongoing review committee. He questioned whether page 5 section 6C and page 8 section 11, contained strong enough language to ensure that the savings will be examined and compared to what was projected. He felt that the Committee owes it to the public and future School Committees to confirm this as time goes by. Appendix A section E also has similar language. Maria pointed out that the Committee can do a review like this whenever they like. It could be part of the annual summer workshop meeting. Brigid Bieber agrees with Mike's request and said it could be done using a policy.

Kristina Rychlik emphasized the non financial benefits of full regionalization as well. The Committee agreed that this is very important.

On page 10 section 12 D5 Mary noted that there is a one year delay to get the transportation benefits. It was agreed to add wording to the last sentence similar to "... shall pay an assessment to the ABRSC of an amount equal to the cost of said transportation ...." Attorney Lennox will be asked to add this.

Dennis spoke for a number of people saying that Appendix A is hard to understand. Maria described it as the mechanism by which the \$1 million in savings is going to be split between the two towns. Contracts are not necessarily easy to understand. Peter Ashton was recognized as an important resource regarding Appendix A.

# 3.0 June 3, 2013 SPECIAL TOWN MEETINGS in ACTON and BOXBOROUGH

# 3.1 Drafting of Motion(s) for the Town Meeting Warrants

Peter Ashton and Mac Reid will write the warrant article and Attorney Lenox will write a draft motion. The Committee would like these for next week's SC meeting. Brigid noted that the motions might not be the same for both towns and that Attorney Lennox should be asked about that. Mike asked if there would be a more formal opinion from DESE before the June 3 Town Meetings. Dr. Mills is trying to get a meeting with DESE before Town Meeting with an informal commitment. Boxborough needs warrant text by May 6<sup>th</sup> and Acton by May 17<sup>th</sup>.

### 3.2 Timetable of Events

The Committee agreed there was not a lot of time to communicate the issues.

# 4.0 **PUBLIC FORUMS**

4.1 "Expanded Regionalization" slides

The Committee reviewed proposed slides to be used for the public forums. Janet Pierce spoke from the audience as an Acton parent suggesting that the 80-20 savings split be included in presentations. It was agreed that a consistent answer is necessary when asked how the savings will be allocated. This will be determined by the Boards of Selectmen and future School Committees as budget decisions are made each year.

Allen Nitchelm spoke from the audience suggesting that savings is not the right word to use. He asked for a promise that the "savings" will go back to the taxpayers. Maria Neyland stated that that decision is not in School Committee's jurisdiction. Allen requested that it be proposed to the ALG. He disagrees with taxing to the maximum and then saying savings have been provided.

The assessments will be reduced by the savings number and the results will be determined by the Boards of Selectmen, Finance Committees and School Committees.

The meeting was adjourned at 9:48 p.m.

Respectfully submitted, Beth Petr

List of Documents used: see agenda

To: Dr. Stephen Mills

Acton-Boxborough Regional School Committee

From: Alixe Callen

Re: Student Handbook changes for 2013-2014

Date: April 26, 2013

It is my pleasure to present the following amendments to the ABRHS Student Handbook. Our handbook committee, convened by Assistant Principal Susan Atwater-Rhodes, and comprised of students, teachers, parents and an administrator, has recommended the following changes. I support these changes wholeheartedly, particularly given the committee's representative and collaborative nature.

If you wish to view the context of these changes, please note that the 2012-2013 Student Handbook is available online at:

http://ab.mec.edu/abrhs/pdffiles/handbook.pdf.

Those sections added or significantly changed are summarized below. Please note that anything underlined represents a change. Non-underlined text is not being revised.

**Make-Up Work** (to be added to "Make-Up Work" section on page 4) When students miss a class, or an entire school day for an authorized reason (e.g. sickness, dismissal, death in the family, etc), they are allowed time to make up the work missed. Students, not the teacher, are responsible for making sure that they make up all the work missed, including tests and quizzes. All tests and quizzes should be made up after school. See teachers for the correct testing room.

The amount of time students are given to make up missed work and assessments is proportionate to how much time is missed. If students miss between 1-2 days, they have that number of days to make up the work. If students miss between 3-5 days, they have a minimum of 5 days to make up the work. If students miss more than 5 days, it will be necessary to meet with each teacher to discuss how long they will have to make up the work. Students should feel free to meet with a counselor if they are having difficulty making up the work.

<u>Out of school Suspension and Student Responsibility</u> (new section will follow "Make-Up Work" on page 3)

<u>Under the Student Handbook regulations, students suspended from school are</u> provided the same make –up rights and responsibilities as any student absent from school. However, while suspended from school, students are expected to make

every effort to stay current with their course work. At a minimum, students are expected to email their teachers on the day of the suspension. Students are not required to explain why they will be out of school, but should notify the teacher of the dates they will be absent. Students may request at that time academic assignments that will assist them in staying current in their coursework.

In addition to emailing teachers through their ABSchools account, it is strongly recommended that students suspended from school take the following actions:

- Take all text books and academic materials with them when they leave the building
- Communicate with their school counselor and/or special educator
- Access all on-line teaching material available through their classes
- When appropriate, contact their classmates regarding academic information covered in class
- Continue to work on the long range projects that have been assigned, and assume that deadlines for any group projects will not be adjusted.

Students suspended from school are allowed to make up any work they have missed. However, the student, not the teacher, is responsible for making sure that all work is made up in a timely fashion. All tests and quizzes should be made up after school.

<u>Please note that it is not the responsibility of teachers to provide individual tutoring to review missed work for students returning from suspension.</u>

Screenings (to be added to page 4 under Nurse and Medication Procedures)
The following State mandated health screenings will occur during the school year:
Postural screenings for students in grade 9 will be conducted during 4th term
swimming. Hearing, vision, height and weight screenings for students in grade 10
will be conducted during PE classes. According to the State's BMI screening
regulation, schools must now calculate student's Body Mass Index. The Health Office
will use the heights and weights from the annual screenings to do this calculation.
Student's BMI results are available from the health office upon request. A parent
may choose to opt out of any of the mandated screenings by providing a written
request to the health office.

4. Non-prescription medicines may not be brought or used by any student on school premises. Occasionally, a student may require acetaminophen and/or ibuprophen. These over the counter medications will be dispensed by the nurse to students only when a parent has completed the on-line emergency information giving permission (see PowerSchool Access.)

**Athletics** (to be added to "Athletic" section on page 8)

1. Physical examinations

All students must pass a physical examination prior to participation in High School Athletics. A physical exam covers the student for 13 months from the exam date. A student's eligibility will terminate once a physical has reached the 13 month limit.

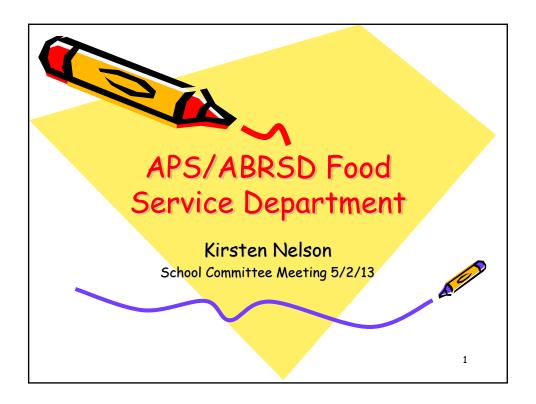
6. Loyalty to the High School Team: Bona Fide Team Members: A bona fide member of the school team is a student who is consistently present for, and actively participates in, all high school team sessions (e.g. practices, tryouts, competitions). Bona fide members of a school team are precluded from missing a high school practice or competition in order to participate in a non-school athletic activity/event in any sport recognized by the MIAA. First Offense: Student athlete is suspended for 25% of the season (see chart on Rule 62). Second Offense: Student athlete is suspended for an additional 25% of the season, and is ineligible for tournament play immediately upon confirmation of the violation. See Rule 96 for additional tournament restriction and Rule 86 for waiver guidelines

**Report Cards** (to be added to Report Card section on page 17) Report cards are issued four times a year. You are given a grade in every subject, along with comments by the teacher. The card does not have to be returned to the school. If there is a mistake on your report card, you should speak with the appropriate teacher and the teacher must submit the appropriate grade change form in order to have the student's permanent record corrected. Report cards for terms 1-3 are given out in advisory, the 4<sup>th</sup> term report cards are mailed directly to homes.

Tardiness (to be added to "Attendance" section on page 26)
School starts at 7:23 A.M. If students come to school at any time after that, they must sign in at the Main Office and receive a pass to enter their next class.
When students sign in at the front office, students who are late without a parent/guardian note will be marked "U" (unexcused absence) at the attendance office. A "t" (excused absence) will be recorded if the lateness is excused.

It is the teacher's responsibility to keep track of the number of "U's" and deduct points as appropriate. Three unexcused tardies per term in a class equal a three point deduction to the term grade for that class. Teachers may also refer students who are chronically tardy to the appropriate associate principal or dean.

Student Handbook Committee Members: Annalise McDonald (2014) Teresa Little (2014) Samarth Gupta (2014) Janet Maxwell Diane Cileno Diego Mansilla Jen Gavett Susan Atwater-Rhodes



# Our Mission

 Our mission is to serve high quality, nutritious lunches in a comfortable, welcoming environment in all of our schools while maintaining the Dietary guidelines for Healthy Americans and acknowledging all of our school student body's individual preferences.



2

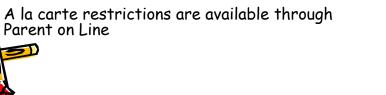
# Overview

- 7 on site Kitchens
- · Very Clean Kitchens
- Wonderful hard working staff
- · We are the busiest restaurant in Town!
- We just received notification that all 5 elementary schools have been awarded the Healthier US School Challenge award for Excellence.



# Point of Sale

- · We implemented the POS in October, 2011
- The system is set up to allow you to make a payment on line, or you can pay by check or cash through the school.
- Weekly Sunday night calls if balance is below \$5.00.



## If you have an account in Parent on Line



- Please note Credit Card information should be reviewed for each child annually.
- If you have an automatic payment setting you will need to update that each year as well.



5

### Our Website

- If you are not already familiar with our website <u>www.ab.mec.edu</u>
- Or you can access the site through each individual School Website:
- We post our menus
- · Information pertaining to free and reduced lunch
- Lunch Prices
- · Parent on Line information
- Pictures of lunches, celebrity guest servers, etc.





### Changes within the Food Services Department



- The changes from the Healthy Hunger Free Kids Act 2010 are
   In effect in all of the schools in the United States.
- Massachusetts has the strictest a la carte guidelines of any State.
   We are not alone!



### The changes include...

- Students are required to take a fruit or a vegetable with their meal
- Portions of fruits and vegetables offered are larger and the menu must have minimum amounts of vegetables in 5 different categories due to their richness in different nutrients:
  - 1. dark green 2. red/orange 3. legumes
  - 4. starchy 5. "other" vegetables.



9

### Changes Continued...

- Meats and "meat-alternates" have minimum and maximum portion limits per week and per day.
- Grains / breads have minimum and maximum portion limits per week and per day, and at least half of grain products offered must be "whole grain rich" (which means at least half of the grain in a product has to be a whole grain). In two more years, all grains offered in the school meals program must be whole.

(These two changes have had strong opposition and recently were lifted through the 2013-2014 school year)



### Changes Continued...

 Of the 5 food groups offered (meat, vegetable, fruit, grain, milk) students must take at least 3 food groups (and one of them has to be a fruit or vegetable) in order for it to be considered a complete meal. Students are welcome and encouraged to take all 5 food groups.



11

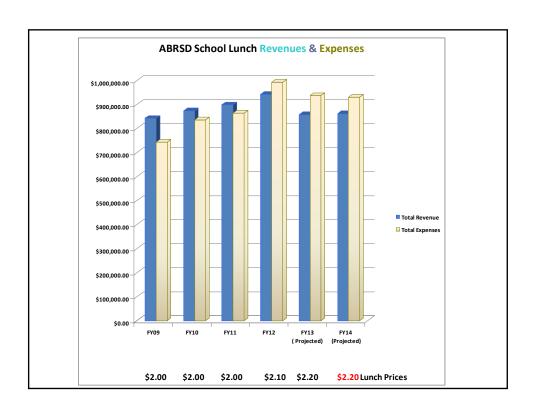
### Changes Continued

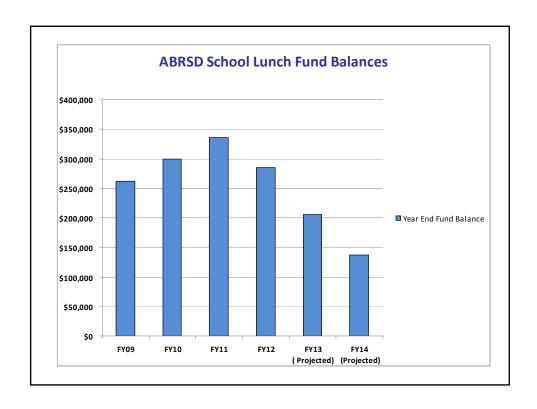
- Meals have a slightly lower calorie range, are taking graduated steps to lower sodium levels, limit saturated fat to 10%; and are trans-fat free.
- Food Services staff encourage and remind students to take their required fruit or vegetable if they haven't already.



### Student Acceptability

- Our lunch counts are down by 4% over last year. Approx. 60 lunches less a day per district.
- A la Carte Items are offered, only items from the John Stalker A List are available.
- We have seen a decrease in a la carte revenue. (Please see handout)





### The Lunch Price Law

The new law requires that the paid lunch revenue (Including the charge to students and the paid reimbursement) At a minimum be equal to the Free Lunch Reimbursement

Free Lunch Reimbursement
Paid Lunch Reimbursement

\$2.92

<u>- .27</u> \$2.65

Minimum must be charged to students for a Paid Lunch

\$2.65 must be charged to students for a school lunch...







- · This brings us into compliance with regulations.
- · Stabilizes our revenue and expenses.



17

# School Lunch Price Averages within TEC (28 districts)

- Current lunch price: Acton-Boxborough \$2.20, tiered pricing to \$3.25.
- The average Elementary Lunch cost is \$2.79
- The average Middle School Lunch cost is \$2.92-\$3.08
- The average High School Lunch cost is \$2.97-\$3.20



### It takes a partnership

MICH THE STATE OF THE STATE OF

- · Students
- · Parents
- Teachers/Faculty
- Food Service Department Staff
- Finance Department
- · A well fed child is ready to learn!



19

Thank you! It is a pleasure to serve Your children each and every day.

### Please Vote

Motion to set the price of Type A
 Lunches for the A-B Schools to
 \$2.50 and to raise each tiered price
 \$.25 effective July 1, 2013.



# Direct loss of revenue due to the MA Healthy Students, Healthy Goals Law, which was implemented in September of 2012 This Law regulates all food and beverages, not included with a lunch, that are sold to students during the school day

### Loss of Revenue for A La Carte Sales 12.13

A La Carte sales for September-February 11.12 compared to September-February 12.13 Results Indicate a significant loss in Revenue for sales in the area of A La Carte

The number of school days was based on the Dedham school calender and may vary by a few days in each district

Number of School Days 104 September through February

Number of School Days 70 March through June

Number of School Days 70	March through June			
School District	Revenue lost on a la carte sales 12.13 September- February	A La Carte	Vending	Projected Loss for the school year
Acton-Boxborough 7-12	-\$18,128.00			-\$30,329.54
Ashland	-\$7,323.00			-\$12,251.94
Bellingham	-\$22,000.00			-\$36,807.69
Belmont .	-\$12,000.00			-\$20,076.92
Blackstone	-\$12,000.00			-\$20,076.92
Billerica	-\$32,623.76	-\$12,769.12	-\$19,854.64	-\$54,582.06
Canton	-\$30,588.72			-\$51,177.28
Concord	-\$26,215.00			-\$43,859.71
Dedham	-\$11,723.32			-\$19,614.02
Dover/Sherborn	-\$19,050.00	-\$15,225.00	-\$3,825.00	-\$31,872.12
Dracut	-\$36,558.86	-\$13,281.49	-\$23,277.37	-\$60,931.50
Hamilton-Wenham Regional	-\$15,000.00			-\$22,000.00
Hopedale	-\$16,446.00			-\$27,515.42
Lincoln	-\$6,291.19			-\$10,525.64
Mashpee	-\$14,000.00			-\$23,423.08
Nashoba	-\$41,000.00			-\$68,596.15
Needham	-\$65,000.00			-\$108,750.00
Norfolk	-\$6,845.00			-\$11,452.21
North Andover	-\$62,793.00			-\$105,057.52
Norwood	-\$35,000.00			-\$58,557.69
Reading	-\$105,788.00			-\$176,646.00
Shrewsbury	-\$58,734.00	\$44,585.00	\$14,149.00	-\$98,266.50
Stoughton 7 - 12 estimate	-\$40,000.00			-\$66,923.08
Uxbridge	\$41,000.00	\$38,000.00	\$3,000.00	\$68,596.15
Walpole	-\$12,293.00			-\$20,567.13
Westford	-\$21,312.00			-\$35,656.62
Lost in Revenue through February 2013	-\$687,712.85	Projected Loss th	rough June	-\$1,146,920.60

Lunc	h Price Comparison 1	12.13
	ELEMENTARY AVERAGE \$2.79	TEACHER AVERAGE \$4.05
Acton	\$2.50	
Ashland	\$2.25	\$4.00
Ashland Proposed	\$2.50	
Bedford	\$2.25	\$3.25
Belmont	\$2.50	
Burlington	\$2.75	
Canton	\$2.25	\$3.25
Concord	\$3.00	\$4.25
Dedham	\$2.50	\$3.75
Dedham Proposed	\$2.75	\$4.50
Dover Sherborn	\$2.50	\$3.55
Dover Sherborn Proposed	\$2.75	\$4.00
Holliston	\$2.75	
Hopedale	\$2.75	\$3.25
Lincoln	\$3.00	\$4.00
Littleton	\$2.85	\$3.75
Mansfield	\$2.50	\$3.50
Mansfield Proposed	\$2.75	
Maynard	\$2.75	
Needham	\$2.30	\$4.00
Newton	\$3.00	\$4.00
Norwood	\$2.00	사용 (1980년) 10년 - 1985년 - 1985
Shrewsberry	\$3.00	\$4.00
Uxbridge	\$2.75	\$3.50
Uxbridge Proposed	\$3.00	\$3.75
Walpole	\$3.00	
Wayland	\$2.75	\$4.00
Wellesley	\$3.10	
Weston	\$2.25	
Westwood	\$2.75	\$4.00

TOTAL	\$79.75	\$72.30
TOTAL MINUS DUPLICATES	\$67.00	\$60.75
AVERAGE	\$2.79	\$4.05

Lunch Price Comparison 12.13			
	Middle School	Middle School Low Lunch Price AVERAGE \$2.92	Middle School Low Lunch Price AVERAGE \$3.08
Acton	2.20»3.25	\$2.20	\$3.25
Ashland	\$2.50	\$2.50	\$2.50
Ashland Proposed	\$2.75	\$2.75	\$2.75
Bedford	2.5»3.00	\$2.50	\$3.00
Belmont	\$3.00	\$3.00	\$3.00
Burlington	\$2.75	\$2.75	\$2.75
Canton	2.50»2.75	\$2.50	\$2.75
Concord	\$3.50	\$3.50	\$3.50
Dedham	\$2.75	\$2.75	\$2.75
Dedham Proposed	\$3.00	\$3.00	\$3.00
Dover Sherborn	3.00»3.75	\$3.00	\$3.75
Holliston	\$3.00	\$3.00	\$3.00
Hopedale	\$3.00	\$3.00	\$3.00
Lincoln	\$3.00	\$3.00	\$3.00
Littleton	\$2.85	\$2.85	\$2.85
Mansfield	\$2.75	\$2.75	\$2.75
Mansfield Proposed	\$3.00	\$3.00	\$3.00
Maynard	\$2.75	\$2.75	\$2.75
Needham	2.55»3.50	\$2.55	\$3.50
Newton	\$3.25	\$3.25	\$3.25
Norwood	2.50»2.75	\$2.50	\$2.75
Shrewsberry	3.25»3.50	\$3.25	\$3.50
Uxbridge	\$3.00	\$3.00	\$3.00
Uxbridge Proposed	\$3.25	\$3.25	
Walpole	\$3.25	\$3.25	
Wayland	\$3.00	\$3.00	\$3.00
Wellesley	\$3.35	\$3.35	\$3.35
Weston	\$3.00		\$3.00
Westwood	\$3.00	\$3.00	\$3.00
TOTAL		\$84.20	
TOTAL MINUS DUPLICATES		\$72.95	\$76.95
AVERAGE		\$2.92	\$3.08

. . . . . .

Lunch Price Comparison 12.13			
	High School	High School AVERAGE LOW LUNCH PRICE \$2.97	High School AVERAGE HIGH LUNCH PRICE \$3.20
Acton	2.20»3.25	\$2.20	\$3.25
Ashland	\$2.50	\$2.50	\$2.50
Ashland Proposed	\$2.75	\$2.75	\$2.75
Bedford	2.75»3.50	\$2.75	\$3.50
Belmont	\$3.25	\$3.25	\$3.25
Burlington	\$3.00	\$3.00	\$3.00
Canton	2.50»2.75	\$2.50	\$2.75
Concord	\$3.50	\$3.50	\$3.50
Dedham	2.75»3.00	\$2.75	\$3.00
Dedham Proposed	\$3.50	\$3.50	\$3.50
Dover Sherborn	3.00»3.75	\$3.00	\$3.75
Holliston	3.00»3.50	\$3.00	\$3.50
Hopedale	\$3.00	\$3.00	\$3.00
Lincoln	\$3.00	\$3.00	\$3.00
Littleton	\$2.85	\$2.85	\$2.85
Mansfield	\$2.75	\$2.75	\$2.75
Mansfield Proposed	\$3.00	\$3.00	\$3.00
Maynard	3.00»3.75	\$3.00	\$3.75
Needham	2.55»3.50	\$2.55	\$3.50
Newton	\$3.50	\$3.50	\$3.50
Norwood	2.50»2.75	\$2.50	\$2.75
Shrewsberry	3.25»3.50	\$3.25	\$3.50
Uxbridge	\$3.00	\$3.00	\$3.00
Uxbridge Proposed	\$3.25	\$3.25	\$3.25
Walpole	\$3.25	\$3.25	\$3.25
Wayland	\$3.00	\$3.00	\$3.00
Wellesley	\$3.35	\$3.35	\$3.35
Weston	\$3.00	\$3.00	
Westwood	\$3.00	\$3.00	\$3.00
TOTAL		\$85.95	\$91.70
TOTAL MINUS DUPLICATES		\$74.20	\$79.95
AVERAGE		\$2.97	\$3.20



### 4/29/13 Draft of Proposed Regional Agreement

Mon, Apr 29, 2013 at 5:00 PM

To All: Attached is the latest draft of the proposed Regional Agreement with today's date of 4/29/13 on the upper right to distinguish it from the earlier drafts. The first attachment is in red-lined form, showing all changes as compared to the current Regional Agreement. The second attachment is a "clean" version of the first.

The only ways in which this draft differs from the 4/8/13 draft are as follows: language concerning the "intermunicipal agreements" have been added to Section 4, B, and this language has been expanded to include the suggestions made by Acton Town Counsel; a small change has been made, at the request of the School Committee, in the second sentence of Section 12, D, 5; I have corrected two typos that appeared in the opening sentence of paragraph 3 of Appendix A (i.e., "cost savings" has been changed to "benefits", and "subsection E" has been changed to "Appendix").

I hope that all is well.

Ed

Edward F. Lenox Jr., Esq.

### 4/29/13 4/8/13 4/2/13 3/18/13 2/26/131/14/13 (With Appendix A)

### **AGREEMENT**

### FOR A REGIONAL SCHOOL DISTRICT

### FOR THE TOWNS OF

### ACTON AND BOXBOROUGH, MASSACHUSETTS

(As revised	effective	, 2013)

(As approved March 21, 1955 and As Amended on: October 10, 1955 October 1, 1956 March 9, 1959 December 27, 1973 and October 5, 1998)

### Certificate of the Secretary

I, the undersigned Secretary of Acton-Boxborough Regional School District having custody of its official records, hereby certify that this document represents the Agreement for a Regional School District for the Towns of Acton and Boxborough, Massachusetts as amended to date.

Witness my hand and the of	ficial seal of sai	d Acton-Boxborough Regional School District this	
6th day of October, 1.998	day of	, 2013.	
•			

### Acton-Boxborough Regional School District

#### **AGREEMENT**

This Agreement is intended to establish a For a pre-school through grade 12 regional school district for the Towns of Acton and Boxborough, in the Commonwealth of Massachusetts, hereinafter referred to as member towns.

### SECTION 1. MEMBERSHIP OF THE REGIONAL DISTRICT COMMI'T'TEE

- A. The Regional District School Committee, hereinafter referred to as the "Committee," or "the Regional School Committee," shall consist of eleven (11) members, six seven (7) from residing in the Town of Acton and three (3) four (4) residing infrom the Town of Boxborough. The weight of voting is as established in paragraph G below.
- B. At the annual town elections in 2014, in addition to electing two members of the Regional School Committee consistent with the Regional Agreement which is expiring on June 30, 2014, the Town of Acton, in order to achieve the configuration of Committee members established in paragraph A of this Section, will also elect a third member, whose term of office will begin on July 1, 2014. At the annual town elections in 2014, in addition to electing one member of the Regional School Committee consistent with the Regional Agreement which is expiring on June 30, 2014, the Town of Boxborough, in order to achieve the configuration of Committee members established in paragraph A of this Section, will also elect a second member, whose term of office will begin on July 1, 2014.
- CB. At the annual town elections beginning in 2015, the Town of Acton shall elect two (2) two (2) or three (3) members of the Committee from the Town of Acton (whichever number is necessary to complete Acton's complement of seven committee members), and the Town of Boxborough shall elect one (1) or two (2) member(s) of the Committee from the Town of Boxborough (whichever number is necessary to complete Boxborough's complement of four committee members). Each member so elected shall serve for a term of three (3) years or until a successor is elected and qualified.
- <u>DC</u>. No fewer than four (4) members from Acton and no fewer than two (2) members from Boxborough must be present in order to constitute a quorum for the transaction of business.
- ED. The Committee shall have all the powers and duties conferred and imposed upon school committees by Massachusetts General Law and conferred and imposed upon it by this Agreement and any special laws.

- FE. At the first regular meeting of the Committee following the latest town election to be held in each year, the Committee shall organize by choosing a Chairman from its own members, and by appointing a Secretary and a Treasurer who may be the same person, but who need not be members of the Committee. The Committee shall define the duties of all officers. The Committee shall appoint such other officers and agents as it deems advisable.
- FG. On all matters coming before the Committee, each member from Boxborough shall cast one vote and each member from Acton shall cast 2.5 votes. This weighted voting will be re-examined every ten (10) years, after the publication of the new federal census data to verify that the weighted voting is within DESE standards. a number of votes determined by dividing the population (as determined by the most recent town census) of Acton by twice the population of Boxborough and rounding the result to the nearest one-tenth.

#### SECTION 2. TYPE OF REGIONAL DISTRICT SCHOOL

- A. The Regional School District shall consist of school grades <u>pre-schoolseven</u> through twelve, inclusive.
- B. The Committee may establish and maintain state-aided vocational education, in accordance with the provisions of Chapter 74 of the General Laws, and acts amendatory thereto or dependent thereon by amendment to this agreement.

#### **SECTION 3. SCHOOL ATTENDANCE**

- A. Residents of the member towns may attend the Regional District Schools under the same regulations as would apply to a local school system.
- B. Students residing outside the District may attend the Regional District Schools upon approval of the Committee and payment of tuition established in the manner provided by law.
- C. Students wishing to attend vocational schools may do so in the manner provided by law.
- D. During the period July 1, 2014 to June 30, 2019, pre-school to grade 6 students who reside in Acton will have first option for attending an elementary school in Acton while pre-school through grade 6 students who reside in Boxborough will have first option for attending an elementary school in Boxborough. Exceptions to this may be made for special education purposes or for other reasons which the Superintendent finds compelling. As of July 1, 2019, the "first option" described in the preceding two sentences will continue unless the option is altered by the Regional School Committee. In any event, any student who began his or her attendance in a particular elementary school, as well as any younger siblings of

that student, will be given a preference in terms of continuing to attend at that school.

### SECTION 4. LOCATION OF THE REGIONAL DISTRICT SCHOOLS

- A. The Regional District's schools shall be located in the towns of Acton and or Boxborough. Each community will be guaranteed at least one school within its borders.
- В. Effective July 1, 2014, the Town of Acton and the Town of Boxborough will sell and convey to the District for the sum of one dollar each, ownership of the elementary school buildings, and the property on which said buildings are located, that are then currently in existence. Said conveyance of these school properties shall be contingent upon the execution of intermunicipal agreements between Acton and the District and between Boxborough and the District which will resolve any outstanding title issues associated with the properties, allocate responsibility for any pre-existing condition of or debt service associated with the properties or buildings. address any pre-existing leases of any portions of the properties or buildings, reserve and ensure continued town uses as defined in those agreements, and otherwise ensure that any issues of mutual concern to each Town and the District regarding these properties are satisfactorily addressed in those agreements. At any time in the future, if the Regional School Committee votes that any of the Region's buildings and properties that are owned by the Region is/are no longer needed by the Region for school-related purposes, the ownership of said building and property shall be sold and conveyed to the Town in which it is located for the sum of one dollar.

### SECTION 5. APPORTIONMENT AND PAYMENT OF COSTS INCURRED BY THE DISTRICT

- A. For the purpose of apportioning assessments levied by the District against Acton and Boxborough, costs shall be divided into three categories: construction costs, capital costs and operating costs.
  - 1. "Construction costs" shall include the costs of creating or acquiring new and/or additional educational, administrative or other permanent or temporary District building space and/or substantial renovation of existing permanent or temporary District building space or sites therefore, including but not limited to costs of plans, original equipment and furnishings, architect's fees, consultant's fees, site work, and start up operations, and also the payment of principal of and interest on bonds or other financial obligations issued by the Regional School District to finance construction costs. The intent is to include such costs as would be part of an approved school project which are or would have been eligible for a school building assistance grant for a capital construction project, major reconstruction project and/or emergency reconstruction project as those terms are defined in the School Building Assistance Program established by St. 1987, c. 746, s. 2, as

- amended (M.G.L. c. 70, App\_s. 1-1 through s. 1-21) and the Department of Education, School Construction Regulations, Title 603, Chapter 38 of the Massachusetts Code of Regulations.
- 2. "Capital costs" shall include all costs for equipment and/or extraordinary expenses which are not "construction costs" as defined in the preceding subsection, and are not "operating costs" as defined in the following subsection, whether financed by the issuance of bonds, or other financial obligations, or paid for out of a single annual assessment to the member towns. In the event such costs are financed by the issuance of bonds or other financial obligations, the periodic payments of the necessary interest, as well as the repayment of principal, shall be included in "capital costs."
- 3. "Operating costs" shall include salaries and benefits paid to personnel; pension costs; periodic lease payments for building space owned by others which may be used for Regional School District activities; payments for contracted services; costs of ordinary maintenance and repairs of the District's buildings, grounds and equipment; payments for materials and supplies; costs of textbooks and learning materials; utility expenses; costs of recruitment, evaluation, training and administration of personnel; necessary insurances; and other costs related to the provision of organized instruction to students; including interest on temporary notes issued by the District in anticipation of revenue, but excluding transportation expenses as provided in Section 6.
- A. The construction, capital, and operating, and transportation costs of the District and payments of principal of and interest on its bonds, notes and other obligations, net of Federal and/or State financial aid and any other income received by the District, shall be apportioned annually between Acton and Boxborough towns as set out in subsections B and C below.
- B. Providing such is not contrary to applicable law, each member town's share of capital, and-operating and transportation costs for each fiscal year shall be determined by computing, to the nearest 1/100 of 1%, the ratio which the sum of its pupil enrollments in the Regional School District on October 1 of the three years next preceding the start of such fiscal year bears to the sum of the pupil enrollments in the Regional School District of all member towns on October 1 of the same three years. These ratios shall be known as the base percentages.
- C. Providing such is not contrary to applicable law, Boxborough's share of construction costs incurred prior to July 1, 2014 which are attributable to the Region's grade 7-12 facilities for each fiscal year shall be its base percentage minus five percentage points. This five percentage point "discount" will not be applied to construction costs incurred after July 1, 2014, which are attributable to the Region's grade 7-12

facilities. Actor shall pay the remainder of such construction costs attributable to the Region's grade 7-12 facilities. Each town's respective share of the construction costs attributable to the Region's Pre K through grade 6 facilities will be computed using the same criteria as applied to operating costs.

- D. Because of considerations discussed and agreed to at the time of the expansion of the District from a grade 7 to 12 region to a pre-K to 12 region, the transitional rules appearing in Appendix A regarding the apportionment of costs to the member towns for fiscal years 2015 through 2021 will apply. Appendix A is incorporated herein by reference. (Note: The percentages and the other figures used in this subsection are currently under discussion.)
- E. In the event that some provision of applicable law requires some different apportionment of the costs of construction or capital or operating the District than is provided in this section of the Agreement, then insofar as is practical and allowed by the applicable law, in good faith the member towns shall apportion those costs, the division of which is not otherwise controlled by the applicable law, so as to exactly or as nearly as practical achieve the same overall apportionment of total costs in each fiscal year as would otherwise have been achieved by the formulas specified in Section 5, subsections C-B and D-C above.
- F. In the event that (an) additional town(s) is (are) admitted into the Region under the provisions of Section 78, the formulas in Section 5 will be renegotiated.

#### **SECTION 6. TRANSPORTATION**

A. School transportation shall be provided by the Regional School District.

Notwithstanding any other provisions of this agreement, the net cost of school transportation for each member town shall be separately determined each year and added to the other expenses and costs apportioned to and paid by the respective member towns under this agreement. As used in this Section 6, the words "net cost of school transportation" shall be deemed to mean the total cost to the district of transporting pupils from a member town to a District School for a calendar year (1) less any moneys or other credits received or to be received by the District in the preceding calendar year for transporting pupils from such member town and whether received or to be received from the Commonwealth of Massachusetts by way of reimbursement or otherwise or from any other source; and (2) adjusted to reflect any overpayment or underpayment by such member town for any preceding calendar year.

### SECTION 76. AMENDMENTS

A. This agreement may be amended from time to time in the manner hereinafter provided, but no such amendment shall be made which shall materially or adversely affect the rights of the holders of any bonds or notes or other indebtedness of the District then outstanding, or the rights of the District to

procure the means for payment thereof, provided that nothing in this section shall prevent the admission of a new town or towns to the District. A proposal for amendment may be initiated by a single petition bearing the signatures of at least 200 registered voters of the District or by a majority of the members of the Committee.

- B. Said petition shall also contain, at -the end thereof, a certification by the town clerks of the respective member towns as to the number of signatures on the petition which appear to be names of registered voters from that town; such certification to be prima facie evidence thereof. Any such proposal for amendment shall be presented to the secretary of the Committee who shall mail or deliver a notice in writing to the Board of Selectmen of each of the member towns that a proposal to amend this agreement has been received and shall enclose a copy of such proposal (without the signatures in the case of a proposal by petition). The selectmen in each member town shall include, in the warrant for the next annual or a special town meeting called for the purpose, an article stating the proposal or the substance thereof. Such amendment shall take effect upon its acceptance by a majority of voters present and voting in each of the member towns. Said vote shall be by ballot.
- C. Recognizing that over time circumstances often change, and intending that this Agreement should continue to serve the best interests of the member Towns, the School Committee should, at five year intervals, review the need to establish an ad hoc study group composed of knowledgeable persons to study this Agreement and report to the Committee as to whether or not any changes to this Agreement might be beneficial, in light of the then prevailing conditions. The Committee shall give any such ad hoc study group's report due consideration, but may exercise its discretion as to whether or not it will implement any of the group's recommendations.

### SECTION <u>87</u>. ADMISSION OF ADDITIONAL TOWNS

- A. By an amendment of this agreement adopted under and in accordance with Section 76 above, any other town or towns may be admitted to the Regional School District upon adoption as therein provided of such amendment and upon acceptance by the town or towns seeking admission of the agreement as so amended and also upon compliance with such provisions of law as may be applicable and such terms as may be set forth in such amendment.
- B. Upon admission of such town or towns, the total construction costs plus the cost of any subsequent capital acquisitions and improvements, reduced by an appropriate depreciation allowance, shall be reapportioned to all towns in the District including the newly admitted town (or towns) in a reasonable manner. The newly admitted town shall then assume liability of its entire share of the cost to be paid to the District over the remaining term of any funded debt

issued to pay such construction costs or subsequent capital acquisitions or improvements. If no such funded debt exists, the newly admitted town (or towns) shall finance its share independently of the District and pay the same directly to each member town according to the proportion such towns had originally paid to the District.

### SECTION 98. WITHDRAWAL OF MEMBER TOWNS

Any member town may petition to withdraw from the Regional School District under terms stipulated in Section 76 of this agreement provided (1) that the town seeking to withdraw has paid over to the Regional School District any operating costs and non-debt financed capital or construction costs for which it became liable as a member of the District, and (2) that said town shall remain liable to the District for its share of the indebtedness of the District, other than temporary indebtedness incurred in anticipation of revenue, outstanding at the time of such withdrawal, and for interest thereon, to the same extent and in the same manner as though the town had not withdrawn from the District, except that such liability shall be reduced by any amount which such town has paid over at the time of withdrawal and which has been applied to the payment of such indebtedness and interest or which has been deposited for the purpose as provided in the second paragraph belowSection 9-C.

Said petitioning town shall cease to be a member town if the proposed amendment is accepted by the petitioning town and each of the other member towns by a two-thirds (2/3) majority vote at an annual or special town meeting.

Money received by the District from a withdrawing town for payment of funded indebtedness and interest thereon shall be used for only such purpose and until so used shall be deposited in trust in the name of the District with a Massachusetts bank or trust company.

### SECTION 109. NOTICE OF DEBT AUTHORIZATION

Notice of any debt authorization shall be given to the member towns in accordance with the applicable law, or within ten days of the relevant vote of the Committee, whichever is less. Thereinafter, notwithstanding any provision of applicable law, as has been the Region's practice for many years, such debt shall not actually be incurred until the amount of the proposed debt has been specifically approved by a two-thirds vote at the next annual or special town meeting in each member town.

### SECTION 4410. BUDGET

A. The Committee should annually, at least 20 days prior to the date on which the final budget is adopted, prepare a preliminary budget. A preliminary budget shall include the amounts necessary to be raised to maintain and operate the Regional District Schools during the ensuing fiscal period, and include the

amount required for payment of debt and interest incurred by the District which will be due in said fiscal period. All non-recurring expenditures shall be itemized. This preliminary budget shall be itemized in such further detail as the Committee may deem advisable. From the total of said budget there shall be deducted any surplus receipts for the preceding fiscal period over the costs and expenses for that fiscal period, excepting those receipts which were reserved for that fiscal period. The preliminary budget shall be approved by a majority of the members of the Committee from each member town.

- B. Copies of said preliminary budget shall be prepared by the Committee, and promptly made available to the Finance Committee of each member town.
- C. The Committee shall hold a budget hearing annually. Thereafter, the Committee shall adopt a final budget not later than forty-five days prior to the earliest date on which the business session of the annual town meeting of any member town is to be held, but in no event later than March 31 (provided that said budget need not be adopted earlier than February 1). The final budget shall be adopted pursuant to applicable provisions of law.
- D. Within ten days, or such lesser period as provided by law from the date on which the final annual budget is adopted by the Committee, the Treasurer of the Committee shall certify to the Treasurer of each member town and inform the Chairmen of the Board of Selectmen and the Finance Committee of each member town of its share of the budget to become due in the ensuing fiscal period, as well as any other information required by law.
- E. Each member town shall seasonably bring the Committee's final budget before an annual or special town meeting and thereafter pay its proportionate share of the annual construction, capital and operating costs to the Regional School District in equal monthly amounts and on the fifteenth of each month, unless the District Treasurer, after due consultation with the member Towns' Treasurers, determines that there is good cause to select a different day of the month for any particular fiscal year. If either Acton or Boxborough should fail to approve any Regional budget submitted to its respective meetings, any further proceedings will be as provided by law.

### SECTION 1211. ANNUAL REPORT

The Committee shall on or before October 1 July 10 of each year submit an annual report to each of the member towns, containing a detailed financial statement, and a statement showing the method of computing the annual charges assessed against each town, together with such additional information relating to the operation and maintenance of the regional school as may be deemed necessary by the Committee or by the selectmen of any member town, and each member town shall include said report in its annual report.

#### **SECTION 12. TRANSITION PERIOD**

- A. Until July 1, 2014, the Acton School Committee and the Boxborough School
  Committee will continue to oversee and operate the pre-school through grade 6
  programs in Acton and Boxborough, respectively, subject to the restrictions
  spoken to in paragraph D below, and until said date the Acton-Boxborough
  Regional School Committee will continue to oversee and operate the grades 7-12
  programs for the two towns.
- B. Upon the acceptance of this Agreement by the Town Meetings in Acton and Boxborough and the approval of this Agreement by the Commissioner of Education, the Acton-Boxborough Regional School Committee, in addition to its duties to oversee and operate the then existing grade 7 through grade 12 regional school district, shall also become a "transitional school committee," consistent with 603 CMR 41.03(5) with respect to the expanded pre-school through grade 12 region. This transition period will extend from the date of acceptance by the two Town Meetings and the approval by the Commissioner until June 30, 2014. During this transition period, the same criteria regarding quorum, weight of voting, and the service of officers will apply to the Transitional School Committee as apply to the then-current Acton-Boxborough Regional School Committee.
- C. During the transition period, the Regional School Committee, acting as the Transitional School Committee, shall possess all powers, subject to the availability of funds necessary for the exercise of such powers, necessary for the planning and implementation of the expanded regional school district, including but not limited to the following:
  - 1. The power to receive funds from the Commonwealth as well as appropriations, grants, and gifts from other sources. This is not intended to alter the fact that during the transition period other funds from the Commonwealth will continue to flow to the member towns and their individual school departments.
  - 2. The power to establish and adopt policies for the expanded regional school district.
  - 3. The power to employ a superintendent, treasurer, chief financial officer, school physician, and director of Special Education, as well as the power to authorize the superintendent to employ other personnel as needed.
  - 4. The power to contract for and/or purchase goods and services, as well as the power to enter into leases and other agreements with the member towns, collaboratives, vendors, and other agencies and parties, with all the powers being able to be exercised on behalf of the expanded regional school district.

- 5. The power to adopt budgets for the expanded regional school district, and to assess the member towns for these budgets.
- 6. The power to negotiate and to enter into collective bargaining agreements, which will take effect no sooner than the inception of the expanded regional school district.
- 7. The power to develop and adopt a strategic plan for the expanded regional school district.
- 8. The power to appoint subcommittees.
- D. During the transition period, the local school committees of the member towns and the Regional School Committee when not acting as the Transitional School Committee may not make decisions that will financially obligate or legally encumber the expanded regional school district without ratification by majority vote of the Regional School Committee acting as the Transitional School Committee. In addition, the local school committees shall comply with the following during the transition period:
  - 1. No construction of new schools will be undertaken and no building closures will occur unless ratified by majority vote of the Regional School Committee acting as the Transitional School Committee.
  - 2. Program offerings will remain substantially the same.
  - 3. No school choice openings will be filled to take effect after June 30, 2014

    except with the approval by majority vote of the Regional School

    Committee acting as the Transitional School Committee.
  - 4. The school administration of the local school districts shall cooperate with the Regional Administration in terms of information sharing and in terms of the transfer control during the transition period.
  - 5. During the period July 1, 2013 to June 30, 2014, the Regional School Committee will assume responsibility for the transportation of the regular education students (i.e., not the special education students or the vocational students) who reside in Acton and Boxborough and who are enrolled in the Acton or Boxborough Public Schools. During 2013-2014 the Acton School Committee and the Boxborough School Committee will authorize the payment to the Regional School Committee of an amount equal to the cost of said transportation for their respective regular education students.

### SECTION 13. LEASE OF BUILDING

The District is authorized to lease the Blanchard Auditorium from the town of Acton under the terms substantially as set forth in the attached Exhibit  $\Lambda_-$ 

This agreement shall take effect on July 1, 20141999 and shall continue in effect from year to year thereafter, unless amended or terminated consistent with the terms of this Agreement and with the General Laws and state regulations. either party notifies the other prior to the first day of July in any calendar year of its intention to terminate this agreement at the expiration of the following one-year period. IN WITNESS WHEREOF the parties hereto have caused these presents to be signed, sealed and delivered by the officers of each hereunto duly authorized this day of 6th of October. 1998 IN WITNESS WHEREOF, this agreement has been executed, approved and accepted as of the , 20136th day of October, 1998. I hereby certify that the above Regional Acton-Boxborough Regional School Committee Agreement as amended, was approved by vote of the Town of Acton held on . 2013October 5,1998 By Town Clerk, Acton I hereby certify that the above Regional Agreement as, amended, was approved by vote of the Town of Boxborough held on 2013October 5, 1998  $\mathbf{B}\mathbf{y}$ Town Clerk, Boxborough

#### APPENDIX A

- 1. The figure of \$1,873,119 has been established as the "projected benefits" that will be used as a factor in the calculations which will be made under the following paragraphs of this Appendix A.
- The following projected "base budgets" have been established for Acton and for
  Boxborough for fiscal year 2015 (i.e., July 1, 2014 to June 30, 2015) through fiscal year
  2019 (i.e., July 1, 2018 to June 30, 2019):

FY'15: Acton, \$51,788,675; Boxborough, \$11,097,136

FY'16: Acton, \$53,398,447; Boxborough, \$11,134,949

FY'17: Acton, \$55,056,859; Boxborough, \$11,308,113

FY'18: Acton, \$56,675,977; Boxborough, \$11,426,890

FY'19: Acton, \$58,148,708; Boxborough, \$11,521,994

3. For fiscal year 2015 through fiscal year 2019, the following "percentage shares" of the projected benefits will be used for purposes of the calculations which will be made under the following paragraphs of this Appendix:

FY'15: Acton, 80%; Boxborough 20%

FY'16: Acton, 87.5%; Boxborough12.5%

FY'17: Acton, 90%; Boxborough 10%

FY'18: Acton, 82.5%; Boxborough 17.5%

FY'19: Acton, 60%; Boxborough 40%

- 4. In order to establish the assessments for fiscal year 2015 through fiscal year 2019, the following multi-step process will be followed:
  - a. The percentage share (see paragraph 3 above) of the projected benefits for the respective town and for the respective fiscal year will be multiplied by the projected benefit figure of \$1,873,119, yielding an "allocated benefits figure" for each of the two towns for that particular fiscal year. For example, for FY'15, Acton's allocated benefit figure will be \$1,498,495 (i.e., 80% x \$1,873,119), while Boxborough's allocated benefit figure will be \$374,624 (i.e., 20% x \$1,873,119).
  - b. The base budget for each of the two towns for the respective fiscal year (see paragraph 2 above) will be reduced by the allocated benefits figure for that year and for that town. For example, for FY'15, Acton's base budget of \$51,788,675 will be reduced by \$1,498,495, yielding a recalculated base budget figure of \$50,290,179. Similarly, for FY'15, Boxborough's base budget of \$11,097,136 will be reduced by \$374,624, yielding a recalculated base budget figure of \$10,722,512.

- c. The recalculated base budget figures for each of the two towns resulting from paragraph 4,b above will be added together, and the respective percentage that each town's base budget figure bears to that total sum will be calculated. For example, for FY'15, the sum of the recalculated base budget figures is \$61,012,691, of which Acton's recalculated base budget figure (i.e., \$50,290,179) represents 82.43%, while Boxborough's recalculated base budget figure (i.e., \$10,722,512) represents 17.57%.
- The percentage shares calculated under paragraph 4,c above (which, for example, d. in FY'15 would be 82.43% for Acton and 17.57% for Boxborough) will then be compared to the percentage shares that would result from the apportionment criteria that appear in Section 5, subsections B and C of this Agreement, and the respective differences in those shares will be identified. These respective differences will then be used to lower the actual assessment of the town by that percentage amount if the percentage share calculated under paragraph 4.c is lower than the percentage share that would result under subsections B and C, or to raise the town's actual assessment if the converse is true. If, for example, Acton would have an assessment percentage of 83.92% for FY'15 using the apportionment criteria that appear in subsections B and C, this percentage would be 1.53% higher than the percentage identified for Acton under paragraph 4,c above. Conversely, if Boxborough would have an assessment percentage of 16.08% for FY'15 using the apportionment criteria that appear in subsections B and C, this percentage would be 1.53% lower than the percentage identified for Boxborough under paragraph 4.c above. Under this example, Acton's actual assessment percentage for FY'15 will be lowered by 1.53% to 82.39% and Boxborough's actual assessment percentage will be raised by 1.53% to 17.61%, as compared to the assessments that would occur using the apportionment criteria that appear in subsections B and C.
- e. During each of the years from fiscal year 2015 to fiscal year 2019, the Region's administration will report to the Regional School Committee and to the Finance Committee and the Board of Selectmen of each member town the per pupil costs of each elementary school. The purpose of this reporting will be to incentivize the convergence of per pupil costs at each elementary school. This reporting shall be made as part of the Annual Report described in Section 11.
- f. For fiscal year 2020 Acton will be assessed \$425,000 less, and Boxborough will be assessed \$425,000 more, than would result from the apportionment criteria that appear in subsections B and C. For fiscal year 2021 Acton will be assessed \$25,000 less, and Boxborough will be assessed \$25,000 more, than would result from the apportionment criteria that appear in subsections B and C.
- g. Once the fiscal years addressed by the transitional rules established in this
   Appendix A have elapsed, the assessment language otherwise appearing in
   Section 5 of the Agreement will control.

#### EXHIBIT A.

IN CONSIDERATION OF the mutual promises and agreements contained herein, the Inhabitants of the Town of Acton (licensor), hereinafter referred to as the Town, hereby grant to the Acton Boxborough Regional School District (licensee), hereinafter referred to as the District, the right, license and privilege of occupying and using for school purposes, including gymnastics, athletic exercise and assembly, ingress, egress and parking of vehicles, all the space, including the area of land surrounding the building constituting the so-called Blanchard Auditorium-Gymnasium in said Acton. In consideration of this, the Region will allow the Town to use appropriate space within Regional facilities for Town Meetings, Town Elections and such other activities as may reasonably be required by the Town.

The District agrees to operate and maintain the premises, and to pay all costs of such operation and maintenance, including water, heat, electricity and gas, and janitorial services. The District will maintain the building and grounds in good order and condition at all times, reasonable wear and tear excepted, and will pay all costs of maintenance and repair, except the costs of capital and construction (as those terms are defined in the Regional Agreement), which will be paid by the Town of Acton. The parties will consult with each other with respect to the need for such capital and construction expenditures.

The District agrees that it will make reasonable provision for sharing the use of the building and surrounding area with the school children of Acton other than those included in the schools of the District.

The District shall have the privilege of allowing such organizations, whether directly or indirectly connected with school activities, to occupy and use the building and its surrounding land area and may make such charge for such use as is reasonable and proper. The District further agrees that it will, if the same does not interfere with the school work of either the District or the Town, allow civic or educational organizations of the Town of Acton or the Town of Boxborough the use of said building and grounds either with reasonable charge or gratuitously as said District may determine. The members of the Regional School District Committee elected or appointed by the Town of Acton shall be responsible for scheduling use of the building and surrounding grounds by all persons and organizations other than the District.

The Town agrees that will maintain and pay for property insurance on the premises. The District agrees that it will hold the Town harmless against any loss or damage to the premises caused by use of the premises by it or by any group or organization it permits to use the premises and that it will defend and hold harmless the Town against any claims for bodily injuries arising out of the negligence of it or its employees or its failure to maintain the premises in a safe condition.

This agreement shall take effect on July 1, 1999 and shall continue in effect from year to year thereafter, unless either party notifies the other prior to the first day of July in any calendar year of its intention to terminate this agreement at the expiration of the following one-year period.

IN WITHE 33 WHEKEOF the parti	es have caused these presents to be signed, sealed and delivered by the officers of each hereunto duly auth this 6th day of October, 1998.
By the Acton Board of Selectmen	
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### **AGREEMENT**

### FOR A REGIONAL SCHOOL DISTRICT

### FOR THE TOWNS OF

### ACTON AND BOXBOROUGH, MASSACHUSETTS

(As revised effective	, 2013)
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(As approved March 21, 1955 and As Amended on: October 10, 1955 October 1, 1956 March 9, 1959 December 27, 1973 and October 5, 1998)

### Certificate of the Secretary

the undersigned Secretary of Acton-Boxborough Regional School District having custody of s official records, hereby certify that this document represents the Agreement for a Regional chool District for the Towns of Acton and Boxborough, Massachusetts as amended to date.
Vitness my hand and the official seal of said Acton-Boxborough Regional School District this day of, 2013.
Secretary as aforesaid

### Acton-Boxborough Regional School District

#### **AGREEMENT**

This Agreement is intended to establish apre-school through grade 12 regional school district for the Towns of Acton and Boxborough, in the Commonwealth of Massachusetts, hereinafter referred to as member towns.

#### SECTION 1. MEMBERSHIP OF THE REGIONAL DISTRICT COMMI'T'TEE

- A. The Regional District School Committee, hereinafter referred to as the "Committee," or "the Regional School Committee," shall consist of eleven (11) members, seven (7) residing in the Town of Acton and four (4) residing in the Town of Boxborough. The weight of voting is as established in paragraph G below.
- B. At the annual town elections in 2014, in addition to electing two members of the Regional School Committee consistent with the Regional Agreement which is expiring on June 30, 2014, the Town of Acton, in order to achieve the configuration of Committee members established in paragraph A of this Section, will also elect a third member, whose term of office will begin on July 1, 2014. At the annual town elections in 2014, in addition to electing one member of the Regional School Committee consistent with the Regional Agreement which is expiring on June 30, 2014, the Town of Boxborough, in order to achieve the configuration of Committee members established in paragraph A of this Section, will also elect a second member, whose term of office will begin on July 1, 2014.
- C. At the annual town elections beginning in 2015, the Town of Acton shall elect two (2) or three (3) members of the Committee from the Town of Acton (whichever number is necessary to complete Acton's complement of seven committee members), and the Town of Boxborough shall elect one (1) or two (2) member(s) of the Committee from the Town of Boxborough (whichever number is necessary to complete Boxborough's complement of four committee members). Each member so elected shall serve for a term of three (3) years or until a successor is elected and qualified.
- D. No fewer than four (4) members from Acton and no fewer than two (2) members from Boxborough must be present in order to constitute a quorum for the transaction of business.
- E. The Committee shall have all the powers and duties conferred and imposed upon school committees by Massachusetts General Law and conferred and imposed upon it by this Agreement and any special laws.

- F. At the first regular meeting of the Committee following the latest town election to be held in each year, the Committee shall organize by choosing a Chairman from its own members, and by appointing a Secretary and a Treasurer who may be the same person, but who need not be members of the Committee. The Committee shall define the duties of all officers. The Committee shall appoint such other officers and agents as it deems advisable.
- G. On all matters coming before the Committee, each member from Boxborough shall cast one vote and each member from Acton shall cast 2.5 votes. This weighted voting will be re-examined every ten (10) years, after the publication of the new federal census data to verify that the weighted voting is within DESE standards.

### SECTION 2. TYPE OF REGIONAL DISTRICT SCHOOL

- A. The Regional School District shall consist of school grades pre-school through twelve, inclusive.
- B. The Committee may establish and maintain state-aided vocational education, in accordance with the provisions of Chapter 74 of the General Laws, and acts amendatory thereto or dependent thereon by amendment to this agreement.

### SECTION 3. SCHOOL ATTENDANCE

- A. Residents of the member towns may attend the Regional District Schools under the same regulations as would apply to a local school system.
- B. Students residing outside the District may attend the Regional District Schools upon approval of the Committee and payment of tuition established in the manner provided by law.
- C. Students wishing to attend vocational schools may do so in the manner provided by law.
- D. During the period July 1, 2014 to June 30, 2019, pre-school to grade 6 students who reside in Acton will have first option for attending an elementary school in Acton while pre-school through grade 6 students who reside in Boxborough will have first option for attending an elementary school in Boxborough. Exceptions to this may be made for special education purposes or for other reasons which the Superintendent finds compelling. As of July 1, 2019, the "first option" described in the preceding two sentences will continue unless the option is altered by the Regional School Committee. In any event, any student who began his or her attendance in a particular elementary school, as well as any younger siblings of that student, will be given a preference in terms of continuing to attend at that school.

#### SECTION 4. LOCATION OF THE REGIONAL DISTRICT SCHOOLS

- A. The Regional District's schools shall be located in the towns of Acton and Boxborough. Each community will be guaranteed at least one school within its borders.
- B. Effective July 1, 2014, the Town of Acton and the Town of Boxborough will sell and convey to the District for the sum of one dollar each, ownership of the elementary school buildings, and the property on which said buildings are located, that are then currently in existence. Said conveyance of these school properties shall be contingent upon the execution of intermunicipal agreements between Acton and the District and between Boxborough and the District which will resolve any outstanding title issues associated with the properties, allocate responsibility for any pre-existing condition of or debt service associated with the properties or buildings. address any pre-existing leases of any portions of the properties or buildings, reserve and ensure continued town uses as defined in those agreements, and otherwise ensure that any issues of mutual concern to each Town and the District regarding these properties are satisfactorily addressed in those agreements. At any time in the future, if the Regional School Committee votes that any of the Region's buildings and properties that are owned by the Region is/are no longer needed by the Region for school-related purposes, the ownership of said building and property shall be sold and conveyed to the Town in which it is located for the sum of one dollar.

### SECTION 5. APPORTIONMENT AND PAYMENT OF COSTS INCURRED BY THE DISTRICT

- A. The construction, capital, operating, and transportation costs of the District and payments of principal and interest on its bonds, notes and other obligations, net of Federal and/or State financial aid and any other income received by the District, shall be apportioned annually between Acton and Boxborough as set out in subsections B and C below.
- B. Providing such is not contrary to applicable law, each member town's share of capital, operating and transportation costs for each fiscal year shall be determined by computing, to the nearest 1/100 of 1%, the ratio which the sum of its pupil enrollments in the Regional School District on October 1 of the three years next preceding the start of such fiscal year bears to the sum of the pupil enrollments in the Regional School District of all member towns on October 1 of the same three years. These ratios shall be known as the base percentages.
- C. Providing such is not contrary to applicable law, Boxborough's share of construction costs incurred prior to July 1, 2014 which are attributable to the Region's grade 7-12 facilities for each fiscal year shall be its base percentage minus five percentage points. This five percentage point "discount" will not be applied to construction costs incurred after July 1, 2014, which are attributable to the Region's grade 7-12

facilities. Acton shall pay the remainder of such construction costs attributable to the Region's grade 7-12 facilities. Each town's respective share of the construction costs attributable to the Region's Pre K through grade 6 facilities will be computed using the same criteria as applied to operating costs.

- D. Because of considerations discussed and agreed to at the time of the expansion of the District from a grade 7 to 12 region to a pre-K to 12 region, the transitional rules appearing in Appendix A regarding the apportionment of costs to the member towns for fiscal years 2015 through 2021 will apply. Appendix A is incorporated herein by reference.
- E. In the event that some provision of applicable law requires some different apportionment of the costs of construction or capital or operating the District than is provided in this section of the Agreement, then insofar as is practical and allowed by the applicable law, in good faith the member towns shall apportion those costs, the division of which is not otherwise controlled by the applicable law, so as to exactly or as nearly as practical achieve the same overall apportionment of total costs in each fiscal year as would otherwise have been achieved by the formulas specified in Section 5, subsections Band Cabove.
- F. In the event that (an) additional town(s) is (are) admitted into the Region under the provisions of Section 7, the formulas in Section 5 will be renegotiated.

## **SECTION 6. AMENDMENTS**

- A. This agreement may be amended from time to time in the manner hereinafter provided, but no such amendment shall be made which shall materially or adversely affect the rights of the holders of any bonds or notes or other indebtedness of the District then outstanding, or the rights of the District to procure the means for payment thereof, provided that nothing in this section shall prevent the admission of a new town or towns to the District. A proposal for amendment may be initiated by a single petition bearing the signatures of at least 200 registered voters of the District or by a majority of the members of the Committee.
- B. Said petition shall also contain, at the end thereof, a certification by the town clerks of the respective member towns as to the number of signatures on the petition which appear to be names of registered voters from that town; such certification to be prima facie evidence thereof. Any such proposal for amendment shall be presented to the secretary of the Committee who shall mail or deliver a notice in writing to the Board of Selectmen of each of the member towns that a proposal to amend this agreement has been received and shall enclose a copy of such proposal (without the signatures in the case of a proposal by petition). The selectmen in each member town shall include, in the warrant for the next annual or a special town meeting called for the purpose, an article stating the proposal or the substance thereof. Such amendment shall take effect upon its acceptance by a majority of voters present and voting in each of the member

towns. Said vote shall be by ballot.

C. Recognizing that over time circumstances often change, and intending that this Agreement should continue to serve the best interests of the member Towns, the School Committee should, at five year intervals, review the need to establish an ad hoc study group composed of knowledgeable persons to study this Agreement and report to the Committee as to whether or not any changes to this Agreement might be beneficial, in light of the then prevailing conditions. The Committee shall give any such ad hoc study group's report due consideration, but may exercise its discretion as to whether or not it will implement any of the group's recommendations.

#### SECTION 7. ADMISSION OF ADDITIONAL TOWNS

- A. By an amendment of this agreement adopted under and in accordance with Section 6 above, any other town or towns may be admitted to the Regional School District upon adoption as therein provided of such amendment and upon acceptance by the town or towns seeking admission of the agreement as so amended and also upon compliance with such provisions of law as may be applicable and such terms as may be set forth in such amendment.
- B. Upon admission of such town or towns, the total construction costs plus the cost of any subsequent capital acquisitions and improvements, reduced by an appropriate depreciation allowance, shall be reapportioned to all towns in the District including the newly admitted town (or towns) in a reasonable manner. The newly admitted town shall then assume liability of its entire share of the cost to be paid to the District over the remaining term of any funded debt issued to pay such construction costs or subsequent capital acquisitions or improvements. If no such funded debt exists, the newly admitted town (or towns) shall finance its share independently of the District and pay the same directly to each member town according to the proportion such towns had originally paid to the District.

## SECTION 8. WITHDRAWAL OF MEMBER TOWNS

Any member town may petition to withdraw from the Regional School District under terms stipulated in Section 6 of this agreement provided (1) that the town seeking to withdraw has paid over to the Regional School District any operating costs and non-debt financed capital or construction costs for which it became liable as a member of the District, and (2) that said town shall remain liable to the District for its share of the indebtedness of the District, other than temporary indebtedness incurred in anticipation of revenue, outstanding at the time of such withdrawal, and for interest thereon, to the same extent and in the same manner as though the town had not withdrawn from the District, except that such liability shall be reduced by any amount which such town has paid over at the time of withdrawal and which has been applied to the payment of such indebtedness and interest or which has been deposited for the purpose as provided in the

second paragraph below.

Said petitioning town shall cease to be a member town if the proposed amendment is accepted by the petitioning town and each of the other member towns by a two-thirds (2/3) majority vote at an annual or special town meeting.

Money received by the District from a withdrawing town for payment of funded indebtedness and interest thereon shall be used for only such purpose and until so used shall be deposited in trust in the name of the District with a Massachusetts bank or trust company.

## SECTION 9. NOTICE OF DEBT AUTHORIZATION

Notice of any debt authorization shall be given to the member towns in accordance with the applicable law, or within ten days of the relevant vote of the Committee, whichever is less. Thereinafter, notwithstanding any provision of applicable law, as has been the Region's practice for many years, such debt shall not actually be incurred until the amount of the proposed debt has been specifically approved by a two-thirds vote at the next annual or special town meeting in each member town.

## **SECTION 10. BUDGET**

- A. The Committee should annually, at least 20 days prior to the date on which the final budget is adopted, prepare a preliminary budget. A preliminary budget shall include the amounts necessary to be raised to maintain and operate the Regional District Schools during the ensuing fiscal period, and include the amount required for payment of debt and interest incurred by the District which will be due in said fiscal period. All non-recurring expenditures shall be itemized. This preliminary budget shall be itemized in such further detail as the Committee may deem advisable. From the total of said budget there shall be deducted any surplus receipts for the preceding fiscal period over the costs and expenses for that fiscal period, excepting those receipts which were reserved for that fiscal period. The preliminary budget shall be approved by a majority of the members of the Committee from each member town.
- B. Copies of said preliminary budget shall be prepared by the Committee, and promptly made available to the Finance Committee of each member town.
- C. The Committee shall hold a budget hearing annually. Thereafter, the Committee shall adopt a final budget not later than forty-five days prior to the earliest date on which the business session of the annual town meeting of any member town is to be held, but in no event later than March 31 (provided that said budget need not be adopted earlier than February 1). The final budget shall be adopted pursuant to applicable provisions of law.
- D. Within ten days, or such lesser period as provided by law from the date on which the final annual budget is adopted by the Committee, the Treasurer of

the Committee shall certify to the Treasurer of each member town and inform the Chairmen of the Board of Selectmen and the Finance Committee of each member town of its share of the budget to become due in the ensuing fiscal period, as well as any other information required by law.

E. Each member town shall seasonably bring the Committee's final budget before an annual or special town meeting and thereafter pay its proportionate share of the annual construction, capital and operating costs to the Regional School District in equal monthly amounts and on the fifteenth of each month, unless the District Treasurer, after due consultation with the member Towns' Treasurers, determines that there is good cause to select a different day of the month for any particular fiscal year. If either Acton or Boxborough should fail to approve any Regional budget submitted to its respective meetings, any further proceedings will be as provided by law.

## SECTION 11. ANNUAL REPORT

The Committee shall on or before October 1 of each year submit an annual report to each of the member towns, containing a detailed financial statement, and a statement showing the method of computing the annual charges assessed against each town, together with such additional information relating to the operation and maintenance of the regional school as may be deemed necessary by the Committee or by the selectmen of any member town, and each member town shall include said report in its annual report.

## SECTION 12. TRANSITION PERIOD

- A. Until July 1, 2014, the Acton School Committee and the Boxborough School Committee will continue to oversee and operate the pre-school through grade 6 programs in Acton and Boxborough, respectively, subject to the restrictions spoken to in paragraph D below, and until said date the Acton-Boxborough Regional School Committee will continue to oversee and operate the grades 7-12 programs for the two towns.
- B. Upon the acceptance of this Agreement by the Town Meetings in Acton and Boxborough and the approval of this Agreement by the Commissioner of Education, the Acton-Boxborough Regional School Committee, in addition to its duties to oversee and operate the then existing grade 7 through grade 12 regional school district, shall also become a "transitional school committee," consistent with 603 CMR 41.03(5) with respect to the expanded pre-school through grade 12 region. This transition period will extend from the date of acceptance by the two Town Meetings and the approval by the Commissioner until June 30, 2014. During this transition period, the same criteria regarding quorum, weight of voting, and the service of officers will apply to the Transitional School Committee as apply to the then-current Acton-Boxborough Regional School Committee.

- C. During the transition period, the Regional School Committee, acting as the Transitional School Committee, shall possess all powers, subject to the availability of funds necessary for the exercise of such powers, necessary for the planning and implementation of the expanded regional school district, including but not limited to the following:
  - 1. The power to receive funds from the Commonwealth as well as appropriations, grants, and gifts from other sources. This is not intended to alter the fact that during the transition period other funds from the Commonwealth will continue to flow to the member towns and their individual school departments.
  - 2. The power to establish and adopt policies for the expanded regional school district.
  - 3. The power to employ a superintendent, treasurer, chief financial officer, school physician, and director of Special Education, as well as the power to authorize the superintendent to employ other personnel as needed.
  - 4. The power to contract for and/or purchase goods and services, as well as the power to enter into leases and other agreements with the member towns, collaboratives, vendors, and other agencies and parties, with all the powers being able to be exercised on behalf of the expanded regional school district.
  - 5. The power to adopt budgets for the expanded regional school district, and to assess the member towns for these budgets.
  - 6. The power to negotiate and to enter into collective bargaining agreements, which will take effect no sooner than the inception of the expanded regional school district.
  - 7. The power to develop and adopt a strategic plan for the expanded regional school district.
  - 8. The power to appoint subcommittees.
- D. During the transition period, the local school committees of the member towns and the Regional School Committee when not acting as the Transitional School Committee may not make decisions that will financially obligate or legally encumber the expanded regional school district without ratification by majority vote of the Regional School Committee acting as the Transitional School Committee. In addition, the local school committees shall comply with the following during the transition period:

- 1. No construction of new schools will be undertaken and no building closures will occur unless ratified by majority vote of the Regional School Committee acting as the Transitional School Committee.
- 2. Program offerings will remain substantially the same.
- 3. No school choice openings will be filled to take effect after June 30, 2014 except with the approval by majority vote of the Regional School Committee acting as the Transitional School Committee.
- 4. The school administration of the local school districts shall cooperate with the Regional Administration in terms of information sharing and in terms of the transfer control during the transition period.
- 5. During the period July 1, 2013 to June 30, 2014, the Regional School Committee will assume responsibility for the transportation of the regular education students (i.e., not the special education students or the vocational students) who reside in Acton and Boxborough and who are enrolled in the Acton or Boxborough Public Schools. During 2013-2014 the Acton School Committee and the Boxborough School Committee will authorize the payment to the Regional School Committee of an amount equal to the cost of said transportation for their respective regular education students.

This agreement shall take effect on July 1, 2014 and shall continue in effect from year to year thereafter, unless amended or terminated consistent with the terms of this Agreement and with the General Laws and state regulations.

IN WITNESS WHEREOF, this agreement has been approved and accepted as of the					
I hereby certify that the above Regional Agreement was approved by vote of the Town of Acton held on					
By Town Clerk, Acton					
I hereby certify that the above Regional Agreement as approved by vote of the Town of Boxborough held on2013					
By Town Clerk, Boxborough					

## APPENDIX A

- 1. The figure of \$1,873,119 has been established as the "projected benefits" that will be used as a factor in the calculations which will be made under the following paragraphs of this Appendix A.
- 2. The following projected "base budgets" have been established for Acton and for Boxborough for fiscal year 2015 (i.e., July 1, 2014 to June 30, 2015) through fiscal year 2019 (i.e., July 1, 2018 to June 30, 2019):

FY'15: Acton, \$51,788,675; Boxborough, \$11,097,136

FY'16: Acton, \$53,398,447; Boxborough, \$11,134,949

FY'17: Acton, \$55,056,859; Boxborough, \$11,308,113

FY'18: Acton, \$56,675,977; Boxborough, \$11,426,890

FY'19: Acton, \$58,148,708; Boxborough, \$11,521,994

3. For fiscal year 2015 through fiscal year 2019, the following "percentage shares" of the projected benefits will be used for purposes of the calculations which will be made under the following paragraphs of this Appendix:

FY'15: Acton, 80%; Boxborough 20%

FY'16: Acton, 87.5%; Boxborough12.5%

FY'17: Acton, 90%; Boxborough 10%

FY'18: Acton, 82.5%; Boxborough 17.5%

FY'19: Acton, 60%; Boxborough 40%

- 4. In order to establish the assessments for fiscal year 2015 through fiscal year 2019, the following multi-step process will be followed:
  - a. The percentage share (see paragraph 3 above) of the projected benefits for the respective town and for the respective fiscal year will be multiplied by the projected benefit figure of \$1,873,119, yielding an "allocated benefits figure" for each of the two towns for that particular fiscal year. For example, for FY'15, Acton's allocated benefit figure will be \$1,498,495 (i.e., 80% x \$1,873,119), while Boxborough's allocated benefit figure will be \$374,624 (i.e., 20% x \$1,873,119).
  - b. The base budget for each of the two towns for the respective fiscal year (see paragraph 2 above) will be reduced by the allocated benefits figure for that year and for that town. For example, for FY'15, Acton's base budget of \$51,788,675 will be reduced by \$1,498,495, yielding a recalculated base budget figure of \$50,290,179. Similarly, for FY'15, Boxborough's base budget of \$11,097,136 will be reduced by \$374,624, yielding a recalculated base budget figure of \$10,722,512.

- c. The recalculated base budget figures for each of the two towns resulting from paragraph 4,b above will be added together, and the respective percentage that each town's base budget figure bears to that total sum will be calculated. For example, for FY'15, the sum of the recalculated base budget figures is \$61,012,691, of which Acton's recalculated base budget figure (i.e., \$50,290,179) represents 82.43%, while Boxborough's recalculated base budget figure (i.e., \$10,722,512) represents 17.57%.
- d. The percentage shares calculated under paragraph 4,c above (which, for example, in FY'15 would be 82.43% for Acton and 17.57% for Boxborough) will then be compared to the percentage shares that would result from the apportionment criteria that appear in Section 5, subsections B and C of this Agreement, and the respective differences in those shares will be identified. These respective differences will then be used to lower the actual assessment of the town by that percentage amount if the percentage share calculated under paragraph 4,c is lower than the percentage share that would result under subsections B and C, or to raise the town's actual assessment if the converse is true. If, for example, Acton would have an assessment percentage of 83.92% for FY'15 using the apportionment criteria that appear in subsections B and C, this percentage would be 1.53% higher than the percentage identified for Acton under paragraph 4,c above. Conversely, if Boxborough would have an assessment percentage of 16.08% for FY'15 using the apportionment criteria that appear in subsections B and C, this percentage would be 1.53% lower than the percentage identified for Boxborough under paragraph 4,c above. Under this example, Acton's actual assessment percentage for FY'15 will be lowered by 1.53% to 82.39% and Boxborough's actual assessment percentage will be raised by 1.53% to 17.61%, as compared to the assessments that would occur using the apportionment criteria that appear in subsections B and C.
- e. During each of the years from fiscal year 2015 to fiscal year 2019, the Region's administration will report to the Regional School Committee and to the Finance Committee and the Board of Selectmen of each member town the per pupil costs of each elementary school. The purpose of this reporting will be to incentivize the convergence of per pupil costs at each elementary school. This reporting shall be made as part of the Annual Report described in Section 11.
- f. For fiscal year 2020 Acton will be assessed \$425,000 less, and Boxborough will be assessed \$425,000 more, than would result from the apportionment criteria that appear in subsections B and C. For fiscal year 2021 Acton will be assessed \$25,000 less, and Boxborough will be assessed \$25,000 more, than would result from the apportionment criteria that appear in subsections B and C.
- g. Once the fiscal years addressed by the transitional rules established in this Appendix A have elapsed, the assessment language otherwise appearing in Section 5 of the Agreement will control.

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## ARTICLE # . AMENDMENTS TO REGIONAL SCHOOL AGREEMENT (BALLOT VOTE)

To see if the Town will vote by ballot, consistent with the terms of Section 7 of the existing "Agreement for a Regional School District for the Towns of Acton and Boxborough, Massachusetts," to accept the amendments to said Agreement which have been initiated and approved by a majority of the members of the Regional School Committee, substantially in the form set forth below, with such further amendments as may be required by the Commissioner of Elementary and Secondary Education, approved by a majority of the members of the Regional School Committee and submitted to the Board of Selectmen of each member town prior to its vote on this article; provided, however, that all such amendments shall take effect only if: (a) said amendments have been approved by the Commissioner of Elementary and Secondary Education, and (b) said amendments have been accepted by a majority of the voters present and voting in the Acton Town Meeting and separately in the Boxborough Town Meeting, or to take any other action relative thereto.

[insert text of amended Agreement here]

#### MOTION

Move that the Town accept the amendments to the Regional School Agreement consistent with the Article.

#### **SUMMARY**

[Currently being drafted by Peter Ashton]

ARTICLE #\_\_\_\_. <u>AMENDMENTS TO REGIONAL SCHOOL AGREEMENT</u> (BALLOT VOTE)

To see if the Town will vote by ballot, consistent with the terms of Section 7 of the existing "Agreement for a Regional School District for the Towns of Acton and Boxborough, Massachusetts," to accept the amendments to said Agreement which have been initiated and approved by a majority of the members of the Regional School Committee and which are on file with the Town Clerk; provided, however, that said amendments shall take effect only if: (a) said amendments have been approved by the Commissioner of Elementary and Secondary Education, and (b) said amendments have been accepted by a majority of the voters present and voting in the Acton Town Meeting and separately in the Boxborough Town Meeting, or to take any other action relative thereto.

## **MOTION**

Move that the Town accept the amendments to the Regional School Agreement consistent with the Article.

**SUMMARY** 

Motion is: Tvetted by Boxbornich Counsel Vetted by Action Turn Counsel 4-29-13

## **DRAFT Warrant Article Summary** (4/30/13)

In the fall of 2011 the Acton-Boxborough Regional School Committee formed the Regional School District Study Committee (RSDSC) to evaluate whether the towns of Acton and Boxborough should consider expanding the existing regional school district to include grades pre-kindergarten through grade 12. The RSDSC presented its preliminary results to the two towns in the spring of 2012, and town meeting members in both towns voted affirmatively to have the RSDSC draft a revised regional agreement to expand the district.

The RSDSC deliberated over the next nine months and drafted a revised agreement that was presented to the Regional School Committee, as well as the Boards of Selectman and Finance Committees in both towns. A major goal of the RSDSC was to change as little of the current regional agreement as necessary. The Regional School Committee voted [affirmatively/unanimously] to approve the revised regional agreement andto present it to the two towns for approval at special town meetings. If the two towns approve the agreement, it will then have to be approved by the state Department of Elementary and Secondary Education (DESE). After final approval, the new pre-kindergarten through grade 12 region would become official on July 1, 2014.

## The major changes to the agreement include the following:

Transportation costs will be allocated on the same basis as operating costs, and all future construction costs will also be allocated on the same basis (i.e., based on student enrollment).

The Regional School Committee will be expanded to 11 members including 7 from Acton and 4 from Boxborough. Voting power will be weighted on the basis of townpopulation (as required by law), so Acton members will each have 2.5 votes, and each Boxborough member will have 1 vote.

The school buildings will be transferred to the regional school district for a nominal fee, and the region will be responsible for all maintenance and debt payments. In the event a school building is no longer needed, it may be returned to the town for the same nominal fee.

Each town will be guaranteed at least one elementary school in its town.

Parents will be guaranteed the ability to send their child to a school in their hometown and sibling preference is also guaranteed. Exceptions to this may be made for special education purposes or for other reasons which the Superintendent finds compelling. After five years, this policy will continue, but can be altered at the discretion of the School Committee.

The RSDSC estimates that over the first five years, the estimated savings will be \$1.8 million annually. These savings will be shared on average 80% to Acton and 20% to Boxborough over that 5-year period. After year 5, assessments to the two towns to support the full regional school budget will be based on the 3-year moving average of enrollment differences between Acton and Boxborough, as has always been the case with the existing region. However, to ease the financial transition in years 6 and 7, Boxborough will transfer a total of \$450,000 to Acton. Thereafter, the annual assessment will be based solely onthe three-year moving average of enrollment; i.e., the student population from Acton and Boxborough.

Note: the cost sharing formula is contained in Appendix A of the agreement. This formula operates to shift the assessment percentage in Acton's favor. If the assessment were based strictly on enrollment, Boxborough would receive all the financial benefits. Therefore, the formula in Appendix A guarantees that the savings will be shared on an 80% (Acton) /20% (Boxborough) basis during these first 5 years. The appendix also includes reporting requirements on per school costs with the expectation that by the fifth year costs for each school will have roughly equalized.

## **PreK - Grade 12 REGIONALIZATION PRESENTATIONS**

Date	Day	Group	Time	Where
29-Apr	Mon	Boxborough School Committee	9:30 AM & 7 PM	Sargent Memorial Library
30-Apr	Tues	Douglas School PTO	7:30 PM	Douglas School
1-May	Wed	Conant School PTO	9:30 AM	Conant School
2-May	Thur	JT APS/ABRSD School Committee Meeting	7:30 PM	RJG Jr High Library
7-May	Tues	JT Acton Bd of Selectmen/Finance Committee	7:30 PM	RJG Jr High Library
8-May	Wed	McCarthy Towne School PTSO	7:00 PM	Parker Damon Building
14-May	Tues	League of Women Voters Forum	7:30 PM	Acton Town Hall
21-May	Tues	Acton Council on Aging	12:15 PM	Senior Center
22-May	Wed	Gates School PTO	7:30 PM	Gates School
28-May	Tues	Merriam School PTO	7:30 PM	Parker Damon Building

## Expanded Regionalization

Acton/Boxborough Pre-K to 12 Special Town Meeting: June 3, 2013

## **Educational Benefits**

- Increased Choice Options for Both Towns
   For the first time Boxborough would be part of in-district "school choice"
   Acton would increase their options to six schools
- Gradual Leveling of Class Size

  - Smaller class size for Acton, Retaining Sections for Boxborough Less Reliance on Out-of-District Choice Students
- - Classroom Space Increases
     Allows for more space for Specials (i.e. Art in a Classroom not in
  - An Increase to In-House Special Education Programs = Less Out of District Services
- Increased Full-Day Kindergarten Options
- · Increased Professional Learning opportunities
- More Education & Less Administration

## Financial Benefits

- Identified \$1 Million in Initial Savings
  - Acton (80%)/ Boxborough (20%) will positively impact regional assessment
- Additional Potential Efficiencies (\$1,092K) from Blanchard
  - Requires Blanchard per pupil spending to converge with Acton's average
- Additional Benefits & Efficiencies Will Occur Once All 3 Districts are Merged into One

## Key Changes to the Agreement

- "Sale" of School Buildings with "Sale Back" Provision
- District Pays Current Debt
- · Guarantee at Least One School in Each Town
- Hometown Guarantee with RSC/Educational Override
- Costs Assessed on 3-year Enrollment Average
- No 5% Construction Discount (Box) in future
- Financial Benefits Split 80% (Acton)/20% (Box) 5 Years
- Expanded School Committee: 7 (Acton), 4 (Box), weighted voting

## **Questions or Comments**

• Website: www.ab.mec.edu

• Email: abrsc@abschools.org

• Call: (978) 264-4700 x 3206

## Financial Benefits

Additional transportation aid = +\$535K

Reduced increase in ch. 70 aid = -\$156K

Personnel cost savings = +\$466K

Bonus regional aid (declines over time) = +\$139K

Contract savings = + \$21K

NET TOTAL BENEFITS = +\$1 Million

Average over 5 years = +\$943K

ADDITIONAL POTENTIAL BENEFITS = +\$300K to \$1M

4/10/13

# Special Town Meetings in Acton & Boxborough Monday, June 3, 2013



## PreK – Grade 12 School Regionalization VOTE

## WHY EXPAND OUR REGION?

## EDUCATIONAL BENEFITS

- Increased "In District" School Choice Options
- Gradual Leveling of Class Sizes

  Smaller class sizes for Acton, retaining sections for Boxborough, with a target average class sizes of 21
- Increased Classroom Space

  An Increase to In-House Special Education Programs = Less Out of District
  Services
- More Full Day Kindergarten Classes
- Increased Professional Learning
- More Educational resources, Less Administration

## FINANCIAL BENEFITS

- \$1,000,000 in cost saving and increased revenues identified split 80% (Acton) 20% (Boxborough)
- Additional savings potential from Boxborough efficiencies
- Additional savings that will occur when 3 districts consolidate Example: Currently the three districts file 300 state reports a year, new single district will only file 100 per year

Please check the school website <u>www.ab.mec.edu</u> for the most up to date information including public forums where you can learn more.

#### Donald Aicardi

Director of Finance Acton Public Schools Acton-Boxborough Regional Schools 978-264-4700 X 3205

DATE:

April 29, 2013

TO:

Stephen Mills

FROM:

Donald Aicardi

RE:

FY'13 TEC Bid Recommendation

On January 12, 2013, classroom and office supply estimates for the Acton Public Schools and the Acton-Boxborough Regional School District were sent to The Education Cooperative (TEC) in Dedham. TEC compiles estimates from all member districts and does the bidding. On April 22, 2013, awards were made to the following companies:

AFP Industries, Inc.

Art Supplies Wholesale

Blanco, G.A. & Sons, Inc.

Blick Art Materials

Cascade School Supplies

W. B. Mason

National Art & School Supply

Nelson Copy Supply Co., Inc.

Office Depot

Pyramid Paper Company DBA Pyramid School Product

Sheffield Pottery, Inc.

Skandacor Direct, Inc.

Standard Stationery Supply Co.

Tree House

Triarco Arts and Crafts

The administration recommends that we accept these vendors for the TEC bid.

## ALG Minutes Feb. 28, 2013

PRESENT: Bart Wendell, facilitator, Janet Adachi, Pam Harting-Barrat, BoS; Xuan Kong, SC; Doug Tindal, Mary Ann Ashton, FC; Steve Ledoux, Steve Mills, Steve Barrett & Don Aicardi, staff. Absent: Kim McOsker.

Audience: Brian McMullen, assessor; Pat Clifford, FC; Katie Green, Dick Calandrella & Charlie Kadlec.

1. Minutes of Feb. 14, 2013 were approved

Extra info: ALG spreadsheet, 3-page set of assumptions; summary of allocations

2. Update on FY 13 Revenues & Expenses

Steve L: nothing to report on the local level, just waiting to see the impact from the federal cuts on the state & then local. The White House has released the impacts in MA on education; senior meals; health & safety grants.

SM: There may be \$28M less for kids in MA—but the impact will be in the cities Doug: where is the state legislature—with the tax deductions, especially on capital gains for the sale of a home? I've not heard anyone complain

SL: the governor is pressing the legislature to pass his package

Don: House W&M will have their first cut in two weeks—if the revenues estimates look like they will come in good, if not.....

SB: we have not heard from the feds as yet there does not look like there is any pushback on the taxes at the state level.

3. ALG Spreadsheet

SB: nothing has changed

4. Regionalization

Xuan had nothing new to report

5. Long Range Financial Forecast

Mary Ann walked the members through the FC's assumption sheets for FY 15 &16. On page 3 the update of the assumptions reflects the selectmen's discussion and show the consensus agreed to at last meeting.

Mary Ann expressed concern about getting agreements for the out years & the possibility of changing the ALG format to that of the FC's sheets. On page 1 of the ALG sheet there has been agreement on expenses but the out years have assumptions that have not yet been vetted by the other boards. There are several possible scenarios. In the FC's sheet the assumptions roll back into the budgetary numbers and we have a budget increase of 3.7%; ABRHS increase is 2.6%; all entities is an increase of 3.3%.

With an assumption of a 3.2% increase for FY 15 & 16 moving that to the ALG sheet we see a shortfall in FY 15 of \$739k and FY 16 a shortfall of \$835k.

In FY 15 & 16 Health Insurance design changes with a projected savings. FY 13 is the actual budget; FY 14 we have 0% and as we roll forward, FY 15 has a \$1,040k savings. One suggestion is to take out the lowered base and see what a \$1M swing would look like.

Bart: has everyone followed Mary Ann?

Mary Ann: another change is to give OPEB in FY 14 \$800K. Steve Noone has indicated that the OPEB Subcommittee suggested adding \$300k/year going forward—it's a modest pace but it has forward movement

Bart: for the OPEB/health—is there agreement?

Xuan: with the shift in enrollment, Acton's assessment is @ 4%

Mary Ann: good suggestion—we will need to work through what to do [as enrollment numbers change]

S. Mills: the \$846k is both Acton & APS.

MA: yes—AB is in the budget

S. Mills: we have done better in SPED/transportation and better in utilities

Bart: is there an ALG consensus on the salary increase of 2.4%?

Xuan: We do not know, we are now in union negotiations and the union in previous negotiations wanted a COLA above the step/lane adjustment. [Note: in teachers' contracts, a built-in increase each year is based on years of service (step) and education background (lane) Step/lane causes salary to increase by 2.5%. Last year COLA increase is 1.4%]

MA: we have looked at several line items and have a range of 2-4% we need to roll it into one number---it's a composite 2.4% for all employees across all entities.

Xuan: it is better to have the number come from the FC than the SC.

Bart: 2.4% is on the table---any objections?

Doug: what does the COLA refer to?

Xuan: Cost of living adjustment salary increase in addition to built-in step/lane increase of about 2.5%

Bart is 2.4% OK? \*\*\*\*\*\*OK

Bart: we have health at 8% and fringe at 3%

Don: where is OPEB? It is in health & not fringe.

Bart: capital—5%

Don: do you have a definition of Capital?

MA: It's the articles at Town Meeting

Don: the SPED number is too high—there has been a restoration of the circuit breaker &

for the past 3-4 years we have been able to keep more kids in-district

Pam: isn't it true that just one out-of-placement child can throw the whole budget off?

Don: that's true but we have been doing a better job in "anticipation" and not had a

"killer" placement

Bart: is 6% OK?

Don: prefer 5% & it could come down to 4%

Bart: is 4% acceptable? ---yes\*\*\*

Bart: utilities, gas & diesel

MA: Town has 6.5% for diesel—that is the driver, we cannot zero out just because of the

diesel

Bart: apparently for town 3% is OK all others 2%

Bart: 3% for fringes---does that work?

Xuan: if all three have the same increase for health, with OPEB greater---it may have an

indirect impact on the AB budget in the future.

MA: shall we break out OPEB for FY 15 &16?

Don: last year we worked to roll up OPEB for simplicity---perhaps that was not such a good idea

MA: perhaps Don & Steve B. could think of the best way to present OPEB and where to put it in FY15 & 16.

Don: where do you think we should put the numbers?

MA: there will be a table for OPEB in the FC message at Town Meeting

Doug: there is educational value in discussing OPEB at Town meeting. At one point the liability was over \$100M---the numbers are not fixed---now it's around \$60M. It's a moving target and the state will have some input so we can expect some structural change in the next two-three years.

Bart: is everyone now satisfied with OPEB? Yes.

There was discussion of the need & reliability of a five-year plan. The FC would like to have one but as time is running out—covering FY15 & 16 is about all that can be managed.

Bart: I'm hearing a three-year plan is what we will have for this year.

Discussion on the shifts in the regional assessment vs. AB budget—it was agreed that the realistic number would be 4-4.5%

Pam: can't you make up the difference through the use of E&D?

Don: for the last two FY's we revisited table 6 and had to put in final state aid and lower reserve use due to ALG goals---we did not lower assessment—we have to do the AB budget in Feb. and make adjustments in the fall.

MA: right now there is \$770k E&D when the SC went through the budget exercise the use of E&D was \$970k

Bart: does that mean the assumptions of the range of 3.15%-3.0% change to 4.5%? (OK)

Bart: shall we use the LRP of the FC or the ALG plan?

MA: the tax impact has not been updated---Brian will do this

Steve B: We can do the year-to-year percentage changes for the municipal allocations that will work.

## 6. Public

Mr. Kadlec said he thought the format was helpful but suggested that a lot of the backup info could be put on the web.

Mary Ann: then brought up the problem of the other boards seeing this new plan & giving their assent. There was a discussion of all the different dates that the three groups were to meet & whether it was useful to have March 11<sup>th</sup> as the next posted meeting---if all could agree to the plan was there a need for another meeting.

Doug noted that the FC had not yet ratified the plan while Pam said she could not assume that the selectmen would.

Bart: if there is push back then we need to meet

So there is a "perhaps" meeting on March 11<sup>th</sup> at 7:30 AM After that the next meeting is March 28<sup>th</sup>

Meeting adjourned @ 6:10 Ann Chang

#### ALG Minutes March 28, 2013

Present: Bart Wendell, facilitator; Pam Harting-Barrat, Janet Adachi, BoS; Xuan Kung, SC; Mary Ann Ashton, Doug Tindal, FC; Steve Mills, Steve Ledoux, Steve Barrett and Don Aicardi, staff. Absent: Kim McOsker.

Audience: Brian McMullen, assessor; Pat Clifford, FC; Katie Green, Dick Calandrella, Bob Ingram and Allen Nitschelm.

- 1. Minutes accepted
- 2. Discussion of Town Meeting Warrant Articles

Extra info: sheet comparing the ALG plan with the amendment proposed by the Acton Forum through FY 16 prepared by Steve Barrett.

SB: the one-page hand-out is an analysis of the \$1.6M change in how to fund the Town Budget. He gave a short "lesson" on municipal budgeting & the role of the DOR. His concern was the depletion of reserves in the out years and having a no tax this year would result in a greater tax spike next. With a \$4.70 change in FY 14 but a \$447.02 change in FY 15. Whereas the ALG plan, has a steady increase of \$219.02 in FY 14 and \$231.85 in FY 15. Steve also noted that there is a dramatic difference between the deficits needed to be filled for the ensuing years.

Mary Ann thanked Steve for his analyses and noted that there was an agreement in November to go out to the levy limit of 2.5% and that the assumptions of the FC's long range plan were based on that assumption. The FC also had a plan for reserve use which did not include the additional \$1.6M for the amendment on top of the \$1.7M that was agreed to in the ALG plan. She noted it was not clear how the known deficits for the coming years would be met, if the reserves were used.

Steve read an email message from the rate setter at the Uni-Bank stating the aggressive use of reserves was not a good sign for the rating agencies.

Pam noted that the warrant had been published and a change at this late date was not a good move. Janet agreed that the ALG plan should go forward as written and that the BoS could make a decision on the amendment at their meeting prior to the start of Town Meeting. She also voiced concerns about the long term ramifications.

Pam noted that it had taken a long time for the ALG to come to a consensus and the proponents of the amendment could/should have brought their concerns forward earlier. She also noted that the Governor's budget was still not passed by the Legislature.

Xuan said the SC had agreed to the ALG plan and as an ALG member would recommend it to the SC. It is a better plan because of the control over reserves.

Doug suggested that the proponents did not talk to the FC. The FC was taking a "broader view" suggesting that there was still unrest in the national economy which in turn will impact the state. The unemployment rates, although better in MA, than those in the country but they are still not good...He said the town was "not out of the woods" and that the FC saw the necessity for keeping the reserves intact.

Bart: so it is my understanding that the ALG members of the three entities will take the ALG plan back to their boards and suggest that they go forward with the plan printed in the warrant. This will be a stand for no change. (There was a thoughtful pause and some nodded agreement)

#### 3. Public Comment

Allen asked Mr. Barrett to explain his "certainty" section of his analyses.

SB: the certainty section referred to the tax rate percentage change to 0---by implementing the loss of \$1.6M from reserves

Allen suggested that there would still be a 3.9% increase

SB: we gave some limited tax relief in FY 12—around \$-500k and the next year there was a spike Allen: what we are proposing will happen in the second year and we have not said it will be repeated.

Pam: where have you been? Why have you come forward at this late date---when the warrant is printed? We are hoping to have discussions on high tax rates---but we also have people who want the services provided by the taxes they pay.

Bart: any other comments?
We have finished this season and there is not a schedule for the next meeting Adjourned 8:05
Ann Chang

9.4.1. First Read 4/10/13

## FILE: GBEE

## District Employee ACCEPTABLE USE OF TECHNOLOGY Draft 4/8/13

The Acton Public Schools and Acton-Boxborough Regional School District (the "District") recognize the importance of technology and its use as a means to educate and communicate. The District provides and maintains hardware and software to support both the delivery of education and the administration of the schools' operations. This hardware and software, including, but not limited to, desktops', laptops, netbooks, tablets, access to internal networks, servers and the Internet, are essential to the success of the District.

## Acceptable Use

The technology provided by the District is to be used to support the delivery of education and the administration of the school's operations. Incidental personal use is permitted as long as it does not interfere with the District's educational mission.

## Standards of Conduct

The District is committed to having employees who act in legal, ethical, responsible and considerate ways, including when using technology. When using the District-provided technology, this means that it is inappropriate to engage in communication that uses obscene, profane or vulgar language; is harassing, threatening, bullying, libelous or defamatory; or that discusses or encourages any illegal activity, the inappropriate use of alcohol, the use of illegal drugs, sexual behavior, sexual harassment or bullying. District employees are reminded that if, in their professional capacities, they obtain information through technology that gives them reasonable cause to believe that a child is suffering physical or emotional injury resulting from abuse or neglect, they must follow the District procedures for filing 51A reports with the Massachusetts Department of Children and Families.

#### Social Media

The District recognizes that some District employees may maintain personal "blogs" or on-line profiles (for example, Twitter, Facebook, LinkedIn). While this use of technology is personal in nature, District employees must remember that such information may be accessed by students, parents and co-workers. Thus, an employee's conduct as a private citizen may affect his/her job. An employee's conduct away from work that negatively impacts his/her ability to serve as an appropriate role model for students or to otherwise serve as an employee and representative of the District may be grounds for discipline, up to and including termination. District employees have the responsibility for maintaining appropriate employee-student relationships and boundaries at all times.

**Expectation of Privacy** 

District employees should not have an expectation of privacy with respect to any use of District-provided technology including, but not limited to, information stored on the District's computer hardware or systems, even information that is protected by a password. This includes information and files stored on network based file servers as well as information stored on individual hard drives. This encompasses all applications and programs including, but not limited to, word processing and e-mail. The school reserves the right to inspect and disclose the contents of any information stored on its systems, networks or equipment, including e-mail messages, when it has a legitimate need as determined by the Superintendent or designee.

## **Monitored Use**

Any use of District-provided technology, including e-mail transmissions and other forms of electronic communication, shall not be considered confidential and may be reviewed at any time by designated staff to ensure appropriate use.

## Confidentiality

District employees may not disclose information that is confidential or proprietary to the District, its students or employees or that is protected by data privacy laws. District employees also may not disclose information in violation of the state and federal laws that protect the confidentiality of student record information.

## **Public Records Law Requirements**

District employees should use only District accounts to carry out school (work) related business.

Massachusetts General Law requires public employees (this includes employees of school districts) who create, send, receive or maintain documents, communications and the like, in their capacity as public employees, to retain and disclose such records in compliance with strict provisions of public records laws. When the District's accounts are used to create or transmit data, this data is subject to the District's archival system. When a District employee uses personal accounts to communicate school business, the District's ability to comply with the requirements of the Public Records Laws may be compromised. Employees will be required to produce documents as required under Public Records Law

Disclaimer of Liability

The District shall not be liable for users' inappropriate use of electronic resources or violations of copyright restrictions, users' mistakes or negligence, or costs incurred by users. The District shall not be responsible for ensuring the accuracy or usability of any information found on the Internet.

The Superintendent or designee shall develop and implement regulations, procedures and user agreements consistent with the purposes of this policy and consistent with the mission of the school. These will be developed for both staff and students.

Employees who violate this policy or who fail to comply with this policy may have the privilege of using District-provided technology denied, revoked or suspended and/or may face disciplinary consequences, up to and including termination.

## Questions

For questions with respect to this policy or its application, please contact the Superintendent or his/her designee.

## CROSS REFERENCE:

MGL Chapter 119 Section 51A (Mandated Reporters)

MGL Chapter 66 Section 10 (Public Records Law)

Bullying Prevention and Intervention Plan, File JICFB

Memorandum of Understanding Between the Acton Public and Acton-Boxborough Regional Schools and Acton and Boxborough Police Departments, File KLGA-E-1

Prohibition of Harassment Policy, File: ACAB (combined ACAB, JBA, GBA on 3/7/13)

Current Policy

FILE: GBEE

## **Employee Technology Acceptable Use Policy**

The Acton Public Schools and Acton-Boxborough Regional School District (the "school") provides and maintains sophisticated computer systems to support both the delivery of education and for the administration of the school's operation. These computer systems (which encompass not only desktop workstations and laptops but also internal networks, servers, and access to outside networks including the Internet) are essential to the success of the school and must be kept in working order.

Acceptable Use

The school is committed to behavior with the Internet and other technologies which is legal, ethical, responsible, and considerate of others. The school makes every attempt to protect students and staff by whatever means are available and appropriate. However, the school is not liable for the actions of its users. The users assume full liability, financial or otherwise, for their actions.

The Superintendent or designee shall develop and implement regulations, procedures, and user agreements, consistent with the purposes and mission of the school as well as with law and policy governing copyright. These will be developed for both staff and students.

**Expectation of Privacy** 

Employees of the school should not have an expectation of privacy with respect to information stored on the school's computer systems, even information that is protected by a password. This includes information and files stored on network-based file servers as well as information stored on individual hard drives. This encompasses all applications and programs including, but not limited to, word processing and electronic mail. The school reserves the right to inspect and disclose the contents of any information stored on its systems, networks, or equipment, including email messages when it has a legitimate need as determined by the Superintendent or designee.

Questions

For questions with respect to this policy or its application, please contact the Superintendent or his/her designee.

Approved: March 29, 2007 by the Acton & Acton-Boxborough Regional School Committees

9.4.2

File: EEAEB

## SECURITY CAMERA SYSTEMS

Draft 4/26/13

First Read 5/2/13

#### I. PURPOSE

The Acton Public Schools and Acton Boxborough Regional School District uses video cameras throughout the Districts for the purpose of enhancing school safety and security. The objective is to promote and foster a safe and secure teaching and learning environment for students and staff, to improve public safety for community members who visit or use our school property, and diminish the potential for personal and district loss or destruction of property. Security camera recordings will be viewable in each building by authorized designees only.

## II. GENERAL STATEMENT OF POLICY

## A. Signage and Notification:

Appropriate signage will be posted at relevant entrances to school buildings and on school buses that notify students, staff and the general public of the District's use of security cameras. Students will receive additional notification at the beginning of the school year regarding the use of security cameras in the schools, on school buses and on school grounds. Such notification will include, but not be limited to, student handbooks.

## B. Camera Placement:

- 1. The security camera system may be installed in public areas only. These areas include school buses, grounds, athletic areas, exterior entrances or exits to school buildings and large gathering spaces such as classroom corridors, cafeteria, lobby and main entries.
- 2. Restrooms, changing rooms, nurse's offices and locker rooms are excluded from security camera use.
- 3. Security camera usage is prohibited in any space where there is a reasonable expectation for privacy. However, this policy does not preclude the Districts from placing cameras in such areas when there is a reasonable suspicion of activity that violates the law or is a violation of school policy and such a request is made by the building administration.
- 4. This policy does not prohibit the use of cameras for legitimate educational purposes, including but not limited to student performances.

## C. Use of Video Recordings

1. The Superintendent or his/her expressly authorized designee shall oversee video surveillance. The Superintendent shall develop procedures for accessing video

surveillance information. However, recorded information will be available for use as necessary by appropriate school officials, and/or law enforcement personnel.

2. Security Camera System will be in operation and may be monitored by school personnel throughout the calendar year.

## D. Data Storage:

1. All video recordings are stored in a secure place to avoid tampering and ensure confidentiality in accordance with applicable laws and regulations. Recordings will be saved for no fewer than 30 days and appropriately destroyed/deleted.

Video that is used as evidence in a student discipline matter will be considered part of that student's record and will be retained in accordance with student record laws and regulations.

- 2. Information obtained through video surveillance may only be used for training, visitor management, disciplinary investigations, security or law enforcement purposes. No sound is to be monitored or recorded in connection with the video surveillance system.
- 3. Any video recordings used for security purposes on school buses, in school buildings or grounds are the sole property of the Acton Public Schools and Acton Boxborough RSD. Release of such videos will be made only as permissible pursuant to applicable law and with the permission of the Superintendent or his/her designee.

Legal References:

Family Educational Rights and Privacy Act
State Laws and Regulations regarding Student Records



## Goal #1: Refine learning goals and continue identification of common assessments to gauge student learning

Relevance to LRSP: Goal #2

**Statement of Purpose:** The Districts are committed to preparing students by providing them with the knowledge, and intellectual and reflective skills they will need to thrive in an increasingly complex world.

## **Strategies:**

- 1. APS K-6 ELA and Literacy Task Force to examine and modify criteria of learning goals for vertical alignment
- 2. Reflect on learning goals and criteria in ELA, social studies and science as the new MA Frameworks are implemented; make changes where needed
- 3. Reflect on learning goals and criteria in mathematics as new MA mathematics Frameworks are implemented; make changes where needed
- 4. Use feedback from Principals, Directors and Department Leaders to determine next steps towards supporting educators' use of learning goals and common assessments
- 5. Identify Literacy assessments used at APS according to learning goals

#### **Measurable Outcomes:**

- 1. Learning goals for all regional disciplines (except for electives) completed
- 2. Learning goals for elementary ELA and Literacy and mathematics completed
- 3. All learning goals posted on District website
- 4. APS student growth in reading documented through Benchmark Assessments

## **Timeline (Dates tasks will be completed):**

By June 2013

#### **Lead Parties:**

Superintendent, Director of Curriculum and Assessment

## **Progress Report (February)**

Through district-wide grade level meetings and department meetings, and working with an ELA consultant at APS, the learning goals have been refined in ELA. Further work with the APS mathematics specialist/coach has resulted in the alignment of the new Framework and our mathematics learning goals. Work has begun to ensure that the new Frameworks are embedded in the writing rubrics. APS Reading Benchmark Assessments were administered in the fall and in January. Feedback from Principals and Department Leaders is helping to inform summer Professional Learning and R&D work..

## **Progress Report (June)**

The learning goals for all disciplines (except electives) are on target to be completed by the end of June; 80% of all learning goals are now posted on the district website. Work with the new ELA and Literacy Framework will continue next year as educators work with refined writing rubrics and continue to adjust instruction to meet the new standards. Several workshops and R&Ds are planned to continue professional learning throughout the summer. APS Reading Benchmark Assessments will again be administered in May; communication about end-of-year assessments between 6<sup>th</sup> grade teachers and RJ Grey Counselors ensure smooth transitions for students.

## Goal #2: Pupil Services - Program Development and Fiscal Accountability

Relevance to LRSP: Goal #1, #5

**Statement of Purpose:** To continue to enhance special education programs and service delivery through program review and analysis that will inform both short and long term strategic improvement planning and achieve efficiency and transparency

## **Strategies:**

- 1. To contract with Futures Education, an external auditing agency to examine practices in Special Education and determine effectiveness and efficiency
- 2. Futures Education will examine and audit four areas of Special Education:
  - Transportation services
  - Related services (speech and language, occupational, and physical therapies)
  - Assignment and utilization of para professional personnel
  - Counseling and psychological services

## **Measurable Outcomes:**

- 1. Assure fiscal efficiency in the delivery of all Special Education services
- 2. Identify \$150,000 of efficiency in the Regional School District
- 3. Spend that \$150,000 to build out a much needed Special Education program at the High School to be included in the FY14 budget

## **Timeline (Dates tasks will be completed):**

Regional School District - Nov/Dec 2012

APS - Mar/April 2013

#### **Lead Parties:**

Superintendent, Director of Pupil Services,

## **Progress Report (February)**

Futures Education has completed its regional audit and concluded that our special education programs are efficient and effective. They also identified a future revenue source through Medicaid reimbursement totaling approximately 100,000 dollars per district. Their final report is due within a month and they will conduct a similar audit at A.P.S.

## **Progress Report (June)**

With the cooperation of building principals and Pupil Services staff, the Acton-Boxborough Regional School District contracted with Futures Education, Inc. and participated in a comprehensive programmatic analysis and review of the Pupil Services organization. This qualitative analysis comprised of a series of interviews, a review of documents to determine the degree and appropriateness of educational programming, the correlation of regular to special education per pupil costs, the administrative costs for support of special education, and the organizational structure to support the delivery of services. While a report is pending, this anlaysis resulted in exemplary comments regarding the efficiency and quality of the Pupil Services organization. At this time, the Acton Public Schools is now participating in a similar study during April, 2013 and a complete district-wide report is anticipated by the end of the school year. It should be noted that not only has Futures Education, Inc. reviewed the quality of Pupil Services programming; we have also participated in an independent Secondary and Elementary Coordinated Program Review which provided us with an extensive platform in determining our obligation to adhere to regulations as well as to the standards for quality programming. Similarly, results highlighted the diligence of staff, the quality of service delivery, and the efficiencies within the organization.

## Goal #3: Review and Refine the District's Financial Plan to Meet Federal, State and local funding sources, while supporting the districts' education needs.

Relevance to LRSP: Goal #5

**Statement of Purpose:** The community places a high value on the preservation of an excellent education for its students and highly involved citizenry. In light of the current economic picture, identifying new sources of revenue, reviewing personnel needs and costs, as well as actively engaging in community forums and discussions will be required to manage a challenging era for our school systems.

## **Strategies:**

- 1. Define budget assumptions for FY14. Prepare budget calendar.
- 2. Identify specific FY14 budget projections.
- 3. Re-evaluate school choice opportunities.
- 4. Continue an active partnership with the Acton Leadership Group (ALG) and the Boxborough Leadership Forum (BLF).
- 5. Facilitate a process that seeks input from the community, district staff and faculty, Board of Selectmen, and the Finance Committees of Acton and Boxborough.
- 6. Identify long-range needs and develop a rational capital management program.
- 7. Monitor and evaluate use of reserves, Chapter 70 and special revenue funds

## **Measurable Outcomes:**

- 1. Prioritize personnel needs and costs as well as curriculum/program needs.
- 2. Visit each school to learn how to maximize dollars in order to meet instructional goals.
- 3. Prepare balanced budgets for approval by both town meetings that promote instructional goals.
- 4. Perform quarterly reviews of budget status throughout the fiscal year.
- 5. Prepare a five year review of APS and ABRSD spending; and then a five year projection of spending —with information that can assist long-term financial planning for both Acton and Boxborough.
- 6. Review and prepare for both school committees a presentation of the status and amount of all special revenue accounts.

7. Integrate the new financial analyst into the Finance staff; continue to review all staff responsibilities throughout the fiscal year.

## **Timeline (Dates tasks will be completed):**

Ongoing through the fiscal year

## **Lead Parties:**

Superintendent, Director of Finance

## **Progress Report (February)**

Preliminary vote was approved for the regional budget. A 4.1% increase in the regional budget and a 2.2% increase in the APS budget have been submitted. The budgets comply with the Acton fincom point of view document which calls for no net increase in personnel and an OPEB commitment. As this this time, we have achieved balance with the ALG spreadsheet and have an investment budget. A presentation was done at the December regional meeting on special revenue accounts. The finance director also presented a 5 year retrospective on school spending and a 5 year prospective preparing for the future.

## **Progress Report (June)**

The FY14 APS budget and AB budgets have been approved by Acton Town Meeting in early April; the AB budget is on course for review by Boxborough town meeting in early May. These budgets were prepared with input from both school committees, staff, administrators as well as both the Acton Leadership Group (ALG) and the Boxborough Leadership Forum (BLF). Two presentations were done at the December meetings on all special revenue accounts. Both a 5 year retrospective on school spending and a 5 year projective future spending trends were also presented to both school committees last November. Quarterly reports to both school committees have been provided all year long. The new financial analyst has continued to be integrated into the existing Finance staff all year long; Finance staff responsibilities continue to be reviewed.

## Goal #4A: Pilot new educator evaluation system in preparation for full implementation September 2013

Relevance to LRSP: Goal #3

**Statement of Purpose:** To prepare the districts for full implementation of Massachusetts Educator Evaluation in Fall 2013, a pilot implementation will be carried out by evaluating 40% of APS/AB teachers in academic year 2012 -13. This experience and feedback gained through this pilot will allow an effective full implementation with all teachers in September 2013.

## **Strategies:**

- 1. Continue work with Educator Evaluation task force for pilot and full implementation.
- 2. Develop and facilitate in depth trainings for evaluators and teachers for each phase of the process including Summer 2012 Leadership Conference, October late starts and November PD Day.
- 3. Gather feedback from evaluators and teachers in March and April to refine full implementation strategies and processes.
- 4. Facilitate negotiation of contract language changes for full implementation of teacher evaluation.
- 5. Explore, purchase, and implement software tool to maintain documents related to teacher evaluation

## **Measurable Outcomes:**

1. Successfully train evaluators and teachers so that educators are able to set goals and evaluators are completing a minimum of seven observations, follow up conversations and written summary for all

teachers in pilot.

- 2. Evaluators will complete summative evaluations by March 31, 2013.
- 3. Full implementation plan will be developed and refined based on feedback from evaluators and teachers.
- 4. Technology solution will be implemented by November 30 that will help support evaluators and teachers in maintaining forms and all communication related to evaluation.
- 5. Successfully negotiate new contract language for full implementation of new educator evaluation system.

## **Timeline (Dates tasks will be completed):**

By August 2013

#### **Lead Parties:**

Superintendent, Director of Personnel, Director of Curriculum and Assessment

## **Progress Report (February)**

Evaluators and teachers have been successfully trained, goals have been set and approximately 50% of the observations have been completed. Evaluators are meeting with pilot teachers and completing a mid-cycle review by February 15. The summative deadline has been extended to May 1, 2013 to allow more time for observations and evidence gathering. A technological management tool has been implemented and tailored to include our district specific forms and process. We are engaged in the process of negotiating follow on language.

## **Progress Report (June)**

The Educator Evaluation pilot has been extremely successful. Even though we are not required to implement the new system until next year, we have been working on phasing in each of the components over the last two and a half years. All educators developed goals this year, and 50% of Professional Status staff have been evaluated using the new system. We have implemented Teachpoint, an online management tool to give teachers and administrators easy access to all feedback, self-reflections, formative and summative reports. We are prepared for full implementation in September.

#### Goal #4B: Support School Committee in negotiation of employee contracts

**Relevance to LRSP:** Goal #3

**Statement of Purpose:** Negotiate contract language for September 2013 full implementation.

#### **Strategies:**

- 1. Work with School Committee negotiations subcommittee to meet Committee's goals by negotiating new contracts with AEA, OSA and AFSCME.
- 2. Facilitate School Committee interviews and selection of labor counsel that is high quality and cost effective.

#### **Measurable Outcomes:**

- 1. Labor counsel will be selected and an agreement made by September 15, 2012.
- 2. Follow on agreements that will fit into existing budgetary constraints will be completed with AEA, OSA and AFSCME prior to the expiration of current agreements.

#### **Timeline (Dates tasks will be completed):**

By August 2013

#### **Lead Parties:**

Superintendent, Director of Personnel, Director of Curriculum and Assessment

#### **Progress Report (February)**

The School Committee and administration interviewed and selected a new attorney to serve as Labor Counsel for the districts. The School Committee, working with the new attorney and the administration, has developed a proposal and they have begun to work through it with the AEA.

#### **Progress Report (June)**

Formal proposals have been developed and presented to the AEA, AFSCME and OSA. These proposals include a thorough legal contract review by our new Attorney, Mirick O'Connell. We are meeting regularly with each of the three bargaining units. Each of the contracts expire this summer.

#### Goal #5: Implement new online platform, ABschools

Relevance to LRSP: Goal #4

**Statement of Purpose:** The district recognizes that learning powered by technology can help to transform education by supporting the delivery of engaging and meaningful learning experiences to our students. Implementation of ABschools, a Google Apps for Education suite of online tools, supports this message by striving to build a community culture that embraces innovation and collaboration within our rigorous teaching and learning environment and administrative workforce.

#### **Strategies:**

- 1. Sign 3 year contract with Google to complete creation of private Google domain
- 2. Setup SysCloudSoft to provide local backup of all Google data for archival and FOIA purposes
- 3. Complete account creation of all students and teachers/staff, automate with Active Directory schema Design effective professional learning opportunities for all staff members to understand how these tools can be used for both educational and administrative purposes.

#### **Measurable Outcomes:**

- 1. 100% of staff will utilize ABschools
- 2. 100% of Acton-Boxborough students will have access to ABschools

#### **Timeline (Dates tasks will be completed):**

**By June 2013** 

#### **Lead Parties:**

Director of Technology

#### **Progress Report (February)**

Employees from both districts have successfully been migrated from First Class onto ABschools as their sole email communication platform. Professional learning opportunities included having an ABschools task force at each building for a continuous two weeks prior to deadline to meet needs of all staff members. Data from First Class is in the process of being archived and stored. Also at this time, 100% of the student accounts have been created. Reports indicate that 96% of all high school students are using ABschools and have logged in to the system consistently throughout the school year. At the junior high, 68% of 7<sup>th</sup> grade students and 71% of 8<sup>th</sup> grade students have accessed ABschools during the month of January. The department continues to work with teachers and administration at R.J. Grey to continue roll-out to all students.

#### Progress Report (June)

Students in the ABRSD continue to use ABschools with 99% of all high school students and 98% of all RJ Grey students logging into the system throughout the year. 80% of all high school students login on a daily basis. By grade, daily basis consists of 90% of seniors, 80% of juniors, 75% of sophomores and freshman. At the junior high, students are not as prone to daily use of the online tools. However, 83% of all RJ Grey students use the tools on a monthly basis, with a breakdown of 78% of 8<sup>th</sup> graders and 88% of 7<sup>th</sup> graders.

A committee of teachers and administrators from the Acton Public Schools has been formed to discuss

the implementation of ABschools for primary grade students. Currently, the discussion is centered on introducing these tools, tightly restricted, to grades 4 and above. Google Apps provides the capability of providing specific access to tools and can lock down how those tools can be used. For example, we could set 4th grade accounts to have access to email, but only allow messages from within the ABschools domain to work. The work and recommendations presented by this committee will impact future hardware budgetary decisions as the use of cost-effective Chromebooks can only be used if we move forward with allowing students to have access to ABschools.

# ACTON/BOXBOROUGH REGIONAL PUBLIC SCHOOLS FY13 BUDGET STATUS REPORT

4/26/2013	FY13 Budget Original	FY13 Budget Adjustments	FY13 Budget Current	FV13 Year End Projected Expenses	% Committed	FY13 Year End Projected Balance
Salaries, Teaching 01	\$16.848.363	\$5.400	\$16.844.903	\$16.725.834	%66	690,61113
Salaries, Principals 02	8779,757	80	\$779,757	\$783,503	100.5%	(\$3,746)
Salaries, Central Administration 03	\$512,387	80	\$512,387	\$511,400	%8.66	2883
Salaries, Support Staff 04	\$3,198,994	\$11,752	\$3,210,746	\$3,190,644	99.4%	\$20,102
Salaries, Athletics 05	\$461,749	\$0	\$461,749	\$455,477	%9.86	\$6,272
Salaries, Buildings 06	\$359,280	\$50,000	\$409,280	\$442,436	108.1%	(\$33,156)
Salaries, Custodial 07	\$834,397	<u>\$0</u>	\$834,397	\$789,022	94.6%	\$45,375
Salaries, Home Instruction 08	\$16,000	\$0	\$16,000	\$16,839	105.2%	(\$839)
Salaries, Substitute 09	\$273,822	(\$12,400)	\$261,422	\$210,974	80.7%	\$50,448
Fringes, Course Reimbursement 10	\$28,000	80	\$28,000	\$28,000	100.0%	80
Fringes, Health Insurance 11	\$4,464,834	80	\$4,464,834	\$4,318,303	96.7%	\$146,531
Fringes, Other Ins 12	\$21,460	80	\$21,460	\$20,024	93.3%	\$1,436
Fringes, Unemployment 13	\$40,000	80	\$40,000	\$10,397	26.0%	\$29,603
Fringes, Workers Comp 14	\$90,000	80	\$90,000	\$131,448	146.1%	(\$41,448)
Fringes, Pensions 15	\$968,434	80	\$968,434	\$968,434	100.0%	80
Instructional Supplies 16	\$262,740	\$1,088	\$263,828	\$265,751	100.7%	(\$1,923)
Instructional Textbooks 17	\$178,718	\$5,000	\$183,718	\$189,596	103.2%	(\$5,878)
Instructional, Library 18	\$29,724	80	\$29,724	\$29,724	100.0%	20
Other, Capital Outlay 19	\$317,107	80	\$317,107	\$384,086	121.1%	(\$66,979)
Other, Prop/Casualty 22	\$35,000	80	\$35,000	\$34,598	98.9%	\$402
Other, Maintenance Buildings 23	\$335,970	80	\$335,970	\$337,977	100.6%	(\$2,007)
Other, Maintenance Outlays 24	\$197,542	(\$2,500)	\$195,042	\$196,931	101.0%	(\$1,889)
Other, Legal Service 26	\$80,000	80	\$80,000	\$98,731	123.4%	(\$18,731)
Other, Admin Supplies 27	\$571,949	(\$7,840)	\$572,969	\$620,648	108.3%	(\$47,679)
Other, Athletic Support 28	\$59,913	20	\$59,913	\$98,900	165.1%	(\$38,987)
Other, Custodial Support 29	\$72,409	80	\$72,409	\$72,409	100.0%	20
Other, Sped Transportation 30	\$865,301	20	\$865,301	\$859,032	99.3%	\$6,269
Other, Student Transportation 31	\$559,055	80	\$559,055	\$571,508	102.2%	(\$12,453)
Other, Travel 32	\$25,863	(\$200)	\$25,363	\$25,143	99.1%	\$220
Other, Sped Tuition 33	\$3,123,826	\$0	\$3,123,826	\$2,847,429	91.2%	\$276,397
Other, Utilities 34	\$1,242,738	(\$50,000)	\$1,192,738	\$1,094,144	91.7%	\$98,594
Other, Sewer 35	\$218,300	80	\$218,300	\$220,485	101.0%	(\$2,185)
Other, Debt Service 21	\$2,041,172	\$0	\$2,041,172	\$1,908,127	93.5%	\$133,045
GRAND TOTAL	\$39,114,804	80	\$39,114,804	\$38,457,957	98.3%	\$656,847

Acton-Boxborough Regional School District FY'13 Third Quarter Report May 2, 2013

Superintendent's Introduction Dr. Stephen Mills

1

#### Introduction

We are thankful for the support of the ABRSC for the FY'14 Budget

2

Acton-Boxborough Regional
School District
FY'13 Third Quarter Report
May 2, 2013

Don Aicardi, Finance Director

# ABRSD FY'13 3rd Quarter Report FY'13 Update

#### ABRSD FY'13 3rd Quarter Report

#### Highlight #1:

Teacher salary accounts are projected to end FY'13 with a balance of \$119k.

■\$100,000 in 'anticipated vacancy factor' savings were applied to this account <u>before the school year began</u>.

NOTE: Based on historical trends, the vacancy factor for teachers accounts was increased from \$100k to \$200k in the FY'14 budget.

#### ABRSD FY'13 3rd Quarter Report

#### Highlight #2:

The ABRSD health insurance budget is projected to end FY'13 with a balance of \$146k.

The FY'13 Health Insurance budget was completed just as all the changes from the municipal health insurance reform were being finalized.

Lower than anticipated expenses from migration, timing of new hires, employees moving off health insurance

#### ABRSD FY'13 3rd Quarter Report

#### Highlight #3:

Substitute salary expenses continue to trend favorably; \$50k positive balance projected at this time.

NOTE: Historically this account was "under budgeted" offset by sufficient positive balances in other salary accounts. Over the last three years this has been corrected.

#### ABRSD FY'13 3rd Quarter Report

#### Highlight #4:

The FY'13 budget assumed that principal and interest expenses related to Lower Fields would begin in FY'13. Once the debt was issued in late summer, the final debt service schedule for the Lower Fields for FY'13 included only interest; the first principal payment will be made in FY'14.

NOTE: This <u>will not</u> reoccur in FY'14; this \$133k "unintentional capacity" was essentially used to pay for the Electricity lighting project at the High School authorized last spring.

#### ABRSD FY'13 3rd Quarter Report

#### Highlight #5:

SPED Tuition accounts are currently projected to be \$276k under budget by the close of FY'13.

#### ABRSD FY'13 3rd Quarter Report

#### Highlight #6:

Utility accounts are projected to have a positive fund balance of \$98k by the fiscal close.

This positive fund balance was generated even after \$50,000 was re-allocated towards the Energy Advisor position authorized in the FY'13 budget

#### FY'13 Positive Fund Balance

#### **Acton Boxborough RSD**

Current FY'13 Year End Estimate: \$656k

Year End Balance As A Percentage: 1.7% of \$39.1m budget

11

### FY'13 Positive Year End Balances: How should they be used?

#### Options:

- A. Increase E&D Fund Balance If Possible?
- B. Purchase priority items not covered in FY'14 budget?
- C. Increase contribution to OPEB trust fund?

12

#### **Review of ABRSD E & D Status**

On March 18th, the DOR certified our E & D balance. As expected, their certification has placed us UNDER the FY'13 5% statutory cap.

FY'13 ABRSD Budget: \$39,114,804 FY'13 5% Cap: \$1,955,740

FY'12 Certified E & D: \$1,892,727 **Percentage:** 4.8%

Amount (under)/over: (\$63,023)

13

# Potential FY'13 Year End Expenditures That We Are Weighing

No vote is "required" to transfer funds; but, consistent with the desire of the ABRSC to review any proposed year end spending, Dr. Mills is presenting spending recommendations for your input and affirmation.

14

# Potential FY'13 Year End Expenditures That We Are Weighing

The non-personnel needs that are being weighed were considered during the FY'14 internal budget process BUT

were not included in the FY'14 "investment budget."

15

#### FY'13 Year End Expenditures

#### We Have Already Committed To:

Item	Cost	Rationale
Safety Equipment	\$60,000	Committed to pay for Region's portion of Safety Task Force recommendations outlined at April 10, 2013 meeting
Lighting Equipment (High School)	\$122,000	AB contribution towards project; will access \$125,000 from NStar; allowed electricity account for FY'14 to be lowered by \$100,000

# FY'13 Year End Expenditures That We Are Weighing

Item	Cost	Rationale
Science Room Replacement of Tables at Junior High	\$65,000	Would allow for ten (10) science rooms at the Junior High to be reconfigured
	\$182,000	Already Committed
	\$65,000	Under Serious Consideration
TOTAL	\$247,000	FY'14 Year End Expenditures

# FY'13 Positive Year End Fund Balance

Target from December 2012? 4.0%

If a \$656,000 fund balance materialized, what would be our E&D FB percentage?

Current Estimate: 4.3%

If \$247,000 in proposed spending moved forward, what would be the E&D FB percentage?

**Current Estimate:** 3.7%

18

#### Looking Forward to June 6th Meeting

FY'13 Purchase Requisition targeted "cut-off" date: May 17, 2013. After May 17, we will work to fine tune a potential year end balance.

We will evaluate whether or not to recommend any additional year end spending projects at the June 6<sup>th</sup> meeting.

19

#### FY'14 ABRSD Budget Status

#### Continuing to monitor:

- 1) FY'14 budget consideration by Boxborough Town Meeting in eleven days
- 2) Finalization of FY'14 State Revenue.
  Used Governor's Budget (H2) for our FY'14 budget, only have House Ways and Means Committee budget detail as of this date-Final House numbers?

Chapter 70-now \$16.6 million <u>below</u> Governor's proposal Regional Transportation - now \$1.0 million over Governor's Circuit Breaker-now \$5.0 million over Governor's

3) Senate FY'14 budget –expected mid-May?

20

#### FY'13 Year End Wrap Up

Year end estimates will continue to evolve and be firmed up over the next month-appreciate your patience with the process.

#### Wrap Up

Thank you for your support of the ABRSD FY'14 budget.

We are happy to answer any questions that you may have.

To: Dr. Stephen Mills

Acton-Boxborough Regional School Committee

From: Alixe Callen

Re: Student Handbook changes for 2013-2014

Date: April 26, 2013

It is my pleasure to present the following amendments to the ABRHS Student Handbook. Our handbook committee, convened by Assistant Principal Susan Atwater-Rhodes, and comprised of students, teachers, parents and an administrator, has recommended the following changes. I support these changes wholeheartedly, particularly given the committee's representative and collaborative nature.

If you wish to view the context of these changes, please note that the 2012-2013 Student Handbook is available online at:

http://ab.mec.edu/abrhs/pdffiles/handbook.pdf.

Those sections added or significantly changed are summarized below. Please note that anything underlined represents a change. Non-underlined text is not being revised.

**Make-Up Work** (to be added to "Make-Up Work" section on page 4) When students miss a class, or an entire school day for an authorized reason (e.g. sickness, dismissal, death in the family, etc), they are allowed time to make up the work missed. Students, not the teacher, are responsible for making sure that they make up all the work missed, including tests and quizzes. All tests and quizzes should be made up after school. See teachers for the correct testing room.

The amount of time students are given to make up missed work and assessments is proportionate to how much time is missed. If students miss between 1-2 days, they have that number of days to make up the work. If students miss between 3-5 days, they have a minimum of 5 days to make up the work. If students miss more than 5 days, it will be necessary to meet with each teacher to discuss how long they will have to make up the work. Students should feel free to meet with a counselor if they are having difficulty making up the work.

<u>Out of school Suspension and Student Responsibility</u> (new section will follow "Make-Up Work" on page 3)

<u>Under the Student Handbook regulations, students suspended from school are</u>
<u>provided the same make -up rights and responsibilities as any student absent from school. However, while suspended from school, students are expected to make</u>

every effort to stay current with their course work. At a minimum, students are expected to email their teachers on the day of the suspension. Students are not required to explain why they will be out of school, but should notify the teacher of the dates they will be absent. Students may request at that time academic assignments that will assist them in staying current in their coursework.

In addition to emailing teachers through their ABSchools account, it is strongly recommended that students suspended from school take the following actions:

- Take all text books and academic materials with them when they leave the building
- Communicate with their school counselor and/or special educator
- Access all on-line teaching material available through their classes
- When appropriate, contact their classmates regarding academic information covered in class
- Continue to work on the long range projects that have been assigned, and assume that deadlines for any group projects will not be adjusted.

Students suspended from school are allowed to make up any work they have missed. However, the student, not the teacher, is responsible for making sure that all work is made up in a timely fashion. All tests and quizzes should be made up after school.

<u>Please note that it is not the responsibility of teachers to provide individual tutoring to review missed work for students returning from suspension.</u>

Screenings (to be added to page 4 under Nurse and Medication Procedures)
The following State mandated health screenings will occur during the school year:
Postural screenings for students in grade 9 will be conducted during 4th term
swimming. Hearing, vision, height and weight screenings for students in grade 10
will be conducted during PE classes. According to the State's BMI screening
regulation, schools must now calculate student's Body Mass Index. The Health Office
will use the heights and weights from the annual screenings to do this calculation.
Student's BMI results are available from the health office upon request. A parent
may choose to opt out of any of the mandated screenings by providing a written
request to the health office.

4. Non-prescription medicines may not be brought or used by any student on school premises. Occasionally, a student may require acetaminophen and/or ibuprophen. These over the counter medications will be dispensed by the nurse to students only when a parent has completed the on-line emergency information giving permission (see PowerSchool Access.)

**Athletics** (to be added to "Athletic" section on page 8)

1. Physical examinations

All students must pass a physical examination prior to participation in High School Athletics. A physical exam covers the student for 13 months from the exam date. A student's eligibility will terminate once a physical has reached the 13 month limit.

6. Loyalty to the High School Team: Bona Fide Team Members: A bona fide member of the school team is a student who is consistently present for, and actively participates in, all high school team sessions (e.g. practices, tryouts, competitions). Bona fide members of a school team are precluded from missing a high school practice or competition in order to participate in a non-school athletic activity/event in any sport recognized by the MIAA. First Offense: Student athlete is suspended for 25% of the season (see chart on Rule 62). Second Offense: Student athlete is suspended for an additional 25% of the season, and is ineligible for tournament play immediately upon confirmation of the violation. See Rule 96 for additional tournament restriction and Rule 86 for waiver guidelines

**Report Cards** (to be added to Report Card section on page 17)

Report cards are issued four times a year. You are given a grade in every subject, along with comments by the teacher. The card does not have to be returned to the school. If there is a mistake on your report card, you should speak with the appropriate teacher and the teacher must submit the appropriate grade change form in order to have the student's permanent record corrected. Report cards for terms 1-3 are given out in advisory, the 4<sup>th</sup> term report cards are mailed directly to homes.

Tardiness (to be added to "Attendance" section on page 26)
School starts at 7:23 A.M. If students come to school at any time after that, they must sign in at the Main Office and receive a pass to enter their next class.
When students sign in at the front office, students who are late without a parent/guardian note will be marked "U" (unexcused absence) at the attendance office. A "t" (excused absence) will be recorded if the lateness is excused.

It is the teacher's responsibility to keep track of the number of "U's" and deduct points as appropriate. Three unexcused tardies per term in a class equal a three point deduction to the term grade for that class. Teachers may also refer students who are chronically tardy to the appropriate associate principal or dean.

Student Handbook Committee Members: Annalise McDonald (2014) Teresa Little (2014) Samarth Gupta (2014) Janet Maxwell Diane Cileno Diego Mansilla Jen Gavett Susan Atwater-Rhodes

# ACTON-BOXBOROUGH REGIONAL HIGH SCHOOL 36 Charter Rd. Acton, MA 01720

To:

Stephen Mills

From:

Alixe Callen

Date:

April 23, 2013

Subject:

Donation from Intel

Intel has made a charitable gift to ABRSH in the amount of \$1,000.00 that will be deposited in Fund 3308 (SH Gifts: Other).

#### 10,4

#### ACTON-BOXBOROUGH REGIONAL HIGH SCHOOL 36 Charter Rd. Acton, MA 01720

To:

Stephen Mills

From:

Alixe Callen

Date:

April 9, 2013

Subject:

Donation from ABRHS Track and Cross Country Teams

The ABRHS Track and Cross Country Teams have made a charitable gift to ABRHS by donating the trophy case to the school which is valued at approximately \$3,500.00.

# Acton Public Schools Acton-Boxborough Regional School District Acton, MA OVERNIGHT, INTERNATIONAL and/or OUT-OF-STATE FIELD TRIP PERMISSION FORM

Submit for Superintendent and School Committee approval Please file at least four (4) weeks in advance for 1-3 day trips Please file at least three (3) months in advance trips longer than 3 days and/or trips with per student cost greater than \$500.00

• Name of Teacher(s):\_Patricia Garrison

• School: \_Acton-Boxborough Regional High School

• # of Students going: 16

# of Chaperones (gender): 2 women and 2 men

Names of Chaperones: Patricia Garrison; Jess Janus; Gil Watt; Steve Guba

• Date(s) of Trip: \_12/26/13-12/31/13\_\_\_School Time Involved: none; it is vacation week.

#### Purpose of Trip/Destination:

This is an annual ski training camp to Mt. Ste. Anne in Quebec. It is a great opportunity for the Nordic skiers to train every day with the best Nordic skiers in the Northeast and eastern Canada. It is also an opportunity for them to visit the Old City of Quebec, eat at an authentic French restaurant, and to visit a city museum in the Old Quarter. This bonds the team in a way that no other training does.

- Have you taken this trip before? Yes, with the AB Nordic Ski Team last winter.
- Any special arrangements required (such as extra insurance, ADA accommodations)? No
- Cost per Student: (Please describe how the cost is determined. Approximately \$350. Cost is based on rental of separate condos, food, and ski costs.
- Who will pay for the trip? The students/parents pay for the trip.
- Has any fundraising been done? If so, what?

We have fundraising activities throughout the year. There is money available for skiers who cannot afford to go.

• Are any parents driving? yes

If so, have appropriate insurance forms been filled out? They will have been completed at least one month prior to the trip.

- Have you followed the procedure outlined in Policy IJOA? yes
- Other comments: This trip was a success last year. It forged strong team relationships and gave the skiers an opportunity to learn a little French language in an immersion environment. An updated schedule and all transportation releases will be completed at least one week prior to the trip.

Approved Not Approved		·
Principal Principal	4/9/13 Date	
AmprovedNMApproved Superintendent	 Here and the second se	
Approved Not Approved		
School Committee	Date	

11.1.2

# ACTON-BOXBOROUGH REGIONAL HIGH SCHOOL 36 Charter Rd. Acton, MA 01720

To:

Stephen Mills

From:

Alixe Callen

Date:

April 9, 2013

Subject:

Donation from Robert Creeley Foundation, Inc.

The Robert Creeley Foundation has made a charitable gift in the amount of \$200.00 to the ABRHS Library/Media Center which will be deposited in Fund 3412 (Library Revolving SHS).

This donation will used to purchase appropriate books in honor of the 2012 and 2013 Helen Creeley Student Poetry Prize winners.

# ACTON-BOXBOROUGH REGIONAL HIGH SCHOOL 36 Charter Rd. Acton, MA 01720

To:

Stephen Mills

From:

Alixe Callen

CC:

Melissa Dempsey

Date:

April 2, 2013

Please accept the following donations which will support our Senior Community Service Day sponsored by the SHS Community Service Program.

\$300.00

from Donald & Kathleen Meschisen

\$250.00

from Bettinson Insurance Agency, Inc.

The funds (total of \$550.00) will be deposited into Fund 3328, SHS Community Service Gifts.

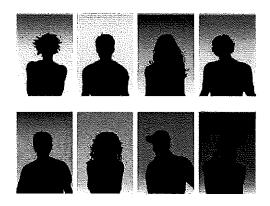
Thank you.

# Acton and Acton-Boxborough Schools present

# Youth Risk Behavior Survey 2012 Results

Panel Presentation, Analysis, and Discussion

The Department of Education requires towns to engage in local Needs Assessments to assist in identifying targets for health education curriculum and discussion. In collaboration with Emerson Hospital, the Acton and Acton-Boxborough Schools and 9 surrounding school districts administered the survey in March 2012 to 10,580 students in grades 6, 8, and 9 through 12. The YRBS collected information regarding students' alcohol and drug use, sexual activity, emotional and personal safety, stress levels and other at-risk behaviors.



Wednesday May 22, 2013 7:00 PM R.J. Grey Junior High School Library

There will be a presentation of the results by Jim Byrne a statistician at
Northeast Health Resources and panelists will include:
Liza Huber, Director of Pupil Services; Dr. Jessica Rubinstein, Pediatrician; Todd
Chicko, ABRSD Counseling Chairperson; MaryClare Stevens, R. J. Grey School
Psychologist; Keith Campbell, School Resource Officer.

# ACTON-BOXBOROUGH REGIONAL SCHOOLS 2012-2013 ACADEMIC YEAR MONTHLY ENROLLMENT

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D. Aicardi A. Bisewicz K. Nelson E. Weiner R. Cvitkovich S. Mills M. Altieri D. Bookis L. Huber

All Principals (2)

C. Bates

Distribution:

Students other than Choice counted under column C:

Staff Students -Tuition In Students -Sped Tuition in Students

Acton Public Schools 2012 - 2013 Actual

April 1, 2013

CAD, DAD, DBD. GAD, TAD, and MAD - ALL DAY PROGRAMS

# Staff Children Case [ ]

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Quarterly Report FY 13 Q3 March 31, 2013

Submitted by Colleen Dolan, Executive Director

#### I. EDCO SY 2012-2013

#### **CENTRAL OFFICE**

Colleen Dolan – Executive Director
Judith Vaillancourt – Associate Executive Director
Dean Poirier – Chief Financial Officer
Thomas Markham- Director of Contracts and Human Resources
Eric Halloran – Director of Instructional Technology
Eileen McSwiney - Director of the Seefurth Educational Center

#### STAFF UPDATES

Due to budget constraints, two central office positions have been eliminated, the administrative assistant to the executive director and associate executive director, and the accounting manager.

#### **MEMBERS**

The Board of Directors took the opportunity at the April Board meeting to thank Sarah Swiger, a Winchester School Committee member who has served on the EDCO Board of Directors since 2002. Sarah, who did not run for reelection, was recognized for her dedication and support of EDCO Collaborative at the April Board of Directors' meeting.

<b>DISTRICT</b> Acton	BOARD OF DIRECTORS Stephen Mills	ADVISORY COUNCIL MEMBER
Acton-Boxborough	Brigid Bieber	Stephen Mills
Arlington	Kathleen Bodie	William Hayner
Bedford	Jon Sills	Abbie Siebert
Belmont	Laurie Graham	Thomas Kingston
Boxborough	Curtis Bates	Brigid Bieber
Brookline	William Lupini	Helen Charlupski
Carlisle	Joyce Mehaffey	
Concord	Diana Rigby	Pamela Gannon
Concord-Carlisle	Diana Rigby	Pamela Gannon
Lexington	Paul Ash	Jessie Steigerwald
Lincoln	Rebecca McFall	Timothy Christenfeld
Lincoln-Sudbury	Scott Carpenter	Patricia Mostue
Newton	Diana Gomberg	David Fleishman
Sudbury	Anne Wilson	Lucie St. George
Waltham	Susan Nicholson	Margaret Donnelly
Watertown	Jean Fitzgerald	David Leon
Wellesley	David Lussier	Diane Campbell
Weston	Cheryl Maloney	Rosemary Tomaso
Winchester	William McAlduff	TBD

#### **II. SPECIAL EDUCATION PROGRAMS**

EDCO Collaborative manages four special education programs: EDCO Deaf and Hard of Hearing
Program, EDCO Manville, EDCO North Crossing, and EDCO Interim Assessment Program.
The EDCO Manville Program was recently featured on the evening news in a report on the Asperger's
diagnosis being removed from the DSM –V.
Program enrollment update:

Program	Budgeted enrollment	Enrollment 3.28.13
EDCO Manville Program	12	10
EDCO North Crossing Program	13	12
EDCO Interim Assessment Program	5	2
EDCO Deaf & Hard of Hearing Program	31	32

#### **III. CONTRACT PROGRAMS**

	Youth Alternative – Boston - Mr. Ajay Trivedi, Program Director - an alternative high school program
	located in a community-based site in Kenmore Square, Boston. One of our Youth Alternative
	studentswas recently asked to testify about the importance in in-school counseling support at a Bostor
	City Council meeting. The YA Program has submitted grant applications for Workforce Investment Act
	and Alternative Education Initiative funds.
	Special Education Surrogate Parent Program (SESPP)- Ms. Megan Ronzio, Program Director - focused to
	ensure that parental participation rights are extended to students with disabilities in the care or
	custody of the Department of Children and Families (DCF) and to students whose parents are unknown
	or are unable to participate in the special education decision making process. Megan and her staff
	have worked collaboratively with the Federation for Children who share the grant. The SESP Program
	recently received the gift of donated time from professionals who updated the program's website.
	Migrant Education Program – Ms. Emily Hoffman, State Director – a federally funded program through
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	the Department of Elementary and Secondary Education providing supplemental educational
	opportunities to the children of migratory agricultural workers, migratory fisherman and out of school
	youth. Colleen Dolan recently met with John Bynoe and Christine Cowen from the Department of
	Elementary and Secondary Education to discuss the Migrant Program and our respective goals for
_	moving forward.
	Wrentham Habilitative Center – Mr. Anthony Ferris, Program Director – a program funded through a
	contract with the Massachusetts Department of Development Services, providing comprehensive
	therapeutic services in occupational and physical therapy, adapted physical education, and orientation
	and mobility to residents at the Wrentham Developmental Center. Colleen Dolan, Judith Vaillancourt,
	and Tom Markham recently visited Wrentham to discuss funding and processes with Wrentham
	administration from the Department of Developmental Services.
	BPS - Title I and Title IIA - through EDCO, publicly funded supplemental services are made available to
	eligible children in grades K-12 attending private schools in Boston. Professional development
	programs are provided to educators and education leaders in thirty-two private schools in Boston.
	Through direct service and educator support, EDCO is supporting the education of 8,650 students.

#### IV. SEEFURTH EDUCATION CENTER

In addition to offering professional learning workshops, Seefurth also convenes inter-district groups that offer opportunities for representatives of member districts to share information, participate in focused discussions, and engage in professional learning experiences tailored to the

group's interests and needs. These groups serve also as task groups for developing and planning collaborative professional learning programs and other initiatives such as grant applications and collaborative purchasing. This year Seefurth staff members have convened and facilitated meetings for the groups listed below.

Inter-district Groups for 2012-13: Arts **Network Managers Data Specialists** Program Advisory **Early Childhood Directors** School Psychologists Science (K-8) **English Language Learners** Health and Wellness Social Studies (K-8) Library Media **Technology Integration Specialists** Mathematics K-8 Technology Leadership ☐ Enrollment in Seefurth classes has decreased thus far in SY 12-13 compared to SY 11-12. We attribute the decrease to the number of mandates districts are dealing with in their own districts and the lack of funding and time to put into other professional learning. V. PARTNERSHIPS **EMPOWERING MULTICULTURAL INITIATIVES (EMI)**  Specializes in anti-racist education by establishing the values of racial harmony in schools in order to benefit students, teachers, administration, and the larger community ☐ Doug Weinstock, Eleanor Stern, Co-directors ☐ Improves the academic achievement of students of color while nurturing all students ☐ Promotes systemic anti-racist practices and culturally relevant teaching through staff training GBSOCAN GREATER BOSTON STUDENTS OF COLOR ACHIEVEMENT NETWORK A consortium of districts with a common goal of addressing the achievement of students of color ☐ Provides meaningful change in classroom practice and leadership strategies: Equity Leadership ■ Effective content and pedagogy ■ Cultural proficiency ☐ Student Leadership Conference ■ 11/17 at Wheelock College, Brookline Campus Faculty Advisors have met and reported on follow-up activities in their districts ☐ Workshop: Using the Supervision and Evaluation System to Support Culturally Proficient Classrooms Five districts participated in this two part workshop facilitated by Teachers 21 **NEW SCHOOL COMMITTEE ORIENTATION** ☐ A new cohort will begin in September, dates to be announced ☐ Please contact Colleen Dolan, <a href="mailto:cdolan@edcollab.org">cdolan@edcollab.org</a>, to register ☐ Meets DESE requirement for School Committee training

☐ TOPICS:

Board roles and responsibilities

4

- Legal aspects of School Committee
- Special education issues

both of EDCO Collaborative.

■ Working with the Superintendent

#### VI. OTHER EDCO INITIATIVES

RO	UNE	OTABLES / FACILITATORS
		Superintendents – Jim Marini HS Principals – Rob Evans, HR Solutions MS Principals – Mark Kline, HR Solutions School Committee – Jenny Fallon, Rob Evans Special Education Directors – Colleen Dolan, Judith Vaillancourt Team Chairpersons – Colleen Dolan, Sally Smith School Psychologists – Sally Smith Elementary Principals – Jane Tremblay
EDU	JCA	TOR LEADERSHIP INSTITUTE (ELI)
		A program geared toward preparing current and aspiring administrators for leadership in the 21 <sup>st</sup> century Partnership with Endicott College 200 graduates since 2003 61 graduates in leadership roles within EDCO districts 100 graduates in leadership roles outside of EDCO 18 month part-time program Thirty-two students are enrolled in the new cohort
GRI	EATI	ER BOSTON READINESS CENTER
		A partnership with DESE, Greater Boston Collaboratives, Framingham State University, University of Massachusetts Boston, Wheelock College, and Massachusetts Bay Community College aimed at supporting districts in the Greater Boston region Focus 2012-13: Early Learning Challenge grant - \$400K - STEM, Cultural Proficiency for Early Childhood educators
VII.	PU	BLIC POLICY COMMITTEE
		The committee is looking at proposed regulations relating to education collaboratives and implications for EDCO Collaborative EDCO's eighteenth annual legislative forum was held on Friday, February 1, 2013. Special guest Dr. David Urion, M.D., from Boston Children's Hospital discussed the numbers and needs of students with disabilities in Massachusetts.Dr. Ann Helmus, Ph.D., Director of Neuropsychology and Education Services for Children & Adolescents, discussed the need for transition planning for students with disabilities. <a href="http://www.edcollab.org/wp-content/uploads/2013/02/AnnHelmus.jpg">http://www.edcollab.org/wp-content/uploads/2013/02/AnnHelmus.jpg</a> The cost of special education and the role of education collaboratives in supporting districts were

addressed by Judith Vaillancourt, Associate Executive Director and Colleen Dolan, Executive Director,

Representative Thomas Conroy of the Thirteenth Middlesex District shared information on legislative initiatives regarding the education of students with disabilities. <a href="http://www.edcollab.org/wp-content/uploads/2013/02/RepThomasConroy.jpg">http://www.edcollab.org/wp-content/uploads/2013/02/RepThomasConroy.jpg</a>
EDCO was pleased to host state representatives, school committee members, and school administrators from the Greater Boston area for the forum.

#### VIII. BUDGET UPDATE

EDCO is in facing a budget deficit for FY 13. We have taken several steps to remedy the situation including eliminating and consolidating central office positions, seeking competitive bids on health and dental benefits, and realizing economies in expenses related to operations such as auditing and copying. These changes will impact both the FY 13 and FY 14 budgets favorably.

#### IX. ITEMS OF INTEREST

The EDCO Board of Directors has approved the draft Articles of Agreement. The Articles were
amended to comply with Chapter 43 of the Acts of 2012. They are now being reviewed by DESE.
Draft #1 of EDCO Collaborative's budget for FY 14 has been reviewed with the Finance and
Administration Committee. The budget will be presented at the May 9 <sup>th</sup> Board of Directors' meeting.
Colleen Dolan has commenced meeting with superintendents to hear their thoughts on EDCO
Collaborative and district needs that EDCO may be able to address.
The Commission appointed to study the role of education collaboratives will present
recommendations on their seven charges by the end of April.
Colleen Dolan has presented information on EDCO Collaborative at meetings of the Bedford School
Committee and Sudbury School Committee.

For more information, please contact Colleen Dolan at <a href="mailto:cdolan@edcollab.org">cdolan@edcollab.org</a> or visit EDCO's website at <a href="mailto:www.edcollab.org">www.edcollab.org</a>.



#### Thank you for contacting me

<b>Elizabeth Warren</b> <elizabeth_warren@warren.senate.gov> To: bpetr@abschools.org</elizabeth_warren@warren.senate.gov>	Fri, Apr 12, 2013 at 1:03 PM
	:

Thank you for contacting me about efforts to curb gun violence.

Like millions of people across the country, I was heartbroken by the tragedy at Sandy Hook Elementary School last December. I do not know how to explain the deaths of twenty innocent children or why six heroic teachers had to make the ultimate sacrifice for their students.

Tragically, the shooting in Newtown was not an isolated incident. Research by the Children's Defense Fund shows that, on average, nearly nine children and teenagers die every day from gun violence - thousands every year, and tens of thousands every decade. If nine children were dying of a mysterious illness every day, our country would do everything in its power to stop it.

That's why I support a comprehensive set of reforms to reduce gun violence. I strongly support reauthorizing the expired federal ban on assault weapons and high capacity magazines, and I will fight for its passage in the United States Senate. I also support closing the loopholes in federal background checks for gun shows and private sales. The President has put forward a slate of proposals to help address gun violence and gun safety, and I strongly support those efforts as well.

There is no one solution for ending gun violence, but commonsense reforms like a reauthorized assault weapons ban and the President's proposals would be a responsible way forward. I will keep your thoughts in mind as I continue to look for other steps we can take to protect our children and families from these terrible tragedies. I believe that is my responsibility as a United States Senator -- and as a mother and grandmother.

Sincerely,

Elizabeth Warren United States Senator

Elizabethlearn

#### United States Senate

United States Senate One Bowdoin Sq Tenth Floor Boston, MA 02114

April 8, 2013

School Committee
Acton-Boxborough Regional
16 Charter Road
Acton, MA 01720

Dear Committee:

Thank you for writing me with regard to your views on gun violence prevention. I appreciate hearing from you on this issue.

Recent tragedies have shone a light nationally on an issue that has affected our communities for decades. Anyone who has met a gun violence survivor or the families of gun violence victims can tell you all too well that this is a real problem — and that we need a national solution. While Americans have the freedom to legally purchase and own firearms, we must do more to keep guns out of the hands of criminals and mentally ill individuals. We also must do a better job of halting illegal gun trafficking. Law enforcement groups have said time and again that stricter control of the purchase and use of handguns will lead to an increase in public safety.

That is why I am supporting legislative measures to keep us safe from gun violence while protecting our Second Amendment rights. I am also a cosponsor of the Gun Show Background Check Act of 2013. I believe it is just common sense to require that anyone who wants to purchase a firearm be subject to a background check – regardless of where they purchase it.

I have also cosponsored the Assault Weapons Ban of 2013 and the Large Capacity Ammunition Feeding Device Act of 2013. Dangerous military style weapons have no place in civilian life and these measures would put in place reasonable measures to alleviate at least some of the threats they pose.

I will continue to promote and support commonsense policies to keep our citizens safer and reduce gun violence and keep illegal guns off our streets. Thank you again for taking the time to share your thoughts with me. Please do not hesitate to contact me on this or any other issue of concern to you.

Sincerely,

William Cowan
United States Senator

WC/mg/lh

# Office of the Superintendent Acton Public Schools Acton-Boxborough Regional Schools 978-264-4700, x 3206 <a href="http://ab.mec.edu">http://ab.mec.edu</a>

TO:

All Staff

FROM:

Steve Mills

ON:

April 30, 2013

RE:

DISMISSAL TIMES FOR LAST DAY OF SCHOOL - JUNE 24, 2013

Dismissal times for Monday, June 24, 2013:

10:45 a.m. - Raymond J. Grey Junior High School

10:55 a.m. - Acton-Boxborough Regional High School

12:15 p.m. - Douglas and Gates Schools

1:00 p.m. - Conant, McCarthy-Towne, Merriam Schools

On Monday, June 24, elementary schools will follow the regular Thursday dismissal schedule.

The Junior High will have its end of year assembly on Friday, June 21. The Junior High will have a half-day of school on Monday, June 24 and will remain at the Junior High until 10:45 dismissal. High School students will be dismissed on June 24 at 10:55 a.m. Buses will transport Junior High and High School students from their respective schools at dismissal time on June 24.

In addition, please note that High School students will be dismissed at 10:55 a.m. after final examinations on June 18 through June 21.

Buses will be provided to transport High School students home at 10:55 a.m. on June 18 through June 21.

Lunch will not be available from the High School Cafeteria starting Tuesday, June 18. High School students will need to make a request at the High School Office and lunch(es) will be sent down from the Junior High School.

#### THE PUBLIC SCHOOLS OF BROOKLINE OFFICE OF THE SCHOOL COMMITTEE

BROOKLINE, MASSACHUSETTS

Town Hall, 5th Floor, 333 Washington Street Brookline, MA 02445 Telephone: 617-730-2430 Fax: 617-264-6451 www.brookline.k12.ma.us



Alan R. Morse, Chairman Susan Wolf Ditkoff, Vice Chairman P.H. Benjamin Chang Helen Charlupski Abby Cox Amy Kershaw Barbara Scotto Rebecca Stone Henry Warren

April 22, 2013

Dear Senator Warren, Senator Cowan, Representative Kennedy, State Senator Creem, and State Representatives Smizik, Sanchez, Moran, and Coppinger:

The Brookline School Committee is pleased to join with the Acton-Boxborough and Acton Public School Committees and other Massachusetts School Committees in urging your leadership to enact crucial gun safety measures for Massachusetts and the country.

The members of this School Committee represent different political parties and hold diverse religious beliefs. As a group, we do not oppose gun ownership or the 2<sup>nd</sup> Amendment to the Constitution. However, after a series of tragic gun attacks at high schools and colleges, and most recently at Sandy Hook Elementary School last December, we all agree that continuing the status quo on guns is unacceptable.

As local elected officials, we understand that consensus on this issue is difficult to reach. But as parents and grandparents, and as educators and most importantly as your constituents, we ask that you act on behalf of the children in Brookline and all children by enacting national gun safety measures that will make public schools and public spaces safer and establish needed parity among states for gun safety. In particular:

- Oppose any attempt to allow guns on campuses or in school classrooms;
- Pass the proposed legislation to require background checks whenever and wherever a gun is bought or sold;
- \* Reinstating the ban on military-style semi-automatic assault weapons;
- Ban high-capacity ammunitions magazines;
- \* Require consumer safety standards for all guns, such as safety locks, access prevention, and regulations to prevent, identify, and/or correct manufacturing defects; and
- Require mental health screening as part of the permitting process for firearm ownership.

The time is long past for actions like these. Please act with urgency, as if your own child's life were at stake. No child, no family, and no community should have to live in fear of another devastating and preventable act of gun violence.

Sincerely,

Alan R. Morse

ala Morse

Chairman Brookline School Committee

Cc: U.S. House of Representatives, U.S. Senate



#### A better way to evaluate teachers...

#### Alex Horovitz ·

Tue, Apr 9, 2013 at 9:28 PM

To: smills@abschools.org, Alexandra Callen <acallen@abschools.org>, Andrew Shen <ashen@abschools.org>, Chris Whitbeck <cwhitbeck@mail.ab.mec.edu>, AB Regional School Committee <abrsc@acton-ma.gov>, aps@acton-ma.gov

Cc: James.Eldridge@masenate.gov, Rep.CoryAtkins@hou.state.ma.us, Jennifer.Benson@state.ma.us, Amy Hedison <ahedison@yahoo.com>

Dear Superintendent Mills, Principals of my Children and School Committee Members,

I find it so interesting that we are spending so much time doing teacher assessments for a district that is at the top of the state ( and country for that matter ) that it requires the administrative overhead of Assistant Principals just to get that done. In no small part that is, as I have come to understand, because we put our own "Acton Touch" on the DOE's mandate.

It makes you wonder why, when we are doing so well, we spend so much time and money obsessing over the metrics that are designed to bring non-performing school districts up to some minimally acceptable standard. What I find particularly mind blowing is that somehow we felt the need to go beyond the minutia described here: http://www.doe.mass.edu/edeval/model/ to produce our own version...

Layering on bureaucracy in an environment of declining classroom resources and increased taxpayer suspicion of how money is being spent seems wrong headed. I mean seriously, how did we imagine we in Acton were going to improve upon the DOEs 52 pages of Part VII "Rating Educator Impact on Student Learning Using District-Determined Measures of Student Learning" which in my opinion was already excruciating enough. What is the goal and interest in the State of a School district that is performing well?

Do we only play along because we need the state dollars to help foot the bill? At some point it becomes a question of integrity. Are we achieving the goal of educating the students under our supervision or not. If we are, and we prove it using the state tests, then why is all this other stuff necessary?

I, for one, would like to see a proposal for how we can ask to be exempted from the reporting and evaluation minutia that does not substantially increase the educational outcomes of our students. Being one of the best in the state at outcomes ought to come with some privileges.

Best Regards,

Alex

Alex Horovitz



#### ongoing regionalization savings

oo.com>

To: "abrsc@abschools.org" <abrsc@abschools.org>

Wed, Apr 24, 2013 at 11:13 AM

I reviewed the regionalization financial analysis from the school committee on April 10th. I am very concerned that the savings benefit to Acton drops so precipitously after 2019. At that point, the annual savings for Acton drop to a very small percentage of the annual budget. I don't see why we would go through all of this to not have significant long term savings for both towns. Is there a plan for Acton to continue to save money with this plan? Why are we doing all of this for a relatively short term gain? I see why it's beneficial for Boxborough, but I feel like the five year savings split hides the fact that there isn't a real long term benefit for Acton from this.

Sincerely,

Reply-To:



#### Increasing transparency for school union contract approval votes

Acton Forum <theactonforum@gmail.com>

Mon, Apr 29, 2013 at 9:05 AM

To: dbruce@abschools.org, mneyland@abschools.org

Cc: allen@thehomesteader.com, Stow Laboratories Inc <stomail@stolab.com>, apsc@acton-ma.gov, abrsc@acton-ma.gov, manager@acton-ma.gov, bos@acton-ma.gov, fincom@acton-ma.gov, abrsc@abschools.org, robert.fucci@patch.com, msmith@wickedlocal.com

Dear School Committee Chairs Neyland and Bruce:

We are very concerned about the lack of transparency in the process being used by the school committees to approve school labor union contracts. Acceptance of these three-year agreements bind the town and Acton taxpayers to expenditures which are more than half of our total yearly budgets without any meaningful input from the public, the FinCom, or the BoS.

We know that the union contracts are being renewed shortly. We urge the school committees to consider the importance of transparency and to adopt a new procedure for labor union contract approvals.

#### HOW TO FIX THE TRANSPARENCY PROBLEM

We propose that the School Committee hold a public hearing about any new union contracts and allow at least two weeks for members of the public and other town boards to review the proposed contracts and offer their comments to the school committees before a formal vote is taken. Redacted documents including minutes and financial analyses could also be released, so long as they are reviewed so as not to harm future negotiations should the proposed contracts be approved or reopened negotiations should the proposed contracts not be approved. Or, if preparing the documents for release would cause too much of a delay, the Negotiations Subcommittee could hold an open meeting to explain the financial implications of the proposed contract and stick to what has been agreed to and not get into alternatives that the union or schools may have proposed in negotiations.

This would not change in any way the ultimate authority of the School Committees to approve union agreements. It would, however, allow the School Committees to get feedback from the public and other town boards prior to voting on the proposed new contracts. This is especially important in light of the proposal for full school regionalization. In our view, continuing the current practice of approving the contracts without public input would be even more harmful in a fully regionalized system.

#### **BACKGROUND**

When the current teacher union contract was approved in 2010 the process was anything but transparent. A special School Committee meeting was held on a Friday night. A public presentation to "sell" the agreement was given, but it did not provide full disclosure of the long-term costs of the new contract. Members of the public were allowed to speak, but had no time to prepare information, speak with any School Committee members, or review any specifics. The school committees then voted to approve the contract that same night. Only later, after we had requested hundreds of pages of previously unavailable subcommittee documents were we able to calculate the full cost of the new contract.

Acton's Finance Committee had offered a specific recommendation regarding all new labor union contracts -- that they be "net zero." This advice was followed by Town Manager Steve Ledoux for the municipal contracts. It is significant that the Town Manager, the only non-school committee water who had access to the information about the proposed contracts, was also the only one who voted against acceptance because the proposed school contracts did not comply with the FinCom recommendation.

#### TEACHER SALARIES ARE HIGH

It should be noted that teacher salaries in the Acton / AB school system are high. The data indicates that raises of 5-10% per year to teachers have been routine and we now have 12 classroom teachers who earned over \$100,000 each last year (2012 gross wages) for a nine-month school year, not including benefits. The average and median salaries of the teaching staff (both elementary, high school, and other teachers) was about \$75,000 per year, not including stipends or benefits. It is possible that lack of public transparency is at least partly responsible for these increases.

#### OTHER SALARIES ARE ALSO HIGH

Teachers are not the only highly compensated individuals in the school system. The head custodian, groundskeeper, electrician, and plumber earned in the \$85,000 - \$92,000 range in gross wages last year. The average custodian in the Acton school system earned \$55,461 last year. And the number of employees in the system who earned over \$100,000 jumped from 30 in 2011 to 36 in 2012.

We request that the School Committees consider this issue and decide if more transparency would be beneficial to them and to the public. We ask that the other town boards who are involved with funding for the schools, primarily the Selectmen and Finance Committee, also provide their guidance whether more transparency and accountability would be beneficial to their boards.

Allen Nitschelm and Charlie Kadlec Acton Forum

cc: Local and Regional School Committees, Board of Selectmen, Finance Committee, Acton Patch, Acton Beacon, Town Manager Steve Ledoux